



## **Council Agenda**

***9 March 2016***

ALL INFORMATION AVAILABLE IN VARIOUS FORMATS ON REQUEST

**CITY OF BUSSELTON**

**MEETING NOTICE AND AGENDA – 9 MARCH 2016**

---

**TO: THE MAYOR AND COUNCILLORS**

**NOTICE** is given that a meeting of the Council will be held in the Meeting Room One, Community Resource Centre, 21 Cammilleri Street, Busselton on Wednesday, 9 March 2016, commencing at 5.30pm.

Your attendance is respectfully requested.



---

**MATTHEW SMITH**

**ACTING CHIEF EXECUTIVE  
OFFICER**

26 February 2016



**CITY OF BUSSELTON**

**AGENDA FOR THE COUNCIL MEETING TO BE HELD ON 9 MARCH 2016**

**TABLE OF CONTENTS**

<b>ITEM NO.</b>	<b>SUBJECT</b>	<b>PAGE NO.</b>
<b>1.</b>	<b>DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS.....</b>	<b>5</b>
<b>2.</b>	<b>ATTENDANCE .....</b>	<b>5</b>
<b>3.</b>	<b>PRAYER .....</b>	<b>5</b>
<b>4.</b>	<b>PUBLIC QUESTION TIME.....</b>	<b>5</b>
<b>5.</b>	<b>ANNOUNCEMENTS WITHOUT DISCUSSION.....</b>	<b>5</b>
<b>6.</b>	<b>APPLICATION FOR LEAVE OF ABSENCE.....</b>	<b>5</b>
<b>7.</b>	<b>PETITIONS AND PRESENTATIONS .....</b>	<b>5</b>
<b>8.</b>	<b>DISCLOSURE OF INTERESTS .....</b>	<b>5</b>
<b>9.</b>	<b>CONFIRMATION AND RECEIPT OF MINUTES .....</b>	<b>5</b>
	Previous Council Meetings .....	5
9.1	Minutes of the Council Meeting held on 24 February 2016.....	5
	Committee Meetings.....	6
9.2	Minutes of the Airport Advisory Committee Meeting held 12 February 2016 .....	6
9.3	Minutes of the Policy and Legislation Committee Meeting held 18 February 2016 .....	6
9.4	Minutes of the Airport Advisory Committee Meeting held 26 February 2016 .....	6
<b>10.</b>	<b>REPORTS OF COMMITTEE .....</b>	<b>7</b>
10.1	Airport Advisory Committee - 12/02/2016 - BUSSELTON MARGARET RIVER AIRPORT - AIRPORT UPDATE .....	7
10.2	Policy and Legislation Committee - 18/02/2016 - REVIEW OF PURCHASING POLICY.....	12
10.3	Policy and Legislation Committee - 18/02/2016 - REVIEW OF APPLICATIONS FOR EXPLORATION OR MINING/EXTRACTION LICENSES FOR COAL WITHIN THE CITY OF BUSSELTON.....	49
10.4	Airport Advisory Committee - 26/02/2016 - BUSSELTON REGIONAL AIRPORT - NOISE MANAGEMENT PLAN REVIEW .....	54
<b>11.</b>	<b>PLANNING AND DEVELOPMENT SERVICES REPORT .....</b>	<b>117</b>
11.1	ADOPTION OF MANAGEMENT PLAN FOR RESERVE 43008, DUNSBOROUGH.....	117
11.2	MEELUP REGIONAL PARK MANAGEMENT COMMITTEE- APPOINTMENT OF MEMBERS .....	184
11.3	FURTHER CONSIDERATION OF OMNIBUS AMENDMENT NO 1. TO LOCAL PLANNING SCHEME NO. 21 - CONSIDERATION FOR FINAL APPROVAL.....	187
<b>12.</b>	<b>ENGINEERING AND WORKS SERVICES REPORT.....</b>	<b>196</b>
<b>13.</b>	<b>COMMUNITY AND COMMERCIAL SERVICES REPORT .....</b>	<b>196</b>
<b>14.</b>	<b>FINANCE AND CORPORATE SERVICES REPORT .....</b>	<b>196</b>
14.1	LOCKE ESTATE VACANT LEASEHOLD SITE (ASSESSMENT OF EXPRESSIONS OF INTEREST AND PROPOSED LEASE AGREEMENT) .....	196

<b>15.</b>	<b>CHIEF EXECUTIVE OFFICER'S REPORT .....</b>	<b>266</b>
15.1	COUNCILLORS' INFORMATION BULLETIN .....	266
<b>16.</b>	<b>MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN .....</b>	<b>272</b>
<b>17.</b>	<b>CONFIDENTIAL REPORTS.....</b>	<b>272</b>
17.1	BUSSELTON CENTRAL SHOPPING CENTRE REDEVELOPMENT PROJECT	
<b>18.</b>	<b>QUESTIONS FROM MEMBERS .....</b>	<b>272</b>
<b>19.</b>	<b>PUBLIC QUESTION TIME.....</b>	<b>272</b>
<b>20.</b>	<b>NEXT MEETING DATE .....</b>	<b>272</b>
<b>21.</b>	<b>CLOSURE .....</b>	<b>272</b>

1. **DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS**

2. **ATTENDANCE**

Apologies

Approved Leave of Absence

Nil

3. **PRAYER**

The Prayer will be delivered by Pastor Thomas Cooper from Freedom Church.

4. **PUBLIC QUESTION TIME**

Response to Previous Questions Taken on Notice

Public Question Time

5. **ANNOUNCEMENTS WITHOUT DISCUSSION**

Announcements by the Presiding Member

Announcements by other Members at the invitation of the Presiding Member

6. **APPLICATION FOR LEAVE OF ABSENCE**

7. **PETITIONS AND PRESENTATIONS**

8. **DISCLOSURE OF INTERESTS**

9. **CONFIRMATION AND RECEIPT OF MINUTES**

Previous Council Meetings

9.1 **Minutes of the Council Meeting held on 24 February 2016**

**RECOMMENDATION**

That the Minutes of the Council Meeting held 24 February 2016 be confirmed as a true and correct record.

**Committee Meetings**9.2 Minutes of the Airport Advisory Committee Meeting held 12 February 2016**RECOMMENDATION**

- 1) That the minutes of a meeting of the Airport Advisory Committee held 12 February 2016 be received.
- 2) That the Council notes the outcomes of the Airport Advisory Committee held 12 February 2016 being:
  - a) The Busselton Margaret River Airport – Airport Update Item is presented for Council consideration at Item 10.1 of this agenda.

9.3 Minutes of the Policy and Legislation Committee Meeting held 18 February 2016**RECOMMENDATION**

- 1) That the minutes of the Policy and Legislation Committee held 18 February 2016 be received.
- 2) That the Council notes the outcomes of the Policy and Legislation Committee meeting held 18 February 2016 being:
  - a) The Review of Purchasing Policy Item is presented for Council consideration at Item 10.2 of this agenda.
  - b) The Review of Applications for Exploration or Mining/Extraction Licenses for Coal within the City of Busselton Item is presented for Council consideration at Item 10.3 of this agenda.

9.4 Minutes of the Airport Advisory Committee Meeting held 26 February 2016**RECOMMENDATION**

- 1) That the minutes of a meeting of the Airport Advisory Committee held 26 February 2016 be received.
- 2) That the Council notes the outcomes of the Airport Advisory Committee held 26 February 2016 being:
  - a) The Busselton Regional Airport – Noise Management Plan Review Item is presented for Council consideration at Item 10.4 of this agenda.

## 10. REPORTS OF COMMITTEE

### 10.1 Airport Advisory Committee - 12/02/2016 - BUSSELTON MARGARET RIVER AIRPORT - AIRPORT UPDATE

<b>SUBJECT INDEX:</b>	Commercial Services
<b>STRATEGIC OBJECTIVE:</b>	Infrastructure assets are well maintained and responsibly managed to provide for future generations.
<b>BUSINESS UNIT:</b>	Commercial Services
<b>ACTIVITY UNIT:</b>	Commercial Services
<b>REPORTING OFFICER:</b>	Manager, Commercial Services - Jennifer May
<b>AUTHORISING OFFICER:</b>	Director, Community and Commercial Services - Naomi Searle
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Nil

This item was considered by the Airport Advisory Committee at its meeting on 12 February 2016, the recommendations from which have been included in this report.

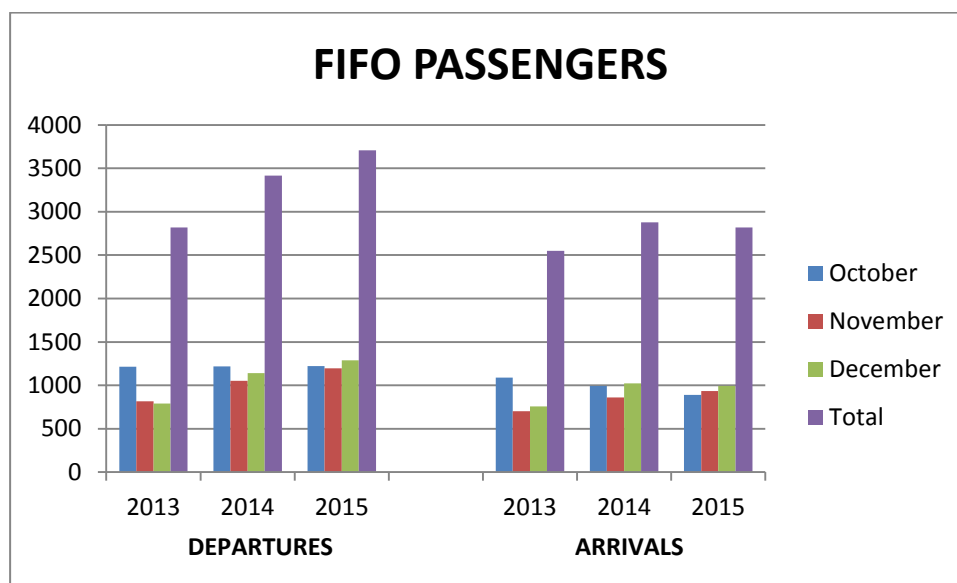
### PRÉCIS

This report provides an overview on the Busselton-Margaret River Airport (BMRA) operations and activities for the reporting period 1 October to 31 December 2015.

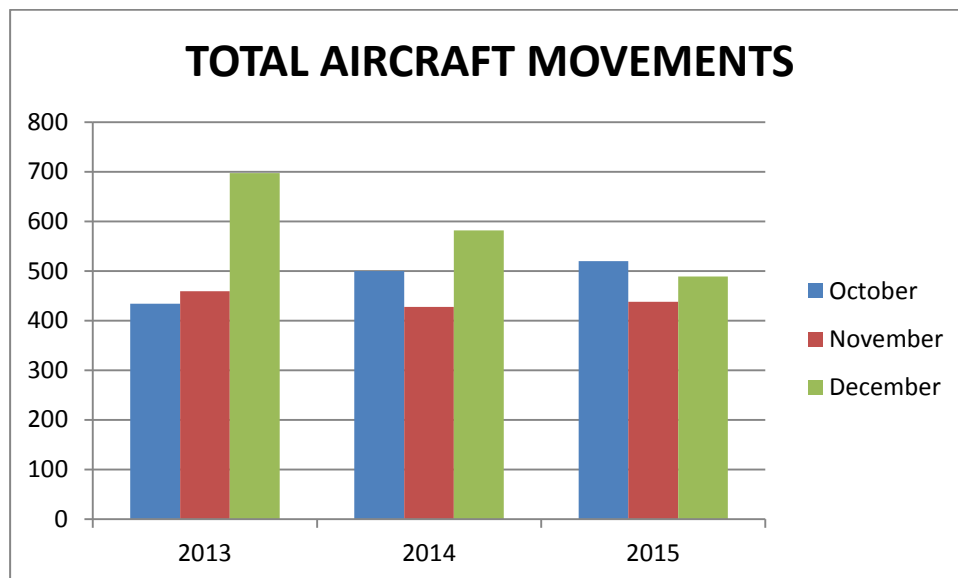
### BACKGROUND

FIFO Charter passenger numbers have seen an overall (arriving and departing) increase through the BMRA in the last financial quarter which is consistent with the year to date trend. Below is a table indicating the number of FIFO Charter passengers arriving and departing through the airport for the reporting period 1 October 2015 to 31 December 2015 in comparison to previous years.

	Departing FIFO Passengers			Arriving FIFO Passengers		
	2013	2014	2015	2013	2014	2015
<b>October</b>	1213	1220	1222	1091	994	890
<b>November</b>	815	1054	1195	701	862	936
<b>December</b>	792	1141	1290	756	1021	994
<b>Total</b>	<b>2820</b>	<b>3415</b>	<b>3707</b>	<b>2548</b>	<b>2877</b>	<b>2820</b>



The total number of departing FIFO services is currently at 10 flights per week, a reduction of four (4) flights due to the withdrawal of the Ad Astral/ Maroomba flights to Karara mine site from 18 November 2015.



Total aircraft movements have seen a slight decrease for the months of October through December over the last three (3) years as depicted in the table above. This reduction is due to the withdrawal of the RPT services in December 2014 and Maroomba flights in December 2015.

Below is a table of Emergency Services usage of BMRA for the same period over the last two (2) years.

Emergency Service	October-December 2014	October-December 2015
Aero rescue	2	4
RFDS	70	76
SLSWA	109	84
Polair	6	8
Helitac	21	11
Fixed wing water bombers	0	2

### **Busselton Aero Club Aerofest 2016**

Airport Officers are in consultation with the Busselton Aeroclub in preparation for the 2016 Aerofest to be held at the airport on Sunday 6 March 2016. This event will provide the community the chance to get up close to recreational, general aviation, military and emergency services aircraft and pilots and is expected to attract up to four thousand (4000) visitors. Additionally there will be water bombing displays, helicopter joy rides and numerous aviation and non-aviation stalls. The City is supporting this event by waiving the landing fees and has allocated \$5k in event sponsorship, funded through the commercial and industrial differential rate.

### **Noise Management Plan (NMP) Compliance reporting**

Since the start of the reporting period of 23 June 2015, five (5) of the allowable twelve (12) CEO approved non-conforming activities have been authorised to date and six (6) instances of non-conforming activities have been reported to OEPA where aircraft operators have performed unauthorised operations in accordance with the NMP.

### **Busselton Airport Desktop Emergency Exercise**

City of Busselton Officers conducted a Desktop Emergency Exercise as per CASA; MOS 139, Section 10.8.4.3 on the 1 December 2015 which included all local emergency services to test and review the emergency procedures for the BMRA Aerodrome Emergency Plan. The desktop was considered a successful and valuable exercise with a number of key actions recorded to improve the emergency response and procedures for the aerodrome.

### **AV8 Charity Event**

The City has received a request from AV8 Charity Flight, the event organiser for the AV8 Charity Flight to raise funds for Variety WA, to waive the landing fees and passenger facilitation fees for an event to be held on 30th April 2016. The event comprises of two F100 aircraft, with expected passenger numbers of 200 who fly down to Busselton and spend the day in the region. The fundraising proceeds go to the Variety Club of WA and specifically with this event funds going to the community such as schools and grants to individuals who have applied.

The total in waived fees, including landing fees and passenger fees, is expected to be \$5,600 (excl GST) not including staff time (approx. \$250) and as such requires Council endorsement. The City supported this event last year through the waiving of landing and passenger facilitation charges. Other sponsors for this event include Virgin Australia Regional Airlines (VARA) and Margaret River Busselton Tourism Association (MRBTA).

### **STATUTORY ENVIRONMENT**

The BMRA operates in accordance with the following: The Aviation Transport Security Act 2004, Aviation Transport Security Regulations 2005, CASA MOS 139, Council's Transport Security Plan and City policies and procedures.

### **RELEVANT PLANS AND POLICIES**

There are no policy implications with this report.

### **FINANCIAL IMPLICATIONS**

At 31 December 2015 the BMRA recorded a surplus of \$115,770 (excluding depreciation of \$108,740). The half yearly revenue and expenditure figures are reported below:

Year	Revenue	Operating Cost (incl Depreciation)	Net Position (incl Depreciation)	Depreciation	Net Position (excl Depreciation)
Mid 2015/16	\$481,119	-\$474,089	\$7,030	-\$108,740	\$115,770

The City has received a total of \$227,037 in landing fees for the period July 2015 – December 2015 and the year to date actual revenue received is slightly down compared to the year to date budget allocation due to \$49,814 outstanding in landing fees, of which \$36,000 can be attributed to Virgin Australia Regional Airlines (VARA). Since 31 December 2015, the City has received \$42,880 in landing fees taking the total landing fees revenue to date to \$269,916.

A total of \$94,478 has been received for the period in passenger facilitation fees, with approximately \$52,960 outstanding. While the loss of the RPT F50 services had resulted in a loss of revenue, there has been an increase in departing FIFO passenger numbers resulting in slightly increased passenger

fees revenue. Since 31 December 2015, the City has received \$48,145 in passenger facilitation fees taking the total passenger fees to \$142,623.

Car parking fees received to the end of December 2015 total \$131,880, this is down compared to the year to date budget of \$151,458 resulting from a decrease in car parking usage due to passengers carpooling and lost revenue from incorrect usage of the car park ticketing system.

The total expenditure budget allocated for the 2015/2016 financial year is \$948,540 (including depreciation) with actual expenditure to 31 December 2015 being \$474,089 (including depreciation). This is lower than the year to date budget projection of \$518,860 due to non-critical operational works being delayed.

### **Long-term Financial Plan Implications**

There are no financial implications as a result of this report.

### **STRATEGIC COMMUNITY OBJECTIVES**

The BMRA is consistent with following the City of Busselton's strategic Objectives:

Well Planned, Vibrant and Active Places:

- Infrastructure Assets that are well maintained and responsibly managed to provide for future generations;
- Connected City of Busselton Transport options that provide greater links within our district and increase capacity for community participation.

### **RISK ASSESSMENT**

An assessment of the potential implications of implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment sought to identify 'downside' risks only rather than 'upside' risks and where the risk, following implementation of controls, has been identified as medium or greater. No such risks were identified.

### **CONSULTATION**

Consultation with Department of Transport, South West Development Commission, Aviation Projects, Government agencies, Airport stakeholders, Office of Transport Security (OTS), Civil Aviation Safety Authority (CASA), Virgin Australia Regional Airline, the Busselton Aero Club, Emergency Service Agencies, Albany, Esperance, Geraldton Airports and Australian Airports Association has been occurring on a regular basis concerning many topics and issues relating to the Airport.

### **OFFICER COMMENT**

Airport staff and the Stakeholder Engagement and Communication Officer (Airport Development Project Management Team) are continuing to work with the City's IT department in the development of an Airport website which is expected to be ready for release in late February 2016.

Other maintenance and projects include:

- Airport officers are working with the City Business System Team to development of a Crane/ Airspace Assessment system to provide City Officers a better understanding of airspace penetration and Obstacle Limitations Surface restrictions in regard to crane and building



applications which will be required for the development of the Airport and future industrial and residential developments.

- An extensive Mowing/slashing program of the Airport precinct has been completed to minimise the fire risk during the fire season.
- Commencement of the Airside weed spraying program.
- Development of a dedicated helicopter parking area in the vicinity of the hanger precinct.

## **CONCLUSION**

The last three (3) months have been a busy period in airport operations with a number of operational and infrastructure improvements taking place including, mowing /slashing prior to the fire season, removal of all airside farm fences to improve access and aircraft safety and the completion of the staff room.

## **OPTIONS**

The Airport Advisory Committee chooses not to accept the Officers report.

## **TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

Not Applicable.

## **COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION**

That the Council;

1. Receives and notes the Airport operations report.

## **COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION**

That the Council;

2. Endorses the waiving of landing and passenger facilitation fees for the AV8 Charity Flight to be held on 30th April 2016 to raise funds for Variety Club of WA for 2 F100 aircraft and estimated 200 passengers to the total value of \$5,600 (excl GST).

## 10.2 Policy and Legislation Committee - 18/02/2016 - REVIEW OF PURCHASING POLICY

<b>SUBJECT INDEX:</b>	Purchasing
<b>STRATEGIC OBJECTIVE:</b>	Governance systems that deliver responsible, ethical and accountable decision-making.
<b>BUSINESS UNIT:</b>	Corporate Services
<b>ACTIVITY UNIT:</b>	Legal Services
<b>REPORTING OFFICER:</b>	Manager, Corporate Services - Sarah Pierson
<b>AUTHORISING OFFICER:</b>	Director, Finance and Corporate Services - Matthew Smith
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A Existing Purchasing Policy Attachment B WALGA Model Purchasing Policy

**This item was considered by the Policy and Legislation Committee at its meeting on 18 February 2016, the recommendations from which have been included in this report.**

### **PRÉCIS**

The City of Busselton's Purchasing Policy has been reviewed due to changes to the *Local Government (Functions and General) Regulations 1996*. This report recommends adoption of a revised policy which will ensure compliance with the amended statutory framework.

### **BACKGROUND**

The City of Busselton's Purchasing Policy ("Purchasing Policy") provides the framework for purchasing decisions made by the City of Busselton and defines the procedures that must be followed for purchasing in accordance with the value of transactions. The Purchasing Policy was initially implemented in March 2007 and has subsequently been subject to updates in July 2012 and May 2014. The 2012 and 2014 reviews, undertaken in accordance with the City's ongoing policy review process, resulted in minor variations aimed at improving practices and procedures.

The statutory framework for procurement of goods and services by local governments is established under Part 4 of the *Local Government (Functions and General) Regulations 1996* ("the Regulations"). With the aim of improving the purchase and tendering practices of local governments, the Regulations were amended with effect 1 October 2015. In addition to increasing the tender threshold, the amendments provide for local governments to appoint a panel of pre-qualified suppliers, and make other minor changes (which are discussed in more detail under the Officer Comment section of this report).

These changes prompted a review of the Purchasing Policy to ensure compliance with the Regulations. The recently revised Western Australian Local Government Association ("WALGA") Model Purchasing Policy (Attachment A) has also been utilised extensively as part of this review.

### **STATUTORY ENVIRONMENT**

In accordance with Section 2.7(2)(b) of the *Local Government Act 1995* (the Act) it is the role of the Council to determine the City's policies. In terms of Regulation 11A(1) of the Regulations a local government is to implement a purchasing policy in relation to contracts for supply of goods or services where the consideration under the contract is, or is expected to be, \$150, 000 or less. Such a policy must, among other things, make provision in respect of —

- the form of quotations acceptable;
- the minimum number of oral quotations and written quotations that must be obtained; and
- the recording and retention of purchasing records.

It is also now a requirement of the Regulations that a local government adopts and implements a policy for panels of pre-qualified suppliers in accordance with Regulation 24AC(1)(a) of the Regulations.

## **RELEVANT PLANS AND POLICIES**

The current WALGA Model Purchasing Policy has been considered for the purposes of reviewing and updating the Purchasing Policy.

## **FINANCIAL IMPLICATIONS**

Adoption of the proposed updated Purchasing Policy will not have any direct financial implications. Establishing, maintaining and managing panels of pre-qualified suppliers in accordance with the new regulatory requirements imposed by the amended Regulations could require a higher level of staff involvement and internal resources in order to meet all the statutory requirements required for operating a panel. The use of such panels is however at the City's discretion.

### **Long-term Financial Plan Implications**

Nil

## **STRATEGIC COMMUNITY OBJECTIVES**

The proposed changes to the Purchasing Policy align with Strategic Community Objective 6.2 which requires for the City's governance systems to deliver responsible, ethical and accountable decision making.

## **RISK ASSESSMENT**

The proposed changes to the Purchasing Policy are designed to ensure compliance with the relevant statutory framework and are therefore designed to mitigate compliance risks.

## **CONSULTATION**

City officers consulted with and sought guidance from WALGA with regards to the changes to the Purchasing Policy.

## **OFFICER COMMENT**

Many of the proposed changes to the Purchasing Policy are required as a consequence of amendments to the Regulations which came into effect on 1 October 2015.

### **Changes to tender and purchasing thresholds**

The tender threshold has been increased from \$100,000 to \$150,000. If the contract for goods or services is expected to be more than \$150,000 a public tender process is required. The Purchasing Policy currently provides for the following thresholds for purchases up to \$100,000:

#### **3.6      *Purchasing Thresholds***

*Where the value of procurement for the value of the contract over the full contract period (including options to extend) is, or is expected to be:-*

	<i>Amount of Purchase</i>	<i>Model Policy</i>
3.6.1	<i>Up to \$1,000</i>	<i>Direct purchase from suppliers requiring only one verbal quotation</i>
3.6.2	<i>\$1,001 - \$4,999</i>	<i>Obtain at least two verbal or written quotations</i>
3.6.3	<i>\$5,000 - \$19,999</i>	<i>Obtain at least two written quotations</i>
3.6.4	<i>\$20,000 - \$39,999</i>	<i>Obtain at least three written quotations</i>
3.6.5	<i>\$40,000 - \$99,999</i>	<i>Obtain at least three written quotations containing price and specification of goods and services (with procurement decision based on all value for money considerations)</i>
3.6.6	<i>\$100,000 and above</i>	<i>Conduct a public tender process</i>

Considering the increase in the tender threshold to \$150,000, the following changes to the purchasing thresholds for the purchase of goods and services under this threshold are proposed:

	<i>Amount of Purchase</i>	<i>Requirements</i>
6.3.1	<b><i>Up to \$5000</i></b>	<i>Purchase directly from a suitable supplier after obtaining at least one (1) oral or written quotation</i>
6.3.2	<b><i>\$5,001 - \$14,999</i></b>	<i>Obtain at least two (2) written quotations from suitable suppliers following a brief outlining of the specified requirement</i>
6.3.3	<b><i>\$15,000 - \$49,999</i></b>	<i>Obtain at least three (3) written quotations from suppliers following a brief outlining of the specified requirement</i>
6.3.4	<b><i>\$50,000 - \$149,999</i></b>	<i>Obtain at least three (3) written quotations from suppliers by way of a formal request for quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on pre-determined evaluation criteria that assess all value for money considerations in accordance with the guidelines stated within the Policy.</i>
6.3.5	<b><i>Over \$150,000</i></b>	<i>Conduct a public tender process in accordance with the statutory requirements under the Local Government Act 1995 and Local Government (Functions and General) Regulations 1996</i>

Since the current purchasing thresholds were determined, the City's annual budget and the scope of the City's operations have significantly increased. The proposed adjustments to the purchasing thresholds are generally consistent with the WALGA Model Purchasing Policy, noting the City has an additional level, and are considered necessary to enable City staff to efficiently implement the City's annual budget and deliver on the City's day-to-day operations and major projects.

#### Panels of pre-qualified suppliers

The Regulation amendments introduce the ability for local governments to create a panel of pre-qualified suppliers and to a large extent formalise current practices for establishing 'tender panels'. In terms of these provisions local governments have to invite prospective suppliers to apply by giving State-wide public notice, make available a range of detailed information about the proposed panel and outline in a written policy how the panel will operate. The policy and/or the detailed information required to be available under each invitation to join a panel must outline how the panel will operate; how each supplier will be invited to quote; how consistent communication with the panel will be achieved and how quotes and purchases from suppliers will be retained and recorded. These changes have been incorporated into the proposed Purchasing Policy in part 9 of the Policy.

### Other changes

A range of minor changes to the Purchasing Policy are proposed. Some of these changes are made as a result of the amendments to the Regulations while other changes are intended to improve day-to-day operations and efficiencies. These changes include:

- a reference to the anti-avoidance requirements under Regulation 11 of the Regulations in the Purchasing Policy in section 6.11.
- changes in section 7.7 reflecting the changes to Regulation 16 of the Regulations which has been amended to require that when tenders are opened there must be at least two employees of the local government present, or one local government employee and at least one person authorised by the Chief Executive Officer.
- Pursuant to Part 4 of the Regulations, the City is not required to publicly invite tenders if the goods or services are to be procured from:
  - An Australian Disability Enterprise; or
  - A person registered on the Aboriginal Business Directory published by the Small Business Development Corporation, provided the expected value of the goods or services to be purchased is \$250,000 or less.

These exemptions, which both are contingent on the demonstration of value for money, have been incorporated under parts 10 and 11 of the proposed Purchasing Policy.

The opportunity has already been taken to “tidy up” the policy by removing some provisions which do nothing more than replicate requirements of the Regulations, sometimes in a manner which does not fully reflect the complexity of the Regulations. The sections relating to “Tender Closing Date” and “No Tenders Received” are examples of this.

### **CONCLUSION**

The proposed changes to the Purchasing Policy ensure compliance with recent amendments to the Regulations and provide a best practice approach to purchasing for the City of Busselton.

### **OPTIONS**

The Council may consider a range of possible changes to the policy, other than where it reflects statutory requirements. In particular, Council could alter the purchasing requirements and thresholds for purchases of a value less than \$150,000.00.

### **TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

The revised policy would be effective immediately upon adoption by the Council.

### **COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION**

That the Council adopts the Purchasing Policy:

239	City of Busselton Purchasing Policy	
-----	-------------------------------------	--

## **1 PURPOSE**

This policy provides a best practice approach to purchasing for the City of Busselton (the “City”). It also ensures compliance with the *Local Government Act 1995* (“the Act”) and the *Local Government (Functions and General) Regulations 1996* (“the Regulations”).

## **2 SCOPE**

This policy provides the framework for all purchasing decisions made by employees of the City and defines the procedures that must be followed for purchasing in accordance with the value of the transaction.

## **3 POLICY CONTENT**

### **3.1 Objectives**

The objectives of the Purchasing Policy are to ensure that all purchasing activities:

- \* demonstrate that best value for money is attained for the City;
- \* are compliant with relevant legislations, including the Act and the Regulations;
- \* are recorded in compliance with the *State Records Act 2000* and associated records management practices and procedures of the City;
- \* mitigate probity risk, by establishing consistent and demonstrated processes that promotes openness, transparency, fairness and equity to all potential suppliers;
- \* ensure that the sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment;
- \* are conducted in a consistent and efficient manner across the City and that ethical decision making is demonstrated; and
- \* to establish a written policy as required under Regulation 11A and to address the particular requirements of Regulation 24AC(1)(a) of the Regulations for the purposes of establishing panels of pre-qualified suppliers.

## **4 ETHICS & INTEGRITY**

All employees of the City shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the City of Busselton.

### **4.1 Purchasing principles**

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- \* full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- \* all purchasing practices shall comply with relevant legislation, regulations, and requirements under the City policies, practices and procedures, and Code of Conduct;
- \* purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- \* all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, practices and procedures, and audit requirements; and
- \* any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed;

## **5 VALUE FOR MONEY**

Value for money is determined when the consideration of price, risk and qualitative factors are assessed to determine the most advantageous outcome to be achieved for the City.

As such, purchasing decisions must be made with greater consideration than obtaining lowest price, but also to incorporate qualitative and risk factors into the decision.

An assessment of the best value for money outcome for any purchasing should consider:

- \* all relevant whole-of-life costs and benefits; whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- \* the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- \* financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- \* a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- \* the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- \* purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- \* providing opportunities for businesses within the City's boundaries to quote for providing goods and services wherever possible.

## **6 PURCHASING REQUIREMENTS**

The requirements that must be complied with by the City, including purchasing thresholds and processes, are prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the City.

Purchasing that is \$150,000 or below in total value must be in accordance with the relevant thresholds detailed at section 6.3.

Purchasing that exceeds \$150,000 in total value must be put to public tender in accordance with the statutory requirements under the Regulations (unless a regulatory tender exemption is deemed suitable).

### **6.1 Purchasing Value Definition**

Determining purchasing value is to be based on the following considerations:

- Exclusive of Goods and Services Tax (GST);
- The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the City of Busselton will continue to purchase a particular category of goods, services or works and what the total purchased value is or could be reasonably expected to be. Best practice is if a purchasing threshold is reached within three years for a particular category of goods, services or works, then the purchasing requirement under the relevant threshold (including the tender threshold) must apply; and
- Any variation to the scope of the purchase is limited to a 10% tolerance of the original purchasing value.

## 6.2 Purchasing from Existing Contracts

Where the City has an existing contract in place that relates to a particular good or service, it must endeavour to purchase required goods or services under that existing contract, to the extent that the scope of the contract allows. When planning the purchase, the City must consult its contract register in the first instance before seeking to obtain quotes or tenders.

## 6.3 Purchasing Thresholds

Where the value of procurement for the value of the contract over the full contract period (including options to extend) is, or is expected to be:-

	Amount of Purchase	Requirements
6.3.1	<b>Up to \$5000</b>	Purchase directly from a suitable supplier after obtaining at least one (1) oral or written quotation from that supplier either from: <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the City; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul>
6.3.2	<b>\$5,001 - \$14,999</b>	Obtain at least two (2) written quotations from suitable suppliers following a brief outlining of the specified requirement. Quotations within this threshold may be obtained from: <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the City; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul>
6.3.3	<b>\$15,000 - \$49,999</b>	Obtain at least three (3) written quotations from suppliers following a brief outlining of the specified requirement. Quotations within this threshold may be obtained from: <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the City; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul>
6.3.4	<b>\$50,000 - \$149,999</b>	Obtain at least three (3) written quotations from suppliers by way of a formal request for quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on pre-determined evaluation criteria that assess all value for money considerations in accordance with the definition stated within this Policy.  The selection should not be based on price alone. Consideration should be given to qualitative factors



		<p>such as quality, availability, accreditation requirements, time for completion or delivery, warranty conditions, technology, maintenance requirements, an organisation's capability, previous relevant experience and any other relevant factors. The quotations are to be evaluated by a panel with a minimum of two members with a mix of skills and experience relevant to the nature of the purchase.</p> <p>Quotations within this threshold may be obtained from:</p> <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the City; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul>
6.3.5	<b>Over \$150,000</b>	Conduct a public tender process in accordance with the statutory requirements under the Act and the Regulations.

#### **6.4 \$ 150,000 and above**

For the procurement of goods or services where the value exceeds \$150,000, it is a requirement to follow a public tender process in accordance with the statutory requirements under the Regulations (see also part 7 of this Policy).

#### **6.5 Inviting tenders under the Tender Threshold**

Where considered appropriate and beneficial, procurement of goods and services with a value of less than the tender threshold of \$150,000, may, in lieu of obtaining quotations, be done by way of a tender process in accordance with the statutory requirements under the Regulations. This decision should be made after considering the benefits of this approach in comparison with the costs, risks, timeliness and compliance requirements.

#### **6.6 Verbal Quotations**

The general principles for obtaining verbal quotations are:

- \* ensure that the requirement/specification is clearly understood by the employee seeking the verbal quotations;
- \* ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote;
- \* read back or confirm in writing the details to the supplier's contact person to confirm their accuracy; and
- \* ensure the terms and conditions of the purchase are clear to both parties and that they are fair and reasonable and do not pose any unacceptable risk to the City.

#### **6.7 Written Quotations**

The general principles relating to written quotations are:

- \* an appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion;
- \* they should include general terms and conditions of contract that are appropriate and adequate for the purchase and which do not pose any unacceptable risk to the City;

- \* requests to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond;
- \* any new information that is likely to change the requirements should be offered to all prospective suppliers at the same time.
- \* responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented; and
- \* respondents should be advised in writing as soon as possible after the final determination is made and approved.

## **6.8 Due Diligence**

The responsible City officer is expected to demonstrate due diligence in seeking quotations and may determine that the process outlined for a higher transaction value may be appropriate to a purchase, despite it being of a lower value. As best practice the number of quotations, the contract conditions and level of evaluation required should be determined by the type and nature of the purchase and the associated risk and not purely its value. The value dictates the minimum requirements for the purchase.

In addition, it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value robust evaluation are maintained.

## **6.9 Sole source of supply (monopoly suppliers)**

Where the purchasing requirement is over the value of \$5,000 and of a unique nature that can only be supplied from one supplier, the purchase is permitted without undertaking a tender or quotation process. This is only permitted in circumstances where the City is satisfied and can evidence that there is only one source of supply for those goods, services or works. The City must use its best endeavours to determine if the sole source of supply is genuine by exploring if there are any alternative sources of supply. If the view is formed that there is no alternative source of supply, a written justification to this effect must be endorsed by the Chief Executive Officer, prior to a contract being entered into.

From time to time, the City may publicly invite an expression of interest to effectively determine that one sole source of supply still genuinely exists.

## **6.10 Waiver of requirements**

The Chief Executive Officer may, at his/her discretion, waive the requirements to obtain the number or nature of quotations set out in section 6.3. The responsible City officer must request such a waiver in writing, providing sufficient justification therefore, by way of a *'Waiver to the Purchasing Policy'* form or equivalent.

## **6.11 Anti-Avoidance**

The City shall not enter into two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of \$150,000, thereby avoiding the need to follow the tender process under the Regulations.

## **6.12 Recordkeeping**

The responsible City officer must ensure that all aspects of any procurement or purchase are properly documented and registered in the City's record keeping systems in accordance with all statutory requirements and relevant City practices and procedures.

## **7 REGULATORY COMPLIANCE - TENDERS**

This part includes detail on the requirements of the Act and the Regulations for the public tender process. As these may change from time to time, it is the responsibility of the employee to inform themselves of the requirements of the relevant statutory requirements when conducting a tender process and not rely on this policy alone.

### **7.1 Tender exemption**

An exemption to publicly invite tenders may apply in the following instances:

- \* the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement;
- \* the purchase is from a Regional Local Government or another Local Government;
- \* the purchase is acquired from a person registered on the WA Aboriginal Business Directory, as published by the Small Business Development Corporation, where the consideration under contract is worth \$250,000 or less and represents value for money;
- \* the purchase is acquired from an Australian Disability Enterprise and represents value for money;
- \* the purchase is from a pre-qualified supplier under a Panel established by the City; or
- \* any of the other exclusions under Regulation 11 of the Regulations apply.

### **7.2 Tender Criteria**

The City shall, before tenders are publicly invited, determine in writing the criteria by which tenders will be evaluated.

### **7.3 Advertising Tenders**

Requests for tenders must be advertised in a state wide publication and, in addition, may also be advertised locally. The tender must remain open for a minimum of at least 14 days after the date the tender is advertised.

The notice must include;

- \* a brief description of the goods or services required;
- \* information as to where and how tenders may be submitted;
- \* the date and time after which tenders cannot be submitted;
- \* particulars identifying a person from who more detailed information as to tendering may be obtained. Detailed information shall include;
  - such information as the local government decides should be disclosed to those interested in submitting a tender;
  - detailed specifications of the goods or services required;
  - the criteria for deciding which tender should be accepted;
  - whether or not the local government has decided to submit a tender; and
  - whether or not tenders can be submitted by facsimile or other electronic means, and if so, how tenders may be submitted.

### **7.4 Issuing Tender Documentation**

Approved tenders will be allocated a tender number, which shall be recorded in the City of Busselton's Tender Register.

A written record will be kept of the details of all persons who request and are supplied with tender documentation.

## **7.5 Addendum to Tender**

Clarifications, variations or adjustments to the tender documentation and/or the conditions of tender may be made by way of addendum after the tender has been publicly advertised but prior to the tender closing date. An addendum is to be given to all prospective tenderers who requested and have been supplied with tender documentation by the City and the responsible City officer must use his/her best endeavours to ensure that all addendums are acknowledged by the receiving persons.

## **7.6 Opening of Tenders**

A lockable tender box is to be kept by the City and all tenders received by the City are to be placed in the tender box. No tenders are to be removed from the tender box, or opened, read or evaluated prior to the tender closing date.

Tenders are to be opened in the presence of at least two persons which can be either:

- (1) Two employees of the City; or
- (2) One employee of the City and another person authorised by the Chief Executive Officer for that purpose.

The details of all tenders received and opened shall be recorded in the Tender Register.

Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information should be regarded as commercial-in-confidence to the Local Government. Members of the public are entitled to be present.

## **7.7 Tender Evaluation**

Tenders that have not been rejected shall be assessed by means of a written evaluation against the pre-determined criteria. The tender evaluation panel shall assess each tender that has not been rejected to determine which tender represents best value for money.

The evaluation panel must contain a minimum of three members and shall be established prior to the advertising of a tender. Panel members shall have a mix of skills and experience relevant to the nature of the purchase.

## **7.8 Notification of Outcome**

Each tenderer is to be given notice in writing containing particulars of the successful tender or advising that no tender was accepted.

## **7.9 Tender Register**

The City must maintain a tender register which is to include:

- (a) a brief description of the goods and services required;
- (b) particulars of —
  - (i) any notice by which expressions of interests from prospective tenderers was sought; and
  - (ii) any person who submitted an expression of interest; and
  - (iii) any list of acceptable tenderers that was prepared under Regulation 23(4); and
- (c) a copy of the notice of the invitation to tender; and
- (d) the name of each tenderer whose tender has been opened; and

(e) the name of any successful tenderer.

#### **7.10 Minor Variation prior to awarding a contract**

Prior to awarding a contract from a tender, the City may negotiate and agree on minor variations with the preferred tenderer. Any amendments must be incorporated into the contract with the chosen tenderer for the supply of the varied requirement. Any major variation will require a new and separate tender. A minor variation may not materially alter the specification or structure provided for by the initial tender.

### **8 WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION PREFERRED SUPPLIERS PROGRAM**

The Western Australian Local Government Association (WALGA) has a number of pre-qualified suppliers called WALGA preferred suppliers. Using WALGA preferred suppliers may be considered appropriate for particular procurement. This method of sourcing goods and services can simplify the process otherwise required for a request for quotation or request for tender, however, in all other respects purchasing via WALGA's preferred supplier panels must comply with this policy.

The City can make purchases from suppliers on a WALGA preferred supplier panel:

- \* for purchases up to \$150,000; and
- \* for purchases over \$150,000 in reliance on the exemption to the requirement for a public tender,

provided that:

- \* the purchasing thresholds in section 6.3 are observed in relation to numbers of and types of quotation sought;
- \* this purchasing policy is otherwise followed, in particular the principles of ethics, integrity and best value for money in section 4 and 5.

Note: WALGA terms and conditions are available for use in connection with requests for quotation via eQuotes, however consideration must be given to whether such terms and conditions are appropriate for the proposed purchase. If alternative terms and conditions are used then they must meet the requirements of this Policy.

### **9 PANELS OF PRE-QUALIFIED SUPPLIERS ("PANEL")**

#### **9.1 Background**

In accordance with Regulation 24AC of the Regulations, the City may establish a Panel of Pre-qualified Suppliers ("Panel") where there is an ongoing need for particular goods or services. Using these Panels simplifies the process that would otherwise be required as part of a request for quotation. A Panel may be created where most of the following factors apply:

- the City determines that a range of similar goods and services are required to be purchased on a continuing and regular basis;
- there are numerous potential suppliers in the local and regional procurement-related market sector(s) that satisfy the test of 'value for money';
- the purchasing activity under the intended Panel is assessed as being of low to medium risk;
- the Panel will streamline and will improve procurement processes;
- the City has the capability to establish, manage the risks and achieve the benefits

expected of the proposed Panel.

The City will endeavour to ensure that Panels will not be created unless most of the above factors are firmly and quantifiably established.

## **9.2 Establishing a Panel**

Should the City determine that a Panel is beneficial to be created, it must do so in accordance with Regulation 24AC of the Regulations.

Panels may be established for one supply requirement, or a number of similar supply requirements under defined categories within the Panel.

Subject to 9.3(b), panels may be established for a minimum of 2 years and for a maximum length of time deemed appropriate by the City.

Evaluation criteria must be determined and communicated in the application process by which applications will be assessed and accepted.

Where a Panel is to be established, the City will endeavour to appoint at least three (3) suppliers to each category, on the basis that best value for money is demonstrated. Where less than three (3) suppliers are appointed to each category within the Panel, the Panel category is not to be established.

In each invitation to apply to become a pre-qualified supplier (through a procurement process advertised through a state-wide notice), the City must state the expected number of suppliers it intends to put on the panel.

Should a Panel member leave the Panel, they may be replaced by the next ranked Panel member determined in the value for money assessment should the supplier agree to do so, with this intention to be disclosed in the detailed information set out under Regulation 24AD(5)(d) and (e) when establishing the Panel.

## **9.3 Distributing Work Amongst Panel Members**

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel, the detailed information associated with each invitation to apply to join the Panel must either prescribe whether the City intends to:

- i. Obtain quotations from each pre-qualified supplier on the Panel with respect to all purchases, in accordance with section 9.3(a); or
- ii. Purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- iii. Develop a ranking system for selection to the Panel, with work awarded in accordance with section 9.3 (b).

In considering the distribution of work among Panel members, the detailed information must also prescribe whether:

- a) each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work. Contracts under the Panel will be awarded on the basis of value for money in every instance; or
- b) work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under Regulation 24AD(5)(f) of the Regulations when

establishing the Panel. The City is to invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken. Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a contract is awarded to a Panel member for the work to be undertaken. Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods/services under the Panel, the City may then invite suppliers that are not pre-qualified under the Panel, in accordance with the purchasing thresholds stated in section 6.3 of this policy. When a ranking system is established, the Panel must not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

#### **9.4 Recordkeeping**

Records of all communications with Panel members, with respect to the quotation process and all subsequent purchases made through the Panel, must be kept in the City's records system in accordance with all statutory requirements and relevant practices and procedures.

### **10 PURCHASING FROM DISABILITY ENTERPRISES**

Pursuant to Part 4 of the Regulations, the City is not required to publicly invite tenders if the goods or services are to be procured from an Australian Disability Enterprise, as registered on [www.ade.org.au](http://www.ade.org.au). This is contingent on the demonstration of value for money.

Australian Disability Enterprises may be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be afforded in the evaluation of quotes and tenders to provide advantages to Australian Disability Enterprises.

A complete list of approved Disability Enterprises registered in Western Australia is available at [www.wade.org.au](http://www.wade.org.au).

### **11 PURCHASING FROM ABORIGINAL BUSINESSES**

Pursuant to Part 4 of the Regulations the City is not required to publicly invite tenders if the goods or services are to be supplied from a person registered on the Aboriginal Business Directory published by the Small Business Development Corporation, provided the expected value of the goods or services to be purchased is \$250,000 or less. This is contingent on the demonstration of value for money.

Aboriginal businesses may be invited to quote for supplying goods and services under abovementioned threshold. A qualitative weighting may be afforded in the evaluation of quotes to provide advantages to Aboriginal owned businesses, or businesses that demonstrate a high level of aboriginal employment.

A complete list of persons registered on the Aboriginal Business Directory is available at [www.abdwa.com.au](http://www.abdwa.com.au).

### **12 SUSTAINABLE PROCUREMENT AND CORPORATE SOCIAL RESPONSIBILITY**

The City is committed to providing a preference to suppliers that demonstrate sustainable business practices and high levels of corporate social responsibility (CSR). Where appropriate, the City shall

endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace CSR. Sustainable and CSR considerations must be balanced against value for money outcomes in accordance with the City's sustainability objectives.

### 13 OPERATIONAL PRACTICES

Operational Practices, including standard documentation and more detailed information regarding procedures, may be prepared and endorsed by the Chief Executive Officer or their delegate for any action or process referred to in this City of Busselton Purchasing Policy. Any such Operational Practices shall comply with terms of the Act, the Regulations and this Policy.

#### **Policy Background**

Policy Reference No. – 239

Owner Unit – Corporate Services

Originator – Contracts and Tendering Officer

Policy approved by – Council

Date Approved –

Review Frequency – As required

Related Documents –

*Local Government Act 1995*

*Local Government (Functions and General) Regulations 1996*

#### **History**

<b>Council Resolution</b>	<b>Date</b>	<b>Information</b>
	February 2016	Update policy in accordance with Amendments effective 01 October 2015 Version 4
C1405/123	14 May 2014	Update to Sustainable Procurement and purchases under the WALGA exemption Version 3
C1207/196	25 July, 2012	Update to policy format, City terminology and minor editing Version 2
C0703/069	28 March, 2007	Date of implementation of purchasing policy which replaces former Council policy 188/1 Tender Procedures. Version 1



<b>239</b>	<b>Purchasing</b>	<b>V3 Current</b>
------------	-------------------	-------------------

## **1. PURPOSE**

This policy provides a best practice approach to internal purchasing for the City of Busselton. It also ensures compliance with the *Local Government Act 1995* and the *Local Government (Functions and General) Regulations 1996*.

## **2. SCOPE**

This policy provides the framework for all purchasing decisions made by employees of the City of Busselton and defines the procedures that must be followed for purchasing in accordance with the value of the transaction.

## **3. POLICY CONTENT**

### **3.1 Specific Objectives**

The objectives of the Purchasing Policy are:

- \* to ensure compliance with the *Local Government Act 1995* and *Local Government (Functions and General) Regulations 1996*;
- \* to deliver a best practice approach and procedures to internal purchasing for the City of Busselton;
- \* to ensure consistency for all purchasing activity that integrates within all the City of Busselton operational areas;
- \* to facilitate the compliance of service providers with relevant legislation (including *Workers Compensation & Injury Management Act 1981*, *Occupational Safety & Health Act 1984*, Codes of Practice, Guidelines and Australian Standards).

### **3.2 The Requirement for a Purchasing Policy**

The City of Busselton is committed to efficient, effective, economical and sustainable procedures in all purchasing activities. This policy:

- \* provides the City of Busselton with an effective way of purchasing goods and services;
- \* ensures that purchasing transactions are carried out in a fair and equitable manner;
- \* strengthens integrity and confidence in the purchasing system;
- \* ensures that the City of Busselton receives value for money in its purchasing;
- \* ensures that the City of Busselton considers the environmental impact of the procurement process across the life cycle of goods and services;
- \* ensures the City of Busselton is compliant with all regulatory obligations;
- \* promotes effective governance and definition of roles and responsibilities;
- \* upholds respect from the public and industry for the City of Busselton's purchasing practices that withstands probity;
- \* ensures consideration is given when purchasing, hiring or leasing in order to prevent hazards entering the workplace.

### **3.3 Ethics and Integrity**

All employees of the City of Busselton shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the City of Busselton.

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- \* full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- \* all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the City of Busselton policies, practices and procedures, and Code of Conduct;
- \* purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- \* all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, practices and procedures, and audit requirements;
- \* any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- \* any information provided to the City of Busselton by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

### **3.4 Value for Money**

Value for money is an overarching principle governing purchasing that allows the best possible outcome to be achieved for the City of Busselton. It is important to note that compliance with the specification is more important than obtaining the lowest price, particularly taking into account user requirements, quality standards, sustainability, life cycle costing, and service benchmarks.

An assessment of the best value for money outcome for any purchasing should consider:

- \* all relevant whole-of-life costs and benefits; whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- \* the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- \* financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- \* a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

Where a higher priced conforming offer is recommended, there should be clear and demonstrable benefits over and above the lowest total priced, conforming offer.

### **3.5 Responsible Purchasing: Sustainable Procurement, Corporate Social Responsibility and Purchasing from WA Disability Enterprises**

Sustainable Procurement is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services.

Corporate Social Responsibility in procurement is defined as purchasing which provides preference to organisations that can demonstrate compliance with ethical and regulatory standards and can demonstrate making a positive impact on the communities and markets in which they operate.

The City of Busselton is committed to sustainable procurement and high levels of corporate social responsibility. Where appropriate, the City of Busselton shall endeavour to design quotations and tenders to provide an advantage to goods, services and/or processes that minimise environmental and negative social impacts and embrace corporate social responsibility. Sustainable and corporate social responsibility considerations must be balanced against value for money outcomes in accordance with the City of Busselton's sustainability objectives.

Practically, sustainability and corporate social responsibility in procurement means the City of Busselton shall endeavour at all times to identify and procure products and services that:

- \* have been determined as necessary;
- \* demonstrate environmental best practice in energy efficiency / and or consumption which can be demonstrated through suitable rating systems and eco-labelling;
- \* demonstrate environmental best practice in water efficiency;
- \* are environmentally sound in manufacture, use, and disposal with a specific preference for products made using the minimum amount of raw materials from a sustainable resource, that are free of toxic or polluting materials and that consume minimal energy during the production stage;
- \* can be refurbished, reused, recycled or reclaimed shall be given priority, and those that are designed for ease of recycling, re-manufacture or otherwise to minimise waste;
- \* to the extent permitted under the *Local Government Act 1995* and the *Local Government (Functions and General) Regulations 1996*, demonstrate a regard for the local economy and a supply chain that supports local business development;
- \* are ethically sourced from sustainable and fair trade supply chains;
- \* for motor vehicles – select vehicles featuring the highest fuel efficiency available, based on vehicle type and within the designated price range;
- \* for new buildings and refurbishments – where available use renewable energy and technologies.

In addition, the City of Busselton is committed to inviting relevant WA Disability Enterprises to respond to a request for quotation or tender for goods or services. This is contingent on the provision of fair value and quality and the normal purchasing processes will be followed in relation to evaluation of submissions from relevant WA Disability Enterprises. A complete list of approved Disability Enterprises registered in Western Australia is available at [www.wade.org.au](http://www.wade.org.au).

