

Ordinary Council Meeting

12 September 2018

Minutes



Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

Agendas and Minutes are available on the City's website www.kwinana.wa.gov.au

Vision Statement

Kwinana 2030

***Rich in spirit, alive with opportunities,
surrounded by nature – it's all here!***

Mission

**Strengthen community spirit, lead
exciting growth, respect the environment
- create great places to live.**



We will do this by –

- providing strong leadership in the community;
- promoting an innovative and integrated approach;
- being accountable and transparent in our actions;
- being efficient and effective with our resources;
- using industry leading methods and technology wherever possible;
- making informed decisions, after considering all available information; and
- providing the best possible customer service.

Values

We will demonstrate and be defined by our core values, which are:

- Lead from where you stand – Leadership is within us all.
- Act with compassion – Show that you care.
- Make it fun – Seize the opportunity to have fun.
- Stand Strong, stand true – Have the courage to do what is right.
- Trust and be trusted – Value the message, value the messenger.
- Why not yes? – Ideas can grow with a yes.

TABLE OF CONTENTS

1	Declaration of Opening:	4
2	Prayer:.....	4
3	Apologies/Leave(s) of Absence (previously approved)	4
4	Public Question Time:	5
4.1	Mr Richard White, Mandogalup	5
5	Applications for Leave of Absence:	7
6	Declarations of Interest by Members and City Officers:	7
7	Community Submissions:.....	7
8	Minutes to be Confirmed:.....	8
8.1	Ordinary Meeting of Council held on 22 August 2018:	8
9	Referred Standing / Occasional / Management /Committee Meeting Reports:	8
10	Petitions:.....	8
11	Notices of Motion:.....	9
11.1	Notice of Motion, received from Councillor Matthew Rowse:.....	9
12	Reports – Community.....	10
12.1	Notice of Venue Approval for Cultural and Entertainment Events – Calista Oval	10
13	Reports – Economic	17
14	Reports – Natural Environment	18
14.1	Sustainable Water Management Plan	18
14.2	Climate Change Mitigation and Adaptation Plan Review	22
15	Reports – Built Infrastructure	27
15.1	City of Kwinana comments to the Western Australian Planning Commission on Draft Improvement Plan 47: Mandogalup.....	27
15.2	Proposed Road Names for Lots 52 and 682 Rowley Road, Mandogalup...	38
16	Reports – Civic Leadership.....	41
16.1	Budget Variations	41
16.2	Proposed Disposition by way of Lease of Suites 9, 10, 11, 16 and 17 within ‘Kwinana Technology Business Centre’, 11 Stidworthy Way, Kwinana Town Centre – Kwinana Industries Council	45
17	Urgent Business.....	51
18	Councillor Reports.....	51
18.1	Councillor Sandra Lee	51
18.2	Councillor Matthew Rowse	51
18.3	Councillor Dennis Wood	51
19	Response to Previous Questions.....	51
20	Mayoral Announcements (without discussion)	52
21	Matters Behind Closed Doors.....	52
22	Meeting Closure	53

Present:

MAYOR CAROL ADAMS
DEPUTY MAYOR P FEASEY
CR M KEARNEY
CR S LEE
CR S MILLS
CR M ROWSE
CR D WOOD

MS J ABBISS	-	Chief Executive Officer
MS C MIHOVILOVICH	-	Director City Strategy
MRS M COOKE	-	Director City Regulation
MR R NAJAFZADEH	-	Acting Director City Infrastructure
MS M BELL	-	Director City Legal
MR T HOSSEN	-	Lawyer
MS A MCKENZIE	-	Council Administration Officer

Members of the Press	0
Members of the Public	4

1 Declaration of Opening:

Presiding Member declared the meeting open at 7:00pm and welcomed Councillors, City Officers and gallery in attendance and read the Welcome.

“IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE”

2 Prayer:

Councillor Dennis Wood read the Prayer

“OH LORD WE PRAY FOR GUIDANCE IN OUR MEETING. PLEASE GRANT US WISDOM AND TOLERANCE IN DEBATE THAT WE MAY WORK TO THE BEST INTERESTS OF OUR PEOPLE AND TO THY WILL. AMEN”

3 Apologies/Leave(s) of Absence (previously approved)

Apologies

Nil

Leave(s) of Absence (previously approved):

Councillor Wendy Cooper from 11 September 2018 to 25 September 2018 inclusive.

4 Public Question Time:

4.1 Mr Richard White, Mandogalup

Question 1

I have a question regarding the sand mining on Ashley Road from a prior Council meeting that has not been addressed and an email sent to the Chief Executive Officer that has not been addressed.

Response

The Mayor advised that she does remember Mr White stating that there was a sand mine on Ashley Road.

The Mayor referred to the Chief Executive Officer regarding the email.

The Chief Executive Officer advised that there will be a response coming to Mr White.

Question 2

Were the instructions given to City Officers regarding the Draft Industrial Plan for Mandogalup and the planning study for the area to prepare the response based on the most profitable options for the ratepayer? There are other options other than industrial that should be considered and that there is already an area set aside west of the freeway for residential housing. At this point in time the Buffer Zone has been reduced to 1.5kms which could allow more housing in there, so were the planners that did the study given any instructions to look at different options other than industrial which is to please the Kwinana Industries Council (KIC) and Alcoa?

Response

The Mayor referred the question to the Director City Regulation.

The Director City Regulation advised that she assumes Mr White is referring to the Mandogalup Policy that was subsequently adopted by Council. The consultants that prepared the analysis were economic experts and they considered the overall context of Mandogalup, the industrial land outside and surrounding the Mandogalup area, having regard to Alcoa, the buffers, the road interface, future projections, the State's strategic plan as outlined in the Perth and Peel Sub Regional Framework. The independent consultants provided the City with the feedback around the configuration of land uses having regard to these considerations.

Question 3

When you talk about road interface, they built the Kwinana to Bunbury Highway and the developers cannot get houses next to it quick enough, but yet you seem to have the mentality in this structure plan, that if there are roads there you cannot have anybody living there, there are houses all along Roe Highway and Leach Highway so why is that an option?

Response

The Mayor referred the question to the Director City Regulation.

The Director City Regulation advised that she is unable to comment on those other highways and the planning framework against those highways or the development against those highways.

4 PUBLIC QUESTION TIME

The Mayor referred to the Chief Executive Officer for additional comment.

The Chief Executive Officer added that there are State Planning Policies that do prevent residential development from being so close to major freight and freeway corridors. The Chief Executive Officer added that developers are required to submit acoustic modelling which outlines the noise impacts on residential developments and that there are notifications that are placed on titles, which the Mayor and the Chief Executive Officer are required to sign on behalf of the City, so that a buyer is aware that their land is adjacent to the Kwinana Freeway and that they will be subject to noise because of the major traffic corridor.

The Chief Executive Officer further added that if the State puts in place these planning frameworks, the City is then required to implement them at the local level.

Question 4

I understand that there is an Australian Standard and that Anketell Road and Rowley Road will have to meet the standard but it does not exclude urban from that area.

The Chief Executive Officer sought to clarify the question, as it was thought the question was regarding residential development being close to major roads.

Mr White explained that the question is listed in the City Officer comments and that the Council is making its new policy based on the concern over the road traffic interface. Mr White further explained he was just trying to make the point that it would not be any different to the Kwinana Freeway.

Response

The Mayor referred the question to the Chief Executive Officer.

The Chief Executive Officer explained that the City Officer comments in the report, that is before you tonight, is pointing out to the State government that there are major freight linkages adjacent to this site and that the urban development internal road network must be planned and integrate well with the larger external freight networks.

Question 5

We are continuing to see Banksia Woodlands being talked about, but yet when they did the Alberto subdivision on the eastern side of Anketell Road, which includes Banksia Woodlands, there was nothing ever said about it, they have cleared Bertram which was a Banksia Woodland, nothing was ever said, along Lyon Road there was a Banksia Woodland, probably one of the best ones that I can ever remember, and there was a beautiful stand of jarrahs out from where Dan Murphy's is now, that was very well noted and there was a beautiful stand of tuarts down through Wellard, that were nesting trees for black cockatoos, but for some reason there seems to be a massive concern over the Banksia Woodlands at the Rifle Range.

Response

The Mayor referred the question to the Chief Executive Officer.

4 PUBLIC QUESTION TIME

The Chief Executive Officer explained that the declaration of Banksia Woodlands as a threatened ecological community is recent, a lot of the developments you have mentioned, particularly Bertram, were approved prior to that declaration coming in. The Chief Executive Officer further explained that what you are seeing now and why you are hearing so much is because this declaration has been recent. There are approvals going through the planning system, some of which were initiated prior to the declaration and others occurred afterwards and there have been various attempts by the City to bring to the attention of decision makers that this piece of land, and numerous others around the City, are threatened ecological communities. The Chief Executive Officer stated that Mr White is correct in saying areas have been lost across the City and that is why they are so important as there are so few left. The City, because of that declaration is able to raise it to the Federal government and it has to be a relevant consideration in developments, planned infrastructure and subdivisions that are now moving through the system.

Question 6

The entrance statement to Kwinana on Thomas Road, they have done some work there but they do not seem to have cleaned it up, there is sand everywhere.

Response

The Mayor took the question on notice.

5 Applications for Leave of Absence:

Nil

6 Declarations of Interest by Members and City Officers:

Mayor Carol Adams declared an impartiality interest on item 15.1, City of Kwinana comments to the Western Australian Planning Commission on Draft Improvement Plan 47: Mandogalup due to her husband's employer having made comment and holding a position regarding the item.

Mayor Carol Adams declared an indirect financial interest on item 16.2, Proposed Disposition by way of Lease of Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre – Kwinana Industries Council due to Kwinana Industries Council being her husband's employer.

7 Community Submissions:

Nil

8 Minutes to be Confirmed:

8.1 Ordinary Meeting of Council held on 22 August 2018:

COUNCIL DECISION

271

MOVED CR S MILLS

SECONDED CR S LEE

That the Minutes of the Ordinary Meeting of Council held on 22 August 2018 be confirmed as a true and correct record of the meeting.

**CARRIED
7/0**

9 Referred Standing / Occasional / Management /Committee Meeting Reports:

Nil

10 Petitions:

Nil

11 Notices of Motion:

11.1 Notice of Motion, received from Councillor Matthew Rowse:

That Council directs the CEO to prepare a report detailing the benefits of, and cost implications involved with, implementing a 3-Bin Food Organics, Garden Organics (FOGO) waste collection system in line with best practice and the WA State Government's 'Better Bins' program throughout all households in the City of Kwinana Local Government District and to present the report to Council.

12 Reports – Community

12.1 Notice of Venue Approval for Cultural and Entertainment Events – Calista Oval

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

This report informs Council of the results of the public consultation in relation to approval of the Calista Oval as a venue for cultural and entertainment events and recommends that Council endorse the Chief Executive Officer to conditionally approve the venues and execute a Notice of Appellable Decision in the Government Gazette.

Regulation 19B of the *Environmental Protection (Noise) Regulations 1997* permits a venue to be approved to host events that exceed the standard noise levels. It is acknowledged that the events would lose their character or usefulness if they were required to comply.

Venue approvals also ensure that on-going noise exemptions are not required for events that comply with the conditions of the approval. This provides organisers some certainty that events will be approved on time. This will facilitate improved community events, which is in keeping with the City's Strategic Community Plan.

OFFICER RECOMMENDATION:

That Council:

1. Endorse the Chief Executive Officer to conditionally approve by Notice (as per Attachment A), Calista Oval at 2 Walgreen Crescent, Calista as a venue for cultural and entertainment events under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997*.
2. Endorse the Chief Executive Officer to execute a Notice of Appellable Decision for gazettal (as per Attachment B), Calista Oval at 2 Walgreen Crescent, Calista as a venue for cultural and entertainment events under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997*.

DISCUSSION:

Background

The City of Kwinana is seeking to facilitate additional cultural and entertainment events at Calista Oval situated at 2 Walgreen Crescent, Calista. Past events held at Calista Oval have included the Rock Symphony Concert and the Punjabi Multicultural Event.

The noise from these events does not comply with the standard assigned levels of the *Environmental Protection (Noise) Regulations 1997* (the Regulations). Last year, these community events were individually exempted from having to comply with the noise levels under Regulation 18, which allows for up to two exemptions a year.

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL

The City of Kwinana would like to be able to organise and facilitate a number of community events every year with the assurance that the events are likely to be approved. To achieve this purpose, the City is making use of the provisions of Regulation 19B of the Regulations, which relates to approval of venues for sporting, cultural or entertainment events.

Attachment A presents a copy of the drafted conditional approval for Calista Oval based on the noise management plan.

Public consultation

The Chief Executive Officer of the City of Kwinana is authorised to sign off on venue approvals under delegation from the Chief Executive Officer of the Department of Water and Environmental Regulation (DWER).

As per the Regulations, before the Notice can be signed by the Chief Executive Officer, the community must be consulted. Notice of the attached documents was provided in the local newspaper; published on the City's website; and displayed as hard copies at the relevant venues including the administration building. Further, all residents and businesses within a 1km radius of the venue were notified by letter drop. Lastly, letters were sent to the following external stakeholders:

- Western Australian Police.
- Department of Water and Environmental Regulation.
- Executive Director Public Health, Department of Health.
- Director Liquor Licensing.

Feedback**Residents**

The letters were hand-delivered by a distribution company with the original 21-day deadline set for 21 August 2018. However, as there was a delay in completing the letter drop, the deadline for consultation was extended to 31 August 2018.

A total of 11 responses were received from the 1,739 letters distributed. The following is a summary of the feedback received:

- Three respondents were very encouraging of the events and approvals.
- One resident had no issues with the approvals.
- Two residents were unhappy about the short timeframe for feedback but raised no objection to the Notice.
- One resident was generally supportive of events but was concerned about noise travelling into her house.
- One resident provided suggestions about the noise monitoring process.
- One resident was concerned about noise from antisocial behaviour at the Skate Park.
- Two residents objected to the proposed time or frequency of the noise approval. These are outlined in more detail below.

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL

In summary, the concerns raised by the objectors relate to events finishing after 5pm and allowing the proposed event noise levels to be produced on a regular basis.

Calista Oval forms an integral part of Kwinana's City Centre and as such performs a significant role in contributing to the City Centre's activation and vibrancy during the day and evening hours. It is on this basis that it is important to ensure that the venue approval allows for a range of events including some that finish after 5pm and others that exceed the standard assigned levels set by the Noise Regulations. In keeping with requirements of Regulation 19B of the Noise Regulations and as per Table 1 below, the venue approval classifies such events into categories and sets restrictions on the noise levels, timeframes and length of the notifiable event. The venue approval further sets the following controls:

- i. The organiser will be required to notify residents within 300m of the venue of the notifiable event.
- ii. Major events will also require a separate application to be made to the City of Kwinana.
- iii. For each Major Event approved in the financial year, the number of permitted Moderate events will be reduced by one. No more than two Major Events are permitted per financial year.

It is considered that these restrictions and controls provide a balance between meeting the community's need for a vibrant City, while also ensuring the health and amenity of the community is upheld.

Table 1. Proposed notifiable events and associated timeframes and maximum sound pressure levels at Calista Oval

Category	Examples of Types of Notifiable Event	LAeq, 1 min dB (at the fixed mixer desk)	LCeq, 1 min dB (at the fixed mixer desk)	Length of event (maximum hours from beginning of event)	Timeframes	Restriction on number of events per financial year
Minor	Amplified music and speakers (Daytime events)	75	80	4	9am-7pm	10
Moderate	Amplified music and speakers, small concerts, movies	80	90	5	9am-10.30pm	6
Moderate (within Skate Park only)	Amplified music and speakers, small concerts and bands	90	100	5	9am-10.30pm	2

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL

Major	Large concerts and band festivals	For annual events that are likely to exceed the levels set for Moderate events a separate application needs to be made to the City of Kwinana Chief Executive Officer under Regulation 18 of the <i>Environmental Protection (Noise) Regulations 1997</i> . Temporary noise attenuation barriers are required to be considered for noise level of 100dB(A) / 110dB(C) or more at the fixed mixer desk.
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Residents who were concerned about the short timeframe for feedback were informed about the extension in timeframe for consultation. No further comments were provided to the City by these residents.

Resident concerns about noise travelling into homes was from Casserley Way, Orelia located one kilometre away and will be addressed through the conditions of the venue approval. Restrictions on bass levels in the venue approval will ensure that the levels are less intrusive.

A written response was provided to the resident who suggested noise measurements to be taken at the affected residents as part of the monitoring process. The resident was informed that the City's Environmental Health Officers will be present to monitor all Moderate and Major notifiable events and where possible would visit residents affected by the noise for noise measurements. The City will ensure that the event organiser takes noise measurements at the mixing desk to control the noise levels at the source, as per the requirements of the venue approval.

Department of Health feedback

The City also received written comments from the Environmental Health Directorate of the Department of Health (DOH). In response to the DOH, the noise management plan now includes a request for event organisers to locate speakers to face away from residential areas and to maintain a complaint management system.

Other items raised by the DOH include the provision of additional speakers at lower volumes rather than fewer speakers at higher volume spaced around the event. This recommendation is not practical to apply as the venue approval sets restrictions on the noise levels received at the mixing desk. It is best left for the event organisers to determine their preferred method to ensure compliance with the noise level restrictions. The DOH also suggested the imposition of a bond which may be forfeited (or part thereof) on non-compliance to the noise levels. The imposition of a bond does not form part of the noise management plan or venue approvals under the Regulations. It may be considered as part of a recovery process on fees and charges under the *Local Government Act 1995* in the future if considered necessary by the City. However, at the present time the City is wanting to encourage events rather than place additional impediments in the way of organisers.

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL

The DOH also recommended the installation of a master cut off switch to permit authorised noise officers to cut off power to noise generating equipment. - The installation of a master cut off switch is considered an extreme measure and may have reputational repercussions if an Officer was to cut off the music. Other methods for dealing with non-compliances such as a noise abatement direction or infringement notice would be appropriate for an event that significantly exceeded the levels. These matters were discussed with the Noise Branch of the Department of Water and Environmental Regulation (DWER), who are responsible for developing the Noise Regulations, their interpretation and enforcement. DWER concurred with the City's position in regards to this matter.

Venue Approval

Following completion of the consultation period and after considering the feedback received, the Chief Executive Officer may either conditionally approve the venues for the stipulated term of three years; or refuse the applications. The Chief Executive Officer has been gazetted by direct delegation from the Chief Executive Officer of the Department of Water and Environmental Regulation to sign such approvals under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997*.

Once approved, a Notice of Appellable Decision is required to be published in the Government Gazette for a 21 day period. Subject to no appeals, Calista Oval will be able to host a number of 'Notifiable Events' as per the noise management plan and conditions listed in the venue approval. If events are not managed appropriately, the Chief Executive Officer has the power to make amendments to the venue approvals or to revoke them prior to the end of the term. The term is set for three years.

Conclusion

Eleven submissions were received from 1,739 letters hand delivered. The issues raised have been considered in the noise management plan and will be managed using conditions of the venue approval.

Every notifiable event approved under the venue approvals will continue to be monitored and residents within 300m of Calista Oval will be informed by letter drop.

The approvals have been designed to permit community events while controlling the level of noise generated. The venue approval also provides organisers with some certainty that their events will be approved.

It is therefore recommended that the Chief Executive Officer be endorsed to conditionally approve Calista Oval as a venue for cultural and entertainment events and to provide a Notice of Appellable Decision for publication in the Government Gazette.

LEGAL/POLICY IMPLICATIONS:

Approvals would be signed under the provisions of Regulation 19B of the *Environmental Protection (Noise) Regulations 1997* permitting notifiable events to exceed the standard levels of the Regulations.

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL**FINANCIAL/BUDGET IMPLICATIONS:**

There are no financial/budget implications resulting from this report or its recommendation.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications resulting from this report or its recommendation.

ENVIRONMENTAL IMPLICATIONS:

The Regulations focus on the impact of noise on public health and amenity. If events are not managed appropriately, noise from the events may have a negative health impact that outweighs the social benefits of such events.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Strategic Community Plan 2017 - 2027.

Plan	Outcome	Objective
Strategic Community Plan	A City alive with activity.	1.2 "Inspire and strengthen community spirit through community activities and events".

COMMUNITY ENGAGEMENT:

Community engagement was conducted in accordance with the requirements recommended in the guidelines prepared by the Department of Water and Environmental Regulation (DWER) and the City's Community Engagement Policy. This report provides a summary of the feedback received.

Residents aggrieved by the decision to approve Calista Oval as a venue for cultural and entertainment events will have further opportunity to appeal the decision when the Notice of Appellable Decision in the form of Attachment B is published in the Government Gazette for a period of 21 days.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Events are not managed effectively.
Risk Theme	Unreasonable noise
Risk Effect/Impact	Complaints from the community about unreasonable noise from the events.

12.1 NOTICE OF VENUE APPROVAL FOR CULTURAL AND ENTERTAINMENT EVENTS – CALISTA OVAL

Risk Assessment Context	Reputational Compliance
Consequence	Minor
Likelihood	Likely
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce (Mitigate the risk)
Response to risk treatment required/in place	On-going management of notifiable events at the approved venue. Restrictions on number of events. Restrictions on noise levels. Requirements to monitor noise levels. Requirements to manage complaints during the event. Annual review of the noise management plan with ability to amend or revoke the Noise Management Plan.
Rating (after treatment)	Low

COUNCIL DECISION

272

MOVED CR D WOOD**SECONDED CR S LEE****That Council:**

- 1. Endorse the Chief Executive Officer to conditionally approve by Notice (as per Attachment A), Calista Oval at 2 Walgreen Crescent, Calista as a venue for cultural and entertainment events under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997*.**
- 2. Endorse the Chief Executive Officer to execute a Notice of Appellable Decision for gazettal (as per Attachment B), Calista Oval at 2 Walgreen Crescent, Calista as a venue for cultural and entertainment events under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997*.**

CARRIED
7/0

**ENVIRONMENTAL PROTECTION (NOISE) REGULATIONS 1997
REGULATION 19B**

Approval No. 03/2018

NOTICE OF VENUE APPROVAL – CALISTA OVAL

1. WHEREAS I AM SATISFIED THAT:
 - a) City of Kwinana is the occupier of the venue known as Calista Oval, Lot C414 (2) Walgreen Cres Calista ('the VENUE');
 - b) City of Kwinana has applied for a venue approval in accordance with Regulation 19B(2) of the *Environmental Protection (Noise) Regulations 1997* ('the REGULATIONS');
 - c) the VENUE is a venue at which a number of notifiable events may be held for the purposes of Regulation 19B(1) of the REGULATIONS;
 - d) the persons specified in Regulation 19B(8) of the REGULATIONS have been given a reasonable opportunity to make a submission on whether or not the VENUE should be approved,

NOW I HEREBY APPROVE the VENUE, subject to the conditions contained in the Schedule to this approval, for the purposes of Regulation 19B of the REGULATIONS ('VENUE APPROVAL').

2. The VENUE APPROVAL has effect for a period of three (3) years from the date of publication in the Government Gazette.
3. The following conditions in the Schedule to this approval are HEREBY DESIGNATED AS ANCILLARY CONDITIONS for the purposes of Regulation 19C of the REGULATIONS:
 - i. Condition 4. Complaint response service
 - ii. Condition 5. Advice to residents
 - iii. Condition 6. Community consultation
 - iv. Condition 8. Control of sound levels.

Dated the day of 2018

Joanne Abbiss
CHIEF EXECUTIVE OFFICER
City of Kwinana
(Person delegated under section 20 of the *Environmental Protection Act 1986*)

Environmental Protection (Noise) Regulations 1997
Regulation 19B SCHEDULE

(This schedule comprises five (5) pages and one map)

In this schedule –

CEO means the Chief Executive Officer of City of Kwinana;

condition means a condition of the venue approval contained within this Schedule;

financial year means the period of twelve months ending on 30 June;

inspector means an inspector as defined by the *Environmental Protection Act 1986*;

major event means a notifiable event that meets the requirements of conditions 17, 18 and 19;

minor event means a notifiable event that meets requirements of conditions 9, 10 and 11;

moderate event means a notifiable event that meets the requirements of conditions 13, 14 and 15;

moderate event (within Skate Park only) means a notifiable event that meets the requirements of conditions 17, 18 and 19;

notifiable event means as per Regulation 19B(1) of the Regulations; a sporting, cultural or entertainment event that —

- a) is open to the public; and
- b) is likely to result in noise emissions, other than community noise, that do not comply with the standard prescribed under Regulation 7; and
- c) is not an approved event or an event for which application for approval under Regulation 18 has been made.

noise sensitive premises means a noise sensitive premises as defined by the Regulations;

notice of ancillary conditions means a notice issued under Regulation 19D(5) of the Regulations;

performance(s) means an activity at a notifiable event that is likely to result in the emission of noise in contravention of the standard prescribed under Regulation 7 of the *Environmental Protection (Noise) Regulations 1997*;

Regulations means the *Environmental Protection (Noise) Regulations 1997*;

unexpected incident means an incident, resulting in a substantial disruption to an event, the occurrence of which is beyond the immediate control of the City of Kwinana and/or a person who holds a notifiable event at the venue. This means an accident or emergency, a breakdown of essential plant or equipment or the like, which directly results in the delay of a performance; and

venue approval means an approval issued under Regulation 19B of the *Environmental Protection (Noise) Regulations 1997* to City of Kwinana as occupiers of Calista Oval.

The VENUE APPROVAL is subject to the following conditions:

Sound system testing

1. The duration of the sound system tests shall not exceed one hour on the day before a NOTIFIABLE EVENT and one hour on the day of a NOTIFIABLE EVENT.
2. The sound system tests shall be held between 9:00am and 7:00pm on the day before a NOTIFIABLE EVENT and not before 9:00am on the day of a NOTIFIABLE EVENT.

Unexpected incident

3. The finishing time specified in conditions 10, 11, 14, 15, 18 and 19 may be extended to not later than ten (10) minutes past the required finishing time on the day of a NOTIFIABLE EVENT, provided that -
 - (a) it is not reasonable and practicable to comply with the finishing time because an UNEXPECTED INCIDENT occurs during a NOTIFIABLE EVENT;
 - (b) an INSPECTOR from the City of Kwinana is advised of the UNEXPECTED INCIDENT as soon as is practicable after the City of Kwinana or the person conducting a NOTIFIABLE EVENT becomes aware of the occurrence of an UNEXPECTED INCIDENT; and
 - (b) the CEO is notified in writing of the circumstances surrounding the UNEXPECTED INCIDENT within 7 days of the NOTIFIABLE EVENT.

Complaint response service

- 4.*
 - (i) City of Kwinana or the person making notification of a NOTIFIABLE EVENT shall provide a complaint response service for persons who wish to lodge complaints regarding noise from activities associated with a NOTIFIABLE EVENT.
 - (ii) The complaint response service shall comprise a telephone service that can always be answered in person by an operator. An answering machine response is not acceptable.
 - (iii) The complaint response service shall be attended at all times during a NOTIFIABLE EVENT.
 - (iv) The operator who received the complaint shall immediately notify an INSPECTOR from the City of Kwinana. Any direction to reduce the sound levels generated by any noise generating equipment including public address systems shall be complied with forthwith.
 - (v) City of Kwinana or the person making notification of a NOTIFIABLE EVENT shall compile and forward a report detailing all calls received by the complaint response service to the City of Kwinana Environmental Health Services by no later than three (3) working days after a NOTIFIABLE EVENT. The report should contain the caller's full name, address, telephone number (where those details are provided by the caller), the specific nature of the complaint and date and time of the call.

Advice to residents

- 5 * Notice of the starting and completion times for a NOTIFIABLE EVENT and the establishment of the complaint response service, its telephone number(s) and the times of operation, shall be publicised by the City of Kwinana or the person making notification of an event, not later than four (4) days prior to the date of a scheduled NOTIFIABLE EVENT -
- (a) in the City of Kwinana website; and
 - (b) by means of a flyer distributed to all NOISE SENSITIVE PREMISES in the area shown shaded on the attached map.

Community consultation

- 6.*
- (i) City of Kwinana is to conduct a community survey to assess community attitudes to NOTIFIABLE EVENTS, to be conducted six months prior to the end of the approval period.
 - (ii) The survey respondents shall be based on written correspondence with a representative sample of occupiers of all NOISE SENSITIVE PREMISES within one kilometre of the venue.
 - (iii) A report on the survey is to be forwarded to the CEO within three months of conducting the survey.

Event approval under Regulation 18

7. Where the CEO approves an additional event under Regulation 18 of the REGULATIONS that is outside this schedule of conditions of the VENUE APPROVAL in any given FINANCIAL YEAR, and which would otherwise be similar in nature to a MAJOR EVENT under this schedule of conditions; the number of MODERATE EVENTS would be reduced by one for every MAJOR EVENT approved in that same FINANCIAL YEAR.

Responsible Persons

- 8.* City of Kwinana shall provide the names and contact telephone numbers of two persons who represent City of Kwinana and who shall be present and contactable during the course of any NOTIFIABLE EVENT by the City of Kwinana if required. The names and contact telephone numbers of those persons shall be provided to the CEO by 2:00pm on the Friday prior to the date of any NOTIFIABLE EVENT.

MINOR EVENT

Maximum duration of minor events

9. The maximum duration for PERFORMANCES and/or music associated with a MINOR EVENT is no longer than four (4) hours.

Starting and finishing times

10. The starting time for PERFORMANCES at any MINOR EVENT shall not be earlier than 9:00am and the completion time for PERFORMANCES at any MINOR EVENT shall not be later than 7:00pm on the same day.

Sound level limits

11. (i) Subject to conditions 3 and 11(ii), the sound level set at the mixer desk resulting from music associated with a MINOR EVENT, shall not exceed –
- $L_{Aeq, 1min}$ level of 75dB(A);
 $L_{Ceq, 1min}$ level of 80dB(C);
- where $L_{Aeq, 1min}$ and $L_{Ceq, 1min}$ are average values taken over one minute, whose level contains the same energy as the fluctuating noise during that period.
- (ii) The sound levels specified in condition 11(i) above may be exceeded for up to 10% of the one-minute periods of the maximum duration between 9:00am and 7:00pm, but shall not be exceeded by more than 3dB(A) and 3dB(C).
- (iii) Where monitoring of sound levels is required by a NOTICE OF ANCILLARY CONDITIONS for a NOTIFIABLE EVENT, it shall be carried out using monitoring equipment that complies with Regulation 22 of the REGULATIONS. For the purposes of condition 11(i) the readings of sound levels recorded by the monitoring equipment shall be taken to the nearest 0.1dB, and shall be taken to have exceeded the sound levels referred to in condition 19(i) if those levels are exceeded by more than 0.2dB.

Maximum number of minor events

12. No more than ten (10) MINOR EVENTS are to be held per FINANCIAL YEAR.

MODERATE EVENT

Maximum duration of moderate events

13. The maximum duration for PERFORMANCES and/or music associated with a MODERATE EVENT is no longer than five (5) hours.

Starting and finishing times

14. The starting time for PERFORMANCES at any MODERATE EVENT shall not be earlier than 9:00am and the completion time for PERFORMANCES at any MODERATE EVENT shall not be later than 10:30pm on the same day.

Sound level limits

15. (i) Subject to condition 3 and 15(ii), the sound level set at the mixer desk resulting from music associated with a MODERATE EVENT shall not exceed –
- $L_{Aeq, 1min}$ level of 80dB(A);
 $L_{Ceq, 1min}$ level of 90dB(C);
- where $L_{Aeq, 1min}$ and $L_{Ceq, 1min}$ are average values taken over one minute, whose level contains the same energy as the fluctuating noise during that period.
- (ii) The sound levels specified in condition 15(i) above may be exceeded for up to 10% of the one-minute periods of the maximum duration between 9:00am and 10:30pm, but shall not be exceeded by more than 3dB(A) and 3dB(C).

- (iii) Where monitoring of sound levels is required by a NOTICE OF ANCILLARY CONDITIONS for a NOTIFIABLE EVENT, it shall be carried out using monitoring equipment that complies with Regulation 22 of the REGULATIONS. For the purposes of condition 15(i) the readings of sound levels recorded by the monitoring equipment shall be taken to the nearest 0.1dB, and shall be taken to have exceeded the sound levels referred to in condition 15(i) if those levels are exceeded by more than 0.2dB.

Maximum number of moderate events

- 16. Subject to condition 7, no more than six (6) MODERATE EVENTS are to be held per FINANCIAL YEAR.

MODERATE EVENT (within Skate Park Only)

Maximum duration of moderate events (within Skate Park Only)

- 17. The maximum duration for PERFORMANCES and/or music associated with a MODERATE EVENT (within Skate Park only) is no longer than five (5) hours.

Starting and finishing times

- 18. The starting time for PERFORMANCES at any MODERATE EVENT (within Skate Park only) shall not be earlier than 9:00am and the completion time for PERFORMANCES at any MODERATE EVENT (within Skate Park only) shall not be later than 10:30pm on the same day.

Sound level limits

- 19. (i) Subject to condition 3 and 15(ii), the sound level set at the mixer desk resulting from music associated with a MODERATE EVENT (within Skate Park only) shall not exceed –
 - $L_{Aeq, 1min}$ level of 90dB(A);
 - $L_{Ceq, 1min}$ level of 100dB(C);where $L_{Aeq, 1min}$ and $L_{Ceq, 1min}$ are average values taken over one minute, whose level contains the same energy as the fluctuating noise during that period.
- (iv) The sound levels specified in condition 15(i) above may be exceeded for up to 10% of the one-minute periods of the maximum duration between 9:00am and 10:30pm, but shall not be exceeded by more than 3dB(A) and 3dB(C).
- (v) Where monitoring of sound levels is required by a NOTICE OF ANCILLARY CONDITIONS for a NOTIFIABLE EVENT, it shall be carried out using monitoring equipment that complies with Regulation 22 of the REGULATIONS. For the purposes of condition 15(i) the readings of sound levels recorded by the monitoring equipment shall be taken to the nearest 0.1dB, and shall be taken to have exceeded the sound levels referred to in condition 15(i) if those levels are exceeded by more than 0.2dB.

Maximum number of moderate events (within Skate Park only)

- 20. Subject to condition 7, no more than two (2) MODERATE EVENTS (within Skate Park only) are to be held per FINANCIAL YEAR.

MAJOR EVENT

Exclusion from venue approval

21. Events that are expected to exceed the levels set for MODERATE EVENTS are not permitted under this venue approval.

Applications for major events

22. A separate application for a MAJOR EVENT may be made to the CEO under Regulation 18 of the Regulations.

Maximum number of major events

23. No more than two (2) MAJOR EVENTS are to be approved per FINANCIAL YEAR.

NOTE: Conditions denoted * have been designated in this schedule as ancillary conditions for the purposes of Regulation 19C of the *Environmental Protection (Noise) Regulations 1997*.

Dated the day of 2018

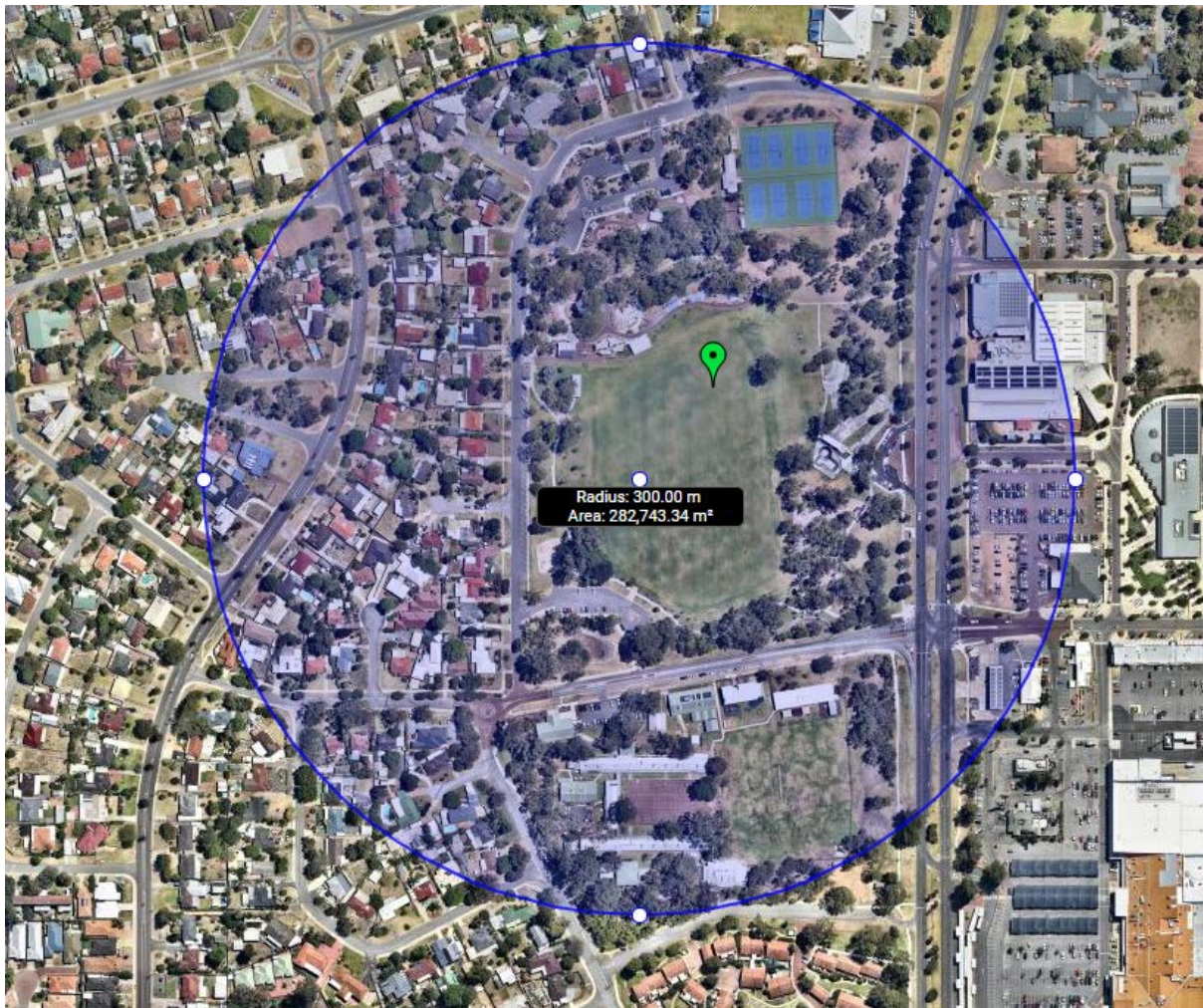
Joanne Abbiss

CHIEF EXECUTIVE OFFICER

City of Kwinana

(Person delegated under section 20 of the *Environmental Protection Act 1986*)

Attachment: Calista Oval



**ENVIRONMENTAL PROTECTION ACT 1986
NOTICE OF APPELLABLE DECISION**

It is hereby notified for public information that the Chief Executive Officer of City of Kwinana, acting under delegation from the CEO under the *Environmental Protection Act 1986*, has made the following appellable decisions pursuant to Division 7 of the *Environmental Protection (Noise) Regulations 1997*, in relation to an application for approval of a sporting, cultural or entertainment venue, namely the 'Notice of Venue Approval – Calista Oval' dated 12 September 2018:

- (a) approval of the venue;
- (b) the imposition of conditions on the approval of the venue; and
- (c) the specification of the period of three (3) years as the period for which the approval has effect.

