



Norseman Woodlands to Eucla Coast

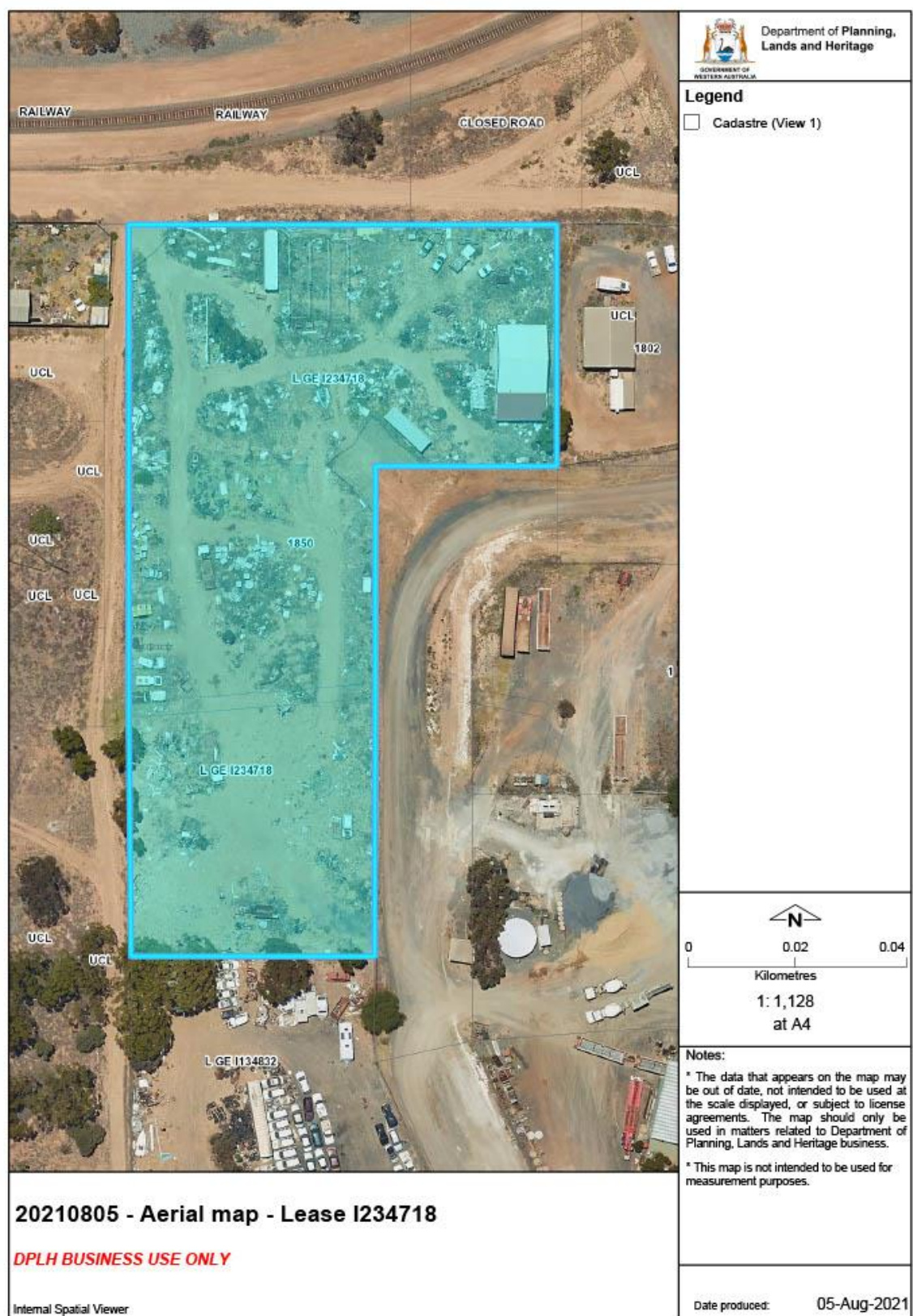
19 March 2022
Ordinary Council Meeting
Papers Relating

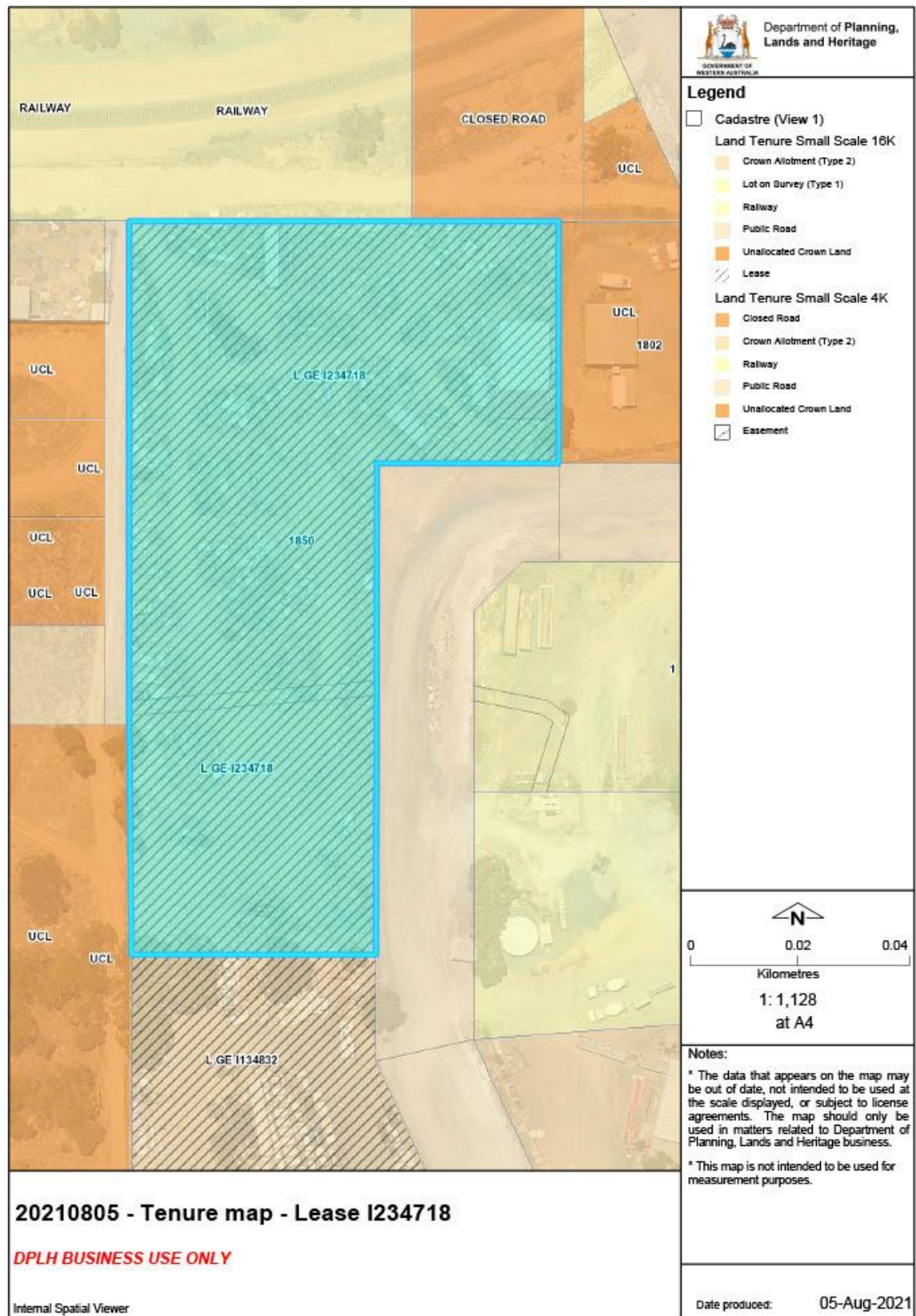
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Item 10.1.1 Request for freehold over Lot 1850 on Deposited Plan 31927





INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.

2. ENCUMBRANCES

To be identified by nature and number, if none show "nil".

3. LESSOR

State full name and address of the Lessor(s) and the address(es) to which future notices can be sent.

4. LESSEE

State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.

5. TERM OF LEASE

Term to be stated in years, months and days.
Commencement date to be date, month and year. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. RENTAL

State amount in words.

8. PAYMENT TERMS

State terms of payment. Eg. by instalments of \$.... payable on the day of each month/the months of in each year, commencing with a payment of \$.... on or before the day of/execution of this lease by the Lessee.

9. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only**1234718 L**

13 Sep, 2002 11:24:22 Midland

**LEASE OF CROWN LAND (L)**

LODGED BY Land Administration Services Branch

ADDRESS DOLA South East Region

PHONE No.
FAX No.

REFERENCE No. Janice Leeman 01481-1979-03RO

ISSUING BOX No.

PREPARED BY Land Administration Services Branch

ADDRESS DOLA South East Region

PHONE No. FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

- | | |
|--------------------|-----------------|
| 1. Duplicate lease | Received Items |
| 2. _____ | Nos. 1 |
| 3. _____ | |
| 4. _____ | Receiving Clerk |
| 5. _____ | fo |
| 6. _____ | |

020663-005



Registered pursuant to the provisions of the TRANSFER OF
LAND ACT 1893 as amended on the day and time shown
above and particulars entered in the Register.