### 3.6 Purchasing Thresholds

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:-

	Amount of Purchase	Model Policy
3.6.1	Up to \$1,000	Direct purchase from suppliers requiring only one verbal quotation
3.6.2	\$1,001 - \$4,999	Obtain at least two verbal or written quotations
3.6.3	\$5,000 - \$19,999	Obtain at least two written quotations
3.6.4	\$20,000 - \$39,999	Obtain at least three written quotations
3.6.5	\$40,000 - \$99,999	Obtain at least three written quotations containing price and specification of goods and services (with procurement decision based on all value for money considerations)
3.6.6	\$100,000 and above	Conduct a public tender process

Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the \$100,000 threshold (excluding GST). If a decision is made to seek public tenders for Contracts of less than \$100,000, a Request for Tender process that entails all the procedures for tendering outlined in this policy must be followed in full.

These purchasing thresholds also apply to all purchasing via a WALGA preferred supplier panel. See Section 3.8A for more information.

#### 3.6.1 Up to \$1,000

Where the value of procurement of goods or services does not exceed \$1,000, purchase on the basis of *at least one verbal quotation* is permitted. This purchasing method is suitable where the purchase is relatively small and low risk.

#### 3.6.2 \$1,001 to \$4,999

This category is for the procurement of goods or services where the value of such procurement ranges between \$1,001 and \$4,999. Where the value of procurement of goods or services does not exceed \$4,999, purchase on the basis of *at least two verbal or written quotations* is permitted.

#### 3.6.3 \$5,000 to \$19,999

This category is for the procurement of goods or services where the value of such procurement ranges between \$5,000 and \$19,999. Where the value of procurement of goods or services is within this range *at least two written quotations* are required.

#### 3.6.4 \$20,000 to \$39,999

For the procurement of goods or services where the value exceeds \$20,000 but is less than \$39,999, it is a requirement that *at least three written quotations* are obtained.

**3.6.5    \$40,000 to \$99,999**

For the procurement of goods or services where the value exceeds \$40,000 but is less than \$99,999, it is a requirement to obtain *at least three written quotations* containing price and a sufficient amount of information relating to the specification of goods and services being purchased.

For this procurement range, the selection should not be based on price alone, and it is strongly recommended to consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote. The quotations are to be evaluated by a panel with a minimum of two members with a mix of skills and experience relevant to the nature of the purchase.

**3.6.6    \$100,000+**

For the procurement of goods or services where the value exceeds \$100,000, it is a requirement to follow a public tender process, the requirements for which are replicated at Section 3.8 of this policy, unless an exception in Section 3.8.1 applies and this policy is otherwise followed in relation to the procurement of the goods and services.

**3.7    Procurement Principles****3.7.1    General principles for obtaining quotations****Verbal Quotations**

The general principles for obtaining verbal quotations are:

- \* ensure that the requirement / specification is clearly understood by the employee seeking the verbal quotations;
- \* ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote;
- \* read back the details to the Supplier contact person to confirm their accuracy;
- \* written notes detailing each verbal quotation must be recorded.

**Written Quotations**

The general principles relating to written quotations are;

- \* an appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion;
- \* the request for written quotation should include as a minimum:
  - Written Specification
  - Selection Criteria to be applied
  - Price Schedule
  - Conditions of responding
  - Validity period of offer
- \* invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond;
- \* offer to all prospective suppliers at the same time any new information that is likely to change the requirements.

## 10.2 Attachment A Existing Purchasing Policy

- \* responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented;
- \* respondents should be advised in writing as soon as possible after the final determination is made and approved.

## 3.7.2 Waiver of requirements

The Chief Executive Officer may, at his discretion, waive the requirements to obtain the number or nature of quotations set out in 3.6.2, 3.6.3, 3.6.4 or 3.6.5 providing that written, justifiable reasons for such waiver (example being a limited number of suppliers) are provided by the officer responsible, and file noted accordingly.

## 3.7.3 Record-keeping and audit

Records that enable the purchasing decision process to be audited must be maintained in accordance with relevant practices and procedures of the City of Busselton.

## 3.7.4 Due diligence

The responsible employee is expected to demonstrate due diligence in seeking quotations and may determine that the process outlined for a higher transaction value may be appropriate to a purchase despite it being of a lower value. Commonly a sufficient number of quotes would be sought according to the type and nature of purchase, not purely its value. The value dictates the minimum requirements for the purchase. In addition, it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained.

**3.8 Regulatory Compliance**

For the sake of completeness, this policy section includes detail on the requirements of the *Local Government Act 1995* and *Local Government (Functions and General) Regulations 1996* for the public tender process. As these may change from time to time, it is the responsibility of the employee to inform themselves of the requirements of the Act and Regulations when conducting a tender process and not rely on this policy alone.

## 3.8.1 Tender exemption

In the following instances public tenders are not required (regardless of the value of expenditure):

- \* an emergency situation as defined by the *Local Government Act 1995*;
- \* the purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another Local Government – see section 3.8A for more information;
- \* the purchase is under auction which has been authorised by Council;
- \* the contract is for petrol, oil, or other liquid or gas used for internal combustion engines;
- \* any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

## 10.2 Attachment A Existing Purchasing Policy

## 3.8.2 Sole source of supply (monopoly suppliers)

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources must be made. Written confirmation of this must be kept on file for later audit.

## 3.8.3 Anti-Avoidance

The City of Busselton shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of \$100,000, thereby avoiding the need to publicly tender.

## 3.8.4 Tender Criteria

The City of Busselton shall, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted. Approved tenders will be allocated a Tender Number, which shall be recorded in the City of Busselton's Tender Register.

The evaluation panel must contain a minimum of three members and shall be established prior to the advertising of a tender. Its members shall have a mix of skills and experience relevant to the nature of the purchase.

## 3.8.5 Advertising Tenders

Tenders are to be advertised in a state wide publication. The tender must remain open for at least 14 days after the date the tender is advertised. Care must be taken to ensure that 14 full days are provided as a minimum.

The notice must include;

- \* a brief description of the goods or services required;
- \* information as to where and how tenders may be submitted;
- \* the date and time after which tenders cannot be submitted;
- \* particulars identifying a person from who more detailed information as to tendering may be obtained. Detailed information shall include;
  - such information as the local government decides should be disclosed to those interested in submitting a tender;
  - detailed specifications of the goods or services required;
  - the criteria for deciding which tender should be accepted;
  - whether or not the local government has decided to submit a tender; and
  - whether or not tenders can be submitted by facsimile or other electronic means, and if so, how tenders may so be submitted.

## 3.8.6 Issuing Tender Documentation

A written record will be kept of the details of all persons to whom tender documentation is supplied. Any clarification, addendum or further communication required prior to the close of tenders, is to be given to all potential tenderers who have been supplied tender documentation by the City of Busselton.

### 3.8.7 Tender Deadline

A tender that is not received in full in the required format by the advertised Tender Deadline shall be rejected.

### 3.8.8 Opening of Tenders

A lockable Tender Box is to be kept by the City of Busselton and all tenders received by the City of Busselton, prior to the advertised closing of tenders, are to be placed in the Tender Box. No tenders are to be removed from the Tender Box, or opened (read or evaluated) prior to the Tender Deadline.

Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee and at least one other City of Busselton Officer. The details of all tenders received and opened shall be recorded in the Tender Register.

Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information should be regarded as commercial-in-confidence to the Local Government. Members of the public are entitled to be present.

### 3.8.9 No Tenders Received

Where the City of Busselton has invited tenders, however no compliant submissions have been received, direct purchases can be arranged on the basis of the following:

- \* a sufficient number of quotations are obtained;
- \* the process follows the guidelines for seeking quotations between \$40,000 & \$99,999;
- \* the specification for goods and/or services remains unchanged;
- \* purchasing is arranged within 6 months of the closing date of the lapsed tender.

### 3.8.10 Tender Evaluation

Tenders that have not been rejected shall be assessed by means of a written evaluation against the pre-determined criteria. The tender evaluation panel shall assess each tender that has not been rejected to determine which tender is most advantageous.

### 3.8.11 Addendum to Tender

If, after the tender has been publicly advertised, any changes, variations or adjustments to the tender document and/or the conditions of tender are required, the City of Busselton may vary the initial information by taking reasonable steps to give each person who has sought copies of the tender documents notice of the variation.

### 3.8.12 Minor Variation

If after the tender has been publicly advertised and a successful tenderer has been chosen, but before the City of Busselton and tenderer have entered into a contract, a minor variation may be made by the Local Government. A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.



### 3.8.13 Notification of Outcome

Each tenderer shall be notified of the outcome of the tender following Council resolution. Notification shall include:

- \* The name of the successful tenderer;
- \* The total value of consideration of the winning offer.

The details and total value of consideration for the winning offer must also be entered into the Tenders Register at the conclusion of the tender process.

### 3.8.14 Records Management

All records associated with the tender process or a direct purchase process must be recorded and retained in accordance with the applicable operational practice.

### 3.8A Using a WALGA preferred supplier panel

WALGA has a number of panels of pre-qualified suppliers. Using these panels alleviates some of the due diligence and documentation that the City of Busselton would otherwise prepare for a request for quotation or request for tender, however, in all other respects purchasing via WALGA's preferred supplier panels must comply with this purchasing policy.

The City of Busselton can make purchases from suppliers on a WALGA preferred supplier panel:

- \* for purchases over \$100,000 in reliance on the exemption to the requirement for a public tender; and
  - \* for purchases up to \$99,999,
- provided that, in all cases:
- \* the request for quotation is made via WALGA's eQuotes system;
  - \* the purchasing thresholds in Section 3.6 are observed in relation to numbers of and types of quotation sought;
  - \* this purchasing policy is otherwise followed, in particular the principles of ethics and integrity and best value for money in Sections 3.4 and 3.5.

WALGA terms and conditions are available for use in connection with requests for quotation via eQuotes, however consideration must be given to whether such terms and conditions are appropriate for the contract.

### 3.8B Tender Panels

If the City of Busselton has appointed a panel of suppliers under a tender process, where appropriate this purchasing policy, in particular the purchasing thresholds, principles of ethics and integrity and best value for money in Sections 3.4 to 3.6, should be followed when purchasing goods and services from member of the appointed tender panel.

## 3.9 Operational Practices

Operational Practices, including standard documentation and more detailed information recording procedures, may be prepared and endorsed by the CEO or his/her delegate for any action or process referred to in this City of Busselton Purchasing Policy. Any such Operational Practices shall comply with terms of the *Local Government Act 1995*, the *Local Government (Functions and General) Regulations 1996*, and this Policy.

**Policy Background**

Policy Reference No. – 239

Owner Unit – Corporate Services

Originator – Contracts and Tendering Officer

Policy approved by – Council

Date Approved – 14 May, 2014

Review Frequency – As required

Related Documents –

*Local Government Act 1995*

*Local Government (Functions and General) Regulations 1996*

**History**

<b>Council Resolution</b>	<b>Date</b>	<b>Information</b>
C1405/123	14 May, 2014	Update to Sustainable Procurement and purchases under the WALGA exemption Version 3
C1207/196	25 July, 2012	Update to policy format, City terminology and minor editing Version 2
C0703/069	28 March, 2007	Date of implementation of purchasing policy which replaces former Council policy 188/1 Tender Procedures. Version 1

# Model Purchasing Policy

**WALGA Note:** This document has been prepared by WALGA as a guide for local government authorities to consider when creating or amending a purchasing policy to comply with Regulation 11A and 24AC of the Local Government (Functions and General) Regulations 1996.

Items in yellow highlight are for the local government to review in determining its own purchasing policy requirements. The text in blue boxes are for notation purposes only and must be deleted if a policy is to be created from this template.

Local Governments may elect to create a separate policy for the creation and management of panels of pre-qualified suppliers instead of such provisions being represented in a Purchasing Policy.

## 1 POLICY

The **Shire/Town/City** of **[Insert Name of Local Government]** (the "**Shire/Town/City**") is committed to delivering best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance and complies with the *Local Government Act 1995* (the "**Act**") and Part 4 of the *Local Government (Functions and General) Regulations 1996*, (the "**Regulations**") Procurement processes and practices to be complied with are defined within this Policy and the **Shire/Town/City**'s prescribed procurement procedures.

## 2 OBJECTIVES

The objectives of this Policy are to ensure that all purchasing activities:

- demonstrate that best value for money is attained for the **Shire/Town/City**;
- are compliant with relevant legislations, including the Act and Regulations;
- are recorded in compliance with the *State Records Act 2000* and associated records management practices and procedures of the **Shire/Town/City**;
- mitigate probity risk, by establishing consistent and demonstrated processes that promotes openness, transparency, fairness and equity to all potential suppliers;
- ensure that the sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment; and
- are conducted in a consistent and efficient manner across the **Shire/Town/City** and that ethical decision making is demonstrated.

## 3 ETHICS & INTEGRITY

### 3.1 Code of Conduct

All officers and employees of the **Shire/Town/City** undertaking purchasing activities must have regard for the Code of Conduct requirements and shall observe the highest standards of ethics and integrity. All officers and employees of the **Shire/Town/City** must act in an honest and professional manner at all times which supports the standing of the **Shire/Town/City**.

### 3.2 Purchasing Principles

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire/Town/City's policies and Code of Conduct;
- purchasing is to be undertaken on a competitive basis where all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, audit requirements and relevant legislation;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Shire/Town/City's by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

## 4 VALUE FOR MONEY

### 4.1 Policy

Value for money is determined when the consideration of price, risk and qualitative factors that are assessed to determine the most advantageous outcome to be achieved for the Shire/Town/City.

As such, purchasing decisions must be made with greater consideration than obtaining lowest price, but also to incorporate qualitative and risk factors into the decision.

### 4.2 Application

An assessment of the best value for money outcome for any purchasing process should consider:

- all relevant Total Costs of Ownership (TCO) and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality, including but not limited to an assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- financial viability and capacity to supply without risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);

- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- providing opportunities for businesses within the **Shire/Town/City**'s boundaries to be given the opportunity to quote for providing goods and services wherever possible.

## 5 PURCHASING REQUIREMENTS

### 5.1 Legislative / Regulatory Requirements

The requirements that must be complied with by the **Shire/Town/City**, including purchasing thresholds and processes, are prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the **Shire/Town/City**.

### 5.2 Policy

Purchasing that is **\$150,000 or below in total value** (excluding GST) must be in accordance with the purchasing requirements under the relevant threshold as defined under section 5.5 of this Purchasing Policy.

Purchasing that **exceeds \$150,000 in total value** (excluding GST) must be put to public Tender when it is determined that a regulatory Tender exemption, as stated under 0 of this Policy is not deemed to be suitable.

### 5.3 Purchasing Value Definition

Determining purchasing value is to be based on the following considerations:

1. Exclusive of Goods and Services Tax (GST);
2. The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the **Shire/Town/City** will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased. A best practice suggestion is that if a purchasing threshold is reached within three years for a particular category of goods, services or works, then the purchasing requirement under the relevant threshold (including the tender threshold) must apply.
3. Must incorporate any variation to the scope of the purchase and be limited to a 10% tolerance of the original purchasing value.

### 5.4 Purchasing from Existing Contracts

Where the **Shire/Town/City** has an existing contract in place, it must ensure that goods and services required are purchased under these contracts to the extent that the scope of the contract allows. When planning the purchase, the **Shire/Town/City** must consult its Contracts Register in the first instance before seeking to obtain quotes and tenders on its own accord.

## 5.5 Purchasing Thresholds

The table below prescribes the purchasing process that the **Shire/Town/City** must follow, based on the purchase value:

**WALGA Note:** The local government may determine its own purchasing thresholds and establish its own purchasing requirements in the table below. The values are provided as a guide only, however are generally representative of the local governments requirements.

Purchase Value Threshold	Purchasing Requirement
Up to \$5,000	<p>Purchase directly from a supplier using a Purchasing or Corporate Credit Card issued by the <b>Shire/Town/City</b>, or obtain at least one (1) oral or written quotation from a suitable supplier, either from:</p> <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the <b>Shire/Town/City</b>; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or</li> <li>• from the open market.</li> </ul>
Over \$5,000 and up to \$50,000	<p>Obtain at least three (3) written quotations from suppliers following a brief outlining the specified requirement, either from:</p> <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the <b>Shire/Town/City</b>; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul>
Over \$50,000 and up to \$150,000	<p>Obtain at least three (3) written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p> <p>Quotations within this threshold may be obtained from:</p> <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the <b>Shire/Town/City</b>; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul> <p>Requests for quotation from a pre-qualified panel of suppliers (whether administered by the <b>Shire/Town/City</b> through the WALGA preferred supply program or State Government CUA) are not required to be invited using a Request for Quotation form,</p>

	however at least three written quotes are still required to be obtained.
Over \$150,000	Where the purchasing requirement is not suitable to be met through a panel of pre-qualified suppliers, or any other tender-exempt arrangement as listed under section 0 of this Policy, conduct a public Request for Tender process in accordance with Part 4 of the <i>Local Government (Functions and General) Regulations 1996</i> , this policy and the <b>Shire/Town/City's</b> tender procedures. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.

## 5.6 Tendering Exemptions

An exemption to publicly invite tenders may apply in the following instances:

- the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement.
- the purchase is from a Regional Local Government or another Local Government;
- the purchase is acquired from a person registered on the WA Aboriginal Business Directory, as published by the Small Business Development Corporation, where the consideration under contract is worth \$250,000 or less and represents value for money;
- the purchase is acquired from an Australian Disability Enterprise and represents value for money;
- the purchase is from a pre-qualified supplier under a Panel established by the **Shire/Town/City**; or
- any of the other exclusions under Regulation 11 of the Regulations apply.

**WALGA Note:** When making a decision about whether to conduct a public Tender or utilise a Tender exempt arrangement, the Local Government should compare the cost and benefits of both processes.

*The compliance requirements, time constraints, costs and risks associated with a public Tender should be evaluated against the value delivered by such a process. This should then be compared with the costs and benefits of using a Tender exempt arrangement which include direct access to pre-qualified suppliers, full regulatory compliance, risk mitigation, administrative efficiencies and cost savings.*

## 5.7 Inviting Tenders Under the Tender Threshold

Where considered appropriate and beneficial, the **Shire/Town/City** may consider publicly advertising Tenders in lieu of undertaking a Request for Quotation for purchases under the tender threshold. This decision should be made after considering the benefits of this approach in comparison with the costs, risks, timeliness and compliance requirements and also whether the purchasing requirement can be met through the WALGA Preferred Supply Program or State Government CUA.

If a decision is made to undertake a public Tender for contracts expected to be \$150,000 or less in value, the **Shire/Town/City**'s tendering procedures must be followed in full.

### 5.8 Sole Source of Supply

Where the purchasing requirement is over the value of \$5,000 and of a unique nature that can only be supplied from one supplier, the purchase is permitted without undertaking a tender or quotation process. This is only permitted in circumstances where the **Shire/Town/City** is satisfied and can evidence that there is only one source of supply for those goods, services or works. The **Shire/Town/City** must use its best endeavours to determine if the sole source of supply is genuine by exploring if there are any alternative sources of supply. Once determined, the justification must be endorsed by the **Chief Executive Officer / Director / Executive Manager**, prior to a contract being entered into.

From time to time, the **Shire/Town/City** may publicly invite an expression of interest to effectively determine that one sole source of supply still genuinely exists.

### 5.9 Anti-Avoidance

The **Shire/Town/City** shall not enter into two or more contracts or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contract to take the value of the consideration of the purchase below a particular purchasing threshold, particularly in relation to Tenders and to avoid the need to call a public Tender.

### 5.10 Emergency Purchases

An emergency purchase is defined as an unanticipated and unbudgeted purchase which is required in response to an emergency situation as provided for in the *Local Government Act 1995*. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

An emergency purchase does not relate to purchases not planned for due to time constraints. Every effort must be made to anticipate purchases required by the **Shire/Town/City** in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

## 6 RECORDS MANAGEMENT

Records of all purchasing activity must be retained in compliance with the *State Records Act 2000 (WA)*, the **Shire/Town/City**'s Records Management Policy and associated procurement procedures.

For each procurement activity, such documents may include:

- The Procurement initiation document such as a procurement business case which justifies the need for a contract to be created (where applicable);
- Procurement Planning and approval documentation which describes how the procurement is to be undertaken to create and manage the contract;
- Request for Quotation/Tender documentation;



- Copy of public advertisement inviting tenders, or the notice of private invitation (whichever is applicable);
- Copies of quotes/tenders received;
- Evaluation documentation, including individual evaluators note and clarifications sought;
- Negotiation documents such as negotiation plans and negotiation logs;
- Approval of award documentation;
- All correspondence to respondents notifying of the outcome to award a contract;
- Contract Management Plans which describes how the contract will be managed; and
- Copies of contract(s) with supplier(s) formed from the procurement process.

## 7 SUSTAINABLE PROCUREMENT AND CORPORATE SOCIAL RESPONSIBILITY

The **Shire/Town/City** is committed to providing a preference to suppliers that demonstrate sustainable business practices and high levels of corporate social responsibility (CSR). Where appropriate, the **Shire/Town/City** shall endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace CSR. Sustainable and CSR considerations must be balanced against value for money outcomes in accordance with the **Shire/Town/City**'s sustainability objectives.

## 8 BUY LOCAL POLICY

As much as practicable, the **Shire/Town/City** must:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- ensure that procurement plans address local business capability and local content;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and
- provide adequate and consistent information to potential suppliers.

To this extent, a qualitative weighting may be afforded in the evaluation of quotes and tenders where suppliers are located within the boundaries of the **Shire/Town/City**, or substantially demonstrate a benefit or contribution to the local economy.

**WALGA Note:** Insert the following clause if the local government is located outside the Perth metropolitan area and has adopted its own Regional Price Preference Policy, in

*accordance with Part 4A of the Local Government (Functions and General) Regulations 1996. Otherwise, delete the clause.*

A regional price preference may be afforded to locally based businesses for the purposes of assessment. Provisions are detailed within the **Shire/Town**'s Regional Price Preference Policy.

## 9 PURCHASING FROM DISABILITY ENTERPRISES

**WALGA Note:** Regulation 11(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

*WALGA recommends testing of quotations received against other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the local government.*

Pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*, the **Shire/Town/City** is not required to publicly invite tenders if the goods or services are to be supplied from an Australian Disability Enterprise, as registered on [www.ade.org.au](http://www.ade.org.au). This is contingent on the demonstration of value for money.

Where possible, Australian Disability Enterprises are to be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be afforded in the evaluation of quotes and tenders to provide advantages to Australian Disability Enterprises.

## 10 PURCHASING FROM ABORIGINAL BUSINESSES

**WALGA Note:** Regulation 11(h) provides a tender exemption if the goods or services are supplied by a person registered on the Aboriginal Business Directory WA, where the consideration under contract is, or expected to be under \$250,000.

*WALGA recommends testing of quotations received against other suppliers (which may include other Aboriginal businesses) to determine overall value for money for the local government.*

*A further qualitative weighting (as determined by the local government) may be afforded where non-Aboriginal businesses demonstrate a well-established Aboriginal engagement strategy.*

Pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*, the **Shire/Town/City** is not required to publicly invite tenders if the goods or services are to be supplied from a person registered on the Aboriginal Business Directory published by the Small Business Development Corporation on [www.abdwa.com.au](http://www.abdwa.com.au), where the expected consideration under contract is worth \$250,000 or less. This is contingent on the demonstration of value for money.

Where possible, Aboriginal businesses are to be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be

afforded in the evaluation of quotes and tenders to provide advantages to Aboriginal owned businesses, or businesses that demonstrate a high level of aboriginal employment.

## 11 PANELS OF PRE-QUALIFIED SUPPLIERS

**WALGA Note:** *If the local government has intent to establish and manage panels of pre-qualified suppliers, it must do so in accordance with Division 3 Part 4 of the Local Government (Functions and General) Regulations 1996, through the creation of a written policy permitting the local government to do so.*

*The local government may create a separate policy with respect to panels of pre-qualified suppliers, or define the policy within its existing Purchasing Policy.*

### 11.1 Policy Objectives

In accordance with Regulation 24AC of the *Local Government (Functions and General) Regulations 1996*, a Panel of Pre-qualified Suppliers ("Panel") may be created where most of the following factors apply:

- the **Shire/Town/City** determines that a range of similar goods and services are required to be purchased on a continuing and regular basis;
- there are numerous potential suppliers in the local and regional procurement-related market sector(s) that satisfy the test of 'value for money';
- the purchasing activity under the intended Panel is assessed as being of a low to medium risk;
- the Panel will streamline and will improve procurement processes; and
- the **Shire/Town/City** has the capability to establish, manage the risks and achieve the benefits expected of the proposed Panel.

The **Shire/Town/City** will endeavour to ensure that Panels will not be created unless most of the above factors are firmly and quantifiably established.

### 11.2 Establishing a Panel

Should the **Shire/Town/City** determine that a Panel is beneficial to be created, it must do so in accordance with Part 4, Division 3 the *Local Government (Functions and General) Regulations 1996*.

Panels may be established for one supply requirement, or a number of similar supply requirements under defined categories within the Panel.

Panels may be established for a minimum of two (2) years and for a maximum length of time deemed appropriate by the **Shire/Town/City**.

Evaluation criteria must be determined and communicated in the application process by which applications will be assessed and accepted.

Where a Panel is to be established, the **Shire/Town/City** will endeavour to appoint at least three (3) suppliers to each category, on the basis that best value for money is demonstrated. Where less than three (3) suppliers are appointed to each category within the Panel, the category is not to be established.

In each invitation to apply to become a pre-qualified supplier (through a procurement process advertised through a state-wide notice), the **Shire/Town/City** must state the expected number of suppliers it intends to put on the panel.

Should a Panel member leave the Panel, they may be replaced by the next ranked Panel member determined in the value for money assessment should the supplier agree to do so, with this intention to be disclosed in the detailed information set out under Regulation 24AD(5)(d) and (e) when establishing the Panel.

### 11.3 Distributing Work Amongst Panel Members

**WALGA Note:** *The local government is to establish the requirements before establishing panels of pre-qualified suppliers, including factors to take into account when distributing work among pre-qualified suppliers (Regulation 24AC(d))*

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel of pre-qualified suppliers, the detailed information associated with each invitation to apply to join the Panel must either prescribe whether the Shire/Town/City intends to:

- i. Obtain quotations from each pre-qualified supplier on the Panel with respect to all purchases, in accordance with Clause 11.4; or
- ii. Purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- iii. Develop a ranking system for selection to the Panel, with work awarded in accordance with Clause 11.3(b).

In considering the distribution of work among Panel members, the detailed information must also prescribe whether:

- a) each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work. Contracts under the pre-qualified panel will be awarded on the basis of value for money in every instance; or
- b) work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under Regulation 24AD(5)(f) when establishing the Panel. The Shire/Town/City is to invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken. Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a Panel member accepts a Contract. Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods/services under the Panel, the **Shire/Town/City** may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 5.5 of this Policy. When a ranking system is established, the Panel must not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

#### 11.4 Purchasing from the Panel

The invitation to apply to be considered to join a panel of pre-qualified suppliers must state whether quotations are either to be invited to every member (within each category, if applicable) of the Panel for each purchasing requirement, whether a ranking system is to be established, or otherwise.

**WALGA Note:** *Insert the following clause if the Local Government has upgraded its eQuotes license, or adopted any other electronic quotation facility, to enable the ability to create and manage its own local panels and facilitate communications with pre-qualified suppliers.*

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award communications must all be made through eQuotes, or any other electronic quotation facility.

**WALGA Note:** *Insert the following clause if the Local Government has not elected to upgrade its eQuotes licence, or has not adopted an electronic quotation facility.*

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award communications must all be captured on the **Shire/Town/City's** electronic records system. A separate file is to be maintained for each quotation process made under each Panel that captures all communications between the **Shire/Town/City** and Panel members.

#### 11.5 Recordkeeping

**WALGA Note:** *The recording and retaining of written information is required under Regulation 24AC of the Regulations, which prescribes that information is to include all quotations received and all purchases made from pre-qualified suppliers.*

Records of all communications with Panel members, with respect to the quotation process and all subsequent purchases made through the Panel, must be kept.

For the creation of a Panel, this includes:

- The Procurement initiation document such as a procurement business case which justifies the need for a Panel to be created;
- Procurement Planning and approval documentation which describes how the procurement is to be undertaken to create and manage the Panel;
- Request for Applications documentation;
- Copy of public advertisement inviting applications;
- Copies of applications received;
- Evaluation documentation, including clarifications sought;
- Negotiation documents such as negotiation plans and negotiation logs;

- Approval of award documentation;
- All correspondence to applicants notifying of the establishment and composition of the Panel such as award letters;
- Contract Management Plans which describes how the contract will be managed; and
- Copies of framework agreements entered into with pre-qualified suppliers.

The **Shire/Town/City** is also to retain itemised records of all requests for quotation, including quotations received from pre-qualified suppliers and contracts awarded to Panel members. A unique reference number shall be applied to all records relating to each quotation process, which is to also be quoted on each purchase order issued under the Contract.

Information with regards to the Panel offerings, including details of suppliers appointed to the Panel, must be kept up to date, consistent and made available for access by all officers and employees of the **Shire/Town/City**.

## 12 ADOPTION

Adoption of this Purchasing Policy was endorsed by the **Shire/Town/City** by:

	Date	Signature
CEO		
Mayor/President		

Policy/Procedure Links:

	Policy Number	Reference
Records Management Policy		
<b>Regional Price Preference Policy</b>		
Procurement Procedures		

10.3 Policy and Legislation Committee - 18/02/2016 - REVIEW OF APPLICATIONS FOR EXPLORATION OR MINING/EXTRACTION LICENSES FOR COAL WITHIN THE CITY OF BUSSELTON

<b>SUBJECT INDEX:</b>	Policy Development
<b>STRATEGIC OBJECTIVE:</b>	Governance systems that deliver responsible, ethical and accountable decision-making.
<b>BUSINESS UNIT:</b>	Governance Services
<b>ACTIVITY UNIT:</b>	Governance Services
<b>REPORTING OFFICER:</b>	Manager, Governance Services - Lynley Rich
<b>AUTHORISING OFFICER:</b>	Chief Executive Officer - Mike Archer
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A Existing Policy Relating to Applications for Exploration or Mining/Extraction Licenses for Coal Within the City of Busselton

**This item was considered by the Policy and Legislation Committee at its meeting on 18 February 2016, the recommendations from which have been included in this report.**

## **PRÉCIS**

The Council has had a policy in place since February 2012 setting out an approach to guide the City's response to applications for exploration and mining licenses for coal wholly or partially within the District of the City of Busselton. This review has been proposed through the Policy and Legislation Committee on the basis that a Councillor was seeking to move a notice of motion to review the policy, however, as the process of review is established through the Committee, the notice of motion process was deemed to not be required.

Recently, a presenter at a Council meeting requested the Council to consider extending the provisions of its policy to include conventional gas mining and the Mayor indicated in response that policies are reviewed through the Policy and Legislation Committee and that this could be considered through this Committee.

This report is presented to enable the Committee to make a recommendation to Council as to whether any changes to the policy are required. It is the recommendation of officers that if the Council deems there is sufficient concern to warrant consideration of a policy relating to conventional gas that the Council seek briefings and/or further information from relevant sources before determining whether it should extend the current coal related policy to conventional gas, adopt a separate but similar policy or to remain policy neutral. No changes are recommended to the policy at this time.

## **BACKGROUND**

A representative of Gas Free South West WA through public question time at a Council meeting on 27 January, 2016 requested Council's consideration of extending its existing policy relating to coal mining to include conventional gas mining.

The development of the Council's policy position relating to coal mining occurred in 2011 in consultation with the Shire of Augusta-Margaret River through the established CapeROC partnership in response to applications for coal exploration licenses that were occurring at the time and significant community concern relating to the potential for coal mining or coal seam gas extraction to occur in the District.

At its meeting on 22 February 2012, the Council adopted a position of opposing the mining of coal (at mining application stage), on the basis of concerns about its potential impacts on groundwater and surface water quality and quantity, conflict with existing land uses such as tourism, recreation, agriculture and viticulture, and the potential for coal mining to impact on the character, attraction and quality of life of the region.

The Council also supported continued lobbying of the Minister for Mines and Petroleum and other relevant Parliamentarians against the granting of exploration licences for coal resources in the district of the City of Busselton and neighbouring Shire of Augusta-Margaret River on the basis that the City of Busselton opposes coal mining for the reasons in its policy, and an exploration licence may eventuate in a coal mining license. The policy was adopted in its current form (attached).

## **STATUTORY ENVIRONMENT**

In accordance with Section 2.7(2)(b) of the *Local Government Act 1995* it is the role of the Council to determine the local government's policies. The Council does this on the recommendation of a Committee it has established in accordance with Section 5.8 of that Act.

While the exact approvals required for conventional gas mining would vary depending upon the activity being undertaken, it is most likely that approval for a gas well would be required under the Petroleum and Geothermal Energy Resources Act 1967 and regulations associated with that Act. All approvals under that legislation are dealt with at a State Government level.

## **RELEVANT PLANS AND POLICIES**

Council policy 043 currently applies to a process to guide the City's response to applications for coal related mining activity wholly or partially within the District of the City of Busselton. The Council has been requested to consider extending the application of this policy to include conventional gas mining.

## **FINANCIAL IMPLICATIONS**

Not applicable with regard to the review of the policy, while noting that any decision to actively oppose conventional gas mining generally or applications specifically may have resourcing implications.

### **Long-term Financial Plan Implications**

NA.

## **STRATEGIC COMMUNITY OBJECTIVES**

This matter relates to responsible, ethical and accountable decision-making.

## **RISK ASSESSMENT**

Not required.

## **CONSULTATION**

It is recommended that if the Council seeks to consider a policy position relating to conventional gas mining that it be undertaken in consultation with relevant stakeholders.



**OFFICER COMMENT**

As identified in this report, the City currently has an established position relating to coal and coal seam gas including having requested consideration of amendments to legislation, planning frameworks and planning policies as well as a position to lodge objections relating to coal mining applications and require Council consideration of any coal seam gas application or notification. This was in response to a specific application at the time that caused significant community concern.

It must be noted that in relation to mining applications all approvals are dealt with at a State Government level. Depending upon the circumstances surrounding the application, there may not even be a requirement for the City to be consulted before an approval is issued.

The Council has been requested to consider whether the same concerns exist in relation to the mining of conventional gas, and if so, to consider what changes can be implemented to the existing policy provisions. It is recommended that if the Council seeks to consider policy changes that it first seek to consult with relevant stakeholders before proposing such changes to enable an informed decision to be made.

**CONCLUSION**

If the Council seeks to make any policy changes it is recommended that the Council obtain additional information as to the risks pertaining to conventional gas mining specifically before proceeding. However, this report relates to matters that are ultimately within the control of the State Government. No changes to the policy are recommended.

**OPTIONS**

The Council may be of the view that it currently has sufficient concerns to amend the current policy.

The Council may be of the view that it needs more information to determine whether there are sufficient concerns relating to conventional gas extraction before considering a policy position on this matter. If this is the case, it is recommended that other stakeholders be consulted before any policy changes are considered.

**TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

Immediately upon consideration by Council.

**COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION**

That the Council:

1. Does not make any changes to its policy position articulated in Council policy 043 at this time for the reasons outlined in the report.

<b>043</b>	<b>Applications for Exploration or Mining/extraction licenses for coal within the City of Busselton</b>	<b>V3 Current</b>
------------	---	-------------------

## 1. PURPOSE

This policy will guide the City's response to notification of applications for exploration or mining licences for coal under the *Mining Act, 1978*.

## 2. SCOPE

This policy covers all land within the district of the City of Busselton and relates to applications under the Mining Act whether wholly or partly over land within the district, for the purpose of coal and related materials extraction. The policy is not applicable to notification of applications that relate to mineral sands and related materials.

## 3. POLICY CONTENT

3.1 The City of Busselton is committed to ensuring that the extraction of natural resources within the district is consistent with the economic, environmental and social sustainability of the area. The mining of coal within the district is considered to be potentially inconsistent with this objective due to the following:

- \* The potential for coal mining to jeopardise the quality and quantity of groundwater and surface water available in the area as is required for environmental and other uses.
- \* The potential for coal mining to conflict with existing land uses in the region such as; tourism, recreation, agriculture and viticulture.
- \* The significant community concern about proposed coal mining in the region and the potential for a coal mine to impact on the character, attraction and quality of life in the region.

3.2 In achieving the above objective the City of Busselton will as a minimum:

- a) lodge a letter of objection to any application for an exploration licence where it can be reasonably ascertained that coal is one of or the principal target mineral, and for which the City has received notification, with the reasons for that objection based on the City's concerns with coal mining identified in 3.1 above.
- b) lodge a formal objection (form 16) with The Warden to any application for a mining lease for coal for which the City has received notification, with the reasons for that objection based on the City's concerns with coal mining identified in 3.1 above.

## 4. COAL SEAM GAS PROPOSALS

The Council has significant concerns regarding the potential implications, particularly on ground water resources, of any coal seam gas extraction activity in the district and therefore requires that any referral or advertising of an application or notification pertaining to this activity is to be reported to the Council for consideration of lodgement of a formal objection.

### **Policy Background**

Policy Reference No. - 043

Owner Unit – Planning and Development Services

Originator – Director, Planning and Development Services

Policy approved by – Council

Date Approved – 22 February, 2012

### **History**

<b>Council Resolution</b>	<b>Date</b>	<b>Information</b>
C1202/030	22 February, 2012	Version 3 Differentiates responses to exploration applications and mining licence applications
		Version 2 Developed and considered by the Council but not adopted – direction given to review further
C1108/269	24 August, 2011	Version 1 Implementation

10.4 Airport Advisory Committee - 26/02/2016 - BUSSELTON REGIONAL AIRPORT - NOISE MANAGEMENT PLAN REVIEW

<b>SUBJECT INDEX:</b>	Busselton Margaret River Regional Airport
<b>STRATEGIC OBJECTIVE:</b>	Infrastructure assets are well maintained and responsibly managed to provide for future generations.
<b>BUSINESS UNIT:</b>	Commercial Services
<b>ACTIVITY UNIT:</b>	Commercial Services
<b>REPORTING OFFICER:</b>	Manager, Commercial Services - Jennifer May
<b>AUTHORISING OFFICER:</b>	Director, Community and Commercial Services - Naomi Searle
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A Noise Management Plan - 2016 - DRAFT

**This item was considered by the Airport Advisory Committee at its meeting on 26 February 2016, the recommendations from which have been included in this report.**

## **PRÉCIS**

This report presents the updated Busselton-Margaret River Regional Airport Noise Management Plan (2016) (NMP) following a review of the plan initiated by the State Government's decision to fund the upgrade of the Airport. The revised NMP will be advertised for public comment and be submitted to the Office of the Environmental Protection Authority as part of the environmental approval process for the Airport Development Project.

## **BACKGROUND**

The concept of a Noise Management Plan (NMP) for the Busselton Regional Airport (BRA) was first initiated in 2009 when environmental consulting firm Strategen was engaged to prepare a NMP. This was in response to the first Fly in Fly out (FIFO) services commencing at the BRA and the need to address the restrictive hours of operations and conditions specified in Ministerial Statement 399 approved by the Minister for the Environment (October 1995). The key elements of Statement 399, that the then Shire of Busselton was looking to revise and seek approval from the Office of the Environmental Protection Authority (OEPA) and Minister for the Environment were;

*"4.2 To achieve the objectives of condition 4.1, at all times during the operation of the aerodrome, the proponent shall ensure that noise emissions from the aerodrome activities, including emissions from aircraft using the aerodrome, do not cause noise levels at any residential premises in occupation to exceed an average of 55 dB(A)Ldn or a maximum of 65 dB L a slow, unless a specific variation to the maximum noise level is agreed to by the Minister for the Environment on advice of the Department of Environment and Conservation and following consultation with relevant agencies.*

*4.3 Where a variation has been granted by the Minister for the environment, as referred to in condition 4.2, the variation may only apply for operation between 0700 hours and 2200 hours, and the proponent shall ensure that the maximum noise level does not exceed 80 dB La slow and that the number of flights is limited "*

A variation, described in condition 4.3 had been granted by the Minister for the Environment to allow two (2) flights per day between the hours of 0700 and 2200 with aircraft noise to be limited to 80 dB(A) to enable the first Skywest Airlines Fokker100 FIFO operations to commence.

Environmental consulting firm Strategen was engaged to prepare a draft NMP that was presented to the then Airport Advisory Group (AAG). The AAG was a working group made up of community members, three Shire Councillors, and representatives from the Busselton and Dunsborough Chambers of Commerce, Geographe Bay Tourism Association and the Busselton Aero Club.

The draft NMP was further developed by the AAG and in July 2010 a draft plan was presented to the Council for review and consideration. Furthermore, at this time the AAG was transitioned to an official committee of the Council, the Airport Advisory Committee (AAC), with four nominated Councillors. In October 2010, the newly formed AAC, requested City staff to review and update the draft NMP (developed by the AAG) and present a final draft to the Council for endorsement prior to being submitted to the OEPA for consideration. A final draft version of the NMP was presented to the Council for endorsement on 15 December 2010 followed by submission to the OEPA on the 1 February 2011.

A lengthy consultation period occurred with the OEPA, including a public consultation period of four weeks, prior to a final NMP being submitted to the OEPA Board for consideration and referral to the Minister of the Environment; Water for approval. The City of Busselton's Noise Management Plan (June 2012) was approved as part of Ministerial Statement 901 on the 22 June 2012.

As part of the annual compliance reporting detailed in the Ministerial Statement for the Busselton-Margaret River Regional Airport (BMRRA), the City of Busselton has the opportunity to review and submit proposed amendments or updates to the NMP. In a report presented to the Council at its meeting on 28 August 2013, City Officers presented a number of proposed changes, some were considered minor or not technical in nature and hence did not change the intent of the existing NMP. However, some of the proposed changes to the Hours of Operations were considered material under Condition 4-2 of the then Statement 901 and were advertised for public comment. Following Council endorsement, City Officers submitted a proposed, amended NMP to the OEPA for review and approval in September 2013.

The OEPA assessment resulted in the proposed material amendments being resubmitted by the City of Busselton as a Section 46 application under the Environmental Protection Act (1986), which occurred in March 2014. Following further discussions with the OEPA and gaining agreement on the proposed amendments, the City of Busselton submitted a final revised version of the NMP in December 2014, which came into effect in July 2015.

In June 2015, the State Government committed to funding the upgrade of the BRA. After reviewing a rigorous Business Case submitted by the South West Development Commission in 2013, and considering the views of the Steering Committee appointed by the then Minister for Transport to oversee the development of the Business Case, the Government publically committed to allocating funding for the redevelopment of the BRA.

The Airport Development Project Team was established soon after the funding announcement and one of the priority approval processes identified for the project was the environmental approvals required from the Minister of the Environment; Heritage. The environmental approvals specifically involve the City of Busselton applying to the Office of Environmental Protection Authority (OEPA) to amend the proposal description that underlies the current Ministerial Statement 1009 and submit a revised NMP that will allow for the proposed interstate air services resulting from the Airport Development Project. Following consultation with the OEPA, an Assessment of Proponent Information-Category A (API-A) is considered the most appropriate assessment application to amend the existing Ministerial Statement and implement a revised NMP.

As identified in the preparation of the Business Case and by the project team, one of the key constraints of the current NMP to future operations and viability of the BMRRA is the current hours of operations, hence Officers are proposing such changes. Officers are also recommending that the relevant sections of the NMP relating to noise acceptability, criteria, reduction measures and amelioration be updated to be in line with the recently updated Australian Standards *AS2021: Acoustics—Aircraft noise intrusion, Building Siting and Construction (2015)*. The recommended amendments to the NMP (2015) can be summarised into the following key areas listed below;

<b>Description</b>	<b>Chapter(s) of the NMP</b>	<b>Comments relating to proposed NMP (2016)</b>
Grammatical updates	All	Includes amendments such as airport name change (BRA-BMRRRA), typographical errors, index page update, addition of terms to 'Definitions page' etc  These changes do not change the intent of the NMP (2015).
Inclusion of Airport Development Project information	Background (p3)  Objectives for Development (p5)	Information relating to the upgrade of the Airport has been added as context in describing the future operations, expansion of infrastructure and objectives including management of aircraft noise.
Standard Operating hours	3.1.3 Standard Hours of Operations (p13-15)	<ol style="list-style-type: none"> <li>1. Number of operating categories has been reduced from five to three (See Table 3) – Light and General Aviation categories have been combined into one; Open&amp; closed Charter Flights and RPT services have been combined into one category.</li> <li>2. In combining the Light Aviation and General Aviation categories the requirement for light aviation / Single Engine Aircraft under 2000kg MTOW not to exceed 65dB(A) has been removed.</li> <li>3. All operating categories have unrestricted operating hours subject to aircraft noise not exceeding 85dB(A) and aircraft &gt;5,700kgs MTOW requiring approval to operate.</li> </ol>
Flight Training	3.1.5 Flight Training Guidelines (p19-22)	<ol style="list-style-type: none"> <li>1. Aircraft type has been amended to include "Single engine aircraft" under 1500kgs MTOW</li> <li>2. Single engine aircraft noise emissions has been changed from 'to be less than 65dB(A)' to 'to be less than 85 dB(A)'.</li> <li>3. Times for flight training operations amended to Mon-Fri 8am – last light; Saturdays, Sundays and Public Holidays 9am -5pm.</li> </ol>
Non-Conforming Activities	3.3.2 Approval for Non-Conforming Activity (p25-26)	Based on the assumption that the proposed amendments to the Standard Hours of operations are accepted this section will be deleted.
Methods for determining Noise Impacts and reduction measures	6.2 Noise reduction, Amelioration and Measures (p32-33)	<ol style="list-style-type: none"> <li>1. Added information relating to the City's decision to adopt the AS2021;2015 Acoustics – Aircraft noise intrusion – Building siting and construction.</li> <li>2. Added information on the preparation and use</li> </ol>

		of ANECs and N-contours for the developed Airport.
Noise Acceptability Criterion	6.2.1 Noise Reduction Parameters (p33)	Inserted the acceptability definitions and noise levels detailed in AS2021;2015 Section 2.3 and Table E1.
Noise Amelioration	6.2.2 noise Amelioration as a Noise Reduction Technique (p34)	Inserted the building site acceptability criteria detailed in AS2021;2015 Table 2.1 and Table E1.
Implementation of NMP	9.3 Implementation Priorities (p45)	Deleted this section as originally included to detail the implementation actions of the NMP approved in 2012.

Table 1: Summary of proposed amendments to the NMP.

## STATUTORY ENVIRONMENT

The Noise Management Plan (22 June 2012) was approved by the then Minister for the Environment; Water after review and consideration by the Environmental Protection Authority. Compliance reporting and review of the NMP is defined under Ministerial Statement 1009; Busselton Regional Aerodrome.

As part of the Airport Development Project, the City of Busselton is required to seek environmental approvals for the project in accordance with the Environmental Protection Act (1986) from the Minister for the Environment; Heritage through the assessment processes of the OEPA. Following recent consultation with the OEPA, an Assessment on Proponent Information Category A (API-A) is considered the most appropriate process for the City to submit an application which will include the revised NMP. The City will submit the API-A referral application in accordance with the Environmental Protection Authority's Environmental Assessment Guideline 14 (EAG14) and the Environmental Protection Act (1986).

The BMRRRA operates in accordance with the following: Aviation Transport Security Act 2004, Aviation Transport Security Regulations 2005, CASA MOS 139, Council's Transport Security Plan and City policies and procedures.

## RELEVANT PLANS AND POLICIES

This report is in-line with the City of Busselton's current Noise Management Plan and processes for monitoring and reporting of aircraft movements and proposed changes to update the NMP.

## FINANCIAL IMPLICATIONS

The Commercial Services Business unit has an approved operational budget allocated to the maintenance and upkeep of the facility and aviation related services. None of the recommended changes to the NMP are expected to have an additional cost implication to the operational budget.

The Airport Development Project, funded by the State Government and overseen by the Project Governance Committee (PGC) has a budget allocated for the project approval processes, including the environmental approvals being sought.

One of the possible future actions resulting from the approval of the recommended changes to the NMP could be to perform noise monitoring at residential properties in the vicinity of the Airport. As such a budget allocation for noise amelioration has been included in the Airport Development Project and will be considered at the appropriate time.

### **Long-term Financial Plan Implications**

An operational financial model was developed as part of the State Government Business Case proposal which incorporated a 10-year financial plan. The model considered revenues and costs associated with the upgraded facility, including up-front and recurrent capital and ongoing operational expenditure. The model demonstrates that the upgraded facility will be self-sustainable, generating a modest profit into the future, to be transferred into the City's Airport Infrastructure Renewal and Replacement Reserve at the end of each financial year. It should be noted however that the revenue projections were based on Regular Public Transport (RPT) aircraft being able operated beyond the current Standard Hours of Operations as governed through the NMP.

The Long Term Financial Plan (LTFP) is currently based on the current operations, and will require updating to reflect the Development Project, including ongoing operational and capital revenue and expenditure based on the funded project. This work has commenced.

### **STRATEGIC COMMUNITY OBJECTIVES**

This report is consistent with the City of Busselton's Strategic Community Plan (2013) community goals and objectives;

Well Planned, Vibrant and Active Places:

1. Infrastructure assets that are will maintained and responsibly managed to provide for future generations.

Connected City:

2. Transport options that provide greater links within our district and increase capacity for community participation.

### **RISK ASSESSMENT**

An assessment of the potential implications of implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment identifies 'downside' risks only, rather than 'upside' risks as well. The table below describes identified risks where the residual risk, once controls have been identified, is identified as 'medium' or greater;

<b><i>Risk</i></b>	<b><i>Controls</i></b>	<b><i>Consequence</i></b>	<b><i>Likelihood</i></b>	<b><i>Risk Level</i></b>
Extending the Hours of Operation cause noise nuisance and complaints requiring noise monitoring and mitigation.	Monitor and assess any increase in aircraft traffic during the extended hours for the potential for noise complaints from the community.	Minor	Unlikely	Medium
NMP Public consultation results in OEPA API- A appeals process that could delay the commencement of the Development Project construction phases.	Community information sessions and private meetings held with members of the community on aircraft noise management. NMP public consultation period performed to assess community feedback.	Moderate	Unlikely	Medium



## CONSULTATION

Officers will continue to consult with the OEPA, CASA, AirServices Australia, City of Busselton residents and wider community, airport users and stakeholders throughout the environmental approval process and Airport Development Project.

The City will utilise the API-A referral process to submit the revised NMP for approval. This process requires the City to complete a public and stakeholder consultation process prior to submitting the API-A application. As such the City of Busselton is undertaking the following public and stakeholder consultation;

Who	Meeting Forum	Description	Information Provided
Residents in vicinity of the Airport and/or near flight paths	Private meeting either at residents home or at the City offices.	<ul style="list-style-type: none"> <li>Brief outline of the development project, objectives and infrastructure;</li> <li>Predicted flight movements;</li> <li>Predicted noise impacts including ANECs, N-Contours and flight paths</li> <li>Noise Management Plan review</li> </ul>	<ul style="list-style-type: none"> <li>City's Noise brochure;</li> <li>City project Fact sheet;</li> <li>Information on External websites and agencies for further information.</li> </ul>
Community information sessions	Information session for up to 12 people held at the City offices.	<ul style="list-style-type: none"> <li>Brief outline of the development project, objectives and infrastructure;</li> <li>Predicted flight movements;</li> <li>Predicted noise impacts including ANECs, N-Contours and flight paths</li> <li>Noise Management Plan review</li> </ul>	<ul style="list-style-type: none"> <li>City's Noise brochure;</li> <li>City project Fact sheet;</li> <li>Information on External websites and agencies for further information.</li> </ul>
Decision Making Agencies (DMAs) engagement	Individual meetings with DMAs – Libby Mettam MLA Dept Of Water Dept Parks and Wildlife Dept of Transport	<ul style="list-style-type: none"> <li>Brief outline of the development project, objectives and infrastructure;</li> <li>Predicted flight movements;</li> <li>Predicted noise impacts including ANECs, N-Contours and flight paths</li> <li>Noise Management Plan review</li> </ul>	<ul style="list-style-type: none"> <li>City's Noise brochure;</li> <li>City project Fact sheet;</li> <li>Information on External websites and agencies for further information.</li> </ul>
NMP Public Comment	Revised NMP	<ul style="list-style-type: none"> <li>Revised NMP</li> </ul>	<ul style="list-style-type: none"> <li>Revised NMP</li> </ul>

	advertised on the City's Airport website for public comment.	showing track changes advertised for 21 days for public comment.	<ul style="list-style-type: none"> <li>• Summary of changes and justification for changes</li> <li>• Information on API-a process</li> </ul>
--	--	--	--

Eighty seven letters were sent out to residential property owners in the vicinity of the airport inviting them to a private meeting regarding the Development Project and aircraft noise management associated with the BMRRA. A total of 8 meetings were booked with one resident cancelling prior to the meeting. The majority of feedback received from residents related to questions on flight paths and the possibility of flights late at night as well as asking to be kept informed of updates throughout the project.

Additionally, 1180 letters were sent out to property owners in residential areas approximately within 5km of the airport informing community members of the community information sessions and how to register. The community information sessions were also advertised in the local media. A total of five community sessions were held with between 10 and 14 people attending each session. As with the private meetings the main feedback received from the sessions related to questions on the flight paths and the possibility of flights late at night as well as requesting to be kept informed of updates throughout the project.

Following Council's consideration of the revised NMP, Officers will advertise the NMP for a period of 21 days from 14 March – 1 April 2016 on the City and Airport websites for public comment. All public submissions will be presented back to the Council and also included in the API-A referral application to be submitted to the OEPA.