Copies of the approval notice, including the conditions of the approval, are available from City of Kwinana offices at Cnr Gilmore Ave and Sulphur Road Kwinana Town Centre WA 6167 of City of Kwinana.

Any person who is aggrieved by any of the above decisions may lodge an appeal.

An appeal must be lodged within 21 days from the date of publication of this notice in the Government Gazette. The grounds for the appeal must be clearly stated.

Appeals are to be addressed to the Minister for the Environment and lodged with –

**Appeals Convenor for the Environmental Protection Act
Level 22, Forrest Centre
221 St Georges Terrace
PERTH WA 6000**

Appeals can also be lodged by hand delivery, by email to admin@appealsconvenor.wa.gov.au or by fax to (08) 6467 5199.

The appeal must be accompanied by a \$50 fee. For further information about appeals, see 'Types of appeal, Noise Regulations' on the Appeals Convenor's website www.appealsconvenor.wa.gov.au or phone (08) 6467 5190.

Dated the day of 2018

Joanne Abbiss
CHIEF EXECUTIVE OFFICER
City of Kwinana

13 Reports – Economic

Nil

14 Reports – Natural Environment

14.1 Sustainable Water Management Plan

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

A review of the City's Sustainable Water Management Plan (2013-2017) has been undertaken. Following considerable internal consultation and assessment, a revised Sustainable Water Management Plan (2018-2023) has been prepared to reflect the City's actions in this area moving forward. This report provides an update on progress towards our sustainable water management goals so far and seeks the adoption of the reviewed plan and goals.

OFFICER RECOMMENDATION:

That Council:

1. Adopt the Sustainable Water Management Plan (2018-2023) as per Attachment A.
2. Adopt the following reviewed goals and incorporate them into the City's Corporate Business Plan 2018 – 2023 KPI's;
 - a. To reduce scheme water consumption by 5% on 2016/17 levels by 2023; and
 - b. Maintain groundwater abstraction at 2016/17 levels until 2023.

DISCUSSION:

In 2013 the City adopted a Sustainable Water Management Plan to address water availability and water quality issues.

This plan has now expired. During the implementation of the plan best practice evolved and the City gained valuable experience in implementing water management projects. It is therefore now appropriate to create a new plan in order to continue to improve the City's water management.

Since the original Sustainable Water Management Plan was adopted in 2013 a number of initiatives have been implemented to reduce the City's water use and address water quality issues including;

- Water monitoring and leak detection – 10 buildings have been fitted with water data loggers and a real time monitoring system has been installed at the Recquatic. These have detected several large leaks saving approximately 12 million litres of water.
- Public Toilet Retrofit - Inefficient toilets and urinals were replaced at Sloan's Reserve, Rhodes Park, Medina Oval and Challenger Beach.
- Administration Building and Depot water efficiency retrofit – Water efficient toilets, flow restrictors, sub-meters and low flow showerheads were installed at the Depot and the Administration Building. This saves approximately 900,000 litres of water per year.

14.1 SUSTAINABLE WATER MANAGEMENT PLAN

- Centralised Irrigation Control which allows for detailed water budgeting based on the quality of turf or garden required and seasonal conditions.
- Replacement of particularly poorly performing irrigation systems at Calista Oval and the Administration Centre.
- Water Sensitive Urban Design at the Kwinana Adventure Park - The Kwinana Adventure Park project included the installation of four raingardens (gardens which filter stormwater).
- Local Planning Policy No 1 Landscape Feature and Tree Retention – this planning policy aims to retain vegetation in new development sites which assists with stormwater attenuation and treatment.
- Builders litter and illegal dumping project - Keep Australia Beautiful funding was sourced to tackle illegal dumping and builders litter in Millar Wellard reserve. This project included the installation of two covert cameras, two litter cleanups, signage and a letter drop to neighbours encouraging them to report littering.
- An ongoing program to tackle illegal dumping including covert cameras, restricting access to known hotspots and enforcement.
- Ongoing restoration of the City's wetlands through weed control and planting with appropriate endemic species.

The City has been recognised as a Gold Waterwise Council under the Waterwise Council program run by the Water Corporation and the Department of Water and Environmental Regulation.

The new Sustainable Water Management Plan (2018-2023) was drafted over six months. It involved;

1. Collating and analysing the City's most recent water data;
2. Reviewing current best practice; and
5. Determining new priorities and actions.

The plan presents the City's water data and progress towards the previous goals. It also presents new goals and a new set of actions for implementation over the coming five years`.

The proposed new goals are;

1. To reduce scheme water consumption by 5% on 2016/17 levels by 2023; and
2. Maintain groundwater abstraction at 2016/17 levels until 2023.

The plan was also reviewed to align more closely with the Water Sensitive Cities Index developed by the CRC for Water Sensitive Cities. This Index is used as part of the Waterwise Councils program. Aligning our plan with the Water Sensitive Cities Index will ensure we are able to continue to meet the requirements of this program. The objectives of the Index are;

- Ensure Good Water Sensitive Governance;
- Increase Community Capital;
- Improve Productivity and Resource Efficiency;
- Improve Ecological Health;
- Ensure Quality Urban Space;
- Achieve Equity of Essential Services; and
- Promote Adaptive Infrastructure.

14.1 SUSTAINABLE WATER MANAGEMENT PLAN

The major actions in the new plan include participating in the Water Corporation's Waterwise Aquatic Centre program, installing further leak detection loggers on the remaining 27 scheme water accounts, expanding the current centralised irrigation system and tackling litter in the City's reserves.

Water use and progress towards actions in the plan will be monitored and reported on annually as part of the Waterwise Council program.

This report seeks adoption of the new plan and goals.

LEGAL/POLICY IMPLICATIONS:

There are no legal/policy implications resulting from this report or its recommendation.

FINANCIAL/BUDGET IMPLICATIONS:

Currently \$2,000 is budgeted for water loggers in this financial year. Further funds will be requested for more loggers as part of the half yearly Budget Review process. This annual budget will need to increase in future years to complete installation of loggers on the remaining 27 scheme water accounts as outlined in the plan. The financial returns on data loggers easily exceed the initial capital cost as they generally pay for themselves after they have detected their first leak. The 11 loggers installed over the previous two years cost approximately \$16,500 while they have saved an estimated \$30,000 in avoided scheme water use.

A business case will be prepared for each additional project and submitted as part of the normal budgeting process.

ASSET MANAGEMENT IMPLICATIONS:

Reducing water use can reduce water costs. Detecting leaks can avoid asset damage. Resource efficiency is therefore becoming an increasingly important part of asset management.

ENVIRONMENTAL IMPLICATIONS:

The actions in the Sustainable Water Management Plan will assist to improve the ecological health of our wetlands and reserves. They will also help to reduce scheme and groundwater consumption and therefore improve the resource efficiency of our facilities.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	A water-wise City	Objective 3.4 Encourage and exercise best practice water management

14.1 SUSTAINABLE WATER MANAGEMENT PLAN**COMMUNITY ENGAGEMENT:**

There are no community engagement implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Increasing water costs
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Likely
Rating (before treatment)	High
Risk Treatment in place	Reduce - mitigate risk by reducing water use

Risk Event	Reduced water availability for parks and facilities
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial Environment
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Almost certain
Rating (before treatment)	High
Risk Treatment in place	Mitigate risk by improving irrigation efficiency Prepare contingency plans for additional water sources - in the event severe water shortages occurs

COUNCIL DECISION**273****MOVED CR S MILLS****SECONDED CR D WOOD**

That Council:

- 1. Adopt the Sustainable Water Management Plan (2018-2023) as per Attachment A.**
- 2. Adopt the following reviewed goals and incorporate them into the City's Corporate Business Plan 2018 – 2023 KPI's;**
 - a. To reduce scheme water consumption by 5% on 2016/17 levels by 2023; and**
 - b. Maintain groundwater abstraction at 2016/17 levels until 2023.**

CARRIED
7/0

City of Kwinana

Sustainable Water Management Plan (2018-2023)

September 2018



Belgravia Dampland

Introduction and context

Our water resources and systems are under increasing pressure from population growth and climate change. These dual pressures are reducing water availability, increasing flood risk and degrading wetland environments.

Local governments have a responsibility to manage water systems to meet these challenges in an environmentally responsible way while, at the same time, enhancing the livability and resilience of the City. This approach has been encapsulated in the term “Water Sensitive Cities” (CRC for Water Sensitive Cities, 2018). This concept encompasses water management in all parts of the water cycle as they are closely related and interconnected. A Water Sensitive City considers the following:

- Stormwater quality treatment,
- Reducing scheme and groundwater use,
- Reuse of alternative water sources such as wastewater,
- Protection of waterway health,
- Reducing urban heat, and
- Mitigating flood risk.

In doing this, a Water Sensitive City will also consider the many other objectives a local government has for public open space and infrastructure. In particular, providing useable and beautiful public areas and supporting local biodiversity. The CRC for Water Sensitive Cities has encapsulated this in seven goals which are;

- Ensure Good Water Sensitive Governance,
- Increase Community Capital,
- Improve Productivity and Resource Efficiency,
- Improve Ecological Health,
- Ensure Quality Urban Space,
- Achieve Equity of Essential Services, and
- Promote Adaptive Infrastructure. (CRC for Water Sensitive Cities, 2018).

In 2013 the City of Kwinana adopted a Sustainable Water Management Plan (City of Kwinana, 2013) to outline how the City would move towards becoming a Water Sensitive City.

In that time the City has gained experience in implementing water management projects and best practice has evolved. It is now appropriate to review the plan in light of this experience in order to continue to improve the City's water management. The actions from the previous plan are listed in Appendix A along with notes explaining the City's progress towards their implementation.

This review was completed over six months in the first half of 2018. It involved;

1. Collating and analysing the City's most recent water data.
2. Reviewing current best practice.
3. Assessing the City's performance against the previous plan.
4. Checking each of the measures originally proposed to determine if they had been completed or were no longer appropriate.
5. Determining new priorities and actions.

Rather than addressing the entire suite of issues addressed by the Water Sensitive Cities framework, issues were prioritised that were most relevant to the City and practical actions selected to address these issues. This was done as part of a review meeting held on 22 March 2018 with staff from across the City's departments. Further input was sought from relevant staff who were unable to attend.

Why act on sustainable water management?

The City has recognised its responsibility to act on sustainable water management. The latest review of the Strategic Community Plan (City of Kwinana, 2017) completed in 2017 includes the following objective.

Objective 3.4 Encourage and exercise best practice water management

The City also participates in the Waterwise Council Program run by the Water Corporation and the Department of Water and Environmental Regulation (Water Corporation, 2018). This program involves an annual re-accreditation process where the City must address a series of Waterwise criteria and report on our water management activities. This program is aligned with the Water Sensitive Cities approach and Councils must report on each of the seven goals. The City has been accredited as a Waterwise Council under this program and has achieved the higher Gold Waterwise Council status for two years in a row. The criteria for the Waterwise Council program has been incorporated into this plan.

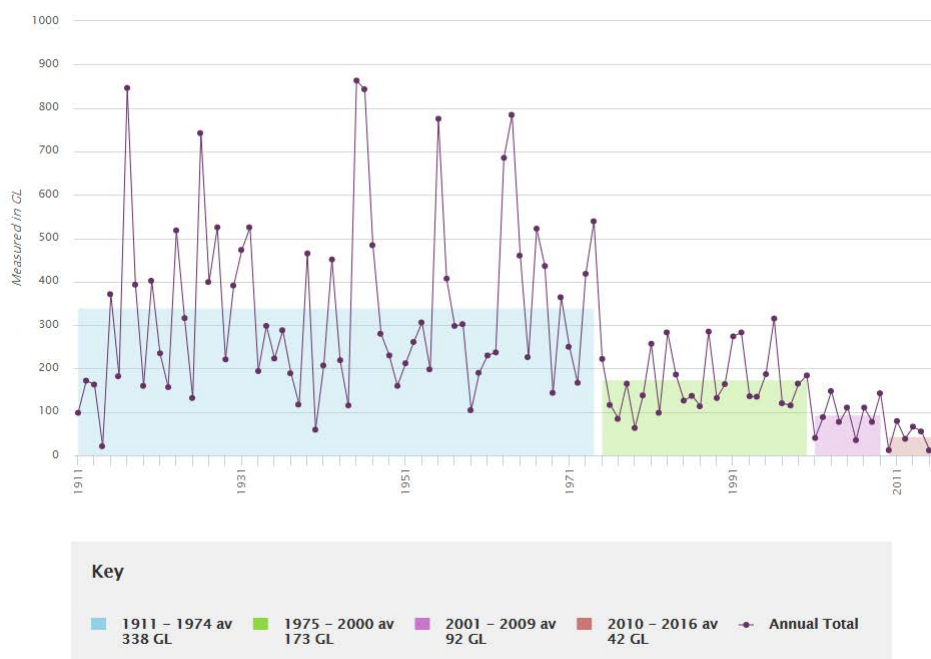
Water issues in the City of Kwinana

When considering the best course of action it is important to assess what the major water issues and priorities for the City are. These are described below.

1) Water availability

Rapid population growth and increasing groundwater extraction are depleting the quality and availability of our scheme and groundwater resources. Climate Change is likely to result in further decline in rainfall over the South West of Western Australia. (Department of Water, 2009). Figure 1 below illustrates the rapid reduction in run-off to dams in the south-west over the last 30 years.

**Figure 1 Yearly streamflow for major surface water sources
(source: the Water Corporation)**



The availability of groundwater is similarly declining. Many aquifers are now reaching their licensed abstraction limits and many new subdivisions are refused a new groundwater allocation by the Department of Water (Department of Water, 2009).

This reduction in both scheme and groundwater availability means we will no longer enjoy the easy access to cheap water for our pools, parks and gardens that has been

enjoyed in the past. We must adapt and innovate if we are to maintain our community facilities to a level the community expects.

This is particularly relevant to the irrigation of the City's parks and gardens which rely on groundwater for irrigation. The City also owns a large number of buildings and facilities that use scheme water including the Recquatic and Kwinana Adventure Park. There is the opportunity to reduce water use in these facilities through retrofits and leak detection.

2) *Stormwater management*

Wetlands and other natural environments are affected when the quality of water flowing into them changes. Water flowing into a wetland may come from stormwater and groundwater from a large surrounding area encompassing suburbs, roads and industry. Anything that falls on the ground in those areas (fertilisers, sediment, heavy metals, oil, petrol, herbicides etc) is transported by the stormwater and, if it is not treated, can end up in groundwater, wetlands, the ocean and in some areas of Kwinana the Peel Main Drain, which feeds the Peel Harvey estuary (Department of Water 2004).

These pollutants can cause a range of problems. For example;.

- Sediment can smother vegetation, transport toxic pollutants and block stormwater infrastructure.
- Fertilisers can build up in water bodies causing algal blooms (Department of Water 2004).

The City has an opportunity to address these problems by installing treatment measures in our existing stormwater infrastructure and by implementing Water Sensitive Urban Design in our new developments. This approach uses urban planning and design to attenuate stormwater high in the landscape, stopping it from picking up pollutants and reaching our waterways (Melbourne Water, 2018).

This can be achieved by reducing the amount of piped stormwater infrastructure and infiltrating and treating rain high in the catchment with swales, raingardens, rainwater tanks, gross pollutant traps, street trees and sediment ponds. It also involves restoring wetland habitats to improve their ability to filter stormwater.

Water Sensitive Urban Design in new developments is informed by Better Urban Water Management (WAPC and Department of Planning and Infrastructure 2008). This document provides guidance on the implementation of State Planning Policy 2.9 Water Resources (Government of WA, 2006). It is also supported by Liveable Neighbourhoods under *Objective 6 – Ensure that water is protected and managed to maximise efficiency by incorporation of urban water management techniques into the urban design* (Department of Planning, 2015).

3) Litter

Litter was identified specifically as a priority water issue. Illegal dumping, litter from building sites and general public place litter all make their way into reserves and wetlands and eventually into local waterways and the ocean. Plastic litter in particular never biodegrades which makes it easier for it to be washed into waterways where animals mistake it for food or become entangled (Australian Marine Conservation Society, 2018). The City has the opportunity to address illegal dumping and building site management through our local laws and compliance as well as adapting stormwater infrastructure to collect litter.

Water consumption data

Baseline data on both water consumption and water quality within the City has been collected and is presented below. This data allows the City to identify the highest priority areas for action.

Figure 2 Scheme water consumption

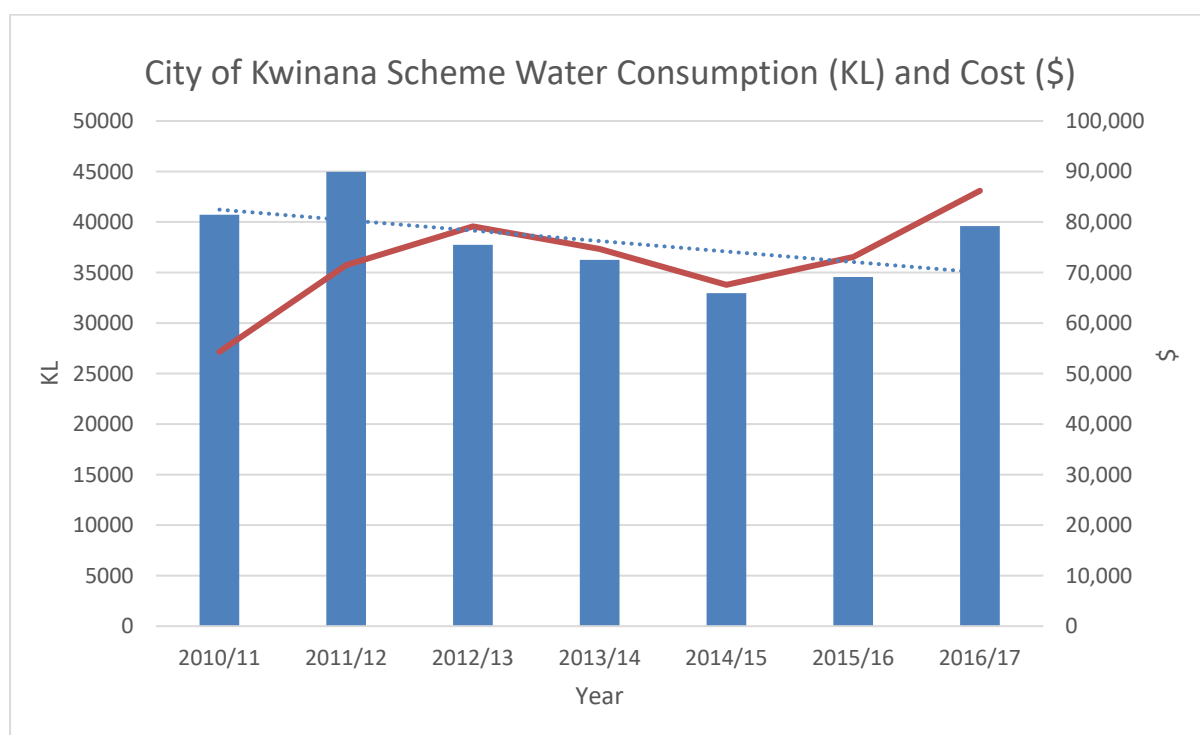


Figure 2 above indicates the City's total scheme water consumption over the past seven years. During this time consumption has varied from between 30,000KL to over 45,000KL per annum. Water use varies naturally due to weather conditions, user behavior and leaks. Calculating a trend line (to account for these variables) indicates that consumption has decreased by approximately 15% over this time.

The dip in consumption around 2014/15 and 2015/16 may have been partially due to the Recquatic closing for refurbishment and the increase in 2016/17 due to the re-opening of the Recquatic and the opening of the Kwinana Adventure Park which includes a Splash Pad. It could be expected that consumption could rise again next year as the Adventure Park only opened part way through the 2016/17 financial year. Water efficiency measures have been implemented but the majority of these took effect in 2015/16 and 2016/17. These measures may have mitigated potential increases over this time. The cost of water has also increased over this time with the City now spending nearly \$90,000 on water each year. The cost per KL has increased from \$1.33 to \$2.18 in that time.

Figure 3 below is per capita scheme water consumption (by City operations) per resident. This graph indicates that the consumption has declined significantly per capita over this time, by approximately 40%.

Figure 3 Operations scheme water consumption per capita

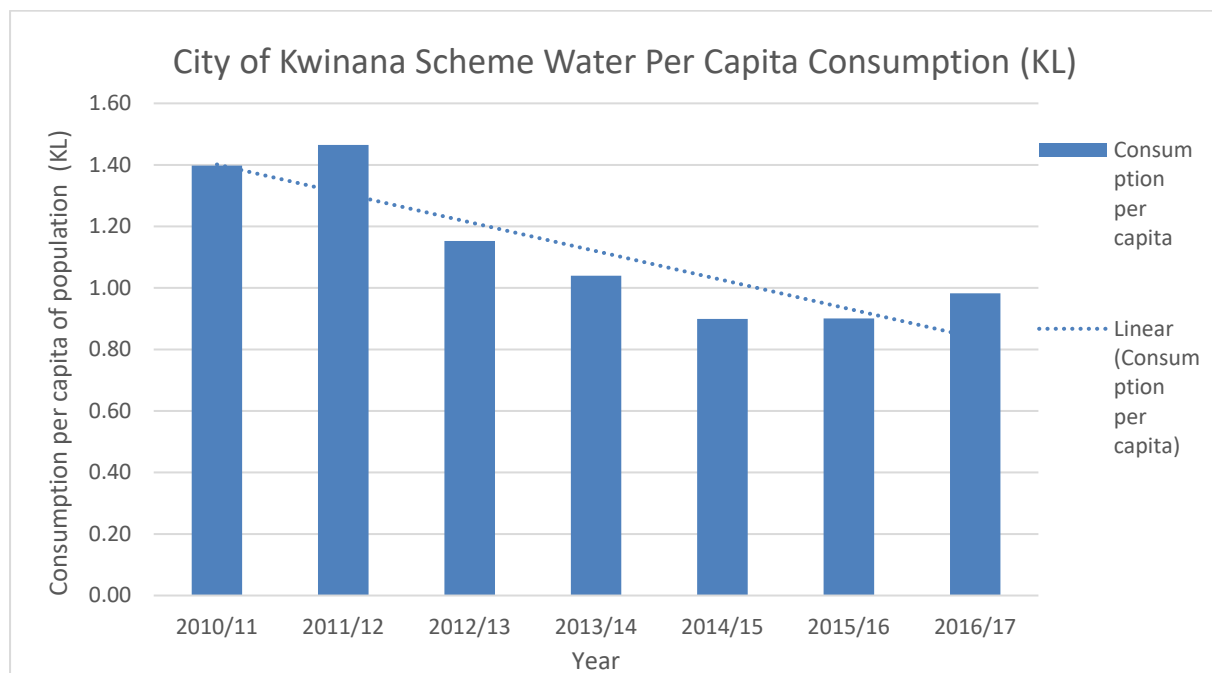


Figure 4 Scheme water consumption breakdown (2016/17)

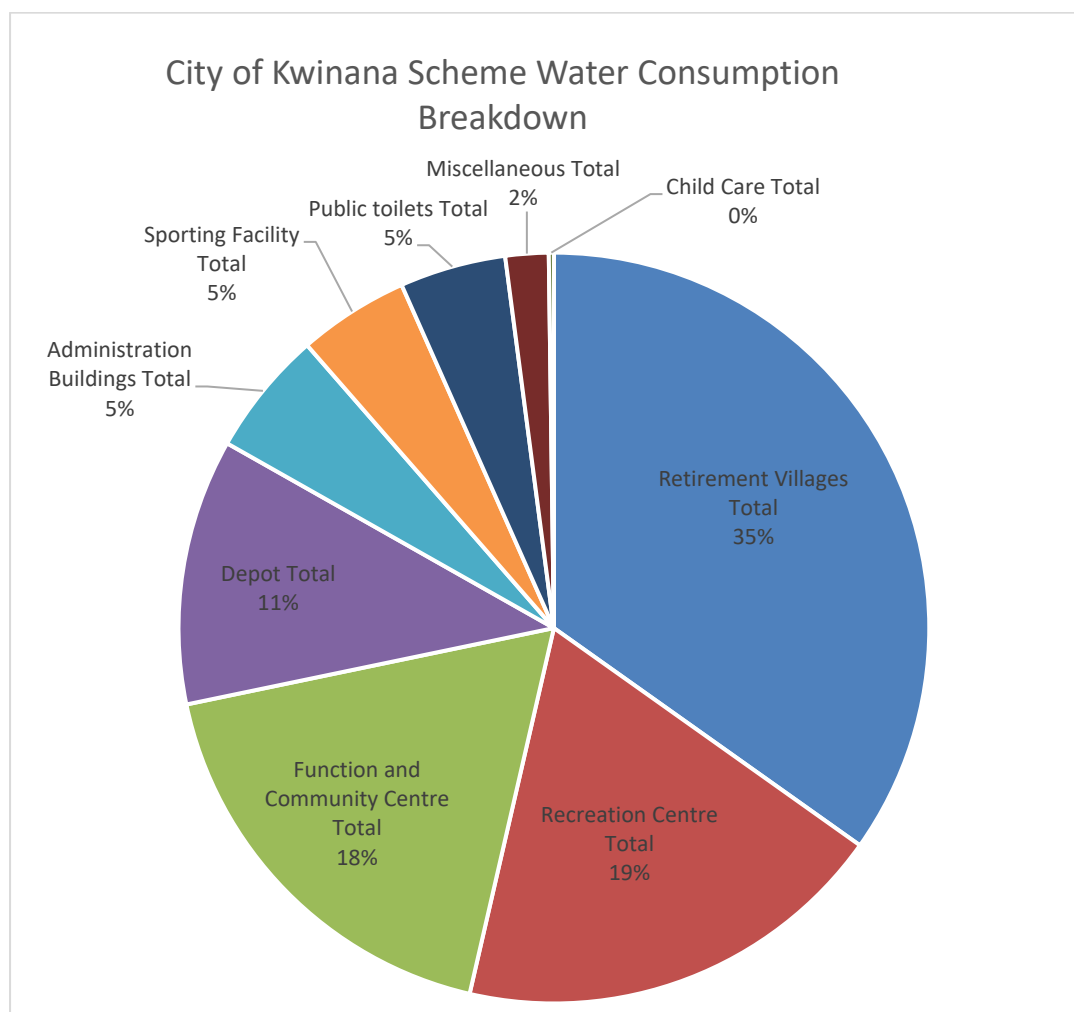


Figure 4 above demonstrates that the City's highest scheme water consumers are Retirement Villages (Banksia Park and Callistemon Court), Recreation Centres and Function and Community Centres.

Figure 5 Top 10 scheme water consuming sites

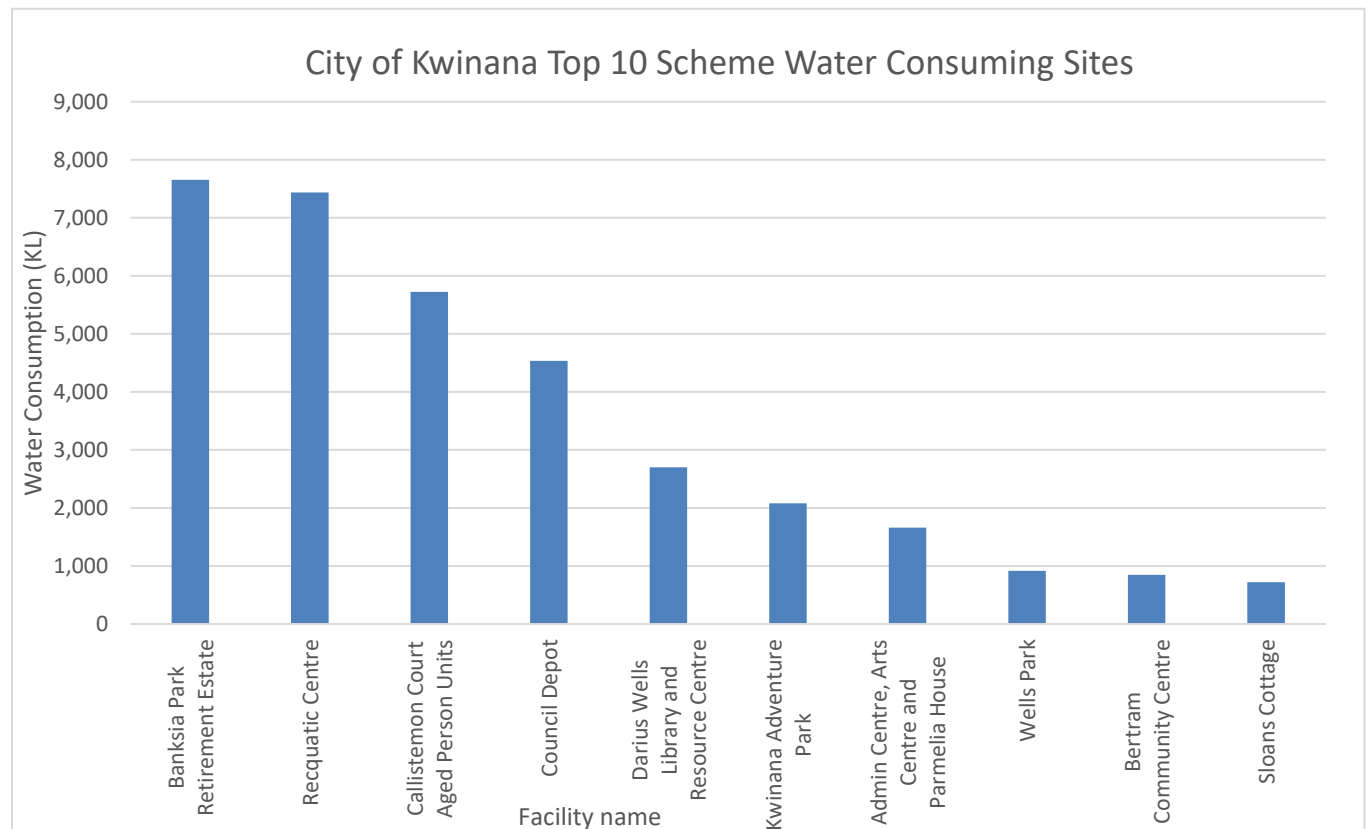


Figure 5 above shows this data broken down further into the top 10 consuming accounts. The high consuming sites listed above will be targeted for water conservation measures.

Progress to date

The City has undertaken a range of actions and policies in the area of sustainable water management over the past five years as part of the Sustainable Water Management Plan (2013-2018).

Scheme water efficiency measures include:

- Water monitoring and leak detection – 10 buildings have been fitted with water data loggers and a real time monitoring system has been installed at the Recquatic. These have picked up several large leaks saving approximately 12 million litres of water.

- Public Toilet Retrofit - Inefficient toilets and urinals were replaced at Sloan's Reserve, Rhodes Park, Medina Oval and Challenger Beach.
- Administration Building and Depot water efficiency retrofit – Water efficient toilets, flow restrictors, sub-meters and low flow showerheads were installed at the Depot and the Administration Building. This saves approximately 900,000 litres of water per year.
- Green Building Policy (new and renovated buildings) - adopted by Council in January 2018. This policy includes water efficiency requirements for new and renovated buildings.

Figure 6 Groundwater abstraction

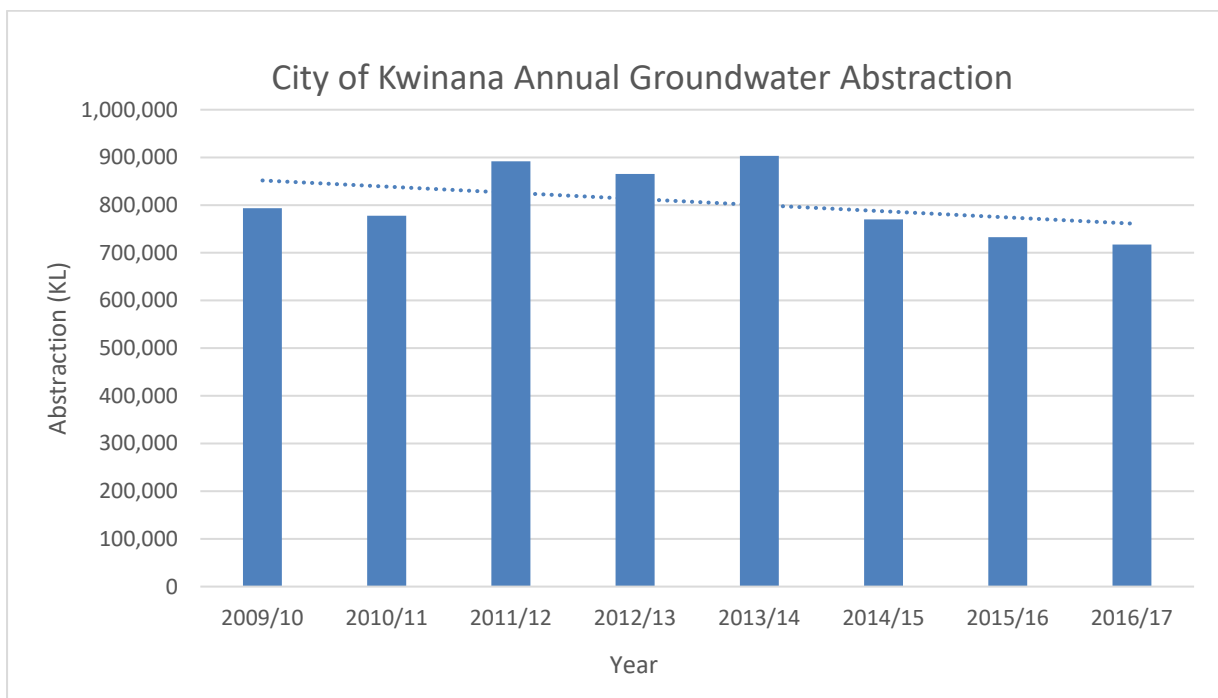
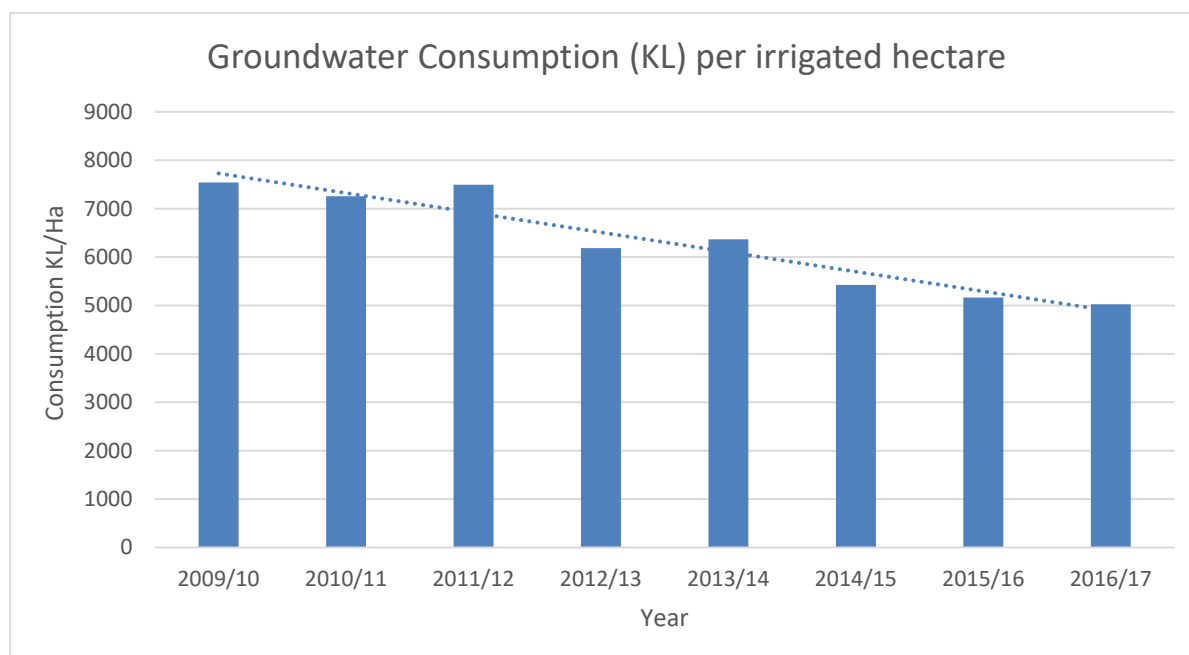


Figure 6 above displays the City's groundwater data for the previous 8 years. The trendline indicates that groundwater consumption has decreased by approximately 15% or 90 million litres over that time.

Figure 7 below indicates groundwater consumption per hectare. This demonstrates that despite the City's growth there has been significant reductions in consumption of over 40% per hectare.

Figure 7 Groundwater abstraction per irrigated hectare



This has been due to work undertaken as part of the City's Groundwater Strategy (2014-2019). The majority of this work has now been done and it is likely that the rate of improvement in water efficiency may now slow down unless there are further advances in best practice.