FEES

PAID

FILE

(72-200)

PAGE

25

ATTESTATION SHEET

Dated this 12th day of September in the year 2002

LESSOR/S SIGN HERE (NOTE 9)

Signed

Signed

Signed for the STATE OF WESTERN AUSTRALIA for
and on behalf of the MINISTER FOR LANDS by

T. Thorne
TEAM LEADER, SOUTH EAST
a DOLA officer delegated the Minister's powers under
Section 9 of the *Land Administration Act 1997* in the
presence of:

T. Leeman
PROJECT OFFICER

THE SEALING CLAUSE OF JONAN PTY LTD AND HOLDINGS
LESSEE/S SIGN HERE (NOTE 9) APPLIES BY AUTHORITY OF THE
DIRECTOR IN THE PRESENCE OF

Signed

J. R. Monks
JOHN RAYMOND MONKS
COMPANY DIRECTOR

In the
presence of

A. Strachan Monks
ANNE STRACHAN MONKS
COMPANY DIRECTOR
JOHN MOORE
24 NESBIT RD, MANDURAH
PLUMBER



THE

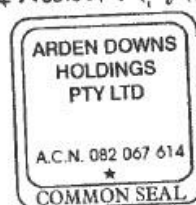
THE SEALING CLAUSE OF ARDEN DOWNS HOLDINGS PTY
LTD APPLIES BY AUTHORITY OF THE
DIRECTOR IN THE PRESENCE OF

Signed

M. F. Brown
COMPANY DIRECTOR
PHILIP GEORGE BROWN
M. F. Brown
COMPANY DIRECTOR
MERICE KAY BROWN

In the
presence of

JOHN MOORE
24 NESBIT RD, MANDURAH
PLUMBER



reasonably required by the Minister having regard to insurance commonly effected in relation to the types of business or activity carried out on the Land and the nature of the Land.

- (ii) All policies are to be taken out in the names of the Lessor, the Minister and the Lessee for their respective rights and interests and in the name of such other parties having an insurable interest as the Minister may require.
 - (iii) If required by the Minister, duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Lessee with the Minister.
 - (iv) All premiums in respect of all such policies and renewals of policies are to be paid punctually by the Lessee and the receipt for each premium payable in respect of each policy (or other proof of payment to the Minister's satisfaction) is to be produced by the Lessee to the Minister at the request of the Minister.
 - (v) The Lessee must not at any time during the Term do or bring upon the Land anything where any insurance relating to the Land against damage by fire and other risks may be rendered void or voidable. If the Lessee brings anything onto the Land where the rate of premium on such insurance will be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums on the Land (if any) required on account of the additional risk caused by the use to which the Land is put by the Lessee.
 - (vi) The Lessee must use all reasonable endeavours to ensure that full true and particular information is given to the office or company with which the insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys under the policy or policies.
- (b) The Minister in its own name or as the attorney of the Lessee in the name of the Lessee is entitled to institute all proceedings against any office or company which issues a policy of insurance required by this Lease to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Lessor or the Minister. The Lessee appoints the Minister the attorney of the Lessee for that purpose.

8. Services

The Minister, the State Government, any relevant local authority or any government instrumentality (including, without limitation, Water Corporation, Western Power or AlintaGas) will not be responsible for provision or connection of any services to the Land.

9. Cost of Survey

The Lessee must pay to the Minister on demand all costs of and incidental to the establishment and location by survey of the boundaries of the Land.

ANNEXURE "A"**ADDITIONAL LEASE CONDITIONS****1. Construction and Operation**

- (a) The Lessee must complete the construction of Light Industrial premises and required for the Permitted Use to the satisfaction of the Minister within 2 years from the Commencement Date.
- (b) The Lessee must, for the duration of the Term, continue to occupy and use the Land for the Permitted Use in accordance with the Terms of this Lease.

2. Fencing

The Lessee must within 12 months from the Commencement Date erect and maintain a fence around the boundaries of the Land to the satisfaction of the Minister.

3. Appearance

The Lessee must treat and maintain all frontages of the Land to give an aesthetically pleasing appearance consistent with the Permitted Use to the satisfaction of the Minister.

4. Flooding

Without limiting any other clause in this Lease, compensation will not be payable by the Minister to the Lessee for damage to any property or Improvements of the Lessor or Lessee whatsoever caused by flooding of the Land.

5. No Compensation

Subject to section 92(3) of the LAA, the Minister is not liable to pay to the Lessee any compensation in respect of any improvements effected by the Lessee on the Land and remaining on the Land at the expiration or earlier determination of this Lease.

6. Public Risk Insurance

The Lessee must effect and maintain throughout the Term a public risk insurance policy for an amount not less than \$5,000,000.00 for any one claim (or such other amount as the Minister may reasonably require at any time and from time to time after notice to the Lessee) where the Lessor and the Minister shall during the Term be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expenses mentioned or referred to in this Lease to which the Lessor or the Minister shall or may be liable.

7. Insurance Policies

- (a) Despite anything expressed or implied in this Lease, the following provisions apply to all policies of insurance required to be effected by the Lessee under this Lease:
 - (i) All policies must be for such amounts and cover such risks and contain such conditions, endorsements and exclusions as are reasonably acceptable to or

SCHEDULE

ITEM	TERM	DEFINITION
1.	Rent	\$500.00 a year, until varied in accordance with this Lease.
1.A	G.S.T.	\$50.00 a year.
2.	Rent Review Dates	1 October 2005 1 October 2008 1 October 2011 1 October 2014 1 October 2017 1 October 2020
3.	Permitted Use	Light Industry
4.	Address for payment of Rent	DOLA 1 Midland Square MIDLAND WA 6056 Attention: Manager, Accounting Services
5.	Address for service of notice on Lessor or Minister	DOLA Midland Square MIDLAND WA 6056 Attention: Manager, South East Region Land Administration Services Branch

13.5 TAX INVOICE

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST law.

13.6 NOTIFICATION IS CONCLUSIVE

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

13.7 THE LESSEE MUST PAY GST AT SAME TIME

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease:

- (a) at the same time; and
- (b) in the same manner,

as the Lessee is obliged to pay for the Taxable Supply.

13.8 APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

14. ADDITIONAL PROVISIONS

The parties to this Lease shall be bound by and must comply with the additional provisions (if any) set out in Annexure "A" to this Lease.

12.6 APPLICABLE LAW

This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

12.7 VARIATION

A variation of any provision of this Lease must be in writing and signed by the parties.

12.8 ACCRUED RIGHTS

The termination of this Lease (including without limitation, by way of forfeiture) does not affect the rights or remedies of the Minister against the Lessee in relation to a breach of this Lease by the Lessee before the termination of the Lease.

12.9 TRUST PROVISION

The Lessee warrants that it does not enter into this Lease as trustee and covenants that it will not, without the prior written consent of the Lessor hold the Lessee's interest in this Lease on trust for any person or other entity.

13. GOODS AND SERVICES TAX**13.1 DEFINITIONS**

In this clause the following terms have the following meanings:

"GST" has the meaning given in section 195-1 of the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* and any legislation substituted for or amending that Act;

"GST law" has the meaning given in section 195-1 of the GST Act;

"Tax Invoice" has the meaning given in section 195-1 of the GST Act; and

"Taxable Supply" has the meaning given in section 195-1 of the GST Act.

13.2 RENT EXCLUSIVE OF GST

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

13.3 LESSEE TO PAY GST

The Lessee must pay additional to the Rent and any other amounts payable by the Lessee, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease.

13.4 VARIATION OF GST

Where GST is payable on Rent, the amount payable shall be the amount specified in Item 1A of the Schedule, until varied from time to time consequent upon each review of Rent in accordance with this lease.

12. GENERAL PROVISIONS**12.1 EXCLUSION OF WARRANTIES**

The Lessee acknowledges having inspected the Leased Premises and that in entering into this Lease the Lessee has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor or the Minister whether expressed or implied, other than the statements representations and warranties expressly set out in this Lease.

12.2 SUITABILITY AND SAFETY OF LEASED PREMISES

- (a) The Lessor or the Minister does not represent or warrant:
 - (i) that the Leased Premises are suitable to be used for the Permitted Use;
 - (ii) that any Improvements on the Leased Premises on the Commencement Date are suitable to be used for the Permitted Use; or
 - (iii) that the Leased Premises may lawfully be used for the Permitted Use.
- (b) Without affecting the generality of paragraph (a) above, the Lessor or the Minister does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Permitted Use, whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning, and the Lessee warrants that, before executing this Lease, the Lessee has done so to the Lessee's own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises are suitable and safe to be used for the Permitted Use and agrees to take all measures necessary to ensure that the Leased Premises remain safe and free from hazards to the Lessee and all persons entering the Leased Premises.

12.3 HOLDING OVER

If the Lessee continues to occupy the Leased Premises after the end of the Lease with the consent of the Minister, the Lessee will do so as a tenant from month to month. The terms of this Lease will apply to the tenancy as far as they may be applicable. Either the Minister or the Lessee may end the tenancy by one month's notification to the other, expiring at any time.

12.4 WAIVER

Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Minister does not operate as a waiver of that right, power or privilege.

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

12.5 SEVERABILITY OF PROVISIONS

If a court decides that any part of this Lease is void, voidable, illegal or unenforceable or this Lease would be void, voidable or unenforceable unless a part is severed from this Lease, then that part is severed from this Lease and does not affect the continued operation of the rest of this Lease.