#### **OFFICER COMMENT**

The NMP has now been in effect for over four years and has resulted in a positive impact for the BMRRA with increased charter services and a reduction in the number of noise complaints associated with the airport compared to previous years.

The initial review of the NMP provided an opportunity for the City to identify areas for improvement and make amendments to the plan that continued to safeguard the community and provide flexibility to airport users. As the BMRRA has now been identified strategically as a 'Gateway' airport for the South West Region and the upgrade to cater for interstate services has been funded, the second review of the NMP has considered current and future operations with appropriate controls allowing for flexibility in increased growth.

Officers are recommending a number of amendments to the current NMP, some of which are minor including grammatical and typographical changes and information relating to the Development Project, and therefore do not change the intent of the NMP. These amendments are considered minor in nature and under the current Ministerial Statement 1009 (condition 4.2) the CEO has the authority to approved these changes.

However, the proposed amendments to chapters 3.1.3 Standard hours of operation, 3.1.5 Flight Training Guidelines, 6.2 Noise reduction, Amelioration and measures are considered material and under condition 4.2 of Statement 1009 need to be considered by the OEPA for approval. These proposed amendments will be assessed by the OEPA through the API-A referral process. The proposed amendments are discussed below;

### Standard hours of Operation

Officers recommend consolidating the number of different aircraft operating categories in this section. This is primarily to remove some of the confusion around the definitions of light and general aviation. The current NMP distinguishes between light and general aviation with light aviation aircraft being defined as single engine aircraft under 2000kg MTOW not exceeding 65dB(A) and general aviation including all other aircraft not included in the light aviation definition. There are instances where light aviation aircraft under 2000kgs MTOW exceed the 65dB(A) noise level and hence cause confusion for pilots leading to non-compliances. The current definitions also places responsibility on Airport staff for deciding if the noise level of light aircraft breaches the 65dB(A) based on published information which can be difficult to source. Hence, Officers are recommending that the light and general aviation categories are combined with the conditions that aircraft can have unrestricted operations, but do not exceed 85dB(A) and general aviation aircraft over 5,700kgs require prior approval to operate from in/out of the BMRRA.

Officers also recommend that the categories of open and closed charters and RPT services are combined into one category. The conditions proposed that apply to this category are for unrestricted operations with City approval and aircraft noise not to exceed 85dB(A). The justification for approved, unrestricted operations are to facilitate future interstate operations that may need to operate at 'back of clock' hours. In the City's initial discussions with airlines interested in potentially servicing future interstate services from the BMRRA, have indicated that until the BMRRA route demand has been established they may want to fly unutilised aircraft between the hours of 1100pm – 0200am depending on the destination (Melbourne or Sydney). To ensure that noise is managed effectively, the City of Busselton will have an approval process for all aircraft in this category operating in/out of the BMRRA. The proposed amendments to the standard hours of operation are listed below;

<b>Operator / Aircraft Type</b>	<b>Current Standard Hours of Operation</b>	<b>Proposed Standard Hours of Operation</b>	<b>Proposed Conditions</b>
Emergency Services	UNRESTRICTED	UNRESTRICTED	<b>Emergency situations and normal flight patterns</b>
Light Aviation/ General Aviation	Light Aviation  Single Engine Aircraft under 2000kg MTOW not exceeding 65dB(A)*  General Aviation  (Any aircraft that does not comply with the Light Aviation definition)  0700 to 1900 May – November	UNRESTRICTED	<b>(training flights require approval under the Flight Training Guidelines)</b> <b>Subject to noise not exceeding 85dB(A)*</b>  <b>Flight Training approval required (only available for aircraft below 1500kg MTOW and flight training conditions apply)</b>  <b>Aircraft above 5,700kgs MTOW – City approval required</b>

<b>Open, Closed Charters, RPT/Commercial Operators</b>	0600 to 2100 December - April <b>Open and Closed Charter Flights</b>  0600 to 2200  <b>Regular Passenger Transport Flights</b>  0600 to 2300	<b>UNRESTRICTED</b>	<b>Subject to noise not exceeding 85dB(A)*</b>  <b>City approval required</b>
--	--	---------------------	---

### Flight Training Guidelines

Officers recommend a number of amendments to this chapter. The first is to further define the type of aircraft that can perform flight training from the BMRRRA by including 'single engine aircraft' under 1500kgs MTOW in the definition. This will ensure that flight training is restricted to the smaller light aircraft and hence minimise the noise impact from training. Further, the daily hours allowable for flight training have been amended to reflect an even spread of hours throughout the week and on public holidays.

### Non-Conforming Activities

The current NMP allows for the CEO to approve twelve non-conforming activities per reporting year. Non-conforming activities are flight activities that operate outside of the standard hours of operations and approved for operations in support of delayed scheduled FIFO services and events such as the Variety Charity Bash or Leeuwin Concerts that occur annually. Based on the acceptance of the proposed amendments to chapter 3.1.3 Standard Hours of Operations, chapter 3.3.2 Non-Conforming Activities can be deleted from the NMP.

### Noise Reduction, Amelioration and Measures

The current NMP (2015) approach to noise reduction, amelioration and noise criterion is based on the inclusion of building siting criteria and noise acceptability criteria from a number of different sources including the superseded Australian Standard 2021;2000. Officers recommended that the revised NMP be based on the AS2021;2015 standard and use a combination of criteria from the standard that relates to aerodromes with Australian Noise Exposure Forecast (ANEFs) and for aerodromes that do not have ANEFs.

The recommendations from government, regulatory bodies and the aviation industry for measuring and predicting noise impacts at Australian airports is broadly based on the use of the ANEF system. The ANEF system was developed in 1980 following results from surveys from the existing system in use in Australia at that time (the NEF system) which was then modified to suit Australian conditions and became termed the ANEF system. The ANEF system was developed as a land use planning tool aimed at controlling encroachment on airports by noise sensitive buildings. The system underpins Australian Standard AS2021 'Acoustics—Aircraft noise intrusion—Building siting and construction'. The Standard contains advice on the acceptability of building sites based on ANEF zones and for aerodromes do not have ANEFs (ANEFs are not considered a suitable tool for light aviation aerodromes that do not have jet aircraft operations), building site acceptability using decibel (dB(A)) levels.

The proposed amendments to this section of the NMP include a combined approach of using the ANEF zones and decibel levels to determine the acceptable, conditionally acceptable and unacceptable aircraft noise levels for buildings (including homes, units, flats) potentially impacted by

aircraft noise. The acceptability criteria vary depending on the type of land use. The Table below details the recommended criterion taken from AS2021; 2015 to be included in the NMP;

Outdoor Noise Criterion
<p>Noise Amelioration action is required where <math>L_{Amax}</math> regularly exceeds<sup>2</sup> –</p> <ul style="list-style-type: none"> <li>(1) 85dB(A); or</li> <li>(2) 80-85dB(A) for &gt;15 events<sup>1</sup> per day; or</li> <li>(3) 75-80dB(A) for &gt;30 events<sup>1</sup> per day; or</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>(1) Each aircraft noise event occurring between 7pm and 7am is to be counted as 4 events.</li> <li>(2) Regularly exceeds consists of events arranged in or constituting a constant and definite pattern, especially with the same space between individual circumstances. Noise generated by Emergency Services Aircraft operating in emergency situations are not to be taken to count towards the monitored noise events for amelioration purposes.</li> </ul> <p>OR</p> <p>Table 2.1 Building Site Acceptability based on ANEF Zones in AS2021:2015; where a house, home, unit, flat, caravan park falls in the 20-25 ANEF zone</p>

Officers have used a combination of criterion from AS2021;2015 applicable to both aerodromes with and without ANEFs. This approach is to ensure that the community is provided with a suitable level of protection from aircraft noise.

## CONCLUSION

The NMP has been in effect for over three years now and has been subject to one review. With the funding secured from the State Government to upgrade the BMRRA and the required environmental approval process underway for the project, there is a need to update the current NMP. As such Officers have reviewed the NMP and are proposing amendments to a number of sections, in particular the standard hours of operations, flight training guidelines, noise reduction, amelioration and noise criterion measures. This report presents the proposed amendments to the NMP to be advertised for public comment for a period of 21 days and then to be included in the API-A referral application to the OEPA.

The proposed amendments have been drafted to allow and support the development of the BMRRA, particularly with the funding announcement to upgrade the airport to operate interstate services to Melbourne and Sydney, and continue to provide protection to the community from aircraft noise. Areas included in NMP such as the noise complaints process and request for noise amelioration assessment have been reviewed and remain in place without any amendments. Where amendments are being proposed, Officers have also considered appropriate control measures such requiring approval for operations.

## OPTIONS

The Council may choose not to support the Officers recommendation and;

1. Reject the second review and proposed amendments for the NMP; or
2. Support the review of the NMP however recommend alternative amendments to the NMP;

**TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

The revised NMP will be advertised for public comment following Council endorsement for 21 days from 14 March – 1 April 2016 on the City and Airport websites for public comment. All public submissions will be presented back to the Council and also included in the API-A referral application to be submitted to the OEPA by the end of April 2016.

**COMMITTEE RECOMMENDATION AND OFFICER RECOMMENDATION**

That the Council:

1. Notes and supports the second review of the Busselton-Margaret River Regional Airport (BMRRA) Noise Management Plan and the proposed amendments as per the attached draft BMRRA Noise Management Plan (2016).
2. Endorses the draft BMRRA Noise Management Plan (2016) for public comment for a period of 21 days with public submissions to be referred to Council for consideration.



---

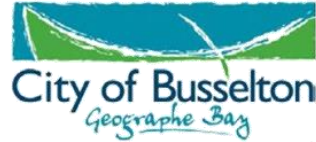
SOUTHERN DRIVE, BUSSELTON, WESTERN AUSTRALIA

Telephone: (08) 9781 0444 Facsimile: (08) 9752 4958

Email: [city@busselton.wa.gov.au](mailto:city@busselton.wa.gov.au)

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

---



ALL COMMUNICATIONS TO: THE CHIEF EXECUTIVE OFFICER, LOCKED BAG 1 BUSSELTON WA 6280



---

**BUSSELTON-MARGARET RIVER**  
**REGIONAL AIRPORT**

**NOISE MANAGEMENT PLAN**

**2016**

---

## INDEX

<u>Southern Drive, Busselton, Western Australia .....</u>	<u>1</u>
<u>All communications to: The Chief Executive Officer, Locked Bag 1 BUSSELTON WA 6280 .....</u>	<u>1</u>
<u>1. Introduction and Background .....</u>	<u>0</u>
<u>2. Principles and Statement of Intent .....</u>	<u>5</u>
<u>3. Management of Operational Activities .....</u>	<u>11</u>
<u>3.1. Airport Operational Activities .....</u>	<u>11</u>
<u>3.1.1. Flight Paths .....</u>	<u>11</u>
<u>3.1.2. Noise Abatement Zones .....</u>	<u>12</u>
<u>3.1.3. Standard Hours of Operation .....</u>	<u>13</u>
<u>3.1.4. Fly Neighbourly Agreement .....</u>	<u>16</u>
<u>3.1.5. Flight Training Guidelines .....</u>	<u>18</u>
<u>3.1.6. Licence Renewal Training .....</u>	<u>23</u>
<u>3.2. Aircraft Noise Management .....</u>	<u>23</u>
<u>3.3. Activities Requiring City Approval .....</u>	<u>24</u>
<u>3.3.1. Approval for Charter and RPT Operations .....</u>	<u>24</u>
<u>3.3.2. Approval for Flight Training or Licence Renewal Training .....</u>	<u>25</u>
<u>4. Land Use Planning .....</u>	<u>27</u>
<u>4.1. Busselton Airport Development Guide Plan .....</u>	<u>28</u>
<u>4.2. Busselton Airport Structure Plan .....</u>	<u>28</u>
<u>4.3. Urban Growth Strategy .....</u>	<u>28</u>
<u>5. Noise Assessment and Monitoring .....</u>	<u>29</u>
<u>5.1. Noise Monitoring .....</u>	<u>29</u>
<u>5.2. Noise Modelling .....</u>	<u>30</u>
<u>6. Noise Amelioration .....</u>	<u>31</u>
<u>6.1. Noise Context .....</u>	<u>31</u>
<u>6.2. Noise Reduction and Amelioration Measures .....</u>	<u>32</u>
<u>6.2.1. Noise Reduction Parameters .....</u>	<u>32</u>
<u>6.2.2. Noise Amelioration as a Noise Reduction Technique .....</u>	<u>34</u>
<u>6.2.3. Process for Amelioration Assessment .....</u>	<u>36</u>
<u>7. Communication and Consultation .....</u>	<u>38</u>
<u>8. Noise Complaints .....</u>	<u>39</u>
<u>8.1. Noise Complaints Procedure .....</u>	<u>39</u>
<u>8.2. Noise Complaint Investigation .....</u>	<u>40</u>
<u>9. Implementation and Review .....</u>	<u>41</u>
<u>9.1. Compliance Framework .....</u>	<u>42</u>
<u>9.2. Review Process .....</u>	<u>44</u>



#### Lists of Tables and Figures

Table 1 - Document Management Information

Table 2 - Operational Limitations and Approved Parameters

Table 3 - Consultation Process for Non-Conforming Activity

Table 4 - Noise Monitoring Schedule

Table 5 - Guide to Noise Level Acceptability

Table 6 - Noise Criterion for Amelioration

Table 7 - Target Levels for the Design of an Acoustic Insulation Package

Table 8 - Noise Exceedance Response

Table 9 - Amelioration Assessment Parameters

Table 10 - Management Structure

Table 11 - Key Management Actions Year 1

Figure 1 - Existing and Planned Residential Development with Proximity to the [Busselton-Margaret River Regional Airport](#)

Figure 2 - Five and Ten Nautical Mile Boundaries

#### Definitions

**Accredited Environmental Noise Personnel** - a person authorised in accordance with Sections 87 and 88 of the *Environmental Protection Act 1986*.

**AGL (Above Ground Level)** - a height reference to distance above ground level.

**ANEC** - These are scenario contours and are used to produce 'what if' contours, for example, in the process of examining flight path options around an airport.

**ANEF** - These are the official forecasts of future noise exposure patterns around an airport and they constitute the contours on which land use planning authorities base their controls.

**Australian Noise Exposure Forecast (ANEF)** - a prediction of the cumulative exposure to aircraft noise which communities near an airport are likely to experience in a specified future time (usually 10 – 20 years) and over a specified duration (usually one year). The results are depicted in the form of contours linking areas that have the same noise exposure.

**Charter (Closed) - Operation**, with fixed schedule to and from fixed terminals, in which the purchase of tickets is not available to any member of the public but specifically to an individual or organisation.

**Charter (Open)** - Operation, with fixed schedule to and from fixed terminals, in which the purchase of tickets is available to any member of the public through either a agent or directly on-line.

**dB L<sub>A</sub> SLOW** - the A-weighting filter covers the full audio range - 20 Hz to 20 kHz and the shape is similar to the response of the human ear at the lower levels, SLOW refers to the time weighting applied.

**Flight Training** – instruction received from a flight training school or qualified flight training instructor in an aircraft or flight simulator. Training only applies to student pilots or unqualified

pilots. Flight training definition does not include recurrent training or licence renewal training, ground training or a demonstration flight.

**Fly Neighbourly Agreement (FNA)** - a voluntary code of practice included in the Noise Management Plan to be actively promoted and facilitated by the City

**Licence Renewal Training** - training performed by a qualified pilot, whereby specific operations are required to be completed to maintain pilot licence as current (example; Take off/Landings, VFR operations) as defined under CAR 1988 Volume 2 – Part 5, Division 8.

**Noise Abatement Zones** - areas of land with proximity to the airport with existing or planned noise sensitive land uses over which aircraft activity is to be minimised.

**Noise Contours (N-Contour or Nxx)** - the noise contours on a map indicate the number of aircraft noise events louder than the specified dB(A) level which would occur on the average day during the period covered (example - an N65 contour map would depict the number of events that would exceed 65dB(A) on the average day).

**Noise Sensitive Location** - a land-use with an identified sensitivity to noise eg: residence, hospital.

**Regular Passenger Transport (RPT)** – commercial airline services operating to a regular schedule, to and from fixed terminals, where the purchase of tickets is available to any member of the public.

**Special Control Areas** - areas of land with proximity to the airport where noise sensitive land uses can be restricted.

Table 1 – Document Management Information

<u>NMP revision</u>	<u>18 February 2016</u>	<u>City of Busselton</u>
NMP (January 2015) Ministerial Approval	7 July 2015	Minister for Environment; Heritage
NMP Final revision	22 December 2014	City of Busselton
NMP resubmission	10 March 2014	City of Busselton
NMP revision (First review period)	7 November 2013	City of Busselton
Final Ministerial Approval	22 June 2012	Minister for the Environment
Final proponent revision	3 February 2012	City of Busselton
EPA Board consideration	19 January 2012	EPA Board
Public Consultation	4 weeks advertising	Shire of Busselton
Submission to EPA	1 February 2011	Environmental Protection Authority
Council review and adoption	15 December 2010	Council
Busselton Airport Advisory Committee recommendations	7 December 2010	Airport Advisory Committee
Shire of Busselton review and recommendations	October-December 2010	CEO – Mike Archer
Busselton Airport Advisory Committee revisions and updates	August/September 2010	Airport Advisory Committee (previously Advisory Group)

<p>Busselton Airport Advisory Group development of draft plan</p> <p>The draft Noise Management Plan was developed by the Airport Advisory Group, consisting of:</p> <p>Cr Tom Tuffin – Shire of Busselton Cr Jackie Emery – Shire of Busselton Cr David Binks – Shire of Busselton Mr Ray McMillan – Busselton Chamber of Commerce Ms Natalie Venosi – Geographe Bay Tourism Association Mr Andrew Svalbe – Community representative Mr Peter Stark – Community Representative Mr Ross Beatty / Mr Geoff McGlasson – Busselton Aero Club Mr John McCallum / Mr Brian Rulyancich – Dunsborough-Yallingup Chamber of Commerce Two representatives (with one deputy) of the Airport Residents' Group</p>	<p>August 2009 to July 2010</p>	<p>Airport Advisory Group (later Advisory Committee)</p>
<p>Draft Noise Management Report developed by Strategen</p>	<p>April 2009</p>	<p>Strategen Consultants</p>

---

## 1. INTRODUCTION AND BACKGROUND

### *Introduction*

The [Busselton-Margaret River Regional Airport](#) is a developing airport for the South West region of WA with the further potential to deliver social and economic benefits for both the City of Busselton and the region as a whole.

The City of Busselton, as the owner and operator of the [Busselton-Margaret River Regional Airport](#), seeks to utilise it to its capacity for the benefit of tourism and economic development of the region, while recognising that noise can and does affect members of its community.

The purpose of the [Busselton-Margaret River Regional Airport](#) Noise Management Plan (NMP) is to provide a comprehensive plan for the effective management of noise generated by aircraft using the airport in order to protect the amenity of community members potentially affected by aircraft and airport noise. The main objectives of the NMP are to identify and implement controls and procedures for the effective management of aircraft noise and the reduction of aircraft noise impacts, to provide clear and specific guidelines for airport users as to their responsibilities and obligations with regard to noise management, and to provide the general community with clear and transparent information and guidelines as to the noise management controls and procedures to be employed in respect of aircraft noise in the vicinity of the [Busselton-Margaret River Regional Airport](#).

### *Noise Context*

Noise is generally considered to be sound that has become annoying, unpleasant or unwanted. The overall level of sound is expressed in decibels as a dB(A) value. Industry research in regard to what creates aircraft noise annoyance has been significant, including how to effectively measure, monitor, manage and reduce aircraft noise impact. Annoyance experienced with regard to any noise can vary greatly from individual to individual and also according to the prevailing conditions such as the time of day or night, other background noise, interruption caused by the noise, or its tone, frequency and repetition.

On this basis, methods employed in this NMP to reduce noise annoyance to residents in noise sensitive premises address these factors by restricting evening flight activity, restricting flight training activity as it has a tendency to be repetitious, setting a maximum noise generation capacity for aircraft as it applies to any residence, and developing a "noise-tolerant" society in these noise sensitive areas by the use of land use planning initiatives.

It is outside of the scope of the NMP to identify changes to flight paths and general airborne operations as these are controlled by AirServices Australia and the Civil Aviation Safety Authority. The City has, however, identified the potential for alternative flight paths being proposed to AirServices Australia and the facilitation of Fly Neighbourly principles as key strategies in the NMP to improve amenity outcomes.

#### Structure

The NMP is structured as follows:

- **Chapter 1** provides an introduction to the purpose and objectives of the NMP, information on the Busselton-Margaret River Regional Airport's history and the conditions imposed by the Minister for the Environment.
- **Chapter 2** explains the principles on which the NMP is founded and the City of Busselton's intent with regards to the Busselton-Margaret River Regional Airport.
- **Chapter 3** describes the initiatives to be employed under the NMP to manage and reduce potential aircraft noise impacts at and in the vicinity of the Busselton-Margaret River Regional Airport.
- **Chapter 4** explains how land-use planning and management measures will be implemented to minimise the impact of aircraft noise on the community.
- **Chapter 5** describes initiatives to be employed to monitor and assess aircraft noise at and in the vicinity of the Busselton-Margaret River Regional Airport.
- **Chapter 6** provides for noise reduction measures that can be implemented to protect the amenity of noise sensitive residences.
- **Chapter 7** provides for communication and community consultation initiatives.
- **Chapter 8** explains strategies and available measures to achieve compliance with the requirements and objectives of this NMP and provides information on complaints procedures.
- **Chapter 9** provides for the implementation and review of the NMP.



### Background

The [Busselton-Margaret River Regional Airport](#) opened in 1997 with the primary objectives of improving tourism, business and medical access to the selected regions and to this end it supports the entire Capes region. The [Busselton-Margaret River Regional Airport](#) is regarded as the most strategically located of all the regional airports in the South West region of Western Australia.

Prior to the construction of the [Busselton-Margaret River Regional Airport](#), the Busselton area was being serviced by a privately owned Authorised Landing Area with an 1100m North/South gravel runway. The potential to upgrade the privately owned site was severely limited by adjacent residential developments, close proximity to the Busselton town and surrounding infrastructure like major roads, power lines and a diversion drain.

Hence, it was determined that a new site that would cater for a 'regional airport' to support the existing Royal Flying Doctor Service, light aviation and charter flights as well as for future requirements was needed. As part of the process for selecting a new site, the then Shire of Busselton was required to perform both public and environmental consultation.

In accordance with the Environmental Protection Authority (EPA) requirements this involved the preparation of a Consultative Environmental Review (CER) for the proposed development of a regional aerodrome for Busselton and surrounds at Four Mile Hill, which is [Busselton-Margaret River Regional Airport](#)'s existing location. The proposal involved the EPA assessment of the proposed site and likely impacts from the aerodrome, and also submissions from the public, stakeholders and interested parties.

The CER performed by the EPA determined that the *"proposed Four Mile Hill site was considered satisfactory for the development of the Busselton Regional Aerodrome"* subject to a number of Management commitments for the Physical and Biological Environment (Proposed Busselton Regional Aerodrome Consultative Environmental Review; April 1995). The Management commitments established were detailed in Bulletin 785, Statement 399 under the Environmental Protection Act. At the time the proposal prepared and considered by the EPA and included in Bulletin 785 stated: *"The proposal by the Shire of Busselton does not include pilot training programs"*.

The [Busselton-Margaret River Regional Airport](#) is located approximately 6.5 km from the town centre of Busselton. The airport has a single sealed 1800m long runway (No. 03/21) which is capable of handling a wide range of aircraft up to and including medium sized jet passenger aircraft and currently supports aviation services for airline operators, the private commercial sector, the Busselton Aero Club and private individuals.

When the Busselton-Margaret River Regional Airport commenced operations in 1997, Environmental Conditions outlined in Ministerial Statement 399 were in force. These conditions required the then Shire to ensure that noise emissions did not cause levels at any residential premises in occupation to exceed an average of 55L<sub>dn</sub> or a maximum of 65dB L<sub>A SLOW</sub>, with the exception of two flights per day that were able to go up to 80dB L<sub>A SLOW</sub>. While the conditions were put in place to protect the amenity of adjacent residential properties, they also limited the number of aircraft movements and types of aircraft able to utilise the airport.

The future potential uses of the airport were limited by these conditions, particularly to meet the region's future demand for interstate and international air services. The City of Busselton, as owner and operator of the Busselton-Margaret River Regional Airport, seeks to utilise the airport on a commercially viable basis for the benefit of the whole region, while also providing amenity protection for those community members affected by noise. This NMP therefore provides the parameters within which opportunities for development of the airport and its uses can be expanded while providing appropriate protection for residents affected by its operations.

In June 2015, the State Government committed to delivering a domestic airport to service the South West region. After reviewing a rigorous Business Case submitted by the South West Development Commission in 2013, and considering the views of the Steering Committee appointed by the then Minister for Transport to oversee the development of the Business Case, the Government publically committed to allocating funding for the redevelopment of the Busselton Regional Airport (BRA). The funding will allow for the upgrade of the BRA to a minimum Code 4C classification (A320 and B737 aircraft) that is compliant with Civil Aviation Safety Authority (CASA) and airline standards to enable domestic air services to operate to/from the airport.

The Development Project includes:

- lengthening, widening and strengthening of the runway to 2,340m x 45m to facilitate B737/A320 jet aircraft operations;
- construction of two new apron parking bays to facilitate B737/A320 jet aircraft operations and connecting taxi-way;
- construction of a new terminal building to facilitate up to 350 passengers;
- a new car park to accommodate an additional 600 parking bays;
- connection to essential services;
- development and implementation of a successful airline engagement strategy; and



- development and implementation of a successful Busselton Margaret River Regional Airport (BMRRA) business development strategy.

| The City of Busselton however, is mindful that this development must be undertaken in recognition of potential amenity impacts.

---

## 2. PRINCIPLES AND STATEMENT OF INTENT

### *Objectives for Development*

The South West Region, and in particular the City of Busselton, is one of the fastest growing regions in Western Australia. Major infrastructure development is necessary to serve the region and to ensure that future growth is sustainable. The [Busselton-Margaret River Regional Airport](#) is a valuable community asset with the potential, when developed responsibly, to benefit the whole region. It is the intention of the City to, amongst other things, further develop the Fly-in Fly-out (FIFO) potential for transporting workers to and from the region for work opportunities and to be able to attract and retain Regular Passenger Transport (RPT) services for domestic, interstate and international flights for the area into the future. The City is committed to do so in accordance with the parameters set out in the NMP, in consultation with affected landowners and residents.

The City seeks to implement a facilitative approach to aircraft utilising the airport for passenger, business (import and export), tourism and recreational related uses, and hence an acceptance of controlled noise associated with those uses due to the broader local and regional community benefit. However, a series of stringent controls on the use of the airport for flight training purposes, and hence reducing the noise impact associated with these uses, is established such that approval can only be provided for instructors based at the [Busselton-Margaret River Regional Airport](#) and utilising light aircraft.

The City of Busselton's main objectives with the development of the [Busselton-Margaret River Regional Airport](#) are:

- To provide the South West region of Western Australia with a safe, easily accessible and well managed airport for the social and economic benefit of the region;
- [To deliver more tourists to the region to bolster the tourism industry, including occupancy increases, event attendance and incentive to invest in further development of major tourism infrastructure;](#)
- [To allow for the expansion of fly-in fly-out capacity to mine sites in the East Pilbara to assist in underpinning the State's iron ore production industry with the use of larger aircraft. With expanded infrastructure at the BRA, the opportunity to base FIFO aircraft and crews at the airport is a future possibility; and](#)
- [To enable direct aviation access providing the stimulus for increased new visitation into the region and possible freight opportunities resulting in economic and social growth and in turn long term regional sustainability.](#)

- To operate and manage the airport on a commercially sound basis to ensure that it remains economically viable; and
- To protect the amenity of community members potentially affected by the impacts of aircraft noise and activities at the airport.

### *A Balanced Approach*

The City of Busselton is committed to ensuring that the community's valuable asset that is the [Busselton-Margaret River Regional Airport](#) is developed to its potential for the social, economic and tourism benefit of the region. This development must however recognise the potential amenity and therefore lifestyle impacts that the operations at the airport will have on certain residences within its vicinity. This NMP has been developed and will be implemented in recognition of the City of Busselton's responsibility to manage noise impacts on members of the community at and in the vicinity of the airport.

The NMP provides the basis for recognising the International Civil Aviation Organisation's (ICAO) internationally accepted and employed principle of a balanced approach to aircraft management. This consists of identifying the noise problems at an airport and then analysing the various measures available to reduce noise and noise impacts through four principal elements, being:

- Reduction of noise source - aircraft built today are required to meet certain noise certification standards implemented by the Council of ICAO;
- Operating restrictions at airports - such as restricting operating hours, restricting/regulating certain activities like flight training and banning the operation of certain noisy aircraft;
- Land use planning and management - as an effective tool to ensure that activities nearby airports are compatible with aviation;
- Noise abatement operational procedures - there are several methods, including preferential runways and flight paths, and noise abatement procedures for take-off, approach and landing.

The City of Busselton confirms its commitment to a balanced approach with regards to aircraft noise management at the [Busselton-Margaret River Regional Airport](#). The principles on which the NMP are based that are considered to be consistent with these principal elements include:

- Effective management of aircraft noise through a cooperative approach by the City of Busselton, AirServices Australia and aircraft operators;
- Land use planning compatibility with community concerns and Government policy about aircraft noise, but also allowing for optimal long-term development of the airport;
- High level of transparency including consulting with and informing the community members in the vicinity of the airport on an ongoing basis;
- Investigation and analysis of aircraft noise complaints in such a way so that trends, patterns and issues of concern can be identified at an early stage; and

- Identification of practical and cost effective noise management initiatives within the NMP that recognise that the [Busselton-Margaret River Regional Airport](#) is an integral part of the built and economic environment of the South West region.

The NMP provides for the implementation of a range of strategies for managing noise generated by users of the airport, with the main objective to provide a balance of airport development and amenity protection for potentially affected residents. These strategies include operational hours restrictions, regulatory measures for flight training, assessment for potential improvement of flight paths, identification of noise abatement zones, the preparation of Fly Neighbourly agreements, noise assessment and monitoring, land use planning and noise reduction techniques.

The NMP establishes a process by which the usage of the airport can be expanded to meet the needs of the community, and provides a process by which noise impacts that unreasonably exceed established standards can be mitigated. In addition, prospective land uses for and development of any land identified to be in areas sensitive to airport noise will be undertaken in a manner that recognises the location of and development needs for the airport, to minimise the future potential for mitigation action to be required.

In this regard ANEC contours and N65 and N75 contours will be further considered for land use planning purposes and the development of an Airport Buffer Zone and Special Control Areas via a Town Planning Scheme Amendment process. Noise modelling [has been undertaken was undertaken](#) by the ~~then Shire~~[City of Busselton](#) ~~–in September/October 2010 and recently in December 2015~~ and will be updated as required as airport activity increases. The Noise Management Plan establishes noise criteria to enable fair, objective and transparent assessment of noise impacts and certainty for the parties involved.

### *Limitations*

The City of Busselton, as an accountable and responsible owner and operator of the [Busselton-Margaret River Regional Airport](#), is committed to implement, apply and enforce, within its powers, all required strategies and available measures to achieve the requirements and objectives of this NMP.

For purposes of transparency it is however necessary to clarify and understand certain limitations with regards to the City of Busselton's regulatory powers in respect of aircraft noise. The Civil Aviation Safety Authority (CASA) and AirServices Australia (ASA) considers the powers to regulate and administer Australian airspace under the Airspace Act and Regulations to be exclusive to CASA. Therefore, the City of Busselton as owner and operator of the [Busselton-Margaret River Regional Airport](#) has no power or authority to regulate activities happening in airspace.

This, however, does not prevent the City from actively facilitating compliance by aircraft operators with measures aimed at managing and reducing the impacts of activities in airspace, including aircraft noise which may have an impact on community members. There are a suite of Commonwealth and State regulatory measures regulating activities in airspace around Australian airports, including the [Busselton-Margaret River Regional Airport](#). The City will, where it is determined that a matter of non-compliance is not within the jurisdiction of the City to take enforcement action, report such activity to the relevant authority and take ongoing follow up action with that authority, while also recognising and supporting complainants to utilise these complaints processes directly with the relevant agencies like CASA, AirServices Australia, the Environmental Protection Authority or Department of Transport.

The Fly Neighbourly Agreement within this plan will be actively promoted with any users of the airspace over the district of the City of Busselton to ensure the impact of these activities is minimised. Where an operator also utilises the land-based facilities at the airport, the City has a range of mechanisms available to it to implement operational parameters to ensure that the activities are undertaken in a manner that recognises residential amenity concerns.

### *Statement of Intent*

#### **Vision for the Facility**

The Council of the City of Busselton holds a vision for the [Busselton-Margaret River Regional Airport](#) as the South West Regional Airport to deliver quality air transport outcomes for the benefit of the residents of the City of Busselton and the South West region.

#### **A Balanced Approach**

The airport will be developed in a manner that respects residential amenity, recognising community impacts associated with its operations, particularly noise, while providing economic, social and tourism benefits to the City and the South West. Over time, the airport will become a hub for passenger, business, tourism and recreational uses that deliver benefit to the broader community.

#### **Protecting Your Environment**

As with any airport facility, there will be residents affected by its operations either by proximity to the facility or flight paths associated with it. To minimise that impact as far as possible, the City of Busselton makes the following commitments:

- We will manage noise by proactively implementing the Noise Management Plan
- We will proactively promote Fly Neighbourly practices
- We will consider the amenity implications when proposing any expansion of airport facilities and airport operations
- We will update and review noise modelling data as required and respond appropriately to changes in impact revealed
- We will respond to and investigate noise complaints
- We will consider potential noise amelioration as part of development proposals

#### **Viability for the Community**

The City of Busselton is committed to turning the [Busselton-Margaret River Regional Airport](#) into a commercially viable community facility for the benefit of ratepayers. It is a particular vision to reverse the

trend of operating deficits associated with the facility and to seek to turn that into operating profit.

- We will proactively seek Government funding for the facility
- We will seek to develop airport uses delivering income streams through landing fees, head taxes, licensing fees and other charges
- We will invest in infrastructure upgrades following favourable cost/benefit analysis

#### **Economic Benefits**

The City of Busselton recognises the significant economic opportunities associated with having an airport located in the District.

- We will promote Busselton as a destination as serviced by the [Busselton-Margaret River Regional Airport](#) for visitors, nationally and internationally
- We will investigate and pursue business (import and export) opportunities

#### **Social Benefits**

The City of Busselton seeks to deliver an accessible air transport service for the benefit of its residents and those of the broader South West.

- We will seek to facilitate the provision of efficient and accessible passenger services such as interstate and international services
- We will seek to facilitate the provision of fly-in fly-out services to provide additional employment opportunities for local community members

#### **Governance**

The [Busselton-Margaret River Regional Airport](#) will be managed by the City of Busselton in a manner that gives the highest regard to relevant regulations and safety, is responsible and progressive.

- We will have the highest regard for CASA and Air Services safety regulations and standards
- We will report any matter not in the jurisdiction of the City to the relevant authority
- We will be a responsible and accountable airport operator on behalf of the community
- We will continuously improve and review where necessary management principles and practices

#### **Community Involvement**

The City of Busselton recognises it is managing the [Busselton-Margaret River Regional Airport](#) on behalf of its community and will therefore involve the community in decision-making.

- We will be consultative, informative and responsive
- We will regularly report on airport activities supporting the highest levels of transparency and visibility
- We will support a committee to provide advice on relevant airport matters



---

### 3. MANAGEMENT OF OPERATIONAL ACTIVITIES

The management of potential impacts arising from the operations of the [Busselton-Margaret River Regional Airport](#) requires the implementation of a range of initiatives to protect the amenity of affected residents by ensuring that noise levels meet statutory requirements and acceptable standards.

The management plan addresses the key elements of:

- Airport operational activities

*Operations at the airport will be controlled such that activities are undertaken in a manner that the noise impact is minimised by the use of flight paths, noise abatement zones, prescribed hours of operation, a fly neighbourly agreement and flight training restrictions.*

- Aircraft noise management

*Aircraft utilising the airport will be required to meet the specifications set out in the NMP such that the noise generated does not exceed the statutory requirements and acceptable standards.*

#### 3.1. Airport Operational Activities

As an overarching principle for use of the [Busselton-Margaret River Regional Airport](#), operators will utilise the ERSA (En-route Supplement Australia) and AIP (Aeronautical Information Package) generally, and as they apply specifically to the [Busselton-Margaret River Regional Airport](#).

Operators are to observe the following specific requirements:

##### 3.1.1. Flight Paths

As far as practicable, in accordance with applicable regulatory requirements, guidance, procedures and limitations, operators shall:

1. maximise the use of flight paths over coastal waters and non-residential areas, rural land and State forest;
2. minimise the over flight of residential areas, including rural residences and other noise-sensitive premises, particularly at less than 1500 feet (AGL);
3. utilise descent profiles with low-power and low-noise operations.



Any future development of alternative flight paths for the Busselton-Margaret River Regional Airport will recognise these four key components.

### 3.1.2. Noise Abatement Zones

Noise Abatement Zones identify areas that include existing and future planned residential development in close proximity to the airport. These are shown in figure 1.

As far as practicable, in accordance with air safety standards, operators shall:

- minimise the over flight at less than 1500 feet (AGL) of areas identified as noise abatement zones.

Noise abatement zones will be recognised in any future development of flight paths.

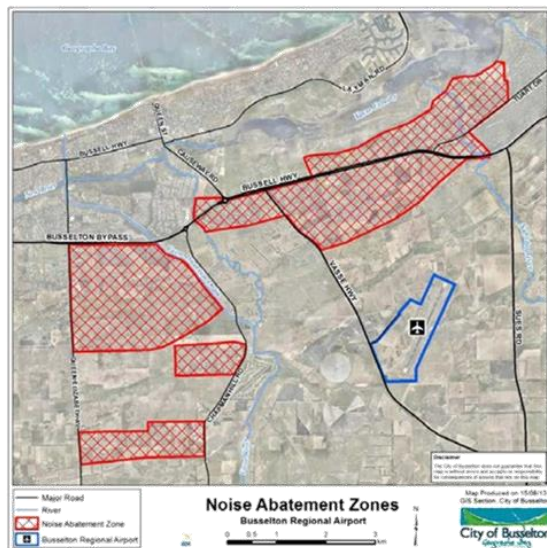


Figure 1 – Existing and Planned residential development with proximity to the Busselton-Margaret River Regional Airport

### 3.1.3. Standard Hours of Operation

The following table has been established to advise airport users of those operations that need City approval and to specify overall limits on operations to limit impacts for the community.

Table 2 – Operational Limitations and Approved Parameters

<u>Operator / Aircraft Type</u>	<u>Standard Hours of Operation</u>	<u>Conditions</u>
<u>Emergency Services</u>	<u>UNRESTRICTED</u>	<u>Emergency situations and normal flight patterns</u> <ul style="list-style-type: none"> <li><u>training flights require approval under the Flight Training Guidelines</u></li> </ul>
<u>Light Aviation/ General Aviation</u>	<u>UNRESTRICTED</u>	<u>Subject to noise not exceeding 85dB(A)*</u> <u>Flight Training approval required (only available for aircraft below 1500kg MTOW and flight training conditions apply)</u> <u>Aircraft above 5,700kgs MTOW – City approval required</u>
<u>Open, Closed Charters, RPT/Commercial Operators</u>	<u>UNRESTRICTED</u>	<u>Subject to noise not exceeding 85dB(A)*</u> <u>City approval required</u>

<b>Operator / Aircraft Type</b>	<b>Standard Hours of Operation</b>	<b>Conditions</b>
<b>Emergency Services</b>	<b>UNRESTRICTED</b>	<b>Emergency situations and normal flight patterns</b> <ul style="list-style-type: none"> <li><b>training flights require approval under the Flight Training Guidelines</b></li> </ul>
<b>Light Aviation Single-Engine Aircraft under 2000kg MTOW not exceeding 65dB(A)*</b>	<b>UNRESTRICTED</b>	<b>Flight Training approval required (only available for aircraft below 1500kg MTOW and flight training conditions apply)</b>
<b>General Aviation Any aircraft that does not comply</b>	<b>0700 to 1900 May – November</b>	<b>Subject to noise not exceeding 85dB(A)*</b>

with the Light Aviation definition	0600 to 2100 December ~ April	
Open and Closed Charter Flights	0600 to 2200	Subject to noise not exceeding 85dB(A)* City approval required
Regular Passenger Transport Flights	0600 to 2300	Subject to noise not exceeding 85dB(A)* City approval required
Any application that does not conform with the standard hours of operation or conditions set out in this table is considered a Non-Conforming Activity. Assessment of Non-Conforming Activities will be undertaken using the procedures defined in Section 3.3.3.		
Example non-conforming activity Scheduled Passenger Flight	Non-conforming hours 2300 to 0100	Subject to noise not exceeding 85dB(A)* Consideration as a non-conforming activity required via consultative process
* The Aircraft Noise levels identified in this table are not to be exceeded at any residential or other noise sensitive location when determined as an L <sub>A, Slow</sub> value at any point within 15m of the identified building.		

- **Emergency Services** will have unrestricted use of the airport for emergency situations and normal flight patterns, but will require approval for flight training activities. Emergency Services are:

- Royal Flying Doctor Service;
- Sea Search and Rescue / AeroRescue;
- DFES and DPAW aircraft (Firefighting/rescue fixed wing & rotary);
- Police Airwing;
- W.A Surf Life Saving (Westpac rescue Helicopter)
- Military aircraft (no flight training approval required).

- Light Aviation / General Aviation – Includes all non-commercially owned/operated aircraft where aircraft noise does not exceed 85dB(A)\* will have unrestricted use of the airport. Light and General aviation aircraft above 5,700kgs require prior City approval to operate. Flight training requires specific approval and no approval for flight training activities can be granted to aircraft above 1500kgs.
- Open, Closed Charters and RPT Services – All open, closed charters and RPT services can operate unrestricted, subject to noise not exceeding 85 dB(A)\* and aircraft over 5,700kgs requiring City approval.

- ~~**Light Aviation** – Single engine aircraft under 2000kgs maximum take off weight and not exceeding 65dB(A)\* will have unrestricted use of the airport, except for flight training~~

activities. Flight training requires specific approval and no approval for flight training activities can be granted to an aircraft above 1500kgs.

- ~~**General Aviation**~~ – Aircraft over 2000kgs maximum take off weight and/or twin engine aircraft and/or that exceed 65dB(A)\* will be able to utilise the airport between the hours of 0700 and 1900 for the months of May through to November and 0600-2100 for the months of December through to April, subject to the noise level not exceeding 85dB(A)\*. No flight training is allowed.
- ~~**Open and Closed Charter services**~~ may utilise the airport between the hours of 0600 and 2200 with City approval, subject to the noise level not exceeding 85dB(A)\*.
- ~~**Regular Passenger Transport services**~~ may utilise the airport between the hours of 0600 and 2300 with City approval, subject to the noise level not exceeding 85dB(A)\*.

\* The Aircraft Noise levels identified are not to be exceeded at any residential or other noise-sensitive location when determined as an  $L_{A\text{ Slow}}$  value at any point within 15m of the identified building.

#### 3.1.4. Fly Neighbourly Agreement

This Fly Neighbourly Agreement (FNA) is a code of practice to be observed by users of the [Busselton-Margaret River Regional Airport](#) to assist with the minimisation of noise nuisance experienced by the Airport's neighbours. -Pilots utilising the airport are alerted that there are noise management considerations associated with the airport and these should be taken into consideration during their operations.

Operators are to endeavour to adopt the best practicable noise mitigation solutions in the environs of the airport, generally considered to be within ~~in~~ the 10 nautical mile radius of the aerodrome reference point including the circuit area and recognised training area, to reduce the impact of their operations.

In utilising the [Busselton-Margaret River Regional Airport](#), pilots are to observe the following requirements:

- Observe the flight path principles in 3.1.1 of this NMP;
- Observe residential noise abatement zones as identified at 3.1.2 of this NMP;
- Pilots should endeavour to maximise flight paths over coastal water, forest and highways while avoiding residential areas and rural homes wherever possible;
- Avoid flying below 1000 feet AGL within in the circuit area, and avoid flying below 1500 feet AGL over built up areas;
- Observe the Operational Limitations and Approved Parameters as depicted at 3.1.3 of this NMP;
- Observe the noise generation specifications as depicted at 3.2 of this NMP;
- During takeoff:
  - utilise the full length of the runway where possible;
  - aircraft to climb out at best rate of climb (Vy) or for Jet aircraft to conduct jet noise abatement climb procedures;
  - consider neighbours when selecting power and propeller pitch control settings by reducing power as soon as possible after takeoff.
- When flying in the circuit:
  - light and rotary wing aircraft should not fly below 1000 feet (AGL);
  - jet and turbo prop aircraft should not fly below 1500 feet (AGL);
  - rotary wing aircraft should avoid 'rotor slap' conditions in the circuit area;

- avoid using individual houses as circuit reference points.
- When landing:
  - Do not increase propeller to full RPM until power has been reduced to final approach power.



Figure 2 – 5nm and 10nm boundaries



### 3.1.5. Flight Training Guidelines

These Guidelines are intended to provide consistency and conformity in considering applications for the establishment of aircraft pilot training for **flight training operators based** at the [Busselton-Margaret River Regional Airport](#). The Guidelines have been developed to ensure maximum Airport usage in a manner that does not unduly impact upon the amenity of the residents of the City of Busselton. The intent of the Guidelines is to provide guidance in relation to pilot training and pilot training schools based at the [Busselton-Margaret River Regional Airport](#). The specific aims of the Guidelines are as follows:

- To minimise impacts on City residents from flight training operations based at the [Busselton-Margaret River Regional Airport](#);
- To recognise the need for the City of Busselton to optimise airport operations;
- To establish guidelines for flight training which relate to safety, types of aircraft, frequency of flights, flying heights, training areas, flight paths, hours/days of operation and provision of facilities which are in accordance with the Civil Aviation Safety Authority;
- To establish a standardised procedure for assessment and approval of flight training proposals;
- To develop consultative mechanisms with the community.

The City of Busselton will use these guidelines in relation to proposals to establish pilot training and pilot training schools based at the [Busselton-Margaret River Regional Airport](#).

#### Application for a Permit

The City of Busselton will require an application for a permit to be lodged in order for proposals associated with pilot training and pilot training schools at the [Busselton-Margaret River Regional Airport](#) to be considered.

Applications for a permit will only be considered by the City of Busselton for flight training from Instructors based/operating from the location of the [Busselton-Margaret River Regional Airport](#). The Proponent will need to include information in relation to the following:

- Name of individual flying instructor/ Flight Training School;
- Number, type (model/description) and weights of aircraft to be used for flight training;
- Noise characteristics of aircraft to be used for flight training;
- [Provide a Flight Training Plan outlining their training programs including d](#)Description and maps of flight training areas/flight paths and circuits (including nominated emergency landing training areas);
- Number and frequency of flights within the Permit Provisions outlined below;
- Estimated number of trainee pilots;
- Offices/headquarters/hangar base – other land based facilities;
- Airfield emergency response plan;
- Details of any discussions with DEC, EPA, CALM, DOT, CASA and residents;
- Professional/commercial background of operator;
- Details on scope of training.

A permit to conduct Flight Training at the [Busselton-Margaret River Regional Airport](#) may be issued for a period of 12 months and at the finalisation of this period a further permit may be granted at the discretion of the City.

In addition, the City of Busselton as landowner will require the proponent to provide in writing with the application, a commitment to observe the requirements of the Flight Training Guidelines and other aspects of the NMP, including the Fly Neighbourly Agreement.

#### **Permit Provisions**

The Guidelines will apply to the following aircraft classifications, frequency, times and type of use.



## 1. AIRCRAFT OPERATIONS CLASSIFICATIONS

### i. Aircraft Type

A. ~~Single engine a~~Aircraft under 1500kgs MTOW only

B. Aircraft as per Part A to be approved by the City based on published noise emissions (manufacturers or recognised regulatory body, ie CASA, ASA) to be less than ~~85~~65db(A)

### ii. Frequency and Type of Use (for each licensed instructor)

A. A cumulative total of less than 25 flying hours per week of student / instructor flying training (inclusive of circuit training, cross country training, navigational instrument training)

B. Circuit Training and/or "touch and go"

- No more than 4 'continuous' circuits in any one flight training session

C. ~~Navigational instrument procedure training including RNAV and GPS procedures~~

D. ~~Cross country flight training~~

## 2. FLYING HEIGHTS FOR TRAINING OPERATIONS

- Civil Aviation Regulations flying heights to be observed as an absolute minimum at all times (500 feet (AGL) over rural and 1000 feet (AGL) over urban areas)

~~• The objective of these Guidelines is to seek to avoid training over all residences, urban areas and over sensitive land use areas.~~

~~• In CASA approved training areas the City seeks under these Guidelines that pilots observe a minimum height of 1500ft over developed areas including rural residences at all times when and where safe and practicable.~~

- ~~Environmental approval for the Airport requires that~~ All aircraft fly a minimum of 640 ft (AGL) over wetlands and estuaries of the Vasse and Wonnerup areas to avoid bird strike and disturbance of waterbird habitat.

### 3. TIMES OF OPERATION

The hours of operation for flight training will be as follows:

- ~~8~~7am to last light on Monday – ~~Friday, Thursday, Friday and Saturday;~~
- ~~7am to 8pm on Wednesday;~~
- 9am to 5pm on ~~Saturdays,~~ Sundays and public holidays.
- There is to be no Flight Training on Christmas Day, Boxing Day or Good Friday.

### 4. FLIGHT TRAINING MOVEMENTS

If a permit is issued by the City, conditions will be imposed to require the operator/pilots to use their best endeavours to undertake the following movements unless unsafe to do so:

- Take offs should avoid wetlands in order to minimise impact on waterbirds and the incidence of bird strike (refer attached wetland map need to insert map). Accordingly, take offs should be on runway 21 (Southward) whenever possible.

*"protected wetland" means a conservation category wetland recorded in Table C of the Register or a wetland coloured green on Department of Land Administration Plan Miscellaneous Plan 1815;*

*"wetland" means land in the permit area that is subject to permanent or seasonal inundation or waterlogging, whether by water that is fresh, brackish or saline, or flowing or static, but does not include estuaries, rivers or their tributaries.*

- Follow the Airport circuit with the departure and arrival procedures as published from time to time in the En-Route Supplement of Australia (ERSA).
- Operators to comply with Rules of the Air (CARS) and standard circuit approach and departure procedures published in AIP

## 5. EMERGENCY RESPONSE

Applicants proposing to operate pilot training at Busselton-Margaret River Regional Airport shall be aware of the Airport Emergency Plan at the airport. Applicants are to provide their Emergency Response Plan. Applicants shall also commit to compliance with the Manual of Standards 139.

## 6. NOISE

Flight training aircraft are subject to the same requirements as other aircraft under the City of Busselton commitment to noise levels detailed in the Noise Management Plan for the Busselton-Margaret River Regional Airport.

Conditions of approval will reflect consideration of the estimated noise and frequency of flight.

## 7. FLY NEIGHBOURLY AGREEMENT

All applicants for a flight training licence will be requested to abide by the FNA.

## 8. REVOCATION OF APPROVAL

Any permit issued by the City of Busselton will contain provisions enabling the City to revoke that approval in the event of non-compliance with any of the conditions contained therein.

## 9. EXEMPTIONS FOR FLIGHT TRAINING

Flight training exemptions will be provided for the Emergency Services however an approval is still required to be applied for. The exemption will apply to the following Emergency Services;

- Royal Flying Doctor Service
- Sea Search and Rescue / AeroRescue
- FESA
- Police Airwing
- Other Emergency Services providers as required from time to time.

RAAF and Military Services are exempt from applying for flight training permits however are required to provide prior notice to the City of Busselton.

### 3.1.6. Licence Renewal Training

Licence renewal training requires written permission, approved by the CEO of the City of Busselton and will only be issued to airline operators that utilise the [Busselton-Margaret River Regional Airport](#) on a frequent basis for either FIFO operations or RPT services. A permit will only be issued once a FNA has been agreed to between the potential operator and the City of Busselton.

#### Guidelines

License Renewal Training FNA - A FNA will be agreed between the operator and the City and will include;

- Days per month where license renewal training is permitted;
- Hours of operation;
- Minimum approach to operations (i.e no circuit training, however circuits where landings are required or NDB approaches);
- Residential consultation to occur.

## 3.2. Aircraft Noise Management

No aircraft utilising the [Busselton-Margaret River Regional Airport](#) shall generate noise levels experienced at any residential or other noise-sensitive location when determined as an  $L_{A\text{ Slow}}$  value at any point within 15m of the identified building that exceed 85dB(A). This requirement relates to single-event noise generation by a specific aircraft. A residence may be exempt from this requirement by negotiation (such as where noise amelioration has occurred).

Any aircraft assessed by the City to generate noise or potentially generate noise at any non-exempt residential location above that threshold will have restrictions imposed regarding utilisation of the [Busselton-Margaret River Regional Airport](#). Notwithstanding this requirement, the noise level and restrictions shall not apply for emergency and military aircraft required to utilise the airport.