Groundwater efficiency measures include:

- Centralised Irrigation Control which allows for detailed water budgeting based on the quality of turf or garden required and seasonal conditions. 63% of the City's bores are now attached to this central controller.
- Reviewed the Irrigation Development Guidelines (City of Kwinana, 2014) for new developments to ensure irrigation systems which are handed over to the City are water efficient and compatible with the City's systems.
- Replacement of particularly poorly performing irrigation systems at Calista Oval and the Administration Centre.

Water quality data

A simple and cost effective method for identifying priority water quality actions is to collate a map of water quality "hotspots" in the area. It also allows a visual summary of water quality issues specifically relevant to the City. The information has been taken from the City's

Intramaps database (stormwater infrastructure), Groundwater Operating Strategy (monitoring bores) and Department of Water Spatial Services for the Peel Main Drain and catchment boundary. The map is provided in Figure 8 on the following page.

The map notes the location of the Peel Harvey Catchment Boundary and the Peel Main Drain. The area within the catchment and adjacent to the main drain should be targeted for water quality interventions as they are in the catchment for the Peel Harvey Estuary, an important environment which suffers many water quality issues. Particular care should be taken with development in this area to minimise nutrient export in accordance with State Planning Policy 2.1 Peel Harvey Coastal Plain Catchment (WAPC,2003).

The City's wetlands are also indicated to demonstrate the role they play in treating stormwater and attenuating floods. These wetlands should be protected and rehabilitated to enhance this function.

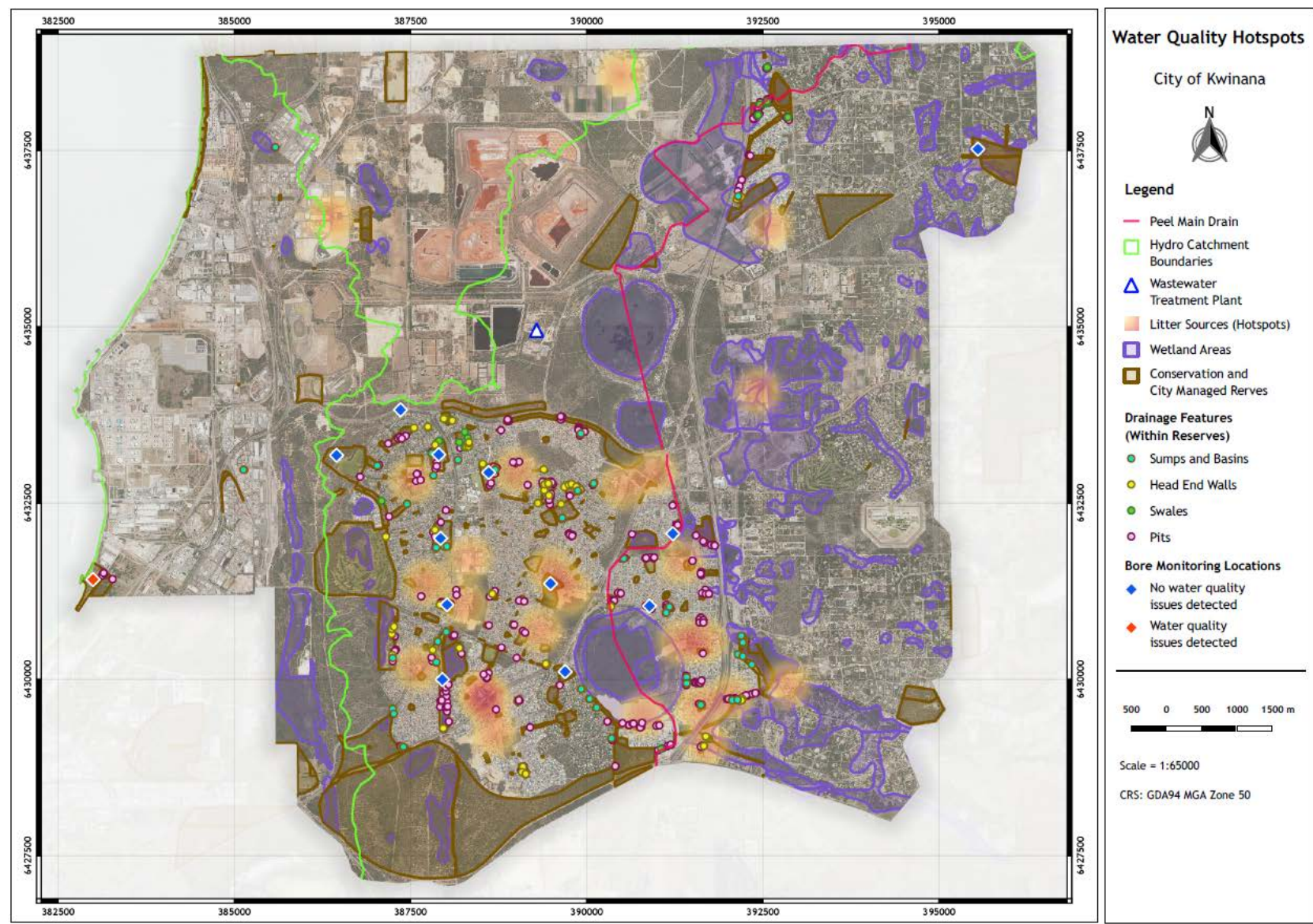
The map also identifies pollutant sources such as sites where litter is generated (such as shopping centres, new developments and train stations) and stormwater infrastructure in reserves with no water quality treatment. This identifies several sites where gross pollutant traps or similar litter and sediment attenuation devices should be installed to prevent litter and sediment entering natural environments. Building sites can also be targeted for verge permit compliance campaigns and education.

The City has undertaken a range of actions and policies in the area of water quality over the past five years including;

- Water Sensitive Urban Design at the Kwinana Adventure Park - The Kwinana Adventure Park project included the installation of four raingardens (gardens which filter stormwater).
- Local Planning Policy No 1 Landscape Feature and Tree Retention – this planning policy aims to retain vegetation in new development sites which assists with stormwater attenuation and treatment.
- Builders litter and illegal dumping project - Keep Australia Beautiful funding was sourced to tackle illegal dumping and builders litter in Millar Wellard reserve. This project included the installation of two covert cameras, two litter cleanups, signage and a letter drop to neighbours encouraging them to report littering.
- Participation in Clean Up Australia Day.

- An ongoing program to tackle illegal dumping including covert cameras, restricting access to known hotspots and enforcement.
- Encouraging developers to include Water Sensitive Urban Design in new developments. This has been particularly important in areas with multiple water related constraints in the Peel Harvey Catchment.
- Ongoing restoration of the City's wetlands through weed control and planting with appropriate endemic species.

Figure 8. Water quality hotspots in the City of Kwinana



Community Education and Engagement

The City can also play a role in educating the community about water conservation and quality issues by delivering education and engagement programs. Existing initiatives include;

- Adopt a Verge Program - This program encourages residents to plant a local native waterwise garden on their verge. This involves free mulch, subsidised local native seedlings through the existing seedling subsidy scheme, a verge gardening tips document, advice and a Verge Gardening Workshop (in 2017 only) where free soil conditioner and soil wetter was handed out to participants.
- Living Smart Sustainable Living Courses – a seven week sustainable living course for residents has been delivered annually for the past 3 years. This course includes modules on home water efficiency and water efficient gardening.
- Switch Your Thinking – The City recently joined Switch Your Thinking, a regional organisation of Councils that delivers sustainability programs to the public. As part of this the City receives public education workshops, access to the Rewards for Residents and Rewards for Businesses program, recognition programs like Switched on Schools and Switched on Businesses, Competitions such as the Young Reinventor of the Year program as well as other grant funded projects.
- Participation in Clean Up Australia Day.

An environmental education strategy will be completed by the City in the 2018/19 financial year. This will incorporate broader sustainability issues, not just water. These existing water education initiatives may be included and expanded on in this strategy.

Water management goals

Within the Water Sensitive Cities Index further detailed SMART (specific, measurable, achievable, results oriented and timebound) goals are required in some cases.

For the *Improve Productivity and Resource Efficiency* objective, quantifiable water conservation goals are able to be set. The following water goals were discussed at a meeting held on 22 March 2018 attended by representatives from Engineering, Environment, Assets, Recreational Services and Parks.

The base year of 2016/17 was chosen as the most recent financial year with a full set of data. The target year, 2023, aligns with the expiry of this plan. The percentage reductions were chosen because they were believed to be achievable based on the actions chosen. It should be noted that these goals are intended to be something to strive for and there will be no penalties if the City fails to achieve them.

Scheme water goal

To reduce scheme water consumption by 5% on 2016/17 levels by 2023.

To achieve this goal the City would need to save approximately 2,000KL each year. The major actions proposed in this plan which will directly save scheme water are leak detection and retrofits at the Recquatic as part of the Waterwise Aquatic Centre program. The savings from leak detection vary greatly from year to year but based on past experience expanding the current leak detection system alone is likely to achieve this goal.

Groundwater goal

Maintain groundwater abstraction at 2016/17 levels until 2023.

The City has been progressively improving water budgeting over several years as well as transferring bores to the centralised controller. This work will be completed over the coming years. The rate of improvement in efficiency of groundwater abstraction is therefore likely to plateau. At the same time the City will take over management of a large number of parks situated in new subdivisions. Climate change will put further pressure on the City to increase irrigation over the summer months. Given all of the above trends this will be an ambitious but achievable goal.

For the following remaining Water Sensitive Cities Index goals it is more difficult to set quantifiable SMART goals;

- Ensure Good Water Sensitive Governance,
- Increase Community Capital,
- Improve Ecological Health,
- Ensure Quality Urban Space,
- Achieve Equity of Essential Services,
- Promote Adaptive Infrastructure. (CRC for Water Sensitive Cities, 2018).

For the above goals this action plan lists a series of actions against each. The objective of this plan is therefore to achieve each of the listed actions.

Implementation plan

The actions and priorities in this list may vary as circumstances and technologies change and funding opportunities become available. Actions that relate to the Waterwise Councils accreditation are noted under the relevant action. Each action is identified as new or existing to identify actions that have been carried forward from the previous plan. The actions are categorised according to the Water Sensitive City Index Goals.

Water Sensitive City Index Goal - Improve Productivity and Resource Efficiency

Ref.	Action	Responsibility	Timeframe	Budget	Measure of success
1	<p>*New* Participate in the Waterwise Aquatic Centre Program (Requirement of Waterwise Councils Program). This includes:</p> <ul style="list-style-type: none"> • Conducting a water audit of the Recquatic Centre to determine opportunities for reducing water use. • Retrofitting appliances to reduce water use. • Utilising real time monitoring to quickly identify leaks. 	Recreation Services, Environment	2019/20	\$2,000 (audit) Cost for retrofitting to be determined in audit.	Reduction in water use. To be quantified as part of audit.
2	<p>*New* Continue to install data loggers on all Council water meters for leak detection purposes. There are 27 accounts remaining to have a logger installed this</p>	Environment	Completed by 2022/2023	\$35,100 (total cost) \$9,000 per	Reduction in water use. The amount will vary widely depending on the leaks

	equates to, on average, 6 installed per year.			year.	found and how long they would have remained unnoticed. In 2016/17 and 2017/18 over 12,000KL was estimated to have been saved equating to approximately \$26,000.
3	*New* Ensure the water requirements within the Green Building Policy are included in the re-furbishment of the Administration Building.	Environment, Assets	2018/2019	To be assessed as part of feasibility study.	Reduction in water use compared to a “standard” building.
4	*New* If a new Depot is constructed - Ensure it complies with the water requirements of the City’s Green Building Policy.	Environment, Assets	2022/2023	To be assessed as part of feasibility study.	Reduction in water use compared to a “standard” building.
5	*New* Investigate providing incentives to residents of Callistemon Court and Banksia Park to adopt water saving behaviours and appliances.	Environment	2019/2020	To be assessed as part of investigation	A water saving showerhead alone can save 5000L per household per year as well as associated hot water

				n.	heating costs.
6	*New* Investigate the water use in the grounds of Callistemon Court and Banksia Park and adopt measures to reduce use where possible.	Environment	2020/2021	To be assessed as part of investigation.	Reduction in water use
7	*Existing* Partner with a developer to trial water tanks in new subdivisions. Research other councils where this has been required.	Environment	2020/2021	\$0 Officer time.	An appropriately sized rainwater tank plumbed to toilets and laundries can save approx. 20% of residential water use. (Department of Water, 2018)
8	*New* Run an annual Waterwise Verge Gardening program, encouraging people to remove lawn and plant a Waterwise and Fertiliserwise Garden instead. This program may include: <ul style="list-style-type: none"> • Providing free mulch to the community. • Providing subsidised local native plant seedlings through the existing Seedling Subsidy Scheme. • Running events providing advice explaining how to plant a Waterwise verge while meeting the 	Environment, Engineering	Ongoing	\$2000 (seedling subsidy scheme)	Number of residents re-vegetating their verge.

	<p>City's verge requirements.</p> <ul style="list-style-type: none"> • Participating in the Water Corporation's Waterwise verge funding program and • Promoting the City's Waterwise Verge tips document. 				
9	<i>*Existing*</i> Review Irrigation Development Guidelines (City of Kwinana, 2014) including refining the water efficiency requirements within these Guidelines.	Parks and Gardens	2018/19	\$0	Irrigation Development Guidelines reviewed.
10	<i>*Existing*</i> Continue to add the remaining 20 bores to the centralised irrigation controller and install Variable Speed Drive pumps as bores are redeveloped.	Parks and Gardens	Annually	Annual Parks and Gardens Budget	All bores are attached to centralised controller.

Water Sensitive City Goals - Improve Ecological Health & Ensure Quality Urban Space

Ref.	Action	Responsibility	Timeframe	Budget	Measure of success
11	<i>*New*</i> Trial litter socks and other litter capture methods with an appropriate maintenance regime in stormwater outlets in reserves and expand to all outlets if successful.	Engineering, Environment	2019/20	\$3,000 each Capital Budget	Reduction of litter, sediment and erosion issues in reserves.

12	*New* Continue the ongoing enforcement of the Verge Permit System. This system provides an enforceable permit which allows the City to fine builders for worksites which allow rubbish and sediment to escape to the verge (and subsequently the stormwater system).	City Assist	Ongoing	Operating budget, internal staff	Reduction in sediment and litter transported to reserves. Reduction in blocked stormwater infrastructure.
13	*Existing* Continue to tackle illegal dumping in the City through the use of education, covert cameras, access restriction and the enforcement of local laws.	Environment/City Assist	Ongoing	Operating budget, internal staff	Reduction in litter transported to reserves. Reduction in blocked stormwater infrastructure.
14	*Existing* Continue to protect and restore City managed wetland habitats through weed control and planting with appropriate endemic species.	Environment	Ongoing	Operating budget, internal staff	Increased vegetated wetland buffer area.
15	*Existing* Continue to participate in Clean Up Australia day and other litter reduction initiatives.	Environment	Ongoing	Operating budget, internal staff	Reduction in litter transported to reserves.
16	*Existing* Encourage developers to implement Water Sensitive Urban Design in new developments including pipeless design in areas with multiple water issues in the Peel Harvey Catchment area. (Requirement of	Engineering/Planning	Ongoing	\$0	All new developments include Water Sensitive Urban Design

	Waterwise Councils Program)				
17	<i>*Existing*</i> Refine maintenance procedures for Water Sensitive Urban Design features to ensure they maintain their function and amenity after handover.	Engineering/Planning/Parks	Ongoing	\$0	All Water Sensitive Urban Design features are appropriately maintained.
18	<i>*Existing*</i> Investigate an appropriate stormwater quality monitoring program to assist with prioritising and designing stormwater retrofits.	Environment	2020/2021	Operating budget.	Improved identification of water quality issues and hotspots.

Water Sensitive City Goals - Increase Community Capital

19	<i>*New*</i> Run an annual 7 week Sustainable Living Course which includes water efficiency and fertiliser wise practices.	Environment	Annually	\$6,500	Number of participants and their committed behaviour changes.
20	<i>*New*</i> Encourage local schools to participate in the Waterwise Schools program. (Requirement of Waterwise Councils Program)	Environment	Annually	\$0	All schools within the City of Kwinana are participating Waterwise Schools.
21	<i>*New*</i> Encourage local developers to participate in the Waterwise Development Program. (Requirement of Waterwise Councils Program)	Environment	Annually	\$0	All new developments are Waterwise developments
22	<i>*New*</i> Deliver education events aimed at reducing plastic	Waste Management	Ongoing	\$0	Number of participants and community satisfaction with

	waste which is a large proportion of the City's litter.	/Environment			the City's sustainability education program.
23	<i>*New*</i> Continue to participate in the Switch Your Thinking environmental education program.	Environment	Annual	\$5000	Number of participants and community satisfaction with the City's sustainability education program.
24	<i>*New*</i> Promote sustainable water management to the community through our communication channels. (Requirement of Waterwise Councils Program)	Marketing	Annual	\$0	Estimated number of people reached.

Water Sensitive City Goals - Ensure Good Water Sensitive Governance

25	<i>*Existing*</i> Continue to use a cross-functional environmental team to consider Council environmental initiatives.	All staff	Ongoing	Dependent on initiatives proposed by the group.	Participation and input from staff.
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Water Sensitive Cities Goal – All

26	<i>*New*</i> Retain the City's Gold Waterwise Council Status.	Environment	Annually	Officer	Successfully retain the Gold Waterwise Council Status
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				time	each year.
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Monitoring and review

The City's Sustainable Water Management Plan is intended to be reviewed and adapted to ensure it remains current and relevant. It is intended that this plan be reviewed midway through the plan cycle in the 2020/2021 financial year.

The review process will be coordinated by the Environment Department with input from relevant staff. Ongoing reviews will ensure the plan stays up to date with changes in policy and new technology. This process will also help to review priority areas, monitor progress towards goals and assess the effectiveness of implemented actions. It will also assist in the preparation of annual reports, budgets and the City's Corporate Business Plan.

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Appendix A Sustainable Water Management Plan 2013-2017 actions and progress

Reference	Action	Notes on progress
1	Incorporate water efficiency into the re-design of Calista Oval as a destination adventure playground and promote as a “waterwise” demonstration park. Calista Oval is one of the City’s least efficient irrigation systems and second highest groundwater consumer.	Complete
2	Complete irrigation auditing of all parks and adjust irrigation scheduling.	Complete
3	Redesign the bubble up next to Sulphur road and Nottingham Parkway to address water quality, erosion and litter issues while minimising impact on Wildflower reserve. This may involve incorporating a bioretention basin and gross pollutant trap.	A litter cage has been installed to minimise litter escape. Further re-design is required.
4	Redevelop the stormwater sump on Bertram Road next to the Peel Main Drain and Bollard Bullrush Swamp to incorporate nutrient stripping.	The re-development of the sump has been postponed until the neighboring land is developed as the sump will need to fit with the design of the development.
5	Carry out a stormwater quality monitoring program to assist with prioritising and designing stormwater retrofits.	Incomplete. Has been included in the updated plan.
6	Partner with a developer to trial water tanks in new subdivisions. Research other councils where this has been required (eg Byford in Serpentine Jarrahdale).	Incomplete. Has been included in the updated plan.

7	Develop a checklist which outlines in detail the water quality and water conservation requirements that the Environment department will be checking when assessing water management plans for new structure plans and subdivisions. This is to provide certainty to developers and ensure water management requirements are addressed early and are therefore more likely to be adopted.	Complete. Engineering Services assesses the Water Management Plans. Environment Department to review the checklist to be incorporated into Engineering's development approval process.
8	Include detailed water management requirements in the current review of the Developer Guidelines.	Complete. This is part of the Irrigation Guidelines.
9	Progress the adoption of the Draft Public Open Space Guidelines which incorporate detailed water management requirements.	Complete. This is part of the Irrigation Guidelines.
10	Implement a Gross Pollutant Trap (GPT) monitoring and education program for all of the City's GPTs to prevent litter overflowing out of the traps and contaminating bushland and wetlands.	Complete
11	Implement a sediment compliance and education program for builders in areas with new construction to prevent the export of sediment to the stormwater system. This will reduce problems with stormwater systems blocking and flooding as well as sediment transporting pollutants and smothering vegetation at the bottom of the catchment.	Complete. This involved including litter and sediment in the Verge Permit System. City Assist will now be enforcing these permits.
12	Develop a business plan for purchasing a sweeper with gully sucker attached to ensure stormwater infrastructure is kept clean and therefore litter is prevented from blocking and overflowing out of the stormwater infrastructure and contaminating bushland and wetlands.	Complete. It was not financially viable to purchase a sweeper.

13	Research best practice environmental techniques for fertiliser and herbicide application and include specifications in the tenders for fertiliser and herbicide application when they are renewed.	Complete. Parks and Gardens incorporate best practice into their fertiliser and herbicide regime.
14	Conduct an inventory of irrigated verges and streetscape gardens in the Wellard area, investigate soil type, plants, existing soil amendment and irrigation system and determine whether changes could be made which would allow their irrigation to be reduced or removed without adverse affect on the landscaping. The Developer Guidelines, Public Open Space Guidelines and Water Management Plan checklist should all prohibit the use of small irrigated streetscape plantings.	Parks and Gardens later felt this would not be the best way to tackle water use in this area and have instead focused on the centralised controller and irrigation scheduling.
15	Trial a small scale weather monitoring station on the irrigation controller at Orelia Oval or Kelly Park.	The centralised controller negates the need to trial this as weather data is collected centrally.
16	Install variable speed bore pumps on bores being replaced with new electrics to allow for more effective hydrozoning. This will also reduce the electricity consumption at the site. The Developer Guidelines, Public Open Space Guidelines and Water Management Plan checklist should require developers to use variable speed bore pumps.	Pumps are being progressively replaced.
17	Renovate priority roundabouts with “waterless” landscaping eg permeable paving or waterless local native landscaping.	Incomplete and has not been included in updated plan as it was felt to be a lower priority.
18	Incorporate water efficiency into the upgrade of Harry McGuigan Park.	Complete

19	Retain dry landscaping during the upgrade of Hennesey Park in fitting with the intention to showcase this park as a natural space.	A small section of the park was ultimately irrigated to improve the amenity of the park. The majority of the park remains as a dry landscape.
20	Install real time water monitoring on the Recquatic Centre.	Complete. Has identified leaks and increasing trends in pool top up which have been investigated. Most notably a 14.3l/minute leak which would not have been identified without the monitoring.
21	Conduct a water audit at Banksia Park Retirement Village and Calistemon Court and retrofit as recommended.	Not completed due to privacy concerns for the residents.
22	Conduct a water audit of the Recquatic Centre to determine opportunities for reducing water use.	A basic water audit has been conducted as part of the City's application to participate in the Waterwise Aquatic Centres program.
23	Conduct a water audit of the Depot to determine opportunities for reducing water use and harvesting water.	Complete. A retrofit was also completed based on the recommendations of this report.
24	Conduct a water audit of Sloans Cottage to determine opportunities for reducing water use.	Complete. The unusually high

		consumption at this site was found to be leaks. A logger has been installed to monitor this site.
25	Monitor water use at the new Darius Wells building and implement user behavior programs to reduce water use if water use is high.	Complete. Data logger has been installed and is monitored at least weekly.
26	Incorporate best practice water management in to the design of shared use ovals at schools.	No new shared use ovals have been established.
27	Implement a backwash reuse and rainwater harvesting project at Recquatic.	Incomplete. Not included in the updated plan as it is not likely to be financially feasible and is a low priority.
28	Replace Administration Building irrigation system with a new system designed to meet industry standards.	Complete
29	Fix leak in hydrotherapy pool balance tank.	Complete
30	Replace pool filters as part of Recquatic Centre plant room refit.	Complete

14.2 Climate Change Mitigation and Adaptation Plan Review

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

City Officers have completed a mid-term review of the existing Climate Change Mitigation and Adaptation Plan (2015-2020). This report provides an update on progress towards achieving existing objectives and seeks the adoption of the reviewed plan and goals.

OFFICER RECOMMENDATION:

That Council:

1. Adopt the Climate Change Mitigation and Adaptation Plan Review as detailed in Attachment A.
2. Adopt the following reviewed goals and incorporate them into the City's Corporate Business Plan 2018 – 2023 KPI's;
 - a. The City of Kwinana will reduce carbon dioxide equivalent emissions from City of Kwinana facilities by 10% per capita of resident population below 2009/10 levels by 2020.
 - b. The City of Kwinana will establish a street tree in front of every property. Where this is not possible the tree will instead be planted in another public area.

DISCUSSION:

In 2015, the City of Kwinana (the City) adopted the Climate Change Mitigation and Adaptation Plan (the plan) with the aim of reducing the City's greenhouse gas emissions and adapting to the impacts of climate change. Since this time, a lot has been learnt through the practical implementation of the plan. There have also been advances in renewable energy, energy efficiency technologies and urban forestry practice. Given the City is half way through the implementation of the plan it was important to review the plan in light of these changes.

The objectives of the review were to:

- Assess how the City is progressing towards the objectives of the plan; and
- Determine whether the plan needs to be updated to reflect learnings, changes in the sector and advances in technology.

The City has undertaken the following tasks as part of the review:

- collated the City's latest carbon emission data;
- assessed whether the measures proposed have been completed or are still practical; and
- Considered new goals and actions in consultation with relevant City Officers.

14.2 CLIMATE CHANGE MITIGATION AND ADAPTATION PLAN REVIEW

Since the original Climate Change Mitigation and Adaptation Plan was adopted in 2015 a number of initiatives have been implemented to reduce carbon emissions and adapt to the impacts of climate change;

- Installed solar panels on the Darius Wells Library and Resource Centre (100kW), Adventure Park (8kW), Business Incubator (15kW) and Bertram Community Centre (10kW). In total the City now has 163kW of solar capacity installed on a variety of buildings which save approximately \$58,000 in electricity costs every year.
- Completed installation of real time energy monitoring on the Recquatic.
- Conducted energy audits at the Administration Building, Koorliny Arts Centre and the Incubator.
- Adopted a Green Building Policy.
- Developed and adopted Local Planning Policy No.1 Landscape Feature and Tree Retention. September 2016.
- Continued to participate in the Cockburn Sound Coastal Alliance.
- Planted 219 advanced street trees in the Industrial area and 106 along Johnson Road in Bertram in 2016/17. In May 2018 the City planted 205 street trees in Bertram and 234 in the Industrial Area. Forty-eight new street trees were planted on request by residents.

The current goals were reviewed based on the City's carbon emission trends. It is proposed that the previous total reduction goal is changed to a per capita reduction to take into account the City's growing population. The proposed revised goal reads;

The City of Kwinana will reduce carbon dioxide equivalent emissions from our own facilities by 10% per capita of resident population below 2009/10 levels by 2020.

A small change is also proposed to the urban greening goal from a street tree planted in front of every house to a street tree in front of every property. This better reflects the street tree planting occurring in industrial areas. The proposed revised goal reads;

The City of Kwinana will establish a street tree in front of every property. Where this is not possible the tree will instead be planted in another public area.

A time frame has not yet been attached to this goal. This can only happen once the current street trees are surveyed, and the City calculates how many will be required and the cost of this initiative has been determined. Action six within the Review is aimed at collecting this data.

It should be noted that these goals are aspirations to encourage action and there will be no consequences if they are not achieved despite the City's best efforts.

The reviewed plan also presents a new set of actions for implementation over the coming two years until the plan expires. The major actions include installing solar panels on Council buildings, implementing the Green Building Policy for new buildings and refurbishments and investigating the business case for switching streetlights to high efficiency lighting types.

This report seeks adoption of the review document including the reviewed goals.

14.2 CLIMATE CHANGE MITIGATION AND ADAPTATION PLAN REVIEW

LEGAL/POLICY IMPLICATIONS:

There are no legal/policy implications resulting from this report or its recommendation.

FINANCIAL/BUDGET IMPLICATIONS:

\$30,000 has been budgeted in the Revolving Energy Fund for solar panels as part of the 18/19 Budget. Increased budget for solar panels in the coming two financial years will be required to achieve the actions in the Review. Further funds (up to \$40,000) will be requested as part of the half yearly Budget Review to fund the installation of more solar panels in 18/19.

The returns of solar panels far outweigh capital costs by significantly reducing electricity spend. Increasing capital expenditure on solar panels now avoids wasting money that would be spent on electricity.

For example the next solar panel project the City will embark on is 30kW on the John Wellard Community Centre. For this project the projected annual saving is \$10,000 a year with a payback period of 3-4 years. It will return to the City approximately \$112,000 over its lifetime in today's dollars (Net Present Value).

An increase in capital commitment in the next financial year will allow a number of projects to be delivered at once, avoiding staff time costs in requesting quotes and inducting new contractors for small projects each year.

\$140,000 has been budgeted for the Kwinana Industry Area and Bertram Street Tree Planting Programs in the 18/19 financial year.

A business case will be prepared for each additional project and submitted as part of the budgeting process.

ASSET MANAGEMENT IMPLICATIONS:

Many energy efficiency and renewable energy projects can significantly reduce the operating costs of City facilities. City buildings typically operate during the day which means they are ideally suited to solar power generation. Technology such as LED lighting, energy monitoring and Building Management Systems have the potential to reduce maintenance costs as well as energy consumption.

Sea level rise will require the City to continue to consider this impact on our coastal infrastructure.

Planting trees as part of an urban greening program requires these trees to be treated appropriately as assets.

ENVIRONMENTAL IMPLICATIONS:

The Climate Change Mitigation and Adaptation Plan (2015-2020) Review aims to reduce the City's carbon emissions and increase our resilience to the impacts of climate change.

14.2 CLIMATE CHANGE MITIGATION AND ADAPTATION PLAN REVIEW

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcomes and objectives detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	An energy efficient city	Objective 3.3 Promote the use of renewable energy within the City of Kwinana and reduce energy use where possible
Strategic Community Plan	A water-wise City	Objective 3.4 Encourage and exercise best practice water management
Strategic Community Plan	A City adapted to climate change	Objective 3.5 Understand the impacts of climate change and take a risk management approach to addressing these effects in future planning

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Increasing electricity costs
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Likely
Rating (before treatment)	High
Risk Treatment in place	Reduce - mitigate risk Reduce energy consumption through solar panels and energy efficiency.

Risk Event	Reduced water availability for parks and facilities
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial Environment
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Almost certain

14.2 CLIMATE CHANGE MITIGATION AND ADAPTATION PLAN REVIEW

Rating (before treatment)	High
Risk Treatment in place	Mitigate – reduce groundwater use

Risk Event	Increasing urban heat island effect
Risk Theme	Ineffective management of facilities/venues/events Inadequate environmental management
Risk Effect/Impact	People/Health Financial Environment
Risk Assessment Context	Strategic
Consequence	Moderate
Likelihood	Likely
Rating (before treatment)	High
Risk Treatment in place	Reduce - mitigate risk through retaining vegetation and planting trees

Risk Event	Rising sea levels
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial Environment Property
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Almost certain
Rating (before treatment)	High
Risk Treatment in place	Mitigate Prepare Contingency Plans - in event risk occurs

COUNCIL DECISION

274

MOVED CR S LEE**SECONDED CR M ROWSE****That Council:**

1. **Adopt the Climate Change Mitigation and Adaptation Plan Review as detailed in Attachment A.**
2. **Adopt the following reviewed goals and incorporate them into the City's Corporate Business Plan 2018 – 2023 KPI's;**
 - a. **The City of Kwinana will reduce carbon dioxide equivalent emissions from City of Kwinana facilities by 10% per capita of resident population below 2009/10 levels by 2020.**
 - b. **The City of Kwinana will establish a street tree in front of every property. Where this is not possible the tree will instead be planted in another public area.**

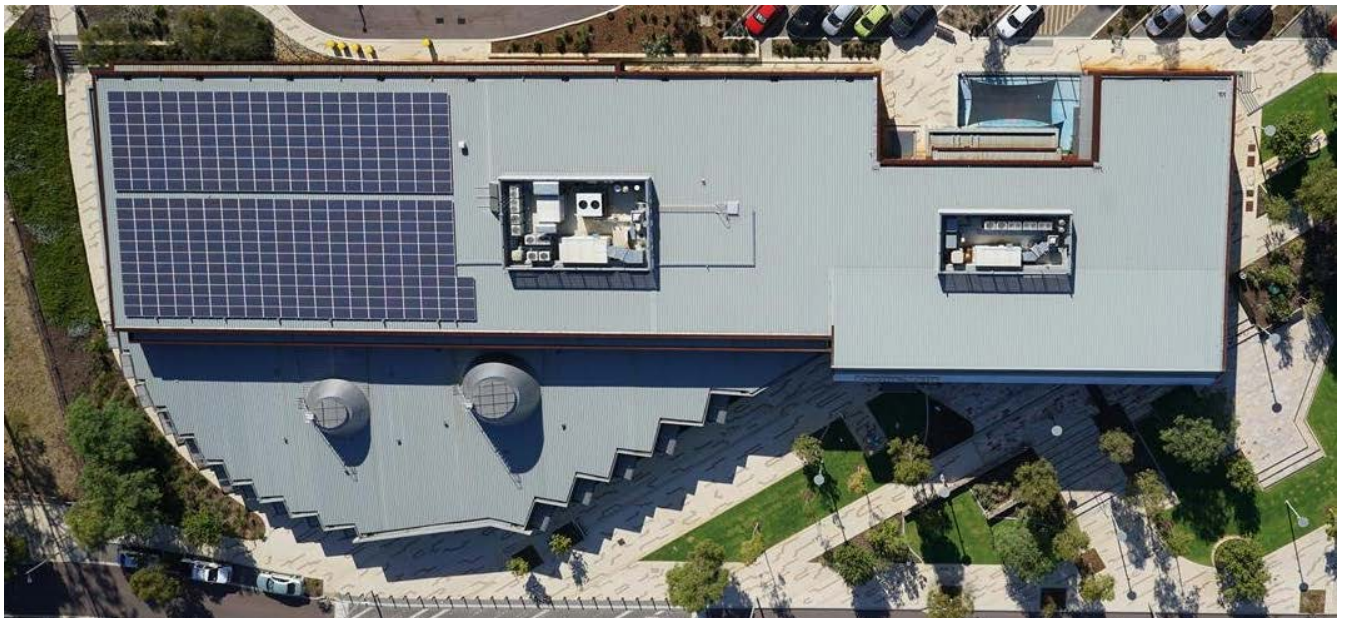
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City of Kwinana

Climate Change Mitigation and Adaptation Plan (2015-2020)

Review

September 2018



100kW photovoltaic power system on the Darius Wells Library and Resource Centre

Introduction

In 2015, the City of Kwinana (the City) adopted the Climate Change Mitigation and Adaptation Plan 2015-2020 (the plan) with the aim of reducing the City's greenhouse gas emissions and adapting to the impacts of climate change. Since this time a lot has been learnt through the practical implementation of the plan. There has also been advances in renewable energy and energy efficiency technologies and urban forestry practice. Given the City is half way through the implementation of the plan it was important to review the plan in light of these changes.

The objectives of the review are to:

- Assess how the City is progressing towards the objectives of the plan.
- Determine whether the plan needs to be updated to reflect learnings, changes in the sector and advances in technology.

The City has undertaken the following tasks as part of the review:

- collated the City's latest carbon emission data;
- assessed whether the measures proposed have been completed or are still practical.
- Considered new goals and actions in consultation with relevant City Officers.

This document presents the City's carbon emissions data and progress towards its goals. It also presents a new set of actions for implementation over the coming two years until the plan expires. The actions from the previous plan are listed in Appendix A along with notes explaining the City's progress towards their implementation.

Why act on climate change?

The Intergovernmental Panel on Climate Change released its most recent report on climate change, in November 2014. The report synthesised 30,000 research papers; 830 authors contributed to the report and it took 5 years to complete. The report stated that;

"Human influence on the climate system is clear, and recent anthropogenic emissions of greenhouse gases are the highest in history. Recent climate changes have had widespread impacts on human and natural systems." "In most scenarios without additional mitigation efforts warming is more likely than not to exceed 4°C above pre-industrial levels by 2100.

The risks associated with temperatures at or above 4°C include substantial species extinction, global and regional food insecurity, consequential constraints on common human activities, and limited potential for adaptation in some cases.” (IPCC, 2014)

The need to act on climate change is now very clear and local governments have an important role to play in the global response to this problem.

The City has recognised its responsibility to act on Climate Change. The latest review of the Strategic Community Plan (2017) includes the following objectives concerning energy consumption and climate change:

- *Objective 3.3 - Promote the use of renewable energy with the City of Kwinana and reduce energy use where possible.*
- *Objective 3.5 Understand the impacts of climate change and take a risk management approach to addressing these effects in future planning.*

The City also joined the Cities Power Partnership in February 2018. This program is a local government climate change initiative run by the Climate Council, a non-profit independent organisation which aims to provide clear, independent information on climate change to the Australian community (Climate Council, 2018). As part of this program the City is required to select six pledges from a list provided by the Climate Council and report on them annually (the full list of pledges is provided in Appendix B).

The City has chosen seven pledges which are:

- a)** Renewable Energy - 2. Provide council resources to educate and support the uptake of renewable energy, such as by hiring an internal renewable energy support officer or establishing an independent body (such as the Moreland and Yarra Energy Foundations).
- b)** Renewable Energy - 3. Install renewable energy (solar PV and battery storage) on council buildings for example childcare facilities, libraries, street lighting, recreation centres, sporting grounds, and council offices.
- c)** Renewable Energy – 6. Encourage local businesses and residents to take up solar PV, battery storage and solar hot water heating. This can be done through providing incentives (such as solar bulk buy schemes or flexible payment options) or streamlining approval processes (such as removing planning and heritage barriers to solar PV).

- d) Energy Efficiency - 2. Adopt best practice energy efficiency measures across all council buildings, and support community facilities to adopt these measures
- e) Energy Efficiency - 3. Public lighting can use a large proportion of a city's energy budget. Roll out energy efficient lighting (particularly street lighting) across the municipality
- f) Sustainable Transport - 1. Ensure Council fleet purchases meet strict greenhouse gas emissions requirements and support the uptake of electric vehicles.
- g) Work Together and Influence - 4. Implement an education and behaviour change program to influence the behaviour of council officers, local residents and businesses within the municipality to drive the shift to renewable energy, energy efficiency and sustainable transport.