- (a) to inspect the state and condition of the Leased Premises and the Improvements;
- (b) to repair, maintain or carry out any works in relation to the Leased Premises, which the Lessee is liable to do under this Lease and has failed to do within 28 days of the Minister serving notice on the Lessee requiring it to carry out those works;
- (c) to remove any harmful substance or carry out any maintenance or repairs to the Leased Premises; or
- (d) to comply with the requirements of any authority.

The Minister is not required to give any notice to the Lessee before entering on to the Leased Premises or carrying out any works under subclause (b) if the Minister is of the opinion those works are of an emergency nature.

10.2 REMEDY LESSEE'S DEFAULT

The Minister may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

10.3 RECOVER COSTS FROM LESSEE

If the Minister carries out any works under clause 10.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 10.2, the Lessee is to pay to the Minister on demand all debts, costs and expenses, including legal costs and expenses, incurred by the Minister as a result of carrying out those works or remedying that default.

11. NOTICES

11.1 SERVICE OF NOTICE ON LESSEE

Any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

11.2 SERVICE OF NOTICES ON MINISTER

Any notice or other document to be served on the Minister under this Lease may be effected:

- (a) by delivering the document to the offices of DOLA personally; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of DOLA, as set out in item 6 of the Schedule or to the other address or facsimile number previously notified to the Lessee by the Minister.

11.3 REQUIREMENTS OF NOTICES SERVED ON THE MINISTER

A notice or other document to be served on the Minister under this Lease must be signed by:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; and
- (c) by a solicitor or other agent of the person giving the notice.

this Lease would otherwise have expired. The costs to be so compensated include reasonable legal costs.

- (b) The Lessor's entitlement to recover compensation or damages shall not be affected or limited by any of the following:
- (i) The Lessee abandoning or vacating the Leased Premises;
 - (ii) The Lessor electing to re-enter or to effect forfeiture of this Lease;
 - (iii) The Lessor accepting any repudiation of this Lease by the Lessee;
 - (iv) Conduct by any of the parties constituting a surrender by operation of law.

9. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

9.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must:
- (i) surrender peaceably and yield up the Leased Premises to the Minister:
 - (A) clean;
 - (B) free from rubbish; and
 - (C) in a state of repair and condition,to the absolute satisfaction of the Minister;
 - (ii) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises to the absolute satisfaction of the Minister; and
 - (iii) remove any fixtures, fittings or any other property on the Leased Premises as may be required by the Minister to the Minister's absolute satisfaction; and
 - (iv) promptly make good to the satisfaction of the Minister any damage caused by the removal in clause 9.1(a) (iii).
- (b) The Lessee's obligations to observe and perform the covenant contained in this clause 9.1 will survive the expiration or earlier determination of this Lease.

9.2 IMPROVEMENTS TO VEST IN CROWN

It is agreed that the provisions of section 92 of the LAA apply to this lease except as varied by this lease.

10. MINISTER'S RIGHTS

10.1 RIGHT TO ENTER

The Minister or any person authorised by the Minister may enter on to the Leased Premises at all reasonable times and on reasonable notice with all necessary plant, equipment and materials:

- (ii) Clause 4 (Other Payments by Lessee);
- (iii) Clause 5.1 (Use of Leased Premises);
- (iv) Clause 5.3 (Nuisance and Other Activities);
- (v) Clause 5.4 (Keep Clean and in Good Repair);
- (vi) Clause 5.5 (Dealings with Lease or Leased Premises);
- (b) In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term.

8.2 TERMINATION OF LEASE

- (a) The parties agree that, in addition to any other ground for termination at law, and subject to section 81(1) of the *Property Law Act, 1969* if it applies, this Lease may be terminated by the Lessor:
 - (i) In the event of breach of an essential term of this Lease and failure by the Lessee to remedy the breach within twentyeight days after service by the Minister on the Lessee of written notice specifying the breach and requiring the Lessee to remedy it; or
 - (ii) If the Lessee:
 - (a) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (b) being a company, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
 - (c) being a company, ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or
 - (d) being a company, is placed under official management under the Corporations Law or enters into a composition or scheme of arrangement; or
 - (iii) Pursuant to the provisions for forfeiture under section 35 of the LAA.
- (b) This Lease may be terminated under paragraphs (a)(i) and (a)(ii) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Leased Premises without notice.

8.3 COMPENSATION FOR TERMINATION

- (a) Without limiting the Lessor's rights and remedies at law in respect of any breach of any term of this Lease, it is agreed that in the event of termination of this Lease pursuant to this clause or otherwise at law, the Lessee shall compensate the Lessor for all costs and losses incurred by the Lessor. The losses to be so compensated include loss of rent in respect of the period from the time of termination to the time at which

- (vi) the pollution of the Leased Premises or any land adjoining the Leased Premises and of the air generally above the Leased Premises by any matter or thing whatsoever;
 - (vii) 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
 - (viii) any negligent or other tortious act or omission of the Lessee.
- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

6.3 RELEASE

- (a) For the purposes of this clause the term Lessor includes the Crown, the Minister, and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee:
 - (1) agrees to occupy, use and keep the Leased Premises at the risk of the Lessee;
 - (2) releases to the full extent permitted by law the Lessor from any:
 - (A) liability which may arise in respect of any accident or damage to property or death or injury to any person, of any nature in or near the Leased Premises; and
 - (B) loss of or damage to fixtures or personal property of the Lessee.

PROVIDED THAT this indemnity shall not operate to the extent that the liability, loss or damage is caused or contributed to by the negligent or other tortious act or omission of the Lessor.
- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

7. QUIET ENJOYMENT

If the Lessee pays the Rent and does not breach the conditions of this Lease, the Lessee may occupy the Leased Premises during the Term without any interference from the Lessor and the Minister except where otherwise allowed by this Lease or the LAA.

8. DEFAULT

8.1 ESSENTIAL TERMS

- (a) Without limiting the provisions of this Lease which are essential terms it is agreed that each of the covenants by the Lessee contained in each of the following clauses is deemed to be an essential term of this Lease:
 - (i) Clause 3.1 (Payment of Rent);

5.6 LESSEE NOT TO REMOVE MATERIALS EXCEPT WITH APPROVAL OF MINISTER

- (a) The Lessee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance or permit any other person to undertake any such action without the prior approval in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) does not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease, provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

5.7 COST OF LESSEE'S OBLIGATIONS

Unless this Lease provides otherwise, anything which must be done by the Lessee under this Lease, whether or not at the request of the Minister, must be done at the cost of the Lessee.

5.8 REGISTRATION OF LEASE

The Lessee is to lodge this Lease for registration at DOLA, within 30 days after it is executed by the Minister and the Lessee.

6. INDEMNITIES AND RELEASE**6.1 LESSEE ASSUMPTION OF RESPONSIBILITIES**

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term it were the owner and occupier of the freehold of the Leased Premises.

6.2 INDEMNITY

- (a) For the purposes of this clause, the term Lessor includes the Crown, the Minister and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor:
 - (i) in respect of any loss (including loss of use), injury or damage of or to any kind of property (including the Leased Premises and the property of third parties); and
 - (ii) in respect of any death or injury sustained by any person,
 directly or indirectly during the Term caused by, arising out of, or in connection with:
 - (iii) the use or occupation of the Leased Premises by the Lessee;
 - (iv) any work carried out by or on behalf of the Lessee under this Lease;
 - (v) the Lessee's activities, operations, business or other use of any kind under this Lease;

5.5 DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES TO BE APPROVED BY THE MINISTER

- (a) It is agreed by the parties that section 18 of the LAA applies to this Lease and, without limiting the generality of that section, the Lessee must not, without the prior written consent of the Minister:
 - (i) part with possession of, share possession of or sublet the Leased Premises; or
 - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iii) dispose of, deal with, or assign its estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iv) otherwise deal with any interest whatsoever in the Leased Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent given by the Minister under clause 5.5(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purpose of clause 5.5(a)(iii) where the Lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 9 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Leased Premises and the benefit of this Lease and must require the prior approval in writing of the Minister.
- (d) Without limiting subclause (a), the Lessee must not agree to or permit any encroachment or easement into, upon, over or against the Leased Premises or any part of the Leased Premises without the prior written approval of the Minister.
- (e) The Lessee agrees that the Minister may, before giving approval under section 18 of the LAA, in writing require:
 - (i) such information concerning the transaction for which approval is sought as the Minister specifies; and
 - (ii) information furnished in compliance with clause 5.5(e)(i) to be verified by statutory declaration.
- (f) The provisions of sections 80 and 82 of the *Property Law Act 1969* are hereby excluded.

- (b) The Lessee must not use the Leased Premises or allow the Leased Premises to be used for any purpose other than the Permitted Use.
- (c) The Lessee must put the Leased Premises to use for the Permitted Use from the Commencement Date and continue to do so and use the Leased Premises in accordance with the terms of this Lease and in accordance with good environmental management and otherwise in a good and workmanlike manner and in accordance with sound business practice.
- (d) The Lessee must not make any alterations or additions to the Leased Premises without the Minister's prior written consent.