### 3.3. Activities Requiring City Approval

To ensure activity at the [Busselton-Margaret River Regional Airport](#) complies with the requirements set out in the NMP and therefore community expectations with regard to noise impacts, airport users are to comply with the relevant sections of the plan. Some airport activities require approval, while others can be undertaken without specific approval, subject to compliance with the operational hours, noise generation limitation and other aspects of the NMP.

Any activity identified as requiring City approval in Section 3.1.3 of the NMP, any request for exemption from one or more requirements of the NMP, and any flight training activity will require specific approval of the City of Busselton. Operators must comply with the approval, including any conditions thereto. An approval can be issued for a single event, such as for a special one off exceedance of the noise generation limitation, or for a particular time period allowing the activity to occur on an ongoing basis.

In considering any application, the CEO or the Council as the case may be, shall have due regard to the cumulative impact of other approved applications and hence recognise potential amenity impacts, the requirements of the Noise Management Plan that relate to noise amelioration procedures and regarding the potential need to update the N65 and/or N75 Noise Modelling.

#### 3.3.1. Approval for Charter and RPT Operations

Any operator seeking to conduct Charter or RPT services utilising the [Busselton-Margaret River Regional Airport](#) shall apply to the City of Busselton. Ongoing Charter and RPT activity may be undertaken during the specified hours and utilising aircraft that meet the specifications for noise generation as provided for in this NMP. –The City Chief Executive Officer is authorised and empowered to determine applications in accordance with this criteria.

### 3.3.2. Approval for Flight Training or Licence Renewal Training

Any operator seeking to utilise the Busselton-Margaret River Regional Airport for the purposes of training shall apply to the City of Busselton. Applications will be assessed in accordance with the relevant guidelines and a permit may be issued in accordance with the Busselton-Margaret River Regional Airport Local Law. A new application for a permit shall be referred to the Council for determination after its consideration and comment by the Airport Advisory Committee (or its equivalent replacement at any future time) and public consultation. The CEO is authorised to renew permits, subject to a review of the operator's compliance with the existing permit conditions.

### 3.3.3. Approval for Non-Conforming Activity

~~Any operator seeking to utilise the for an event or operation that does not comply with the specifications in section 3.1.3 shall apply to the City of Busselton setting out the details of the proposal. The City Chief Executive Officer is authorised and empowered to determine applications for a Non-Conforming Activity that is proposed for a single event or circumstance in accordance with this clause.~~

#### Assessment of other applications

~~An application for a non-conforming activity that is not a single event or circumstance is to be assessed under a broader Consultation Process outlined in Table 3.~~

**Comment [JM1]:** This section to be reviewed following consideration of proposed amendments to the Standard Hours of Operations

Table 3 – Consultation Process for Non-Conforming Activity

Receipt of application for Non-Conforming Activity <u>for a trial period</u> ;
A Proposal to Operate Without Complying with the Standards Established in 3.1.3
<u>Referral to the Airport Advisory Committee for recommendation to Council:</u>
<ul style="list-style-type: none"> <li>- <u>refusal to proceed</u>;</li> <li>- <u>alternative proposal</u>; or</li> <li>- <u>approval to proceed</u>.</li> </ul>
<del>Initial</del> Consideration by Council for approval to progress with the application
<ul style="list-style-type: none"> <li>- refusal to proceed; or</li> <li>- approval to proceed.</li> </ul>
<del>If approval to proceed with the application is granted–</del>
<ul style="list-style-type: none"> <li>• <del>Referral to the Airport Advisory Committee for comments</del></li> </ul>
<ul style="list-style-type: none"> <li>• Release for public consultation period</li> </ul>
<ul style="list-style-type: none"> <li>• Referral to the EPA for information and advice for consideration <u>if required</u>.</li> </ul>
Council consideration of consultation outcomes, resulting in:
<ul style="list-style-type: none"> <li>- refusal; or</li> <li>- approval, subject to conditions as required; or</li> <li>- approval for a trial period</li> </ul>
If approval is <u>sought for extension to the for a</u> trial period:
<ul style="list-style-type: none"> <li>• Evaluation of the trial period, including: <ul style="list-style-type: none"> <li>- public feedback;</li> <li>- Airport Advisory Committee consideration</li> </ul> </li> </ul>
Council consideration after evaluation of trial, resulting in:
<ul style="list-style-type: none"> <li>- refusal; or</li> <li>- approval, subject to conditions as required</li> </ul>
<p><b>CONDITIONS:</b> In limited circumstances an ongoing non-conforming activity may be approved, subject to a comprehensive assessment of the potential amenity impact of the proposal, in accordance with the noise amelioration requirements of this plan.</p> <p>Any approval provided shall include:</p> <ul style="list-style-type: none"> <li>• Noise generation limitation;</li> <li>• Hours within which the operations cannot occur;</li> <li>• Noise reduction requirements;</li> <li>• Any other conditions appropriate to the specific application.</li> </ul>



---

## 4. LAND USE PLANNING

Several planning documents are in place for land use relating to areas in close proximity to the [Busselton-Margaret River Regional Airport](#). The plans have been developed in recognition of the airport's location and potential impacts, leading to specific planning controls.

The City has commenced the process of developing a broad land-use strategy and a Town Planning Scheme amendment in order to provide protection to the airport as a continuing acceptable use of the land in its current location and to protect future amenity for noise sensitive land-uses.

For future development purposes ANEF contours provide information as to the likely cumulative exposure to aircraft noise that communities near an airport are likely to experience in a specified future time and over a specified duration. This then enables potential land uses to be established based on the noise exposure contour within which an area is located. It is noted that ANEF contours have inherent limitations for the purposes of regional airports, and while an indicator with some application, should not be relied upon as the only appropriate land use indicator.

There are a number of existing planning documents that are relevant to the land that may be considered to be "airport noise sensitive". In addition to this, the ANEF, N65 and N75 contours will be utilised for land use planning purposes. As part of a town planning scheme amendment process, the noise modelling information will guide the identification of frame areas for notification, insulation and restricted use areas.

The planning process will therefore result in Special Control Areas whereby the considerations for those areas is clearly identified as to where noise sensitive uses are not permitted, where noise insulation and title notifications are a specific development requirement and where title notifications are otherwise required. In addition to this, prospective owners of properties identified in airport noise sensitive areas shall be informed of the issues associated with airport noise and the parameters established in the NMP. Where appropriate, title notifications will be utilised to ensure this level of awareness and ultimately acceptance of the airport noise impact associated with the land.

Areas covered by the following planning documents will be further considered in this scheme amendment process.



#### 4.1. Busselton Airport Development Guide Plan

The Busselton Airport DGP outlines the planning within the City of Busselton owned and managed [Busselton-Margaret River Regional Airport](#) land. The plan describes the development that is permissible on the land, known as an "Airport Business Park". This plan will cater for the expansion of aircraft hangars, on-ground passenger and engineering support infrastructure for the airport.

#### 4.2. Busselton Airport Structure Plan

The Busselton Airport Structure Plan deals with all of the privately owned land to the northwest of the [Busselton-Margaret River Regional Airport](#) precinct. It outlines guidance policy statements that relate to environmental issues including noise. With specific reference to noise, the structure plan provides that:

- appropriate investigations shall be undertaken to ensure that the potential for future noise impacts from the airport operations are taken into account in the development of the land;
- any required noise attenuation associated with potential noise impacts determined from investigations are adequately planned for.

Noise monitoring information gathered in accordance with this NMP will be used to ensure the planning policy requirements are adhered to.

#### 4.3. Urban Growth Strategy

The Urban Growth Strategy outlines the preferred areas of urban growth to the south of the existing townsite and the focus of this strategy is to locate any further development further to the west of the [Busselton-Margaret River Regional Airport](#). A key component of this strategy is the Ambergate North District Structure Plan. The area covered in the plan will cater for an additional 12,000+ people over the next 15-30 years. This area of land is located within 6km to the west of the airport and is included in noise abatement zones depicted at 3.1.2. In addition the use of regular noise monitoring and noise modelling information will assist City decisions relating to building approval and change of land use applications, both within the airport development precinct, and in the adjoining townsite and rural land.

---

## 5. NOISE ASSESSMENT AND MONITORING

The City of Busselton undertakes to implement the NMP and ensure ongoing compliance with its requirements to deliver a viable airport operation on behalf of the community and to provide protection from undue noise impact for affected residents. This will involve noise monitoring and noise modelling for the purposes of providing for the amenity of existing and future residents in noise sensitive areas. The City of Busselton will also utilise various mechanisms to ensure community awareness of airport operations and noise impacts.

### 5.1. Noise Monitoring

Noise monitoring will be utilised to assess compliance with the noise standards established in the NMP. Noise monitoring may be carried out both on [Busselton-Margaret River Regional Airport](#) land and the surrounding areas. Where a representative sample of data has been collected noise monitoring results will be used for:

- determining whether a property is significantly affected by [Busselton-Margaret River Regional Airport](#) noise emissions and therefore, requires consideration for noise amelioration strategies;
- future land use planning purposes;
- assessing compliance with approval conditions for operations at the [Busselton-Margaret River Regional Airport](#);
- one-off assessments for special events.

Table 4 – Noise Monitoring Schedule

Purpose	When	Where
Noise mitigation	Response to requests or complaints or significant change in operations	At affected noise-sensitive premises (outdoors and / or indoors)
Land use planning	Assessment of proposal	Relevant part subject site
Compliance with approval	At specified period or as needed for complaint response	Reference location (eg runway end) or affected premises

~~The City of Busselton may in due course install online noise monitoring stations for an appropriate period of time, at either end of the current runway or at specific positions on the Airport precinct, with a view to obtaining continuous noise monitoring data in the event that the airport usage increases.~~

The surrounding areas and identified noise sensitive premises will be monitored by accredited Environmental noise personnel and will involve collecting a sample of representative data. The results of this offsite noise monitoring will also be used to verify compliance with the NMP and the FNA, and considered when reviewing the NMP.

Aircraft noise levels can be greatly affected by prevailing weather conditions occurring at the time of noise emission. It is equally important to monitor weather conditions as well as noise levels as the two are closely related to the perceived level of noise at any given location. The [Busselton-Margaret River Regional Airport](#) currently has an automatic weather station on site which provides data on air temperature, relative humidity, wind direction and strength. For noise amelioration purposes, data can be correlated with noise monitoring information to determine worst case conditions for the noise environment.

## 5.2. Noise Modelling

Noise Modelling based on ANECF and N65, N70 and N75 contours has been undertaken by the City of Busselton and will continue to be utilised to provide direction for future land use planning considerations as the [Busselton-Margaret River Regional Airport](#) develops. In addition, the ANECF and N65 and N75 contours can provide information to be considered when determining whether a property may be significantly affected by noise emissions with the changing environment at the airport.

Where any significant proposal is to be considered which may result in a significant increase in traffic or a change in the types of aircraft utilising the airport, N65 and N75 contours will be updated to reflect this changing environment.

---

## 6. NOISE AMELIORATION

The community must be provided with a mechanism by which it can be assured that any complaint relating to the noise impact associated with the [Busselton-Margaret River Regional Airport](#) will be appropriately dealt with in a timely manner. The Noise Complaints Procedure will enable the City of Busselton to respond effectively to community members impacted by aircraft noise, but the following section provides the parameters within which airport impacts at noise sensitive premises can be addressed.

### 6.1. Noise Context

Noise from aircraft taking off and landing at the [Busselton-Margaret River Regional Airport](#) can potentially affect the amenity of a number of residents living in the vicinity of the airport. Although it is not possible to completely stop aircraft noise emanating from the airport, there are standard aircraft operating procedures that form part of the NMP that can be implemented to reduce the effect on residents living near airports. These operating procedures have been encapsulated in the Fly Neighbourly Agreement that forms part of this NMP.

The City has undertaken noise monitoring in a number of areas under aircraft flight paths and considers that standard operating procedures need to be better managed to reduce noise levels. The NMP outlines the strategies employed to reduce the level of noise emanating from the airport. Therefore, to assist residents who have aircraft noise complaints, the City of Busselton will measure the actual noise levels being experienced at the airport on a regular basis in accordance with Clause 5.1.

Should the airport conditions change by any method, i.e. additional flights, changes in flight departures and arrival times, unscheduled flights, flight paths, aircraft size or type or any other airport related conditions, then these changes would be communicated to the residents and stakeholders by various methods (see Section 7).

## 6.2. Noise Reduction and Amelioration Measures

The ongoing implementation and enforcement of the NMP and proper investigation of noise complaints is intended to result in an airport operation that does not significantly impact on the amenity and lifestyle of residents in the vicinity of the [Busselton-Margaret River Regional Airport](#).

The City does, however, acknowledge that it is necessary to provide a mechanism by which actual noise impact can be assessed for a specific location where it is considered that the aircraft noise impact is excessive.

Following research of the literature published by the Australian Department of Infrastructure and Regional Development (including National Airports Safeguarding Framework Principles and Guidelines) and AirServices Australia, the City of Busselton has decided to utilise the Australian Standard AS2021:2015 for the basis of its noise assessment and amelioration process. This decision is partly based on one of the objectives of the Standard being to provide guidance to local governments, and communities concerned with planning and building development on the siting and construction of new buildings against aircraft noise intrusion and on the acoustical acceptability of existing buildings located in the vicinity or near aerodromes. Additionally, the Standard provides guidance on determining building siting acceptability for aerodromes with (i) ANEF charts and (ii) for light general aviation aerodromes without ANEF charts.

Formatted: Left

To facilitate the City in identifying areas or residential properties that may be impacted by aircraft noise in the future, the City has prepared both ANECs and N-contours based on the extended runway infrastructure that will be delivered as part of the Airport Development Project. These ANECs and N95, N70, N75 and N80 contours will be used by the City's Strategic Planning Department in future land use planning and town planning scheme amendments to protect both the community and future Airport development and growth.

Further, in adopting the Australian Standard AS2021:2015, the City will apply the definitions of 'determination of Building site acceptability' of "Acceptable", "Conditionally Acceptable" and "Unacceptable". Using the Standard, the ANEF, N-Contours and noise monitoring techniques, in certain circumstances where the level of impact may be proven to be excessive, the residence can be considered for noise amelioration.

### 6.2.1. Noise Reduction Parameters

As a general guide, the following noise levels have been broadly established as:

- Acceptable - whereby under normal circumstances no noise reduction measures will be necessary;
- Conditionally Acceptable - whereby negotiations may be necessary in an attempt to reduce the number of events and the noise impact;
- Unacceptable - whereby consideration will be given as to how the noise impact will be reduced.

Table 5 – Guide to Noise Level Acceptability

<u>Acceptable</u>	<u>Conditionally Acceptable</u>	<u>Unacceptable</u>
<u>&lt;75dB(A)</u>	<u>75-85dB(A)</u>	<u>&gt;85dB(A)</u>

- ~~Acceptable~~ whereby under normal circumstances no noise reduction measures will be necessary;
- ~~Generally Acceptable~~ whereby under normal circumstances no noise reduction measures will be necessary, however, operational controls to reduce the impact can be considered;
- ~~Conditionally Acceptable~~ whereby negotiations may be necessary in an attempt to reduce the number of events and the noise impact;
- ~~Unacceptable~~ whereby consideration will be given as to how the noise impact will be reduced.

Table 5 – Guide to Noise Level Acceptability

<b>Acceptable</b>	<b>Generally Acceptable</b>	<b>Conditionally Acceptable</b>	<b>Unacceptable</b>
<65dB(A)	65 – 75dB(A)	75 – 85dB(A)	>85dB(A)

These criteria relate to all noise sensitive receivers, including residences, and do not relate to commercial and industrial receivers. Where a noise sensitive receiver is experiencing regular noise levels as set out in the Noise Amelioration Assessment table actions can be taken by the City of Busselton to implement further controls on any activity consistently generating this level of noise. Where a residence experiences noise levels that exceed 85dB(A) the City of Busselton can restrict the ongoing use of any aircraft that generates such noise. Should operational noise reduction measures not prove successful, noise amelioration will be utilised.



### 6.2.2. Noise Amelioration as a Noise Reduction Technique

One strategy that the Council will utilise in reducing the noise impact will be noise amelioration measures for specific residences at which such noise levels have been experienced. In assessing any residence as to whether it qualifies for noise amelioration, the City will follow the process ~~defined below as defined in AS2021:2015;~~

Table 6 – Noise Criterion for Amelioration

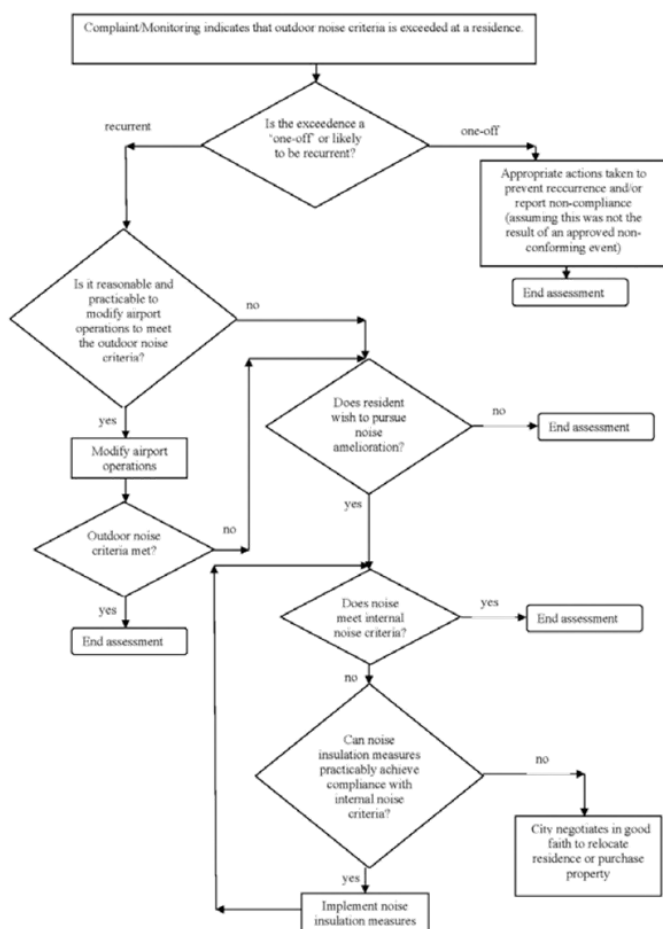
Outdoor Noise Criterion
Noise Amelioration action is required where $L_{Amax}$ regularly exceeds <sup>2</sup> –
(1) 85dB(A); or
(2) 80- <del>85</del> dB(A) for > <del>6-15</del> events <sup>1</sup> per day; or
(3) 75- <del>80</del> dB(A) for > <del>30-42</del> events <sup>1</sup> per day; or
<del>(4) 65dB(A) for &gt;20 events per day.</del>
Notes:
(1) Each aircraft noise event occurring between 7pm and 7am is to be counted as 4 events.
(2) Regularly exceeds consists of events arranged in or constituting a constant and definite pattern, especially with the same space between individual circumstances. <u>Noise generated by Emergency Services Aircraft operating in emergency situations are</u> not to be taken to count towards the monitored noise events for amelioration purposes.
<u>AND / OR</u>
<u>Table 2.1 Building Site Acceptability based on ANEF Zones in AS2021:2015; where a house, home, unit, flat, caravan park falls in the 20-25 ANEF zone</u>

For the option of Acoustic Insulation to be considered a relevant response to the need for Noise Amelioration, the *\*Australian Standard (AS2021-2015~~00~~) for Indoor Design Sound Levels for Determination of Aircraft Noise Reduction* as it relates to residences is the target to ensure the adequate design of the Noise Attenuation Package.

Table 7 – Target Levels for the Design of an Acoustic Insulation Package

Building type and activity	Indoor design sound level dB(A)
<i>Houses, home units, flats, caravan parks</i>	
Sleeping areas, dedicated lounges	50
Other habitable spaces	55
Bathrooms, toilets, laundries	60

Table 8 – Noise Exceedance Response





#### Consideration Initiated as a Result of Flight Training Activity

In addition to the parameters that address the louder noise events, it is also necessary to include consideration of the repetitive noise events, which are those caused by flight training and, given the restriction on the aircraft to be used for flight training, will not cause the noise levels identified above. High levels of repetitive noise caused by flight training may also qualify a resident for Noise Amelioration Assessment, with the primary noise amelioration action to be operational controls / permit reviews before the consideration of the other noise amelioration measures identified. Ultimately, the determination of these levels will necessarily be discretionary for the Council and will primarily be dealt with by the determination of whether to issue a permit or not.

#### 6.2.3. Process for Amelioration Assessment

A key management action for the implementation of the NMP is to identify residences requiring noise amelioration assessment. This assessment will be undertaken in accordance with the process identified in Table 8.

Table 9 – Amelioration Assessment Parameters

Action	Input/Output	Parties Involved
Identify Residential Property for assessment	1. Request or complaint from property owner; or 2. Noise Monitoring data identify noise level 'breach'	Property owner City of Busselton
Desktop analysis of amelioration assessment	1. Determine if noise monitoring data exists or is required 2. Conduct noise monitoring (if required) 3. Compare noise monitoring to noise level criteria	City of Busselton Property owner
Liaison with Property owner	Initial discussions with property owner regarding amelioration packages provided for in the NMP	City of Busselton Property owner
Acoustic assessment for amelioration design	Assessment of property for amelioration design packages in accordance with Australian Standard Indoor Design Sound Levels*	Acoustic Engineers Acoustic insulation specialists City of Busselton Property owner
Liaison with Property owner	Further discussion with property owner to confirm options on amelioration packages	City of Busselton Property owner

Report to AAC	Report on details of amelioration and officer recommendation (where confidentiality is not breached)	City of Busselton Presiding Member AAC
Report to Council	Report to contain <ul style="list-style-type: none"> <li>- results of noise monitoring</li> <li>- Cost of possible amelioration packages</li> <li>- Results of consultation with private property owner</li> <li>- AAC and City Officers' Recommendation</li> </ul>	City of Busselton
Follow-up acoustic assessment	Noise monitoring to assess effectiveness of amelioration implementation	Accredited Noise Monitoring

---

## 7. COMMUNICATION AND CONSULTATION

Community access to information and involvement in high impact decisions is a key component of the management of noise impact associated with the [Busselton-Margaret River Regional Airport](#). The City of Busselton will therefore utilise a range of mechanisms to ensure that the community is informed and involved.

In this regard, the City may utilise at various times any or all of the following communication and consultation initiatives:

- An advisory committee or similar established body to provide specific input to various proposals and to assist with stakeholder communication and consultation;
- Regularly update the City of Busselton's [Busselton-Margaret River Regional Airport](#) website with airport operations information;
- Ensure that airport noise complaints procedures are advertised and available on the website;
- Place all [Council endorsed](#), related noise exposure contour maps on the website and make available to the public by various other means ([i.e](#) ANEF, ANEI, N65, N70 and N75);
- Provide land use planning information in various formats along with the noise contour information;
- Utilise newspaper releases, radio updates, forums, community meetings and advisory committee meetings;
- Ensure that all members of the community have an opportunity to have input at the formative stage of any change to operations, policy or procedure;
- Direct communication with interested members of the public (eg those living near the airport) with information containing any imminent happenings.

The NMP is established to provide community protection from the impacts of noise associated with the operation of the airport. In establishing the parameters within which the airport can operate and therefore the operations that will be deemed acceptable, there is of course acknowledgement that some operations and noise impacts are unacceptable. The Noise Complaints section provides the framework by which the community can raise concerns regarding the noise impact of the operations at the airport and the City of Busselton can assess complaints and the actual noise impact of the airport's operations.

---

## 8. NOISE COMPLAINTS

The City will manage noise emissions from the [Busselton-Margaret River Regional Airport](#) by proactively implementing the Noise Management Plan and promoting Fly Neighbourly practices. In addition, noise complaints will be responded to, investigated and treated with priority.

### 8.1. Noise Complaints Procedure

Any complaint regarding noise impact associated with the [Busselton-Margaret River Regional Airport](#) should be submitted to the Chief Executive Officer (or CEO's nominated complaints officer) of the City. Complaints can be lodged verbally, via email or in writing and a contact telephone number, email address and postal address for complaints relating to airport noise impacts will be published and made available via a range of mediums outlined in Section 7.

In order for a complaint to be properly investigated, complainants should be aware that they will need to endeavour to provide:

- Their name;
- The location at which the noise nuisance occurred;
- The date or dates on which the noise nuisance occurred;
- The time or times at which the noise nuisance occurred;
- Any details of the aircraft that may have been observed;
- Any other information that will enable the complaint to be properly investigated.

Complaints will be acknowledged in writing and complainants will receive a response once the complaint has been investigated.

The City will maintain records of complaints regarding aircraft noise impact and utilise this information in the ongoing review and implementation of the NMP.

A preliminary response to the complainant, identifying in the least the length of time that will be required to formally respond to the complaint, is to be provided in accordance with the City's Customer Service Charter requirements. If possible, the preliminary response should also include advice as to whether it is believed to be a matter within the City's enforcement provisions to control or not.

## 8.2. Noise Complaint Investigation

Where the City receives a noise complaint, the details provided by the complainant can be used by the City to investigate the complaint. The City will seek to determine whether the noise nuisance has been caused by an approved operator or an operator that may have utilised the airport in a manner that does not comply with the requirements of the NMP.

The City's focus in relation to operators utilising the [Busselton-Margaret River Regional Airport](#) is:

- to ensure that they are aware of the requirements of the NMP;
- to ensure that they are complying with the requirements of the NMP;
- to ensure that operators are acting within the conditions of any approval they have received; and
- to ensure that any operation requiring approval that does not have the necessary approval is ceased.

Where a noise complaint has been investigated, the City will utilise this approach to ensure ongoing compliance with the requirements of the NMP. In addition, the City will report and follow up on any matter of complaint deemed not to be in the jurisdiction of the City.

The City of Busselton will:

- Do what is appropriate with a view to resolving complaints in a cooperative, efficient, timely and fair manner;
- Regularly monitor and report to complainants on the progress and outcome of complaints that have been lodged;
- Maintain records of complaints regarding aircraft noise impact and utilise this information in the ongoing review and implementation of the NMP;
- Provide advice to the community on issues to note when making noise complaints; and
- Be as transparent as possible, whilst also acting in accordance with its confidentiality and privacy obligations.

## 9. IMPLEMENTATION AND REVIEW

The [Busselton-Margaret River Regional Airport](#) is owned and managed by the City of Busselton, which is required to implement this Noise Management Plan to ensure all operators utilising the airport are doing so in an approved manner, either by utilising the airport in the manner specified in the NMP or by seeking a specific approval or permit as required.

Table 10 - The Management Structure consists of:

Council	<p>Sets high level direction for Airport development and management</p> <p>Approves land use planning parameters, including scheme amendments</p> <p>Approves changes to Noise Management Plan</p> <p>Considers initial applications for Flight Training</p> <p>Considers applications for ongoing special event or special circumstance exemptions</p>
Airport Advisory Committee	<p>Provides input to:</p> <ul style="list-style-type: none"> <li>• high level direction for Airport development and management</li> <li>• changes to Noise Management Plan</li> <li>• initial applications for Flight Training</li> <li>• applications for ongoing special event or special circumstance exemptions</li> </ul>

The Chief Executive Officer	<p>Informs and makes recommendations to the Council and/or Airport Advisory Committee</p> <p>Manages the day to day operations of the <a href="#">Busselton-Margaret River Regional Airport</a></p> <p>Ensures compliance with the NMP and Flight Training Permits</p> <p>Considers applications for Charter and RPT services in accordance with the NMP</p> <p>Considers one-off special event or special circumstances exemptions</p> <p>Considers requests for flight training permit renewal</p>
-----------------------------	--

### 9.1. Compliance Framework

Operators are required to comply with the parameters outlined in this Noise Management Plan and in accordance with any approval granted by the City for operations at the [Busselton-Margaret River Regional Airport](#).

The City of Busselton, as an accountable and responsible owner and operator of the [Busselton-Margaret River Regional Airport](#), is committed and able to implement, apply and enforce, within its powers and available resources, all required strategies and available measures to achieve the requirements and objectives of this NMP.

For purposes of developing and implementing such strategies and/or enforcing compliance with these measures, it is necessary to distinguish between land based activities and activities taking place in airspace.

#### Land based activities

The City of Busselton, as owner of the land where the [Busselton-Margaret River Regional Airport](#) is located and also as operator of the airport, has the power to regulate, subject to certain limitations (like safety requirements and/or emergency measures), land based activities at BRA. These powers include (but are not limited to) determining:

- Operating hours;
- Types of aircraft which may use the aerodrome for landing or taking off;



- Which aircraft operators may use the facilities at the airport (including who may use the aerodrome for landing or taking off);
- Whether flight training operators may use the aerodrome for landing and taking off and under what conditions.

In order to seek/enforce compliance by aircraft operators with the requirements and objectives of this NMP, the City of Busselton shall implement/employ the following measures with regards to land based activities at BRA:

- City of Busselton Airport Local Law which, among other things, regulates the activities of flight training operators. Under this process a proponent will be required to apply for a flight training permit and only operators holding valid permits will be allowed to use the facilities at BRA for flight training. Further detail about this process is set out under Paragraph 3.1.5 of the NMP;
- Entering into Fly Neighbourly Agreements with aircraft operators – see paragraph 3.1.4 of the NMP;
- Consultation with aircraft operators using the facilities at the airport. This is a two tiered process, firstly ensuring that approved aircraft operators are aware of the regulatory measures which apply to the airport and also of the requirements of the NMP, and secondly consulting with non-compliant aircraft operators in an attempt to resolve any issues and prevent re-occurrence of unapproved/non-compliant activities;
- Reporting non-compliance to relevant government agencies (like CASA, AirServices Australia and OEPA) and seeking support from these agencies to prevent re-occurrence of such activities;
- Prosecuting serial non-compliant aircraft operators;
- Ban serial non-compliant aircraft operators from using the facilities at the airport (banning certain non-compliant activities at the airport or prohibiting such operators from landing and taking off from the aerodrome).

#### **Activities in Airspace**

Since the powers to regulate Australian administered airspace are considered to be exclusive to CASA and AirServices Australia, the City of Busselton has no power or authority to regulate activities ~~happening~~ in airspace. The City, for instance, does not have the power to regulate matters like height restrictions and flight paths through a local law. That does however not prevent the City from seeking and enforcing compliance by aircraft operators with existing measures regulating activities in airspace.



## 9.2. Review Process

The review of the Noise Management Plan will be undertaken bi-annually in conjunction with the Airport Advisory Committee (or its equivalent replacement at any future time). The review will be undertaken in consultation with key stakeholders, including the community, officers from OEPADEC and airport users. The results of the review and any proposed changes to the NMP will be advertised for comment in the local newspapers following Council's consideration of the recommended changes. It is noted that proposed amendments to the NMP may require approval under Section 46 of the Environmental Protection Act 1986.

Following the review of the NMP, if adopted by the Council and sanctioned, where necessary, by the relevant statutory bodies, the revised NMP will take effect for the airport operations for the forthcoming twelve month period or until a further review is held.

Nothing in this section prevents a more regular review of the City of Busselton's NMP if the Council resolves to conduct such a review, which may be referred to the Airport Advisory Committee.

Any bi-annual review of the NMP will take into consideration:

- How the development opportunities for the airport have been pursued;
- Whether the flight paths and noise abatement zones need updating;
- Whether the hours of operation need to be adjusted;
- How well noise emissions associated with the airport have been managed, which will include consideration of noise monitoring data, complaints statistics and compliance information.

The annual review will also include a review of the Fly Neighbourly Agreement and the Flight Training Guidelines.

## 9.3. Implementation Priorities

~~From the date of final approval, the following Key Management Actions are the focus for the first 12 months of the City of Busselton — Noise Management Plan.~~

~~Table 11 — Key Management Actions Year 1~~

<del>Adeoption of Noise Management Plan</del>		<del>Date</del>
<del>Non-compliance</del>	<del>Develop and adopt policies and procedures to address non-compliance of both the FNA and</del>	<del>Month 4</del>

	<del>the NMP generally, including recommendations for inclusions in the Local Law</del>	
Noise Attenuation in buildings	Identify residences requiring noise amelioration assessment	Month 4
Noise Monitoring	Investigate purchase and installation of noise monitoring equipment	Month 6
Local Law	Finalise recommended Local Law	Month 6
Noise Attenuation	Develop budget for proposed mitigation and secure Council approval	Month 8
Review	Noise complaints register for previous 12 months when NMP is reviewed	Month 10
Audit	Undertake an annual audit of NMP	Month 10
Review	Review the NMP against the findings of that annual audit and register of complaints	Month 11
Report	Prepare annual report on the operations of the airport	Month 12

## **11. PLANNING AND DEVELOPMENT SERVICES REPORT**

### **11.1 ADOPTION OF MANAGEMENT PLAN FOR RESERVE 43008, DUNSBOROUGH**

<b>SUBJECT INDEX:</b>	Environment Plans
<b>STRATEGIC OBJECTIVE:</b>	Our natural environment is cared for and enhanced for the enjoyment of the community and visitors.
<b>BUSINESS UNIT:</b>	Environmental Services
<b>ACTIVITY UNIT:</b>	Environmental Planning
<b>REPORTING OFFICER:</b>	Senior Environmental Officer, Natural Resource Management - Will Oldfield
<b>AUTHORISING OFFICER:</b>	A/Director, Planning and Development Services - Martyn Glover
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A Reserve 43008 Management Plan Attachment B Schedule of Submissions - Reserve 43008

#### **PRÉCIS**

A Management Plan (the Plan) has been prepared for Reserve 43008, Dunsborough, for the purpose of fire management and to protect and enhance the environmental, social and heritage values of the reserve. The Plan (Attachment A) has been advertised for the purpose of public consultation for a period of 28 days which ended on the 28<sup>th</sup> October 2015. Further to the consultation process, the City has been awaiting advice from the Department of Aboriginal Affairs regarding compliance with the Aboriginal Heritage Act and formal approval for works within the reserve.

The Plan is intended to provide direction and guidance for the maintenance of fuel loads within the bushland while not impacting on Aboriginal cultural values and environmental values of the reserve. The plan will enable the City to implement actions such as fuel load reduction burning, upgrading of access tracks and revegetation of degraded areas within the reserve and is recommended to Council for adoption.

#### **BACKGROUND**

In November 2008, Council resolved (resolution C0811/325) that the City develops a reserve management plan for Dunsborough Crown Reserve 43008 that incorporates Aboriginal heritage management, environmental management, access management and fire management among other matters.

Reserve 43008 is vested in the City of Busselton for the purpose of “recreation, community centre and drainage”. The reserve contains the Naturaliste Community Centre. The Dunsborough Playing fields lie to the east and the Windlemere residential area lies to the west.

Residents in the Windlemere Estate have previously expressed concern about the fuel loads of the bushland in the reserve. The City assessed fuel loads in the reserve and as a result began some works to clear the western boundary (common with Windlemere residents). However, due to the potential to disturb Aboriginal cultural values of the site, that are protected under the Aboriginal Heritage Act 1972, it was necessary for the City to prepare a management plan that considers these values.

A primary consideration to the preparation of a management plan for Reserve 43008 or any works that disturb the ground, has been the presence of Aboriginal artefacts and the place having cultural significance. Parts of Reserve 43008, are registered Aboriginal heritage sites and no works that might disturb the heritage value of the site can occur without clearance from the (State) Department of Aboriginal Affairs. These matters have now been resolved through formal consultation with local Nyungar representatives.

The reserve bushland also has significant environmental values and contains very good Western Ringtail Possum Habitat, which must be recognized and managed appropriately. The plan therefore has been created to address the social, cultural, environmental and fire safety aspects of the reserve.

## **STATUTORY ENVIRONMENT**

The Plan is intended to guide the City's approach to the management of Reserve 43008, currently managed by the City of Busselton as per Clause 3.54 of the Local Government Act, which provides the City the head of power for the purpose of controlling and managing land in the District.

The District Town Planning Scheme No.20 identifies the subject land as Reserve for Public Recreation. The recommendations within the management plan are consistent with the zoning.

The Aboriginal Heritage Act 1972(AHA), protects aboriginal Heritage sites in the reserve and indicates that any person who excavates, destroys, damages, conceals or in any way alters any Aboriginal site; commits an offence unless he is acting with the authorization of the Registrar under section 16 or the consent of the Minister under section 18.

## **RELEVANT PLANS AND POLICIES**

Preparation of the Management Plan for Reserve 43008 is supported by the following Policies and Strategies:

Shire of Busselton Environment Strategy - Action 1.13 "Continue to prepare and implement reserve management plans" clearly supports the development and implementation of this plan.

Friends of Reserves Strategy – This plan has been developed in accordance with the Friends of Reserves Strategy, which provides guidance on the development of Reserve Management Plans.

Bushfire Strategic Plan – This plan recognizes the need for ongoing liaison with Department of Parks and Wildlife Officers regarding bush fire protection strategies and how they interface with environmental strategies, and to ensure hazard reduction burning is carried out strategically and on a variable rotation and in balance with public safety and environmental considerations, in accordance with FESA- Fire Services Learning Manual 3.17 and the City of Busselton Environmental Strategy Plan August 2004.

## **FINANCIAL IMPLICATIONS**

Expenditure to implement the Management Plan will involve upgrading of the tracks within Reserve 43008 to a standard that can be used by fire fighting vehicles, some initial vegetation maintenance and access control.

Vegetation removal and clearing of fire breaks can be undertaken during the current financial year under account 421-10850-3280 - Implementation Management Plans, with the upgrading of tracks to be considered as part of future budget allocations.

General reserve and fire management activities within the reserve such as weed management and firebreak maintenance are ongoing activities that are considered within the annual budgeting process in order to meet the expectations of the community.

### **Long-term Financial Plan Implications**

There are no long term financial implications arising from this plan.

### **STRATEGIC COMMUNITY OBJECTIVES**

Preparation, adoption and implementation of the management plan for Reserve 43008 supports the City's Key Goal Area 5- 'Cared for and Enhanced Environment' and Community Objective 5.1 'Our natural environment is cared for and enhanced for the enjoyment of the community and visitors'.

### **RISK ASSESSMENT**

An assessment of the potential implications of not implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment sought to identify 'downside' risks only rather than 'upside' risks and where the risk, following implementation of controls has been identified is medium or greater.

<i>Risk</i>	<i>Controls</i>	<i>Consequence</i>	<i>Likelihood</i>	<i>Risk Level</i>
Reputational/ Financial Bush Fire in reserve causes damage to adjoining private property	Installation of firebreak and tracks to facilitate controlled burns to reduce fuel load and better access during a fire emergency. Woody weed removal to reduce fuel load	Major	Rare	Medium

### **CONSULTATION**

During the development of the management plan, comment and input was sought from:

- Dunsborough Fire and Rescue;
- Dunsborough Bush Fire Brigade;
- Department of Fire and Emergency Services;
- City of Busselton Community Emergency Services Officer; and
- Local aboriginal representatives.

The plan has also been out for Community Consultation for a period of 28 days. Notification of Community Consultation period was placed in the Council for Community Notices in the local paper and letters were sent to adjoining landowners. The Community Consultation generated 5 responses which are outlined in the submissions table (Attachment B).

### **OFFICER COMMENT**

This section of the report discusses the issues/actions within the plan that were raised during the public submissions period.

#### **Summary of submissions**

There were 5 individual submissions received.

One submission received was of a technical nature relating to the classification of fauna. This was factual information which was verified and has resulted in a few minor changes to Table 3 to correct the status of fauna listed in the table.

There were two submissions relating to fire concerns for residents in the Windlemere residential area. The remaining two submissions brought up a range of other matters that have been considered and commented on within the submissions table (Attachment B) but did not result in any recommended changes in the Management Plan.

### **Fire**

A key objection raised on the subject of fire was to the planting of more vegetation and the potential of adding “fuel to fire” by planting of 700 mature Peppermint trees plus understory in the reserve.

Bushland can present a bushfire risk, however, the purpose of preparing the Management Plan was to propose measures that can be undertaken to reduce the bushfire risk such as:

- Removal of woody weeds which directly reduces the fuel available,
- Removal of solid heavy fuels which are harder to put out in a fire emergency,
- Upgrading access in the reserve for fire fighting vehicles and dividing the reserve into cells that can be burnt under cool conditions to reduce fuel loads,
- Installation of a fire break along the western boundary of the reserve common with private property in the Windlemere residential area,
- Clearing of overhanging vegetation around the Naturaliste Community Centre.

All of these actions are expected to result in acceptable fuel loads across the reserve, including the proposed revegetation areas. The proposal to revegetate an area of 1 hectare within the reserve was taken into consideration during the preparation of the plan and it will not significantly add to the fire risk when taken in context with these fire management recommendations.

### **Cultural centre**

One submission suggested the clearing at the northern end of the reserve could be utilised for either heritage purposes (e.g. Aboriginal Heritage Centre), recreation and/or consideration as a potential pedestrian link to the Town Centre in the future. Its strategic location next to Caves Road and cleared ground offers potential cultural and social land use opportunities, including ability to facilitate connectivity between the playing fields, the Naturaliste Community Centre and the town in the future.

During the development of the plan the City undertook formal consultation with the local Nyungar representatives. The significance of the site is acknowledged and well documented however there is no recommendation for interpretation of the aboriginal significance of the site at present. Should interpretive information be identified as a priority in the future further consultation would need to occur.

Because there are many registered Aboriginal sites, future development of the reserve would be constrained because of the no ground disturbance buffer areas around existing artefact sites. However this may not prevent the use of parts of the reserve for cultural activities. It is expected that there will be an area near the soak at the northern end of the reserve that will have open space and shady parkland areas for informal uses. The Native Title Settlement is likely to generate many alternative opportunities for the SW claimants to determine their needs and locations for cultural interpretation.

The plan does discuss pedestrian access/links to town. There is also scope for additional links to be made around fire cells which already indicate places where there are already natural breaks within the vegetation on the reserve. Pedestrian paths/links are consistent with the purpose of the reserve and therefore can be proposed and implemented through consideration of the recommendations of this plan.

### **Section 18 approval for ground disturbing works**

Through the formal aboriginal consultation process the Department of Aboriginal Affairs (DAA) advised the City to seek approval under Section 18 of the Aboriginal Heritage Act 1972, to enable the

City to implement the Plan and to undertake works to manage fire and other matters within the DAA Registered sites on Reserve 43008.

The City lodged the Section 18 application in time for the Aboriginal Cultural Materials Committee (ACMC) hearing in December. Formal approval has now been granted by the DAA with the conditions that the City:

- provide a written report to the Registrar of Aboriginal Sites within 60 days of the completion of the Purpose (implementation of the Plan), advising whether and to what extent the Purpose has impacted on all or any Registered sites located on the Land.
- act in accordance with the procedures in section 15 of the Aboriginal Heritage Act 1972, should skeletal remains suspected to be of Aboriginal origin, or any material suspected to be skeletal remains of Aboriginal origin be discovered during the approved works.

The City will carry out these conditions as required by the Minister of Aboriginal Affairs.

## **CONCLUSION**

Reserve 43008 has significant Aboriginal Heritage and Environmental values. The Windlemere residential area to the west of the reserve is classified as Bush Fire prone and, as such, the City has considered what can be done to reduce the bush fire hazard in the reserve while not impacting on the cultural heritage and environmental values. The City recognizes that all of these aspects need to be managed in the reserve and therefore recommends the Management Plan for Reserve 43008 (Attachment A) be adopted by Council. The Plan will allow for the implementation of fuel reduction activities and upgrade of fire access infrastructure to the reserve, as well as, maintenance and enhancement of the bushland.

## **OPTIONS**

The Council may determine not to adopt the Management Plan for Reserve 43008, however, this may result in lost impetus to manage all aspects contained in the plan (environmental, cultural and fire safety) in an integrated manner.

## **TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

The Management Plan for Reserve 43008 will be made available to the public by posting it on the City of Busselton website following the Council decision to support the officer recommendation. Actions of the Management Plan for Reserve 43008 will be implemented as funding is made available and suitable conditions to implement actions such as prescribed burning.

## **OFFICER RECOMMENDATION**

That the Council adopt the Management Plan for Reserve 43008 (Attachment A), to guide the future fire management and to protect and enhance the environmental, social and heritage values of the reserve.

# Reserve 43008 Management Plan

Adopted by the City of Busselton  
March 2016





### **Limitations Statement**

This report has been solely prepared for the City of Busselton. No express or implied warranties are made by Ecosystem Solutions Pty Ltd regarding the findings and data contained in this report. No new research or field studies were conducted other than those specifically outlined in this report. All of the information details included in this report are based upon the research provided and obtained at the time Ecosystem Solutions Pty Ltd conducted its analysis.

In undertaking this work the authors have made every effort to ensure the accuracy of the information used. Any conclusions drawn or recommendations made in the report are done in good faith and the consultants take no responsibility for how this information and the report are used subsequently by others.

Please note that the contents in this report may not be directly applicable towards another organisation's needs. Ecosystem Solutions Pty Ltd accepts no liability whatsoever for a third party's use of, or reliance upon, this specific report.



**Ecosystem Solutions Pty Ltd**

PO Box 685

Dunsborough WA 6281

Ph: 08 9759 1960

Fax: 08 9759 1920

Email: [info@ecosystemsolutions.com.au](mailto:info@ecosystemsolutions.com.au)

[www.ecosystemsolutions.com.au](http://www.ecosystemsolutions.com.au)

## Contents

1	Introduction.....	4
2	Purpose and Scope of this Management Plan.....	4
3	Legislative and Policy Framework.....	5
4	Site Description .....	5
5	Social Values .....	6
5.1	Aboriginal History and Values .....	6
5.2	Recreation.....	10
6	Biological Environment.....	11
6.1	Soil Landscapes.....	11
6.2	Flora .....	12
6.3	Vegetation .....	13
6.4	Fauna.....	16
6.5	Summary .....	17
7	Threats .....	17
7.1	Wildfire .....	17
7.2	Introduced Plants.....	23
7.3	Feral & Pest Animals .....	27
7.4	Dieback Disease.....	28
8	Management Actions .....	29
8.1	Introduction.....	29
8.2	Guiding Principles.....	29
8.3	Management Actions .....	30
9	Maps .....	34
11	References.....	44
12	Appendices .....	46

## 1 Introduction

Reserve 43008 is a 13 ha crown reserve located in Dunsborough WA, within the City of Busselton. The reserve is vested in the City of Busselton for the purpose of "recreation, community centre and drainage". The reserve contains the Naturaliste Community Centre, which incorporates the Dunsborough Library, indoor sports stadium, crèche and other community facilities. It is adjacent to the Dunsborough Playing fields, although this area is outside the reserve boundary.

Most of the reserve has been retained as native remnant vegetation which provide an important habitat for native flora and fauna, which is particularly significant within a growing urban environment.

The reserve also contains a number of significant Aboriginal heritage sites, including camping ground, ceremonial, mythological and burial sites.

To the east of the reserve, urban development has resulted in a number of residential dwellings being constructed within 10 metres of the western edge of the reserve. The potential for bushfire hazards to accumulate close to these dwelling within the reserve is high and the fuel loads of bushfire fuels need to manage to minimise the wildfire risks to these houses.

This Environmental Management Plan incorporates elements of aboriginal heritage, social uses, and native flora and fauna, and bushfire hazards to maintain and enhance these biological and cultural values while minimising the risk from bushfire for adjoining landowners.

## 2 Purpose and Scope of this Management Plan

The objective of this Environmental Management Plan is to protect and enhance the environmental, social and heritage values of the reserve whilst ensuring the safety of the adjoining landholders.

This plan outlines the values of the Reserve and the threats to those values.

Management strategies are outlined to achieve this, based on the principle that the safety concerns of landowners and users of the reserve are considered without negatively impacting on the conservation values.

Fire management guidance and recommendations are proposed within this plan that follow this principle.

Consultations with the local indigenous community were conducted as part of this management plan's development. This was facilitated by Brad Goode & Associates (Consulting Anthropologists and Archaeologists). The outcomes of these consultations are documented separately (Huxtable, 2015), however where required, this report's outcomes are referenced within this Environmental Management Plan.

### 3 Legislative and Policy Framework

There are a broad range of legislation, policy, consultations and guidelines that apply to the reserve and the proposed management actions. The following have been considered in the preparation of this plan.

- Aboriginal Heritage Regulations 1974
- Bushfires Act (1954) WA.
- City of Busselton Community Infrastructure Division Technical Standards and Specifications;
- City of Busselton Environment and Heritage Conservation Policy (2010)
- City of Busselton Local Planning Scheme No.21 (2010)
- Environmental Protection and Biodiversity Conservation Act (1990)
- Report of an Aboriginal Heritage Survey of a Fire management plan for reserve 43008 and other projects proposed within the town of Dunsborough, Western Australia (Brad Goode and Associates, 2010),
- State Planning Policy 3.4: Natural Hazards and Disasters;
- Western Australian Aboriginal Heritage Act 1972;
- Wildlife Conservation Act (1950) WA

### 4 Site Description

Crown Reserve 43008 (Lot 4976 on Plan 19038) is located in Dunsborough and lies between Caves Road, Dunsborough Lakes Drive, the Dunsborough Playing Fields and the Windlemere Estate residential development (Map 1).

It lies at the junction between the Swan Coastal Plain and the Leeuwin Ridge. The Reserve is moderately flat but slopes upwards towards the west rising from 10 m above sea level (Australian Height Datum AHD) to 15m AHD on the eastern boundary which adjoin Windlemere Estate (Map 1). An open drainage system

follows the western boundary of the Reserve, designed to provide drainage for high rainfall events from the urban development to the west.

## **5 Social Values**

### **5.1 Aboriginal History and Values**

*The following synopsis was provided by Mr Brad Goode from Brad Goode & Associates.*

Reserve 43008 has a rich history of prehistoric and historic Nyungar occupation. Over the last 40 years several archaeologists and anthropologists have conducted heritage surveys on portions of the reserve and have documented the reserves scientific and cultural values that are known to be present.

In 1978 when Caves Road was realigned southwards artefacts were exposed within the road cutting bordering the reserve. Mr Charles Dortch (archaeologist) from the W.A Museum who investigated the matter found artefacts dating beyond 5000 years. According to Mr Dortch this site was clearly much larger, extending some 200m into Reserve 43008 (Dortch, J 1995:1, & Dortch, J; 1998; 4-5).

In 1993 Ms Louise Bavin (archaeologist) was commissioned by the Western Australian Water Authority to conduct a survey for a water pipeline route that truncated Reserve 43008. Artefacts were found upon the surface and within the roads embankment along the south side of Caves Road and where Windlemere Drive borders the reserve to the south. (Bavin: 1993: 16)

In 1994 Mr Joe Dortch was commissioned to conduct a test excavation at the site for the pipeline. Mr Dortch's excavation further dated the age of recovered artefacts to 12000 years and extended the geographical boundaries of the site to include areas adjacent to the site on the north side of Caves Road, a site now occupied by Chicken Treat, and also on the western side of Cape Naturalist Road near the new Dunsborough Police Station (Dortch, J 1995:1-2)

In 2002 Mr Wayne Glendenning (archaeologist) was commissioned by the City of Busselton to survey an adjacent area for the Dunsborough playing fields. Glendenning identified an artefact sites on the western shore on the southern end of the existing lake along the eastern margin of Reserve 43008 and also recorded isolated artefacts along a track on the western border with Windlemere Estate (Glendenning 2002: 11, & Goode 2003: 4-5)



In 2009 Mr David Guilfoyle in a survey of the new playing fields for the City of Busselton identified a moderately-dense stone artefact scatter eroding from the sloping embankment of a water storage dam on the south-eastern corner of Reserve 43008. Here Guilfoyle reported that these artefacts represented late stage manufacture and/or tool maintenance site that showed intensive human occupation over a date range consistent with the dates obtained by Dortch near Caves Road (Guilfoyle 2009: 8).F

The history of the reserves cultural values was first noted by settler families and documented by Hardwick in 1996 when conducted an Ethnographic study of the Dunsborough Playing Fields. In his study he identifies that Quedjinup (Dunsborough) was known to be at the "nexus of tracks or runs coming from the east, west and north-west. These tracks were the paths that brought Wardandi family groups from all over their country in the spring of each year when food resources were abundant enough for Aborigines to conduct large ceremonial gatherings". Hardwick stated accounts from decedents of the original farming families such as Seymour and Jennings make references to these events and Nyungars having camps on the sand ridges within Reserve 43008. (Jennings in Hardwick 1996:7)

In terms of contemporary values the Aboriginal community was first consulted about Reserve 43008 in the early 1990's when Mr Charles and Mr Joe Dortch took Mr Wayne Webb to the site for an inspection. Mr Webb informed Mr Dortch of a burial site known to the Elders of the Busselton Aboriginal community as "Koobins Grave". The exact location of this gravesite was unknown at the time of Mr Webb's inspection. However Mr Webb believes that it is within 200m of Caves Road within Reserve 43008.