The City has already completed actions towards a number of these pledges. For example the City has a Sustainability Officer (Renewable Energy – 2), has installed 163kW of solar panels and implemented building energy efficiency measures (Renewable Energy – 3 and Energy Efficiency - 2) and participates in the Switch Your Thinking environmental education program (Work Together and Influence – 4). This program also offers discounts on solar panels and batteries to residents and businesses (Renewable Energy – 6).

City Officers have selected more detailed new actions within each of these pledges. These have been listed in the Implementation Table.

Climate change impacts in the City of Kwinana

When considering mitigation and adaptation actions it is important to first consider the risks posed by climate change in the region. This information was collated in 2009 by GHD and the Southern Metropolitan Regional Council for the southern metropolitan councils (including the City of Kwinana) as part of the Local Adaptation Pathways program (GHD & SMRC 2009). City Officers are of the view that these risks are still considered to be the greatest of the direct risks to the City.

The major risks and their relevance to the City's operations are described below.

a. Temperature change

The average annual global temperature has already risen by 0.8 degree Celsius over the past century and it is predicted to rise by 0.6 to 1 degree Celsius by 2030 (Climate Commission, 2011; GHD & SMRC, 2009).

This increase in temperature has, and will, result in an increase in the number and severity of heat waves. This, in turn, has increased heat stress related deaths through heart attack, stroke and heat exhaustion. Heat wave deaths are less prominent than some of the other effects of climate change but are currently the most deadly of the natural disasters in Australia (Climate Council, 2014).

The other major result of an increase in temperature is an increase in high fire risk days and potential severe bush fires.

The impact of temperature change has direct relevance to the City's business operations with respect to;

- the approval of new subdivisions, as heat islands can be significantly reduced by retaining vegetation;
- the operation of the City's two residential independent living facilities as the elderly are a sector of the community at high risk from heat waves;
- heat stress and lost productivity amongst outdoor employees;
- preventing and responding to bushfires as well as protecting natural and constructed assets; and
- Increased evaporation from sports fields and play grounds.

b. Reduced Rainfall

The southwest corner of the State has become markedly drier, with a 15% reduction in rainfall since the mid-1970s. There is strong evidence in southwest Western Australia that climate change is making a significant contribution to the drying trend. (Climate Commission, 2011; GHD & SMRC, 2009).

Combined with increased evaporation due to increased temperatures, the drying climate has reduced the availability of water for use in the City's buildings, parks and gardens. The City will need to continue to become more efficient in its use of water if parks and gardens are to be maintained to the current standards. The City has developed a Sustainable Water Management Plan (City of Kwinana, 2013) to address these challenges.

The combination of increasing temperatures and reduced rainfall is also likely to have a significant impact on the City's biodiversity. Drought deaths of trees and drying wetlands have already been observed in many reserves and parks. Changing climatic conditions may mean that the ecological communities that currently exist, which are already under pressure from land clearing, will be unable to adapt and survive.

c. Rising sea level

Sea levels along the west coast of Australia have been rising between 7.1 and 7.4mm per year since the early 90's, approximately double the global average. Global sea levels are predicted to rise a further 0.5 to 1 metre this century. A sea level rise of 50cm will lead to very large increases in the frequency of coastal flooding, flooding that is currently considered to be a 1 in 100 year event would occur every year (Climate Commission, 2011).

The City of Kwinana manages a relatively small area of coastline but the financial impact of rising sea levels to the City will be significant. Sea level rise is already threatening millions of dollars worth of infrastructure at Kwinana Beach and Challenger Beach including sea walls, boat ramps, offshore breakwaters, roads, toilet blocks and car parking.

The City participated in the Cockburn Sound Coastal Vulnerability Study to assess sea level rise impacts and determine the best course of action. The final stage of this project was the completion of the Kwinana Coastal Adaptation Plan in 2016 (the Plan) (GHD, 2016). This comprehensive report includes sea level rise predictions and recommended adaptation actions for the entire Kwinana coastline. The coastline was divided into management units and there are two that are managed by the City, Wells Park and Challenger Beach. Both sites have been identified as vulnerable to erosion and loss of beach area from coastal actions and sea level rise (GHD, 2016).

The recommended action at Wells Park is a staged retreat of facilities. Challenger Beach is part of the coastal unit that includes some of the industrial area. Interim protection measures such as a sea wall were recommended to protect the industrial facilities along the coast rather than the beach itself. Any protection measures would therefore have to be undertaken together with industry (GHD, 2016).

The Plan also recommends the incorporation of a special control area and development controls in the City's Local Planning Strategy to avoid development that will be adversely affected by sea level rise (GHD, 2016). In addition the City is considering a Sea Level Rise Policy along with accompanying advocacy and education.

Extreme weather events

In addition to the above risks extreme weather events have increased even since the adoption of the original plan (Climate Council, 2017). In particular two very large summer rainfall events which occurred in 2017 and 2018 being the first and fourth wettest Perth rainfall days on record respectively (WA Today, 2018). While identified in the 2009 Climate Change Risk Assessment Report (GHD, 2009), extreme weather events were assessed as being one of the lower priority risks possibly due to the fact that local governments only play a part role in emergency management and other impacts like reduced water availability are currently more disruptive and pressing. However this impact should continue to be monitored and future revisions of the plans consider specific adaptation measures to extreme weather events.

Progress to date

Since the original Climate Change Mitigation and Adaptation Plan was adopted in 2015 a number of initiatives have been implemented to address these impacts. These are listed below.

- Developed and adopted Local Planning Policy No.1 Landscape Feature and Tree Retention. September 2016.
- Continued to participate in the Cockburn Sound Coastal Alliance.
- Continued implementing the Sustainable Water Management Plan.
- Planted 219 advanced street trees in the Industrial area and 106 along Johnson Road in Bertram in 2016/17. In May 2018 the City will be planting 205 street trees in Bertram and 234 in the Industrial Area. Forty-eight new street trees were planted on request by residents.
- Implemented a policy of replacing trees that have died in public areas.
- Delivered a local native Seedling Subsidy Scheme along with an Adopt a Verge program to encourage urban greening.
- Tree planting in reserves.

Emissions baseline data

The City collates and analyses data on its greenhouse gas emissions annually. This data allows the City to set appropriate carbon abatement goals, identify high consuming sites (and therefore target these sites for action) and track improvements over time. To date, the

City's reporting has focused on emissions from energy consumption and does not include waste to landfill emissions. Further detail on how the emissions baseline data was collected is provided in Appendix C.

Figure 1. City of Kwinana annual carbon emissions 2009/10-2016/17

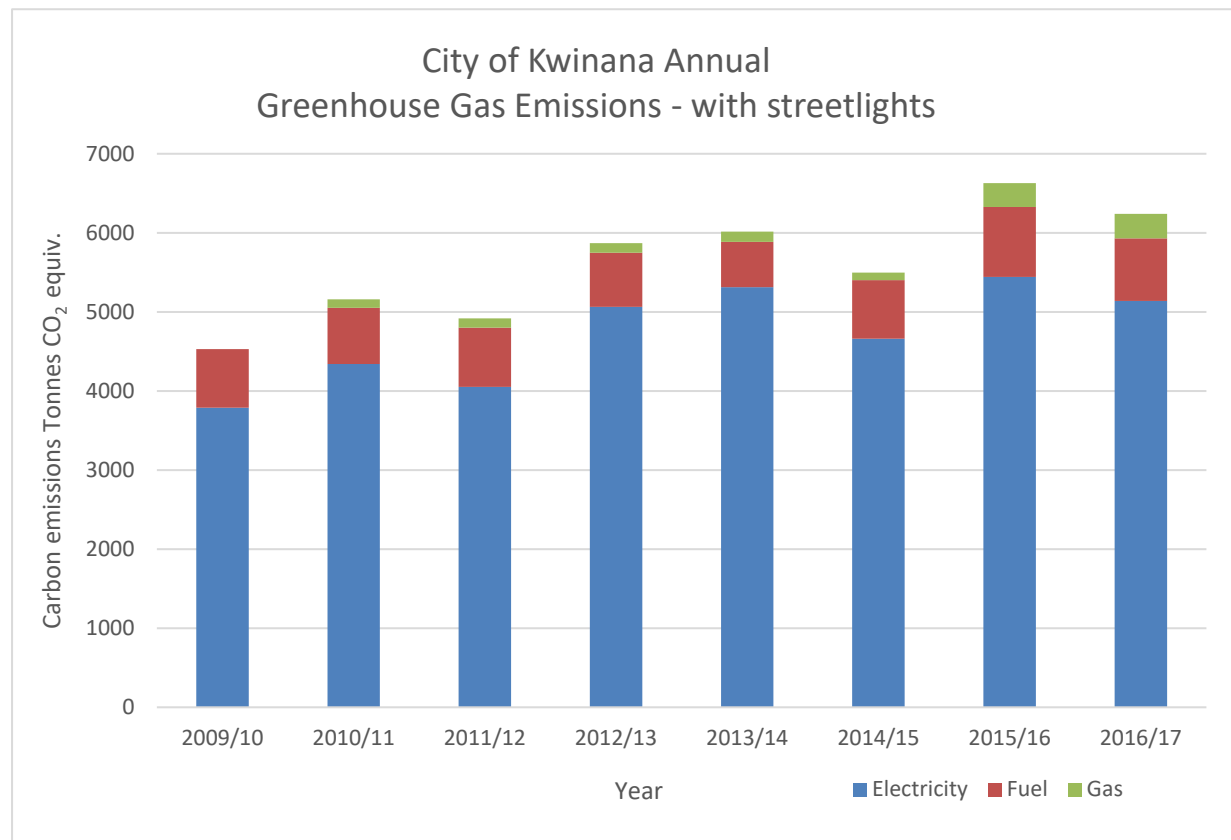


Figure 1 above demonstrates that the City's emissions are gradually increasing due to the growth of the City. Step increases can be seen in 2012/13 when the Darius Wells Library and Resource Centre was constructed. The dip in emissions in 2014/15 may have been due to the closure of the Recquatic for refurbishment.

Figure 2. Energy cost 2009/10-2016/17

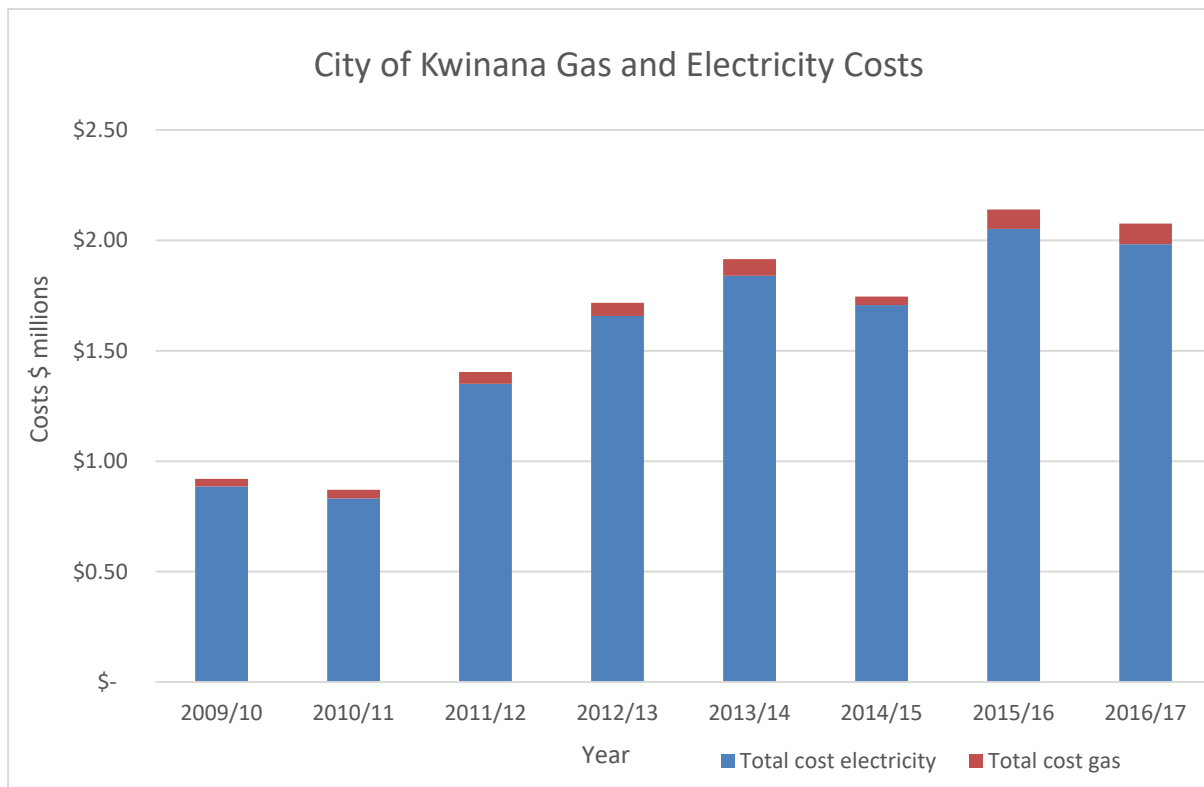


Figure 2 demonstrates that the City's energy costs are continuing to rise and are now just over \$2 million a year. Reducing the City's emissions will therefore not just reduce the City's contribution to climate change, it also has the potential to save the City a significant amount of money. Increasing electricity prices and decreasing cost of energy efficient technologies now means many actions are financially attractive and are quickly becoming a mainstream approach to reducing operating costs.

Figure 3. Emissions breakdown by facility type

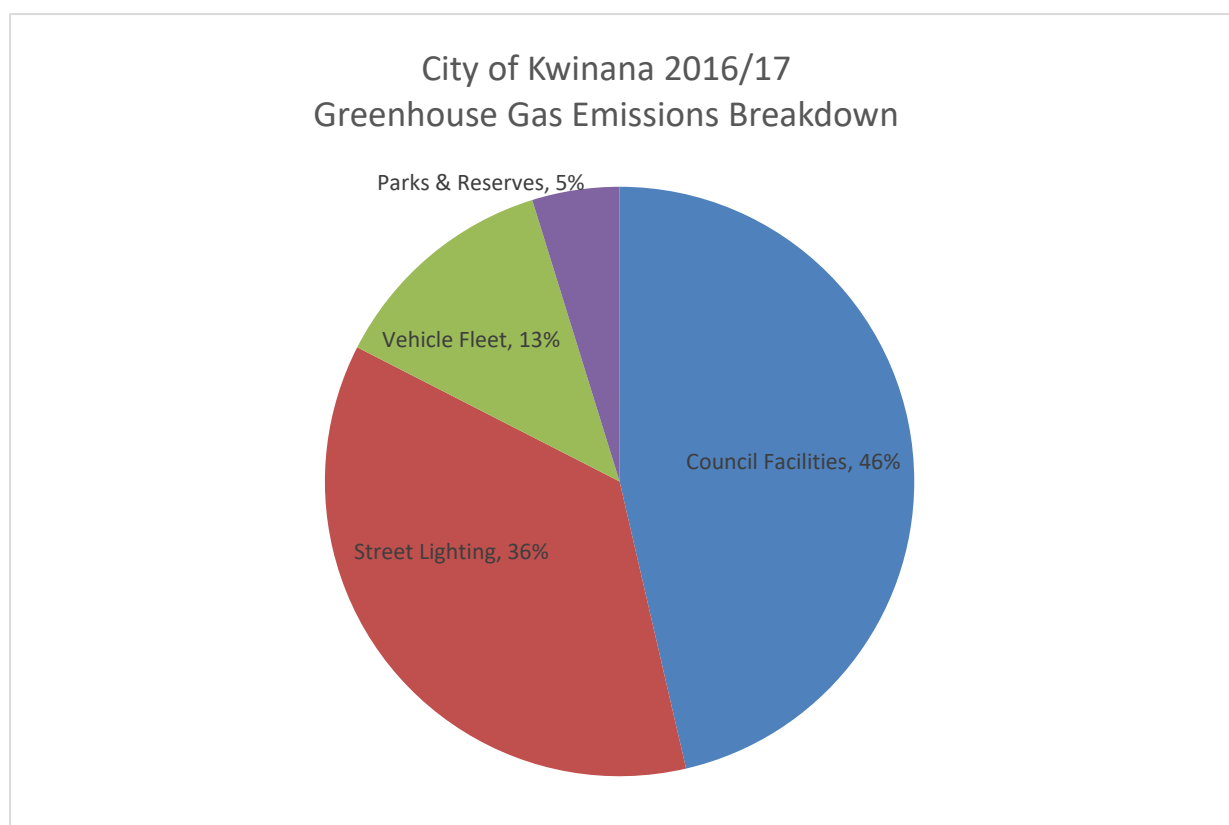


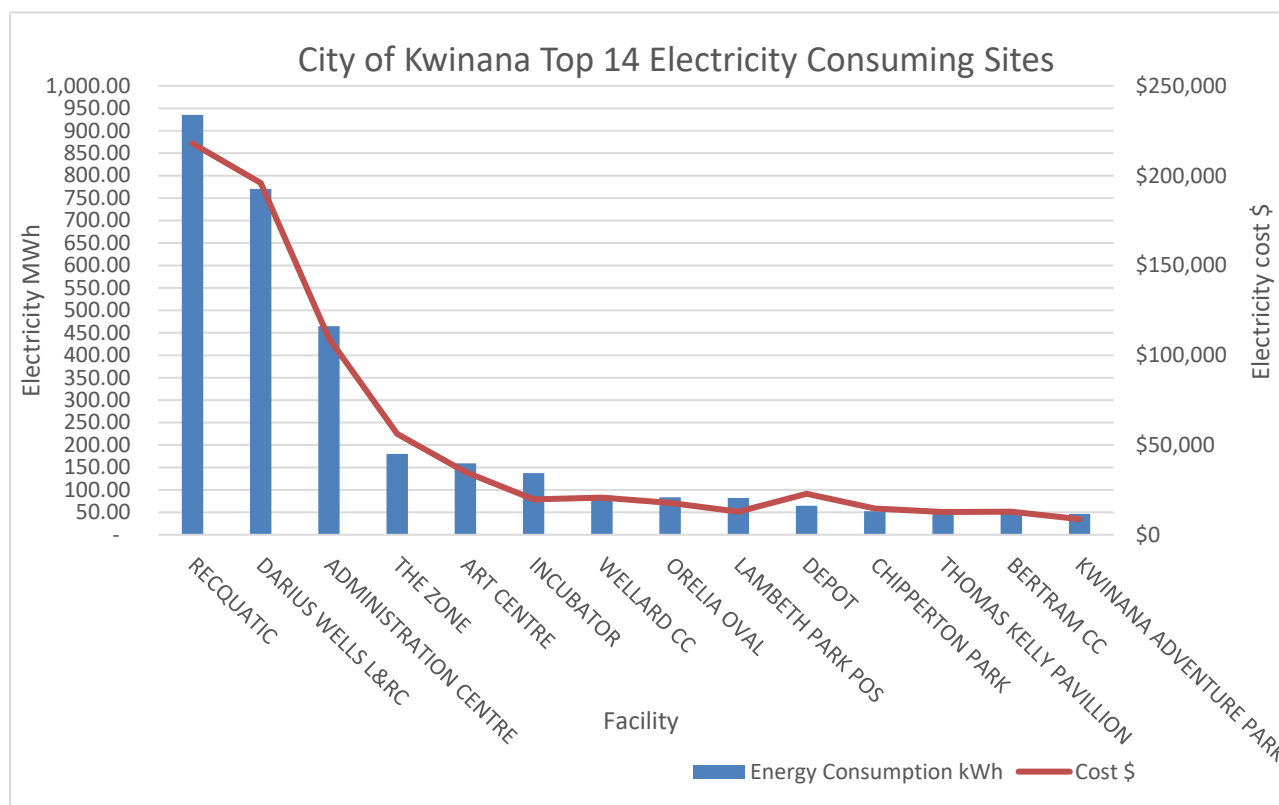
Figure 3 above demonstrates that Council facilities and Streetlights are the major energy consumers in the City highlighting the need to focus action on these areas.

The City's Street Vision Agreement for streetlights is the second highest emitter. In the past the City has had limited ability to reduce the energy consumption of these lights as Western Power owns them and there were no approved LED lighting types the City could use. Streetlight consumption had therefore been excluded from the City's greenhouse gas inventory.

This has recently changed, with energy efficient lighting types being investigated by Western Power. The City will be able to pay to have these installed and receive a lower tariff from Synergy. It is anticipated that Synergy will release these new tariffs at the end of 2018. This is a significant opportunity to reduce the City's greenhouse gas emissions and energy costs. As part of this plan the business case for paying to change these lights will be prepared when these new tariffs are released. To account for this, streetlight consumption has now been included in the inventory.

The majority of electricity consumption in City buildings is from the Recquatic Centre and the Darius Wells Library and Resource Centre as can be seen in Figure 4 below. This plan therefore focuses on these sites. All of the sites below are contestable or potentially contestable in the near future¹. These sites will therefore be monitored to ensure we are receiving the best tariff.

Figure 4. Top 14 City facilities by electricity consumption



Progress to date

Since the original plan was adopted in 2015 different departments have implemented a number of the actions within this plan to reduce carbon emissions in the City's operations. These are listed below.

- Installed solar panels on the Darius Wells Library and Resource Centre (100kW), Adventure Park (8kW), Business Incubator (15kW) and Bertram Community Centre (10kW). In total the City now has 163kW of solar capacity installed on a variety of buildings which save approximately \$58,000 in electricity costs every year.

¹ Contestable means the City is not required to use Synergy as a supplier and is able to take the supply of the electricity to market potentially getting a cheaper tariff. Sites with consumption over 50,000kWh per year are contestable.

- Completed installation of real time energy monitoring on the Recquatic.
- Conducted energy audits at the Administration Building, Koorliny Arts Centre and the Incubator.
- Installed a Building Management System at the Darius Wells Library and Resource Centre which allowed air conditioning system timers to be altered and therefore their energy use to be drastically reduced. This is saving approximately \$15,000 in electricity costs a year and significantly reduced maintenance costs as the old system required frequent maintenance call outs.
- Implemented an office food waste recycling system and rationalised under desk bins.
- Purchased two pool bikes for staff use.
- Developed and adopted a Green Building Policy (new and renovated Council buildings) January 2018.
- Developed a draft Bike and Walk Plan.
- Implemented the “Paper Cut” system of printing which requires staff to release print jobs using their security cards. This system has been found to significantly reduce wasted printing.

Community Education and Engagement

The City can also play a role in educating the community about climate change issues by delivering education and engagement programs. Existing initiatives include;

- Living Smart Sustainable Living Courses – a seven week sustainable living course for residents has been delivered annually for the past 3 years. This course includes modules on home energy efficiency and renewable energy.
- Switch Your Thinking – The City recently joined Switch Your Thinking, a regional organisation of Councils that delivers sustainability programs to the public. As part of this the City receives public education workshops, access to the Rewards for Residents and Rewards for Businesses program, recognition programs like Switched on Schools and Switched on Businesses, Competitions such as the Young Reinventor of the Year program as well as other grant funded projects.

An environmental education strategy will be completed by the City in the 2018/19 financial year. This will incorporate broader sustainability issues, not just climate change. These existing education initiatives may be included and expanded on in this strategy.

Climate change mitigation goals

The following goals were selected when the Climate Change Mitigation and Adaptation Plan (2015) was prepared.

- a) The City of Kwinana will reduce carbon dioxide equivalent emissions by 10% below 2009/10 levels by 2020.**

This goal was felt to be ambitious but achievable. The IPCC estimates that we need to reduce global anthropogenic greenhouse gas emissions by 40% to 70% by 2050 compared to 2010 (IPCC, 2014). The goal was chosen to align with this broader objective.

However, we now have 3 additional years of carbon emission data which is demonstrating the rate of growth of the City and just how difficult it will be to achieve this goal. In addition streetlight emissions have now been included in the data and carbon emissions increase each time a new development is handed over for the City to manage. By projecting this growth to 2020 the City would need to achieve an annual reduction of approximately 3424 tonnes per annum. The City has currently abated just over 200 tonnes per annum. At the review meeting it was requested that a per capita goal be investigated to take this growth in to account.

Figure 5. City of Kwinana (own operations) greenhouse gas emissions (current and projected) vs population

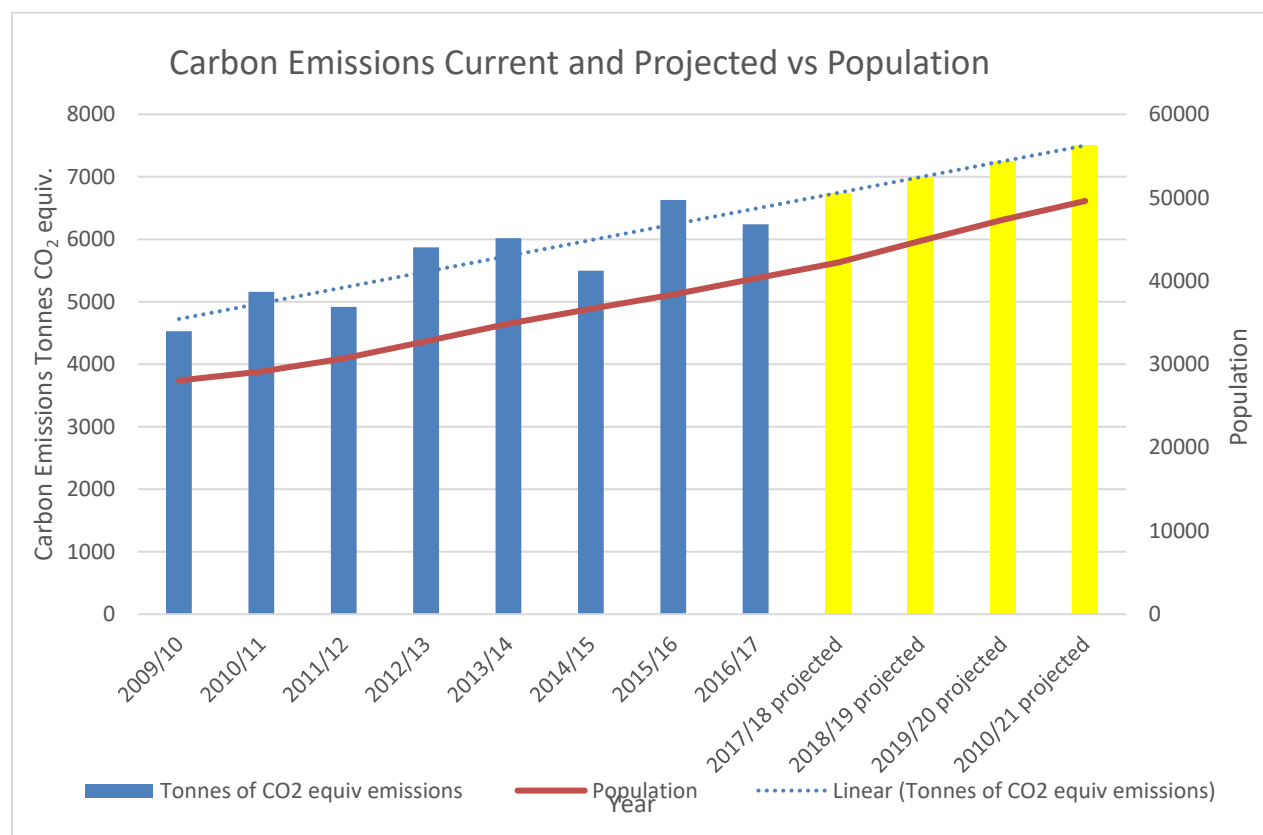
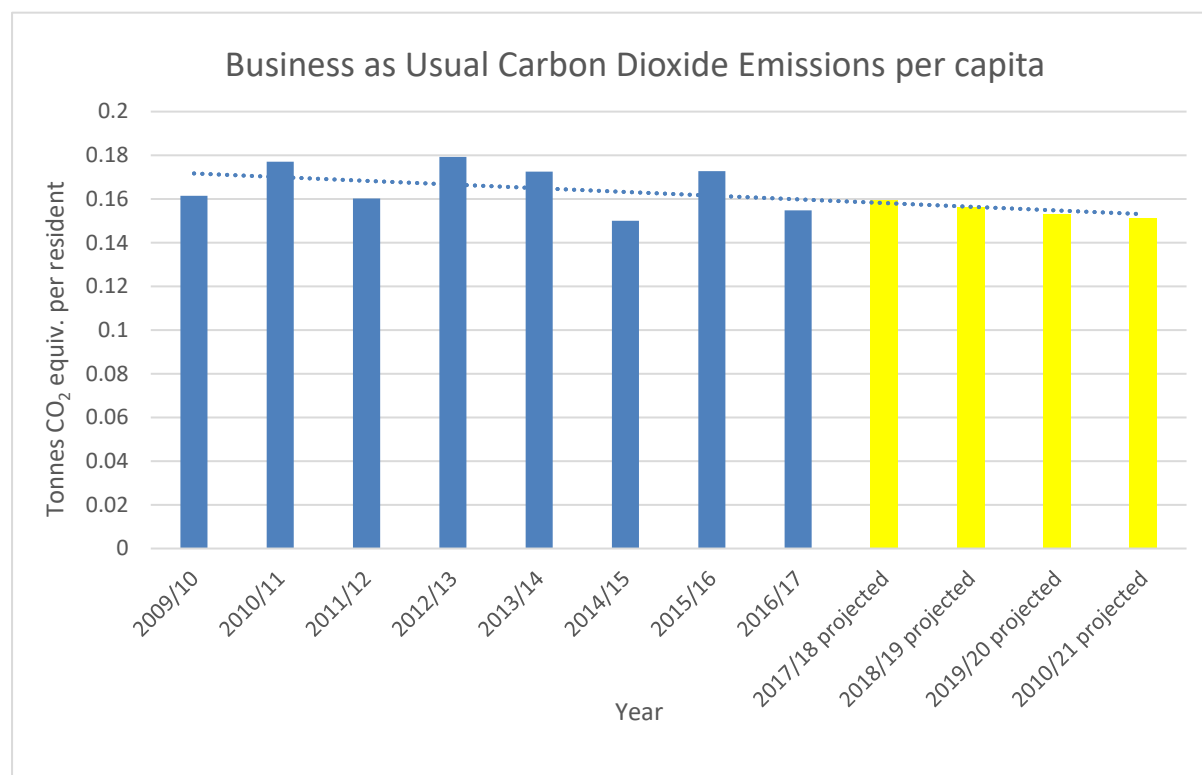


Figure 5 above demonstrates that there is a close relationship between carbon emission growth and population growth and therefore a per capita goal would be a valid approach to goal setting.

Business as usual emissions per capita are provided in Figure 6 below and this indicates a slight decline in emissions per capita over that time. A 10% reduction in per capita emissions does therefore seem to be a more achievable goal. This would require a carbon reduction of approximately 293 tonnes per annum.

Figure 6. City of Kwinana (own operations) carbon dioxide emissions (current and projected) per capita.



Further details on how this data was collated and the emission reductions required to achieve the goal are provided in Appendix D.

The City's new carbon reduction goal is therefore;

- ***The City of Kwinana will reduce carbon dioxide equivalent emissions from our own facilities by 10% per capita of resident population below 2009/10 levels by 2020.***

Climate change adaptation goals and actions

Climate change impacts are wide ranging and our ability to adapt to the impacts is difficult to quantify. Setting an overall goal to adapt to climate change is therefore very difficult.

The major threats from climate change were discussed at the review meeting on the 22 March 2018 and it was agreed that the major threats that are most relevant to the City are;

1. Rising sea levels;
2. Reduced water availability; and

3. Temperature change (heat waves and bushfire risk)

Rising sea levels are being addressed through the City's Coastal Adaptation Plan. The recommendation actions from this report have been included in this review.

Reduced water availability is being addressed through the City's new Sustainable Water Management Plan which was developed at the same time as this review. The following goals for water use reductions were set as part of this plan.

- ***To reduce scheme water consumption by 5% on 2016/17 levels by 2023.***
- ***Maintain groundwater abstraction at 2016/17 levels until 2023.***

Bushfire risk is addressed through the City's Essential Services team and also through reducing fuel in the City's reserves.

The remaining impact which has not been substantially addressed by the City is heat waves. The major action a local government can take to reduce the impact of heat waves is to increase trees in urban areas. Trees can provide a cooling effect of up to 8 degrees in urban areas as well as providing many other benefits (Moore, 2009). The major proposed climate change adaptation action in this strategy therefore relates to an accelerated street tree planting program, particularly in areas which currently have a very low street tree canopy coverage, such as Bertram. The original strategy adopted the aspirational street tree planting goal of - *The City of Kwinana will establish a street tree in front of every house. Where this is not possible the tree will instead be planted in another public area.*

Given the industrial nature of Kwinana and the fact that there are large areas that are non-residential a minor amendment to this goal has been suggested. It is therefore proposed that the Council adopt a goal of;

- ***The City of Kwinana will establish a street tree in front of every property. Where this is not possible the tree will instead be planted in another public area.***

This recognises the work the City has done planting street trees in the industrial areas. The feasibility of achieving this goal will depend on the results of a full street tree survey which is included in this plan and is currently underway. This will determine how many street trees are required to meet this goal and therefore what the costs of the initiative will be. The timeframe, costs and strategy for doing this will be further explored through this survey. A lack of data should not prevent action and in the meantime the City has invested in an annual program of street tree planting in Bertram and the Kwinana Industrial Area.

Implementation Plan

Below is a list of revised actions to abate the City's carbon emissions or adapt to climate change. The actions and priorities in this list may vary as circumstances and technologies change and funding opportunities become available. Each action is identified as new or existing to identify actions that have been carried forward from the previous version of the plan. Actions that relate to Cities Power Partnership (CPP) pledges are noted under the relevant action. The full list of pledges is provided in Appendix B.

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
1	M	<p><i>*Existing*</i> Progressively install solar panels on council buildings including (but not limited to);</p> <ul style="list-style-type: none"> John Wellard Community Centre (30kW) Pergola at Parkfield Lake to assist with pumping costs (5kW). (Cost does not include pergola). Fiona Harris Pavilion (10kW) Family Day Care (5kW) Medina Hall (5kW) 	Environment	2020	\$75,000 Council budget and/or loans	Renewable energy generated	<p>John Wellard (30kW) – 32 tonnes CO₂ \$8,300 p/a</p> <p>Fiona Harris and Wellard Pavillions (10 kW each) – 11 tonnes CO₂ and \$2,800 pa each.</p>

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
		<ul style="list-style-type: none"> Wellard Pavilion (10kW) Casuarina Fire Station (5kW) Mandogalup Fire Station (5kW) <p><i>CPP Renewable Energy Pledge 3</i></p>					<p>Family Day Care, Medina Hall, Casuarina Fire Station, Mandogalup Fire Station, Parkfield Lake (5kW each) – 5 tonnes CO₂ and \$1,200 pa each.</p> <p>Total - 76 tonnes of CO₂ and \$26,000 per year.</p>
2	M	*New* As part of the Administration Building refurbishment – Investigate the upgrade of the HVAC system. Install a Building Management System. Redesign lighting to meet AS lighting	Environment/ Building/ Assets	2020	\$90,000 (solar panels) \$830,000 (HVAC)	Renewable energy generated (solar panels).	Solar panels - 97 tonnes of CO ₂ and \$31,000 per year (90kW system).

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
		<p>levels and replace luminaires with efficient types such as fluorescent or LED.</p> <p>Install solar panels on the Administration building and Koorliny Arts Centre to offset power use.</p> <p><i>CPP Energy Efficiency Pledge 2</i></p>			Council budget and/or loans	Energy saved	HVAC upgrade – 70 tonnes CO ₂ and \$100,000 per year (saved electricity and maintenance costs)
3	M	<p>*New* When a new Depot is constructed - Construct as a 5 star Greenstar rated (or equivalent) building according to the Green Building Policy.</p> <p><i>CPP Energy Efficiency Pledge 2</i></p>	Environment/ Building/ Assets	Timing to be determined.	N/A	Reduced energy consumption compared to a “standard” building.	To be quantified when buildings designed
4	M	<p>*New* Consider LED sports lighting for oval lighting renewal or installation projects.</p> <p><i>CPP Energy Efficiency Pledge 3</i></p>	Engineering	2020	To be determined at the	Reduced energy use.	LED lighting uses at least 50% less energy than standard lighting.

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
					time of the project.		
5	M	<p>Include green vehicle and life cycle costing in procurement requirements for vehicles.</p> <p><i>CPP Sustainable Transport Pledge 1</i></p>	Environment/Procurement	2020	\$0 Likely to be cost neutral depending on cars selected.	Reduced fuel consumption	Dependent on cars selected.
6	M and A	<p>*New* Develop and adopt an Urban Forest Plan. This includes;</p> <ul style="list-style-type: none"> Collecting urban tree asset data. Collecting remote sensing tree canopy and coverage and health data. Targeted projects to improve canopy cover in areas with low canopy cover at the moment. 	Engineering/Environment	2020	Street trees are likely to cost approx \$400 per tree (includes a 45L tree, planting	Number of new trees planted in the urban forest.	N/A

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
		<ul style="list-style-type: none"> Avoiding urban canopy loss through land clearing. Education of the public about the value of tree assets. 			and two years of watering) ²		
7	M and A	<i>*Existing*</i> Continue the current street tree infill program in the Kwinana Industrial Area and Bertram.	Engineering	Annual	\$100,000 per year	Approximately 400 street trees planted per year.	66 tonnes. Approx 1 tonne for 6 trees planted.
8	M	<i>*Existing*</i> Investigate the use of recycled materials in road base.	Environmental Health/Engineering	2020	To be determined if feasible.	Tonnes of waste recycled.	Changes to be quantified when exact site and volume of recycled material is known.