5.2 COMPLIANCE WITH LAW

- (a) The Lessee must comply with all Laws and the requirements, notices or orders of any Governmental Agency having jurisdiction or authority in respect of:
 - (i) the Leased Premises;
 - (ii) the use and occupation of the Leased Premises; or
 - (iii) the Improvements, and without limitation, including any machinery, plant, equipment, fixtures and fittings of the Lessee on the Leased Premises.
- (b) On being served with a notice by the Minister, the Lessee must punctually comply with any notice or direction served on the Lessor or the Minister by a competent authority requiring the destruction of noxious animals, plants or pests or the carrying out of repairs, alterations or works to the Leased Premises.

5.3 NUISANCE

The Lessee must not at any time during the Term:

- (a) carry on or permit to be carried on at the Leased Premises any noxious or offensive trade business or calling;
- (b) do or permit to be carried on at the Leased Premises any act matter or thing which results in nuisance, damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Leased Premises for any illegal activity.

5.4 KEEP CLEAN AND IN GOOD REPAIR

The Lessee must at the Lessee's expense:

- (a) keep and maintain the Leased Premises and all Improvements including without limitation any machinery, plant, equipment, fixtures and fittings in or on the Leased Premises, in good and safe repair and condition;
- (b) keep and maintain the Leased Premises clean and tidy; and
- (c) make good any damage caused to the Leased Premises by the Lessee, the Lessee's employees or others under his or her control,

to the absolute satisfaction of the Minister.

- (d) Amounts payable under this clause must be paid within 30 days of receipt by the Lessee of the Lessor's invoice for the same. Payments must be made at the same place as payments of Rent.

4.5 OVERLAP AND DAILY ACCRUAL

The rates, taxes, other charges, service charges and other outgoings referred to in clauses 4.1, 4.2, 4.3 and 4.4 include such of those items as arise during the Term as well as such of those items as arise before or after the Term but in respect of a period of time which overlaps the start or end of the Term.

The cost of items referred to in clauses 4.1, 4.2, 4.3 and 4.4 will be treated as having accrued in equal increments daily in respect of the period to which they relate and will be apportioned, if applicable, between the Lessor and Lessee accordingly.

4.6 LEGAL COSTS AND STAMP DUTY

- (a) The Lessee must pay to the Minister the Lessor's reasonable legal and other costs and expenses arising out of this Lease, including those incurred:
- (i) in relation to an assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;
 - (iii) as a result of a default by the Lessee in performance of his obligations under this Lease; and
 - (iv) the exercise of any right, power, privilege, authority or remedy of the Minister in respect of this Lease, including the preparation and service of any notice referred to in Clause 8.
- (b) The Lessee is to pay or reimburse the Minister on demand for:
- (i) all stamp duty and penalties payable on this Lease and any extension of the Term of this Lease; and
 - (ii) all costs relating to the registration of this Lease and any extension of the Term of this Lease.

4.7 INTEREST

- (a) If any amount payable by the Lessee under this Lease (whether formally demanded or not) is not paid within 30 days after it becomes due for payment, the Lessee is to pay to the Minister interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.
- (c) Nothing in this clause 4.7 affects or prejudices any other right which the Minister may have in respect of the Lessee's failure to pay any amount by the due date for payment.

5. LESSEE'S GENERAL OBLIGATIONS

5.1 PERMITTED USE

- (a) This Lease confers on the Lessee a right to occupy and use the Leased Premises for the Permitted Use.

4. OTHER PAYMENTS BY LESSEE**4.1 PAYMENT OF RATES, TAXES, ETC SEPARATELY ASSESSED**

The Lessee must pay, when due and payable, all rates, taxes (including State land tax) and other charges (including impositions, assessments, outgoings, duties and fees) of any public, municipal, government or statutory body, authority or department which are separately charged upon the Leased Premises or imposed or levied upon the Lessor, the Minister or the Lessee in respect of the Leased Premises separately or the ownership of the Leased Premises separately. "State land tax" means land tax calculated on the basis that the Leased Premises comprise the only land of which the Lessor is owner.

4.2 PAYMENT OF SERVICE CHARGES SEPARATELY METERED

The Lessee must, in respect of the supply of any water, gas, electricity, telephone, waste disposal or other services separately metered or charged for the Leased Premises, pay all accounts when they become due and payable.

4.3 LESSEE'S PROPORTION WHERE COSTS NOT SEPARATELY ASSESSED OR METERED

- (a) Where any of the rates, taxes, other charges and service charges referred to in clauses 4.1 and 4.2 are referable to the Leased Premises and referable to other property owned by the Lessor, the Lessee must pay the Lessee's Proportion thereof.
- (b) For the purposes of this clause, the term "Lessee's Proportion" means that proportion which the Minister determines in good faith is referable to the Leased Premises; and the term "referable" has the meaning defined in clause 4.4.
- (c) Amounts payable under this clause must be paid to the Lessor within 30 days of receipt by the Lessee of the Lessor's invoice for the same. Payments must be made at the same place as payments of Rent.

4.4 OTHER OUTGOINGS

- (a) For the purpose of this clause:
 - (i) the term Other Outgoings means all costs incurred by the Lessor of and incidental to owning, operating, repairing or maintaining the Leased Premises and which are not recoverable under the other provisions of this lease. The term includes (but is not limited to) the cost of repairs, cleaning, waste disposal, security, air-conditioning, insurance, power supply and usage.
 - (ii) the term "referable to the Leased Premises" means "such that the Leased Premises enjoy or share the benefit resulting from the cost in question" and related or like expressions have a corresponding meaning.
- (b) Where the Other Outgoings are referable to the Leased Premises only, the same must be paid in full by the Lessee.
- (c) Where the Other Outgoings are referable to the Leased Premises and referable to other property owned by the Lessor, the Lessee must pay the Lessee's Proportion thereof. For the purpose of this clause, the term "Lessee's Proportion" means that proportion which the Lessor determines in good faith is referable to the Leased Premises.

- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2.2 TRANSFER OF LAND ACT

Such of the covenants and powers as might otherwise be implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

3. RENT

3.1 PAYMENT OF RENT

The Lessee must pay to the Minister the Rent:

- (a) by an initial payment equal to one half of the Rent on the execution of this Lease, and then by consecutive half yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the first payment of Rent immediately after the initial payment, which must be proportionate if necessary); provided that, if item 2 of the Schedule specifies any other rent payment date(s) and corresponding amounts of Rent instalments, the Rent must be paid in such instalments on such date(s).
- (b) at the place and in the manner notified by the Minister in writing at any time or in the absence of that direction, at the address specified in item 5 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Minister.

3.2 REVIEW OF RENT

- (a) The Rent will be varied on each Rent Review Date in accordance with clause (b) below.
- (b) On each Rent Review Date, the Rent will be varied to reflect the market rent as determined by the Minister in consultation with the Valuer General as referred to in the *Valuation of Land Act 1978*.
- (c) For the purpose of that determination, the market rent shall be taken to be the Rent obtainable at the time of the Review in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Leased Premises were vacant and to let on similar terms to those contained in this Lease.
- (d) The costs of the determination shall be borne by the Lessor and the Lessee in equal shares.
- (e) Until the Lessee is notified of the rent as varied, the Lessee must pay the rent in effect prior to the variation. When so notified, the Lessee must pay the rent as varied and must also pay the amount of any consequential adjustment from the Rent Review Date until the date of such notification.

- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (g) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (k) references to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words which are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

1.3 PERFORMANCE OF FUNCTIONS BY MINISTER

All acts and things which the Lessor or the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

1.4 APPROVAL BY THE MINISTER

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under clause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION AND EXCLUSION OF STATUTES

2.1 LAND ADMINISTRATION ACT

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to leases of Crown land granted under section 79 of the LAA apply to the Lessee; and

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lease means this lease, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned, as permitted by this lease, and includes any deed of variation of this lease.

Leased Premises means the land described on the front page of this Lease and Improvements thereon or so much thereof as is shown hachured on the sketch (if any) annexed to this Lease and otherwise described thereon, whichever is the less.

Lessee means the party so described on the front page of this Lease and includes its successors and permitted assigns and, if the Lessee is a natural person, its executors, administrators and permitted assigns and, where the context permits, includes its employees, agents and contractors.

Lessor means the State of Western Australia acting through the Minister for Lands, a body corporate under the LAA, care of the Department of Land Administration, 1 Midland Square, Midland, WA 6056.

Minister means the Minister for Lands under section 7 of the LAA.

Permitted Use means the use of the Leased Premises described in item 4 of the Schedule.

Rent means the annual rent specified in item 1 of the Schedule as varied from time to time under this Lease.

Rent Payment Date means the first day of January and the first day of July of every year during the Term or such other date or dates as the Minister may specify.

Rent Review Date means each date specified in item 3 of the Schedule.

Schedule means the Schedule to this Lease.

Term means the term of this Lease set out on the front page commencing on the Commencement Date and includes any Further Term or any other period during which the Lessee has possession of the Leased Premises.

1.2 INTERPRETATION

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;

DATE

This deed is made the _____ day of _____

PARTIES

The parties to this Lease are the Lessor and the Lessee defined in clause 1.1.

RECITALS

- A. The Minister is authorised by section 79 of the LAA to grant leases of Crown land for certain purposes and on such terms and conditions as the Minister may determine.
- B. The Minister has agreed to grant to the Lessee and the Lessee has agreed to take a lease of the Leased Premises subject to the Encumbrances, for the Term and at the Rent and on and subject to the provisions of the LAA and the terms and conditions of this Lease.