In 2003 Goode conducted consultations with several Nyungar families at the site upon behalf of Telstra. In this survey the Elders identified that Koopin was a "full blood" tribal Wardandi man that died upon the beach in Dunsborough during the winter, near the turn of the century. They stated that William Fred Seymour, whose family farmed the land adjacent to Reserve 43008 in his awareness of traditional burial practices, took Koopin's body on the back of his dray to the area commonly known as 'Kips calf paddock' where it was left for the Aboriginal people to bury. (Goode 2002: 4-5). Sometime after a local resident (Mr Les Patton) a former adjacent land owner suggested that the grave is west of and adjacent to the

Naturaliste Community Centre, to the south of the original road to Yallingup near the original fence post delineating Kip Seymour's 'calf paddock' near a group of Sheoak trees. The actual grave is yet to be found.

During these consultations the Elders also advised that Reserve 43008 was a historic camp ground occupied by the Lowe and Sambo families through the spring in the 1930s and 1940s. The location of the camps were known to be in bushland approximately 150m south of Caves Road high on a sandy ridge overlooking a wetland (Goode 2003: 15)

In June of 2009 the reserve was used as a reburial site by the local Aboriginal community with the assistance of the Department of Aboriginal Affairs. Skeletal remains that had been formerly housed at the Western Australian Museum were repatriated to the site and reburied in a ceremony that was filmed. The remains reburied were a female previously from the Dunsborough area and a male previously from the Vasse Drain.

Reserve 43008 in its entirety is now considered by the Nyungar community as highly significant Aboriginal cultural heritage site that has a matrix of prehistoric and historic Nyungar cultural values. Management of this area must therefore consider these values in terms of legislative requirements under the AHA but more importantly in maintaining positive and respectful relations with Nyungar community by continuing to involve them in all management decisions made.

There are four Department of Aboriginal Affairs (DAA) Registered Aboriginal sites and three other Aboriginal Heritage places that have DAA extents that overlay Reserve 43008 (Brad Goode & Associates, 2015).

These are listed in Table 1 and shown in Map 2. Full details are available in the report prepared by Brad Goode & Associates (2015) prepared as part of the consultation for this management plan.

*Table 1: Summary of Aboriginal heritage sites with DAA extent within Reserve 43008.*

<b>Id</b>	<b>Name</b>	<b>Status</b>	<b>Access</b>	<b>Restriction</b>	<b>Site Type</b>
<b>Registered Aboriginal Sites</b>					
1061	Dunsborough 2: Caves Rd	Registered	Open	No	Artefacts/ Scatter
20004	Dunsborough Playing Fields	Registered	Open	No	Artefacts/ Scatter
20764	Caves Rd Campsite	Registered	Closed	Restricted	Re-burials, Camps
27231	Dunsborough New Playing Fields	Registered	Open	No	Artefacts/ Scatter
<b>Other Heritage Places</b>					
1008	Dunsborough: Windlemere Dr	Awaiting Assessment	Open	No	Artefacts/ Scatter
18902	NCCRF Isolated Artefact	Awaiting Assessment	Open	No	Artefacts/ Scatter
20763	Koopins Grave	Awaiting Assessment	Open	No	Skeletal Material/ Burial

**Source: Brad Goode & Associates, 2015.**

As part of this Environmental Management Plan, an ethnographic Aboriginal Heritage consultation process was facilitated by Brad Goode and Associates. On the 5<sup>th</sup> May 2015 a meeting was conducted on the site with the South West Boorjarah and the Harris family representatives to go through the elements of this plan and seek their endorsement for the proposed management options. The results of this consultation are compiled in a report prepared by Brad Goode and Associates (2015). Note that during this consultation, a tree was identified by the Nyungar representatives as a "Scar Tree" of Aboriginal origin. This is shown in Map 2 and in Map 9 (as the elders requested a 5 m burning buffer around this tree and the burial sites).

In summary, the Nyungar representatives advised that proposed works in the reserve would not require Section 18 approval under the Aboriginal Heritage Act and that a Regulation 10 permit, under the Aboriginal Heritage Regulations, would be sufficient due to the nature of the works proposed. This was recommended as the Nyungar representatives did not feel that the proposed works would adversely affect the cultural values of Registered Aboriginal sites or other heritage places. They also



advised that the proposed Environmental Management Plan, including the fire management provisions, takes into account the Aboriginal cultural values of the area and proposes to enhance their preservation, as well as implementing culturally appropriate risk management strategies.

The key element that the Nyungar representatives advised was to ensure no soil disturbance occurred during any of the management actions. This concern was due the potential to disturb cultural and heritage artefacts and values. This consideration is incorporated into all of the management actions outlined in Section 8. Management Action F4 involved setting posts to support boom gates. The Nyungar traditional owners advised that it would be recommended to conduct monitoring when undertaking this ground disturbance works and if archaeological material be discovered, that an archaeologist be engaged to record the material and seek advice regarding any approvals that may be required under the Aboriginal Heritage Act. Full details of the outcomes of the consultation are presented in Brad Goode & Associates report.

## **5.2 Recreation**

While the Dunsborough Playing Fields are not within the reserve boundary considered for this management plan, the area and its surrounds are a popular site, valued and used by the community. The Naturalise Community Centre is the main structural element within the reserve. The City of Busselton operates and maintains the centre as a multi-purpose facility for the community. The facility contains a library, indoor spoors court, function rooms, meeting rooms, and a playground and child health clinic. Access to the centre is via a bitumised access road and parking (Map 1).

A network of paths exist within the bushland areas of the reserve. These are extensively used as trails for walking, jogging, cycling, walking dogs on a lead as well as enjoying the amenity of the bushland.

The Centre is also a designated emergency evacuation centre for the Dunsborough town site.

## 6 Biological Environment

### 6.1 Soil Landscapes

Soil-Landscape systems are areas with recurring patterns of landforms, soils and vegetation and are used by the Department of Agriculture to maintain a consistent approach to land resource surveys.

The Study Area is underlain by the Leeuwin Complex of granites and gneiss. (Tille and Lantzke, 1990). There are three individual soil-landscape types within the Study Area, falling within two of the broader landscape systems defined by Tille and Lantzke (1990): The Abba System and the Spearwood System (Map 3). These are described as:

- Abba Soil Landscape System (213 Ab): Poorly drained flats on the southern Swan Coastal Plain. Main soils are grey, deep sandy duplex and wet soil. The principal vegetation type is Jarrah-Marri- Paperbark Woodland.
- Spearwood Soil Landscape System (211Sp): Sand dunes and plains on aeolian sand and limestone over sedimentary rocks in the Western Swan Coastal Plain from Dunsborough to Jurien. Yellow deep sands and yellow brown shallow sands. The dominant vegetation is Tuart – Marri Forest and Woodland in the south and heath and open woodland in the north.

The 3 Soil Landscape Units found within the Reserve are:

- 211SpLD1: Ludlow Flats – Sandplain and very low dunes on coastal limestone in the Swan Coastal Plain. Yellow and brown deep sands. Dominant vegetation is Tuart-Peppermint Forest and Woodlands.
- 213AbCKw: Cokelup Wet Clayey Flats – Low lying flats and depressions on alluvium overlying coastal limestones in the southern Swan Coastal Plain between the Capel River and Dunsborough. Wet and Semi wet soils of alkaline grey shallow sandy and loamy duplexes and hard cracking clays. Predominant vegetation is Paperbark-Flooded Gum Woodlands.
- 213AbABw: Abba Wet Flats – Poorly drained flats and depressions on Quaternary alluvium in the southern Swan Coastal Plain between the Capel River and Dunsborough. Wet and Semi-wet soils with pale deep sands supporting Paperbark and Marri forests and woodlands.

## 6.2 Flora

A systematic flora survey of the reserve was not conducted as part of this management plan. An analysis of the data held on the Departments of Parks and Wildlife's (DPaW's) reveal that 56 monocot species, 104 dicotyledon species and 2 fern species have been documented within a 2 km radius from the centre of the Reserve.

A formal spring threatened flora survey has not been conducted over the reserve in the past, so the actual presence of rare or endangered flora is uncertain, however of the database analysis, the following rare or endangered species are within 5km of the reserve:

- *Caladenia busselliana* (Bussell's Spider Orchid);
- *Caladenia caesarea* subsp. *maritima* (Cape Spider Orchid);
- *Caladenia excelsa* (Giant Spider Orchid);
- *Caladenia viridescens* (Dunsborough Spider Orchid);
- *Drakea micrantha* (Dwarf Hammer Orchid);
- *Gastrolobium argyrotichum*;
- *Hemigenia rigida*;
- *Acacia lateriticola* (glabrous variant);
- *Johnsonia inconspicua*;
- *Acacia semitrullata*;
- *Boronia tenuis*;
- *Calothamnus graniticus* subsp. *graniticus*;
- *Eucalyptus virginea*; and
- *Verticordia lehmannii*.

### 6.3 Vegetation

The mapping of Heddle et al (1980) categorises two vegetation complexes within the Study Area, (Map 4):

- Abba Complex Vegetation Systems: A mixture of open forest of *Corymbia calophylla* – *Eucalyptus marginata* – *Banksia* spp and woodlands of *C. calophylla*. Woodlands of *E. rudis* – *Melaleuca* spp along creeks and floodplains.
- Ludlow Complex Vegetation Systems: Open woodlands of paperbark (*Melaleuca raphiophylla*) and sedgeland of Cyperaceae and Restionaceae specie on broad depressions.

Comparing the current extent to the pre-European extent of each of these complexes, the following percentages remain (WALGA, 2007):

- Abba Complex – 6% remaining; and
- Ludlow Complex – 25% remaining.

As part of this management plan, a survey of the vegetation types within the reserve was conducted. The vegetation was assessed using the releve method whereby the following information was collected at unmarked survey sites;

- GPS coordinates,
- Dominant or important plant species and the differing strata layers, within approximately 10 m radius of the observer,
- Notes on vegetation structure using the method of Muir (1977),
- Vegetation condition score (Keighery, 1994),
- Surface soil texture and colour.

A standardised field data sheet was used to collect field data (Appendix A). A releve point was taken where the native vegetation composition or structure changed and used as the basis to delineate finer scale vegetation types within the reserve. A systemised and structured flora survey was not conducted as part of this management plan.

Most of the reserve could be broadly defined as Marri/Peppermint/Banksia woodland with some areas of Sheoak and Melaleuca. There was considerable variation in the mid and understory areas of the reserve, however without mapping to a micro level, five generalised vegetation types were identified (note that areas

of introduced annual grasslands were not identified as a separate vegetation type as it is addressed in the Section 7.2 Weeds and is reflected in the vegetation condition ranking discussed below).

Using the approach described by Keighery (1994: adapted from Muir, 1977 and Aplin, 1979), the vegetation types are described floristically and structurally as (Map 5):

- Type 1 - Peppermint Banksia & Marri Woodland: Low Open Forest of *Corymbia calophylla*, *Agonis flexuosa*, *Banksia attenuata* with scattered *Allocasuarina fraseriana*, over Tall Shrubland of *A. flexuosa*, over Open Shrubland of *A. flexuosa* and *Xanthorrhoea preissii*, over Low Open shrubland of *Acacia pulchella* and *Hibbertia cuneiformis*, with Very Open Sedgeland of *Lepidosperma* and very open creepers of *Hardenbergia comptoniana*. Other species observed include *Lepidosperma squamatum*, *Burchardia congesta*, *Lomandra* spp, *Xylomelum occidentale*, *Macrozamia riedlei*, *Pimelea* spp, *Conostylis aculeata* and the weeds *\*Zantedeschia aethiopica* (Arum Lily), *\*A. longifolia* (Sydney Golden Wattle) and *\*A. iteaphylla* (Flinders Range Wattle). This comprises 64% of the native vegetation areas of the reserve.
- Type 2 – Peppermint/Banksia/Sheoak Woodland: *Agonis flexuosa*, *Banksia attenuata*, *Allocasuarina fraseriana* low open forest over *Agonis flexuosa*, *Xylomelum occidentale* tall open shrubland over *Agonis flexuosa*, *Corymbia calophylla* open shrubland over *Acacia pulchella*, *Allocasuarina fraseriana* low open shrubland over *Lepidosperma squamatum* open sedgeland over *Hardenbergia comptoniana* very open creeper over *Burchardia congesta* very open herbland. Other species found include *Dichopogon capillipes*, *X. preissii*, *Jacksonia furcellata*, *Adenanthos meisneri*, *Lepidosperma effusum*, *Spyridium globulosum* and *Gastrolobium praemorsum*. This comprises 15% of the native vegetation areas of the reserve.
- Type 3 – Agonis Woodland: *Agonis flexuosa* low open forest over *Agonis flexuosa* tall shrubland over *Hibbertia cuneiformis* open shrubland over *Hibbertia cuneiformis* low open shrubland over *Hardenbergia comptoniana* scattered creeper over mixed annual grassland. Other major species include *Banksia attenuata*, *Corymbia calophylla* and *\*Zantedeschia aethiopica* (Arum Lily). This comprises 14% of the native vegetation areas of the reserve.

- Type 4 – *Melaleuca* Woodland: Low Closed Forest of *Melaleuca raphiophylla* and *Agonis flexuosa*, over Open Low Heath of *\*Zantedeschia aethiopica* (Arum Lily), over Closed Grassland of *\*Pennisetum clandestinum* (Kikuyu) and assorted annual and perennial grass weeds. This comprises 7% of the native vegetation areas of the reserve.

Vegetation condition was assessed using the scale developed by Keighery (1994) which is the standard for the region (Appendix B). These are shown in Map 6 and are tabulated in Table 2.

**Table 2: Vegetation Condition within Reserve 43008.**

Condition	Area (m2)	Percentage
Very Good	42,752	60%
Good	7,671	10%
Degraded	16,202	23%
Completely Degraded	4,929	7%

Overall, approximately 70% of the reserve is in Good or better condition, with only 7% being considered to be Completely Degraded.



#### 6.4 Fauna

A search of the Department of Parks and Wildlife's NatureMaps database reveals that 279 animal species have been formally recorded within a 5 km radius of the Reserve: 8 amphibians, 142 birds, 69 fish species, 28 mammal species and 23 reptile species. Of these, 13 are of conservation significance i.e. classified as threatened, priority or as migratory species or similar (note that marine or marine dependant species have not been included in this analysis). Table 3 lists these species and their conservation status.

**Table 3: Fauna species of conservation significance found within 5 km radius of Reserve (source NatureMap Database DPaW 2015)**

Species	Common Name	Conservation Status
<i>Calyptrorhynchus baudinii</i>	Baudin's Black Cockatoo	Vulnerable
<i>Calyptrorhynchus latirostris</i>	Carnaby's Black Cockatoo	Endangered
<i>Engaewa reducta</i>	Dunsborough Burrowing Crayfish	Critically Endangered
<i>Phascogale tapoatafa</i> subsp. <i>tapoatafa</i>	(Southern) Brush tailed Phascogale	Vulnerable
<i>Pseudocheirus occidentalis</i>	Western Ringtail Possum	Endangered
<i>Falco peregrinus</i>	Peregrine Falcon	Specially Protected
<i>Ctenotus ora</i>	Coastal Plains Skink	Priority 3
<i>Macropus irma</i>	Western Brush Wallaby	Priority 4
<i>Isoodon obesulus</i> subsp. <i>fusciventer</i>	Southern Brown Bandicoot	Priority 5
<i>Ardea ibis</i>	Cattle Egret	Protected by international agreement
<i>Ardea modesta</i>	Eastern Great Egret	Protected by international agreement
<i>Haliaeetus leucogaster</i>	White Bellied Sea Eagle	Protected by international agreement
<i>Merops ornatus</i>	Rainbow Bee-Eater	Protected by international agreement

Note that a fauna survey was not conducted as part of this management plan, however, the Reserve is supporting Western Ringtail Possum, Quenda and providing habitat values for black cockatoo species.

The reserve is considered to be significant habitat for Western Ringtail Possums. A survey of the reserve in 2012 found 55 and 59 WRPs respectively, during two night surveys. This is a density of over 6 WRP/hectare. (Harewood pers. comm).

### **6.5 Summary**

Overall, the reserve is a large bushland remnant within a growing urban environment. It provides habitat for a number of rare and endangered fauna species and potentially contains populations of rare or endangered flora species. The vegetation communities within the reserve are under reserved and highly cleared from their pre European extent. The biodiversity values of the reserve are significant and ongoing management will be required to maintain and enhance those ecological values into the future.

## **7 Threats**

### **7.1 Wildfire**

Fire influences the majority of Australian terrestrial ecosystems and many endemic Australian species are threatened by inappropriate fire regimes (State of the Environment Report, 2001). Fire is a natural environmental factor which can decrease, maintain or enhance the native vegetation, depending on the nature of the fire regime and the ecosystem properties. Fires burn differently in different vegetation types, even when they have the same fuel load and are adjacent to one another; similar fires can have very different effects (Whelan, 1995).

Problems can occur, however, where fuel build up has the potential to impact on the values in and nearby an area as a result of wildfires/bushfires. These values can include the ecological/biological elements as well as the human assets such as homes, community centres and other amenities that can be destroyed by a large, out of control wildfire.

A fire regime is the sequence of fires typical of a given area (Lindenmayer and Burgman, 2005) and has four key components (Gill, 1975):

- fire intensity;



- fire type (e.g. crown or ground fire);
- between fire interval (or frequency); and
- season.

Each one of these components has an impact on the vegetation. The ideal would be to replicate the fire regime that existed in the past. However, with the changing land uses and fragmentation of bushland area, natural fire regimes have significantly changed in most areas. With fragmentation come increased disturbance from surrounding areas and increased weed invasion. The invasion of small bush areas by weeds, especially herbs and grasses, has led to dramatic changes in the types of fuels available for fires. Grasses that dry off in summer provide a greater quantity of fine fuels which will easily carry a fire. After burning, these grasses return in greater abundance, thus making the fire problem worse. It is usually difficult to determine what the original fire regime might have been for a particular vegetation type and although much of Australia's vegetation is adapted to cope with fire, it has not necessarily evolved with the current fire regimes.

There are two ways in which plants respond to fire:

- The whole plant is killed and a new generation grows from the seeds (these are called Reseeders);
- Only parts of the plant are killed and new growth arises from stems or rootstocks under the ground (called Resprouters) (Hussey and Baxter, 2006).

The biology of the plants is only one aspect, fire effects are also dependent upon the:

- Fire frequency;
- Fire intensity;
- The time of year.

### **Fire Frequency**

For Reseeders to persist after a fire, they must have been able to reach maturity and set seed before they are burnt again. Since plants vary in the length of time they take to achieve this, the frequency of fires will have a distinct effect on the composition of the plant communities. To preserve the conservation values of the reserve, it is important that fires do not occur more frequently than the time needed for all the plants to reach maturity and set seed. As a general rule of thumb, the

interval between fires should be at least twice as long as it takes the slowest maturing plant to flower and produce seed and before the older plants are no longer able to reproduce.

### **Fire Intensity**

The intensity at which a fire burns depends upon many factors including, the time of year, air temperature and humidity, the amount and moisture of the fuel and the soil and wind strength (Hussey and Wallace, 1993). Note that a dense layer of grasses greatly increases the fire intensity at ground level, regardless of the season. Fires of different intensity favour the regeneration of different plants, and low intensity fires tend to be patchy, leaving areas of vegetation unburnt.

### **Fire Season**

There are three possible fire seasons, each having considerable differences in their impact (Hussey and Wallace, 1993).

#### ***Midsummer/autumn***

- Fire is usually hot and intense, the fire front is tall and fast-moving;
- It consumes most above ground material;
- It is very likely to burn down mature trees;
- It is likely to cause high mortality to native fauna;
- Will break the dormancy of some buried seeds, e.g. Wattles.

#### ***Winter***

- It has a low intensity, the fire front is low and slow moving, may go out at night;
- Is patchy, with areas left unburnt;
- It disrupts flowering and seed set for some plants;
- It does not crack dormancy of buried seeds;
- It encourages growth of grass weeds;
- It disrupts the breeding cycle of some fauna;
- Is survived by most adult fauna.

#### ***Spring/Early Summer***

- Is of low/moderate intensity, some, but not all, tree crowns will be scorched;

- It does not consume all ground organic material, some patches will be left unburnt;
- It will destroy that year's seed crop for many plants;
- It stimulates surface seed germination;
- It does not crack dormancy of buried seed;
- It may kill many young animal, though adults may escape and there will be colonisation of burnt areas from unburnt areas;
- It will encourage the growth of already established perennial grass weeds;
- It helps resprouting plants grow well over summer and out competes seeders;
- It may weaken seedlings so they do not survive the autumn break of the season.

Disturbance is a key factor in opening up the bush to change, and fire is a major disturbance. Small and isolated remnants, such as the reserve, are subject to more disturbing factors placing them under greater stress making them less resilient to changes.

One of the major threats that occur after fire is weed invasion. Having opened up the bushland by reducing canopy and/or shrubs, it is very easy for weed invasion to occur from the edges. With an area like the reserve, surrounded by gardens and grassland areas, it would not take long for weeds from the edge to invade the whole width of the vegetation. This would lead to a change in the community structure, which will provide changes in resources for fauna.

The reserve is classified as an extreme bushfire risk, given the amount of vegetation with the reserve and the proximity to adjoining residential property and the Naturalise Community Centre.

As part of this Environmental Management Plan, an assessment of the amount of fuel within the reserve was conducted. Knowledge of the type, arrangement and quantity of fuel available to support a fire event allows the potential bushfire risks to be assessed and quantified. It also allows for planning to reduce these fuel load and hence reduce the potential risk to the plants and animals in the reserve as well as the houses in the adjoining development.

This assessment focused on the fine fuels that burn readily in a bushfire. Fine fuels are those that readily burn in the continuous flaming zone at a fire's edge. They contribute the most to the fire's rate of spread and flame height. Typically, they are

dead plant material, such as leaves, grass, bark and twigs thinner than 6 mm thick and live plant material thinner than 3 mm thick. Once ignited, these fine fuels generally burn out within two minutes (Hines, *et al*, 2010).

Fuels in bushland can be divided into four layers, each based on its position in the vegetation profile moving from the ground upwards; Surface Fuels, Near surface Fuels, Elevated Fuels (including Bark Fuels) and Canopy Fuels.

Fuel assessments were conducted within the reserve making a visual assessment of each of these four structural layers based on the guidelines produced by Hines, *et al*, (2010). A copy of the template used is included in Appendix C. The four structural assessments were then totalled to provide a total fire fuel load for each of the sites.

Twenty five sites were assessed in the reserve and fire fuel loads were determined at each location.

Fire fuel loads were found to be very high, confirming the extreme fire risk to the reserve and the neighbouring houses.

Fire fuel loads varied between 10 to 30 + tonnes per hectare. The mean fuel levels of the sites are shown in Map 7. The areas along the western boundary that adjoin the residential area are among the highest in the reserve. Ideally, the Department of Fire and Emergency Services and the Department of Parks and Wildlife recommend fuel loads of around 8 tonnes per hectare as being an appropriate target for bushland areas. At this fuel level, fire intensity is reduced to a point where suppression effort is possible and likely to succeed in all but the worst of bushfire danger days. Note that is the fine fuels that provide the bulk of the fire height and rate of spread, however there are numerous logs and thicker branches, particularly in this western section, that can increase intensity and burning time. Ideally this coarse fuel should be removed prior to any fuel reduction burns, or if this cannot occur, they should be constantly monitored during any fire to try to prevent ignition.

Biological diversity benefits from bushland areas having a diversity of habitat areas, which can be obtained by introducing planned fuel reduction burns, in small, manageable areas over a suitable length of time to allow plants to mature and set seeds before the next round of prescribed burns.

A full botanic survey of the reserve has not been conducted and as such a comprehensive list of species within the reserve does not exist. Ideally, the frequency

of a prescribed burn should be determined by knowing the life cycle of the most fire sensitive species within the area, and then planning at least two or more life cycles of that species between burns. This ensures continuity of that species as it has time to germinate, grow to maturity and then set seed, and another generation cycle before any fire impact. For example, one fire sensitive species, *Banksia attenuata* takes approximately 4 years before a seed will grow and reach a stage where it will flower and set seed (Burrows, *et al*, 2008). Therefore a frequency of no less than 8 years will ensure the species continues to exist in the reserve.

Fuel accumulation rates (the amount of fire fuels that naturally accumulate from leaves, branches etc.) for eucalyptus forest/woodland in the south west of Western Australia has been calculated at approximately 0.75-1.0 tonnes per hectare. Therefore a 10 year cycle between burning events, will result in a fuel load of 7-10 tonnes per hectare accumulating. This also accommodates the requirements of *Banksia attenuata*.

For this management plan, burning zones have been determined by breaking up the area into 12 cells based on the existing track network and/or the vegetation of the area (Map 8). By utilising a progressive prescription of fuel reduction burns at 10 yearly intervals, within each cell, the floristic values of the reserve should not change and the bushfire hazard for the neighbouring residents should not exceed 8 tonnes per hectare. This is the assumption used in determining the appropriate fuel reduction burning cycle in Section 8 Management Actions.

Care is needed in Fire Cell 11 as it is located over areas of Peat Soils, which have the capacity to burn underground and maintain fire for considerable time. Burning in this Cell should be conducted prudently and at a time when the underlying soil is wet. Liaison and discussion on the timing of any burning in this cell will be required between the City of Busselton and the local Fire Services, after details site investigations.

Access for bushfire suppression is available using some of the existing tracks, however this should be formalised to enable all weather access. This can be conducted without soil disturbance and hence meet the requirements of the aboriginal community.



It would be recommended that the track on the western section be surfaced with limestone to allow for a rapid attack with a Light Tanker Fire Appliance. Limestone will also minimise the risk of the spread of dieback with the reserve.

This will require the existing track to be maintained to a width of at least 3m and a height of at least 3m. This can be carried out with only minor pruning of the existing vegetation and will not require any removal of any of the native species present.

Full details of the fire services available for the reserve, i.e., water standpipes, hydrant booster, access tracks and gates are shown in Map 9.

The traditional Nyungar representatives have requested that during any burning events, that the burial sites and the scar tree site be buffered from fire for 5 m from their location. This is shown in Map 2 and Map 9 for fire service information.

## **7.2 Introduced Plants**

The natural process of plant dispersal is usually slow and selective. Human induced plant dispersal can occur as rapidly as human transport systems operate. There are about 10,000 named species of flowering plants described in Western Australia and 90% of them are natives. The other 10% (~1,000) have been introduced to the State (Hussey, *et al*, 1997).

Some high priority weeds that are, or may become, a problem to agriculture or the environment can be formally "declared" under the *Agriculture and Related Resources Protection Act 1996*. When it is declared, a plant is placed in one or more categories according to the control strategies considered appropriate. Landowners with declared plants on their property are obliged to control them at their own expense.

Environmental weeds are plants that establish themselves in natural ecosystems and proceed to modify natural process, usually adversely, resulting in the decline of the communities they invade. They usually have no legal standing.

Impacts of environmental weeds on ecosystem function include:

- Resource competition;
- Prevention of seedling recruitment;
- Alterations to geomorphological processes;
- Alterations to the hydrological cycle;
- Changes to the soil nutrient status;
- Alterations to fire regimes;
- Changes to the abundance of indigenous fauna; and
- Genetic changes.

(CALM, 1999).

The impacts weeds have can vary between weed species. The Environmental Weed Strategy for Western Australia (CALM, 1999) ranks the potential effects of weed species based on three criteria:

- Invasiveness: the ability of the species to invade bushland in good or excellent condition;
- Distribution: the current or potential distribution of the species including consideration of known history of spread distribution elsewhere in the world; and
- Environmental impacts: the ability of the species to change the structure, composition and function of ecosystems.

This results in each Environmental Weed species have a rating of High, Moderate, Mild or Low. This management plan uses this approach to rank and prioritise weeds for control.

Environmental weeds require management to ensure the long term survival of the natural ecosystem. The management and control of environmental weeds should be seen in the context of the restoration of the environments they invade (CALM, 1999).

Environments undergoing disturbances often provide opportunities for weed species to establish and grow. Most weeds are spread by human activities, although a few invade by themselves through the dispersal of seed by wind. The main sources include the dumping of garden refuse, via machinery (car tyres, graders, tractors) or through human movement through tracks etc.

The principle mechanisms for weeds establishing in an area include:

- Elevated nutrient levels (either run-off or fertiliser drift);
- Physical disturbances to the soil;
- Increased soil moisture from shading or reduced water infiltration; and
- Increased light at the margins of vegetation.

#### **Underlying Weed Control Principles**

The major goals of controlling weeds within bushland areas are to allow the bush to regenerate and maintain and enhance its conservation values. The Bradley method of bush regeneration is one method that suits many situations as it does not involve replanting and allows native plants to re-establish themselves (Bradley 1971, Bradley, 1988, Buchanan, 1989). This approach involves the systematic removal of weeds to allow native plants to re-establish. While the approaches used in this strategy are based upon the Bradley method, we also utilise the appropriate and prudent use of herbicides to control weeds in certain circumstances (e.g. when the density of weeds is too high, or the physical removal is likely to enhance spread), which is not one of the original tenants of the approach. That being said, the underlying principles of the Bradley method are still advocated in our approach. These are listed below.

- *Always work from areas of native plants in good condition, and then move outwards towards more weed infested areas.*

Starting in areas of good condition provides an opportunity for these areas to remain in good condition and because the density of weeds is less, the feasibility of removing weeds from these areas and restoring ecological functions to the patch is higher. Starting by removing weeds scattered though otherwise weed-free bush prevents the deterioration of these areas.

- *Make minimal disturbance.*

Most weeds need disturbance and sunlight for successful regeneration. By minimising the disturbance to the site, the chances of another suite of weed species replacing the one removed is reduced. Any soil that is disturbed should be returned in its original layers to ensure that any native seed stored in the soil will be able to germinate. This also applies to the natural mulch layers in a work area. After weeding, it is recommended that mulch from the surrounding area be added to any gaps that result, to minimise weed regeneration and enhance natural regeneration.



- *Let native plant regeneration dictate the rate of weed removal.*

Weeds need to be removed at a rate that allows for natural regeneration to occur; this is especially the case in areas where revegetation is not occurring. If a large area of weeds is removed at one time, the likelihood of another type of weed replacing the one removed is increased. If a small area is weeded at a time, native regeneration can occur at its own rate.

### Weed Survey

The Site was traversed by foot in January and February 2015, and weeds were identified and mapped.

Weeds identified during the process were recorded using Trimble Juno T41 Handheld Computer and ArcPad 8.1 ®.

Introduced Acacia species were dominant in the western section of the reserve and grass weeds were the dominant introduced species in the northern and eastern section of the reserve. Note that at this time of late summer, bulbous weeds such as Arum Lilies were not easily observable. Subsequent visits to the reserve during May 2015 reveal a much higher population/occurrence of Arum Lilies than found in the formal survey.

The major weeds found are listed in Table 4. The property ranking within this table is based on the ranking of the draft WA Environmental Weed Strategy.

**Table 4: Weeds from the survey and their priority.**

Common Name	Species Name	Priority Ranking
Acacia spp	<i>Various Garden escapees</i>	Low - Moderate
Annual Grasses (mostly Kikuyu)	<i>Mixed species</i>	Moderate
Arum Lily	<i>Zantedeschia aethiopica</i>	High
Bridal Creeper	<i>Asparagus asparagoides</i>	High
Flinders Range Wattle	<i>Acacia Iteaphylla</i>	Moderate
Nightshade	<i>Solanum spp.</i>	Moderate
Sydney Wattle	<i>Acacia longifolia</i>	Moderate

Table 5 provides estimates of the abundance of the weeds found. The locations are shown in Map 10. Where clumps of the same species were located and individual plants could not be determined, the area of the clump was recorded.

Species	Number/Area	Notes
<b>Acacia spp</b>		Undeterminable garden escapees
<b>Annual Grasses</b>		
Main Area	15,411 m2	Main area of uncontrolled grasses (Map 10)
	4,671m2	Semi controlled area in the North west section – possible revegetation site.
	3,872m2	Controlled (mown) area used for recreation in north east section.
<b>Arum Lily</b>	11	Will be much higher with late winter survey
<b>Bridal Creeper</b>	12	
<b>Flinders Range Wattle</b>	89 Plants & 373 m2 of clumped plants	
<b>Nightshade</b>	2	
<b>Sydney Wattle</b>	83 plants & 840 m2 of clumped plants	

The drainage area on the western boundary is also dominated by weed species. Appendix D outlines a summary of weed control techniques based on recommendations by the Australian Association of Bush Regenerators.

Acacia is a fire responder species and these mature plants will need to be removed prior to any fuel reduction burning activities. Post burning treatment will also need to occur to reduce their reoccurrence as the density of these species will have produced an extensive seed store which will be retained on the ground and will germinate after any fire. More information is included in Section 8 Management Actions.

### 7.3 Feral & Pest Animals

Non-native animals such as rabbits, foxes and feral cats, become pests in bushland areas and have a detrimental effect on the local fauna and flora. They prey on

native animals, compete for food and shelter and cause damage to native plants by grazing, trampling and digging. Control methods for feral animals include shooting, poisoning and exclusion fencing. There are numerous regulations covering the use of firearms and the use of poisons is controlled under the Health Act and the Agriculture and Related Resources Protection Act. The main feral and pest animals within the reserve are rabbits, foxes and cats (both feral and uncontrolled domestic cats), though some feral bee hives were observed. These are shown in Map 10.

#### **7.4 Dieback Disease**

Dieback is a plant disease caused by an introduced, soil borne water mould of the genus, *Phytophthora*. There are a number of different species present in the south west, however the most common and destructive is *Phytophthora cinnamomi* (Department of Conservation and Land Management, 2004). This organism lives in soil and plant roots and is spread by water or the movement of infected soil and roots. This commonly occurs by human activities such as road making, extracting soil or gravel, vehicles or boots carrying infected soil or planting infected seedlings. It can also be transmitted by direct water flow and by animals moving infected soil or roots (Bailey, 1995; Smith, 2003; Department of Conservation and Land Management, 2004). The pathogen may spread slowly (about 1-2 m/year) by moving within and between plant roots, more rapidly by dispersal of its spores through sub-surface or over surface water flow or most quickly of all through the agency of animals or humans (Hill et al., 1994). Spore production reaches a maximum in spring in moist soils and if these soils are transported on feet, vehicles or machinery conditions favour the development of new centres of infection (Shearer and Tippet, 1989).

A review of current methods of managing the problems caused by *P. cinnamomi*, concluded that eradication of the pathogen was not feasible at either local or regional scale (Podger, 1999). Therefore, management is the only viable strategy.

Two key management strategies are presently recommended; constraining the spread of the pathogen; and reducing its impact where it is present (Environment Australia, 2001).

To constrain the spread, it is first vital to know the areas of infection and the areas clear of infection. Secondly, strategies are needed to keep the pathogen from the uninfected areas. These can include quarantine (this is not likely to be effective or

acceptable for the reserve) and hygiene (including clean down areas, signage, track and firebreak programmes and fire response strategies (access, water sources, etc.). This will have considerable difficulties considering the open access of the reserve for activities such as walking etc.

One effective treatment has been found for controlling the pathogen in infected areas which involves the use of the chemical, phosphite. The chemical has been shown to be effective in inducing resistance when sprayed or injected at low dosages, appears to have a low toxicity for mammals, breaks down rapidly in soil and can be applied as a low-volume aerosol by hand or low flying aircraft (Environment Australia, 2001). It is however, expensive, labour intensive, requires skilled operators and can produce toxic effects if used at levels above the tolerances of plant species (Environment Australia, 2001).

No dieback surveys were conducted during the development of this management plan. There are numerous healthy areas of Banksia species, which would indicate that some areas of the Reserve are not impacted by phytophthora as yet. However, future management should consider that the reserve does have dieback within it and care is needed, particularly in wet conditions, to minimise movement of machinery through the reserve.

## **8 Management Actions**

### **8.1 Introduction**

The following management actions have been developed based on the results of the field investigation, consultations, literature reviews and the overall purpose and objectives for the reserve as mentioned in Section 2 above.

### **8.2 Guiding Principles**

A number of principles are used to guide the management actions that follow.

1. That any soil disturbance is minimised to reduce any impact on the aboriginal heritage and cultural values of the reserve. Should any action require a small level of soil disturbance, monitoring by a representative of the Nyungar traditional owners will be recommended.



2. The values of the biological and ecological assets in the reserve are to be retained and enhanced by the actions of the plan.
3. The bushfire fuel reduction measures prescribed, are to be conducted in acknowledgement of principles 1 and 2 above.

### 8.3 Management Actions

The following management actions are designed to address the issues and threats to the natural, social and cultural values of the reserve.

Drainage Management		Priority
<b>D1</b>	Remove the vegetation from the existing drainage system minimising soil disturbance by: <ul style="list-style-type: none"><li>• Cut existing vegetation as close as possible to ground level with secateurs or chain saw, as appropriate;</li><li>• Apply appropriate herbicide to kill plant, using bioactive formulas of herbicides where possible.</li><li>• Monitor bi annually and treat any regrowth as required.</li></ul>	High
Weed Management		
<b>W1</b>	Remove Acacia weed species: <ul style="list-style-type: none"><li>• Chain saw plants at ground level</li><li>• Paint cut stump immediately after cutting with Triclopyr 240 g/L/Picloram 120g/L herbicide at the approved off label rate.</li><li>• Remove woody material from the site to reduce fire fuel loads and potential seed loads.</li><li>• After any fuel reduction burn as outlined below in Management Action F2, monitoring and removal of any new germinants will need to occur for at least 3 years after any fuel reduction or wild fire.</li></ul>	High
<b>W2</b>	Establish barrier between main Grass weed area in the north (Map 10) and the bushland areas to reduce weed invasion into the bushland. <ul style="list-style-type: none"><li>• A slashed area is to be established to keep a manageable area within the kikuyu/mixed grassland area to minimise grass spread into bushland areas.</li></ul>	Medium

	<ul style="list-style-type: none"> <li>If resources become available, this barrier area could be overlaid with limestone to formalise the boundary and facilitate additional walk/recreation trails.</li> </ul>	
<b>W3</b>	Maintain the grassland area in the north west section as a mown area for recreation activities.	Low
<b>W4</b>	<p>Establish the northern semi controlled area as a site for revegetation activities.</p> <ul style="list-style-type: none"> <li>In stages and as resources become available, utilise this section as a revegetation site to restore the ecological and natural values of the section (this was agreed to by the Nyungar traditional owners as part of the consultation process).</li> </ul>	Medium
<b>W5</b>	Treat the Arum lilies and other weeds utilise the most recent recommended treatment methods prescribed by the Department of Agriculture.	High
<b>Fire Management</b>		
<b>F1</b>	<p>Remove the solid or heavy fuels (e.g. logs) by excavator or physical removal.</p> <ul style="list-style-type: none"> <li>Emphasis should be given to those areas on the western edge (Fire Cell 1 through to Fire Cell 5)</li> </ul>	High
<b>F2</b>	<p>Implement a fuel reduction burn programme for the reserve based on 8-10 year burning cycles.</p> <ul style="list-style-type: none"> <li>Cells 1-5 being implemented in the winter/spring of 2015 to reduce the fire risk to the adjoining urban areas for the summer of 2015/2016. The cells have been designed to be small due to the high fuel levels within them. The boundaries of most are delineated by the existing tracks, with the exception of Cells 3 and 4, which can be separated by the use of a fire retardant foam fire break, if required. The number of cells treated in any one burn event will be dependent upon brigade resources and weather and will require liaison and negotiation between the City of Busselton and the Dunsborough Brigades.</li> <li>Note care is needed for any burning in Fire Cell 11 due to the peaty nature of the soil. Any burning must be conducted in winter when the soils are wet and only after site investigations and discussions between the City of Busselton and the Dunsborough Fire Services.</li> <li>Traditional owners have requested that any burning activity does not impact on the two burial sites in Fire Cell 11 and the Scar Tree in Fire Cell 5. Prior to any fuel reduction burn in these cells, physical removal of fine fuels and grass layers should be</li> </ul>	<p>High</p> <p>Medium</p> <p>High</p>



	<p>conducted around the burial sites and scar tree and fire excluded from a 5 m buffer around the actual sites themselves. The use of foams can be used, however physical slashing of the fine fuels should be sufficient to prevent the site from impact.</p> <ul style="list-style-type: none"> <li>• Other cells to be targeted with a rotational basis over the 2016-2018 autumn/winter/spring depending upon resources.</li> <li>• Records of burning practices (time, season, resources used and results) should be maintained by the City of Busselton and used to determine and amend future burning activities based on a minimum of 8 years between burns to minimise risk to flora.</li> </ul>	<p>Medium</p> <p>Medium</p>
<b>F3</b>	<p>Formalise two main access tracks for fire suppression activities.</p> <ul style="list-style-type: none"> <li>• Establish a limestone 3 metre wide track along the current western walk trail (Shown as Track 1 on Map 9). There should be a vertical clearance of 4 m above the track. The track should be located to minimise the removal of any native species, apart from selective pruning to allow vertical clearance.</li> <li>• Establish a 5 metre wide limestone track along the current central track (Shown as Track 2 on Map 9). There should be a vertical clearance of 5 m above the track. The track should be located to minimise the removal of any native species, apart from selective pruning to allow vertical clearance.</li> </ul>	High
<b>F4</b>	<p>Four Barrier gates need to be installed to restrict public vehicle access to the newly installed tracks. These need to be a minimum of 3.6m wide and installed on steel bollards. These are shown as Gates A, B, C and D on Map 9. The location is designed to minimise visual impact on the reserve and outside known cultural sites but restrict general vehicle access. The Dunsborough Volunteer Fire and Rescue and Bushfire Brigades will require copies of any keys used to lock these gates. Note a current gate existing on the southern boundary (shown as Gate E on Map 9).</p>	Medium
<b>F5</b>	<p>A 20 m defendable space, clear of overhanging vegetation needs to establish around the Community Centre. This will reduce the fire risk to the centre and allow fire suppression activities to defend the centre during a bushfire event.</p>	Medium
<b>F6</b>	<p>Map 9, which shows the access points, water points, hydrant booster and tracks, should be provided to the Dunsborough Bushfire Brigade and the Dunsborough Volunteer Fire and Rescue Brigade for their reference.</p>	Medium
<b>Revegetation</b>		
<b>R1</b>	<p>The area of semi managed grassland in the north of the reserve</p>	Medium

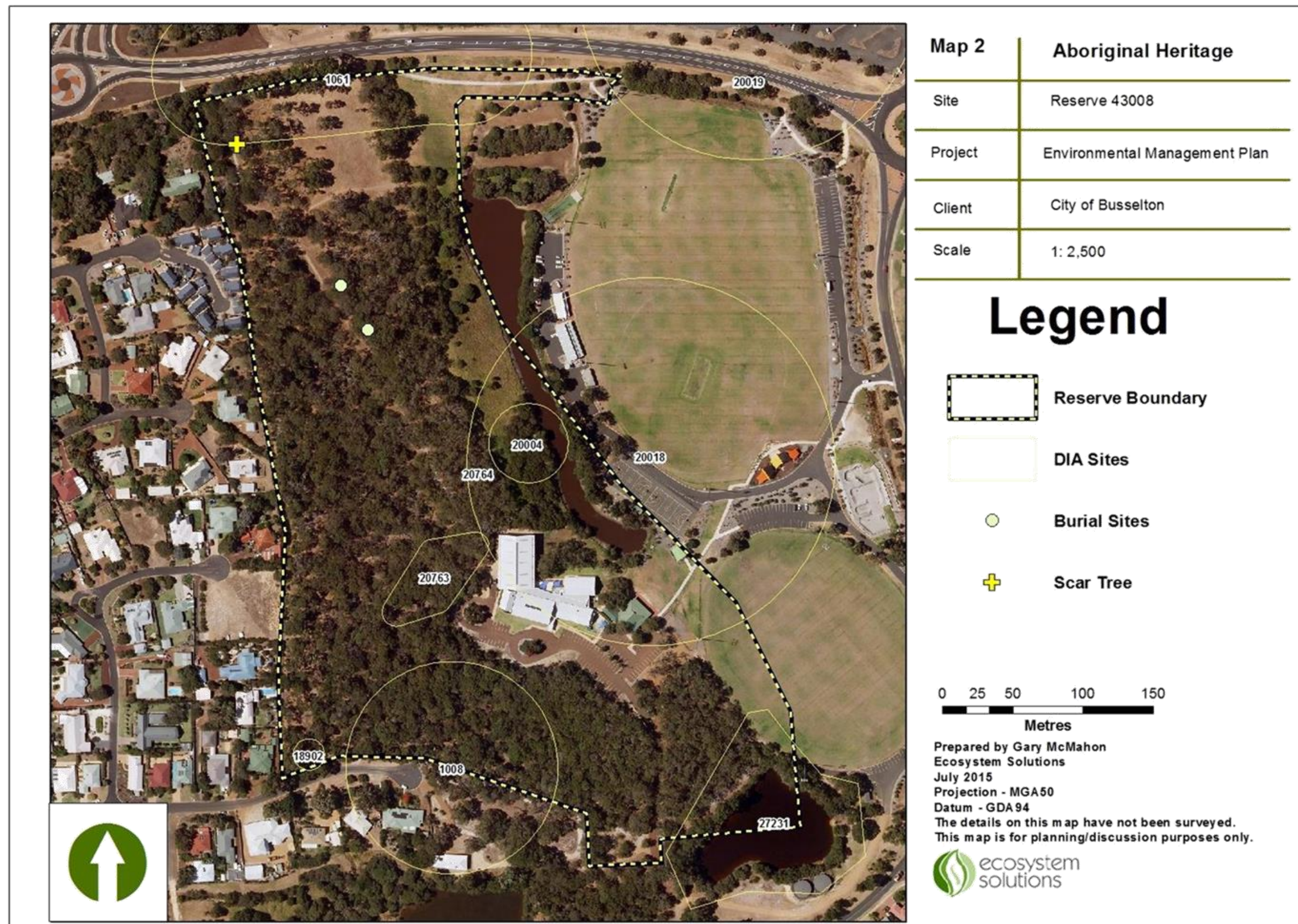
	(shown as Reveg Area on Map 9) should be used and managed as a site for revegetation activities. This revegetation should occur as funding opportunities arise and utilise local native species, with the goal of restoring the natural vegetation and ecological function of the area over time, as resources become available.	
<b>R2</b>	The areas where the woody acacia weeds are removed should be revegetated with local native species as soon as possible after the weed removal. This will inhibit the regrowth of the acacias and assist with the restoration of the native values of the site.	Medium
<b>Signage and Interpretation</b>		
<b>S1</b>	Appropriate interpretive signage of the flora and fauna values of the reserve should be developed and installed, as resources become available. They should be designed to educate local community users of the site on the plants and animals and their relative biodiversity values of the site. Note that the local Nyungar traditional owners do not wish to have signage of the indigenous cultural values of the site within the reserve.	Low
<b>Ground Disturbance</b>		
<b>G1</b>	Approval, with conditions, has been given under Section 18 of the Aboriginal Heritage Act 1972 for works contained within this plan that involve ground disturbance. Any persons undertaking ground disturbing works must comply with the conditions contained in the approval letter from the Minister for Aboriginal Affairs (Appendix E).	
<b>Monitoring &amp; Review</b>		
<b>M1</b>	A register of management actions for the reserve should be developed and maintained to enable a throughout review of the activities conducted. Details of the specific action, the responsible person/group, the results and an analysis of those results should be conducted at a regular intervals. This will enable further refinement on the management actions with respect to specific treatments and/or timings of these actions.	Medium