² Street tree costs were estimated by Engineering Services

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
	M	<i>*Existing*</i> Investigate a public transport subsidy as an incentive for staff to take public transport.	Environment	2020	To be determined if feasible.	Number of staff participating and number of car kilometres avoided.	To be quantified at completion of project.
9	M	<i>*New*</i> Investigate working with tenants through building up grade finance to improve the energy efficiency of the buildings they occupy. <i>CPP Renewable Energy Pledge 6</i>	Environment/Building Managers	2020	To be determined if feasible.	Reduction in electricity use	To be quantified at completion of project.
10	M and A	<i>*New*</i> Work with residents of Callistemon Court and Banksia Park Retirement Estate to support the installation of solar panels through direct purchase (for lease for life tenants) or through building upgrade finance for tenants.	Environment/Retirement Villages	2020	\$0	Number of solar panels installed.	Each 3KW system will save about \$570 a year for the resident and 4.3 tonnes of CO ₂ .

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
		<i>CPP Renewable Energy Pledge 6</i>					
11	M	<p>*New* Conduct a Australian Standards Level 3 energy audit and renewable energy feasibility study at the Recquatic This may include;</p> <ul style="list-style-type: none"> Establishing an energy performance contract to reduce energy use at the building. Installing further sub-metering and monitoring. Installing further solar panels or a co-generation system. Refining current pump and HVAC system settings to improve system performance. <p><i>CPP Energy Efficiency Pledge 2</i></p>	Environment	2020	\$10,000	Reduction in electricity use	To be determined by audit. Savings identified are usually significantly more than the audit cost and enable money to be spent on the most effective projects.

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
12	M	<p>*New* Conduct an Australian Standards Level 3 energy audit at the Darius Wells Library and Resource Centre This may include;</p> <ul style="list-style-type: none"> Establishing an energy performance contract to reduce energy use at the building. Installing further sub-metering and monitoring. Refining current HVAC system settings to improve system performance. <p><i>CPP Energy Efficiency Pledge 2</i></p>	Environment	2020	\$10,000	Reduction in electricity use	To be determined by audit. Savings identified are usually significantly more than the audit cost and enable money to be spent on the most effective projects.
13	M	<p>*New* Install Real Time Monitoring at the Darius Wells Library and Resource Centre and refine HVAC system settings based on this data.</p> <p><i>CPP Energy Efficiency Pledge 2</i></p>	Environment/Building Maintenance	2020	\$8,500	Reduction in energy use.	To be determined.

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
14	M and A	<i>*Existing*</i> Calculate, using approved methods, the carbon offsets achieved by the City's tree planting programs.	Environment	2020	Officer time	Number of trees planted.	N/A
15	M	<i>*New*</i> Formally offset any remaining carbon emissions required to achieve the City's goal.	Environment	2020	Approx \$20 per tonne	Tonnes of CO ₂ offset.	To be calculated at the end of the plan period.
16	M	<i>*New*</i> Prepare a business case for retrofitting Western Power Streetlights with LED's from their range of approved luminaires. (Once Synergy tariffs are made available for these lighting types which is expected to be in December 2018). If favorable, begin a streetlight replacement program. <i>CPP Energy Efficiency Pledge 3</i>	Environment	2020	Costs will be established as part of the business case. Currently replacement costs are estimated	Reduction in energy use.	To be quantified as part of business case. LED streetlights typically use at least 50% less energy than the existing streetlights.

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
					at \$500 per light.		
17	A	*New* Attach a street tree education program to the current Adopt a Verge program to encourage ratepayers to value and look after their street trees.	Environment/Engineering	2020	\$500 (small promotion budget)	Reduction in requests to remove street trees. More street trees requested.	N/A
18	A	*New* Develop a Sea Level Rise Policy incorporating the projections completed as part of the Cockburn Sound Coastal Alliance project. Incorporate special control areas and development controls into the review of the Local Planning Strategy.	Planning/Environment	2020	Officer time	Policy and Strategy Adopted and implemented.	N/A
19	M and A	*Existing* Deliver an annual seven week sustainable living course.	Environment/Dar	2020	\$6,500	Participation rates,	Feedback from participants on

No.	Mitigation (M) or Adaptation (A)	Action	Responsibility	Timeframe	Budget and source	Measure of success	Projected tonnes CO ₂ abated and cost savings per annum
		<i>CPP Work Together and Influence Pledge 4</i>	ius Wells Library and Resource Centre		Council budget	Feedback from participants.	changes they have made and the reductions in carbon emissions as a result of this.
20	M and A	<p>*New* Engage with schools, local businesses and sporting groups to encourage them to consider energy efficiency and renewable energy.</p> <p><i>CPP Work Together and Influence Pledge 4</i></p>	Environment	2020	\$0	Uptake of technologies by schools and businesses.	Reduction in energy use.

Programs and ongoing projects

21	A	<p>*Existing* Continue to participate in the Cockburn Sound Coastal Vulnerability Project.</p>	Environment	2020	\$0 Project is now in the implementation phase and	Protection of coastal assets	N/A
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					does not need further contributions at this stage.		
22	M and A	*New* Continue to participate in the Cities Power Partnership.	Environment	Annual	\$0	Promotion of the City's climate change actions. Sharing of information across Councils.	N/A
23	M and A	*New* Continue to participate in the Switch Your Thinking environmental education program. <i>CPP Work Together and Influence Pledge 4</i>	Environment	Annual	\$5000 Council budget	Community satisfaction with the City's environmental	N/A

						education program.	
24	M	<i>*Existing*</i> Continue to collate a carbon inventory each year and work towards collecting Scope 3 data such as paper use and waste. (see Appendix C) .	Environment	Annual	\$5,000 per year for software costs.	Ability to identify high priority sectors of the City and track changes over time.	N/A

Governance

25	M	<i>*Existing*</i> Continue to use a cross-functional environmental team to consider Council environmental initiatives.	All staff	2020	Dependent on initiatives proposed by the group.	Participation and input from staff.	N/A
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Financial implications of the Climate Change Mitigation and Adaptation Plan

Financial analysis is completed on all renewable energy and energy efficiency projects that deliver costs savings. The financial measures calculated include;

- Net Present Value (NPV) - the amount of money that will be returned to the City through the project in today's dollars.
- Internal Rate of Return (IRR) – The rate of return equivalent to investing money in the bank.
- Pay back period – how long it will take for the project's savings to cover the upfront cost.

This is to ensure that the projects present value for money.

As an example Action 1 in the action table above proposes the installation of 70KW of solar panels on a variety of buildings. The financial analysis revealed that this would return to the City a Net Present Value of \$344,000, an Internal Rate of Return of 33% and pay back period of 4 years. This is an excellent return on investment.

The impressive financial returns on solar panels allow the City to access low interest loans to fund the implementation costs if they can not be funded out of the budget although paying interest on a loan will reduce the Net Present Value.

Solar panels generally offer the best returns but other energy efficiency measures also offer good returns. For example replacing the HVAC system in the Administration building would deliver a Net Present Value of approximately \$222,000 and 8% Internal Rate of Return.

There are a number of reasons why the system should be replaced as soon as possible as part of a re-furbishment of the Administration Building;

1. The system is reaching the end of its serviceable life and requires significant reactive maintenance. In 2015/16 this was approximately \$96,000 when expected maintenance costs should be about \$17,000 per annum.

2. If the current system fails suddenly, a replacement will be required at short notice. An energy audit undertaken in 2016 states that;

- *“Replacement should be scheduled in the next 2 to 3 years, as after that a major failure could be very disruptive as it would involve replacing BOTH the indoor and outdoor unit in each case which may take several weeks, seriously disrupting council” (Councillor Lounge and Council Chambers) (Healey Engineering, 2016)* and;
- *“Being large ducted units replacement of a failed unit will be highly disruptive unless planned ahead. A direct replacement unit may not be available on short notice , and the process of recommissioning the complex control systems will take several days at least. The replacement should be planned and decided in advance”(Council offices) (Healey Engineering, 2016)*

An unplanned replacement would also be unbudgeted and could be more expensive than a planned replacement due to potential supplier issues with sourcing equipment at short notice and expediting installation.

3. Replacing the system as part of the Administration Building re-furbishment will allow the systems to effectively and easily interface with any building management system that is installed allowing further reductions in energy consumption (and avoiding costs associated with trying to match the systems later).
4. Several of the systems use the refrigerant R22 which is being phased out of use and is no longer manufactured under the Montreal protocol. This refrigerant is becoming more difficult and expensive to source (Healey Engineering, 2016). Therefore these systems are likely to need to be replaced in the near term anyway.

Given these issues, a planned replacement should occur as part of the Administration Building re-furbishment. This would allow the City time to investigate the most cost effective option for a piece of equipment that will affect the City’s energy consumption, maintenance costs and occupant comfort for 10-15 years. The NPV calculation also demonstrates that this is by far the most cost-effective option rather than carrying on with the current system.

The cost to the City of formally offsetting any remaining carbon emissions required to achieve the City’s goal is currently anticipated to be based on approximately 87 tonnes. The additional solar panels, if installed, would save about 70 tonnes. Replacing the HVAC in the Administration Building would save 55 tonnes. If both of these projects are implemented,

then there should be no need for offsetting. If there was to be an offset, the cost for offsetting is likely to be about \$20 a tonne. For example, if the City had to offset 50 tonnes the likely cost would be approximately \$1000 which could be funded from the City's Revolving Energy Fund.

The cost of the delivery of the entire plan will vary depending on when and how the projects are implemented. For example if the business case for replacing streetlights is favorable this will be an upfront capital cost that is not included in this plan and would need to be included in future budgets based on the business case. Likewise, if it is decided that a full renovation of the Administration Building is to be completed the cost of the HVAC replacement and lighting re-furbishment would likely be included in the renovation costs. Energy audits may also provide suggestions for actions which will be submitted for endorsement with a business case.

Monitoring and review

The City's Climate Change Mitigation and Adaptation Plan will be reviewed at the end of 2020, when a new plan will be drafted.

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Appendix A Climate Change Mitigation and Adaptation Plan. Actions from original plan and notes on progress.

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
1	M	<p>Progressively install solar panels (or wind power if financially preferable) on council buildings including (but not limited to);</p> <ul style="list-style-type: none"> • Darius Wells Library and Resource Centre (100kw) • Business Incubator (approx 15kw) • John Wellard Community Centre (approx 30kw) • Bertram Community Centre (5kw) • Fiona Harris Pavilion (5kw) • Family Day Care (5kw) • Medina Hall (5kw) • Thomas Kelly Pavilion (26 kw) • Feilman Centre (20kw) (when renovated and tenanted) • Koorliny Arts Centre (20kw) (when re-wired) 	<p>Yellow highlighted installations have been completed.</p> <p>Red highlighted installations have been removed as their consumption profile is not suitable or they are now tenanted. Blue highlighted systems have been on hold until the future of the buildings was determined. The John Wellard Community Centre system is planned to proceed in the 2018/19 financial year.</p> <p>The sizing of some of the systems has changed slightly as more detailed planning has progressed and the consumption profile and roof area available has been more accurately determined (eg Bertram</p>

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
		<ul style="list-style-type: none"> • Administration Building (5kw) • Depot (30kw) (when the use of the building is known) 	<p>Community Centre now has a 10kW system rather than a 5kW system).</p> <p>The cost of solar panels has come down significantly since the report was originally adopted. Wind power is now no longer likely to be a financially preferable option.</p>
2	M&A	Investigate green building options when planning new Council buildings.	Complete – A Green Building Policy for new and renovated buildings has now been adopted. It is being used for the refurbishment of the Administration Building.
3	M&A	<p>Develop and adopt a Landscape Strategy which addresses the development and maintenance of an “urban forest”. This includes;</p> <ul style="list-style-type: none"> • Surveying and valuing urban trees. • Targeted projects to improve canopy cover in certain areas with low canopy cover at the moment. • Replacing dead trees after removal 	This has evolved into an “Urban Forest Strategy” in this review and will now likely involve aerial capture of data.

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
		<ul style="list-style-type: none"> • Education of the public about the value of tree assets. • Using new plantings as carbon offsets. 	
4	M	<p>Form a green office team as a working group to consider a range of office environmental initiatives including;</p> <ul style="list-style-type: none"> • Composting of Council office building kitchen scraps. • Reducing the use of disposables. • Rationalising under desk bins. 	The Waste Management department have completed these initiatives. It did not require the formation of a green office team.
5	M	Investigate the use of recycled materials in road base.	Not yet complete. Carried over into this review.
6	M	Investigate working with sporting clubs to reduce their electricity use in the City's sporting facilities.	Not yet complete. Carried over into this review.
7	M	Develop a triple bottom line planning policy which includes measures to reduce the carbon emissions of new developments by supporting retention of vegetation, active transport and passive solar design.	A planning policy to support the retention of vegetation has been adopted. The remaining items are addressed by Liveable Neighborhoods.

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
8	M	Investigate a public transport subsidy as an incentive for staff to take public transport to work.	Not yet complete. Carried over into this review.
9	M&A	Conduct a green wall demonstration project.	Further research has indicated that other actions such as street tree planting may provide greater value for money for urban greening. This has been removed from the action list.
10	M	Conduct an energy audit at the Recquatic centre to determine any power savings from the pool plant refit, real time monitoring and air curtain as well as identify any further savings that can be made. Conduct energy audits at other high consuming sites and implement recommendations where cost effective.	Not yet complete. Budgeted for 2018/19.
11	M	Install LED lighting in 3 major facilities. For example, the Administration Building, Feilman Centre and the Koorliny Arts Centre. This can only be done at the Feilman Centre once it has been renovated and tenanted and the Koorliny Arts Centre once it is rewired.	Energy audits conducted at the Administration Building, Incubator and Koorliny Arts Centre indicated that this was not a cost effective option unless a refurbishment was taking place. LED lighting requirements have been incorporated into

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
			planning for the Administration building refurbishment.
12	M	Conduct a survey of timer use for air conditioning in buildings and install timers or adjust settings where necessary.	Complete for Darius Wells Library and Resource Centre. The energy audit will inform this for the Recquatic.
13	M	Commence collecting key scope 3 data for the City's carbon inventory.	Re-worded to include completing a full carbon inventory each year.
14	M&A	Expand the City's tree planting program in reserves to act as offsets for our emissions.	Re-worded to clarify. Now states that we will assess the carbon offsets of our own plantings using certified methods.
15	M	Investigate the business cases for: <ul style="list-style-type: none"> taking over maintenance of Western Power street lights in order to install efficient lighting types, switching to CFL street lights under Western Power's current rules, 	Not yet complete. Will be conducted when the new tariffs for LED streetlights are released in late 2018.

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
		<ul style="list-style-type: none"> Taking over LED street lighting in new developments. 	
16	M&A	Amend the Town Planning Scheme to allow zoning concessions for sustainable design.	Not yet complete. The Town Planning Scheme is unlikely to be reviewed in the remaining two years of this strategy so it has been removed from the action list.
17	M&A	Investigate supporting the establishment of a sustainable building or development demonstration site within the City.	The Economic Development officer felt this would be extremely difficult to achieve at this stage so it has been removed from the action list.
18	M&A	Investigate trialing an off grid or hybrid power system at a Council facility (new building).	This is being considered alongside a diesel generator for back up power for the City's servers as part of the Administration Building refurbishment.
19	M	Examine the City's Business Continuity Plan to see if climate change impacts have been adequately considered.	It was decided that this is not a priority for the coming two years.

No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
20	M&A	Establish an Environmental Reference Group comprised of members of the public, to guide the environmental activities of the City.	It was decided that this is not a priority for the coming two years.
21	M	Progressively install power data loggers on Council buildings to quickly identify spikes in energy usage.	Synergy now provides interval data for sites with certain meters on its website for free so this action is not necessary.
22	M&A	Deliver seminars and events with an environmental theme as part of the Darius Wells term program.	Complete and ongoing – Living Smart, Green Building seminar, Energy Cut for Businesses seminar, Cutting Kitchen Waste seminar.
23	M&A	Deliver an annual 7 week “Living Smart” sustainable living course	Complete and ongoing.
24	M	Install real time electricity monitoring and an air curtain at the Recquatic Centre.	Complete
25	A	Continue implementation of the City’s Sustainable Water Management Plan.	Ongoing















No.	Mitigation (M) or Adaptation (A)	Action	Notes on progress
26	M	Purchase fleet bikes for staff use.	Complete
27	A	Continue to participate in the Cockburn Sound Coastal Vulnerability Project.	Complete
28	M	Support WALGA's advocacy efforts to improve adoption of energy efficient lighting in street lights.	Ongoing

Appendix B Cities Power Partnership Pledges







Pledges were taken from the Cities Power Partnership website -

<http://citiespowerpartnership.org.au/what-is-the-partnership/>










Renewable Energy

-  **1** Use strategic and statutory planning processes to promote renewable energy - both at the residential, commercial and larger scale.
-  **2** Provide council resources to educate and support the uptake of renewable energy, such as by hiring an internal renewable energy support officer or establishing an independent body (such as the Moreland and Yarra Energy Foundations).
-  **3** Install renewable energy (solar PV and battery storage) on council buildings for example childcare facilities, libraries, street lighting, recreation centres, sporting grounds, and council offices.
-  **4** Support community facilities accessing renewable energy through incentives, support or grants.
-  **5** Power council operations by renewables, directly (with solar PV or wind), or by purchasing Greenpower (from electricity retailers). Set targets to increase the level of renewable power for council operations over time.
-  **6** Encourage local businesses and residents to take up solar PV, battery storage and solar hot water heating. This can be done through providing incentives (such as solar bulk buy schemes or flexible payment options) or streamlining approval processes (such as removing planning and heritage barriers to solar PV).
-  **7** Support community energy projects (with location and planning support) so that residents (such as renters) can band together and invest in community renewable energy projects.
-  **8** Opening up unused council managed land for renewable energy, for example land fills, and road reserves.
-  **9** Facilitate large energy users collectively tendering and purchasing renewable energy at a low cost.
-  **10** Set minimum renewable energy benchmarks for new developments, for example Denman Prospect, ACT requires every new house to install a minimum solar PV system.
-  **11** Electrify public transport systems (for example buses operated by council) and fleet vehicles and power these by 100% renewable energy.
-  **12** Lobby electricity providers and state government to address barriers to renewable energy take up at the local level (whether these be planning, technical, economic or policy related).
-  **13** Identify opportunities to turn waste to energy.
-  **14** Implement landfill gas methane flaring or capture for electricity generation.
- 15** Create a revolving green energy fund to finance renewable energy projects and receive \$ savings.









Energy Efficiency

-  1 Set minimum energy efficiency benchmarks for all planning applications.
-  2 Adopt best practice energy efficiency measures across all council buildings, and support community facilities to adopt these measures.
-  3 Public lighting can use a large proportion of a city's energy budget – roll out energy efficient lighting (particularly street lighting) across the municipality.
-  4 Provide incentives (for example rate reductions) for best practice developments such as streamlined planning processes, and support for retrofitting energy efficiency measures for existing buildings.
-  5 Incentivise the deployment of energy efficient heating and cooling technologies.
-  6 Create a revolving green energy fund to finance energy efficiency projects and receive \$ savings.

Sustainable Transport

-  1 Ensure Council fleet purchases meet strict greenhouse gas emissions requirements and support the uptake of electric vehicles
-  2 Provide fast-charging infrastructure throughout the city at key locations for electric vehicles.
-  3 Encourage sustainable transport use (public transport, walking and cycling) through Council transport planning and design. Substantial savings in transport energy use can be achieved by designing more compact cities with access to high quality public and active transport services and facilities.
-  4 Ensure that new developments are designed to maximize public and active transport use, and are designed to support electric vehicle uptake.
-  5 Providing for adequate cycle lanes (both space and connectivity) in road design and supporting cyclists through providing parking, and end-of-ride facilities (covered, secure bike storage, showers, bicycle maintenance and incentives).
-  6 Reduce or remove minimum car parking requirements for new housing and commercial developments where suitable public transport alternatives exist.
-  7 Lobby state and federal governments for improvements to planning legislation to promote sustainable transport options, and increased investment in and provision of public transport services.
-  8 Consider disincentives for driving high emitting vehicles such as congestion pricing, or a tiered payment system for residential car parking permits where high emitting vehicles pay more.
-  9 Waste collection fleet conversion to hydrogen fuelled or electric power.

Work Together and Influence

-  1 Set city-level renewable energy or emissions reduction targets and sustainable energy policies to provide a common goal and shared expectations for local residents and businesses.
-  2 Lobby state and federal government to address barriers to the take up of renewable energy, energy efficiency and/or sustainable transport, and to support increased ambition. For example working to lobby on the Smart Energy Communities policy.
-  3 Set up meetings and attend events, such as the Community Energy Congress or the Cities Power Partnership Summit, where like-minded cities can address common concerns and learn from others' experience.
-  4 Implement an education and behavior change program to influence the behavior of council officers, local residents and businesses within the municipality to drive the shift to renewable energy, energy efficiency and sustainable transport.
-  5 For communities reliant on a local coal industry, local government can support the transition away from fossil fuels, by lobbying for state and federal support for a just transition for workers, families and the community and encouraging local economic development and opportunities based on a low carbon economy.
-  6 Ensure that the practices of local government contractors and financing such as banking, insurance and super are aligned with council goals relating to renewable energy, energy efficiency and sustainable transport. Set appropriate criteria for council procurement.
-  7 Promote knowledge sharing and strengthen the local community's capacity and skills in renewable energy, energy efficiency and sustainable transport.
-  8 Support local community energy groups with their community energy initiatives.

Appendix C Background information on baseline emissions data collection.

The City of Kwinana's CO₂ emissions inventory is completed every year. The inventory is broken down in to four main sectors:

- Council Facilities: Emissions resulting from energy use (mainly electricity) of Council operated buildings.
- Parks and Reserves: Emissions resulting from energy use (mainly electricity) for parks and gardens operation (mostly bore pumps).
- Street Lighting: Emissions resulting from the electricity use of streetlights.
- Vehicle Fleet: Emissions resulting from the energy use (unleaded petrol, LPG, & diesel) of Council operated vehicles and machinery.

All energy use is equated into a common measure of CO₂-e. This is the measure of equivalent carbon dioxide produced from each energy source. For example, methane is 21 times more potent than carbon dioxide in terms of global warming potential. Therefore, 1 unit of methane is calculated to be the equivalent of 21 units of CO₂.

Greenhouse gas inventories can be divided into 3 operational boundaries, essentially based on how closely related the activity is to the operations of the City. These boundaries are standard definitions used by the National Greenhouse Gas Emissions Reporting (NGER) standards. These are;

- Scope 1 – (Direct) Fuel combustion ie company owned vehicles
- Scope 2 – (Indirect) Purchased electricity for own use
- Scope3 – (Indirect) Production, use and disposal of purchased materials – eg procurement, waste disposal, travel, outsourced activities, etc

Currently the City only collects Scope 1 and 2 data. Should the City ever wish to complete Carbon Neutral certification, Scope 3 emission sources are required to be calculated. Carbon Neutral certification essentially certifies that the City has zero net emissions, which is achieved through significant energy consumption cuts and offsetting the remaining

emissions. As a first step towards completing a Scope 3 inventory the City will begin collecting this data.

Appendix D Explanation of mitigation goal

This strategy proposes the following carbon emission mitigation goal;

The City of Kwinana will reduce carbon dioxide equivalent emissions by 10% per capita below 2009/10 levels, by 2020.

The reduction required to achieve 10% per capita less than 2009/10 emissions is approximately 293 tonnes of CO₂. This is based on base year emissions of 4529 tonnes (including streetlighting) and factors in the projected emissions decrease of 16.1kg/person from the base year to 2020.

The City has already achieved 207 tonnes of CO₂ abatement since 2009/10 as shown in Table 1 below. This does not include any offsets from tree planting. Given the planned projects, 293 tonnes per annum appears to be an achievable goal.

Table 1. Annual CO₂ abatement achieved since base year³.

Completed actions (towards goal)	Annual Savings \$	Annual CO ₂ equiv. tonnes.
Darius Wells (100kW) Solar	\$35,000	111
Business Incubator (15kW)	\$4,958	16
William Bertram Community Centre (10kW)	\$2,814	11
Recquatic (30kW)	\$9,915	33
Thomas Oval (4kW)	\$2,357	6
Adventure Playground (8kW)	\$3,220	9
Ventilation Fans at the Zone	\$5,812	15
Air curtain at the Recquatic	\$1,209	6
Running total	\$65,285	207

³ Solar cost and carbon savings have been calculated based on the size of the solar system, a suppliers estimate of electricity generation and expected time of use. Savings assume a 4% increase in electricity costs per year and inverters are replaced every 10 years. Estimated savings for the ventilation fans and air curtains were provided by an electrical engineering consultant who conducted an audit of the Recquatic and Zone.

15 Reports – Built Infrastructure

15.1 City of Kwinana comments to the Western Australian Planning Commission on Draft Improvement Plan 47: Mandogalup

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to her husband's employer having made comment and holding a position regarding the item.

SUMMARY:

The Western Australian Planning Commission (WAPC) has recently approved draft Improvement Plan 47: Mandogalup (IP47) for the purpose of seeking comment from the City of Kwinana (the City) on the draft plan.

The WAPC has extended the comments to 14 September 2018 to allow the City to consider the draft IP47 at the next available Council Meeting. Draft IP47 is shown on Attachment A. The comments received will be considered by the WAPC in making a recommendation to the Minister for Planning, Lands and Heritage (Minister for Planning) on the adoption of the plan.

The purpose of draft IP47 is stated as follows:-

- Enable the WAPC to undertake all necessary steps to advance the planning and development within the plan area as provided for under Part 8 of the *Planning and Development Act, 2005* (PD Act);
- Establish the strategic planning and development intent within the subject area;
- Provide for a strategic planning framework endorsed by the WAPC, Minister for Planning and the Governor;
- Authorise the preparation of an improvement scheme;
- Provide the objectives of the improvement scheme; and,
- Provide guidance to the preparation of statutory plans, statutory referral documentation and policy instruments.

Councillors received a briefing from the Department of Planning, Lands and Heritage (Department of Planning) on Monday 13 August 2018, about draft IP47, which clarified that upon adoption of the improvement plan by the Minister for Planning, the key planning tool for the preparation of the improvement scheme will be a comprehensive structure plan.

The structure plan will assess and guide future planning for IP47 and set the land use planning framework for the improvement scheme. It will address planning considerations from the wider metropolitan region level through to local detailed planning concerns.

The adoption of IP47 by the Minister for Planning will authorise the making of an improvement scheme. The provisions of the improvement scheme will prevail over Local Planning Scheme No 2 (LPS2). Draft IP47 details the objectives which will guide the preparation of the improvement scheme. The structure plan process will be critical in this respect.

City Officers have considered the draft IP47 documentation provided by the WAPC and have prepared a response detailed in a draft letter to the WAPC shown on Attachment E.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

In summary, the key points are:-

- That the WAPC must have due regard to the objectives and land uses detailed in Council's adopted Local Planning Policy 12 – Mandogalup Future Development (LPP12) adopted in June 2018. Under LPP12, the area of draft IP47 is identified as Light Industrial Area and is to be set aside for Light Industrial and Service Commercial Uses (see Attachment D). The policy states that "prior to rezoning, suitable investigation of appropriate lot sizes must occur to support the freight and logistics area".
- There is general support for the purpose of the plan as set out in draft IP14 albeit that City Officers are concerned that the planning intent remains open and unclear with draft IP47 referring to the potential for rural, urban and industrial uses. This is in direct contrast to the identification of the area as 'Industrial Investigation' in the WAPC's "South Metropolitan and Peel Sub-regional Planning Framework" released in March 2018. Clarity on this matter is sought as part of the final IP47.
- A number of comments about the objectives guiding the preparation of the Improvement Plan. This includes reinforcing the strategic importance of Westport and the Kwinana Industrial Area (KIA) and highlighting the conclusions of Site Planning and Design's consultancy work for the City which identified Mandogalup as appropriate for a future freight and logistics based industry.
- Support for the urgency with which the WAPC appears to be giving to progressing IP47, given it will provide greater clarity and certainty for stakeholders.
- Additional detail required as part of the adoption of the final IP47 on the processes and timeframes to be followed for the preparation and adoption of the proposed structure plan and the preparation of the improvement scheme.
- Additional detail is required about how Council, affected landowners and stakeholders will participate in the preparation of the structure plan and improvement scheme. The consultative process should be expansive and more than purely addressing statutory requirements as legislation may demand. It should be noted that Council remains the responsible authority for the operation of the Local Planning Scheme No 2 (LPS2) until it is replaced by the improvement scheme. In this context, clarity is required about the role that Council will have in the preparation of the structure plan.
- In this regard, City Officers have requested that WAPC establish an Improvement Plan Steering Committee with clear terms of reference to ensure that the City can review and input into each stage of the process. This should include provisions for how the WAPC will respond to issues raised during the process.
- The need for a careful consideration about air quality impacts and land use in IP47.
- Questions about land assembly and land improvement where staging plans, landowner responsibilities and any potential joint contribution arrangements for services and infrastructure should be identified as part of structure planning.
- The need for early discussion between the City and Department of Planning about the long-term intent of the WAPC towards 'normalising' the Improvement Plan area under the City's Local Planning Scheme. These discussions should address whether the WAPC may choose to delegate certain responsibilities for the operation of the Improvement Scheme such as certain assessment requirements and compliance roles.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP**OFFICER RECOMMENDATION:**

That Council endorses the comments detailed in the draft letter (Attachment E) to the Western Australian Planning Commission (WAPC) on draft Improvement Plan 47: Mandogalup. The comments are provided to the WAPC for its consideration in making a recommendation to the Minister for Planning, Lands and Heritage on the adoption of the plan.

DISCUSSION:**Background**

The WAPC recently approved draft IP47, for the purpose of seeking comment from the City of Kwinana on the draft plan in accordance with section 119(3B) of the *Planning and Development Act, 2005* (PD Act).

The WAPC has extended the comment period to 14 September 2018 to allow the City to consider the draft IP47 at the next available Council Meeting. Draft IP47 is shown on Attachment A. The comments received are to be considered by the WAPC in making a recommendation to the Minister for Planning on the adoption of the plan.

The release of draft IP47 for comment by the City follows the February 2018 media release by the State Government and WAPC of the "Question and Answer Section 16(e) Land Use Planning Response at Mandogalup" (Attachment B). That media release (herewith referred to as Land Use Planning Response) first articulated the intent of the WAPC to introduce an Improvement Plan and Improvement Scheme for a portion of the Mandogalup locality.

Section 122A of the PD Act enables the WAPC to introduce an improvement scheme in areas where an improvement plan is in place. The provisions of an improvement scheme prevail over a local planning scheme.

Adoption of IP47 will also authorise the making of an improvement scheme, by resolution of the WAPC and approval of the Minister for Planning. It's proposed that the following objectives will guide the preparation of an improvement scheme:-

- To provide for a strategic land use analysis that takes into consideration physical, economic and environmental features;
- To provide strategic planning framework to determine future land uses considering all land use options (rural, urban and/or industrial);
- To provide a statutory planning instrument through which to implement the strategic planning framework;
- To provide a statutory planning instrument to effectively guide the preparation of statutory plans, statutory referral documentation and policy (as may be required) to facilitate the orderly and proper planning of the area; and
- To facilitate the provision of an effective, efficient, integrated and safe transport network.

Councillors received a briefing from the Department of Planning on Monday 13 August 2018. That briefing clarified that upon adoption of the improvement plan by the WAPC, the key planning tool for the preparation of the improvement scheme will be a comprehensive structure plan.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

The structure plan will assess and guide future planning for IP47. It will address most of the objectives set out above in draft IP47 and set the land use planning framework for the improvement scheme. It will address planning considerations from the regional level through to local detailed planning.

Local Planning Policy 12 – Mandogalup Future Development (LPP12)

At its Ordinary Council Meeting held on the 27 June 2018, Council resolved to adopt LPP12 under Division 2 of the *Planning and Development (Local Planning Schemes) Regulations*, LPP12 articulates Council's vision for the whole of Mandogalup (including IP47) and guides future land use planning (see Attachment C).

The key objective of LPP12 is;

“To provide guidance to landowners, developers and Council to ensure that future development, zoning and structure planning occurs in a manner consistent with orderly and proper planning of the locality and reflecting the highest and best use of land in the context of the region”.

LPP12 identifies a number of planning principles for Mandogalup and proposes a number of key land use areas with some specific provisions for these areas.

Under LPP12, the area subject to draft IP47 is identified as Light Industrial Area, which is to be set aside for Light Industrial and Service Commercial Uses (see Attachment D). The policy states that “prior to rezoning, suitable investigation of appropriate lot sizes must occur to support the freight and logistics area”.

As LPS2 remains the operative scheme, the WAPC's planning consideration of IP47 must have due regard to the objectives and land uses identified in LPP12 as they apply to the whole of the Mandogalup locality. This point is included in the comments to be provided to the WAPC on draft IP47 as shown on Attachment E.

Comment on the planning purpose of draft IP47 and the objectives guiding the preparation of the Improvement Scheme.**Planning Purpose of draft IP47**

The purpose of draft IP47 is stated as follows:-

- Enable the WAPC to undertake all necessary steps to advance the planning and development within the plan area as provided for under Part 8 of the PD Act;
- Establish the strategic planning and development intent within the subject area;
- Provide for a strategic planning framework endorsed by the WAPC, Minister for Planning and the Governor;
- Authorise the preparation of an improvement scheme;
- Provide the objectives of the improvement scheme; and,
- Provide guidance to the preparation of statutory plans, statutory referral documentation and policy instruments.

City Officers comment that whilst this planning purpose is generally supported, there is little supporting detail provided to each of the above points.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

Much of the detail about what the “strategic planning and development intent” and “strategic planning framework” actually are, is left open and seems to be deferred for consideration later through further assessment and study. In this respect, the WAPC’s Land Use Planning Response released in February 2018 appeared more definitive, and did refer to the possible up-zoning of land to “Industrial” in the future within the area of IP47. This made sense given the identification of the area as ‘Industrial Investigation’ in the WAPC’s “South Metropolitan and Peel Sub-regional Planning Framework” released in March 2018.

City Officers take the view that such intent is now less clear in draft IP47, which states that all land use options (rural, urban and industrial) may be considered. Clarity on this matter is required, and in this respect, the Council has already stated its planning intent under LPP12 that IP47 be set aside as a “Light Industrial Area”.

Objectives guiding the preparation of the Improvement Scheme.

City Officers provide comments in the City’s draft letter to the WAPC in respect to each of the stated key objectives of the draft IP47. It is requested that the WAPC put in place a clear and robust framework that ensures consultation with the City on each of the objectives as they are prepared and completed. These are as follows:-

To provide for a strategic land use analysis that takes into consideration physical, economic and environmental features.

City Officers support a rigorous strategic land use analysis. It is understood that the WAPC is likely to engage independent consultants to undertake this work but it is unclear as to the role of the City in reviewing the accuracy of the reports/analysis provided by the consultants and the opportunity for the City to engage around the information/study outcomes before they move forward. City Officers have requested that WAPC establish an Improvement Plan Steering Committee with clear terms of reference to ensure that the City can review and input into each stage of the process. This should include provisions for how the WAPC will respond to issues raised during the process.

The analysis should consider the importance of IP47 within the wider strategic context of the Kwinana Industrial Area (KIA), Latitude 32, Postans Precinct, and Westport which includes the future Fremantle Outer Harbour. Already recognised by the WAPC as part of the Sub-regional Planning Framework in March 2018, the locality has been identified as ‘Industrial Investigation’.

City Officers also highlighted the conclusions of Site Planning and Design, specialists in industrial planning who undertook an industrial analysis at Mandogalup. It concluded that as Perth’s population reaches towards 3.5 million people, transport, postal and warehousing sectors are likely to be major employment growth industries following the construction of new freight handling facilities in the Outer Harbour and the establishment of related freight and logistics operations. Mandogalup’s comparative advantages include existing large lot areas that are ideally suited to general industry and large freight and logistics operators (4ha – 15ha lots are in short supply across the metropolitan region). Mandogalup also has proximity to established industrial areas, connections to freight road infrastructure, and direct access to regional/state and national freight networks.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

It is also considered relevant to alert the WAPC at this early stage that there are areas of banksia woodlands within and adjacent to IP47 with significant biodiversity value. A submission received by the City during the advertising of LPP12 from the Department of Biodiversity, Conservation and Attractions stated that there is an expectation that the future planning and structure plans within Mandogalup will address the management of environmental values on the site including remnant vegetation, the Commonwealth listed banksia woodland, Threatened Ecological Communities, wetlands, and threatened fauna habitat.

To provide a strategic planning framework to determine future land uses considering all land use options (rural, urban and/or industrial)

City Officers refer to Council's LPP12, which itself considers the planning framework for the IP47 area.

City Officers refer to matters of air quality impacts from nearby industry including the Alcoa Residue Disposal Area (RDA) and have urged a cautious approach to planning within IP47 to avoid long-term land use conflict. It is understood that air quality monitoring has now been completed but a final report has yet to be published. City Officers request that the WAPC fully consult the City on its position in respect to the appropriateness of land uses relative to the results of the air quality monitoring once determined.

As per LPP12, it is requested that the strategic planning framework should not consider IP47 in isolation of the remainder of the Mandogalup area. Rather, a holistic approach to the planning for the whole of the Mandogalup 'Cell' should occur. This should include district transport networks, identifying key land uses including transitional precincts, address key infrastructure provision (power, sewerage and water), protect environmental values and provide a staged approach to development for the locality, having regard to the land to the east that is currently the subject of a separate process seeking to lift the Urban Deferment. The WAPC need to ensure that the processes are designed such that there is a link between planning along the Kwinana Freeway and the IP47 area.

The use of transitional land uses between residential and sensitive land uses and industrial uses is encouraged as a part of the structure planning under IP47. LPP12 identifies a Transitional Area immediately east of the boundary of IP47. Other local planning policies should also be considered which include Local Policy No.1 – Landscape and Tree Retention and Local Planning Policy No.2 - Streetscapes.

Land assembly and land improvement considerations and practicalities should also be addressed and solutions articulated in the strategic planning framework. This should include staging plans, specific landowner responsibilities and any potential joint contribution arrangements for services and infrastructure.