AGREEMENT

The parties covenant and agree on the matters set out on the front page of this Lease and as follows:

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS**1.1 DEFINITIONS**

In this Lease, the following definitions, together with those in the Schedule, apply unless the contrary intention appears:

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

certificate of Crown land title has the same meaning as defined in the LAA and includes a qualified certificate of Crown land title as that term is defined in the LAA.

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Crown means the Crown in the right of the State of Western Australia.

DOLA means the Department of Land Administration.

Encumbrances means the encumbrances shown on the front page of this Lease.

Further Term means the further term of this Lease specified in item 7 of the Schedule.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Improvements mean any building, facility or structure on the Leased Premises.

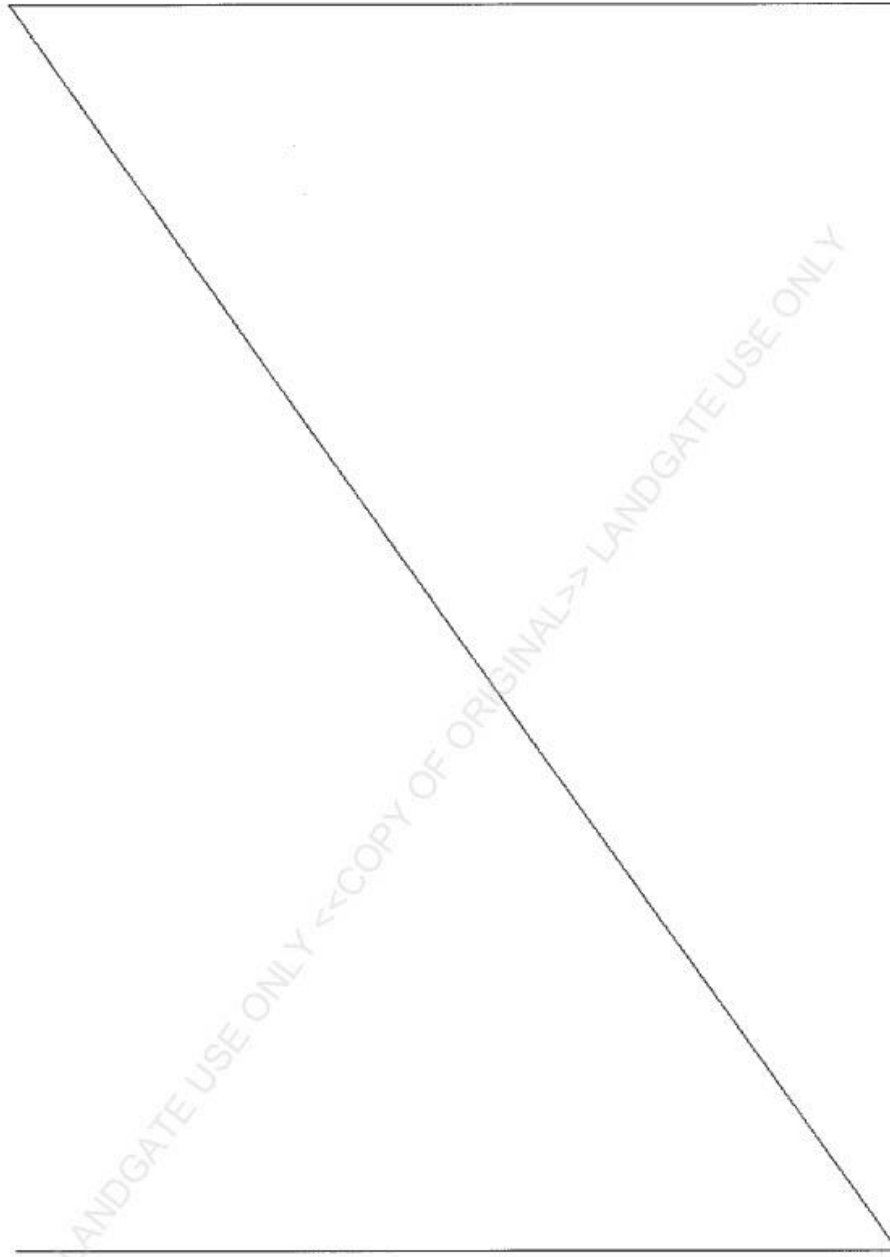
Interest Rate means the rate determined under section 142(1) of the Supreme Court Act 1935 from time to time.

LAA means the Land Administration Act 1997 (WA).

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FORM LAA-1022

ORIGINAL

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE OF CROWN LAND (L)**WA STAMP DUTY PAID SECTION 112**

528.8-	Exemption: N/A.
\$ N/A	\$ N/A
Chattels	Gross consideration
\$ N/A	\$ N/A
Signature	Duty otherwise payable

TENURE CODE: 4E

DESCRIPTION OF LAND (NOTE 1)

Lot 1850 on Deposited Plan 31927

EXTENT	VOLUME	FOLIO
Whole	3127	964

ENCUMBRANCES (NOTE 2)

Easement I199313

LESSOR/S (NOTE 3)

The State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Land Administration, 1 Midland Square, Midland WA 6056.

LESSEE/S (NOTE 4)

Jonan Pty Ltd ACN 009 109 997 and Arden Downs Holdings Pty Ltd ACN 082 167 614 both of PO Box 2030 Mandurah, Western Australia as joint tenants

TERM OF LEASE (NOTE 5)

21 Years	0 Months	0 Days
Commencing from the	1st Day of	October, 2002

THE LESSOR LEASES TO THE LESSEE the land above described subject to the encumbrances shown hereon (note 6)

for the above term for the clear yearly rental of (Note 7) Five Hundred Dollars

payable (Note 8) six monthly in advance

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 & TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN

31st October, 2002

Department of Land Administration
PO Box 2222,
Midland, WA 6936

Dear Sir/Madam,


Re: Norseman Lot 1850

In my capacity as witness to the signatories on the Lease Document, I hereby declare that I have no interest in the lease.

Yours faithfully,


John Moore

Item 10.1.2 Proposed Application for Funding - Development of a South Coast Strategy




Department of
Transport

Maritime

Coastal Adaptation and Protection Grants 2021/2022

Information for Applicants



Applications close: Wednesday 31 March 2021, 12 PM



Introduction

Management of Western Australia's long coastline is a significant and ongoing task, requiring partnerships between the State Government and local coastal managers.

The Department of Transport (DoT) administer Coastal Adaptation and Protection (CAP) grants to assist local coastal managers with coastal management. Each year local coastal managers are invited to apply for funds to undertake projects associated with identifying and adapting to coastal hazards.

CAP grants are available for monitoring, investigation, asset management, adaptation, and maintenance projects.

Aim and objectives

The aim of CAP grants is to ensure coastal managers understand and adapt sustainably to coastal hazards for the public benefit.

Objectives:

- Build capacity of local coastal managers to identify, understand and adapt to coastal hazards appropriately and effectively.
- Ensure coastal management adheres to the principles of Coastal Hazard Risk Management and Adaptation Planning (CHRMAP).
- Facilitate coastal management undertaken for the public benefit.
- Ensure adaptation options preserve or enhance coastal values and assets to benefit the community.
- Improve understanding of coastal processes through data collection and monitoring in the context of sediment cells.

About Coastal Hazard Risk Management and Adaptation Planning (CHRMAP)

Coastal hazards are defined as the consequence of coastal processes that affect the environment and safety of people. Potential coastal hazards include erosion, accretion and inundation (WAPC 2013a).

It is important to develop options that adequately adapt to the risk posed by the coastal hazard(s). Adaptation options that allow for a wide range of potential future risk management options are considered more favourably than approaches that limit future options. Adaptation options that maintain flexibility help create coastal communities that are resilient to the uncertainties of coastal environments.

Successful projects will demonstrate an understanding of the coastal hazard(s) and how adaptation options will manage the risk over different timeframes. New coastal protection works are not permitted unless they can be adequately justified in the context of CHRMAP.

Adaptation measures that provide solutions to coastal hazard(s) should be sought from the following CHRMAP hierarchy on a sequential and preferential basis:

1. **AVOID:** For an area identified to be affected by coastal hazards new development should be avoided.
2. **PLANNED OR MANAGED RETREAT:** Relocation or the removal of assets within an area identified as likely to be subject to intolerable risk of damage from coastal hazards.
3. **ACCOMMODATION:** If sufficient justification can be provided for not avoiding construction as a solution for the area that is at risk from coastal hazards then accommodation adaptation measures should be provided that suitably address the identified risk.
4. **PROTECTION:** Where sufficient justification can be provided for not avoiding the use of engineering intervention and accommodation measures alone cannot adequately address the risks from coastal hazards, then coastal hazard defence works may be proposed for areas in the public interest.

Generally, as options are selected further down the hierarchy (from avoid to protection) future risk management options will diminish.

State Planning Policy No 2.6 State Coastal Planning Policy (SPP 2.6) supports a risk management approach and provides the framework for undertaking risk management and adaptation planning for coastal hazards in Western Australia. The development of CHRMAP is encouraged by DoT and the Department of Planning, Lands, and Heritage (DPLH) to manage coastal hazards.

For further information on CHRMAP, refer to the latest Australian Standard *Managing Environment-Related Risk* (HB 203:2012), *Climate Change Adaptation Guidelines in Coastal Management and Planning* (NCCOE, 2012), and *Coastal Hazard Risk Management and Adaptation Planning Guidelines* (DPLH & WAPC, 2019). A copy of SPP 2.6 can be found on the DPLH website (please see the reference list).