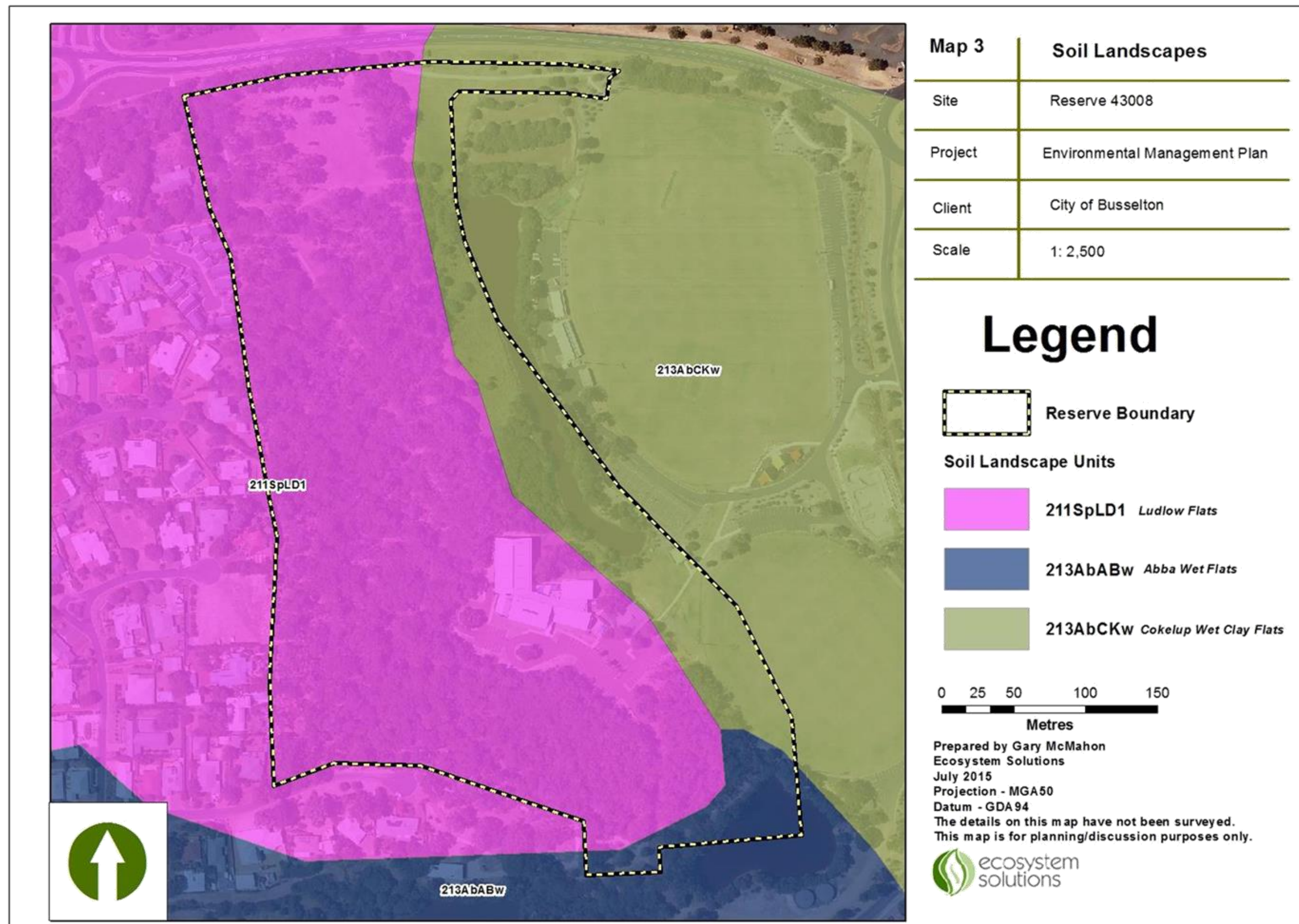
## 9 Maps







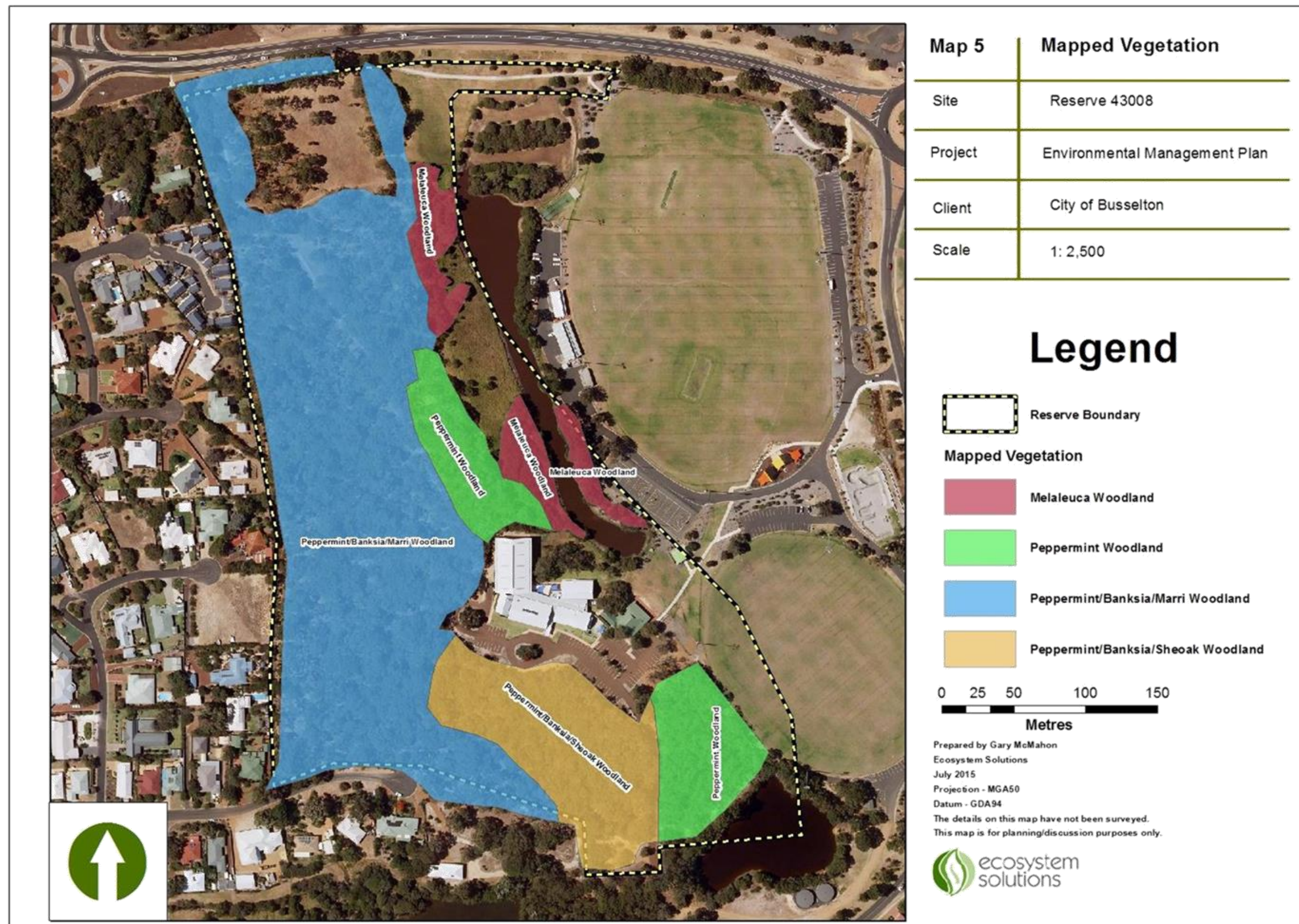




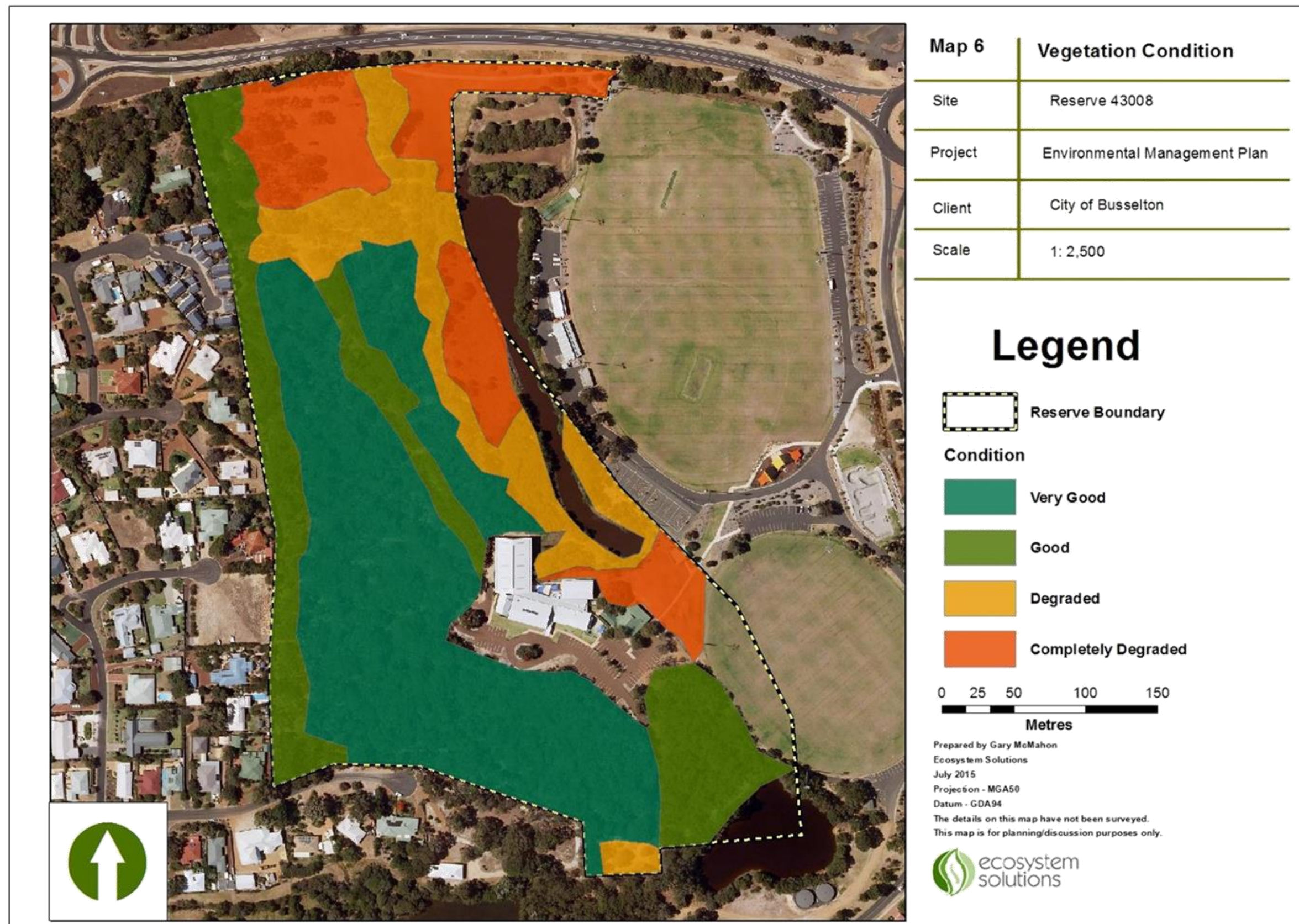




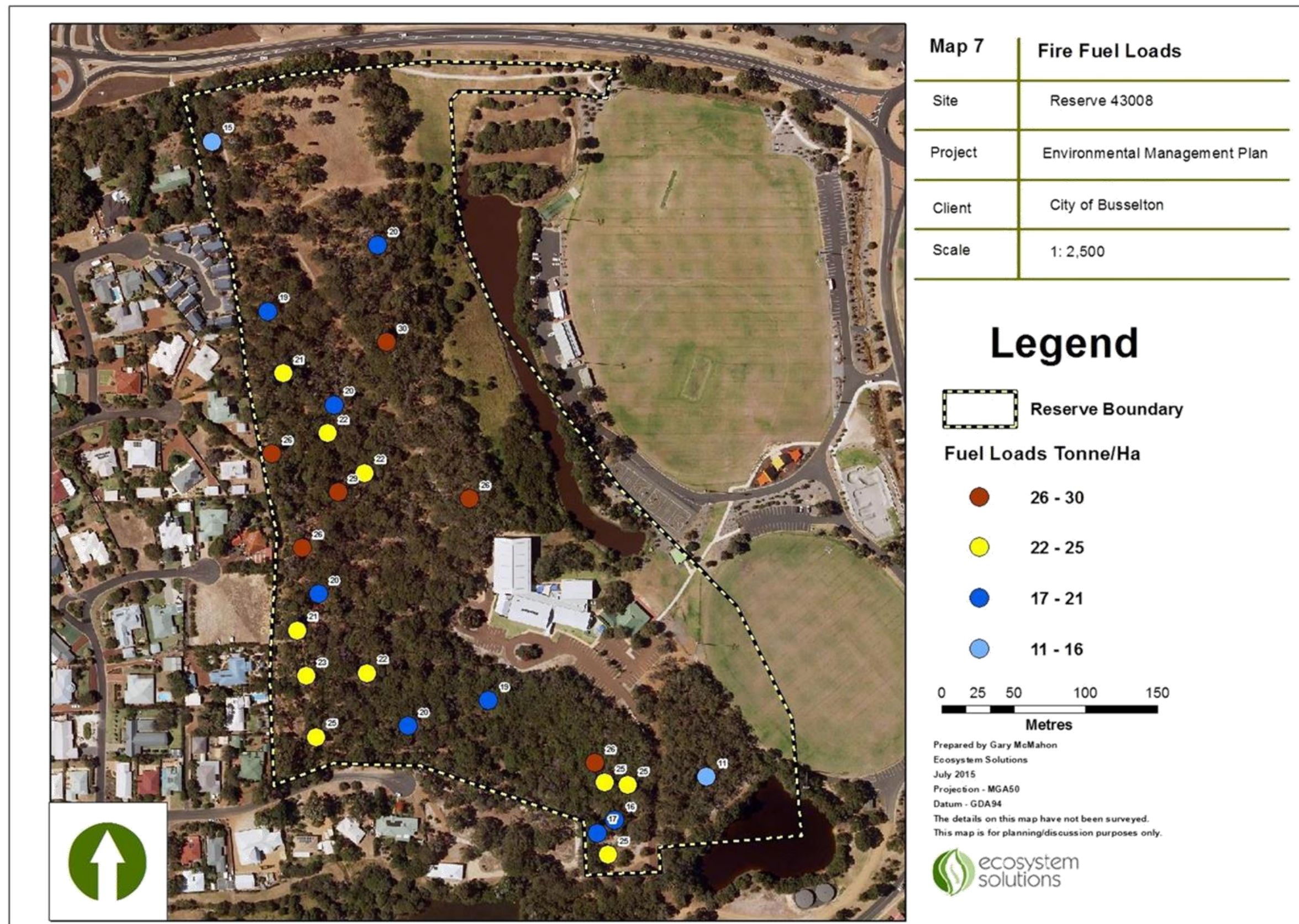




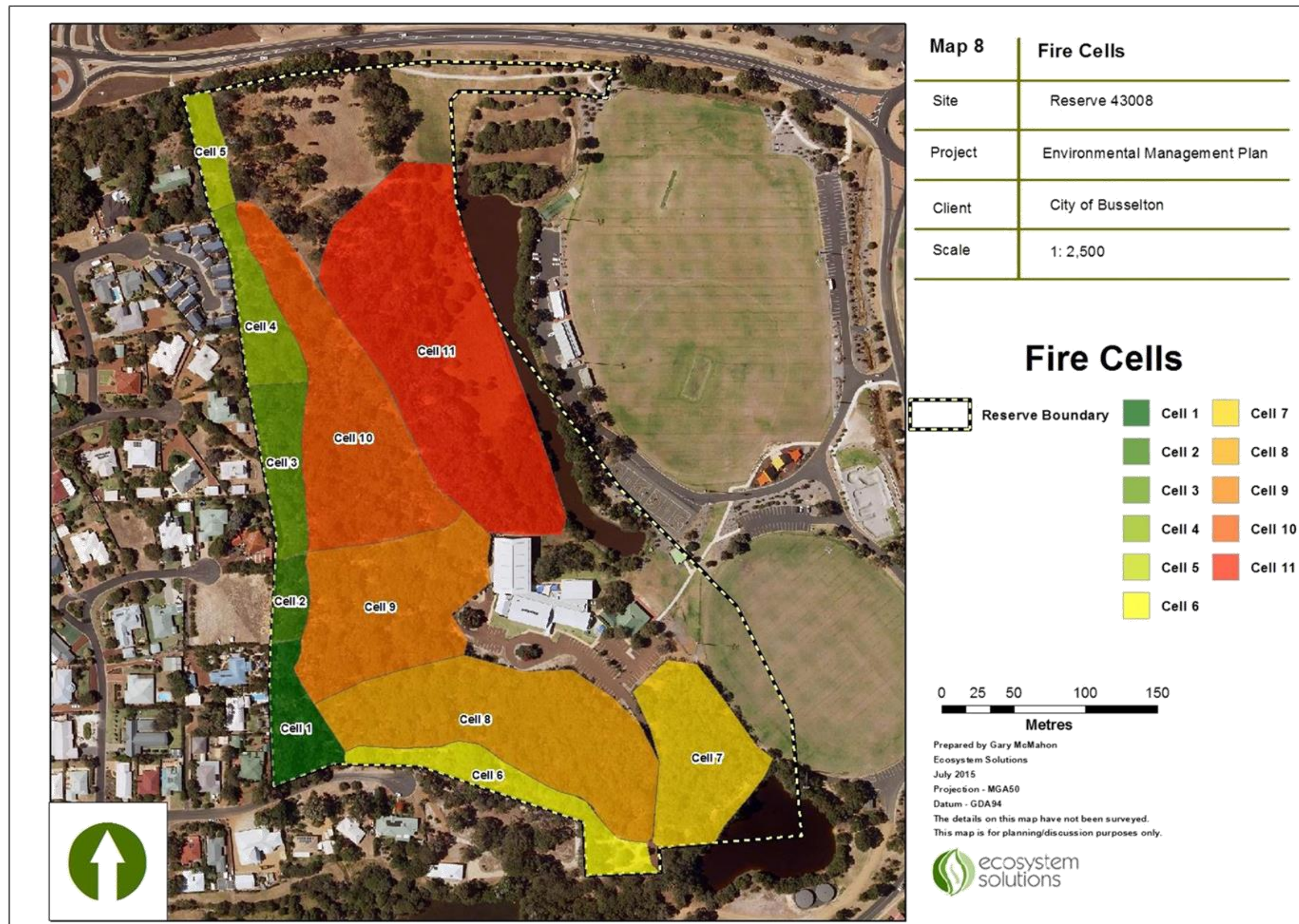




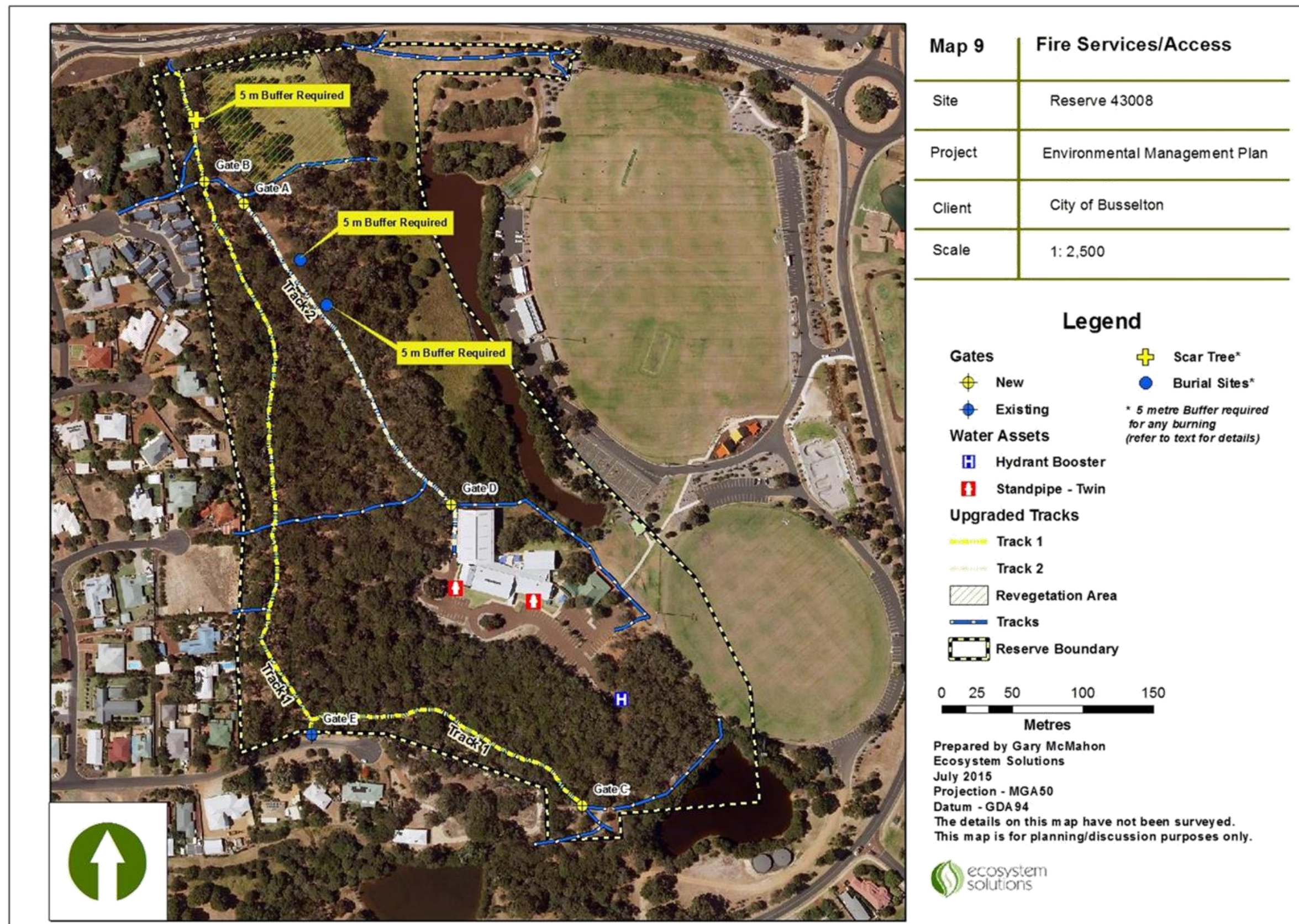




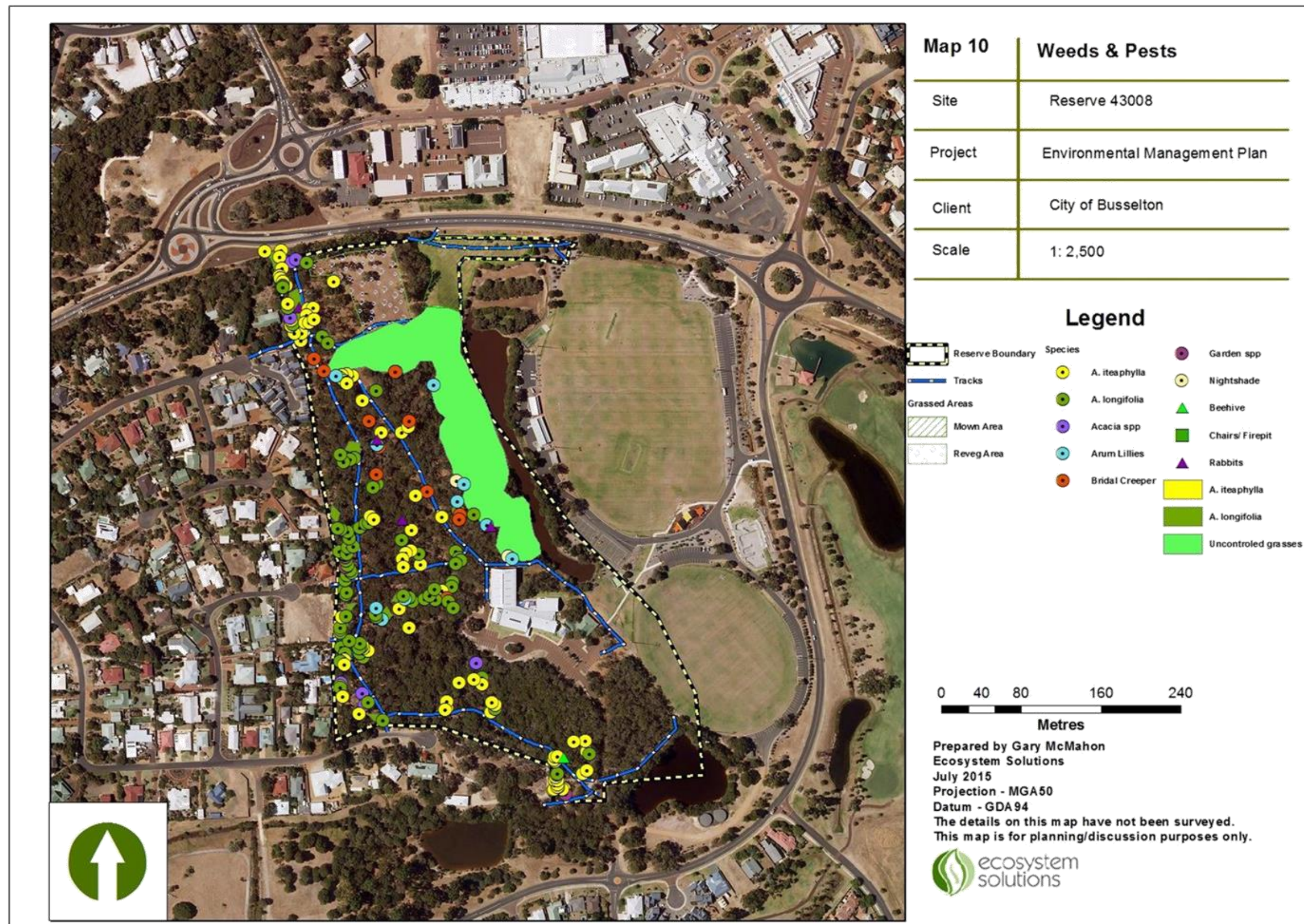














## 10 References

- Brad Goode and Associates (2015). Report of an Aboriginal Heritage Survey of a Fire Management Plan for Reserve 43008 and other project proposed within the town of Dunsborough, Western Australia. Unpublished Consultants Report prepared by Ms L Huxtable for the City of Busselton.
- Bradley J. (1971). *Bush Regeneration*. Mosman Parklands and Ashton Park Association, Sydney.
- Bradley J. (1988) *Bringing Back the Bush: the Bradley method of bush regeneration*. Landsdowne Press. Sydney.
- Brown, K, and Brooks, K. (2002). *Bushland Weeds: A practical guide to their management*. Environmental Weeds Action Network.
- Buchanan RA. (1989) *Bush Regeneration – Recovering Australian Landscapes*. TAFE Student Learning Publications, NSW
- Burrows, N.D., Wardell-Johnson, G, and Ward, B. (2008). Post Fire juvenile period of plants in south west Australia Forests and implications for Fire Management. *Journal of the Royal Society of Western Australia*. **91**. Pp 163-174.
- CALM (1999). *Environmental Weed Strategy for Western Australia*. Department of Conservation and Land Management.
- Dieback Working Group (2005). *Managing Phytophthora Dieback in Bushland: A Guide for Landholders and Community Conservation Groups*. W. W. F. F. Nature. Perth, Western Australia.
- Department of Conservation and Land Management (2004). Best practice guidelines for the management of *Phytophthora cinnamomi* - Public Consultation Draft. Department of Conservation and Land Management.
- Environment Australia (2001). Threat Abatement Plan for Dieback caused by the root-rot fungus *Phytophthora cinnamomi*. Canberra, Commonwealth of Australia.
- Foreman, R. T. T. (1995). *Land Mosaics: The Ecology Of Landscapes and Regions*. Cambridge, Cambridge University Press.
- Gibson, N., B. Keighery, G. Keighery, A. Burbidge and M. Lyons (1994). A Floristic survey of the southern Swan Coastal Plain. Unpublished Report for the Australian Heritage Commission, Department of Conservation and Land Management and the Conservation Council of Western Australia (Inc.).
- Gill, A. M. (1975). "Fire and the Australian Flora: A review." *Australian Forestry* 38: 4-25.
- Greening Western Australia (1995). *Managing Perth's Bushlands*. Eds: Scheltema, M & Harris, J. Greening Western Australia.
- Grumbine, R. E. (1994). "What is Ecosystem Management?" *Conservation Biology* 8(1): 27-38.
- Hanski, I. and D. Simberloff (1997). *The Metapopulation Approach: Its History, Conceptual Domain and Application to Conservation*. *Metapopulation Biology: Ecology, Genetics and Evolutions*. I. Hanski, A. and M. E. Gilpin. New York, Academic Press.

- Havel J.J. and Mattiske E.M. (2000). *Vegetation mapping of south west forest region of Western Australia. Part 6, maps (MAP)*. Department of Conservation and Land Management, 7 maps.
- Hedde EM, Loneragan OW and Havel JJ 1980 Vegetation of the Darling System. IN: DCE 1980 Atlas of Natural Resources, Darling System, Western Australia. Department of Conservation and Environment, Perth, Western Australia.
- Hill, T. C. J., J. T. Tippet and B. L. Shearer (1994). "Invasion of Bassendean Dune Banksia woodland by *Phytophthora cinnamomi*." *Australian Journal of Botany* 42: 725-738.
- Hines, F., Tolhurst, KG, Wilson, AAG, and McCarthy GJ. (2010). Overall Fuel Hazard Assessment Guide. 4<sup>th</sup> Edition July Department of Sustainability and Environment. Victoria Australia.
- Hussey, B. M. J. and A. Baxter (2006). The Use of Fire in Small Remnants. Wildlife Notes. L. f. Wildlife., Department of Conservation and Land Management.
- Hussey, B. M. J. and K. Wallace, J. (1993). Managing your Bushland. Como, Western Australia, Department of Conservation and Land Management.
- Hussey, B.M.J., Keighery, G.J., Cousens, R.D., Dodd, J., & Lloyd, S.G. (1997). *Western Weeds: A guide to the weeds of Western Australia*. Plant Protection Society of WA Inc.
- Keighery, B. J. (1994). Bushland Plant Survey: A Guide To Plant Community Survey for the Community. Perth, Western Australia., Wildflower Society of WA (Inc).
- Kelly, LT, Bennett, AF, Clarke, MF, and McCarthy, MA (2014). Optimal fire histories for Biodiversity Conservation. *Conservation Biology* 29, No. 2 . 473-481.
- Lindenmayer, D. and M. Burgman (2005). *Practical Conservation Biology*. Collingwood, Victoria, CSIRO Publishing.
- Molloy, S., O'Connor, T, Wood, J. & Walrodt, S (2007). Addendum for the South West Biodiversity Project Area. Western Australian Local Government Association. West Perth Western Australia.
- Smith, F.G. (1973). *Vegetation Survey of Western Australia, 1:250,000 series. Busselton & Augusta*. Western Australian Department of Agriculture, Perth, WA.
- Sneeuwjagt, R. J. and G. B. Peet (1998). Forest Fire Behaviour Tables for Western Australia, Department of Conservation and Land Management.
- Southwest Aboriginal Land and Sea Council (undated) "Noongar history and culture." Fact Sheet, DOI:
- State of the Environment Report (2001). Biodiversity. Commonwealth of Australia. Canberra.
- Tille, P. J. and N. C. Lantzke (1990). Busselton - Margaret River - Augusta. Land Capability Study. Land Resources Series No 14. Perth, Agriculture WA.
- Whelan, R. J. (1995). *The Ecology of Fire*. Cambridge, Cambridge University Press.

## 11 Appendices

### APPENDIX A: Revele Data sheet example.

STRUCTURAL VEGETATION, FLORA – Relevé		SITE_ID:	
Date:	GPS:	Structural comm. type	
Recorder:	Photo no. + direction:		
Location:			

Condition: Pristine   Excellent   Very Good   Good   Degraded			
Aspect: N   NE   E   SE   S   SW   W   NW		Slope: Flat   Gentle   Mod   Steep	
Geology: Gran   Lat   Lime   Other		Rock: 0   <2   2-10   10-20   20-50   >50	
Soil Colour: Grey   Dark Brown   Light Brown Orange/Brown   Red/Brown   White   Yellow		Soil Type: C   CL   CLS   CS   L   LS S   SCL   SL   SP   ZCL   ZL   ZS	
Litter (% cover & depth):		Bare Ground (% cover):	
Hydrology: Good drain   Poor drain Wet all year   Seas wet   winter/spring		Topographic position: Upland   Wetland   Rock Outcrop Drainage Depression   Creekline   Riparian Bank   Gully Plain   Slope Lower   Slope Middle   Slope Upper   Valley   Flat	

Layer	Height (m)	Cover	Plant Species (Dominant 3 first)
Tree (T2)	10-30		
Tree (T3)	< 10		
Mallee (M1)	> 8		
Mallee (M2)	< 8		
Shrub (S1)	> 2		
Shrub (S2)	1-2		
Shrub (S3)	0-1		
Sedge/Rush (VR)			
Herb (H)			
Grass (G)			
Other (climbers) (C)			

Cover Codes: D >70%   M 30-70%   S 10-30%   V 2-10%   VV <2%   E <5% Emergent   \* = Introduced

Surrounding plants:



**Appendix B: Keighery Vegetation Condition Scale. (after Keighery 1994)**

Category	Description
<b>Pristine</b>	Pristine or nearly so, no obvious signs of destruction.
<b>Excellent</b>	Vegetation structure intact, disturbance affecting individual species and weeds are non-aggressive species. For example damage to trees caused by fire, the presence of non-aggressive weeds and occasional vehicle track.
<b>Very Good</b>	Vegetation structure altered, No obvious signs of disturbance. For example disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and grazing.
<b>Good</b>	Vegetation structure significantly altered by very obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate to it. For example disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback and grazing.
<b>Degraded</b>	Basic vegetation structure severely impacted by disturbance. Scope for regeneration, but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and grazing.
<b>Completely Degraded</b>	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as "parkland cleared" with the flora composing weed or crop species with isolated native trees or shrubs.

## Appendix C: Fire Fuel Data Collection Sheet (from Hines et al, 2010).

Fuel Hazard Assessment Data Sheet																								
Date:					Collector:										Reserve Name:									
Site Information					Site no. 1					Site no. 2					Site no. 3									
Location Description:																								
Road/ Track Name:																								
Year of last known fire																								
Slope °																								
Aspect																								
ID No.																								
Vegetation Association (dominant overstorey species)																								
Vegetation Association (dominant understorey species)																								
Photo reference																								
Zone																								
Easting (GDA94 MGA UTM)																								
Northing (GDA94 MGA UTM)																								
Surface fuel layer (Assess over a 10m radius)																								
Litter bed depth measurements (mm)																								
Average Litter Depth (mm)						mm					mm					mm								
Surface Litter % Cover						%					%					%								
Surface Fuel Hazard	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Near-surface fuel layer (Assess over a 10m radius)																								
Near-surface % Cover						%					%					%								
Near-surface % Dead						%					%					%								
NS Average Height (cm)						cm					cm					cm								
Near-Surface Fuel Hazard:	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Adjusted Surface and Near-surface Fuel Hazard (Refer to table in the Overall Fuel Hazard Guide)																								
Adjusted Surface Hazard	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Elevated fuel layer (Assess over a 10m radius)																								
Elevated % Cover						%					%					%								
Elevated % Dead						%					%					%								
Elevated Fuel Ave Height (m)						m					m					m								
Elevated Fuel Hazard:	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Bark fuel (Assess over a 10m radius)																								
Stringybark Fuel Hazard	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Gum Bark Fuel Hazard	L	M	H	VH		L	M	H	VH		L	M	H	VH		L	M	H	VH					
Platy/ Subfibrous Bark Fuel Hazard	L	M	H	VH		L	M	H	VH		L	M	H	VH		L	M	H	VH					
Bark Fuel Hazard:	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
(Only use the Stringybark hazard rating if more than 10% of the trees are Stringybark AND it has the highest rating. Otherwise use the bark with next highest rating.)																								
Overall Fuel Hazard calculation (Refer to table in the Overall Fuel Hazard Guide)																								
Overall Fuel Hazard	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E	L	M	H	VH	E				
Comments? Are the plots representative of the average fuels across the sampling location?																							Yes	No

## **Appendix D: Weed Control Approaches.**

### **1- Weeds with Underground Reproductive Structures Removal Techniques:**

#### **Hand Removal of Plants with a Taproot**

- Remove and bag seeds or fruits;
- Push a narrow trowel or knife into the ground beside the tap root, carefully loosen the soil and repeat this step around the taproot;
- Grasp the stem at ground level, rock plant backwards and forwards and gently pull removing the plant; and
- Tap the roots to dislodge soil, replace disturbed soil and pat down.

#### **Crowning**

- Remove and bag stems with seed or fruit;
- Grasp the leaves or stems together so the base of the plant is visible;
- Insert the knife or lever at an angle close to the crown;
- Cut through all the roots around the crown; and
- Remove and bag the crown.

#### **Herbicide Treatment – Stem Swiping**

- Remove any seed or fruit and bag; and
- Using an herbicide applicator, swipe the stems/leaves.

#### **Considerations:**

- Further digging may be required for plants with more than one tuber;
- Some bulbs may have small bulbils attached or present in the soil around them which need to be removed;
- It may be quicker and more effective to dig out the weed;
- Protect native plants and seedlings; and
- For bulb and corm species the most effective time to apply herbicide is after flowering and before fruit is set.

Exotic vegetation should be removed and stockpiled in a clear area away from adjoining bushland. This stockpile should be removed from the site at a convenient time. As part of the regular maintenance of the restored area any re-growth of the exotic plant species should be removed and disposed of appropriately.

### **2- Small Hand-Pullable Plants Removal Techniques:**

#### **Hand Removal**

- Remove any seeds or fruits and carefully place into a bag;
- Grasp stem at ground level, rock plant backwards and forwards to loosen roots and pull out; and
- Tap the roots to dislodge any soil, replace disturbed soil and pat down.

#### **Considerations:**

- Leave weeds so roots are not in contact with the soil, e.g. hang in a tree, remove from site or leave on a rock.

### 3- Woody Weeds Removal Techniques:

#### **Cut and Paint (Woody weeds to 10 cm basal diameter)**

- Make a horizontal cut close to the ground using secateurs, loppers or a bush saw; and
- Immediately apply herbicide to the exposed flat stump surface.

#### **Considerations:**

- Cuts should be horizontal to prevent herbicide from running off the stump, sharp angle cuts are hazardous;
- Herbicide must be applied immediately before the plant cells close (within 30 seconds) and translocation of herbicide ceases;
- If plants resprout cut and paint the shoots after sufficient re-growth has occurred; and
- Stem scraping can be more effective on some woody weeds.

#### **Stem Injection**

- At the base of the tree drill holes at a 45 degree angle into the sapwood;
- Fill each hole with herbicide immediately; and
- Repeat the process at 5 cm intervals around the tree.

#### **Frilling or Chipping**

- At the base of the tree make a cut into the sapwood with a chisel or axe;
- Fill each cut with herbicide immediately; and
- Repeat the process at 5 cm intervals around the tree.

#### **Considerations:**

- Plants should be actively growing and in good health;
- Deciduous plants should be treated in spring and autumn when leaves are fully formed;
- For multi-stemmed plants, inject or chip below the lowest branch or treat each stem individually; and
- Herbicides must be injected immediately before plant cells close (within 30 seconds) and translocation of herbicide ceases.

### 4- Vines and Scramblers Removal Techniques:

#### **Hand Removal**

- Take hold of one runner and pull towards yourself;
- Check points of resistance where fibrous roots grow from the nodes;
- Cut roots with a knife or dig out with a trowel and continue to follow the runner;
- The major root systems need to be removed manually or scrape/cut and painted with herbicide; and
- Any reproductive parts need to be bagged.



### **Stem Scraping**

- Scrape 15 to 30 cm of the stem with a knife to reach the layer below the bark/outer layer; and
- Immediately apply herbicide along the length of the scrape.

#### *Considerations:*

- A maximum of half the stem diameter should be scraped. Do not ringbark;
- Larger stems should have two scrapes opposite each other; and
- Vines can be left hanging in trees after treatment.

## **5-Grass Weed Removal Techniques**

### **Hand Removal**

- Remove any seeds or fruits and carefully place into a bag;
- Grasp stem at ground level, rock plant backwards and forwards to loosen roots and pull out; and
- Tap the roots to dislodge any soil, replace disturbed soil and pat down.

#### **Considerations:**

- Remove weeds from location to prevent re-infestation

### **Spot Spraying.**

- Use a small hand sprayer or backpack
- Adjust the nozzle to a single stream spray
- Spray appropriate herbicide onto the target plant.

#### *Considerations*

- Avoid spraying non-target species
- Shield neighbouring non-target species with a bucket or other protection.
- Special shields can be used to protect non-target species and to ensure that stream of herbicide from sprayer does not drift onto non-target species.

### **Blanket Spraying**

- Use backpack sprayer or machinery based equipment
- Used in areas of dense weeds with no native vegetation or when using a selective herbicide (e.g. Fusilade ®)

#### **Considerations**

- If any native species present, make sure they are not affected by the selective herbicide.



### Suggested Weed Control Methods

Species	Priority	Control Methods	Timing	Control Notes*
<b>Annual Pasture Grasses</b>	Moderate	Hand weeding, Herbicide wiping, Spot spraying, Blanket spraying	Aug-Oct	Spray at 3-5 leaf stage with Fusillade 10 ml/10L (500ml/ha) + wetting agent; repeat over following 2 years.
<b>Arum Lily</b> <i>(Zantedeschia aethiopica)</i>	High	Hand weeding, Herbicide wiping, Spot spraying	April-Nov	Difficult to dig out in most sites.  Spot spray metsulfuron methyl or chlorosulfuron 0.4g/15L + wetting agent (Pulse). Higher concentrations in one litre hand held sprayer applying a single squirt to leaves avoids off target damage. Best results when plants are 8-12cm high. Respray 2 months later to get missed growth.  Glyphosate 1:100 in June to Oct – Several applications may be needed. Use bioactive glyphosate in wet areas to avoid animal impacts.  Try to spray before flowering to stop seed set.
<b>Bridal Creeper</b> <i>(Asparagus asparagoides)</i>	High	Herbicide wiping, spot spraying, release of fungus is a possibility.	Aug - Sept	Spray glyphosate 1% with wetting agent OR metsulfuron methyl 0.04g/10L + wetting agent.  Best results occur with treatment during flowering.  A rust fungus (Puccinia spp) can infest the plant, this can be transferred between plant by moving affected leaved (they had a yellow spot on them) or from insects (leaf hopper (Zygina sp). The spreading of the rust form infected plants can be an effective and cheap way of controlling the plant.
<b>Woody Acacias</b>	Moderate	Hand pull small plants, Herbicide	Anytime, but ideally autumn for chemical control	Basal Bark treatment with a picloram/triclopyr mix in autumn, can also try an injection with a 50% glyphosate mix or cut and paint with herbicide  Cut and paint with "Vigilant" gel, a picloram/aminopyralid product (comes with an applicator)
<b>Nightshade</b> <i>(Solanum spp.)</i>	Moderate	Hand Weed	Before seed production	Hand weed small infestations. Shade reduces seed production so revegetation or promote regeneration of site is recommended.

**APPENDIX E – Approval letter from the Minister for Aboriginal Affairs**



**Hon Peter Collier MLC**  
**Minister for Education; Aboriginal Affairs; Electoral Affairs**  
**Leader of the Government in the Legislative Council**

Our Ref: 34-64519

Mr Will Oldfield  
Senior Environment Officer  
City of Busselton  
Locked Bag 1  
BUSSELTON WA 6280

City of Busselton	Letter No.	Reference No.	City of Busselton
	0000		
	0570 000		

Dear Mr Oldfield

I refer to your Notice (the Notice) pursuant to the *Aboriginal Heritage Act 1972* (AHA), section 18(2), dated 7 October 2015, submitted by the City of Busselton (the Applicant) on behalf of the State of Western Australia (the Landowner).

I am informed that your intended use of the land the subject of the Notice will impact upon two Aboriginal sites within the meaning of section 5 of the AHA. These sites are DAA 20763 (Koopins Grave) and DAA 20764 (Caves Road Campsite).

I am pleased to inform you that, pursuant to section 18(3) of the AHA, I have granted consent subject to conditions. The form of consent is enclosed.

I take this opportunity to acknowledge and support agreements reached with those consulted as specified in the Notice.

I also draw your attention to the additional information attached, which is provided for your assistance.

If you have any queries in relation to this matter, please contact Mr Matthew Franklin, Site Assessment Officer, Department of Aboriginal Affairs, on (08) 6551 8000.

Kind regards

Hon Peter Collier MLC  
**MINISTER FOR ABORIGINAL AFFAIRS**  
02 FEB 2016  
Enc.

Level 10, Dumas House, 2 Havelock Street, West Perth Western Australia 6005  
Telephone: +61 8 6552 6300 Facsimile: +61 8 6552 6301 Email: Minister.Collier@dpc.wa.gov.au

**ABORIGINAL HERITAGE ACT 1972**

**CONSENT PURSUANT TO SECTION 18(3)**

**CONSENT GRANTED TO:** City of Busselton  
**IN RESPECT OF:** Lot 4979 on Deposited Plan P19038 (Reserve 43008), Certificate of Title Volume LR3103, Folio 341 (21 Dunsborough Lakes Drive, Dunsborough) - Reserve 43008 Fire and Environmental Management Plan  
**REFERENCE:** 34-64519  
**ABORIGINAL SITES TO BE IMPACTED** DAA 20763 (Koopins Grave) and DAA 20764 (Caves Road Campsite)

**CONDITIONS OF CONSENT**

That the consent holder:

1. Provides a written report to the Registrar of Aboriginal Sites within 60 days of the completion of the Purpose, advising whether and to what extent the Purpose has impacted on all or any Sites located on the Land. The final report should include a detailed description of:
  - a. what extent the Purpose has impacted any Aboriginal Site on the Land;
  - b. where any Aboriginal Site has been impacted, whether such Site has been partially or wholly impacted by the Purpose, and the level, effect and type of any such impact – preferably by the provision of photographs taken before and after the impact;
  - c. where any Aboriginal Site has been subject to archaeological or cultural salvage, when and how such salvage took place, who was present at the salvage and where the material was re-located, the results of the salvage and any subsequent analysis conducted; and
  - d. the results and findings of any monitoring of ground disturbing works associated with the Purpose.
2. In accordance with section 15 of the *Aboriginal Heritage Act 1972*, upon discovery of skeletal remains suspected to be of Aboriginal origin, or any material suspected to be skeletal remains of Aboriginal origin (Remains), the Landowner must:
  - a. ensure that the remains stay in situ undisturbed, and take all the necessary and reasonable proactive steps to protect the Remains;
  - b. report the discovery to the Western Australia Police and the Registrar of Aboriginal Sites (the Registrar); and
  - c. comply with directions from the Registrar regarding the removal (if required) and/or management of the Remains, and report to the Registrar the whereabouts of the Remains, including compliance with the Registrar's directions.

## SECTION 18 CONSENTS

### ADDITIONAL INFORMATION

The following information is provided for the guidance of the consent holder and does not constitute conditions of consent.

#### 1. Right of Review of Decision

Where a consent holder is aggrieved by a decision of the Minister made under section 18(3) of the *Aboriginal Heritage Act 1972* (AHA), including the conditions to which the consent is subject, application may be made to the State Administrative Tribunal for a review. The Tribunal's website is [www.sat.justice.wa.gov.au](http://www.sat.justice.wa.gov.au).

#### 2. Consent is Non-Transferable

Consent may be relied upon only by the named consent holder in respect of the named land. Any successor in title must give its own notice under the AHA.

#### 3. Traditional Knowledge Holder

Agreements reached with Traditional Owners and knowledge holders entered into on behalf of the consent holders are acknowledged and supported.

#### 4. Conditions of Consent

- The Department of Aboriginal Affairs carries out routine audits on compliance with the conditions of consent.
- Failure to comply with the conditions of consent may constitute an offence under section 55 of the AHA.
- It is recommended that the consent holder informs all employees and others engaged in the development of their obligations under the AHA, especially with regard to skeletal material.
- Reports to the Registrar of Aboriginal Sites (the Registrar) should use the Section 18 Report Back template which can be downloaded from the Department of Aboriginal Affairs' website at <http://www.daa.wa.gov.au/heritage/land-use/section-18/>.
- The Registrar welcomes any additional information about Aboriginal sites within the meaning of section 5 of the AHA, or objects within the meaning of section 6 of the AHA.

#### 5. Legislation

The AHA, the *Aboriginal Heritage Regulations 1974* and the *State Administrative Tribunal Act 2004* may be viewed and downloaded from the State Law Publisher website at [www.slp.wa.gov.au](http://www.slp.wa.gov.au).





**SUMMARY OF SUBMISSIONS**  
**PROPOSAL: Application Environmental Management Plan for Reserve 43008**  
**SUBMISSIONS CLOSE: 28<sup>th</sup> October 2015**  
**OFFICER: Will Oldfield**

App. No	Submitter	Nature of Submission	Comment
1.	Individual representative of Naturaliste Sporting Clubs (not currently operational)	<p>While we have no major objection to the Draft EMP, it notes the mainly cleared and identified “completely degraded” area in the northern portion of the Reserve is partially designated ‘re-vegetation area’. Given the need to consider fire risk as part of the EMP and that this area is already predominantly cleared, it seems a little contradictory to revegetate the area and increase fuel loading in this location.</p> <p>Alternatively, the Clubs believe this area could be better utilised for either <b>heritage purposes (e.g. Aboriginal Heritage Centre), recreation and/or consideration as a potential pedestrian link to the Town Centre in the future.</b> Its strategic location next to Caves Road and cleared ground offers many potential cultural and social land use opportunities, including ability to facilitate connectivity between the playing fields, the Naturaliste Community Centre and the town in the future.</p> <p>Notwithstanding the above suggestion, the NSC completely acknowledges and understands the heritage value and significance associated with the Reserve. Accordingly there is no suggestion that such land use activities on the site should involve significant ground disturbance or building construction. The Clubs merely consider the site provides great opportunity for Dunsborough from a social and heritage perspective looking forward and would not wish to see such opportunities compromised by constraining the site through re-vegetation measures prematurely. In light of the above comments we trust the City will reconsider this component of the draft EMP. We would be pleased to discuss some of the ideas and opportunities we believe should be further explored as part of a separate land use plan for the Reserve.</p>	<p>The proposal to revegetate the degraded area at the northern end (1 hectare, 12% of existing area of vegetation) within the reserve will not significantly add to the fire risk when taken in context with the other fire management recommendations</p> <p>During the development of the plan the City undertook formal consultation with the local Aboriginal representatives. Interpretation of the Aboriginal significance of the reserve was not supported by the representatives as they felt interpretive information signage, for example, would become a target for vandalism. The concept of a Cultural Centre was not raised during the consultation. This is a good suggestion, however the constraint of no ground disturbance within buffer areas of artefact sites in the reserve means that future development would be significantly constrained and therefore it is considered that revegetation is the most suitable use of this area.</p> <p>The Native Title Settlement is likely to generate opportunities for the SW claimants to determine their needs and locations for cultural interpretation/centre.</p> <p>The plan does discuss pedestrian access/links to town. There is also scope for additional links to be made around fire cells which already indicate places where there are already natural breaks within the vegetation on the reserve.</p>
2.	<ul style="list-style-type: none"> <li>■ Individual - Resident Naturaliste Ridge since year 1984</li> <li>■ Past President Naturaliste Community &amp; Cultural Centre Ctee (Inc.)</li> <li>■ Secretary Naturaliste Care Services (Inc.)</li> <li>■ Board Member CapeCare Aged Service</li> </ul>	<p>1. Reserve 43008 was cited as an extreme fire risk (refer attached map) some years ago and still is, as attempts over the years by the Shire (City of Busselton) to reduce fire loads has been difficult due to aboriginal cultural issues on the reserve.</p> <p>2. Management actions - the Plan also includes on p.32 under revegetation “the area of semi managed grassland in the north of the reserve (reveg area on map 9) should be managed as a site for revegetation activities. This revegetation should occur as funding opportunities arise and utilise local native species with the goal of restoring the natural vegetation and ecological function of the area over</p>	<p>Noted. It is these issues that have led to development of the Management Plan and consultation with local Aboriginal Representatives to satisfy the legislative requirements.</p> <p>The subject areas proposed for revegetation currently consist of annual weeds. Revegetation is consistent with the principle - Section 8.2 ‘to retain and enhance the biological and ecological assets of the reserve’ and will also improve the amenity of the reserve. The bushland in the reserve has very high WRP habitat value.</p>

App. No	Submitter	Nature of Submission	Comment
		<p>time, as resources become available”.</p> <p>3. What the plan does not clearly state is that this “semi managed grassland in the north of the reserve” has already been allocated by the City of Busselton Environmental Officer for the planting of 700 mature peppie trees and understorey in lieu of the offset area for the development of an aged care facility on portion of the drainage area between Gifford Road and Naturaliste Terrace (Armstrong Reserve).</p> <p>4. Background to the offset area: As Council would be aware, for the past ten years we – members of the community in conjunction with the Shire (City of Busselton) have been negotiating the development of aged care facilities and services in Dunsborough. Following a meeting in March 2004 with the then Shire President Troy Buswell, Member for Forrest Geoff Prosser, John Reid, Chair of Capecare and Joy Smith, OAM and Linda Nixon from Naturaliste Care Services Dunsborough, the then degraded drainage area between Naturaliste Tce and Gifford Road (Armstrong Reserve area) was identified by the Shire as a suitable site for an aged care facility as it was close to CBD services and facilities. Many environmental studies later, the area was transferred by the State Government to aged care in perpetuity. Part of such transfer was a reduction in the development footprint and offset tree planting in another area. The “offset tree planting area” has been advised by the City of Busselton Environmental Officer as the mown grassed area near Caves Road in Reserve 43008. (refer attached map).</p> <p>5. Issues - the planting of 700 mature trees and understorey in an appropriate area is not the issue, and it is noted that “offset tree planting areas” for other Dunsborough organisations have been allocated in various areas of the City of Busselton (of which Dunsborough is part) - E.g. Vasse area.</p> <p>The issues are :</p> <p>(a) allocation of an offset tree planting area in a “draft” environmental management plan” that has not yet been approved by Council – but advising Capecare that such is the designated approved area for their offset for Armstrong Reserve, and</p> <p>(b) adding “fuel to fire” by the concept of dense “environmental” planting of 700 mature peppie trees plus understorey in an already designated “extreme fire risk area” and the risk such will pose in the future. The addition of an increased “fuel load to an already extreme</p>	<p>Noted. The means by which revegetation will occur are not significant. The intent of the plan is to indicate areas that would be appropriate for revegetation to occur.</p> <p>A review of all reserves in the Dunsborough area, to determine an appropriate location for the planting of an Environmental Offsets has been undertaken. Reserve 43008 is the most appropriate location for such an offset, however it must be approved within the context of the management plan before it can be ‘allocated’ for that purpose.</p> <p>The revegetation area consists of an area of annual weeds where Peppermint woodland species wood be planted and an area of perennial grass (currently mown) where Peppermint trees would be planted to create a parkland.</p> <p>Peppermint woodland typically does not generate high fuel loads, compared to Jarrah-Marri woodlands or wetland vegetation types, and, the fuel load will be managed through ongoing fuel reduction burning of the woodland area and mowing/pruning of the parkland area.</p> <p>The intent, or otherwise, of the City to revegetate areas of the reserve will be directed by recommendations of the plan, which are under consideration by Council through the adoption process for the management plan.</p> <p>Vegetation offsets are determined by the Federal Department of Environment. They require vegetation offsets for WRP habitat to be; in close proximity to the vegetation that is to be removed; like for like in habitat value and in secure tenure.</p> <p>The City has advised Capecare that use of reserve 43008 for the planting of the revegetation offset is subject to the outcomes of the Management Plan for Reserve 43008.</p> <p>All bushland areas above 1 hectare are assessed as ‘extreme fire risk areas’ on the Bushfire risk mapping, however the mapping does not take into account measures that may be undertaken to reduce the bushfire risk</p>

App. No	Submitter	Nature of Submission	Comment
		<p>fire risk zone”, harbours a huge risk to adjoining landowners and the Naturaliste Ridge area as a whole, and one wonders who will bear the litigation costs should fire occur in that area - the City of Busselton or the innocent tree planters?</p> <p>6. Fire Control - over the past 30 years many of the residents residing on the Naturaliste Ridge area have – and continue to be – members of the Dunsborough Volunteer Bushfire Brigade. These “volunteers” have already been back-burning along Caves Road to create a “buffer zone” along the Naturaliste Ridge area/National Park areas. Additionally our local BRAG (Bushfire Read Action Groups) are meeting to ensure that residents who reside on the Ridge area – and absentee landowners/visitors are educated on fire control, maintenance of their properties and what to do if a fire occurs.</p> <p>Such activities would appear a waste of time and effort if the City of Busselton wishes to have as a goal in this Draft Management Plan “restoring the natural vegetation and ecological function of the area over time” - through the planting of hundreds (if not thousands) of mature trees and understorey in a designated high fire risk area.</p> <p>We are all extremely conscious of the potential that strong easterly wind and embers from any fire in reserve 43008 will create a severe risk to Windlemere, the Naturaliste Community Centre, the CBD area and the whole Naturaliste ridge area. It was just sheer luck that a recent fire lit by illegal campers in Reserve 43008 was able to be extinguished quickly by our local fire brigades. Had there been a strong easterly wind, embers and smoke from that fire would have created a potential risk along Caves Road, the Ridge area and the National Park towards Yallingup.</p> <p>And - anyone who viewed the electrical pole fire on Caves Road near Fisherman’s Hut Restaurant (now La Casina) some ten years ago; a fire which ultimately burnt out the bushland towards Eagle Bay but at one stage crossed Caves Road to the Ridge area – would be very conscious of how a high fuel load, strong winds and a dense tree canopy can escalate into a raging fire front, requiring water bombers and many volunteer and support services man hours to extinguish. And - experiences from Gracetown also add to potential fire concern.</p> <p>I urge Council to carefully review this “Draft Environmental Management Plan”. Whilst it may be an environmentalists “goal to restore the natural vegetation and ecological function of the area over</p>	<p>such as are proposed under this management plan. The measures proposed under the plan will result in acceptable fuel loads across the reserve, including the proposed revegetation areas.</p> <p>The City has played an important role in increasing community awareness of bushfire behaviour and community group activity through the Bush Fire Ready Action Groups and Volunteer Bush Fire Brigades. This activity is important as is the management of fire risk in bushland reserves managed by the City.</p> <p>During development of the Management Plan the risks were assessed and various recommendations made to mitigate them. The Plan recommends how the fire risks can be mitigated and environmental values protected. The Management Plan for Reserve 43008 is proposing a balance between fire risk to the community as well as positive environmental and cultural outcomes.</p> <p>The proposal to revegetate an area of 1 hectare (12% of existing) within the reserve will not significantly add to the fire risk when taken in context with the other fire management recommendations.</p> <p>The City has to balance many priorities. The City has invested time and resources into the fire emergency infrastructure and volunteer brigades, so that it can respond to fire emergencies such as the incident raised.</p> <p>Fire risk and Conservation of a threatened species are addressed by the plan. The City sought the services of a professional with both fire fighting</p>