To provide a statutory planning instrument through which to implement the strategic planning framework

City Officers request that the WAPC provide detail (at the adoption of the final Improvement Plan) on the full and comprehensive consultation process for the preparation and adoption of the improvement scheme.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

In this respect, the City would benefit from early discussions with the Department of Planning about the long-term intent of the WAPC towards 'normalising' the improvement plan area under the City's Local Planning Scheme.

These discussions should also address the likelihood that the WAPC may choose to delegate certain responsibilities for the operation of the improvement scheme such as certain assessment requirements and compliance roles. The City has experience with such delegation as part of its role within the *Hope Valley-Wattleup Redevelopment Act 2000* area (Latitude 32). It would be helpful for all parties to have an understanding of potential responsibilities in this regard to allow for necessary resourcing and policy development.

To provide a statutory planning instrument to effectively guide the preparation of statutory plans, statutory referral documentation and policy (as may be required) to facilitate the orderly and proper planning of the area

City Officers request that these matters form part of a full and comprehensive consultation process for the preparation and adoption of the improvement scheme. Early discussion about likely responsibilities for the ongoing scheme management of IP47 will clarify long term City of Kwinana responsibilities.

To facilitate the provision of an effective, efficient, integrated and safe transport network.

The Mandogalup area has significant strategic transport advantages given its proximity to established industrial areas, connections to freight road infrastructure, and direct access to regional/state and national freight networks. Being so close to the future Outer Harbour, the KIA, the Kwinana Freeway and the regional transport connections of Rowley and Anketell Roads are appealing to potential investors for future industrial or service commercial land uses.

It is important that the transport network within Mandogalup build on these strategic advantages. In doing so, careful thought is required to designing a safe and efficient local transport network that addresses the needs of the mix of anticipated land uses from residential areas, schools and ovals to industrial, service commercial or rural uses. Connections from the local transport networks to the district and regional transport networks need to ensure that the efficiencies and effectiveness of the regional networks are not adversely impacted.

Comment and additions to draft Improvement Plan 47

Lastly, as part of IP47's final adoption by the WAPC, City Officers request that the plan include the following additions:-

- The methodology being followed in the preparation and adoption of the structure plan for IP47. The structure plan will be the critical body of planning work informing the improvement scheme. It will integrate regional and district planning with detailed local level planning within the IP47 area.
- Inclusion of a timeframe or program for the preparation of the structure plan and the preparation of an improvement scheme amendment. Representatives of the Department of Planning have briefed Elected Members and City staff advising that the whole process should take 1 to 2 years. This should be detailed in the final IP47.

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

- Detail about how Council, affected landowners and the broader community will participate in the preparation of the structure plan and improvement scheme. The consultative process should be expansive and more than purely addressing statutory consultation requirements as legislation may demand. It should be noted that Council remains the responsible authority for the operation of LPS2 until replaced by the improvement scheme. Clarity is required about the role that Council will have as the responsible authority during the preparation of the Improvement Plan. In this context, City Officers also remind the WAPC that Council's local planning policies such as Local Policy No.1 – Landscape and Tree Retention shall be given due regard as part of the structure planning for IP47.
- Additional clarity about timing and consultation would give greater certainty to all stakeholders but be especially important to the landowners within IP47 many of whom remain concerned and anxious about the future of their land and homes.
- A correction is required on Page 2 of the draft IP47 under "Background". The land to the east and north east of IP47 is zoned Urban and Urban Deferred under the Metropolitan Region Scheme. The draft IP47 only refers to Urban zoned land.

City Officers have also raised the need to establish an agreement as to the best statutory planning management of land in the improvement plan area prior to the gazettal of an improvement scheme. This may well entail a formal agreement between the City of Kwinana and the Department of Planning. As noted above, clarity is required about Council's role as the responsible authority given LPS2 remains the prevailing planning scheme. This would also seek to clarify what applications would require referral to the WAPC prior to the adoption of the improvement scheme.

Further, as part of its final determination on IP47, City Officers request that the WAPC consider and outline its position to the future planning for the small number of landowners and residents located in the Hope Valley area (Lots 6, 7, 501, 502, 503 and 504 Mandogalup Road and Lot 379 Sayer Road, Hope Valley). Zoned Rural under LPS2, these lots are located 'in between' the LPP12 locality, the improvement plan area, and the area of the Latitude 32. At its meeting held on 27 June 2018, Council requested City Officers liaise with these residents in respect to planning under the scheme. This liaison will take place but it is also appropriate that the Department liaise with landowners and consider the best planning outcome for these lots.

LEGAL/POLICY IMPLICATIONS:

Part 8 of the *Planning and Development Act 2005* details the legislative procedures required for the preparation and making of an improvement plan and improvement scheme.

Under s119, in preparing and making improvement plan;-

"(1) *The Commission may —*

- (a) *certify in writing to the Minister that for the purpose of advancing the planning, development and use of any land — the land should be dealt with in all or any of the following ways, namely, planned, replanned, designed, redesigned, consolidated, resubdivided, cleared, developed, reconstructed or rehabilitated;*

and

15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

- (b) *recommend to the Minister that the land should be so dealt with or used for that purpose and made the subject of an improvement plan.*
- (2) *The recommendation is to be accompanied by a copy of the improvement plan and such supporting maps and texts as the Minister may require."*

Under s119, part (3B) requires that *"Before making a recommendation under subsection (1)(b) in relation to an improvement plan that authorises the making of an improvement scheme to apply to land in the district of a local government, the Commission must consult with the local government"*

The WAPC is enacting this part (3B) of the PD Act in seeking comments from the City about draft IP47. Once adopted, IP47 confers upon the WAPC the authority to undertake the necessary tasks to plan for and facilitate the implementation of an improvement scheme on behalf of the State Government. If an improvement scheme is adopted for an area, the WAPC becomes the responsible authority for land use planning.

Until the improvement scheme is adopted, LPS2 prevails and in this respect, relevant local planning policies will require due regard as would other relevant provisions of the scheme. As discussed, some clarity about Council's role as the responsible authority during the interim period is required.

It is noted however, that the process of making an improvement scheme as referred to in section 122B of the PD Act, provides only limited opportunity for participation by the affected local government. Under s. 122B(3A), before submitting an improvement scheme to the Minister under section 87, the Commission must consult with any affected local government. This would appear to be the extent of the local government's involvement in that process as required under the legislation.

The following strategic and policy based documents were considered in assessing the WAPC draft IP47.

City of Kwinana

- Local Planning Scheme No. 2
- Local Planning Policy No. 12 – Mandogalup Future Development

State Government

- Draft Perth and Peel @ 3.5 Million
- *Planning and Development (Local Planning Schemes) Regulations 2015*
- *Planning and Development Act 2005*
- South Metropolitan and Peel Sub-regional Planning Framework (2018)

FINANCIAL/BUDGET IMPLICATIONS:

There are no other direct financial implications associated with the adoption of IP47 by the Minister for Planning.

**15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION
ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP**

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications related to this item.

ENVIRONMENTAL IMPLICATIONS:

As noted, there are potential environmental implications which will require consideration under the improvement plan. This includes vegetation of a high environmental value and consideration of air quality when determining land use and design. Council's local planning policies such as Local Policy No.1 – Landscape and Tree Retention shall be given due regard as part of the structure planning for IP47.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objectives detailed in the Strategic Community Plan.

Plan	Outcome	Objective/s
Strategic Community Plan	A well planned City	2.5 Stimulate economic development and encourage diversification 4.4 Create diverse places and spaces where people can enjoy a variety of lifestyles with high levels of amenity

COMMUNITY ENGAGEMENT:

Further detail is required about how Council, affected landowners and the broader community will participate in the preparation of the structure plan and improvement scheme. The consultative process should be expansive and more than purely addressing statutory consultation requirements as legislation may demand.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That the optimal planning decisions are made for the IP47 locality, but also the whole of the Mandogalup for the long term.
Risk Theme	Best planning outcomes for the City of Kwinana
Risk Effect/Impact	Economic, environment and community

**15.1 CITY OF KWINANA COMMENTS TO THE WESTERN AUSTRALIAN PLANNING COMMISSION
ON DRAFT IMPROVEMENT PLAN 47: MANDOGALUP**

Risk Assessment Context	Strategic
Consequence	Major
Likelihood	Unlikely
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	That the WAPC be encouraged to widely consult and carefully consider a range of stakeholder views to determine the optimum outcome for the locality.
Rating (after treatment)	Low

COUNCIL DECISION

275

MOVED CR M KEARNEY

SECONDED CR S MILLS

That Council endorses the comments detailed in the draft letter (Attachment E) to the Western Australian Planning Commission (WAPC) on draft Improvement Plan 47: Mandogalup. The comments are provided to the WAPC for its consideration in making a recommendation to the Minister for Planning, Lands and Heritage on the adoption of the plan.

**CARRIED
7/0**



Our ref: RLS/0747
Enquiries: Sue Burrows: 6551 9432

Joanne Abbiss
Chief Executive Officer
City of Kwinana
PO Box 21
KWINANA WA 6966

Dear Joanne

DRAFT IMPROVEMENT PLAN 47: MANDOGALUP

The Western Australian Planning Commission (WAPC) recently approved draft Improvement Plan 47: Mandogalup, for the purpose of seeking comment from the City of Kwinana in accordance with section 199(3B) of the *Planning and Development Act 2005*.

Your comments on the draft Improvement Plan (please refer to attachments 1 and 2) are requested by 31 August 2018. Comments received will be considered by the WAPC in making a recommendation to the Minister for Planning, on the adoption of the Plan.

Subject to endorsement of the Improvement Plan by the Minister, work will commence on the preparation of a Structure Plan and Improvement Scheme to provide a strategic and statutory land use framework for the area. Preparing the Improvement Scheme will require detailed technical investigations, including assessment of future land use options.

For enquiries, please contact Sue Burrows, A/Assistant Director General on 6551 9432 or sue.burrows@dplh.wa.gov.au.

I look forward to ongoing engagement with the City of Kwinana.

Yours sincerely

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

David Caddy
Chairman

31 July 2018

IMPROVEMENT PLAN 47

MANDOGALUP



WESTERN AUSTRALIAN PLANNING COMMISSION

< MONTH DATE >

File Ref:

1.0 Introduction

Under section 119 of the *Planning and Development Act 2005* (the “*PD Act*”), the Western Australian Planning Commission (WAPC) is authorised to certify and recommend to the Minister for Planning that an improvement plan be prepared for the purpose of advancing the planning, development and use of any land within the State of Western Australia.

The improvement plan provisions of the *PD Act* state that the WAPC, with the approval of the Governor, may:

- a) plan, replan, design, redesign, consolidate, resubdivide, clear, develop, reconstruct or rehabilitate land held by the State under the *PD Act* or enter into agreement with an owner of land not held by it within the improvement plan area;
- b) provide for the land to be used for such purposes as may be appropriate or necessary;
- c) make necessary changes to land acquired or held by it under the *PD Act*;
- d) manage the tenure of ownership of the land or any improvements to that land held by it under the *PD Act* or enter into agreement with other owners of land within the improvement plan area for the same purposes;
- e) recover costs in implementing the agreement with any owner of land within the improvement plan area; and
- f) do any act, matter or thing for the purpose of carrying out any agreement entered into with other landowners.

Improvement Plan 47: Mandogalup (IP47) confers upon the WAPC the authority to undertake the necessary tasks to plan for and facilitate the implementation of an improvement scheme (the “Scheme”) on behalf of the Western Australian State Government.

2.0 Background

The improvement plan is located in the Mandogalup area which is within the City of Kwinana. The area is bounded by the Kwinana Freeway to the east, Rowley Road to the north, Anketell Road to the south, and the Kwinana Industrial Area (KIA) to the west. Land within the IP47 area is zoned Rural under the Metropolitan Region Scheme (MRS) and uses include agriculture, horticulture and associated residential dwellings. The land to the east and north east is zoned Urban under the MRS. Other land use in the area include extraction of sand and ALCOA residue disposal area to the west

Future options for this area have been considered as part of land use planning investigations over the last 10 years (as outlined below), which have emphasised the need for further investigations.

- Jandakot Structure Plan (WAPC, 2007)
- Kwinana Industrial (including Air Quality) Buffer (WAPC, 2008)
- Environmental Protection Authority s16(e) advice (EPA, 2017)
- The South Metropolitan Peel Sub-regional planning framework (WAPC, 2018)

3.0 Purpose

The purpose of Improvement Plan 47 is to:

- enable the WAPC to undertake all necessary steps to advance the planning and development within the plan area as provided for under Part 8 of the *PD Act*;
- establish the strategic planning and development intent within the subject area
- provide for a strategic planning framework endorsed by the WAPC, Minister for Planning and the Governor;
- authorise the preparation of an improvement scheme;
- provide the objectives of the improvement scheme; and

- provide guidance to the preparation of statutory plans, statutory referral documentation and policy instruments.

4.0 Improvement scheme

Section 122A of the *PD Act* enables the WAPC to introduce an improvement scheme in areas where an improvement plan is in place. Where applied, the provisions of an improvement scheme will prevail over the applicable local planning scheme.

IP47 authorises the making of an improvement scheme, by resolution of the WAPC and approval of the Minister for Planning. The following objectives will guide preparation of the improvement scheme:

- to provide for a strategic land use land use analysis that takes into consideration physical, economic and environment factors;
- to provide a strategic planning framework to determine future land use considering all land use options (rural, urban and/ or industrial);
- to provide a statutory planning instrument through which to implement the strategic planning framework;
- to provide a statutory land use planning instrument to effectively guide the preparation of statutory plans, statutory referral documentation and policy (as may be required) to facilitate orderly and proper planning of the area; and
- to facilitate the provision of an effective, efficient, integrated and safe transport network.

Preparing the improvement scheme will require detailed technical investigations, including assessment of future land use options, examination of area characteristics/capability, and identification of strategies to mitigate health and amenity impacts such as transition requirements. This work will feed into the preparation of a structure plan and, ultimately, preparation of the scheme documentation.

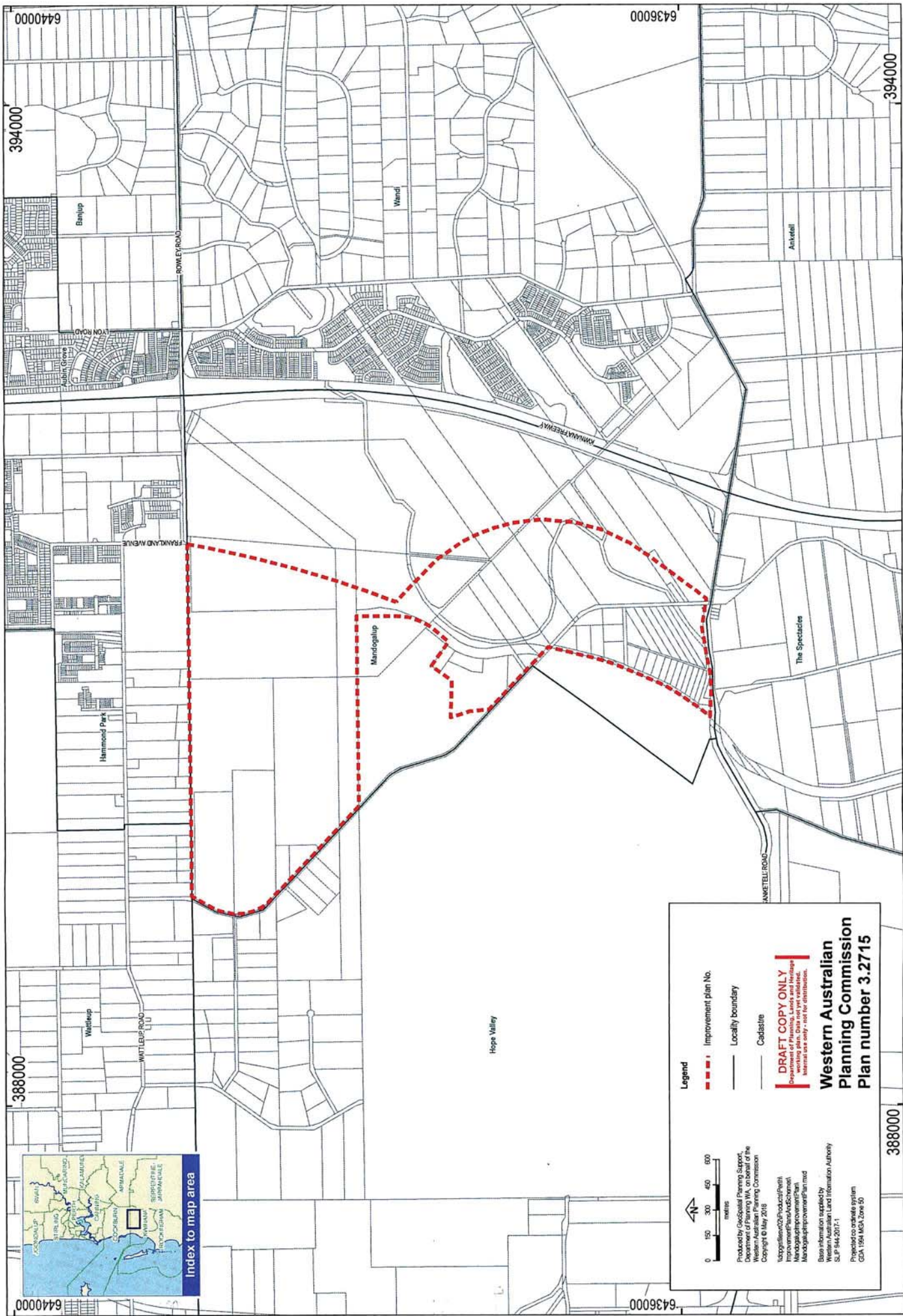
Once gazetted the improvement scheme will prevail over the City of Kwinana's Local Planning Scheme No. 2. The WAPC will be responsible for determining land use planning matters in the scheme area

5.0 Improvement plan area

The area that is subject to this plan is depicted on WAPC Plan Number

6.0 Affected local government

The City of Kwinana will be affected by IP47.



Index to map area

Legend

- Improvement plan No.
- Locality boundary
- Cadastre

DRAFT COPY ONLY
This is a draft copy of the improvement plan. It is not a final plan and should not be used for any purpose other than for information only. It is not a final plan and should not be used for any purpose other than for information only.

**Western Australian
Planning Commission
Plan number 3.2715**

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Western Australian Planning Commission
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Wattleup
Hammond Park
Mandogalup
The Spectacles

Base information supplied by
Western Australian Land Information Authority
SLIP 544-2017-1
Provided to the public system
GDA 1984 MGA Zone 50

CITY OF KWINANA

- 6 AUG 2018

Officer: _____

No: _____



QUESTION & ANSWER

SECTION 16(E) LAND USE PLANNING RESPONSE AT MANDOGALUP

EPA Section 16e Advice

In June 2017, the Environmental Protection Authority (EPA) provided the Minister for Environment with a section 16(e) advice titled "*Consideration of potential health and amenity impacts of dust in determining the size of a buffer for urban development in the Mandogalup area*".

This advice was requested by the previous government to assist in the consideration of establishing legislation to control urban (residential) and other sensitive land uses in the vicinity of the Kwinana Industrial Area (particularly in close proximity to Alcoa's Kwinana Residue Disposal Area (RDA)).

The subject area is shown on Map 1. The area consists of four sub-areas (A-D) that have been defined on the basis of air quality and amenity impacts as outlined in the EPA's advice.

What were the key findings of the EPA Section 16e advice?

Key findings in the section 16(e) advice by EPA include:

- in area A, located in the eastern area of Mandogalup (abutting the Kwinana Freeway) there are negligible health risks or likelihood of unreasonable amenity impacts from dust produced by the RDA..
- health and amenity impacts appear unlikely in Area B but further investigations are required; and
- air quality in areas to the north and north-east of the RDA (Area(s) C and D) does not appear to currently meet the revised National Environment Protection (Ambient Air Quality) Measure (NEPM) goal for air quality, under both current and planned (reduced) future RDA operation. There is also a potential for amenity impacts.

WHAT'S CHANGING

The State Government has endorsed findings by the Environmental Protection Authority that will allow for urban development on land to the north east of the RDA as it found negligible health and amenity impact from dust in this area.

Urban zoned land can accommodate residential, and other land uses such as commercial, light industrial or other employment activities. Suitability of land uses will be determined when more detailed planning takes place.

The Western Australian Planning Commission will start preparing a draft improvement plan over rural land to the north, south and east of the RDA (land in closest proximity to the RDA boundary).

What is an improvement plan/improvement scheme?

- Section 119 of the Planning and Development Act 2005 states that the Western Australian Planning Commission (WAPC) can recommend to the Minister that an improvement plan be made “for the purpose of advancing the planning, development and use of land”
- Improvement plans are statutory land use planning instruments that can be used to facilitate the development of land in areas identified by the WAPC as requiring special planning.
- An improvement plan can also be used to provide the head-of-power to create an improvement scheme.
- An improvement scheme operates in a similar manner as a local planning scheme but it is administered by the WAPC.

What is the purpose of the improvement plan/improvement scheme at Mandogalup?

- It is proposed that an improvement plan and scheme be placed over land currently zoned rural under the Metropolitan Region Scheme (area identified in attached Map to the north, south and east of the RDA).
- This will enable the land to be strategically planned for future land use development.
- There will be further assessment of potential health and amenity impacts of future industrial activities in the area as part of preparing the improvement plan/ improvement scheme.
- Preparing an improvement plan requires the Western Australian Planning Commission (WAPC) to consult with local government, industry and landowners.
- Preparation of an improvement scheme follows the same process as for a local planning scheme (as provided in the *Planning and Development (Local Planning Scheme) Regulations 2015*).

What does the improvement plan and improvement scheme mean for existing landowners?

I. Land Owners in Area A

It is not proposed to put an improvement plan over Area A. Land owners within Area A on land zoned Urban will be able to progress development opportunities in line with any approved structure plans. In areas not yet subject to structure plan approvals, consideration in the preparation of any plan will need to have due regard to the lands interface with the proposed improvement plan area.

Land owners with land zoned Rural may continue to operate rural activities on the land. If land owners wish to seek a change in zoning for the land, this will require the preparation of a re-zoning submission to both the Metropolitan Region Scheme and the Local Town Planning Scheme, for consideration by the local government and the WAPC.

II. Land Owners in Areas B, C and D

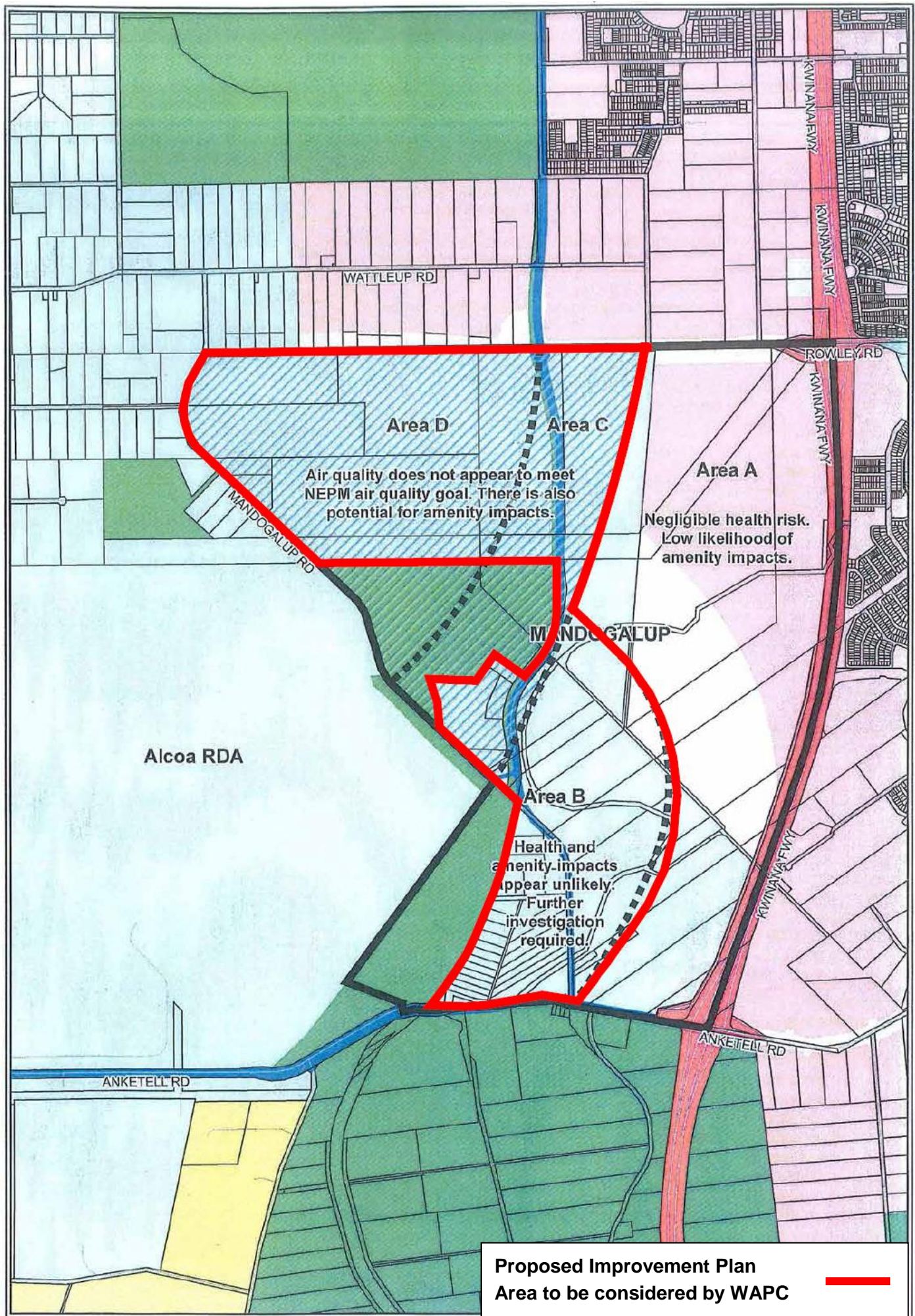
An improvement plan and improvement scheme is proposed to be placed over these areas. Existing rural living activities remain unaffected, however the improvement plan may allow for a possible up-zoning of land to “Industrial” in the future. Future development will be subject to further investigation by the WAPC. If an improvement plan is adopted for the area, the WAPC becomes the responsible authority for land use planning.

III. Residential development in surrounding areas

New residential subdivision/ development in Mandogalup, and surrounding land in Hammond Park and Wattleup, will be subject to notifications on titles advising future residents of potential amenity impacts associated with dust.

What does it mean for industry in the Kwinana Industrial Area?

- The improvement plan and scheme will allow for greater certainty for Industry and ensure adequate separation from new residential populations and strategic/heavy industrial activity.
- Existing and future industrial developments will still be required to comply with all relevant planning and environmental requirements.



Addendum

Following a meeting with the Mandogalup residents on 18 May 2018, please note that the WAPC will investigate and give consideration to all development scenarios, Rural, Urban and Industrial, for the area proposed to be placed under an improvement plan for Mandogalup.

Local Planning Policy 12

Mandogalup Future Development



Council Policy

Local Planning Policy 12 – Mandogalup Future Development

D18/40823

1. Title

Local Planning Policy 12 – Mandogalup Future Development

2. Policy Objectives

To provide guidance to landowners, developers and Council to ensure that future development, zoning and Structure Planning occurs in a manner consistent with orderly and proper planning of the locality and reflecting the highest and best use of land in the context of the region.

3. Policy Application

- *City of Kwinana Local Planning Scheme No.2*
- Strategic Community Plan
- State Planning Policy 4.1 State Industrial Buffer
- Draft State Planning Policy 4.1 Industrial Interface
- State Planning Policy 5.4 Road and Rail Transport Noise and Freight Considerations in Land Use Planning
- Draft State Planning Policy 5.4 Road and Rail Noise
- Perth and Peel @ 3.5 million
- South Metropolitan Peel Sub Regional Planning Framework, March 2018
- Question and Answer; Section 16(e) Land Use Planning Response at Mandogalup, February 2018

4. Definitions

The terms used in this policy have the same meaning as if they were terms used in the City's Local Planning Scheme No.2.

- Areas A, B, C and D are given the same meanings as Areas A, B, C and D respectively as detailed in the Question and Answer; Section 16(e) Land Use Planning Response at Mandogalup, February 2018.

5. Planning Principles

5.1 The City supports the continued operation, development and protection of industrial land uses within and adjacent to the Mandogalup Area and will not support development that has the potential to restrict or impinge upon the future growth of industry in the region.

5.2 Recognising the long-term importance of Kwinana Outer Harbour, land uses of a light industrial and service commercial nature will be promoted in Areas B, C and D as the desired future outcome of the area.

5.3 There will need to be an appropriate interface within Area A between approved residential areas and adjacent light industrial and service commercial land uses in Areas B, C and D to protect the amenity of residents. An appropriate solution would be for this to take the form of composite lots allowing for dual owner/operator residential / industrial uses.

5.4 Sensitive Land Uses will not be supported within Areas B, C and D.

6. Policy Areas

The following objectives should be read in conjunction with the Policy Map. The objectives set out Council's long-term vision for the development of the area and will need to be supported by future rezoning.

6.1 Residential Area

Refers to Area A, including the existing Development Zone, but excludes the Transitional Area, Freight Road Interface Area and Station Precinct Area. It is intended that this area will continue to be developed as per the provisions of Local Planning Scheme No.2

6.2 Light Industry Area

Refers to Areas B, C and D. It is intended that this area will be set aside for Light Industrial and Service Commercial Uses. Prior to rezoning, suitable investigation of appropriate lot sizes must occur to support such uses as freight and logistics in the area.

6.3 Transition Area

This area is intended to support Composite Residential/Light Industrial Uses where residential and light industrial uses may be provided for on the same lot to provide for owner operator light industrial uses as well as providing a suitable interface between the Light Industry and Residential Areas. A minimum lot size of 0.5 hectare is considered appropriate.

6.4 Station Precinct Area

This area is intended for a future railway station and residential uses, as well as service commercial and commercial uses to support the Kwinana Outer Harbour. Given the large workforce accessing the Kwinana Outer Harbour, a major passenger rail/bus interface will be required for access to the area. Complementary land uses, such as fast food, banks, offices and shops will be supported in this area. The size of this area will be determined following investigations at the time of rezoning.

6.5 Freight Road Interface Area

This area is intended for rezoning and development in accordance with draft State Planning Policy 5.4. Future zoning in this area should seek to avoid the risk of land use conflict in the area by identifying suitable non-sensitive uses that provide adequate spatial separation. Where it is considered unavoidable to place sensitive land uses within this area, the onus will be on the proponent to demonstrate why alternative land uses or design solutions are not suitable.

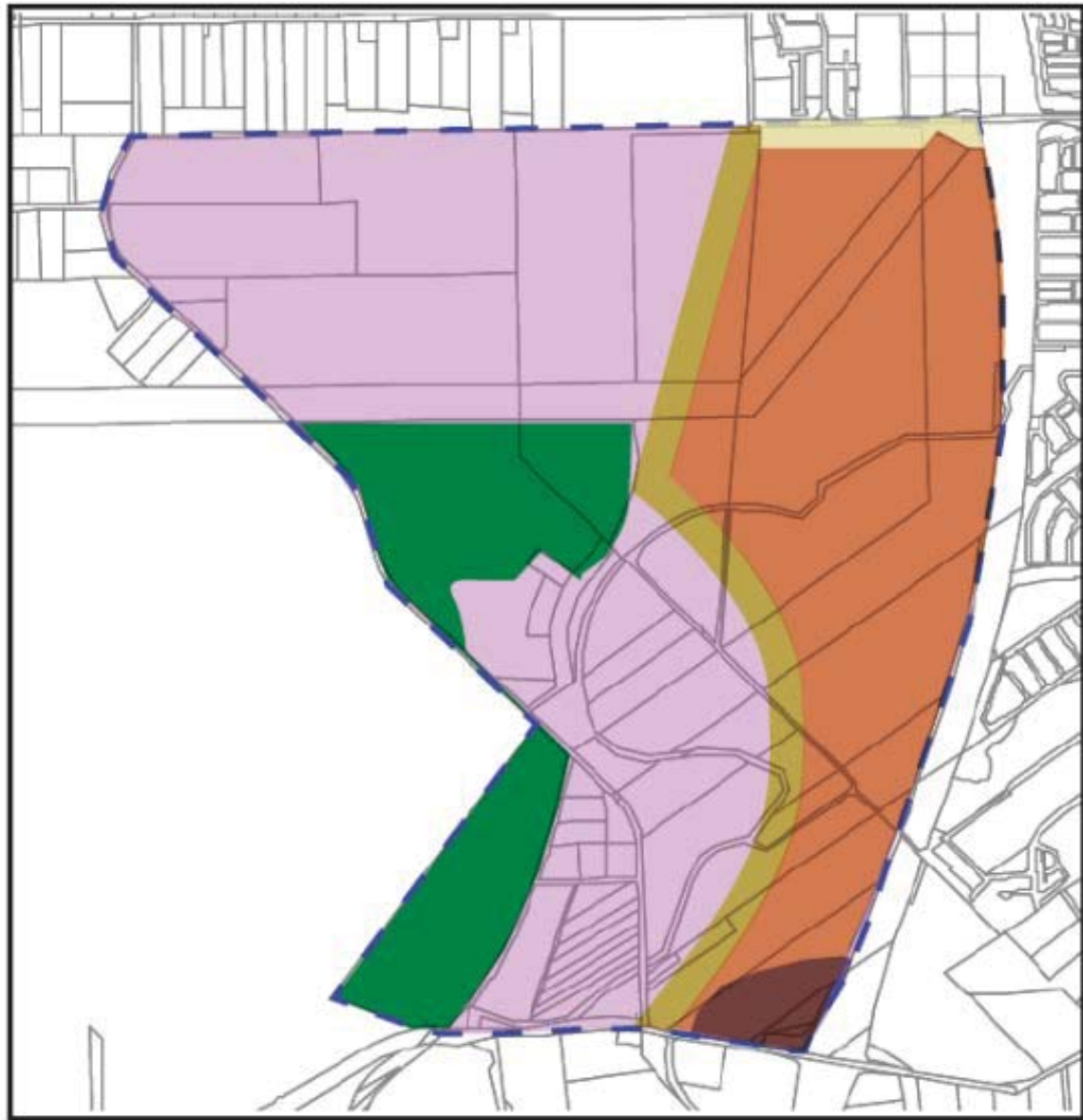
7. Future Rezoning

In order to ensure optimal planning outcomes for the Mandogalup area, future rezoning of land under both the Metropolitan Region Scheme and Local Planning Scheme should be accompanied by structure planning which must demonstrate regard to and address the regional planning context, and provide a holistic and cohesive approach to planning across Area A.

This should include district transport networks, identifying key land uses including transitional precincts, address key infrastructure provision (power, sewerage and water), protect environmental values and provide a staged approach to development for the locality.

Any structure plans must receive the support of the WAPC, demonstrating that it does not constrain and/or prejudice the optimal development of the Improvement Plan and Improvement Scheme but supports the development of that area.