Project eligibility

CAP grants are available for the coastline immediately adjacent to the oceans of WA. Estuarine shorelines are included as an area of secondary focus. Eligible project types include:

- **Monitoring:** Development and implementation of monitoring programs to collect data including beach and hydrographic surveys, wave and water level recordings, aerial photography and photogrammetry.

Apply for a monitoring grant if you do not have appropriate datasets for the section of coast you are concerned about.

- **Investigation:** Appropriate investigations/studies to determine the causes of existing coastal hazards and the likely impacts of climate change, hazard assessments, vulnerability assessments, and the development of adaptation/management solutions.

Apply for an investigation grant if you need to:

1. Analyse data to identify relevant local coastal processes.
2. Investigate to develop a detailed understanding of the problem/hazard(s).
3. Undertake a hazard assessment to investigate and model coastal hazards (erosion, accretion and inundation) and produce hazard maps.*
4. Undertake a vulnerability assessment to analyse and evaluate the risks in detail.
5. Develop appropriate adaptation options to manage the hazards, in accordance with the hierarchy of avoid, managed retreat, accommodate and protect.

**Following a hazard assessment funded by the CAP grants (the first component of a CHRMAP), the Coastal Management Plan Assistance Program (CMPAP) administered by DPLH on behalf of the Western Australian Planning Commission (WAPC), may be able to fund subsequent components of a CHRMAP. Alternatively, if you are interested in undertaking a full CHRMAP (including a hazard assessment), apply for a CMPAP grant. Please refer to the CMPAP website for further details www.dplh.wa.gov.au/cmpap.*

- **Asset management:** Condition inspections of existing coastal protection infrastructure (e.g. groynes, seawalls) and development of asset management/maintenance programs.

Apply for an asset management grant if you have existing assets/issues which have been previously implemented / investigated and their future management needs to be reviewed.

- **Adaptation:** Design and implementation of managed retreat, construction of coastal protection structures (e.g. groynes, seawalls), or beach nourishment. This can include the preparation of tender documents and construction supervision.

Apply for an adaptation grant when monitoring and investigation has been completed and there is an appropriate option ready to implement, in accordance with the CHRMAP hierarchy.

- **Maintenance:** The maintenance of existing coastal protection structures.

Apply for a maintenance grant when you have existing assets/issues which have been previously investigated and ongoing maintenance has been identified as the most appropriate management option.

Note: Adaptation and maintenance projects are unlikely to be successful unless the appropriate monitoring and adaptation planning have been undertaken.

Please note that coastal projects not eligible for CAP grants may be eligible for Coastwest grants or CMPAP grants, administered by DPLH on behalf of the WAPC. You can find further information through the DPLH's website: www.dplh.wa.gov.au/coastwest (Coastwest) and www.dplh.wa.gov.au/cmpap (CMPAP).

Beyond funding assistance, DoT can provide:

- Access to DoT's maritime expertise, including technical advice.
- Access to relevant information held by DoT, such as data on waves, water levels, shoreline movements and beach and hydrographic surveys.
- Review of projects to ensure consistency with relevant Australian standards and coastal management principles.

Selection criteria

Applications will be assessed according to the following criteria:

- There is a demonstrated public benefit(s) delivered by the project (25 per cent).
- There is a demonstrated need(s) for the project (25 per cent).
- The project is suitable to effectively manage the coastal hazard(s) (40 per cent).
- The project improves the understanding of coastal processes (10 per cent).

See the Guidelines at the end of this brochure for more information.

Who may apply?

CAP grants are available to coastal managers, including:

- Local government authorities with vested responsibility for coastal management;
- State Government agencies and authorities actively involved in coastal management;
- Aboriginal Land Councils with responsibility for coastal management; and
- Other corporate bodies directly involved in coastal management.

Only coastal managers can apply. However, others interested in applying may make a joint application with an identified coastal manager.

Funding

Funding of approximately \$1 million is available for allocation in 2021/2022. CAP grants are awarded at the start of the financial year. Projects must be completed by May 2022. Failure to do so may result in the termination of the grant agreement.

The minimum CAP grant limit is \$10,000 (ex GST) and the maximum CAP grant limit is \$300,000 (ex GST).

Funding is available for up to 50 per cent of the total cost for all project types. The remainder of the project cost is to be funded by the applicant, but can include:

- Funding from other sources, including government agencies or authorities;
- In-kind contributions such as machinery, labour or materials, but not administration costs, project management costs, overhead costs or machinery depreciation.

See the Guidelines at the end of this brochure for more information.

General conditions

Before a project commences, successful applicants will be required to:

- Sign an acceptance letter which sets out the terms and conditions of the grant.
- Seek formal approval of a detailed project scope, design report, detailed design or study brief from DoT.

At the conclusion of the project, the coastal manager:

- Must provide a financial statement.
- Must provide an electronic copy of all the data, final report and any associated documents in the format requested by DoT.
- Must provide any other information as requested.
- Owns any assets created and is responsible for all ongoing maintenance and management.
- Encouraged to consider The Western Australian Whole of Government Open Data Policy 2015 and make publicly available data obtained through the grant, with due consideration of their own legislative requirements.

See the Guidelines at the end of this brochure for more information.

How to apply

Applications are to be submitted electronically by 12pm on Wednesday 31 March 2021, using the official application form.

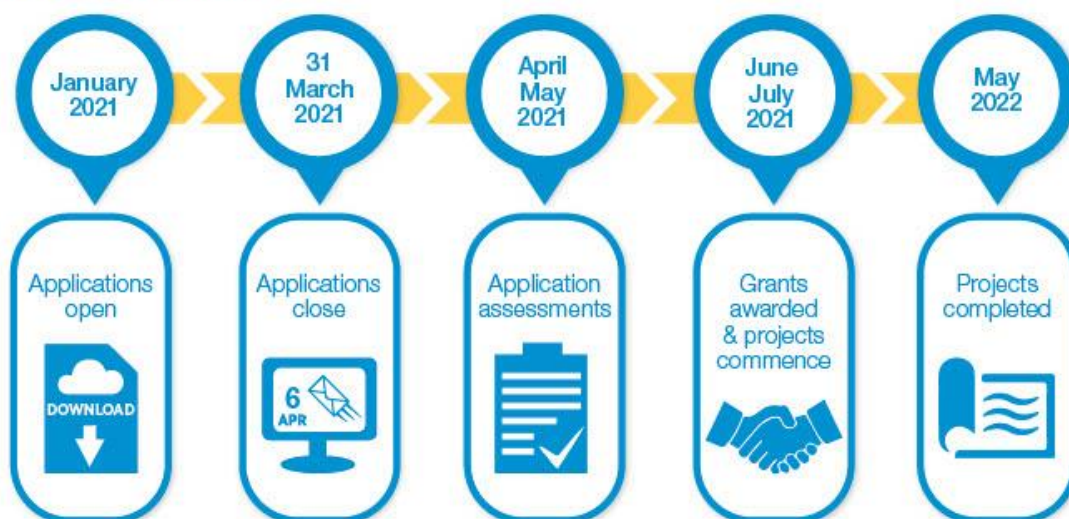
- Please download the application form from <http://www.transport.wa.gov.au/capgrants>
- Email your completed application form and attachments to coastalmanagement@transport.wa.gov.au

If this is not possible, please send an electronic copy of your application to GPO C102, Perth, WA 6839 before 31 March 2021.

Contact

Phone: Ellena Bromwell on 0409 027 046 Email: coastalmanagement@transport.wa.gov.au

Grant timeline



Successful 2021/2022 project examples

Shire of Esperance

Esperance Bay Coordinated Dredging and Sand Back-passing Trial

The Shire of Esperance received \$300,000 for a trial to nourish Castletown Beach using dredging materials from Bandy Creek Boat Harbour, managed by Department of Transport (DoT). The Shire collaborated with DoT to pump materials dredged from the boat harbour under its maintenance dredging program to Castletown Beach. This nourishment project aimed to provide beach amenity and natural protection buffer to various public infrastructure.



City of Wanneroo

Beach Renourishment Sand Sourcing Feasibility Study

A \$20,000 grant was received by City of Wanneroo to identify future beach renourishment sand sources. The scope of the project included understanding the various environmental impacts and approval requirements associated with using these sources. The City historically relies on sourcing sand from quarries, which is a finite source. Identifying other sources is key to the City's long-term coastal management strategy.



Shire of Gingin

Gingin Coastal Erosion Hotspots Monitoring Project

The Shire of Gingin was awarded \$19,835 to monitor the coastline of Seabird, Ledge Point and Lancelin. These areas have been identified as coastal erosion hotspots in a state-wide assessment released in 2019. The monitoring will enable early detection of coastline changes and supporting proactive coastal management actions.



Peron Naturaliste Partnership

Regional Coastal Monitoring Program – Review and Analysis

The Peron Naturaliste Partnership received \$30,000 to review its regional coastal monitoring program and to analyse all data collected for the past three years of the program. The intended outcome of the program is a sustainable long-term monitoring program, which builds knowledge and capacity of local governments in Peron Naturaliste region. The review and analysis of data collected is an important element to achieve the outcome.