App. No	Submitter	Nature of Submission	Comment
		<p>time", such goal is not obtainable unless people – us the community and ratepayers of the City of Busselton – and the many visitors who now frequent the area – are removed.</p> <p>Yes – reduce the high fuel load on Reserve 43008, install fire buffer zones and pathways - being ever conscious of the cultural history of the area – but PLEASE DO NOT INCREASE THE FUEL LOAD by dense planting of trees and understorey.</p> <p>Roger Underwood's article of year 2010 makes for interesting reading today, especially in view of the El Nino that reportedly by the Bureau of Meteorology, could be catastrophic in the south west this summer.</p>	<p>and environmental expertise to prepare the plan. The plan presents a way forward to manage both the fire risk and the environmental objectives for the reserve. Removal of people will not be necessary as the recommendations proposed bring the fire risks of the reserve to acceptable levels.</p> <p>The proposal to revegetate an area within the reserve will not significantly add to the fire risk when taken in context with the other fire management recommendations.</p> <p>It is difficult to plan for changing climatic conditions but this is why the planning for Bushfire guidelines exist. They provide guidance on how to manage the issue of bushfire adjacent to residential areas. The City also has to take into account the fact that the development adjacent to the reserve occurred prior to the more stringent bushfire planning rules, which led to some of the development being closer to bushland than would be allowed in today's current regulatory and planning framework. Through the management plan, the City is taking appropriate steps to manage the fire risk to adjacent residential areas.</p>
3.	Individual	<p>1. A good clear summary at the start of this document (2 pages of A4) would have been appreciated as a means of making this document easily accessible to local residents, many of whom have little time to read a lengthy document. An outline of what was being done and when for example.</p> <p>2. The document says that the materials used to treat the invasive plants "should" be environmentally friendly. Is this actually the case?</p> <p>3. There is reference to providing signage about the flora, could you expand on what this would look like? Will there be signage about the cultural relevance of the reserve and has this been endorsed by the Nyungar representatives?</p> <p>4. Since the plans provide a fire escape route for Windlemere Drive, will access to Windlemere Drive via Greenfield Rd now be closed off?</p> <p>5. What is the timescale for works?</p>	<p>Noted. Section 1, 2 and 8 contain an introduction and recommendations of the plan (6 pages) plus the maps in the appendices give a quick impression of what the plan is about.</p> <p>The City will use the most effective method while ensuring there is no off target damage to other native plants in the reserve. E.g. mechanical removal is most effective for woody weeds and removes the fuel load also.</p> <p>The type of signage will be determined at a later date. The signage could be low key, E.g. small plaque size 150mm x 100mm on a plinth. Cultural values of the site were discussed with the Noongar representatives and they were not in favour of Cultural Heritage interpretation.</p> <p>The plan does not provide an alternative fire escape route for Windlemere residents. Greenfield road is an essential part of the fire access/egress for Windlemere residents.</p> <p>The City will commence implementation of the plan as soon as practical. Fuel reduction work has commenced. Prescribed burning and other works will commence in the appropriate season and when all approvals have</p>

App. No	Submitter	Nature of Submission	Comment
		6. How will the reserve be maintained beyond this plan?	<p>been received.</p> <p>The plan provides for ongoing management of the reserve. Weed control, fuel reduction burning etc are ongoing management actions which will be implemented on an ongoing basis.</p>
4	Individual	<p>1. It would be beneficial for safety reasons to inform the Windlemere community (via newspaper or letterbox drop) on planned management actions, there are many children who travel through and use the reserve daily.</p> <p>2. Signage at the entry points to the reserve during times of management action would also be appreciated, again for safety reasons.</p> <p>3. Many people exercise their dogs in the reserve, would it be possible to install poo bag stations at the entry points of the reserve?</p> <p>4. The amount of rubbish/litter in the reserve is concerning, I believe that bins strategically placed could help with this issue.</p>	<p>Noted. Prescribed burning of the reserve will be advertised well in advance.</p> <p>Signage is the current operational practice in public use areas</p> <p>The provision of poo bags is an issue that is being dealt with separately as part of a wider review of provision of poo bags in public open spaces. The findings of the review will be considered by Council at a later date.</p> <p>If bins were to be put in the reserve they need to be in areas accessible to rubbish trucks. The only practical place for Rubbish bin pick up is the NCC, which already has a bin.</p>
5	Individual	<p>Fauna section (6.4) errors.</p> <p>1: Table 3 heading (Endangered or Threatened Fauna found within 5 km radius of Reserve) should be changed as it is incorrect and also makes use of conflicting terminology. Firstly the use of terms "Endangered or Threatened" is confusing. In WA species deemed to be "threatened" are also then placed into one of three categories, these being Critically Endangered, Endangered or Vulnerable....so there is no need to say "Endangered or Threatened", as "Threatened" would suffice.</p> <p>Secondly over half of the species listed are neither "Endangered" or "Threatened" e.g. all the priority and all the migratory (Protected by international agreement) species are not "threatened" species and in fact several are quite common. The species listed would be better referred to as being of conservation significance and therefore I would suggest a more appropriate heading would be "Fauna Species of Conservation Significance previously recorded within 5 km radius of Reserve (source NatureMap Database DPaW 2015) or similar. It is important to emphasise the source as the list does not include some other species of conservation significance which are very likely to occur</p>	<p>Update status of animals listed to reflect their categories</p> <p>Change heading to 'Fauna Species of Conservation Significance previously recorded within 5 km radius of Reserve (source NatureMap Database DPaW 2015) Agree, a full fauna survey was not required as part of the management plan.</p>



App. No	Submitter	Nature of Submission	Comment
		<p>(e.g. forest red-tailed black cockatoo) but are not in the DPaW database (because no records have been submitted to them i.e. the NatureMap database is not a fully comprehensive list of species likely to be found in any one area ). A “proper” fauna review would include all likely species of conservation significance (obtained from a range of sources not just NatureMap) but realise this was probably beyond the scope of the management plan.</p> <p>2: Further to above, the second sentence in paragraph 1 which states “Of these, 13 are classified as rare, endangered or priority species” is also incorrect as it again uses “endangered” unnecessarily and also omits the migratory species (none of which are rare, endangered or priority species). I would suggest maybe “Of these, 13 are of conservation significance i.e. classified as threatened, priority or as migratory species)” or similar.</p> <p>2: Some errors in the Conservation Status column: As far as I am aware Carnaby’s Black Cockatoo is “Endangered” not “Critically Endangered”. The (southern) Brush-tailed Phascogale should be shown as “Vulnerable” not “Threatened” to be consistent with other listings.</p> <p>Also note that I carried out a western ringtail possum survey of this reserve back in April 2012 for main roads as part of the roundabout works to the north. I counted 63 dreys in the reserve during the day survey and 55 and 59 WRPs respectively during two night surveys. This is a pretty good density (over 6 wrps/ha assuming about 9.2 ha of reserve vegetated).</p>	<p>Change to ; Of these, 13 are of conservation significance i.e. classified as threatened, priority or as migratory species)” or similar.</p> <p>Correct the status of the animals. Carnaby’s – Endangered Southern Brush Tailed Phascogale – Vulnerable</p> <p>Add sentence to highlight the WRP habitat significance of the reserve. “The reserve is considered to be significant habitat for Western Ringtail Possums. A survey of the reserve in 2012 found 55 and 59 WRPs respectively during two night surveys. This is a density of over 6 WRP/hectare. (Harewood 2012)”</p>

## 11.2 MEELUP REGIONAL PARK MANAGEMENT COMMITTEE- APPOINTMENT OF MEMBERS

<b>SUBJECT INDEX:</b>	Environmental Management Plans, Impact Studies and Reports
<b>STRATEGIC OBJECTIVE:</b>	An organisation that is managed effectively and achieves positive outcomes for the community.
<b>BUSINESS UNIT:</b>	Environmental Services
<b>ACTIVITY UNIT:</b>	Meelup Regional Park
<b>REPORTING OFFICER:</b>	Meelup / Environmental Management Officer - Kay Lehman
<b>AUTHORISING OFFICER:</b>	A/Director, Planning and Development Services - Martyn Glover
<b>VOTING REQUIREMENT:</b>	Absolute Majority
<b>ATTACHMENTS:</b>	Nil

### PRÉCIS

This report recommends the appointment of two new members to fill the vacancies for the Meelup Regional Park Management Committee.

### BACKGROUND

At its ordinary meeting of 14 October 2015, and following earlier consideration and review by the Meelup Regional Park Management Committee (the Committee), a working group formed by the Council and consideration by the Council itself, the Council adopted revised governance arrangements and terms of reference for the Committee.

The revised terms of reference establish the membership of the Committee which includes six (6) community members, to be appointed by the Council. Following the re-formation of the Committee following the 2015 ordinary Council elections there were four (4) community members of the Committee immediately prior to that time with an interest in a continued involvement and these members have been reappointed by the Council.

The Committee's terms of reference set out the criteria and selection process for filling community member vacancies as follows:

1. The Mayor, Presiding Member of the Committee and Chief Executive Officer or Chief Executive Officer's nominee shall meet to discuss and agree the aims/objectives in terms of skills, background or interests, or mix of skills, background and interests, of the person(s) that it would be most appropriate and desirable to include on the Committee at that time, and the agreed direction in that regard shall be reflected in the process associated with the attraction and assessment of potential community members;
2. City Officers shall arrange to publicly advertise community member vacancies, seeking expressions-of-interest from suitable members of the community;
3. Interested members of the community shall be required to submit an expression-of-interest (1-2 pages long only) setting out what value they believe they would bring to the Committee and why they are interested in becoming a member;
4. The Mayor and the Presiding Member of the Committee shall meet again to assess the expression-of-interest that have been received, identify and agree the preferred candidates to fill one or more of the positions that are vacant at that time, (priority consideration will be given to existing members) following which City officers will present report to the Council reflecting the assessment of the Mayor and Presiding Member; and
5. If there are still vacant positions following the completion of the process set out above, the process will recommence.

Public advertising seeking expressions of interest from members of the community to fill the two (2) Committee vacancies closed on 15 January 2016.

## **STATUTORY ENVIRONMENT**

The Meelup Regional Park Management Committee is created pursuant to the *Local Government Act 1995* ('the Act'), specifically via a resolution of the Council pursuant to sections 5.8, 5.9(2)(c) and 17(1)(c) of the Act.

The membership and deputy membership of Committees of Council must be determined by the Council in accordance with Section 5.10 and 5.11A of the *Local Government Act 1995*. In this regard, an Absolute Majority decision of the Council is required to appoint a person as a member or deputy member of a Committee.

## **RELEVANT PLANS AND POLICIES**

The following is a list of key guiding documents, relevant to governance and operations of the Meelup Regional Park Management Committee:

1. Meelup Regional Park Management Order;
2. Meelup Regional Park Management Plan;
3. City of Busselton Standing Orders Local Law;
4. City of Busselton Code of Conduct;
5. City of Busselton Community Strategic Plan;
6. City of Busselton Long Term Financial Plan;
7. City of Busselton Adopted Annual Budget; and
8. City of Busselton Local Laws, Determinations and Council Policies.

## **FINANCIAL IMPLICATIONS**

NA

### **Long-term Financial Plan Implications**

NA

## **STRATEGIC COMMUNITY OBJECTIVES**

This matter is considered relevant to Key Goal Area 6- Open and collaborative leadership and Strategic Objective 6.1 – A Council that engages broadly and proactively with its community. A Council that engages with its community through Committees with specific areas of interest that assist the Council to undertake its role.

## **RISK ASSESSMENT**

An assessment of the potential implications of implementing the officer recommendation has been undertaken using the City's risk assessment framework. The assessment sought to identify 'downside' risks only rather than 'upside' risks and where the risk, following implementation of controls has been identified, is medium or greater. No such risks were identified.

## **CONSULTATION**

The Committee positions were advertised in December 2015/January 2016, in accordance with the Council adopted (resolution C1510/296) governance agreements and terms of reference, for the Meelup Regional Park Management Committee. The Mayor, Presiding Member of the Committee

and Chief Executive Officer's nominee considered the expressions of interest that were received and recommend the appointment of from Ms Tracee Pickersgill and Mr Damien Jones as members on the Meelup Regional Park Management Committee.

#### **OFFICER COMMENT**

Ms Tracee Pickersgill is a local recreation/tourism business operator with an interest in Meelup Regional Park. Mr Damien Jones has a diverse technical background in mining and marine related industry with an understanding of the pressures on the Park and the need to manage and protect the local environment while maintaining services for the community.

#### **CONCLUSION**

In order to continue the valuable contribution to the City made by the Meelup Regional Park Management Committee, it is considered that the Committee should be returned to its full capacity of members.

#### **OPTIONS**

The Council may choose to review the expressions of interests, or if required, re-advertise member positions to gauge further interest.

#### **TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

Any decision of the Council in relation to this matter would be effective immediately.

#### **OFFICER RECOMMENDATION**

#### **ABSOLUTE MAJORITY DECISION OF COUNCIL REQUIRED**

That the Council:

1. Appoints Ms Tracee Pickersgill as a member of the Meelup Regional Park Management Committee for a term of up to two years and ceasing on the day of the next ordinary Council election.
2. Appoints Mr Damien Jones as a member of the Meelup Regional Park Management Committee for a term of up to two years and ceasing on the day of the next ordinary Council election.

11.3 FURTHER CONSIDERATION OF OMNIBUS AMENDMENT NO 1. TO LOCAL PLANNING SCHEME NO. 21 - CONSIDERATION FOR FINAL APPROVAL

<b>SUBJECT INDEX:</b>	Town Planning Schemes and Amendments
<b>STRATEGIC OBJECTIVE:</b>	A City of shared, vibrant and well planned places that provide for diverse activity and strengthen our social connections.
<b>BUSINESS UNIT:</b>	Strategic Planning and Development
<b>ACTIVITY UNIT:</b>	Strategic Planning and Development
<b>REPORTING OFFICER:</b>	Manager, Strategic Planning and Development - Matthew Riordan
<b>AUTHORISING OFFICER:</b>	A/Director, Planning and Development Services - Martyn Glover
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Nil

**PRÉCIS**

At its Meeting on 10 February 2016, the Council was to consider for final approval Omnibus Amendment No. 1 to Local Planning Scheme 21 (gazetted on 21 October 2014) following extensive public consultation.

The Council resolved, however, to defer consideration of the Amendment until the Meeting of 9 March 2016, in accordance with an Alternative Recommendation put forward by Councillor Henley, viz:

*‘That the Council defers Item 10.1 for a month until the 9 March, 2016 Council meeting.’*

This was for the reason of deferring consideration of the matter until after the Special Meeting of Electors to be held on Tuesday 1 March 2016.

The Special Meeting of Electors was requested by petition from electors. While the meeting request was not compliant with the requirements of the Local Government Act, in good faith the meeting was requested by Councillors of the City of Busselton. The matter was included for Council consideration on the agenda of the meeting for 10 February, 2016 enabling the Council to either make a determination on the amendment or to defer the matter for purposes of the electors’ meeting. The Council resolved to defer the matter.

The purpose of the request submitted to the Mayor for the special meeting was stated as being:

*‘The matter for discussion is the Local Planning Scheme No 21 – Omnibus [Amendment] 1, as it appears on the City of Busselton website’.*

Since the resolution of the Council on 10 February 2016, the Chief Executive Officer and senior City officers have further discussed the matter. Despite the careful and comprehensive preparation of the Amendment over the past 18 months, and its endorsed adoption for extensive public consultation, officers consider that the matter of consideration of the amendment for final approval best requires deferment until a Council meeting in April, 2016.

The main reason for this recommendation is to allow officers sufficient time (if and as required) to fully consider, act upon and provide additional recommendations to the Council - and for Councillors to duly consider those recommendations. In this regard, any outcomes from the Electors’ Meeting, including its minutes, could be presented to the Council on 23 March, 2016 and should the Council make any decisions in response to any outcomes of the Electors’ Meeting, these could be appropriately drafted for inclusion in the amendment to be considered for final approval at a subsequent meeting.



## BACKGROUND

At its meeting of 26 August 2015, the Council considered Omnibus Amendment No. 1 to the City of Busselton Local Planning Scheme No. 21 (LPS21) and adopted it for public consultation.

The Amendment recommends a significant number of mostly minor changes to LPS21. The various changes proposed are seen as necessary for the more efficient and effective administration of the Scheme, to better reflect the Council's identified and endorsed strategic direction, and to provide positive, rational and effective guidance for future land use and development across the District.

The intent, purpose and scope of the changes recommended in the Amendment are to:

- Implement the recommendations of the CapeROC initiative that investigated providing a more 'liberal' and consistent approach to regulation of development in the rural zones of the Augusta-Margaret River and Busselton Schemes, noting that the Shire of Augusta-Margaret River has now already completed a similar exercise;
- Implement a number of the recommendations from the City of Busselton 'Local Commercial Planning Strategy', 'Local Cultural Planning Strategy' and subsequent Conceptual Plans for the Busselton City Centre and Dunsborough Town Centre (both finally adopted by the Council in January 2014);
- Rationalise and clarify the delineation and mapping of the Scheme Area boundary along the coastline;
- Correct textual anomalies that occurred during the conversion of District Town Planning Scheme No. 20 into 'Model Scheme Text-compliant' form as Local Planning Scheme No. 21; and to update/correct other essentially minor Scheme matters generally;
- Relax building height controls across the City;
- Place a prohibition on the development of new 'drive-through facilities' within the 'Business' zone; and
- Address a number of mapping corrections that have been identified as being needed through the process of adopting the new Local Planning Scheme, along with other minor modifications to the Scheme Maps.

## STATUTORY ENVIRONMENT

### 1. Omnibus Amendment No. 1

The *Planning and Development Act 2005* outlines the relevant considerations when preparing and amending local planning schemes. The relevant provisions of the Act have been taken into account in preparing and processing this amendment.

The *Planning and Development (Local Planning Schemes) Regulations 2015*, which came into operational effect on 19 October 2015, identifies three different levels of amendments – basic, standard and complex. As the identification of the amendment type occurs at the time of formal initiation, which in this case occurred prior to the adoption of the Regulations, it is not now necessary to identify the amendment level at this later stage. Notwithstanding this, Omnibus Amendment No. 1 will now be progressed for final adoption as though it were a 'standard' amendment under the Regulations.

Omnibus Amendment No. 1 is considered to be fully consistent and compliant with all requirements of the relevant statutory environment.

## 2. Special Meeting of Electors

The Special Meeting of Electors was requested per the powers of s.5.28 of the LGA. Whilst the petition received by the Mayor did not conform with, or comply to, the requirements of the LGA, the Council elected to hold the meeting in any event, in accordance with its powers under s.5.28(1)(b), viz:

### 5.28. Electors' special meetings

- (1) A special meeting of the electors of a district is to be held on the request of not less than —
  - (a) 100 electors or 5% of the number of electors —whichever is the lesser number; or
  - (b) 1/3 of the number of council members.

Subsequent sections of the LGA prescribe matters concerning the following:

- 5.29 Convening electors' meetings
- 5.30 Who presides at electors' meetings
- 5.31 Procedure for electors' meetings
- 5.32 Minutes of electors' meetings
- 5.33 Decisions made at electors' meetings.

Section 5.33 is of particular relevance given the particular circumstance of the Special Meeting of Electors, which was requested by certain electors on the basis of the following:

*'The matter for discussion is the Local Planning Scheme No 21 – Omnibus [Amendment] 1, as it appears on the City of Busselton website'.*

This section states:

### 5.33. Decisions made at electors' meetings

- (1) All decisions made at an electors' meeting are to be considered at the next ordinary council meeting or, if that is not practicable —
  - (a) at the first ordinary council meeting after that meeting; or
  - (b) at a special meeting called for that purpose,whichever happens first.
- (2) If at a meeting of the council a local government makes a decision in response to a decision made at an electors' meeting, the reasons for the decision are to be recorded in the minutes of the council meeting.

## RELEVANT PLANS AND POLICIES

The key policy implications with respect to the Amendment proposal are:

- Local Commercial Planning Strategy;
- Local Cultural Planning Strategy;
- Busselton City and Dunsborough Town Centre Conceptual Plans; and
- Planning in Bushfire Prone Areas.

Each of these plans and strategies (inter alia) was commented upon in considerable detail in the Agenda report for the Meeting of 10 February 2016. In the interests of brevity in this 'supplementary' report, however, please refer to that original Agenda item for any further information.

## **FINANCIAL IMPLICATIONS**

There are considered to be no direct financial implications arising from the implementation of the Officer Recommendation.

### **Long-term Financial Plan Implications**

Nil

## **STRATEGIC COMMUNITY OBJECTIVES**

The proposed amendment is considered to be consistent with the following community objectives of the City's *Strategic Community Plan 2013* –

- 2.2 *A City of shared, vibrant and well planned places that provide for diverse activity and strengthen our social connections; and*
- 3.1 *A strong, innovative and diverse economy that attracts people to live, work, invest and visit.*

## **RISK ASSESSMENT**

The implementation of the Officer Recommendation herein will involve a deferral of formal consideration for final approval of Amendment 1 to LPS21 by the Council. Apart from delaying the finalization and subsequent implementation of an important statutory and strategic process prepared in the best interests of the due and proper planning and administration of the City of Busselton, no significant risks have been identified.

## **CONSULTATION**

In the interests of brevity in this 'supplementary' report, please refer to the original Agenda item (of 10 February 2016) for further detailed information in respect to the extensive public consultation process that was undertaken by the City in regard to this Amendment.

In relation to this, the following is provided in summary:

- A 'Schedule of Submissions' was provided in the original Agenda report (10 February 2016). That Schedule outlines the submissions received and provides detailed Officer comments and recommendations to the Council in respect to each.
- A 'Schedule of Modifications' was also provided in the original Agenda report (of 10 February 2016). This Schedule addresses pertinent issues raised in the submissions and provides a list of recommended modifications to the Amendment (as it was advertised) as a result of these. There were a total of eight recommended modifications made to the Council in this Schedule.
- The public consultation undertaken fully complied with the *Planning and Development (Local Planning Schemes) Regulations 2015*, which require:
  - a) public notice to be provided in a local newspaper;
  - b) a copy to be provided in the administration offices of the subject local government;

- c) a notice to be provided to relevant Government agencies;
- d) the Amendment itself, along with *notice* of that proposed Amendment, to be provided on the subject local government website;
- e) consultation and advertising as directed by the WA Planning Commission, and in any other way the subject local government considers appropriate.

Submissions on the Amendment were invited for 42 days, between 4 November and 16 December 2015. These dates were purposefully chosen and advertised to end *before* Christmas and the majority commencement of school holidays in order to avoid, as much as practicable, that otherwise busy period for electors, businesses and other interested parties.

In addition to the above, the advertising undertaken for the Amendment involved:

- Correspondence sent directly to almost 1,800 landowners, including:
  - those affected by site-specific rezonings;
  - those within the Busselton city centre and Dunsborough town centre and those in residential areas proposed for, or abutting, the A74 and R80 areas recommended in the Amendment;
  - those within 150m of the 'Mean High Water Mark';
  - all relevant Government agencies.

**NOTE:** This correspondence was tailored to the specific part of the Amendment relating to a particular property concerned (e.g. those situated in the Dunsborough Town Centre were sent a letter tailored to the matters of particular relevance to them), although the mail out further advised landowners in respect to the considerable balance of matters addressed in the Omnibus Amendment (each letter included a 'summary information' sheet).

- Notice provided to relevant business and community groups, such as the Busselton and Dunsborough chambers of commerce;
- Signage installed on land affected by more substantial and site-specific rezonings (e.g. Armstrong Reserve in Dunsborough, Dawson Drive in Yallingup, Ford Road in Geographe etc);
- Notice placed in the Busselton Dunsborough Mail 'Council for the Community' section, on 4 November 2015;
- Hard copies of the proposed Omnibus Amendment provided at the front counter of the City's Administration office and in both the Busselton and Dunsborough public libraries;
- The complete document, along with the summary information sheet, was placed in digital format on the City's public website, in the 'Public Consultations' section.

## OFFICER COMMENT

The most relevant and substantive issues raised during the public consultation period between 4 November and 16 December 2016 were detailed and comprehensively addressed for the information of Councillors in the Agenda report prepared for the Meeting of 10 February 2016. Please refer to that Agenda report for additional information and background.

In brief, however, these issues concerned:

1. 'Additional Use' A74 area and Dunsborough Town Centre R80 coding;
2. Dunsborough Town Centre Height and R-AC3 rezoning in the CBD;
3. Site-specific rezonings:
  - Caves Road, Wilyabrup,
  - Quindalup Youth Hostel,

- Requests for extension of A74 area (Geographe Bay Road, Dunsborough and North along West Street, Busselton),
  - Dunsborough Lakes Estate, land proposed for inclusion in DCA1.
4. 'Drive-through facilities' being prohibited within the 'Business' zone; and
  5. 'Other' (being a technical textual correction and improvement only).

Detailed recommendations in regard to all of these issues, in both the body of the original Agenda report (10 February 2016) and accompanying Schedule of Submissions, were provided for the consideration of the Council at that Meeting.

Due to the Special Meeting of Electors that has been requested, and the date of 1 March, 2016 selected by the Mayor (in accordance with the requirements of the LGA), the opportunity may also be provided in the interim for officers to further brief or discuss with Councillors these and other pertinent matters.

To reiterate then, the recommended *deferral* of consideration of the Omnibus Amendment proposal will enable:

- City officers sufficient time (if and as required) to consider, act upon and provide additional recommendations to the Council in respect to any outcomes from the Special Meeting of Electors on 1 March 2016;
- Councillors reasonable opportunity to consider and address any decision(s) made at the Special Meeting of Electors, along with subsequent information and advice provided in relation to this by City officers;
- Any directly relevant and/or important incidental matter(s) that might arise for the consideration or re-consideration of the Council in regard to the Amendment to be properly and fully addressed.

## CONCLUSION

The purpose of Omnibus Amendment 1 is to improve the functionality and currency of Local Planning Scheme 21 by refining, updating and correcting provisions and mapping where these have been found to be deficient. A significant number of essentially minor changes have been introduced that reflect the endorsed recommendations of previous strategic studies and outcomes (e.g. the Local Cultural Planning Strategy (2011), the Local Commercial Planning Strategy (2011) and the City/Town Centre Conceptual Plans for Busselton and Dunsborough).

The detailed information and explanatory rationales provided within the Agenda report on 10 February 2016 (and in the *initial* report to the Council, on 26 August 2015) address the continuing orderly and proper planning of the City of Busselton.

To further ensure this, the Amendment was further refined and improved following the extensive public consultation process, and a small number of adjustments were subsequently recommended to the Council in a Schedule of Modifications.

In summary, the changes as described in the Agenda report of 10 February 2016 and reflected in the Schedule of Modifications therein were as follows:

	Decision	Advertised as:	To be modified as:
1.	Recommendation 1.1 mm  Removing the use classes 'Poultry Farm', Recreation Agriculture', 'Recreation Area' and 'Rural	1.1 mm Removing the use classes 'Poultry Farm', Recreation Agriculture', 'Recreation Area'	That recommendation 1.1 mm of the decision <b>be amended to state:</b>



	Enterprise' and associated permissibilities.	and 'Rural Enterprise' and associated permissibilities.	"Removing the use classes 'Poultry Farm', Recreation Agriculture', 'Recreation Area' and 'Rural Enterprise', associated permissibilities and associated references throughout the Scheme."
2.	<p>Recommendation 2.6:</p> <p>Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>2.6 Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>That recommendation 2.6a of the decision be amended to <b>include the following additional condition</b> in the 'Conditions' column:</p> <p><i>"5. Urban design guidelines (and/or Special Provisions) shall be prepared and adopted as a Local Planning Policy to address the following matters in relation to any proposed development:</i></p> <ul style="list-style-type: none"> <li>- <i>Appropriate building setbacks to prevent or suitably mitigate overshadowing or overlooking of neighbouring properties;</i></li> <li>- <i>Built form articulation, architectural design, function, bulk, scale, massing, grain, signage and surveillance (in relation to the streetscape, surrounding buildings, adjoining land uses and the overall character and amenity of the subject development area);</i></li> <li>- <i>Vehicular access, and the location of crossovers/provision of onsite car parking;</i></li> <li>- <i>Roofscapes, skylines and service installation sites to ensure minimal visual intrusion.'</i> </li></ul>
3.	<p>Recommendation 2.6:</p> <p>Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>2.6 Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>That recommendation 2.6a of the decision be amended to <b>include Lot 81 (18) Geographe Bay Road, Dunsborough</b> into the Additional Use (No. A74) provision.</p>
4.	<p>Recommendation 2.6:</p> <p>Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>2.6 Amend Schedule 2 'Additional Uses' by –</p> <p>a. Inserting an Additional Use (No. A74) provision as follows, and amend the Scheme maps accordingly:</p> <p><i>[Please refer to extensive Table in original Recommendation]</i></p>	<p>That recommendation 2.6a of the decision be amended to <b>include Lots 1 (28), 2 (30) and 3 (32) West Street, Busselton</b> into the Additional Use (No. A74) provision.</p>
5.	<p>Recommendation 2.8:</p> <p>Amend the Scheme Maps by:</p>	<p>2.8 Amend the Scheme Maps by:</p>	<p>That recommendation 2.8f of the</p>

	f. Modifying the residential density coding to R80 over Lots 51 and 87 to 102 Chieftain Crescent, Lots 86 and 162 Chester Way, Lots 139 to 141 Lorna Street, Lots 1-9 (20) and 115 to 127 Geographe Bay Road, Lots 1-17 (3) Dunn Bay Road, Lots 1 & 2 (4), 5 (2), 17, 18, 41 to 43 Prowse Way, Lots 3 and 4 Greenacre Road and Lot 60 (191) Naturaliste Terrace, Dunsborough.	f. Modifying the residential density coding to R80 over Lots 51 and 87 to 102 Chieftain Crescent, Lots 86 and 162 Chester Way, Lots 139 to 141 Lorna Street, Lots 1-9 (20) and 115 to 127 Geographe Bay Road, Lots 1-17 (3) Dunn Bay Road, Lots 1 & 2 (4), 5 (2), 17, 18, 41 to 43 Prowse Way, Lots 3 and 4 Greenacre Road and Lot 60 (191) Naturaliste Terrace, Dunsborough.	decision be amended to <b>include Lot 81 (18) Geographe Bay Road, Dunsborough</b> for modifying the residential density coding to <b>R80</b> .
6.	Recommendation 5.17  Lot 21 (3806) Caves Road, Wilyabrup	5.17 Rezone portion of lot from 'Recreation' Reserve to 'Agriculture'.	That recommendation 5.17 of the decision be <b>amended to correctly state</b> as follows:  "Rezone portion of lot from 'Recreation' Reserve to 'Viticulture and Tourism'."
7.	Recommendation 5.31  Lot 42 (201) Geographe Bay Road, Quindalup	5.31 Rezone from 'Public Purpose' Reserve to 'Special Purpose – Youth Hostel'.	That recommendation 5.31 of the decision be <b>amended</b> to state as follows:  "Rezone from 'Public Purpose' Reserve to ' <b>Special Purpose - Hostel</b> '."
8.	Recommendation 5.53:  Lot 44 Chapman Hill Road, Kalgup	5.53 Rezone from 'Public Purpose' Reserve to 'Agriculture'	That recommendation 5.53 of the decision <b>be deleted</b> and subsequent recommendations be re-numbered accordingly.

## OPTIONS

Should the Council not wish to support the Officer Recommendation to defer consideration of this matter, it could consider the following option:

1. The Council could adopt Omnibus Amendment No 1 for final approval, in accordance with the original Officer Recommendation of 10 February 2016 or subject to revised or additional modification(s) to those recommended in the accompanying 'Schedule of Modifications'.

The Council is advised that, should it decide to adopt the Amendment for final approval, subject or not to any revised or additional modifications, that Amendment will then be provided accordingly to the Western Australian Planning Commission/Hon. Minister for Planning with a request for formal endorsement and gazettal.

## TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION

The implementation of the Officer Recommendation will require the deferment of any formal consideration for final approval of the Amendment by the Council until April 2016.

**OFFICER RECOMMENDATION**

That the Council :

1. Defers consideration of Omnibus Amendment No. 1 for final approval until April 2016, in order to allow the Council to formally consider the outcomes of a Special Electors' Meeting convened for 1 March, 2016 and any other relevant matters before proceeding with final consideration of the amendment.

**12. ENGINEERING AND WORKS SERVICES REPORT**

Nil

**13. COMMUNITY AND COMMERCIAL SERVICES REPORT**

Nil

**14. FINANCE AND CORPORATE SERVICES REPORT****14.1 LOCKE ESTATE VACANT LEASEHOLD SITE (ASSESSMENT OF EXPRESSIONS OF INTEREST AND PROPOSED LEASE AGREEMENT)**

<b>SUBJECT INDEX:</b>	Leases and Agreements
<b>STRATEGIC OBJECTIVE:</b>	Infrastructure assets are well maintained and responsibly managed to provide for future generations.
<b>BUSINESS UNIT:</b>	Corporate Services
<b>ACTIVITY UNIT:</b>	Property and Compliance Services
<b>REPORTING OFFICER:</b>	Property Coordinator - Ann Strang
<b>AUTHORISING OFFICER:</b>	Director, Finance and Corporate Services - Matthew Smith
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A Plan of Leased Premises Attachment B Standard Locke Estate Lease Attachment C Confidential EOI Evaluation and Recommendation Report

**PRÉCIS**

Campsite 16 at the Locke Estate became vacant in September 2015 following the Australian Medical Procedures Research Foundation Limited's (Fresh Start) successful submission to lease campsite 14, and their resultant surrender of their lease of campsite 16.

The City advertised campsite 16 through an Expression of Interest (Eoi) process which commenced in September 2015 and closed on the 16 December 2015. A total of 3 submissions were received.

This report outlines the Eoi assessment process undertaken by City officers and makes a recommendation on the preferred proponent for consideration of Council.

**BACKGROUND**

Reserve 22674, Lot 5303, Caves Road, Siesta Park also known as the Locke Estate is an 'A class' crown reserve vested with the City for the designated purpose of 'Recreational Camp Sites and Group Holiday Accommodation'.

The Locke Estate consists of 16 campsites that are managed and operated by various not-for-profit organisations through leases entered into with the City of Busselton. When the leases expired on 30 November 2011, thirteen of the lessees renewed their lease for up to 21 years. Two lessees relinquished their sites and another remained vacant, leaving three sites available for lease. The City sought Expression of Interests (Eoi) from not for profit organisations for the vacant sites.

On 11 July 2012, the Council resolved (C1207/178) to enter into leases with St Mary's Community Care: for the Nurture Works BUZ (Build up Zone) for campsite 7; Regional Kids Inc and Workpower Inc. as joint tenants for campsite 12 and Australian Medical Procedures Research Foundation Limited (Fresh Start) for campsite 16.

In November 2013, the City received written notice from the Lake Jasper Project Aboriginal Corporation (Lake Jasper), one of the original thirteen lessees, of their intention to surrender their lease of campsite 14, on expiry of their first term. In 2011, at the time of entering into a new lease Lake Jasper was offered an initial 2 year term with a 19 year option. The 2 year term expired on the 30 November 2013 and, although Lake Jasper had been working toward achieving compliance with various lease conditions imposed, they gave notice of their intention to vacate the site, thus relinquishing the further option.

Once vacated, the City advertised the site through an EoI. Fresh Start, the lessee of campsite 16 were successful in their application and on the 25 March 2015, the Council resolved (C1503/072) to enter into a lease with them and to simultaneously accept the surrender of their lease of campsite 16. Fresh Start surrendered their lease of campsite 16 in early September 2015 and the City commenced an EoI process for the site.

Applications to lease a Locke Estate site are assessed against a set of detailed selection criteria designed to assess a prospective lessees' ability to meet the lease purpose and terms relevant to a Locke Estate campsite. These selection criteria were reviewed in June 2015. Essential compliance criteria which must be satisfied prior to an application being assessed were also determined in this review.

A report was presented to Council on 10 June 2015 detailing three essential compliance criteria that must be met prior to any assessment, being;

1. All future lessees are required to be a 'not for profit' incorporated body with either charitable, religious, cultural, recreational, sporting or other benevolent like nature objectives, and their constitution must prohibit members of the organisations being entitled or permitted to receive a pecuniary profit from the organisation.
2. Any proposal for use of the site by a future lessee must meet one or more of the following purposes:
  - (i) Groups participating in organised educational, cultural, religious or recreational activities and/or;
  - (ii) Financially disadvantaged persons who are otherwise not able to afford a holiday and/or;
  - (iii) Individuals or families requiring respite.

With the exception of the provision of temporary accommodation for people involved with or contracted to manage, improve and/or maintain the site, short stay holiday accommodation must not be made available to the general public.

3. If a development proposal is part of the submission it must be generally capable of being carried out given site constraints and requirement; including coastal setbacks and environment constraints etc.

The report also made recommendations on selection criteria to be used in the assessment of any future submissions. Council resolved (C1506/155) the following;

*"That the Council:*

*Adopts the following set of standard selection criteria to be used to assess proposals in respect of Locke Estate (Reserve 22674) Lease sites which become available:*

**CRITERIA ONE: THE ORGANISATION'S ACTIVITIES AND PURPOSE**

*Weighting = 40%*

- (a) An assessment of the objectives of the organisation and the services it delivers and the extent to which they meet the objectives of the prescribed uses set out in the standard Locke Estate Lease.*
- (b) An assessment of what the site is proposed to be used for and any services to be provided and how these meet the objects of the prescribed uses set out in the standard Locke Estate Lease.*
- (c) An assessment of who will benefit from the proposal and the extent of benefit provided.*
- (d) The extent to which the proposal would add value to the general social wellbeing of the community or would otherwise benefit the community.*

**CRITERIA TWO: THE PROPOSED DEVELOPMENT AND USE OF THE SITE**

*Weighting = 30%*

- (a) An assessment of the concepts and plans of what is proposed to be done on the site including any development proposals for the site, and the extent to which this will help to meet the organisation's objectives for the site and support its use for the designated lease purposes.*
- (b) An assessment of the extent to which any proposed use of the site complies with and/or takes into account the environmental and other land use factors affecting the site and otherwise meets the requirements of any relevant law.*
- (c) An assessment of the information the organisation provides as to how it intends to deliver any proposed services/programs from the site and otherwise proposes to manage the site in accordance with standard lease requirements.*

**CRITERIA THREE: THE ORGANISATION'S MANAGEMENT AND FINANCIAL CAPABILITY**

*Weighting = 30%*

- (a) An assessment of information provided in relation to proposed key personnel (persons or positions) their qualifications and/or experience as relevant to their proposal.*
- (b) An assessment of the association's previous experience and success in managing other properties or otherwise carrying out uses/developments and/or providing services of the type proposed.*

*An assessment of the organisation's financial resources and/or financial ability and plan to deliver the proposal which it has submitted. In order to assess this criteria information will need to be provided through a statement of the organisations financial capacity and resources from a suitably qualified person and this should also detail the extent to which the proposal is dependent on grant funding and the status of that funding and/or organisations belief of its capacity to achieve that grant funding and the basis for that belief."*

These selection criteria were used in the EoI process for campsite 16.

City officers conducted an information session and open day on Friday 16 October 2015 as part of the process where interested parties were provided with details of the obligations that would be imposed on them. This included matters such as coastal protection, conservation management and obligations relating to the use of the site.

The EoI closed on Wednesday 16 December 2015. A total of 3 submissions were received. A summary of the submissions is set out in the Officer Comment section of this report. Further details of the submissions are set out in the confidential attachment to this report.



## **STATUTORY ENVIRONMENT**

Section 3.54 of the Local Government Act 1995 (the 'Act') empowers the City to control and manage reserve land vested in it or placed under its control. Reserve 22674, Lot 5303, Deposited Plan 220583 Volume LR3088 Volume 423 known as the "Locke Estate" is vested with the City of Busselton with the power to lease for any term not exceeding 21 years for the designated purpose of "Recreational Camp Sites and Group Holiday Accommodation" subject to the consent of the Minister for Lands.

The objects and purposes of any association which would be considered eligible to lease a site of the Locke Estate are such that they should always be exempt from the land disposition requirements of section 3.58 of the Act. There is therefore no particular statutory requirement which the City's EoI process must meet. The key legal requirement impacting on the selection criteria is the need to ensure any site is used for a purpose which is consistent with the designated purposes under the Reserve Management Order.

## **RELEVANT PLANS AND POLICIES**

Nil

## **FINANCIAL IMPLICATIONS**

The rent will be \$2500 per annum plus GST with annual rent increases of CPI or 3%, whichever is greater. This is the same rent which was applied to campsite 14, the most recently leased site. A contribution of \$4000 per annum from the Lessee for coastal protection works for up to a maximum of 12 years is also required.

### **Long-term Financial Plan Implications**

Nil

## **STRATEGIC COMMUNITY OBJECTIVES**

The recommendation to enter into a lease with the preferred proponent aligns with the following City of Busselton strategic priorities:

Key Goal Area 1: Caring and Inclusive Community;

- A community that provides opportunities for youth to learn, grow, work and become health adults.

Key Goal Area 2: Well Planned, Vibrant and Active Places:

- Infrastructure assets are well maintained and responsibly managed to provide for future generations.

## **RISK ASSESSMENT**

There are no identified risks of a medium or greater level associated with the officer recommendation.

## CONSULTATION

The EoI process included an information day where City Officers provided interested parties with information about leasing, coastal protection, environmental health, fire management and rates.

The City also extended an invite to the unsuccessful proponents of the EoI for Campsite 14 to resubmit their Expression of Interest for Campsite 16. One proponent accepted the offer.

## OFFICER COMMENT

The period for EoI opened in September 2015 and closed on 16 December 2015. A total of 3 submissions were received and the proponents and their proposals are summarised below:

### The Church of Jesus Christ of Latter Day Saints

The organisation's proposal related to a campground for youth and their families within the Churches membership and the community. The information provided was limited. The proposal was submitted without copies of the organisation's structure, certificate of incorporation or their Constitution which meant the submission did not comply with the minimum documentation requirements of the EOI and it was therefore not assessed any further.

### Legacy Fund of Perth Incorporated (Legacy)

Legacy are the lessees of the adjoining campsite with their proposal including the option for campsite 15 and 16 to work in conjunction with each other. Their submission discusses two options for the campsite, one of which they have requested remain confidential as it is in an early conceptual stage and involves other stakeholders. This proposal is detailed in the Confidential Attachment 'C' on page 7, but the proposed development includes communal facilities, conference room and up to 15 eco-style tents or chalets.

Their alternative proposal is an extension to their existing operations on campsite 15, primarily to provide accommodation and activities for respite purposes of the families of incapacitated and deceased ADF veterans.

### Grand Lodge of Western Australian Freemasons Homes for the Aged Incorporated trading as Masonic Care WA (MCWA)

MCWA provides accommodation in various forms such as social housing rental villages, retirement villages and aged care facilities. Their accommodation providing's are located throughout Western Australia, catering for over 1200 West Australians. Predominantly they are seeking through their proposal to minimise the instances and effects of social isolation in the elderly, with their intent being to provide disadvantaged residents living in their social housing and retirement villages the opportunity to holiday in Busselton.

The proposed development of the site includes a single building comprising of a conference area and dormitory style accommodation, along with associated parking and an outdoor entertaining area.

### The Process

In accordance with the published EoI document, the submissions were objectively assessed by City Officers against the selection criteria outlined in the background of this report. A panel of officers from appropriate disciplines within the organisation carried out an independent assessment of each submission with the result of those assessments contained in the Confidential Attachment 'C' on page 5.

This process resulted in the submission from MCWA being recommended. The detailed evaluation of the submissions is within the Confidential Attachment. Below is a summary of MCWA's submission as assessed against each of the selection criteria and why it ranked highest overall.

#### Criteria One: The Organisation's Activities and Purpose

MCWA's submission addressed each aspect of this criteria; their aim being to provide temporary accommodation for respite for elderly residents living in their retirement villages and care units throughout WA. The organisational objectives and services to be delivered by MCWA meet more than one of the prescribed uses expressed in the lease.

A key focus of their business model is to minimise the instances and effects of social isolation in the elderly by organising active social groups, fitness groups and classes as well as special events. The campsite would facilitate these activities and assist residents to integrate and meet people.

The site is also proposed to be used for accommodation in conjunction with seminars, workshops and development programmes for their Freemason members and their associated charitable partners. They specifically noted that holiday accommodation would not be provided to the general public.

Their submission ranks highly from a community development perspective and it is considered that the applicant can offer a worthy service to our ageing community.

The Legacy submission addressed the criteria to some extent, and whilst the proposal would benefit the wider community, it did not overall align as strongly with the reserve purpose or the prescribed uses in the Locke Estate lease.

#### Criteria Two: The Proposed Development and Use of the Site

MCWA's development proposal includes short stay accommodation being of modular construction. The accommodation would be dormitory style with associated amenities and a kitchen facility for around 30 people. A basic plan was submitted. Although not a detailed plan it shows all proposed development along with the associated car parking as being contained within the development zone of the lease, thus having no or minimal impact on the coastal setback zone and conservation zone. There is no proposal for caravan or camping on the site.

The submission demonstrated a very sound understanding of the terms of the lease, planning and building requirements. The site layout and development size is considerate of the environment and there is likely to be minimal changes, if any, required to the plan were they to be successful in securing the site.

In comparison, there are some concerns about the suggested density of Legacy's proposed development which would need to be worked through should they be offered the lease. This could also potentially impact on the size of the project and its viability.

Both submitters provided limited detail as to how they intend to deliver proposed services or programs from the site.

#### Criteria Three: The Organisation's Management and Financial Capability

Both MCWA and Legacy demonstrated a good level of management expertise. The MCWA own and manage a number of retirement villages and aged care facilities throughout WA. They have experienced key personnel and board in terms of management structure, which in turn would oversee the management of the campsite. Legacy have managed and maintained their existing

campsite for over 50 years. Their partnership with the City in this regard has been a very amicable one.

Neither proponent provided detailed costings of their proposed development. However, considering the financial information provided in the MCWA submission, their proposal is well within their financial capabilities. They would not be reliant on grant funding to be able to meet the lease obligations in terms of development and completion timeframes.

Legacy on the other hand have noted in their submission that grant funding would be necessary for the success of their preferred submission. With regards to their alternate proposal, they have demonstrated good financial standing and the financial ability to use campsite 16 as an extension to their existing campsite.

Both organisations confirmed that they would be in a position to complete construction within three years of the lease commencement. However, due to Legacies preferred option being reliant on funding there was some concern that the project may not be developed to the extent as noted in their submission within this timeframe.

## **CONCLUSION**

Based on the panel evaluation of each submission against the stated selection criteria, it is recommended that the lease for Campsite 16 at Locke Estate be offered to MCWA.

The MCWA submission ranks highly from a community development perspective with the proposal aiming to provide for the aged and disadvantaged, by offering respite to elderly and disadvantaged residents. The objectives and intent of the organisation also align with the City's Strategic Community Plan.

As can be seen from the scores in the confidential attachment both submissions have merit but MCWA's submission ranked the highest. The principal reason for this is because their proposal is more consistent with the permitted purpose of the reserve, the prescribed use of the lease and their concept fits well within the area available for development.

There will be obvious disappointment expressed by Legacy but if Council are comfortable with the recommendation to grant to a lease to MCWA then Legacy could still potentially instigate a similar, albeit smaller, project to that proposed in their submission on their existing site.

## **OPTIONS**

Council may elect not to endorse the Officer recommendation and consider the following alternatives:

1. Resolve not to offer a lease to the recommended proponent and instead choose another proponent;
2. Resolve not to offer a lease to any of the proponents.

## **TIMELINE FOR IMPLEMENTATION OF OFFICER RECOMMENDATION**

A lease agreement would be forwarded to the Minister for Lands for consent by 31 March 2016. It is anticipated that the signing of the lease agreement would be on or before 1 June 2016. MCWA would then be required to submit a development application within 12 months of the commencement date.

**OFFICER RECOMMENDATION**

That the Council:

1. Enter into a lease with the Grand Lodge of Western Australian Freemasons Homes for the Aged Incorporated trading as Masonic Care WA subject to the consent of the Minister for Lands for the occupation of a portion of Reserve 22674, Lot 5303, Deposited Plan 220583, Volume LR3088 Folio 423, Caves Road, Siesta Park as indicated in Attachment 'A', subject to the following;
  - a) The lease being consistent with the City's standard Locke Estate Lease Agreement at Attachment B;
  - b) The term of the lease commencing no later than 1 June 2016 and expiring on the 30 November 2032;
  - c) The annual rent to commence at \$2500.00 plus GST with annual rent increase of CPI or 3% whichever is greater;
  - d) As per Council Resolution C1007/271, for the first 12 years of the term of the lease (or a lesser period of time if so determined by a future Council Resolution), the lessee is required to pay Council \$4,000 per annum to be placed in an interest-bearing Reserve for future coastal works adjoining the Locke Estate (with any unspent funds to be returned to the lessees); and
  - e) All costs for the preparation of the lease to be met by the Lessee.





**2016**

**CITY OF BUSSELTON**

and

**LESSEE**

**LEASE**

Crown Lease

---

RECITALS:	1
OPERATIVE PART:	2
1. definitions	2
2. interpretation	6
3. grant of lease	8
4. quiet enjoyment	8
5. Lessee Covenants	9
6. rent and other payments	9
(a) Rent	9
(b) Outgoings	9
(c) Interest	10
(d) Costs	10
(e) Rent Review	11
(f) Accrual of Amounts Payable	12
7. insurance	12
7.1 Insurances Required	12
7.2 Details and Receipts	13
7.3 Not to Invalidate	13
7.4 Reports	14
7.5 Settlement of Claim	14
7.6 Lessee Required to Pay Excess on Insurances	14
8. indemnity	14
8.1 Indemnity	14
8.2 Indemnity Unaffected by Insurance	15
8.3 Indemnity Minister for Lands	15
9. limit of Lessor's liability	15
9.1 No Liability for Loss on Premises	15
9.2 Limit on Liability for Breach of Lessor's Covenants	15
9.3 Indemnity Minister for Lands	16
10. Responsibility For Premises And Improvements	16
10.1 Lessee Solely Responsible for Improvements	16
10.2 No Obligation on Lessor to Repair or Maintain	17
10.3 Maintain Surroundings	17
10.4 Pest Control	18
10.5 Lessor May Undertake Works, Inspections etc at Cost of Lessee	18
11. alterations	19
11.1 Restriction	19
11.2 Consent	20
11.3 Cost of Works	20
11.4 Conditions	21
12. use	21
12.1 Restrictions on Use	21
12.2 No Warranty	22
12.3 Premises Subject to Restriction	23
12.4 Indemnity for Costs	23
13. lessor's right of entry	23
13.1 Entry on Reasonable Notice	23
13.2 Costs of Rectifying Breach	25
13.3 Lessor's right to carry out duties	26
14. statutory obligations & notices	26

14.1	Comply with Statutes.....	26
14.2	Indemnity if Fails to Comply.....	26
15.	report to lessor.....	27
16.	default.....	27
16.1	Events of Default.....	27
16.2	Lessor's rights in event of default.....	28
16.3	Lessor May Remedy Breach.....	29
16.4	Acceptance of Amount Payable By Lessor.....	29
16.5	Essential Terms.....	29
16.6	Breach of Essential Terms.....	30
17.	damage or destruction.....	31
17.1	Damage or Destruction.....	31
17.2	Insurance Proceeds.....	31
18.	option to renew.....	32
19.	restore premises.....	32
20.	yield up the premises.....	32
20.1	Peacefully Surrender.....	32
20.2	Clause 20.1 to Survive Termination.....	33
21.	Removal Of Property And Improvements From Premises.....	33
21.1	Ownership of Improvements.....	33
21.2	Lessee's Right to remove Improvements.....	33
21.3	Failing Lessor's Right to Require Removal of Improvements.....	33
21.4	Abandoned Improvements May Become Property of Lessor.....	34
21.5	Clause 21 Survive Termination.....	34
22.	assignment, sub-letting and charging.....	34
22.1	No Assignment or Sub-letting without Consent.....	34
22.2	Consents of Assignee Supplementary.....	34
22.3	Property Law Act 1969.....	34
22.4	Costs for Assignment and Sub-letting.....	35
22.5	No Mortgage or Charge.....	35
23.	acts by agents.....	35
24.	governing law.....	36
25.	statutory powers.....	36
26.	notice.....	36
26.1	Form of Delivery.....	36
26.2	Service of Notice.....	36
26.3	Signing of Notice.....	37
27.	severance.....	37
28.	disputes.....	37
28.1	Referral of Dispute: Phase 1.....	37
28.2	Referral of Dispute: Phase 2.....	38
28.3	Appointment of Arbitrator: Phase 3.....	38
28.4	Payment of Amounts Payable to Date of Award.....	38
29.	variation.....	39
30.	moratorium.....	39
31.	further assurance.....	39
32.	payment of money.....	39
33.	waiver.....	39
33.1	No General Waiver.....	39
33.2	Partial Exercise of Right Power or Privilege.....	39

---

34.	goods and services tax .....	40
34.1	Lessee to Pay GST .....	40
34.2	Consideration in Kind .....	40
34.3	No Contribution from Lessor .....	40
34.4	Statement of GST paid is Conclusive .....	41
34.5	Tax Invoices .....	41
34.6	Reciprocity .....	41
35.	commercial tenancy act .....	41
36.	caveat .....	41
36.1	No Absolute Caveat .....	41
36.2	CEO & Lessor as Attorney .....	41
37.	indemnity and ratification .....	42
38.	prior notice of proposal to change rules .....	43
39.	provision of information .....	43
40.	planning and development act 2005: consent .....	44
41.	additional terms covenants and conditions .....	44
42.	minister for land's consent .....	44
43.	Lessee Responsible For Payment of Costs And Expenses .....	45
	SCHEDULE 2 .....	48
	EXECUTION PAGE .....	55
	ANNEXURE A .....	56
	ANNEXURE B .....	57
	BUILDING WORKS - DEVELOPMENT CONCEPT PLAN .....	57

### Crown Lease

THIS LEASE is made                      day of                      2016.