Mandogalup Future Development Policy Map

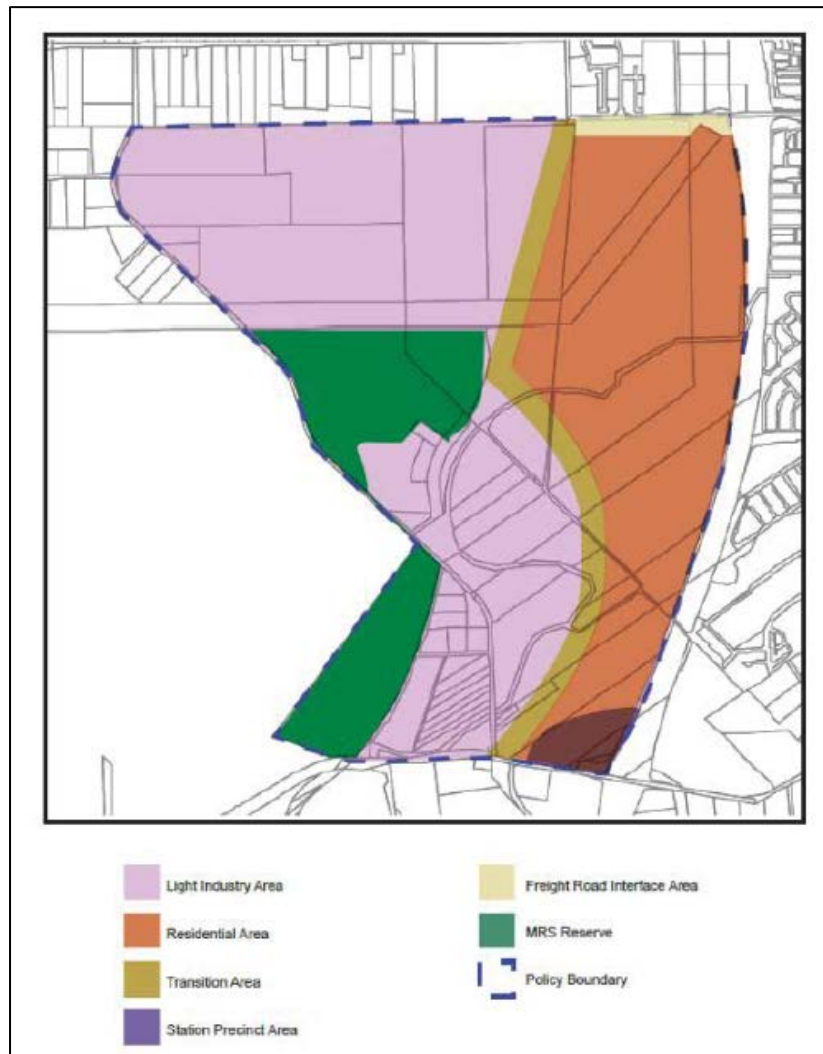


8. References

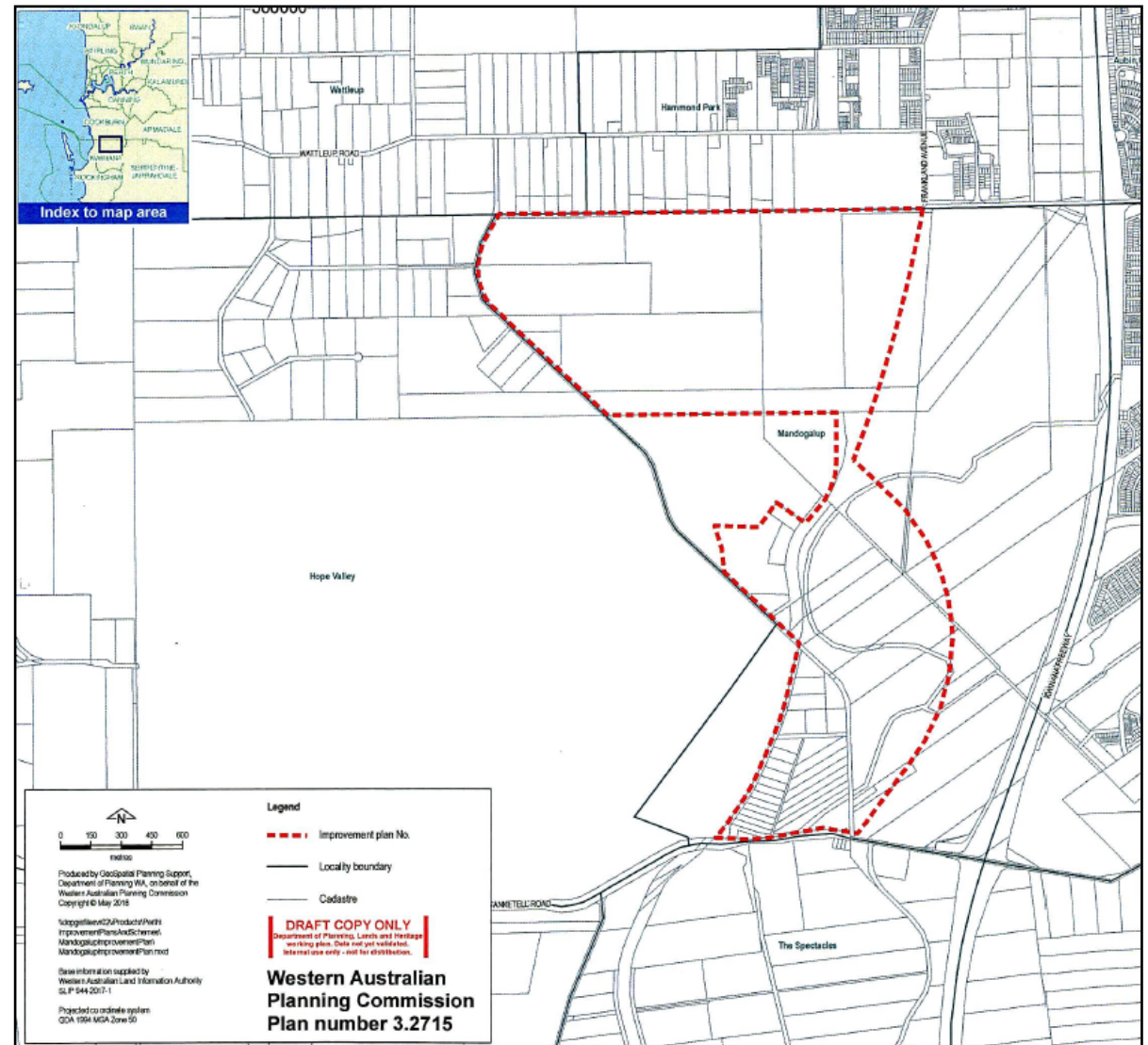
Name of Policy	Local Planning Policy 12 – Mandogalup Future Development
Date of Adoption and resolution No	27 June 2018 (208)
Review dates and resolution No #	-
Next review due date	-
Legal Authority	Insert the Act/Regulation and section/clause for which this Policy may be made.
Directorate	City Regulation
Department	Planning
Related documents	<p>Acts/Regulations <i>City of Kwinana Local Planning Scheme No.2</i></p> <p>Plans/Strategies</p> <ul style="list-style-type: none"> - Perth and Peel @ 3.5 million - South Metropolitan Peel Sub Regional Planning Framework, March 2018 - Strategic Community Plan <p>Policies</p> <ul style="list-style-type: none"> - State Planning Policy 4.1 State Industrial Buffer - Draft State Planning Policy 4.1 Industrial Interface - State Planning Policy 5.4 Road and Rail Transport Noise and Freight Considerations in Land Use Planning - Draft State Planning Policy 5.4 Road and Rail Noise <p>Other documents Question and Answer; Section 16(e) Land Use Planning Response at Mandogalup, February 2018</p>

Note: Changes to References may be made without the need to take the Policy to Council for review.

Mandogalup Future Development Policy Map



Improvement Plan No. 47 Mandogalup



The Chairman
Western Australian Planning Commission
Locked Bag 2506
Perth WA 6001

Dear Sir

**COMMENT FROM THE CITY OF KWINANA ON DRAFT IMPROVEMENT PLAN 47:
MANDOGALUP**

Thank you for the opportunity to provide comment on draft Improvement Plan 47:
Mandogalup (IP47).

In general, the City supports the draft IP47 and advises that it welcomes the plan being progressed as a priority that provides greater clarity and certainty for residents and landowners in the locality.

The City received a briefing about draft IP47 from officers of the Department of Planning, Lands and Heritage (Department of Planning) on Monday 13 August 2018, which clarified that upon adoption of the improvement plan by the Minister for Planning, the key planning tool for the preparation of the improvement scheme will be a comprehensive structure plan. The structure plan will assess and guide future planning for IP47 and set the land use planning framework for the improvement scheme.

What is unclear is the role of the City in reviewing the structure plan and accompanying reports/analysis that feeds into the improvement plan, and, the opportunity for the City to engage in the development of outcomes during the process of the adoption of an improvement scheme.

The City requests that the Western Australian Planning Commission (WAPC) establish an Improvement Plan Steering Committee with clear terms of reference to ensure that the City can review and input into each stage of the process. This should include provisions for how the WAPC will respond to issues raised during the process and circumstances where there may be conflicting views. This Steering Committee should be established as a priority and be a requirement of the adoption of IP47.

The City's comments are broken down into three parts; firstly, the WAPC is asked to consider the land use intent and principles detailed in Council's adopted Local Planning Policy No. 12: Mandogalup Future Development (LPP12). Secondly, specific comment on the planning purpose and objectives set out for the Improvement Scheme. Finally, the City comments on additional detail which should be added prior to adoption of the final IP47 and/or considered separately.

City of Kwinana Administration

Corner Gilmore Avenue and Sulphur Road, Kwinana WA 6167

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Email customer@kwinana.wa.gov.au | **Website** kwinana.wa.gov.au



Local Planning Policy No. 12: Mandogalup Future Development

As the WAPC is aware, Council adopted Local Planning Policy No. 12: Mandogalup Future Development (LPP12) at its Ordinary Council Meeting held on 27 June 2018 in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015, Schedule 2*. A copy of LPP12 is shown on Attachment A. The policy was commenced at a time when there was an absence of strategic planning direction for this area prior to the WAPC's South Metropolitan and Peel Sub-regional Planning Framework. The City felt it necessary to provide leadership in this space.

LPP12 sets out Council's position with respect to land uses and key principles for planning across the entire Mandogalup locality (including IP47). It provides guidance to landowners, developers and decision makers to ensure that future development, zoning and structure planning in Mandogalup occurs in a manner consistent with orderly and proper planning of the locality. It also reflects the highest and best use of land in the context of the region based on independent strategic land use analysis being undertaken.

Under LPP12, the locality of draft IP47 is identified as a Light Industrial Area, which is to be set aside for Light Industrial, and Service Commercial Uses. The policy states that "prior to rezoning, suitable investigation of appropriate lot sizes must occur to support the freight and logistics area".

Council's position is that IP47 be set aside for these uses, as LPP12 reflects the considerable assessment and consultation undertaken by the City as part of the preparation and adoption of the local planning policy. This included consideration of the WAPC's "Question and Answer Section 16(e) Land Use Planning Response at Mandogalup" released in February 2018 (Land Use Planning Response).

The WAPC's planning consideration of IP47 should take account of the objectives and land uses identified in LPP12 as they apply to IP47 and across the whole of the Mandogalup locality.

Comment on the planning purpose of draft IP47 and the objectives guiding the preparation of the Improvement Scheme

Planning Purpose of draft IP47

The purpose of draft IP47 is stated as follows:-

- Enable the WAPC to undertake all necessary steps to advance the planning and development within the plan area as provided for under Part 8 of the PD Act;
- Establish the strategic planning and development intent within the subject area;
- Provide for a strategic planning framework endorsed by the WAPC, Minister for Planning and the Governor;
- Authorise the preparation of an improvement scheme;
- Provide the objectives of the improvement scheme; and,

- Provide guidance to the preparation of statutory plans, statutory referral documentation and policy instruments.

This planning purpose is generally supported and addresses the main concerns albeit that there is little supporting detail to each of the above points.

Much of the detail about what the “strategic planning and development intent” and “strategic planning framework” actually are is left open and seem to be deferred for consideration at later stages through further assessment and study. In this respect, the WAPC’s Land Use Planning Response released in February 2018 appeared more definitive, and did refer to the possible up-zoning of land to “Industrial” in the future within the area of IP47. This appears consistent with the identification of the area as ‘Industrial Investigation’ in the WAPC’s “South Metropolitan and Peel Sub-regional Planning Framework” released in March 2018.

Such intent is now less clear in draft IP47, which states that all land use options (rural, urban and industrial) may be considered. Clarity on this matter is required, and in this respect, the Council has already stated its planning intent under LPP12 that IP47 be set aside as a “Light Industrial Area”.

Objectives guiding the preparation of the Improvement Scheme

The following comments are made in respect to each of the stated key objectives of the draft IP47. It is requested that the WAPC put in place a clear and robust framework that ensures consultation with the City on each of the objectives as they are prepared and completed.

To provide for a strategic land use analysis that takes into consideration physical, economic and environmental features

A rigorous strategic land use analysis is supported. It is understood that the WAPC is likely to engage independent consultants to undertake this work but it is unclear as to the role of the City in reviewing the accuracy of the reports/analysis provided by the consultants and the opportunity for the City to engage around the information/study outcomes before they move forward. City Officers have requested that WAPC establish an Improvement Plan Steering Committee with clear terms of reference to ensure that the City can review and input into each stage of the process. This should include provisions for how the WAPC will respond to issues raised during the process.

The analysis should consider the importance of IP47 within the wider strategic context of the Kwinana Industrial Area (KIA), Latitude 32, Postans Precinct, and Westport which includes the future Fremantle Outer Harbour. One major consideration will be the future development of the core of the KIA. The area is significantly developed and the economic prosperity of the State may rely on the ability to expand the core in the future. A greater understanding of the economic benefits and risk created by encroaching urban development will be key to competent decision making.

Already recognised by the WAPC as part of the Sub-regional Planning Framework in March 2018, the locality has been identified as ‘Industrial Investigation’. Planning for optimum outcomes for the new port, KIA and supporting industrial areas is clearly essential for the prosperity of the State and presents a sustainable opportunity to increase local wealth and jobs.

Prior to the adoption of LPP12, Council engaged Site Planning and Design, specialists in industrial planning to undertake an industrial analysis at Mandogalup. It concluded that as Perth's population reaches towards 3.5 million people, transport, postal and warehousing sectors are likely to be major employment growth industries following the construction of new freight handling facilities in the Outer Harbour and the establishment of related freight and logistics operations. Mandogalup's comparative advantages include existing large lot areas that are ideally suited to general industry and large freight and logistics operators (4ha – 15ha lots are in short supply across the metropolitan region). Mandogalup's strategic position is further reinforced by its' proximity to established industrial areas, connections to freight road infrastructure, and direct access to regional/state and national freight networks.

The City concedes that this type of development may take decades to achieve, dependant upon the timing of the expansion of the Outer Harbour. There are no doubt short term developments which are economically viable however there are few areas that are better suited to industrial development into the future. With traditional industrial areas in the corridor, such as O'Connor and Bibra Lake coming under increasing pressure from urban encroachment, key to the metropolitan region's success will be the ability of planning authorities to withstand pressure for immediate returns, with a focus on the long term functionality of the Perth and Peel region.

It is also relevant to note at this early stage that there are areas of banksia woodlands within and adjacent to IP47 with significant biodiversity value. A submission received by the City during the advertising of LPP12 from the Department of Biodiversity, Conservation and Attractions stated that there is an expectation that the future planning and structure plans within Mandogalup will address the management of environmental values on the site including remnant vegetation, the Commonwealth listed banksia woodland, Threatened Ecological Communities, wetlands, and threatened fauna habitat.

To provide a strategic planning framework to determine future land uses considering all land use options (rural, urban and/or industrial)

As discussed above, Council's LPP12 identifies the IP47 area for Light Industrial and Service Commercial Uses with potential for such uses as freight and logistics.

Matters of air quality impacts from nearby industry including the Alcoa Residue Disposal Area remain ongoing and requires cautious forward planning within IP47 to avoid long-term land use conflict. The City understands that air quality monitoring has now been completed but a final report has yet to be published. The City requests that the WAPC fully consult the City on its position in respect to the appropriateness of land uses relative to the results of the air quality monitoring once determined.

It is important that the strategic planning framework does not consider IP47 in isolation of the remainder of the Mandogalup area. Rather, a holistic approach to the planning for the whole of the Mandogalup 'Cell' should occur. This should include district transport networks, identifying key land uses including transitional precincts, address key infrastructure provision (power, sewerage and water), protect environmental values and provide a staged approach to development for the locality, having regard to land to the east that is currently the subject of a separate process seeking to lift the Urban Deferment. The WAPC need to ensure that the processes are designed such that there is a link between planning along the Kwinana Freeway and the IP47 area.

The use of transitional land uses between residential and/or sensitive land uses and light industry or service commercial is detailed in Council's LPP12 and encouraged as a part of the structure planning under IP47. LPP12 identifies a Transitional Area immediately east of the boundary of IP47. Other local planning policies should also be considered which include Local Policy No.1 – Landscape and Tree Retention and Local Planning Policy No.2 - Streetscapes.

Land assembly and land improvement considerations and practicalities should be addressed and solutions articulated in the strategic planning framework. This should include staging plans, specific landowner responsibilities and any potential joint contribution arrangements for services and infrastructure.

To provide a statutory planning instrument through which to implement the strategic planning framework

As noted above, it is requested that the WAPC detail a full and comprehensive consultation process for the preparation and adoption of the improvement scheme which clearly outlines the nature of consultation, the stages at which requests for input will be made, and how conflicting matters are to be resolved. The City specifically requests this be formalised by way of an IP47 Steering Committee with relevant terms of references determined.

In this respect, the City would benefit from early discussions with Department of Planning about the long-term intent of the WAPC towards 'normalising' the improvement plan area under the City's Local Planning Scheme in the longer term.

These discussions should also address the likelihood that the WAPC may choose to delegate certain responsibilities for the operation of the improvement scheme such as certain assessment requirements and compliance roles. The City has experience with such delegation as part of its role within the *Hope-Valley Wattleup Redevelopment Authority Act 2000* (Latitude 32). It would be helpful for all parties to have an understanding of potential responsibilities in this regard to allow for necessary resourcing and policy development.

To provide a statutory planning instrument to effectively guide the preparation of statutory plans, statutory referral documentation and policy (as may be required) to facilitate the orderly and proper planning of the area

These matters should form part of a full and comprehensive consultation process for the preparation and adoption of the improvement scheme. As discussed, early discussion about likely responsibilities for the ongoing management of IP47 after gazettal is required to clarify any long term responsibilities for the City.

To facilitate the provision of an effective, efficient, integrated and safe transport network

The Mandogalup area has significant strategic transport advantages given its proximity to established industrial areas, connections to freight road infrastructure, and direct access to regional/state and national freight networks. Being so close to the future Outer Harbour, the KIA, the Kwinana Freeway and the regional transport connections of Rowley and Anketell Roads are appealing to potential investors for future industrial or service commercial land uses.

It is important that the transport network within Mandogalup build on these strategic advantages. In doing so, careful thought is required to designing a safe and efficient local transport network that addresses the needs of the mix of anticipated land uses from residential areas, schools and ovals to industrial, service commercial or rural uses. Connections from the local transport networks to the district and regional transport networks need to ensure that the efficiencies and effectiveness of the regional networks are not adversely impacted.

Comment and additions to draft Improvement Plan 47

Lastly, as part of IP47's final adoption by the WAPC, Council requests that the plan include the following additions:-

- The methodology being followed in the preparation and adoption of the structure plan for IP47. The structure plan will be the critical body of planning work informing the Improvement Scheme. It will integrate regional and district planning with detailed local level planning within IP47 area. Based on advice to date, it seems likely that the WAPC will embark on the structure plan shortly after endorsement of the improvement plan by the Minister for Planning. This should be detailed in the final IP47.
- Include a timeframe for the preparation and adoption of the structure plan and then the preparation of an improvement scheme amendment. Representatives of the WAPC have briefed Councillors and City staff advising that the whole process should take 1 to 2 years. The adopted IP47 should include detail about the intended timing of the key components.
- Detail about how the City, affected landowners, stakeholders and wider community will participate in the preparation of the structure plan and improvement scheme. It is the City's view that the consultative process should be expansive and more than purely addressing statutory consultation requirements as legislation may demand. It should be noted that Council remains the responsible authority for the operation of LPS2 until replaced by the improvement scheme. Clarity is required about the role that Council will have as the responsible authority during the preparation of the Improvement Plan. In this context, City Officers also remind the WAPC that Council's local planning policies such as Local Policy No.1 – Landscape and Tree Retention shall be given due regard as part of the structure planning for IP47.
- Additional clarity about process, timing and consultation would give greater certainty to all stakeholders but be especially relevant to the landowners within IP47 in particular, many of whom remain concerned and anxious about the future of their land and homes.
- A correction is required on Page 2 of the draft IP47 under "Background". The land to the east and north east of IP47 is zoned Urban and Urban Deferred under the Metropolitan Region Scheme. The draft IP47 only refers to Urban zoned land.

As a related but separate matter, the City has previously advised the Department of Planning of the need to establish an agreement as to the best statutory planning management of land in the improvement plan area prior to the gazettal of an improvement scheme. This would also seek to clarify what applications would require referral to the WAPC prior to the adoption of the improvement scheme. This may well entail a formal agreement between the City of Kwinana and the Department of Planning. As noted previously, as it remains the responsible authority under LPS2, clarity is requested about

Council's role in the preparation of the structure plan. In this respect, the WAPC is reminded that there are a range of local planning policies under the City's Local Planning Scheme that impact on structure planning and that these should be considered. For instance,

- LPP No. 12 – Mandogalup Future Development;
- Local Planning Policy (LPP) No.1 – Landscape and Tree Retention is an important policy focused on tree retention in new development areas;
- LPP No. 2 – Streetscape focuses on urban amenity and built form and promotes the design of and benefits of street trees;
- LPP – Development within the Industrial Zones;
- LPP No. 8 Designing Out Crime; and
- LPP No. 5 Contributions towards Public Art.

Further, as part of its final determination on IP47, it is requested that the WAPC consider and outline its position to the future planning for a small number of landowners and residents located in the Hope Valley area (Lots 6, 7, 501, 502, 503 and 504 Mandogalup Road and Lot 379 Sayer Road, Hope Valley). Currently zoned Rural under the City's Local Planning Scheme, these lots are located 'in between' the LPP12 locality, the improvement plan and improvement scheme area, and the area of the *Hope Valley Wattleup Redevelopment Act 2000*. Council has requested City Officers liaise with these residents in respect to planning under LPP12, and it is considered appropriate that the Department also consider the best planning outcome for these lots.

Thank you for the opportunity to provide these comments. Should you have any queries, please contact Paul Neilson, Manager Planning and Development on 9439 0234.

Yours faithfully

Maria Cooke
Director City Regulation

Local Planning Policy 12

Mandogalup Future Development



Council Policy

Local Planning Policy 12 – Mandogalup Future Development

D18/40823

1. Title

Local Planning Policy 12 – Mandogalup Future Development

2. Policy Objectives

To provide guidance to landowners, developers and Council to ensure that future development, zoning and Structure Planning occurs in a manner consistent with orderly and proper planning of the locality and reflecting the highest and best use of land in the context of the region.

3. Policy Application

- *City of Kwinana Local Planning Scheme No.2*
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- State Planning Policy 4.1 State Industrial Buffer
- Draft State Planning Policy 4.1 Industrial Interface
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4. Definitions

The terms used in this policy have the same meaning as if they were terms used in the City's Local Planning Scheme No.2.

- Areas A, B, C and D are given the same meanings as Areas A, B, C and D respectively as detailed in the Question and Answer; Section 16(e) Land Use Planning Response at Mandogalup, February 2018.

5. Planning Principles

5.1 The City supports the continued operation, development and protection of industrial land uses within and adjacent to the Mandogalup Area and will not support development that has the potential to restrict or impinge upon the future growth of industry in the region.

5.2 Recognising the long-term importance of Kwinana Outer Harbour, land uses of a light industrial and service commercial nature will be promoted in Areas B, C and D as the desired future outcome of the area.

5.3 There will need to be an appropriate interface within Area A between approved residential areas and adjacent light industrial and service commercial land uses in Areas B, C and D to protect the amenity of residents. An appropriate solution would be for this to take the form of composite lots allowing for dual owner/operator residential / industrial uses.

5.4 Sensitive Land Uses will not be supported within Areas B, C and D.

6. Policy Areas

The following objectives should be read in conjunction with the Policy Map. The objectives set out Council's long-term vision for the development of the area and will need to be supported by future rezoning.

6.1 Residential Area

Refers to Area A, including the existing Development Zone, but excludes the Transitional Area, Freight Road Interface Area and Station Precinct Area. It is intended that this area will continue to be developed as per the provisions of Local Planning Scheme No.2

6.2 Light Industry Area

Refers to Areas B, C and D. It is intended that this area will be set aside for Light Industrial and Service Commercial Uses. Prior to rezoning, suitable investigation of appropriate lot sizes must occur to support such uses as freight and logistics in the area.

6.3 Transition Area

This area is intended to support Composite Residential/Light Industrial Uses where residential and light industrial uses may be provided for on the same lot to provide for owner operator light industrial uses as well as providing a suitable interface between the Light Industry and Residential Areas. A minimum lot size of 0.5 hectare is considered appropriate.

6.4 Station Precinct Area

This area is intended for a future railway station and residential uses, as well as service commercial and commercial uses to support the Kwinana Outer Harbour. Given the large workforce accessing the Kwinana Outer Harbour, a major passenger rail/bus interface will be required for access to the area. Complementary land uses, such as fast food, banks, offices and shops will be supported in this area. The size of this area will be determined following investigations at the time of rezoning.

6.5 Freight Road Interface Area

This area is intended for rezoning and development in accordance with draft State Planning Policy 5.4. Future zoning in this area should seek to avoid the risk of land use conflict in the area by identifying suitable non-sensitive uses that provide adequate spatial separation. Where it is considered unavoidable to place sensitive land uses within this area, the onus will be on the proponent to demonstrate why alternative land uses or design solutions are not suitable.

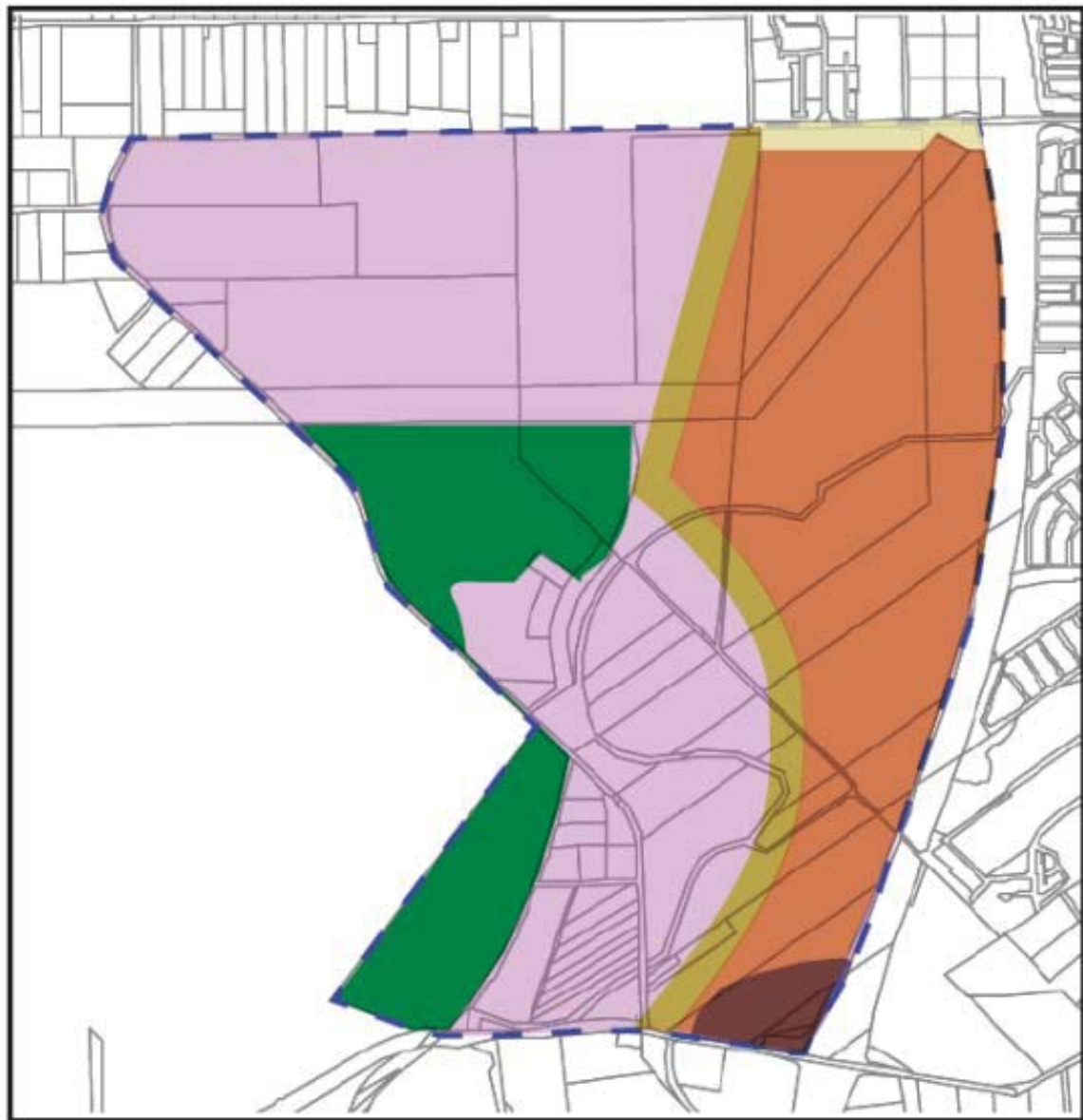
7. Future Rezoning

In order to ensure optimal planning outcomes for the Mandogalup area, future rezoning of land under both the Metropolitan Region Scheme and Local Planning Scheme should be accompanied by structure planning which must demonstrate regard to and address the regional planning context, and provide a holistic and cohesive approach to planning across Area A.

This should include district transport networks, identifying key land uses including transitional precincts, address key infrastructure provision (power, sewerage and water), protect environmental values and provide a staged approach to development for the locality.

Any structure plans must receive the support of the WAPC, demonstrating that it does not constrain and/or prejudice the optimal development of the Improvement Plan and Improvement Scheme but supports the development of that area.

Mandogalup Future Development Policy Map



8. References

Name of Policy	Local Planning Policy 12 – Mandogalup Future Development
Date of Adoption and resolution No	27 June 2018 (208)
Review dates and resolution No #	-
Next review due date	-
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Note: Changes to References may be made without the need to take the Policy to Council for review.

15.2 Proposed Road Names for Lots 52 and 682 Rowley Road, Mandogalup

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

MNG, the surveyor for the developer of Lots 52 and 682 Rowley Road, Mandogalup, has submitted details of the proposed road names, as indicated in Attachment A. Included with the proposed road names are alternative road names for the development. MNG are now seeking Council approval of the proposed road names for the initial stages of the development.

Geographic Names has granted 'in principle approval' for the use of these road names, via passing preliminary validation on their 'request road name' web page. The listed alternative road names will be used as a substitute for any proposed road names that are not approved by Geographic Names. The naming theme for the roads in this subdivision is 'Explorers and Pioneers of Australia'. The information regarding the origin of the proposed road names is contained in Attachment B.

OFFICER RECOMMENDATION:

That Council:

1. Approve the following road names for use within Lots 52 and 682 Rowley Road, as shown in Attachment A.

Proposed Names:		Alternative Names:
Barnett Street	Hovell Chase	Gosse
Batman Court	Howitt Grove	Grimes
Becker Loop	Jakey Street	Hartog
Beeck Lane	Janszoon Way	Matra
Bunce Lane	Mokare Avenue	Ovens
Dawes Drive	Mueller Way	Pelsaert
Goldwyer Way	Quartermaine Boulevard	Strehlow
Haddleton Road	Sholl Lane	Throsby
Hellyer Street	Townshend Parkway	Withnell
Horrocks Street		Wylie

DISCUSSION:

Before the developer of a subdivision can lodge survey diagrams for clearance, all road names need to be approved and indicated on the survey diagram. The process for naming roads must adhere to the Geographic Names Committee guidelines to ensure no duplication of road names occurs within the surrounding areas.

Geographic Names has granted 'in principle approval' for the use of these road names via passing preliminary validation on Landgate's 'request road name' web page. The naming theme for the roads in this subdivision is 'Explorers and Pioneers of Australia'. Ten road names are proposed as alternative road names for use in the event that the proposed names are not approved by the Geographic Names formal approval process. The origin information for these road names can be found in Attachment B.

15.2 PROPOSED ROAD NAMES FOR LOTS 52 AND 682 ROWLEY ROAD, MANDOGALUP

The proposed road names for Lots 52 and 682 Rowley Road, Mandogalup are:

Proposed Names:		Alternative Names:
Barnett Street	Hovell Chase	Gosse
Batman Court	Howitt Grove	Grimes
Becker Loop	Jakey Street	Hartog
Beeck Lane	Janszoon Way	Matra
Bunce Lane	Mokare Avenue	Ovens
Dawes Drive	Mueller Way	Pelsaert
Goldwyer Way	Quartermaine Boulevard	Strehlow
Haddleton Road	Sholl Lane	Throsby
Hellyer Street	Townshend Parkway	Withnell
Horrocks Street		Wylie

LEGAL/POLICY IMPLICATIONS:

The approval process is in compliance with the Geographic Names Committee Guidelines, and Council Policy – Street Naming.

FINANCIAL/BUDGET IMPLICATIONS:

No financial/budget implications have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

No strategic/social implications have been identified as a result of this report or recommendation.

15.2 PROPOSED ROAD NAMES FOR LOTS 52 AND 682 ROWLEY ROAD, MANDOGALUP

RISK IMPLICATIONS:

Risk Event	The approval of the road names is required for titles to be issued for the lots within the subdivision. Should Council or Geographic Names not approve these road names, clearances may be delayed which will have implications for the developer and the owners of these lots.
Risk Theme	Errors omissions delays
Risk Effect/Impact	Service delivery
Risk Assessment Context	Operational
Consequence	Insignificant
Likelihood	Possible
Rating (before treatment)	Low
Risk Treatment in place	Reduce (mitigate the risk)
Response to risk treatment required/in place	Work instructions in place for Geographic Names approvals and sufficient information and alternative names for Council approvals.
Rating (after treatment)	Low

COUNCIL DECISION

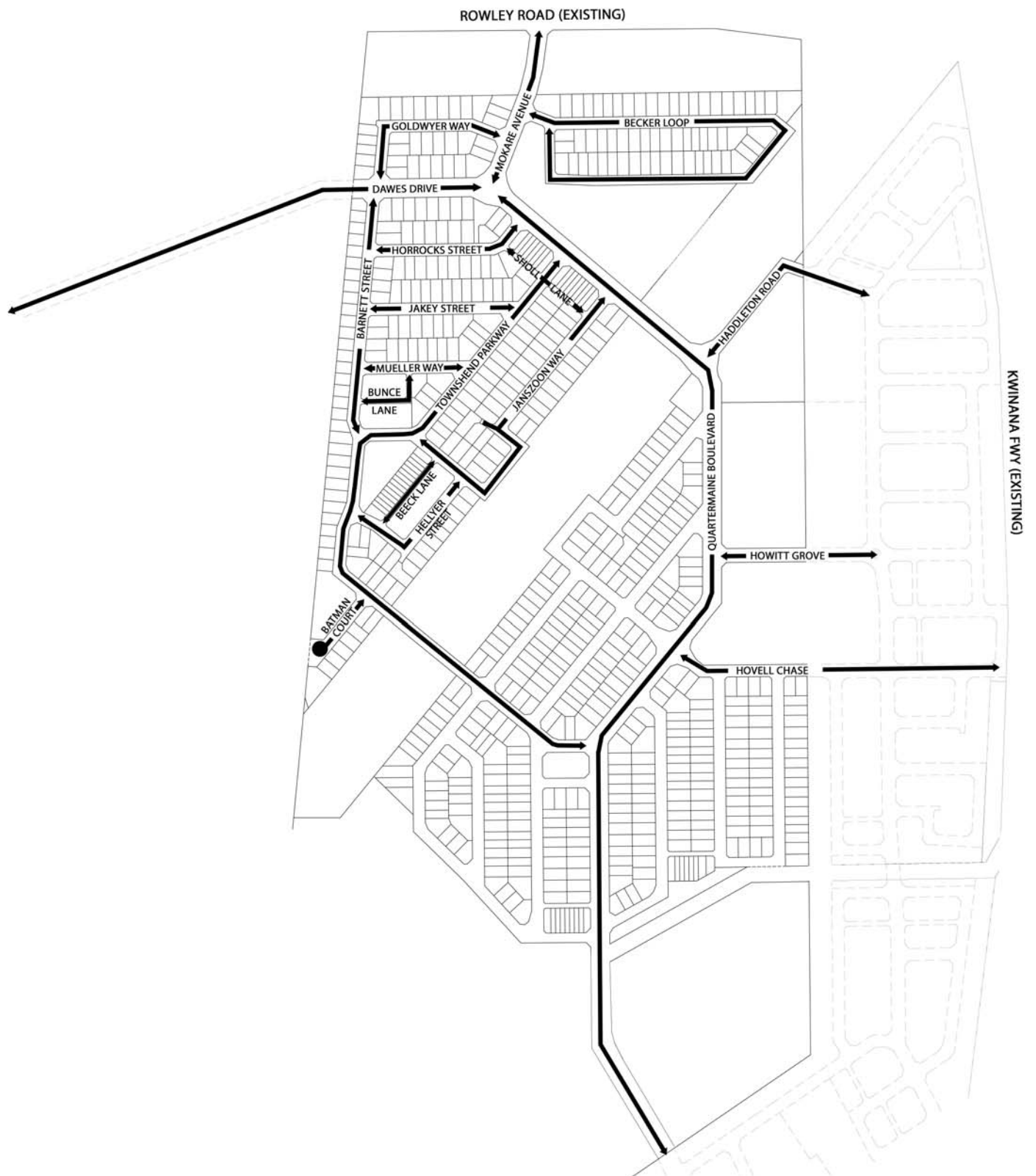
276

MOVED CR S LEE**SECONDED CR M ROWSE****That Council:**

- Approve the following road names for use within Lots 52 and 682 Rowley Road, as shown in Attachment A.**

Proposed Names:		Alternative Names:
Barnett Street	Hovell Chase	Gosse
Batman Court	Howitt Grove	Grimes
Becker Loop	Jakey Street	Hartog
Beeck Lane	Janszoon Way	Matra
Bunce Lane	Mokare Avenue	Ovens
Dawes Drive	Mueller Way	Pelsaert
Goldwyer Way	Quartermaine Boulevard	Strehlow
Haddleton Road	Sholl Lane	Throsby
Hellyer Street	Townshend Parkway	Withnell
Horrocks Street		Wylie