Town of Port Hedland

Protecting Hedland – Coastal Seawalls Project – West End

The Town of Port Hedland received \$227,452.50 to refurbish damaged revetment structures at West End foreshore. In late March 2019, Tropical Cyclone Veronica caused significant damage to Marapikurrinya Park and Richardson Street Seawall. This project refurbished the existing structures to current design standard and linked the previously disconnected structures with approximately 200 metre new revetment.



City of Joondalup

Sand Bypassing

A grant of \$75,000 to the City of Joondalup allowed the trucking of sand from Sorrento Beach to the beach north of Hillarys Boat Harbour. The transported sand will provide a buffer to storms and protect the coastal dunes and public open space area at Hillarys Beach.



Coastal Adaptation and Protection Grant Guidelines

January 2021

General

- 1 Coastal Adaptation and Protection (CAP) Grants are available for the coastline immediately adjacent to the oceans of Western Australia. Estuarine shorelines are included as an area of secondary focus.
- 2 Grants are available to local coastal managers defined as: local government authorities who have vested responsibility for coastal management; State Government agencies and authorities actively involved in coastal management; Aboriginal land councils with responsibility for coastal management; other corporate bodies directly involved with coastal management. Others interested in applying for the grant may make a joint application with an identified coastal manager.
- 3 The applicant must have appropriate authority/consent to manage the coastal lands.
- 4 More than one application can be submitted by the same coastal manager.

Funding

- 5 A total of around \$1 million is available for allocation to CAP grants in the 2021/2022 financial year. Projects must be completed by May 2022; failure to do so may result in termination of the grant.
- 6 Funding is available for up to 50 per cent of the total project cost for monitoring, investigation, asset management, adaptation, and maintenance project types. The remainder of the project cost is to be funded by the applicant.
- 7 The minimum grant limit for each application is \$10,000 excluding GST. The maximum grant limit for each application is \$300,000 excluding GST. Grant amounts applied for must exclude GST.
- 8 Grants are limited to immediate project costs and payment will not be made for incidental costs such as administration or project management. Funding by the applicant can include funding from other sources, including government departments.
- 9 Funding by the applicant can include in-kind contributions from their organisation such as machinery, labour or materials, but not administration or project management costs. In-kind contributions, in terms of materials, labour or machinery use, need to be quantified. Overhead cost (e.g. overtime, leave, superannuation, etc) and machinery depreciation can't be included as in-kind. Applicants must provide details of the value of any in-kind work claimed.
- 10 The applicant is to fund any cost overruns. Only significant increases in costs due to factors beyond the applicant's control may be considered for funding upon lodgement of a variation request, if financial capacity exists within the CAP grant at the time.
- 11 Applicants may be offered funding for certain elements of a project or offered a percentage of the funding requested.
- 12 Grants are typically paid in arrears. However, the applicant may request up to 50 per cent of the grant to be paid following project commencement if there is proper justification. The remaining 50 per cent will be paid on project completion.

Project eligibility criteria

- 13 Eligible project types include:
 - **Monitoring:** Development and implementation of monitoring programs to collect data including beach and hydrographic surveys, wave and water level recordings, aerial photography and photogrammetry.
 - **Investigation:** Appropriate investigations/studies to determine the causes of existing coastal hazards and the likely impacts of climate change, hazard assessments, vulnerability assessments, and the development of adaptation/management solutions.
 - **Asset management:** Condition inspections of existing coastal protection infrastructure (e.g. groynes, seawalls) and development of asset management/maintenance programs.
 - **Adaptation:** Design and implementation of managed retreat, construction of coastal protection structures (e.g. groynes, seawalls) or beach nourishment. This can include the preparation of tender documents and construction supervision.
 - **Maintenance:** The maintenance of existing coastal protection structures.

- 14 Coastal engineering works will only be considered for grant funding if:
- All other options for avoiding and adapting to coastal hazards have been fully explored and documented, as part of a coastal hazard risk management adaptation planning process.
 - Comprehensive investigation (including data collection, review and appropriate design) have been undertaken to demonstrate that the engineering works will not cause significant adverse impacts on the adjacent environment within the sediment cell.
 - The engineering works are primarily proposed in the public interest to ensure they maintain a coastal foreshore reserve, public access, public amenity, public safety and high value public infrastructure that is not expendable.
 - Appropriate planning, documentation and funding arrangements are in place for the ongoing monitoring and maintenance.
- 15 Projects ineligible for funding include:
- Applications that do not demonstrate that the appropriate monitoring or investigation have been undertaken to initially understand the coastal hazard.
 - Construction projects that have not demonstrated that all other options for avoiding and adapting to coastal hazards have been fully explored as part of a coastal hazard risk management adaptation planning process.
 - Projects that have significant adverse impacts on the adjacent environment within the sediment cell.
 - Retrospective projects. Funding is not available for projects that have commenced (are not a stage of a previously approved project) or have been completed.
 - Rehabilitation or landscaping primarily for amenity value rather than maintaining erosion buffers.
 - Projects that have not obtained the relevant environmental and statutory approvals.
- 16 Existing coastal protection structures that require significant upgrade or maintenance will be subject to the conditions in guideline 14 (above) to be considered for funding.
- 17 Non-performance on any previous Coastal Adaptation and Protection Grant project may result in the applicant not being considered for future grants.

Application process

- 18 Applicants are encouraged to provide as much relevant information as possible. Providing clear evidence of the coastal management requirements in the area will be critical for a grant funding application to be successful.
- 19 Applications that provide relevant plans, reports and/or detailed concepts and show evidence of how the project fits into a greater context of coastal management planning for the management area will be considered favourably.
- 20 On request, technical advice and review of the proposed project may be provided by DoT coastal specialists during the application process.
- 21 Applicants are able to access data held by DoT. Applicants are encouraged to visit DoT at Kings Square Fremantle to gain an understanding of what historical data and information is available.

Project assessment

- 22 An assessment panel will review all applications. Applications are first assessed by individuals, then the panel meets to discuss the applications and reach a consensus score. Each member has an equal vote and must declare any vested interests and abstain from voting on such projects. The highest ranking applications are allocated funds until the budget pool has been allocated.
- 23 Applications will be assessed according to the following selection criteria:
- There is a demonstrated public benefit(s) delivered by the project (25 per cent).
 - There is a demonstrated need(s) for the project (25 per cent).
 - The project is suitable to effectively manage the coastal hazard(s) (40 per cent).
 - The project improves the understanding of coastal processes (10 per cent).

Conditions of successful grants

- 24 Applicants are responsible for obtaining all necessary statutory approvals required for the project.
- 25 A detailed project scope must be approved by DoT before commencement.
- 26 The work in the proposed project must be undertaken by suitably qualified and experienced organisations and personnel, approved by DoT before commencement.
- 27 For coastal protection structures a design report including design criteria (for example design life, design wave and water level conditions), technical specification and construction drawings must be approved by DoT prior to construction.
- 28 For construction projects, as-constructed drawings must be provided to DoT detailing the actual work undertaken, in the format requested by DoT.
- 29 The applicant will own any assets created through the CAP grant and will be responsible for all associated ongoing maintenance, insurance and management.
- 30 Any reports and associated documentation produced must be provided to DoT for review prior to finalisation.
- 31 An electronic copy of all the data, final report and any associated documents shall be provided to DoT in the format requested by DoT.
- 32 The applicant must provide a financial statement and associated invoices upon completion of the project, which includes the actual cost of each component, as set out in their application.
- 33 DoT may publish details of grants, projects and recipients and/or use the information for promotional purposes.
- 34 DoT may specify additional project requirements or conditions where necessary.
- 35 DoT encourages successful projects to consider The Western Australian Whole of Government Open Data Policy 2015 and make publicly available data obtained through the grant. Note that applicants should consider their own legislative requirements and the value and intended outcome of openness against the cost and potential implications of making that data open.



References

NCCOE (2012) *Climate Change Adaptation Guidelines in Coastal Management and Planning*, 2nd Ed. National Committee on Coastal and Ocean Engineering of Engineers Australia.

Standards Australia (2012) HB203:2012 *Managing Environment-Related Risk*, 4th Ed.

Stul T, Gozzard JR, Eliot IG and Eliot MJ (2012) *Coastal Sediment Cells for the Vlamingh Coast - Between Cape Naturaliste and the Moore River, Western Australia*. (<http://www.transport.wa.gov.au/imagery/coastal-erosion-and-stability.asp>)

Stul T, Gozzard JR, Eliot IG and Eliot MJ (2014) *Coastal Sediment Cells for the Pilbara Coast - Between Giralda and Beebingarra Creek, Western Australia*. (<http://www.transport.wa.gov.au/imagery/coastal-erosion-and-stability.asp>)

Stul T, Gozzard JR, Eliot IG and Eliot MJ (2014) *Coastal Sediment Cells for the Northampton Coast - Between Glenfield Beach and the Murchison River, Western Australia*. (<http://www.transport.wa.gov.au/imagery/coastal-erosion-and-stability.asp>)

Stul T, Gozzard JR, Eliot IG and Eliot MJ (2014) *Coastal Sediment Cells for the Mid-West Coast - Between the Moore River and Glenfield Beach, Western Australia*. (<http://www.transport.wa.gov.au/imagery/coastal-erosion-and-stability.asp>)

WAPC (2013a) *State Planning Policy 2.6 State Coastal Planning Policy*. Western Australian Planning Commission (<https://www.dplh.wa.gov.au/spp2-6-coastal-planning>).