**BETWEEN:**

CITY OF BUSSELTON of Locked )  
Bag 1, Busselton in the State of )  
Western Australia (“the Lessor”) )

AND

LESSEE of \_\_\_\_\_ )  
ADDRESS in the State of Western \_\_\_\_\_ )  
Australia (“the Lessee”) \_\_\_\_\_ )

**RECITALS:**

- A. The Lessor is the management body of the land described in Item 1 (a) of Schedule 1 under the Management Order (“**the Land**”).
- B. Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands first being obtained.
- C. The Lessee has requested that the Lessor grant it a lease of a portion of the Land described in Item 1 (b) of Schedule 1 (“**the Premises**”) and the Lessor has agreed subject to the Parties entering into this agreement.
- D. Pursuant to Section 30(2)(b)(i) of the *Local Government (Functions and General) Regulations* 1996, the Lessor is exempt from having to comply with the requirements of Section 3.58 of the *Local Government Act* 1995 in granting this lease to the Lessee because the Lessee’s objects are of charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature and the members of the Lessee are not entitled or permitted to receive any pecuniary profit from the Lessee’s transactions.

- E. The main objective of the Lease is to enable and allow the Lessee to provide temporary accommodation for the purposes specified in Item 6 of Schedule 1.

**OPERATIVE PART:**

The Parties agree:

1. **DEFINITIONS**

In this Lease, unless otherwise required by the context or subject matter:

“**ABS**” means the Australian Bureau of Statistics or such other body or person as shall carry out the functions of the Australian Bureau of Statistics from time to time

“**Acts**” includes all acts and statutes (State or Federal) for the time being enacted or modifying any Acts and all regulations by-laws requisitions or orders made under any Act by any Authority and Act means any one of them

“**Amounts Payable**” means the Rent and any other money payable by the Lessee under this Lease;

“**Authorised Person**” means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a)

“**Building Works**” means the works to be carried out for the purposes of providing services to families who are in recovery from alcohol and other drug addictions, generally consistent with the development concept plan at Annexure B.

“**Camping Ground**” has the meaning given to that term in the Caravan Parks Act;

“**Caravan Parks Act**” means the Caravan Parks and Camping Grounds Act 1995 (WA)



---

**“Caravan Park”** has the meaning given to that term in the Caravan Parks Act

**“Caravan”** has the meaning given to that term in the Caravan Parks Act

**“CEO”** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

**“Commencement Date”** means the date of commencement of the Term specified in **Item 4** of the Schedule;

**“Consideration”** means the Amounts Payable or any other money payable to the Lessor under this Lease;

**“Contamination”** means the state of being contaminated as that term is defined in the CSA;

**“CSA”** means the *Contaminated Sites Act 2003*;

**“CPI”** means the Consumer Price Index, Table 1, All Groups for the City of Perth prepared by the ABS, provided that if the ABS updates the reference base of such Consumer Price Index, due conversion shall be made to preserve the intended continuity of calculation by using the appropriate factor determined by the ABS; or if that Consumer Price Index is no longer published, then the index that an actuary of the Institute of Actuaries of Australia considers most closely reflects the changes in the cost of living in Perth. The actuary shall be appointed by the Lessor.

**“Development Application”** means a conforming development application pursuant to the *Planning and Development Act 2005* and/or the *City of Busselton Local Planning Scheme No 21*, to be prepared and submitted by the Lessee in respect of the Building Works.

**“Development Approval”** means:

(a) planning consent obtained by the Lessee pursuant to the Development Application; and

(b) any other consent, registration, certificate, licence, approval, permit, authority, requirement or exemption obtained by the Lessee under clause 11.1 in relation to the Building Works

**“Encumbrance”** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

**“Environmental Harm”** has the meaning given to that term in the EPA;

**“EPA”** means the *Environmental Protection Act 1986*;

**“Further Term”** means each further term specified in **Item 3** of Schedule 1;

**“GST”** means a tax under the Commonwealth’s A New Tax System (Goods and Services Tax) Act 1999 (“Act”) levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease.

**“Improvements”** means any/all buildings, structures, fixtures and fittings on the **Premises** as at the **Commencement Date** as well as any/all additions, alterations or improvements made on/to the **Premises** made during the **Term** and for the avoidance of doubt includes the Building Works;

**“Interest Rate”** means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

**“Land”** means the land described at **Item 1 (a)** of Schedule 1;

**“Lease”** means this deed as supplemented, amended or varied from time to time and including any/all Schedules and/or Annexures hereto;

**“Lessee’s Covenants”** means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

**“Lessor’s Covenants”** means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

**“Locke Estate Fire Management Plan”** means the fire management plan in respect of the Land prepared by or on behalf of the Lessor and includes any variation or replacement of that plan from time to time

**“Management Order”** means the management order for the Land;

**“Notice”** means each notice, demand, consent or authority given or made to any person under this Lease;

**“Party”** means the Lessor or the Lessee according to the context;

**“Pollution”** means anything that is pollution within the meaning given to that term in the EPA which is not authorised under any Law;

**“Premises”** means the premises described at **Item 1 (b)** of Schedule 1;

**“Plan of Premises”** means the plan attached to the Lease as Annexure A;

**“Rent”** means the rent specified in **Item 5** of Schedule 1;

**“Review Date”** means any anniversary of the Commencement Date during the Term;

**“Schedule”** means any one and/or more of the Schedules to this Lease, as will appear from the context;

**“Supply”** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

**“Term”** means the term specified in **Item 2** of Schedule 1; and

**“Termination”** means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

## 2. INTERPRETATION

In this Lease, unless expressed to the contrary:

### 2.1 Words importing:

- (a) the singular include the plural;
- (b) the plural include the singular; and
- (c) any gender includes each gender;

### 2.2 A reference to:

- (a) a natural person includes a body corporate or local government; and
- (b) a body corporate or local government includes a natural person;

### 2.3 A reference to a professional body includes a successor to or substitute for that body;

- 
- 2.4 A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- 2.5 A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- 2.6 A reference to a right includes a benefit, remedy, discretion, authority or power;
- 2.7 A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- 2.8 A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
- (a) both express and implied provisions and terms;
  - (b) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended; and
  - (c) any / all Schedules and/or Annexures hereto.
- 2.9 A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- 2.10 Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- 2.11 If a Party comprises two or more persons the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;

2.12 The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:

- (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
- (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;

2.13 Except in the Schedule headings do not affect the interpretation of this Lease.

3. **GRANT OF LEASE**

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable;
- (c) the performance and observance of the Lessee's Covenants; and
- (d) any/all the terms and conditions contained in this Lease.

4. **QUIET ENJOYMENT**

Except as provided in the Lease, for so long as the Lessor has the power to lease the land under the Management Order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.



---

5. **LESSEE COVENANTS**

The Lessee covenants and agrees with the Lessor to:

- (a) submit a Development Application within 12 months from the Commencement Date; and
- (b) undertake and complete the works specified in the Development Approval to the Lessor's reasonable satisfaction within three (3) years from the Commencement Date or such longer period as the Lessor, acting reasonably, agrees to.

6. **RENT AND OTHER PAYMENTS**

The Lessee covenants with the Lessor:

(a) **Rent**

To pay to the Lessor the Rent, as adjusted from time to time in terms of clause 5(e), in the manner set out at **Item 5** of Schedule 1 from the Commencement Date clear of any set – off or deductions whatsoever.

(b) **Outgoings**

- (i) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises including but not limited to;

(A) local government rates, services and other charges;

(B) water, drainage and sewerage rates, charges for disposal of storm water, meter rent and excess water charges;

- 
- (C) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
  - (D) land tax and metropolitan regional improvement tax on a single ownership basis; and
  - (E) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (ii) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5(b)(i)** being the proportion that the Premises bears to the total area of the Land or Premises included in the charge or assessment.

(c) **Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 14 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

(d) **Costs**

- (i) To pay to the Lessor on demand:
- (A) any/all amounts payable under any Act in connection with the Lease which shall include but not be limited to all levies, taxes, duty, fines and penalties, whether payable under the *Duties Act 2008* or otherwise;

- 
- (B) all registration fees in connection with this Lease including any costs in relation to survey plans required for registration purposes; and
  - (C) all legal costs of and incidental to the preparation, execution and stamping of this Lease and all copies.
- (ii) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (A) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (B) any breach of covenant by the Lessee or an Authorised Person;
  - (C) the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
  - (D) any work done at the Lessee's request; and
  - (E) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5(d)** or any matter arising out of this Lease.
- (e) **Rent Review**

On each Review Date, the Rent shall be reviewed to the amount determined in the following manner:

The Rent payable immediately before the Review Date shall be increased by the greater of:

- (i) three percent (3%); and

- (ii) the percentage by which the CPI in respect of the quarter immediately preceding that Review Date is increased over the CPI in respect of the quarter immediately preceding the previous Review Date (or where the relevant Review Date is the first Review Date, the Commencement Date).

(f) **Accrual of Amounts Payable**

Amounts Payable accrues on a daily basis.

7. **INSURANCE**

7.1 **Insurances Required**

The Lessee must at its cost effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance covering the respective rights, interests, obligations and risks of the parties in terms of and subsequent to this Lease for a sum not less than the sum set out at Item 8 of Schedule 1 in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance to cover the Lessee's equipment, moveable assets or other belongings against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage, loss from theft or burglary and other usual risks against which a Sublessee can and does ordinarily insure in their full replacement value; and
- (c) insurance to the full insurable value on a replacement or reinstatement value basis of the Premises and the Improvements against damage arising

from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks which an owner can and does ordinarily insure, including in respect of all insurances, architects and other consultants' fees and the cost of demolition and removal of building waste or debris.

## 7.2 Details and Receipts

In respect of the insurances required by **clauses 7.1** the Lessee must:

- (a) supply to the Lessor on demand details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor on demand each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

## 7.3 Not to Invalidate

The Lessee must not do or omit to do any act or thing or allow anything to be done or bring or keep anything on the Premises which might render any insurance effected under **clause 7.1** on the Premises, or any adjoining premises, void or voidable;

---

**7.4 Reports**

Each party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or at the Premises.

**7.5 Settlement of Claim**

The Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by **clause 7.1(a) or (c)**.

**7.6 Lessee Required to Pay Excess on Insurances**

For the avoidance of doubt, the Lessee covenants and agrees with the Lessor that it shall pay any excess payable in connection with the insurances referred to in **clauses 7.1**.

**8. INDEMNITY**

**8.1 Indemnity**

The Lessee indemnifies the Lessor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any damage to the Premises or the Improvements or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,



---

and for which the Lessor becomes liable unless caused by the wilful or negligent conduct of the Lessor, its employees, agents or contractors.

**8.2 Indemnity Unaffected by Insurance**

- (a) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under **clause 8.1** is paramount; and
- (b) if insurance money is received by the Lessor for any of the obligations set out in this **clause 8.1** then the Lessee's obligations under **clause 8.1** will be reduced by the extent of such payment.

**8.3 Indemnity Minister for Lands**

Any reference to "Lessor" in this clause 8 shall include the Minister for Lands and its employees, agents or contractors.

**9. LIMIT OF LESSOR'S LIABILITY**

**9.1 No Liability for Loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property (including the Improvements) in or about the Premises however occurring, unless caused by the wilful or negligent conduct of the Lessor, its employees, agents or contractors.

**9.2 Limit on Liability for Breach of Lessor's Covenants**

- (a) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor remains the management body of the Land; and

- 
- (b) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

**9.3 Indemnity Minister for Lands**

Any reference to "Lessor" in this clause 9 shall include the Minister for Lands and its employees, agents or contractors.

**10. RESPONSIBILITY FOR PREMISES AND IMPROVEMENTS**

**10.1 Lessee Solely Responsible for Improvements**

Disregarding anything else to the contrary contained in this Lease, the Lessee shall be wholly and solely responsible for any/all costs and/or expenses and assumes all risk in relation to the Improvements, disregarding the nature or origin thereof without derogating from the generality of the foregoing:

- (a) The Lessee will, save for the conditions of clause 17.1, promptly repair at its own cost and expense to the reasonable satisfaction of Lessor any damage to the Improvements including damage of structural nature, regardless how it is caused;
- (b) The Lessee will maintain at its own expense the Premises and the Improvements, including but not limited to walls, floors, roofs, doors, windows, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, air-conditioning units, exhaust fans, drains, septic tanks, leach drains, paths, paving, park or garden furniture, retaining walls, fences and reticulation in good, safe order repair and condition;
- (c) The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises and the Improvements;

- 
- (d) The Lessee must at all times keep the Premises and Improvements clean, tidy, unobstructed and free from dirt and rubbish; and

If the Lessee's use of the Premises (including any action of or omission by any of the Lessee's officers, employees, agents, contractors or invitees) may cause or has already caused erosion, drift or movement of sand, soil, dust or water to occur at, on or from the Premises, the Lessee must take such reasonable action as is necessary:

- (i) to prevent such erosion, drift or movement, or
- (ii) if has already occurred, to rectify or otherwise ameliorate the effects thereof.

#### **10.2 No Obligation on Lessor to Repair or Maintain**

- (a) The Lessor has no obligation whatsoever to repair or maintain the Premises or the Improvements.
- (b) Any further development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained the prior written consent of the Lessor, and all necessary statutory approvals.

#### **10.3 Maintain Surroundings**

- (a) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees;
- (b) The Lessee agrees that any lopping of trees must be undertaken by a qualified contractor;
- (c) If any flora, trees or lawn are damaged or die the Lessee must replace the flora, trees or lawn at its own expense, except where such loss or damage

---

has been caused by any circumstances outside the reasonable control of the Lessee, like drought or storm damage;

- (d) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require;
- (e) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the written approval of the Lessor, except where necessary for urgent safety reasons.

#### **10.4 Pest Control**

- (a) The Lessee must at its cost and expense keep the Premises free of any vermin and harmful insects and pests (like termites);
- (b)
  - (i) The Lessee must undertake, annually, an inspection by a licensed pest controller for termite infestation;
  - (ii) This inspection must be carried out and any pest control treatment required as a result of the inspection must be undertaken by a licensed pest controller within two weeks of the inspection;
  - (iii) The Lessee must provide to the Lessor a copy of the certificate issued by the licensed pest controller by May 1 annually; and
  - (iv) All costs and expenses arising from the inspection and any work undertaken as a result will be the responsibility of the Lessee.

#### **10.5 Lessor May Undertake Works, Inspections etc at Cost of Lessee**

Notwithstanding the existence of clauses within this Lease imposing an obligation on the Lessee to carry out any inspections of the Premises or to repair, clean or otherwise maintain the Premises, the Lessor may, subject to the

---

provision of reasonable notice to the Lessee, enter onto the Premises to carry out:

- (a) inspections of the Premises to ensure that the Premises are free of vermin and/or termite infestation;
- (b) inspections of any fire extinguishers or emergency lighting on the Premises;
- (c) any treatment work or works which are required to be carried out on the Premises as a result of the inspections carried out pursuant to paragraphs (a) or (b) of this clause **10.5**;
- (d) cleaning of the Premises or Improvements; and
- (e) repairs or maintenance to the Premises and/or the Improvements;

## 11. ALTERATIONS

### 11.1 Restriction

The Lessee must not without prior written consent from the Lessor and from any other person or public authority from whom consent is required under this Lease and required under any statute in force from time to time, including but not limited to the planning approval of the Lessor under a town planning scheme of the Lessor;

- (a) carry out any works or cause any works to be carried out on the Premises or make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises or the Improvements; or
- (b) subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or

---

otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

#### 11.2 Consent

- (a) If the Lessor and any other person/authorities whose consent is required under this Lease or at law consents to any matter referred to in **clause 11.1** the Lessor may:
  - (i) consent subject to conditions, which consent shall not be unreasonably withheld; and
  - (ii) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 11.1**:
  - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

#### 11.3 Cost of Works

All works undertaken under this **clause 11** will be carried out at the Lessee's expense.



---

**11.4 Conditions**

If any of the consents given by the Lessor or other persons/authorities whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense in accordance with the Lessor's requirements.

**11.5 No Fetter**

The Lessee acknowledges that no provision of this Lease constitutes a fetter on the discretion of the Lessor in the exercise by the Lessor of any of its powers under the laws relating to planning, building or health.

**12. USE**

**12.1 Restrictions on Use**

The Lessee must not and must not suffer or permit a person to:

- (a) (i) use the Premises or the Improvements or any part of it for any purpose other than for the purposes for which the Premises and Improvements are held by the Lessor, as set out at **Item 6** of the Schedule 1; or
- (ii) use the Premises for any purpose which is not permitted under any town planning scheme, local laws, acts, statutes or any law relating to health;
- (b) use Caravans on the premises without the prior written approval of the Lessor

- 
- (c) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
  - (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
  - (d) store any dangerous compound or substance on the Premises, otherwise than in accordance with the following provisions:
    - (i) any such storage must comply with all relevant statutory provisions;
    - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
    - (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
    - (iv) upon the request of the Lessor, the Lessee will provide a manifest of all dangerous compounds or substances stored on the Premises;
  - (e) do any act or thing which might result in excessive stress or harm to any part of the Premises.

#### 12.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or

- 
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

#### **12.3 Premises Subject to Restriction**

- (a) The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises;
- (b) The Lessor may in its sole discretion and without furnishing any reasons for its decision require from the Lessee to remove and/or relocate any signs, notices or advertisements from/on the Premises, which shall be done at the Lessee's cost.
- (c) The Lessor may require from the Lessee to display/incorporate on any sign, notice or advertisement on the Premises the wording "Supported by the City of Busselton" or anything similar and to incorporate the Lessor's logo or such wording as approved by the Lessor; provided that such a requirement by the Lessor shall be reasonably and practically executable.

#### **12.4 Indemnity for Costs**

The Lessee indemnifies the Lessor against any claims or demands for all reasonable costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

### **13. LESSOR'S RIGHT OF ENTRY**

#### **13.1 Entry on Reasonable Notice**

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- 
- (a) (i) at all reasonable times;
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
  - (b) for each of the following purposes:
    - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
    - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
    - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable;
    - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 13.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease;
    - (v) For any purpose as may be required in terms of the Special Conditions contained in Schedule 2; and
    - (vi) The Lessor may, for the purpose of:

- 
- (A) providing public or private access to or egress from the Land or the Premises;
  - (B) for the support of structures erected/constructed (whether existing or erected/constructed hereafter) on adjoining land, or
  - (C) for services to be installed on or conducted over the Land or the Premises (including but not limited to water, drainage, gas, electricity, and telephonic or electronic communications)

grant any such rights to and/or enter into any arrangement or agreement with any person, government agency or public authority (including any owner, lessee, tenant or occupier of or a person with an interest in any land adjacent to or near the Land or the Premises) and may dedicate, transfer, grant or create any easement or privilege in favour of any such person, and this Lease will be deemed subject to each such right, arrangement, agreement, easement or privilege however and whensoever granted/created : PROVIDED THAT

- (D) the Lessor shall use reasonable endeavours not to cause any undue inconvenience to the enjoyment of the Premises by the Lessee; and
- (E) the Lessor will not be liable to the Lessee for any compensation for granting such rights and/or entering into such arrangement or agreement, provided that any works on the Premises undertaken in terms of this clause 13.1(vi) do not cause any damage to the Lessee's property and are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee.

### 13.2 Costs of Rectifying Breach

All reasonable costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.1(b)(iv)** together with any interest payable on

---

such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

### 13.3 Lessor's right to carry out duties

Nothing in this lease shall prevent the Lessor from entering the Premises and/or the Improvements to carry out any of its obligations, duties or functions under any Act.

## 14. STATUTORY OBLIGATIONS & NOTICES

### 14.1 Comply with Statutes

The Lessee must:

- (i) promptly comply with all legislation from time to time in force relating to the Premises and/or the Improvements (including but not limited to all statutes and local laws);
- (ii) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified in **Item 6 of Schedule 1**;
- (iii) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises by or at the instance of the Lessee; and
- (iv) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 14.2 Indemnity if Fails to Comply

The Lessee indemnifies the Lessor against:



- 
- (i) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
  - (ii) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

**15. REPORT TO LESSOR**

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should reasonably be aware of;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

**16. DEFAULT**

**16.1 Events of Default**

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;

- 
- (b) the Lessee is wound up whether voluntarily or otherwise;
  - (c) where the Lessee is an association, the Lessee passes a special resolution under the Associations Incorporation Act 1997 altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
  - (d) a mortgagee takes possession of the property of the Lessee under this Lease;
  - (e) any execution or similar process is made against the Premises on the Lessee's property;
  - (f) the Premises are vacated; or
  - (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of rent and profits.

#### 16.2 Lessor's rights in event of default

On the occurrence of any of the events of default specified in **clause 16.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; or
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

### 16.3 Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default remedy the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

### 16.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

### 16.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Lessee's Covenants) **6** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Responsibility for Premises and Improvements), **12** (Use), **21** (Removal of Property and Improvements From

---

Premises) **22** (Assignment, Subletting and Charging), **34** (Goods and Services Tax) and Special Conditions **7** and **15** under Schedule 2 is an essential term of this Lease but this **clause 16.5** does not mean or imply that there are no other essential terms in this Lease.

#### 16.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in **clause 16.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;

- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. **DAMAGE OR DESTRUCTION**

17.1 **Damage or Destruction**

If the Premises or the Improvements or any part of the Premises or the Improvements are totally or partially destroyed so as to require major rebuilding the Lessee, at its cost and risk:

- (a) may within two (2) months of the destruction or the damage terminate the Lease with immediate effect by giving Notice to the Lessor, in which event the conditions of **clause 21** shall apply; or
- (b) must
  - (i) within 2 years from the date of destruction or damage rebuild such building or structure to its original state and condition to the reasonable satisfaction of the Lessor and in accordance with the requirements of all relevant authorities; or
  - (ii) within 6 months from date of destruction or damage demolish and remove from the Premises such building or structure and restore the Premises to its original state.

17.2 **Insurance Proceeds**

- (a) All insurance proceeds received in respect of partial or total destruction as mentioned in **clause 17.1** shall be applied towards either the reconstruction

of such buildings or structures or the costs of demolition and removal thereof.

- (b) Should the proceeds of any insurance policies not be sufficient to pay for any shortfall between any/all costs/expenses incurred under **clause 17.1**, the Lessee shall pay such shortfall or, in the event of a surplus, the Lessee shall be entitled to retain such surplus: provided that any demolition and/or reconstruction works required in terms of this agreement, have been undertaken and completed to the Lessor's reasonable satisfaction.

18. **OPTION TO RENEW**

The Lessor does not grant to the Lessee any right or option to renew or extend the Term.

19. **RESTORE PREMISES**

Save for the conditions of **clause 21**, the Lessee must at its expense prior to Termination restore the Premises and the Improvements to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease, fair wear and tear excepted.

20. **YIELD UP THE PREMISES**

20.1 **Peacefully Surrender**

On Termination and subject to **clause 21** the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing access to or within the Premises held by the Lessee whether or not provided by the Lessor; and



- (c) promptly make good and rehabilitate the Premises and remediate any Contamination, Pollution and Environmental Harm of or to the Premises arising from or connected with the use and occupation of the Premises by the Lessee, its officers, employees, agents, contractors or invitees.

**20.2 Clause 20.1 to Survive Termination**

The Lessee's obligation under **clause 20.1** will survive termination.

**21. REMOVAL OF PROPERTY AND IMPROVEMENTS FROM PREMISES**

**21.1 Ownership of Improvements**

The Lessor and the Lessee agree that the ownership of the Improvements lies in the Lessee and the manner in which those Improvements shall be dealt with at Termination is governed by **clauses 21.2 – 21.4** of this Lease.

**21.2 Lessee's Right to remove Improvements**

At any time prior to Termination the Lessee may remove at its own cost and risk from the Premises any/all the Improvements provided that the Lessee shall make good to the reasonable satisfaction of the Lessor any damage caused to the Premises by such removal.

**21.3 Failing Lessor's Right to Require Removal of Improvements**

If the Lessee does not do so as of right under **clause 21.2** then, if required to do so by the Lessor, the Lessee shall remove from the Premises within 3 (three) months after Termination the Improvements or any part thereof (as determined by the Lessor), and the Lessee shall make good to the reasonable satisfaction of the Lessor any damage caused to the Premises by such removal.

---

**21.4 Abandoned Improvements May Become Property of Lessor**

The Improvements or any part thereof not removed by the Lessee either as of right under **clause 21.2** or by requirement by the Lessor under **clause 21.3** will at the Lessor's election become the property of the Lessor and the Lessor will not be liable to the Lessee or any person claiming through the Lessee to compensate for the acquisition by the Lessor of such Improvements.

**21.5 Clause 21 Survive Termination**

The Lessee's obligations under **clause 21** will survive Termination.

**22. ASSIGNMENT, SUB-LETTING AND CHARGING**

**22.1 No Assignment or Sub-letting without Consent**

The Lessee shall not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor (which consent the Lessor may withhold in its absolute discretion, but not unreasonably or grant subject to such conditions as the Lessor may seek to impose) and the prior written consent of the Minister for Lands as required by section 18 of the *Land Administration Act 1997*.

**22.2 Consents of Assignee Supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

**22.3 Property Law Act 1969**

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

---

#### 22.4 Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law;
- (c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.
- (d) all legal costs of and incidental to preparation, execution and stamping of a Deed of Assignment of Lease or Sublease as the case may be;
- (e) all registration fees in connection with the Deed of Lease or Sublease; and
- (f) all duty, fines and penalties under the Duties Act 2008 and other statutory duties.

#### 22.5 No Mortgage or Charge

The Lessee shall not mortgage nor charge the Premises.

#### 23. ACTS BY AGENTS

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

---

24. **GOVERNING LAW**

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

25. **STATUTORY POWERS**

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

26. **NOTICE**

26.1 **Form of Delivery**

A Notice to a person must be in writing and may be given or made:

- (a) by a delivery to the person personally; or
- (b) by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

26.2 **Service of Notice**

A Notice to a person is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 26.1**, at the time of leaving the Notice provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in **clause 26.1**, on the second business day following the date of posting of the Notice.

### 26.3 **Signing of Notice**

A Notice to a person may be signed:

- (a) if given by an individual by the person giving the Notice:
- (b) if given by a corporation by a director, secretary or manager of that corporation; or
- (c) if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or
- (d) by a solicitor or other agent of the person, corporation or local government giving the Notice.

## 27. **SEVERANCE**

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

## 28. **DISPUTES**

### 28.1 **Referral of Dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as

---

nominated in writing from time to time (“the Lessor’s Representative”) of the Lessor who shall convene a meeting within 30 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor’s Representative and an officer of the Lessee for the purpose of resolving the dispute (“the Original Meeting”).

#### **28.2 Referral of Dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 28.1** of this Lease then the dispute shall be referred in writing to the Chief Executive Officer of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the Chief Executive Officer of the Lessor and the authorised officer of the Lessee for the purpose of resolving the dispute.

#### **28.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 28.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

#### **28.4 Payment of Amounts Payable to Date of Award**

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator referred to in **clause 28.3** or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.



---

29. **VARIATION**

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

30. **MORATORIUM**

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

31. **FURTHER ASSURANCE**

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

32. **PAYMENT OF MONEY**

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

33. **WAIVER**

**33.1 No General Waiver**

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

**33.2 Partial Exercise of Right Power or Privilege**

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

---

34. **GOODS AND SERVICES TAX**

34.1 **Lessee to Pay GST**

- (a) The Consideration will be increased by the amount of GST, if any, which the Lessor is required by legislation to pay on any Supply made under the terms of this Lease;
- (b) The Lessee must pay any increase referred to at paragraph (a) whether it is the Lessee or any other person who takes the benefit of any Supply; and
- (c) The Lessee must pay the amount of GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration.

34.2 **Consideration in Kind**

If consideration in kind is accepted by the Lessor for any Supply made under this Lease the GST amount payable to the Lessor under **clause 34.1(b)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

34.3 **No Contribution from Lessor**

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

---

**34.4 Statement of GST paid is Conclusive**

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

**34.5 Tax Invoices**

For each payment by the Lessee under this **clause 34** the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

**34.6 Reciprocity**

If the Lessee furnishes any Supplies to the Lessor under this lease then the requirements set out in this **clause 34** with respect to the Lessee will apply to the Lessor with the necessary changes.

**35. COMMERCIAL TENANCY ACT**

Not Applicable

**36. CAVEAT**

**36.1 No Absolute Caveat**

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat to protect the interests of the Lessee under this Lease.

**36.2 CEO & Lessor as Attorney**

---

If any caveat is lodged, the Lessee in consideration of the Lessor having granted this Lease to the Lessee irrevocably appoints the Lessor and the CEO of the Lessor (or any person authorised by the local government for that purpose) jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of six (6) months after Termination of this Lease

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at the Western Australian Land Information Authority;

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination;
- (f) a surrender of the estate granted by this Lease; and

costs of withdrawing any caveat or surrendering this Lease will be borne by the Lessee.

**37. INDEMNITY AND RATIFICATION**

- (a) The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 36.2**; and
- (b) the Lessee indemnifies the Lessor against:
  - (i) any loss arising from any act done under **clause 36.2**; and

- (ii) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in **clause 36.2**.

**38. PRIOR NOTICE OF PROPOSAL TO CHANGE RULES**

Where the Lessee is an association and the Lessee changes its rules of association under the Associations Incorporations Act 1987 the Lessee must notify the City in writing of such changes within 30 days of adopting such a resolution.

**39. PROVISION OF INFORMATION**

(a) The Lessee agrees to provide to the Lessor:

- (i) a detailed annual income and expenditure statement of the business conducted by the Lessee on/at the Premises and all expenses in relation thereto, if and when required to do so by the Lessor ;
- (ii) from time to time in writing with the name and contact details of the Lessee's representative designated by the Lessee to attend to and/or deal with the day to day management of this Lease on behalf of the Lessee; and
- (iii) any information on the Lessee's use of or operations at/on the Premises and/or such other information reasonably required by the Lessor from time to time.

(b) The Lessor covenants and undertakes to keep confidential any/all information provided by the Lessee to the Lessor in terms of sub-clauses 39(a)(i) and (iii) and not to disclose such information to any person, except:

---

(i) as required by law; or

(ii) where the Lessee's prior written consent has been obtained.

**40. PLANNING AND DEVELOPMENT ACT 2005: CONSENT**

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

**41. ADDITIONAL TERMS COVENANTS AND CONDITIONS**

41.1 Each of the terms, covenants and conditions contained in Schedule 2 are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

41.2 The provisions of the Lease are varied to the effect and to the extent detailed in Schedule 2 and the parties agree that, except to the extent amended by Schedule 2, the remainder of the main body of the Lease remains in full force and effect.

41.3 In the event of any inconsistency between the contents of Schedule 2 and any provision of the remainder of the Lease, the contents of Schedule 2 shall prevail.

**42. MINISTER FOR LAND'S CONSENT**

See Schedule 2 Special Condition 1.



---

**43. LESSEE RESPONSIBLE FOR PAYMENT OF COSTS AND EXPENSES**

43.1 The Lessee is wholly and solely responsible for payment of any/all costs, expenses, fees, charges, premiums and/or any liabilities arising from and/or in connection with meeting and/or complying with its covenants and obligations under this Lease.

43.2 The Lessor may in its sole discretion (but without any obligation to do so) pay any amount of money due by the Lessee in terms of the Lease, on behalf of the Lessee, in which event the Lessee shall punctually reimburse the Lessor on demand.

---

**SCHEDULE 1**

**ITEM 1: LAND AND PREMISES**

(a) **Land**

Lot 5303 on Deposited Plan 220583 and being the whole of the land comprised in Crown Land Title Volume LR3088 Folio 423, Reserve 22674

(b) **Premises**

That portion of the Land as indicated on the Plan of Premises attached as **Annexure A (Site 16)**. Should there be any dispute as to the location and/or the extent of the Premises the Lessor's decision shall be final and binding.

**ITEM 2: TERM**

Expires 30 November 2032

**ITEM 3: FURTHER TERM**

None.

**ITEM 4: COMMENCEMENT DATE**

TBA

**ITEM 5: RENT**

Two Thousand Five Hundred Dollars per annum. (\$2500.00) Exclusive of GST payable yearly in advance with the Rent for the first year payable within 7 days

---

of the Commencement Date and the Rent for the following years payable before or on the same date of each consecutive year and to be reviewed annually as stipulated in clause 6(e) of the Lease.

**ITEM 6:       USE**

(1)     The primary purpose of the Lease is for the Lessee to use the Premises as temporary accommodation for purposes associated with the Lessee's '' which are:

- (a) Groups participating in organised educational, cultural, religious or recreational activities;
- (b) Financially disadvantaged persons who are otherwise not able to afford a holiday; and
- (c) Individuals or families requiring respite.

(2)     Incidental to the primary use as stated above, the Lessee may also with the prior written approval of the Lessor and upon such conditions reasonably imposed by the Lessor, use the Premises as temporary accommodation for people involved with or contracted to manage, improve and/or maintain the Premises or the Improvements.

**ITEM 7:       ADDITIONAL TERMS COVENANTS AND CONDITIONS**

The Lessee covenants and agrees with the Lessor to comply with the Special Conditions contained in Schedule 2 of the Lease.

**ITEM 8:       PUBLIC LIABILITY INSURANCE**

\$10,000,000 (Ten Million Dollars)

---

**SCHEDULE 2**  
**SPECIAL CONDITIONS**

**1. Minister for Lands Consent**

This Lease is made subject to and conditional upon the parties obtaining the Minister for Lands' consent to this Lease (as is required by the Management Order). The parties agree and acknowledge that the Minister for Lands' prior written consent is also required for any assignment, transfer or mortgage of this Lease and lodgement of any caveat (as referred to in Clause 36 of the Lease), and that the Lessee shall obtain such consent in the event of any such assignment, transfer or mortgage of this Lease and/or lodgement of such caveat.

**2. Lessor's Interest in the Land**

The Parties agree and acknowledge that notwithstanding anything to the contrary in this Lease, the Lessor is not the registered proprietor of the Land. Pursuant to the *Land Administration Act 1997*, the Minister for Lands has by the Management Order, placed the care, control and management of the Land with the Lessor. If at any time the Management Order is revoked for any reason whatsoever, this Lease shall be at an end.

**3. Western Australian Planning Commission Consent**

See Clause 40 of the Lease.

**4. Coastal Setback Zone**

**(a) Nature and location of the Coastal Setback Zone**

(i) It is recorded that;

(a) The Land and the Premises border the Indian Ocean coastline; and

(b) Certain areas of the Land and the Premises are ecologically sensitive areas which, amongst other things, include vulnerable coastal dune areas.

- (ii) A coastal setback of approximately 50 (fifty) metres from the vegetation line on the Premises has been established (the “Coastal Setback Zone”). The Coastal Setback Zone is delineated on the Plan of the Premises (or is to be surveyed by the Lessor) and should there be any dispute as to its location and/or extent, the Lessor’s decision shall be final.

**(b) Use of Coastal Setback Zone**

Notwithstanding any provision in this Lease to the contrary, the Lessee acknowledges and agrees that:

- (i) it shall not be entitled to undertake any development whatsoever within the Coastal Setback Zone and the Lessor will not consent to any such development;
- (ii) during the Term it will revegetate all or part of the Coastal Setback Zone under the guidance of the Lessor so as to help restabilise the vulnerable coastal dune area;
- (iii) except in the case of emergency or the delivery or removal of materials, driving or parking of vehicles of any kind is not permitted in the Coastal Setback Zone; and
- (iv) it will install bollards or other such means to delineate the Coastal Setback Zone and to prevent vehicular access, which installation shall be carried out under guidance of the Lessor and maintained during the Term of the Lease to the Lessor’s reasonable requirements and standards.

**5. Conservation Zone**

**(a) Location of the Conservation Zone**

- (i) The Premises contain an area delineated on the Plan of the Premises as the Conservation Zone;
- (ii) The Conservation Zone is land designated as a conservation zone suitable for revegetation with native species and for the purposes of

---

protection from erosion and enhancement of the habitat of the endangered Western Ringtail Possum.

- (iii) Should there be any dispute as to the location and/or extent of the Conservation Zone; the Lessor's decision shall be final.

**(b) Use of Conservation Zone**

Notwithstanding any provision in this Lease to the contrary, the Lessee acknowledges and agrees that:

- (i) it shall not be entitled to undertake any development whatsoever within the Conservation Zone and the Lessor will not consent to any such development;
- (ii) during the Term it will revegetate the Conservation Zone under the guidance of the Lessor.
- (iii) it will install bollards or other such means to delineate the Conservation Zone and to prevent vehicular access, which installation shall be undertaken under the guidance of the Lessor and maintained for the Term of the Lease to the Lessor's reasonable requirements and standards.

**6. Fire Management**

The Lessee acknowledges and agrees that:

- (a) It is aware of the existence and contents of and the Lessee's obligations under the Locke Estate Fire Management Plan; and
- (b) At all times during the Term it will comply with the provisions of the Locke Estate Fire Management Plan.



---

**7. Compliance with Minimum Standards**

The Lessee must ensure that the standard of accommodation, facilities and infrastructure on the Premises complies at all times with all statutory requirements including but not limited to:

- (a) all rules, regulations and standards determined by the Lessor from time to time; and
- (b) the Caravan Parks and Camping Grounds Act; and
- (c) the Building Code of Australia.

**8. Dieback Prevention**

The Lessee must use its best endeavours to prevent the introduction of dieback on the Premises and the Land and, in particular and without limiting the Lessee's obligations in this regard, ensure that all soil that is brought onto the Land or the Premises is certified as being free of dieback.

**9. Water**

The Lessee must:

- (a) manage the use of bore water at the Premises by the use of water wise techniques so as to mitigate the impact on native vegetation; and
- (b) permit the Lessor to enter the Premises at any time for the purpose of taking water samples from the Premises for testing; and
- (c) if deemed necessary or prudent by the Lessor comply with all directions of the Lessor to reduce water usage.

**10. Weed Control**

The Lessee shall:

- (a) undertake a regular program of weed removal at the Premises and along the boundaries of the Premises to arrest the spread of weeds; and

(b) comply with all of the reasonable requirements of the Lessor relating to weed control at the Premises; and

(c) prohibit the spread of noxious weeds at the Premises.

**11. Removal of Vegetation**

The Lessee must not remove any vegetation on the Premises at any time during the Term without first:

(a) submitting a development application to the Local Authority.; and

(b) obtaining the approval of the Local Authority; and

(c) complying with every condition of any approval granted by the Local Authority.

**12. Site Design Guidelines**

(a) The Lessee acknowledges that the Lessor, in consultation with other Lessees of the Land may seek to formulate site design guidelines ("Guidelines") to enable the whole of the Land to have a consistent appearance, which will include determining a style for signage, bollards and fencing so as to improve the visual amenity of the Land from Caves Road.

(b) As part of the Guidelines the Lessor may determine, in consultation with the Lessee:

(i) one location for pedestrian beach access on the Premises;

(ii) the appropriate positioning of gates for emergency access and egress between the Premises and adjoining premises;

(iii) the location of bollards to restrict vehicle access to the Conservation Zone and the Coastal Setback Zone;

(iv) identified flora and fauna corridors across the Premises;

- (v) appropriate areas of the Premises for educational and heritage signage; and
- (vi) anything else that the Lessor deems reasonably necessary or prudent for the for the purpose of the Guidelines.
- (c) The Lessee agrees to comply with the Guidelines once they have been developed and approved by the Lessor.

**13. Coastal Protection**

- (a) It is recorded that
  - (i) The Lessor is seeking advice on protection of the coastline bordering the Land and the Premises; and
  - (ii) The Lessor may in its sole discretion decide to implement the abovementioned advice and/or execute works during the Term to protect the coastline bordering the Land and/or the Premises (the Works).
- (b) The Lessee agrees to contribute on the following terms and conditions towards the costs of the Works:
  - (i) For the first twelve years of the Term (or a lesser period of time as determined by the Lessor) it shall pay to the Lessor the sum of \$4,000.00 per annum (Coastal Protection Contribution) (or such lesser amount as determined by the Lessor), payable to the Lessor annually in advance on the same date as the Rent;
  - (ii) The Coastal Protection Contribution is payable by the Lessee in addition to the Rent and/or any other financial obligations of the Lessee in terms of the Lease;
  - (iii) The funds shall be held by the Lessor in an interest bearing reserve account;

- 
- (iv) The Lessor shall be entitled to use/apply the funds (or any portion thereof) in its sole discretion for payment of the Works or for any purpose relating to protection of the coastline as mentioned in Clause 13(a) above
  - (v) The Lessor shall account annually to the Lessee of all monies on hand and/or monies spent;
  - (vi) The Lessor shall refund to the Lessee at the end of the term any/all unspent funds together with interest accrued.
  - (vii) The Lessor shall use its best endeavours to ensure that execution of the Works does not unreasonably interfere with or limit the Lessee's use and occupation of the Premises; and
  - (viii) The Lessee shall allow the Lessor, its employees, agents and/or contractors at all reasonable time's access to the Premises for execution of the Works.

**14. Pets**

- (a) Save for the provisions of Clause 14(b) and (c), no domestic animals shall be permitted on the premises.
- (b) The Lessee may allow the caretaker employed by the Lessee on the Premises to keep his pets (excluding any cats) on the Premises; on condition that such animals be restricted to the caretaker's dwelling or private fenced yard unless leashed and under control of the caretaker; and
- (c) This clause does not apply to assistance dogs used for the assistance of visually impaired persons and is subject to the provisions of section 8 of the Dog Act 1976 and section 66J of the Equal Opportunities ACT 1984.

---

**EXECUTION PAGE**

EXECUTED by the parties as a Deed:

The COMMON SEAL of the )  
CITY OF BUSSELTON )  
was hereunto affixed by authority of a )  
resolution of the Council in the )  
presence of: )

---

SIGNATURE OF THE MAYOR

---

SIGNATURE OF CHIEF EXECUTIVE OFFICER

---

PRINT NAME OF MAYOR

---

PRINT NAME OF CHIEF EXECUTIVE OFFICER

The COMMON SEAL of LESSEE was )  
hereunto affixed in the presence of its )  
authorised members: )  
)  
)

---

AUTHORISED PERSON

---

(Print Full Name)

---

AUTHORISED PERSON

---

(Print Full Name)

CONSENT OF MINISTER FOR LANDS

---

**ANNEXURE A**

**PLAN OF PREMISES**

DRAFT



---

**ANNEXURE B**

**BUILDING WORKS - DEVELOPMENT CONCEPT PLAN**

DRAFT

**15. CHIEF EXECUTIVE OFFICER'S REPORT****15.1 COUNCILLORS' INFORMATION BULLETIN**

<b>SUBJECT INDEX:</b>	Executive Services
<b>STRATEGIC OBJECTIVE:</b>	Governance systems that deliver responsible, ethical and accountable decision-making.
<b>BUSINESS UNIT:</b>	Executive Services
<b>ACTIVITY UNIT:</b>	Executive Services
<b>REPORTING OFFICER:</b>	Reporting Officers - Various
<b>AUTHORISING OFFICER:</b>	Chief Executive Officer - Mike Archer
<b>VOTING REQUIREMENT:</b>	Simple Majority
<b>ATTACHMENTS:</b>	Attachment A State Administrative Tribunal Appeals as at 18 February 2016 Attachment B Lord Mayor's Distress Relief Fund - Letter of Appreciation Attachment C Shire of Harvey - Letter of Appreciation

**PRÉCIS**

This report provides an overview of a range of information that is considered appropriate to be formally presented to the Council for its receipt and noting. The information is provided in order to ensure that each Councillor, and the Council, is being kept fully informed, while also acknowledging that these are matters that will also be of interest to the community.

Any matter that is raised in this report as a result of incoming correspondence is to be dealt with as normal business correspondence, but is presented in this bulletin for the information of the Council and the community.

**INFORMATION BULLETIN****15.1.1 State Administrative Tribunal (SAT) Appeals**

Attachment A is a list of the current State Administrative Tribunal Appeals involving the City of Busselton as at 18 February 2016.

**15.1.2 Lord Mayors Distress Relief Fund – Letter of Appreciation**

Correspondence has been received from the Lord Mayors Distress Relief Fund and is available to view in Attachment B.

**15.1.3 Shire of Harvey – Letter of Appreciation**

Correspondence has been received from the Shire of Harvey and is available to view in Attachment C.

**15.1.4 Bay to Bay Newsletter – Email of Appreciation**

Correspondence has been received from Mr Ed King in response to the February Bay to Bay newsletter and is detailed below.

*Busselton ,*

*As a former resident of Busselton from 1966 to 1990 and still visiting regularly as my mother still resides there. I have seen a lot of developments and changes in that time. I would like to commend the current council for the way they are going about changes being made. You should all be*

*commended for the fantastic job you are doing as Busselton is truly a special place both in my heart and in the hearts of all who have visited and stayed in the town.*  
*Regards*

*Ed King*

**OFFICER RECOMMENDATION**

That the items from the Councillors' Information Bulletin be noted:

- 15.1.1 State Administrative Tribunal (SAT) Appeals
- 15.1.2 Lord Mayors Distress Relief Fund – Letter of Appreciation
- 15.1.3 Shire of Harvey – Letter of Appreciation
- 15.1.4 Bay to Bay Newsletter – Email of Appreciation

(Note: All applications (excluding WAPC matters) are managed by the legal services section of Finance and Corporate Services in conjunction with the responsible officer below.)

As at 18 February 2016

<b>APPEAL (Name, No. and Shire File Reference)</b>	<b>DATE COMMENCED</b>	<b>DECISION APPEAL IS AGAINST</b>	<b>RESPONSIBLE OFFICER</b>	<b>STAGE COMPLETED</b>	<b>NEXT ACTION AND DATE OF ACTION AS PER SAT ORDERS</b>	<b>DATE COMPLETED / CLOSED</b>
<b>Eichenberg vs City of Busselton</b>	December 2014	Appeal against Section 214(2) and 214(3) Notices issued on 17 December 2014 for the removal of all illegal structures and cease the use of the land for raves and functions.	Jo Wilson/Cobus Botha	Mediation on 20 November 2015 which resulted in following orders being made: <ul style="list-style-type: none"> <li>Applicant to engage an accredited fire specialist to prepare a Bushfire Fire Management Plan.</li> <li>All notices have been stayed pending consideration of the BFMP.</li> </ul>	<ul style="list-style-type: none"> <li>Mediation scheduled for 6 April 2016</li> </ul>	
<b>Harmanis Holdings Pty Ltd V city of Busselton</b>	Sept 2014	Appeal against a 204(3) notice to revegetate the fire track.	Anthony Rowe/Cobus Botha	<ul style="list-style-type: none"> <li>Directions Hearing on 20 November 2015; agreed that the notice be stayed pending further discussion between the applicant and the City upon agreed extent of vegetation rehabilitation.</li> <li>Development application submitted for creek crossing and amended Fire Management Plan.</li> </ul>	<ul style="list-style-type: none"> <li>Directions Hearing scheduled for 26 February 2016</li> </ul>	

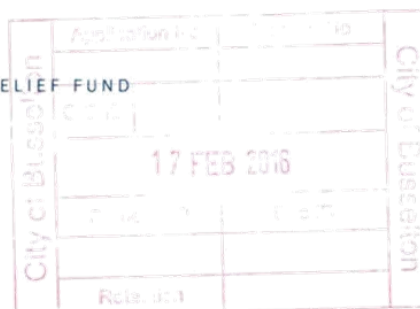
<b>Lee V's City of Busselton</b>	June 2015	Appeal against Demolition Order	James Washbourne/ Cobus Botha	<ul style="list-style-type: none"> <li>• Mediation on 14 September 2015; agreed that the applicant would submit a revised building application within 3 months (24 December 2015); and within 4 months after approval make a substantial start with practical completion in 12 months</li> <li>• A Building Permit was approved on 22 December 2015.</li> <li>• Building work commenced on 23 January 2016.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions Hearing scheduled for 22 March 2016</li> </ul>	
<b>DCSC v Southern JDAP</b>	January 2016	Appeal against refusal of Development application	State Solicitors Office/Anthony Rowe/Paul Needham	<ul style="list-style-type: none"> <li>• Parties to circulate documents categorising the land use within 14 days.</li> <li>• Land use to be determined by SAT.</li> </ul>	<ul style="list-style-type: none"> <li>• Mediation to be scheduled following SAT determination.</li> </ul>	



LORD MAYOR'S DISTRESS RELIEF FUND

10 February 2016

City of Busselton  
Locked Bag 1  
**BUSSELTON WA 6280**



### WAROONA AND DISTRICT FIRES APPEAL

On behalf of the Board of the Lord Mayor's Distress Relief Fund, I would like to thank you for your donation of \$1000 to the Waroona and Districts Fire Appeal.

The willingness of the Western Australian community to support those impacted by fire is genuinely appreciated. To follow the progress of the Appeal you can visit our Facebook page <https://www.facebook.com/Distress.Relief.Fund/>

The Fund has committed to offering assistance to individuals experiencing personal hardship and distress as a result of the natural disasters. Please be assured that 100% of donations received are disbursed directly to individuals with all administration costs absorbed by the City of Perth. A receipt for the donation is enclosed.

Yours sincerely

Robert Mianich  
Honorary Treasurer

Our Ref: P1032296



## SHIRE OF HARVEY

ALL COMMUNICATIONS TO BE ADDRESSED TO THE CHIEF EXECUTIVE OFFICER

102 UDUC ROAD  
P.O. BOX 500, HARVEY, WESTERN AUSTRALIA, 6220  
TELEPHONE (08) 9729 0300  
FACSIMILE (08) 9729 2053  
www.harvey.wa.gov.au

PLEASE USE DIRECT DIAL TELEPHONE WHERE NOMINATED

Direct Line:  
(08) 9729 0320

Our Reference: NA:MP  
Our file: ESI0007  
Enquiries: Mr Michael Parker

Mr Mike Archer  
Chief Executive Officer  
City of Busselton  
Locked Bag 1  
BUSSELTON WA 6280

City of Busselton		Application No	Receipt No
C/O ID			
22 FEB 2016			
Property ID		Doc ID	
Retention			

Dear Mike,

I would like to express our heartfelt appreciation to you and the City of Busselton for the assistance provided by your Staff and the resources allocated to assist us in undertaking a rural outreach program following the recent bushfire disaster in the Shire of Harvey.

The outreach volunteers made up 15 teams of 2 covering over 200 rural locations in 2 days. As you can appreciate undertaking this task in a timely manner was extremely beneficial for our recovery team and the affected community members. This was something we could not have achieved without your support.

The outreach was extremely well received by the fire affected rural community as we gathered critically important information as to how Local Government and other agencies could assist with their most pressing needs.

Unlike most community engagement activities, disaster affected persons represent a very unique situation for the interviewing staff as they listen to harrowing stories and hardships. On this count, your staff were extremely effective in offering the required support, providing a package of information and leaving the householder with a feeling that we have a genuine concern for their well being.

Can you please pass on our sincere thanks to your Council and to the individual staff involved for a job well done. It is heartening to reflect that in times of such adversity that we have like minded partners standing shoulder to shoulder with us offering the support to rebuild communities.

Once again, thank you for such valuable assistance.

Yours sincerely,

Michael Parker  
CHIEF EXECUTIVE OFFICER

17<sup>th</sup> February 2016



**16. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**17. CONFIDENTIAL REPORTS**

The reports listed below are of a confidential nature, in accordance with section 5.23(2) of the Local Government Act 1995. These reports have been provided to Councillors, the Chief Executive Officer and Directors only.

**RECOMMENDATION**

That the meeting is closed to members of the public to discuss the following items which are confidential for the reasons as shown.

**17.1 BUSSELTON CENTRAL SHOPPING CENTRE REDEVELOPMENT PROJECT**

This report contains information of a confidential nature in accordance with Section 5.23(2)(e)(ii) of the Local Government Act 1995, as it contains information relating to a matter that if disclosed, would reveal information that has a commercial value to a person, where the information is held by, or is about, a person other than the local government

**18. QUESTIONS FROM MEMBERS****19. PUBLIC QUESTION TIME****20. NEXT MEETING DATE**

Wednesday, 23 March 2016

**21. CLOSURE**