CARRIED
7/0



Proposed Road Name	Proposed Suffix	Name of Person	Source of Info	Background/ Origin/ Meaning/ Justification
Barnett	Street	Emily Caroline Barnett	http://adb.anu.edu.au/biography/barnett-emily-caroline-9439	Explored parts of the Northern Territory in 1882-83 with her husband Harry Creaghe; later wrote an account of the hardships they experienced. (1860-1944).
Batman	Court	John Batman	http://gutenberg.net.au/ebooks15/1500721h/0-dict-biogBa.html#batman1	An explorer, Bushman, and capturer of bushrangers in the early 1800's. (1801-1839)
Becker	Loop	Ludwig Becker	https://en.wikipedia.org/wiki/Ludwig_Becker_(explorer)	Ludwig Becker was an artist, explorer and naturalist. He was a member of the ill fated Burke and Wills expedition. (1808-1861)
Beeck	Lane	Emil Beeck	https://lostkatanning.com/beeck/	Emil Beeck was from a pioneering family who fled Germany to escape religious persecution in 1847. Emil and his family settled in Katanning and played an important part in the development, community and civic activities of the area. (1871-1942)
Bunce	Lane	Daneil Bunce	http://adb.anu.edu.au/biography/bunce-daniel-1847	Daniel Bunce was a botanist, naturalist and explorer who studied aboriginal language. He also joined Ludwig Leichardt on an attempt to cross Australia from east to west. (1813-1872)
Dawes	Drive	William Dawes	http://gutenberg.net.au/pages/dawes.html	William Dawes was born in England. He entered the navy and was given a commission as second lieutenant, royal marines, and in 1787 requested that he might be appointed to serve with the marines going to Botany Bay with the first fleet. He went as commanding officer of the party ordered to embark on the Sirius. (1762-1836)
Goldwyer	Way	William Goldwyer	http://policehistory.org.au/html_pages/Settling_North.html	William Goldwyer was a police officer and explorer in colonial Western Australia. He explored the northern areas of Western Australia, including the Kimberleys. Died 1864.
Haddleton	Road	Thomas Haddleton	https://lostkatanning.com/haddleton/	Thomas Haddleton (died 1903) was the holder of a pastoral lease in Coomptine which became a central homestead in the area.
Hellyer	Street	Henry Hellyer	http://www.utas.edu.au/library/companion_to_tasmanian_history/H/Henry%20Hellyer.htm	Henry Hellyer (1790-1832) was an explorer and surveyor that was one of the first officers/ principal explorer of north western Tasmania.
Horrocks	Street	John Ainsworth Horrocks	http://gutenberg.net.au/pages/horrocks.html	John Ainsworth Horrocks (1818-1846) was an explorer and pastoralist who explored South Australia. He was possibly the first explorer to utilise camels on expeditions.
Hovell	Chase	William Hovell	http://www.enchantedlearning.com/explorers/australia.shtml	William Hilton Hovell (1786 - 1875) was an English sea captain and overland explorer of Australia. Hovell, travelled overland through southeast Australia (the Berrima-Bong Bong District) to look for any large rivers. They set out in 1824 from Appin and travelled overland from Gunning to Corio Bay, discovering the Murray River, the Murrumbidgee River and Mount Bland; they named Mount Disappointment.
Howitt	Grove	Alfred William Howitt	https://en.wikipedia.org/wiki/Alfred_William_Howitt	Alfred William Howett (1830-1908) was an Australian anthropologist, explorer and naturalist. Howitt assisted the discovery of John King, sole survivor of the Burke and Wills expedition.
Jakey	Street	Jakey Jakey	http://adb.anu.edu.au/biography/jackey-jackey-2264	Indigenous explorer; travelled with Kennedy on fatal trip to Cape York in 1848. Died 1854.
Janszoon	Way	Willem Janszoon	https://en.wikipedia.org/wiki/Willem_Janszoon	Willem Janszoon (c. 1570 – c. 1630), sometimes abbreviated to Willem Jansz, was a Dutch navigator and colonial governor. Janszoon served in the Netherlands East Indies in the periods 1603–1611 and 1612–1616, including as governor of Fort Henricus on the island of Solor. He is the first European known to have seen the coast of Australia during his voyage of 1605–1606.
Mokare	Avenue	Mokare	http://monumentaaustralia.org.au/themes/people/indigenous/display/60018-mokare--man-of-peace-	Mokare was a Noongar man, an Aboriginal man from the south-west corner of Australia who was pivotal in aiding European exploration of the area. He played a huge role in the peaceful coexistence between the Noongar people and the first European settlers. Died 1831
Mueller	Way	Ferdinand Mueller	https://en.wikipedia.org/wiki/Ferdinand_von_Mueller	A botanist and explorer who explored the Gascoigne River and parts of Geraldton. (1825-1896)
Quartermaine	Boulevard	Elijah & Elizabeth Quartermaine	https://lostkatanning.com/quartermaine/	Elijah and Elizabeth Quartermaine were considered the first settlers of Katanning. (1814-1888)
Sholl	Lane	Robert John Sholl	http://adb.anu.edu.au/biography/sholl-robert-john-4576	Robert John Sholl was a government administrator, magistrate, explorer, newspaper editor, entrepreneur, harbourmaster, customs official, postmaster and lay reader in Western Australia
Townshend	Parkway	Thomas Townshend	https://en.wikipedia.org/wiki/Thomas_Townshend,_1st_Viscount_Sydney	Thomas Townshend, 1st Viscount Sydney PC (24 February 1733 – 30 June 1800), was a British politician who held several important Cabinet posts in the second half of the 18th century. The cities of Sydney in Nova Scotia, Canada, and Sydney in New South Wales, Australia were named in his honour, in 1785 and 1788, respectively

Proposed Backup Names	Name of Person	Source of Info	Background/ Origin/ Meaning/ Justification
Gosse	William Gosse	http://gutenberg.net.au/pages/gosse.html	An explorer that led an expedition from Alice Springs to discover and name Ayers Rock. Died 1881.
Grimes	Charles Grimes	http://gutenberg.net.au/ebooks15/1500721h/0-dict-biogG.html#grimes1	Survivor General of New South Wales (1790) and discoverer of the Yarra. (1772-1858)
Hartog	Dirk Hartog	http://gutenberg.net.au/pages/hartog.html	Landed the Eendracht on Dirk Hartog Island on the west coast of Australia. Erected a pewter plate to mark his presence. (1580-1621)
Matra	James Matra	https://en.wikipedia.org/wiki/James_Matra	An officer who proposed bringing convicts and other settlers to colonise NSW (1746-1806)
Ovens	John Ovens	https://en.wikipedia.org/wiki/John_Ovens	John Ovens (1788-1825) was an Irish-born soldier, civil engineer and explorer of Australia. He was aide-de-camp to Sir Thomas Brisbane, governor of New South Wales and explored the Murrumbidgee River and Monaro (New South Wales) district with Capt. Mark Currie
Pelsaert	Francisco Pelsaert	https://en.wikipedia.org/wiki/Francisco_Pelsaert	(c. 1595 – September 1630) was a Dutch merchant who worked for the Dutch East Indies Company, who became most famous as the commander of the ship <i>Batavia</i> , which ran aground in the Houtman Abrolhos off the coast of Western Australia in June 1629.
Strehlow	Bertha Strehlow	http://www.abc.net.au/news/2016-07-08/meet-the-feminist-pioneers-who-helped-shape-central-australia/7569616	Bertha Strehlow was the first white woman to travel to central Australia and see the Olgas and Uluru. (Death approx 1960's to 1970's)
Throsby	Charles Throsby	https://en.wikipedia.org/wiki/Charles_Throsby	Charles Throsby (1771-1828) was an Australian explorer, pioneer and parliamentarian.
Withnell	Emma Withnell	http://www.australiasnorthwest.com/About_the_North_West/History_and_culture_-_Australias_North_West/Explorers_and_pioneers	John and Emma Withnell arrived in April 1864. They followed the Harding River inland until they arrived at Yeera-Muk-A-Doo Pool and camped at the base of a hill, which Emma named Mount Welcome. (1842-1928)
Wylie	Wylie	http://www.australia.gov.au/about-australia/australian-story/early-explorers-traversing	Indigenous companion of John Eyre during explorations around Great Australian Bight in 1840s. Assumed dead in the 1850's, no date can be confirmed.

16 Reports – Civic Leadership

16.1 Budget Variations

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

To amend the 2018/2019 budget to reflect various adjustments to the General Ledger with nil effect to the overall budget as detailed below. Due to the nature of these variations, they fall outside the annual budget review.

OFFICER RECOMMENDATION:

That Council approves the required budget variations to the Adopted Budget for 2018/2019 as outlined in the report.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

ITEM #	DESCRIPTION	CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
1	Operating Expense – Aged Persons Unit Maintenance Program	Nil	(192,750)	(192,750)
	Capital Expense – Aged Persons Unit Building Renewals	(192,750)	192,750	Nil
	Reserve Transfer – Aged Persons Unit Operating	Nil	192,750	192,750
	Reserve Transfer – Aged Persons Unit Capital	192,750	(192,750)	Nil
	Operating Expense – Banksia Park Maintenance Program	Nil	(90,000)	(90,000)
	Capital Expense – Banksia Park Building Renewals	(90,000)	90,000	Nil
	Reserve Transfer – Banksia Park Operating	Nil	90,000	90,000
	Reserve Transfer – Banksia Park Capital	90,000	(90,000)	Nil

Transfer of Aged Person Units and Banksia Park capital works to operating maintenance for items that are under the threshold for asset capitalisation. This also included a transfer from capital to operating reserves.

16.1 BUDGET VARIATIONS

2	Employee Expense - Family Day Care Aboriginal Resource - Salaries	Nil	(26,369)	(26,369)
	Employee Expense - Family Day Care Aboriginal Resource - Superannuation	Nil	(3,164)	(3,164)
	Operating Expense - Family Day Care Aboriginal Resource - Consumables	Nil	(4,500)	(4,500)
	Operating Expense - Family Day Care Aboriginal Resource – Other Expenses	Nil	(3,500)	(3,500)
	Operating Expense - Family Day Care Aboriginal Resource – Salaries Contract	Nil	(2,000)	(2,000)
	Operating Expense - Family Day Care Aboriginal Resource - Telephone	Nil	(450)	(450)
	Operating Expense - Family Day Care Aboriginal Resource – Travel FDC Van	Nil	(4,300)	(4,300)
	Operating Expense - Family Day Care Aboriginal Resource - Workers Compensation Premium	Nil	(527)	(527)
	Employee Expense Other - Family Day Care Aboriginal Resource – Training Staff	Nil	(1,000)	(1,000)
	Employee Expense - Family Day Care General - Salaries	(701,532)	26,369	(675,163)
	Employee Expense - Family Day Care General - Superannuation	(84,184)	3,164	(81,020)
	Operating Expense - Family Day Care General - Workers Compensation Premium	(14,031)	527	(13,504)
	Operating Revenue - Family Day Care Aboriginal Resource - Operational Subsidy	Nil	30,500	30,500
	Operating Revenue - Family Day Care Aboriginal Resource - NGALA My Time Funding	Nil	10,000	10,000

Aboriginal Resource Worker funding from the Department of Education and Training, and My Time funding from Ngala had not been confirmed at the time of the Budget 2018/2019 preparation. This funding has now been confirmed and the expenditure budgets are required to be applied. The additional cost of the Aboriginal Resource Worker program is proposed to be funded from a reduction in Family Day Care general employee expenditure.

16.1 BUDGET VARIATIONS

LEGAL/POLICY IMPLICATIONS:

The *Local Government Act 1995* Part 6 Division 4 s 6.8 (1) requires the local government not to incur expenditure from its municipal fund for an additional purpose except where the expenditure-

(b) is authorised in advance by resolution*

“additional purpose” means a purpose for which no expenditure estimate is included in the local government’s annual budget.

*requires an absolute majority of Council.

FINANCIAL/BUDGET IMPLICATIONS:

The financial implications are detailed in this report.

ASSET MANAGEMENT IMPLICATIONS:

The allocation of funds towards the upgrading and renewal of existing City assets in the capital expenditure items is in line with the Asset Management Strategy and will reduce the current asset management gap.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report

16.1 BUDGET VARIATIONS

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	The City does not manage its finances adequately and allows budget expenditure to exceed allocation and the City then finds itself unable to fund its services that have been approved through the budget process
Risk Theme	Failure to fulfil statutory regulations or compliance Providing inaccurate advice/information
Risk Effect/Impact	Financial Reputation Compliance
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Reduce (mitigate risk)
Response to risk treatment required/in place	Submit budget variation requests to Council as they arise, identifying financial implications and ensuring there is nil effect on the budget adopted
Rating (after treatment)	Low

COUNCIL DECISION

277

MOVED CR P FEASEY**SECONDED CR S MILLS**

That Council approves the required budget variations to the Adopted Budget for 2018/2019 as outlined in the report.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL**7/0**

16.2 Proposed Disposition by way of Lease of Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre – Kwinana Industries Council

DECLARATION OF INTEREST:

Mayor Carol Adams declared an indirect financial interest and exited the Council Chambers at 7:21pm. Deputy Mayor Peter Feasey took the position as the Chair.

SUMMARY:

This report seeks Council approval to enter into a new lease agreement (Attachment A) between the City of Kwinana and Kwinana Industries Council (KIC), in relation to Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre.

At the Ordinary Council Meeting held on 14 February 2018, Council resolved to give local public notice of the proposed disposition in accordance with Section 3.58(3)(a) and (4) of the *Local Government Act 1995*.

Section 3.58(4)(c) of the *Local Government Act 1995* (the Act) requires the market value of the disposition to be ascertained by a valuation carried out not more than 6 months before the proposed disposition. The valuation of the subject property was undertaken on 16 January 2018. Whilst this is more than 6 months before the disposition, it is believed that the valuation amount will not have changed significantly to affect the original valuation. Section 3.58(4)(c)(ii) of the Act, allows for a local government to declare by resolution that it believes a valuation carried out more than six months before the proposed disposition is a true indication of the value at the time of the proposed disposition.

This report seeks Council to declare by resolution that it believes a valuation carried out more than six months before the proposed disposition is a true indication of the value at the time of the proposed disposition and to authorise the Chief Executive Officer and Mayor to execute the lease agreement between the City of Kwinana and the Kwinana Industries Council, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre, as detailed in Attachment A.

OFFICER RECOMMENDATION:

That Council:

1. Declare the valuation undertaken on 16 January 2018 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.
2. Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment A, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and Kwinana Industries Council.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

16.2 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

DISCUSSION:

Kwinana Industries Council (KIC) is an incorporated business association with membership drawn from the Kwinana Industrial Area. KIC was established in 1991 with its primary goals being to:

- promote a positive image of Kwinana industries;
- work towards the long-term viability of Kwinana industry;
- coordinate a range of intra-industry activities including water quality, air quality, monitoring and emergency management;
- highlight the contribution Kwinana industry makes to community; and
- liaise effectively with local communities, Government and Government agencies.

The suites, the subject of the proposed lease agreement with KIC, were previously subject to a lease agreement between the City of Kwinana and Business Foundations Incorporated. That lease was approved by Council at the Ordinary Council Meeting on 10 August 2016. Business Foundations Incorporated subleased suites to KIC. As at 1 November 2017, Business Foundations Incorporated notified KIC that it would not renew its head lease with the City of Kwinana. Accordingly, the head lease expired on 30 November 2017.

Further to discussions between City Officers and Business Foundations Incorporated, City Officers indicated that the City would be willing to negotiate directly with Kwinana Industries Council, in relation to the continuation of leasing space within the Kwinana Technology Business Centre. As a result of the aforementioned discussions, KIC expressed an interest in leasing suites 9, 10, 11, 16 and 17. The proposed rent for those suites was determined by an independent valuation undertaken on 16 January 2018, a copy of which is enclosed at Confidential Attachment B.

At the Ordinary Council Meeting held on Wednesday, 14 February 2018, Council resolved to give local public notice of the proposed disposition by way of lease to KIC. Local public notice was published in the Weekend Courier on 13 April 2018, advertising that submissions were to be made in writing no later than 27 April 2018. It is understood that there were no submissions received.

Following the expiry of the submission period for local public notice, City Officers sent KIC a draft lease agreement for their perusal. As is typical for lease arrangements, KIC as the proposed tenant queried various clauses in the draft agreement and after various email exchanges and meetings, City Officers and KIC reached an agreement as to the form and substance of the lease.

By way of summary, it is proposed that the lease between the City of Kwinana and KIC be for an initial term of one year with an extension option of one year. Further, the proposed initial rent will be \$24,700p.a (excluding GST and outgoings) in accordance with the market valuation, which we understand to be a true indication of the value of the leased premises.

16.2 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN
'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE
– KWINANA INDUSTRIES COUNCIL

LEGAL/POLICY IMPLICATIONS:

Local Government Act 1995

3.58. Disposing of property

(1) In this section —

*dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property,
but does not include money.*

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

(a) the highest bidder at public auction; or

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

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

(a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

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

and

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

*(4) The details of a proposed disposition that are required by subsection (3)(a)(ii)
include —*

(a) the names of all other parties concerned; and

*(b) the consideration to be received by the local government for the disposition;
and*

(c) the market value of the disposition —

*(i) as ascertained by a valuation carried out not more than 6 months before
the proposed disposition; or*

*(ii) as declared by a resolution of the local government on the basis of a
valuation carried out more than 6 months before the proposed
disposition that the local government believes to be a true indication of
the value at the time of the proposed disposition.*

(5) This section does not apply to —

*(a) a disposition of an interest in land under the Land Administration Act 1997
section 189 or 190; or*

*(b) a disposition of property in the course of carrying on a trading undertaking as
defined in section 3.59; or*

*(c) anything that the local government provides to a particular person, for a fee or
otherwise, in the performance of a function that it has under any written law; or*

*(d) any other disposition that is excluded by regulations from the application of
this section.*

16.2 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

Local Government (Functions and General) Regulations 1996

30. Dispositions of property excluded from Act s. 3.58

- (1) *A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.*
- (2) *A disposition of land is an exempt disposition if —*
 - (a) *the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —*
 - (i) *its market value is less than \$5 000; and*
 - (ii) *the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;*
 - or*
 - (b) *the land is disposed of to a body, whether incorporated or not —*
 - (i) *the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and*
 - (ii) *the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;*
 - or*
 - (c) *the land is disposed of to —*
 - (i) *the Crown in right of the State or the Commonwealth; or*
 - (ii) *a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or*
 - (iii) *another local government or a regional local government;*
 - or*
 - (d) *it is the leasing of land to an employee of the local government for use as the employee's residence; or*
 - (e) *it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land; or*
 - (f) *it is the leasing of land to a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession to be used for carrying on his or her medical practice; or*
 - (g) *it is the leasing of residential property to a person.*

FINANCIAL/BUDGET IMPLICATIONS:

There are financial/budget implications identified as a result of this report. The City will lose \$24,700 per annum of potential lease revenue, if it does not enter into the proposed lease.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications identified as a result of this report.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications identified as a result of this report.

16.2 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business performance	5.6 Maximise the value of the City's property assets

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not authorise the Chief Executive Officer and Mayor to sign the lease agreement in relation to the proposed disposition by way of lease of Suits 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, between the City of Kwinana and Kwinana Industries Council.
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial/Reputational
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Avoid
Response to risk treatment required/in place	This report is in relation to the Chief Executive Officer and Mayor executing the lease agreement between the City of Kwinana and Kwinana Industries Council
Rating (after treatment)	Low

16.2 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

COUNCIL DECISION

278

MOVED CR S LEE

SECONDED CR D WOOD

That Council:

- 1. Declare the valuation undertaken on 16 January 2018 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.**
- 2. Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment A, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and Kwinana Industries Council.**

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL
6/0**

Mayor Carol Adams returned to the Council Chambers at 7:23pm and resumed her position as the Chair.

Draft Commercial Lease – Kwinana Technology Business Centre

Lease of Offices 9, 10, 11, 16
and 17 within the 'Kwinana
Technology Business Centre':
Lot 8 (11) Stidworthy Way,
Kwinana Town Centre

City of Kwinana

Kwinana Industries Council

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Table of Contents

Copyright notice	2
Details	6
Agreed terms	7
1. Definitions	7
2. Interpretation	9
3. Grant of lease	10
4. Quiet enjoyment	10
5. Rent and other payments	10
5.1 Rent	10
5.2 Outgoings	10
5.3 Interest	11
5.4 Costs	11
5.5 Accrual of amounts payable	12
6. Rent Review	12
6.1 Rent to be Reviewed	12
6.2 Methods of Review	12
6.3 CPI Review	12
6.4 Market Rent Review	12
6.5 Rent will not decrease	13
6.6 Lessor's right to review	13
7. Insurance	13
7.1 Insurance required	13
7.2 Building Insurance to be effected by Lessor	13
7.3 Details and receipts	13
7.4 Payment of excess on insurance	14
7.5 Not to invalidate	14
7.6 Report	14
7.7 Settlement of claim	14
7.8 Lessor as attorney	14
8. Indemnity	14
8.1 Lessee responsibilities	14
8.2 Indemnity	15
8.3 Obligations Continuing	15
8.4 No indemnity for Lessor's negligence	15
8.5 Release	15
9. Limit of Lessor's liability	16
9.1 No liability for loss on Premises	16
9.2 Limit on liability for breach of Lessor's covenants	16
10. Maintenance, repair and cleaning	16
10.1 Generally	16
10.2 Cleaning	16
10.3 Repair	17
10.4 Responsibility for Securing the Premises	17
10.5 Lessor's Fixtures and Fittings	17

10.6	Painting	17
11.	Use	17
11.1	Restrictions on use	17
11.2	No warranty	18
11.3	Lessee to Observe Copyright	19
11.4	Premises Subject to Restriction	19
11.5	Indemnity for Costs	19
12.	Alterations	19
12.1	Restriction	19
12.2	Consent	19
12.3	Cost of Works	20
12.4	Conditions	20
13.	Lessor's right of entry	20
13.1	Entry on Reasonable Notice	20
13.2	Costs of Rectifying Breach	21
14.	Statutory obligations and notices	21
14.1	Comply with Statutes	21
14.2	Indemnity if Lessee Fails to Comply	21
15.	Report to Lessor	21
16.	Default	21
16.1	Events of Default	21
16.2	Forfeiture	22
16.3	Lessor may remedy breach	22
16.4	Acceptance of Amount Payable By Lessor	22
16.5	Essential Terms	23
16.6	Breach of Essential Terms	23
17.	Damage or destruction of Premises	23
17.1	Abatement of Rent	23
17.2	Total Damage or Destruction	24
18.	Option to renew	24
19.	Holding over	24
20.	Restore premises	24
21.	Yield up the premises	24
21.1	Peacefully surrender	24
21.2	Clause 21.1 to survive termination	25
22.	Removal of property from Premises	25
22.1	Remove property prior to termination	25
22.2	Lessor can remove property on re-entry	25
23.	Assignment, Subletting and Charging	25
23.1	No assignment or sub-letting without consent	25
23.2	Lessor's Consent to Assignment and Sub-letting	25
23.3	Consents of Assignee Supplementary	25
23.4	<i>Property Law Act 1969</i>	26
23.5	Costs for assignment and sub-letting	26
23.6	No mortgage or charge	26
24.	Disputes	26
24.1	Referral of Dispute: Phase 1	26

24.2	Referral of Dispute: Phase 2	26
24.3	Appointment of Arbitrator: Phase 3	26
24.4	Payment of Amounts Payable to Date of Award	26
25.	Prior notice of proposal to change rules	27
26.	Provision of information	27
27.	Caveat	27
27.1	No absolute caveat	27
27.2	CEO & Lessor as attorney	27
27.3	Ratification	27
27.4	Indemnity	27
28.	Goods and Services Tax	28
28.1	Definitions	28
28.2	Lessee to pay GST	28
28.3	Consideration in Kind	28
28.4	No Contribution from Lessor	28
28.5	Statement of GST paid is Conclusive	28
28.6	Tax Invoices	28
28.7	Reciprocity	29
29.	No Fetter	29
30.	Additional Terms Covenants and Conditions	29
31.	Commercial Tenancy Act	29
32.	Acts by agents	29
33.	Governing law	29
34.	Statutory powers	29
35.	Notice	29
35.1	Form of delivery	29
35.2	Service of notice	30
35.3	Signing of notice	30
36.	Severance	30
37.	Variation	30
38.	Moratorium	30
39.	Further assurance	31
40.	Payment of money	31
41.	Waiver	31
41.1	No general waiver	31
41.2	Partial exercise of right power or privilege	31
	Schedule	32
	Signing page	34
	Annexure 1 – Sketch of Premises	35
	Annexure 2 – Maintenance Schedule	36

Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Kwinana Industries Council

of PO Box 649, Kwinana, Western Australia 6966
(ABN 62018571097)
Chris.Oughton@kic.org.au
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

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);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DER means the Department of Environment Regulation of Western Australia;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Exclusive Areas means the part of the Land and Building comprising Offices 9, 10, 11, 16 and 17 that the Lessee has an exclusive right to use;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

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 the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (i) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (ii) any person on the Leased Premises by the authority of a person specified in paragraph (a);

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;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

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;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

Valuer means a person who:

- (a) is a fellow or an associate, of not less than 5 years standing, of the Australian Property

Institute and is practising and registered under the *Land Valuers Licensing Act 1978* (WA) at the time of appointment; and

- (b) has at least 5 years experience in valuing the kind of premises leased by this Lease (including not less than 2 years experience in Western Australia).

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) 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;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) 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;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (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; and

- (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them 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.

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; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, 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. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) 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, assessed or incurred in respect of the Premises:
 - (a) local government rates;
 - (b) water rates and charges;
 - (c) electricity, gas and other power charges;

- (d) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.2, Building Insurance**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) 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.

The Outgoings do not include any capital costs (including the replacement of parts, except for minor replacement required in the course of normal maintenance and repair) or any expenditure for structural work.

- (2) 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 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 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 7 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.

5.4 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) 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 the Lessee's Agents;
 - (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 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance required

The Lessee must 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 for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim;
- (b) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises 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 and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and 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.

7.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** and **clause 7.2**.

7.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 7.1** and **clause 7.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.6 Report

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 on the Premises.

7.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **clause 7.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person,

occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

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 in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) 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.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) For the purposes of this Clause 10, Premises means only those areas exclusively used by the Lessee, being Offices 9, 10, 11, 16 and 17.
- (2) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

10.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.6 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

11. Use

11.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(9) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(10) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 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.

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12. Alterations

12.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (ii) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) 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.

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) 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 12.1**:

- (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.

12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons 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.

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:

- (i)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (ii) 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; and
 - (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** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.1(ii)(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.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) 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 at **clause 11**;
- (c) 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; and
- (d) 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 Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) 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 be aware;
- (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) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;

- (b) 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;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) 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;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Forfeiture

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; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 17**,

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 pay the money due or do or cease the doing of 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** (Rent and Other Payments), **6** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **0** (Assignment, Subletting and Charging) and **28** (Goods and Services Tax), 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 this **clause 16.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 16.1(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) 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 of Premises

17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

17.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may by notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

18. Option to renew

If the Lessee at least three months, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term (or any extensions herein or subsequently agreed to in writing) with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises 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.

21. Yield up the premises

21.1 Peacefully surrender

On Termination 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 an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

22. Removal of property from Premises

22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

22.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

23. Assignment, Subletting and Charging

23.1 No assignment or sub-letting without consent

The Lessee must 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 and any other persons whose consent is required under the terms of this Lease or at law.

23.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

23.3 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.

23.4 Property Law Act 1969

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

23.5 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; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

23.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

24. Disputes

24.1 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 by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 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**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO 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 CEO and the President of the Lessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** 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.

24.4 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 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

25. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

26. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

27. Caveat

27.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

27.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (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; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

27.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

27.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and

- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

28. Goods and Services Tax

28.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the 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; and
- (d) **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.

28.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 28.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

28.3 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 28.2(2)** 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.

28.4 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.

28.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the 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.

28.6 Tax Invoices

For each payment by the Lessee under this clause 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.

28.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

29. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

30. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

31. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

32. 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.

33. 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.

34. 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.

35. Notice

35.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;

- (b) by addressing it to the Party 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; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

35.2 Service of notice

A Notice to a Party 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 35.1(b)** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 35.1(b)**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

35.3 Signing of notice

A Notice to a Party 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;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. Waiver

41.1 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.

41.2 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.

Schedule

Item 1 Land and Premises

(a) Land

The property known as 11 Stidworthy Way, Kwinana Town Centre, Western Australia being more particularly described as Lot 8 on Deposited Plan 34151 being the whole of the land comprised in Certificate of Title Volume 2615 Folio 989.

(b) Premises

The part of the Land and Building comprising:

- (i) Offices 9, 10, 11, 16, 17, being approximately 85 square metres which for identification purposes is cross-hachured in Annexure 1 (Exclusive Areas); and
- (ii) the Common Areas, which for identification purposes is shaded in Annexure 1.

Item 2 Term

1 year commencing on 1 September 2018 and expiring on 31 August 2019.

Item 3 Further Term

1 year commencing on 1 September 2019.

Item 4 Commencement Date

1 September 2018.

Item 5 Rent

\$24,700 per annum (exclusive of GST and outgoings).

Item 6 Rent Review

CPI Review - At the commencement of the Further Term.

Item 7 Permitted purpose

Office – Provision of business advisory services, support, training, networking and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 10 Additional terms and covenants

10.1 Casual hire of Premises

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (i) such use is consistent at all times with the Permitted Purpose; and
 - (ii) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.
- (3) The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

10.2 Right to terminate upon notice

Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clauses 21 and 22** will apply.

Signing page

EXECUTED [add day and month] 2018

THE COMMON SEAL of CITY OF KWINANA is
affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of Kwinana Industries
Council was hereunto affixed pursuant to the
constitution of the Lessee in the presence of
each of the undersigned each of whom hereby
declares by the execution of this document that
he or she holds the office in the Lessee indicated
under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

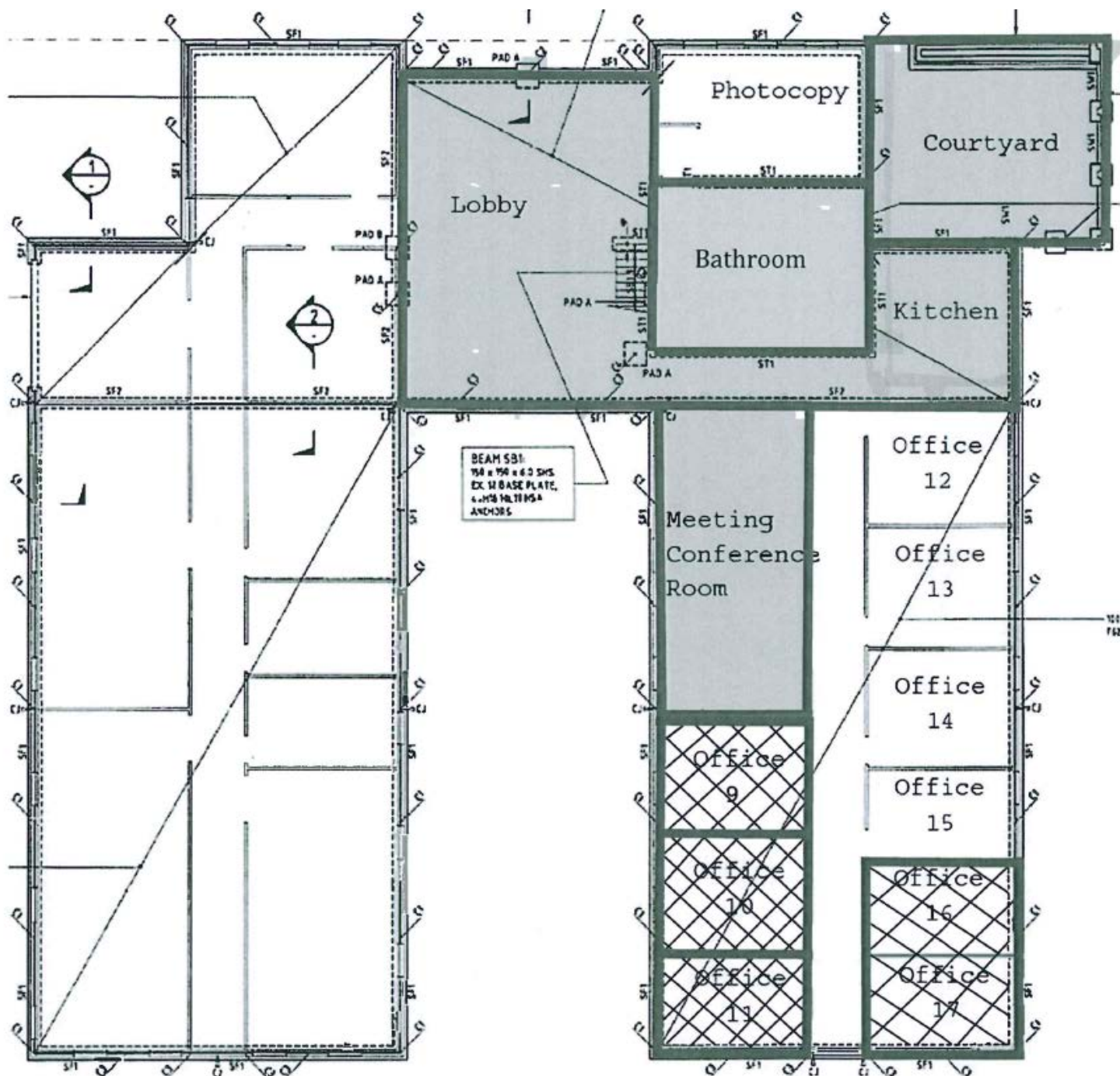
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



Annexure 2 – Maintenance Schedule

Maintenance Type	Lessor	Lessee
General		
All Structural Repairs	Yes	
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)	Yes	
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.	Yes	
Vermin Control (Rats, Insects etc)	Yes	
Vandalism / Graffiti	Yes (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows (Except malicious damage by patron)	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.		Yes (<i>Where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility</i>)
Fire Extinguishers & Hoses	Maintenance & Replacement*	
Security Monitoring & Equipment	Yes	
Oven & Exhaust Vent	Yes	
Kitchen Appliances (i.e. Fridges, Toasters etc)	Yes	
Ceiling / Roof		
Ceiling	Yes Structural Repairs	Yes (Exclusive Areas Only) (cleaning and minor repairs)
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Yes	
Air-conditioning / Heating (Servicing)	Yes	
Air-conditioning Vents	Yes	Yes (<i>cleaning of Exclusive Areas only</i>)

Exhaust Fans	Yes	
Walls		
Walls	Yes	Yes (<i>Exclusive Areas only – cleaning, minor repairs and painting as per Lease</i>)
Window Cleaning	Yes	Yes (<i>Exclusive Areas only including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>Exclusive Areas - cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>Exclusive Areas - cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>Exclusive Areas - cleaning only</i>)
Doors (<i>internal</i>)		Yes (<i>Exclusive Areas only</i>)
Locks		Yes
Replacement Keys		Yes
Internal Painting		Yes (<i>Exclusive Areas only - touch ups, repairs and end of Lease repaint as per Lease</i>)
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	Yes	Yes (<i>Exclusive Areas only</i>)
Honour Boards / Notice Boards	N/A	N/A
Floors		
Carpet	Replacement if damaged under an insurable event	Exclusive Areas only - Dry cleaned at end of Term unless Lessor agrees otherwise in writing
Tiled Floors	Replacement if damaged under an insurable event	Keep in clean condition
Electrical		
Fittings (i.e. lights, power points, switches)	Yes (<i>fittings only</i>)	

Replacement of Globes		Yes*
Costs for additional points		Yes*
Testing and Tagging		Yes*
Wiring (Excluding damage or use causing overloading).	Yes	Overloading
<i>Electrical work undertaken by Lessee's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i>		
Plumbing		
Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	
Hot Water System	Replacement and Maintenance	
External		
Security Lighting	If Applicable, replacement including repairs to time clocks & photoelectric cells Replacement of globes	
Gardens	Yes	
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences) Replacement or repair*	

* **Any damage to the building internally by misuse or any replacements will be fixed by Lessee. If replacement is undertaken by Lessor, all costs will be charged to the Lessee.**

17 Urgent Business

Nil

18 Councillor Reports

18.1 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the Rockingham Kwinana Chamber of Commerce Annual Business Awards. Councillor Lee further advised that the City of Kwinana sponsored the Small to Medium Business Award and Strive took out the honours.

Councillor Lee advised that she had attended the 2018 iScience Project Presentation evening which is a great initiative of the Kwinana Industries Council (KIC), helping the students with their future direction in their working life.

Councillor Lee mentioned that she had attended the Cockburn Sound Management Committee Meeting which was a learning curve, Councillor Lee further mentioned that they have to juggle many competing demands such as general industry, commercial fishing, tourism, defence, social impacts and a potential new port.

18.2 Councillor Matthew Rowse

Councillor Matthew Rowse reported that he had attended the Food Organics Garden Organics (FOGO) trial report presentation at the City of Melville.

Councillor Rowse advised that he had attended the Wellard Business Breakfast, looking at ways to help the Wellard Square and local Wellard businesses.

Councillor Rowse mentioned that he attended the Wellard Neighbourhood Soup and explained that it is a microfunding initiative and on the evening four pitches gave their ideas and projects for the community, with the winner receiving the takings from the door. Councillor Rowse announced that \$450 went to Neil Harris, for the Crew.

Councillor Rowse reported that he had attended the Local Emergency Management Committee (LEMC) Meeting.

18.3 Councillor Dennis Wood

Councillor Dennis Wood reported that he had attended the LEMC Meeting and that it had been very interesting.

19 Response to Previous Questions

Nil

20 Mayoral Announcements (without discussion)

Mayor Carol Adams reported that it has been a relatively quiet few weeks as she did have a short leave of absence but reported back on the following events that she had attended.

The Mayor advised that she had attended the Koorliny Arts Centre Kwinana Industries Council (KIC) 2019 Performance Season Launch and announced that there are going to be some absolutely fantastic productions to see.

The Mayor mentioned that she had attended the Rockingham Kwinana Chamber of Commerce Annual Business Awards and further mentioned that the City of Kwinana sponsored the Small to Medium Business Award.

The Mayor reported that she attended the 2018 Clontarf Foundation Gilmore College Employment Forum along with Roger Cook Member of the Legislative Assembly (MLA) Member for Kwinana and Madeline King, Federal Member for Branch.

The Mayor advised that along with Councillor Wendy Cooper, she attended the book launch of local brother and sister duo, Jasmine (15) and Kevin Nairn (14). The Mayor further mentioned that both authors are home schooled and have been very active in the community in their sport of Hockey. In 2017 they started to compile recipes, ideas and photos, working on the book almost daily. They produced "The Fruit Advent" Calendar, full of healthy eating recipe choices leading up to the Christmas season.

The Mayor mentioned that she had attended the KIC 2018 iScience Project Presentation evening complete with "i band", a group of very talented cohort who entertained the audience following the presentation of the KIC course participation certificates.

The Mayor reported that in company with the Chief Executive Officer (CEO) and our Manager Environment we met with the Member for Darling Range, Alyssa Hayden MLA and briefed her on the City's concerns for the Banksia Road Sand Mining and Clearing license application by Hansons.

The Mayor advised that she had attended the Kwinana Bowling Club Season Open Day, the Mayor explained that the club asked her to pass on their thanks to the assistance provided by the Council for the new "B" Green which council contributed 50% towards. The Mayor further mentioned that the club do have some plans for expansion and have a good membership drive underway.

The Mayor mentioned that she has been in the media, along with Mayor Barry Samuels to promote the annual Garage Sale Trail initiative in Rockingham and Kwinana.

The Mayor ended her announcements on a sad note and that was to acknowledge the passing of Dave Bridson, the husband of our Executive Assistant whom lost his battle with cancer. The Mayor stated that Mr Bridson's funeral will be held tomorrow and that she would attend on behalf of the City, as she is sure many other employees will be doing so as well.

21 Matters Behind Closed Doors

Nil

22 Meeting Closure

The Mayor declared the meeting closed at 7:32pm.

Chairperson: _____ 26 September 2018