WAPC (2013b) *State Coastal Planning Policy Guidelines*. Western Australian Planning Commission (<https://www.dplh.wa.gov.au/spp2-6-coastal-planning>).

WAPC (2019) *Coastal hazard risk management and adaptation planning guidelines*. Western Australian Planning Commission (<https://www.dplh.wa.gov.au/spp2-6-coastal-planning>).



Contact

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Phone: Ellena Bromwell on 0409 027 046

The information contained in this publication is provided in good faith and believed to be accurate at time of publication. The State shall in no way be liable for any loss sustained or incurred by anyone relying on the information. 122020

DOT 14842111

Item 10.1.3 Proposed Kitchen, Dining Facility, Tavern, Café and Coffee Shop

Extract from the Planning and Development (Local Planning Schemes) Regulations 2015

Schedule 2, Part 9, Clause 67 (2)

Consideration of application by local government

- (2) In considering an application for development approval (other than an application on which approval cannot be granted under subclause (1)), the local government is to have **due regard** to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —
- (a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;
 - (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the *Planning and Development (Local Planning Schemes) Regulations 2015* or any other proposed planning instrument that the local government is seriously considering adopting or approving;
 - (c) any approved State planning policy;
 - (d) any environmental protection policy approved under the *Environmental Protection Act 1986* section 31(d);
 - (e) any policy of the Commission;
 - (f) any policy of the State;
 - (fa) any local planning strategy for this Scheme endorsed by the Commission;
 - (g) any local planning policy for the Scheme area;
 - (h) any structure plan or local development plan that relates to the development;
 - (i) any report of the review of the local planning scheme that has been published under the *Planning and Development (Local Planning Schemes) Regulations 2015*;
 - (j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;
 - (k) the built heritage conservation of any place that is of cultural significance;
 - (l) the effect of the proposal on the cultural heritage significance of the area in which the development is located;
 - (m) the compatibility of the development with its setting, including —
 - (i) the compatibility of the development with the desired future character of its setting; and
 - (ii) the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;
 - (n) the amenity of the locality including the following —
 - (i) environmental impacts of the development;
 - (ii) the character of the locality;
 - (iii) social impacts of the development;

- (o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;
- (p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;
- (q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;
- (r) the suitability of the land for the development taking into account the possible risk to human health or safety;
- (s) the adequacy of —
 - (i) the proposed means of access to and egress from the site; and
 - (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;
- (t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;
- (u) the availability and adequacy for the development of the following —
 - (i) public transport services;
 - (ii) public utility services;
 - (iii) storage, management and collection of waste;
 - (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
 - (v) access by older people and people with disability;
- (v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;
- (w) the history of the site where the development is to be located;
- (x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;
- (y) any submissions received on the application;
- (za) the comments or submissions received from any authority consulted under clause 66;
- (zb) any other planning consideration the local government considers appropriate.

END OF DOCUMENT

SUMMARY OF PUBLIC SUBMISSIONS FOR DEVELOPMENT APPLICATION: DB 4/2021 (Advertised 11 - 25 November 2021)

Proposed Kitchen, Dining Facility, Tavern, Café and Coffee Shop – 94 to 98 Prinsep Street Norseman

Submission #	Submitter	Affected Land	Submission Summary	Remarks	Recommended Response
1	Steven Blackburn	97 Prinsep Street Norseman	No objection	Noted	Nil
2	Trevor Sharpe, Full Moon Cafe	85B Roberts Street Norseman	(i) Objects to the proposed development on the grounds that it will detrimentally affect the viability of the town's businesses	Consideration of the impact of the proposed development upon the viability of smaller businesses in Norseman is not a valid town planning consideration and may be contrary to the <i>National Competition Policy</i> No evidence or demonstration has been provided by the objector as to whether the viability of existing smaller businesses within Norseman will be detrimentally impacted	Dismiss – but also refer to the recommended response in 5 (iii) following
			(ii) Additionally, posted concerns about the proposed development on Facebook	Noted	Nil
3	W Morris	Roberts Street Norseman	Objection (no reasons provided)	Noted	Nil
4	Raelene Buckley	Not known or stated (Facebook Post)	Considers the proposed development is not needed	The objector did not provide any documentary evidence to support this assertion	Nil
5	Miss E Reid	Not known or stated	(i) Considers that existing businesses and services within Norseman can provide similar services that the proposed development seeks to provide	This is not a valid town planning consideration	Dismiss
			(ii) Considers that the proposed development will detrimentally affect the viability of smaller businesses within the town	As per 2 (i) above	Dismiss – but also refer to the recommended response in 5 (iii) following

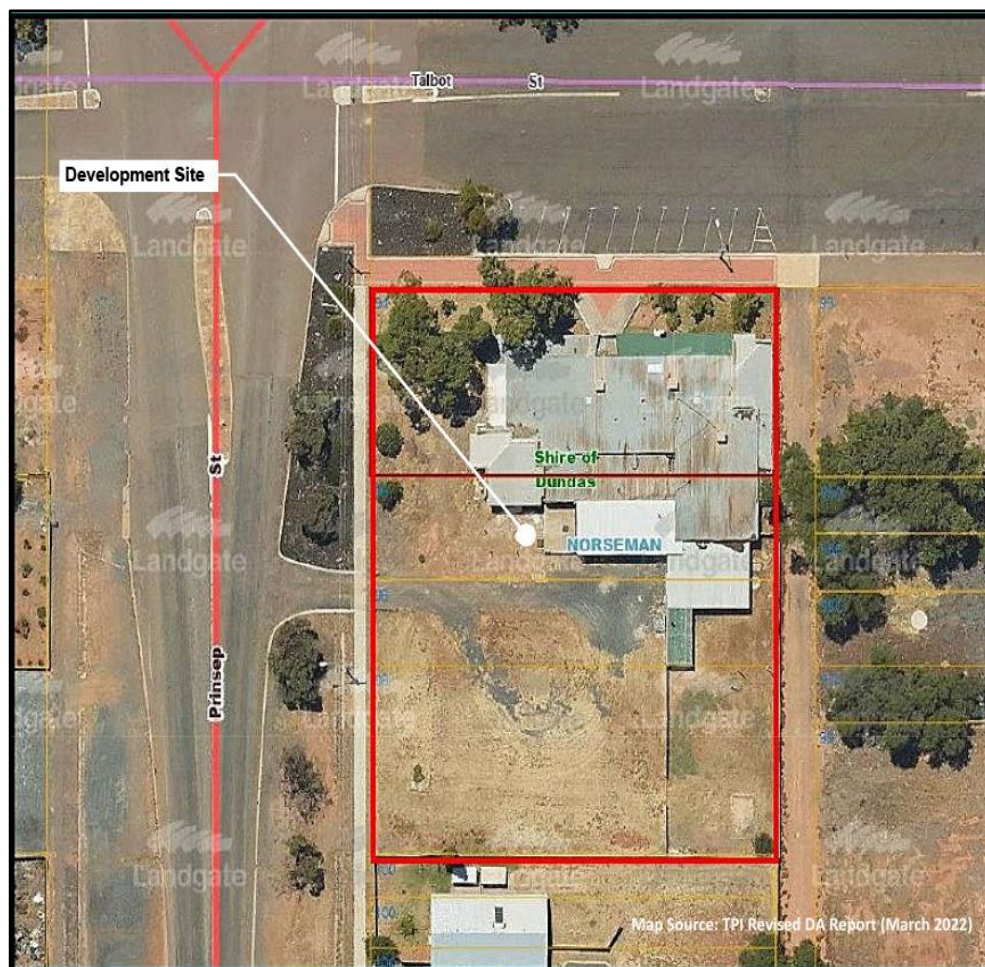
Submission #	Submitter	Affected Land	Submission Summary	Remarks	Recommended Response
			(iii) Suggests the proposed development should be exclusively for the use of the mine workers residing in the adjoining and adjacent mining workforce accommodation facilities	This is not a valid town planning consideration However, the proponent could be invited to reconsider the desire to trade publically with a view to restricting public access consistent with the entry requirements that applied when the former <i>Norseman Miners and Workers Club</i> premises occupied the subject land	Suggest the proponent be invited to reconsider the desire to trade publically with a view to restricting public access consistent with the previous use of the land (ie. the former <i>Norseman Miners and Workers Club</i>)
6	Terry Cornelius Great Western Motel	11 Prinsep Street Norseman	(i) Considers the development is at odds with the emerging perception of a historic and strategic tourism supporting community	Notwithstanding this view, the proposed development is required to be assessed against the permissible uses and standards prescribed for such development (if any) for the type of development proposed Such development may be permitted at the discretion of the Dundas Shire Council, having regard to its merit, and the range of matters that the Council must consider in exercising that discretion In the absence of a local planning strategy to guide the direction of the town's future development, this assertion can only be considered speculative	Dismiss However, Council may wish to consider developing and adopting a local planning strategy that will set out a vision and direction for the Shire's and/or the town of Norseman's future development and growth, including a range of future desirable land uses it wishes to embrace, and the physical form, scale and character that future development might take
			(ii) Considers that the proposed development will detrimentally affect existing small businesses in Norseman and the community overall as a consequence	As per 2 (i) above	Dismiss – but also refer to the preceding recommended response in 5 (iii)

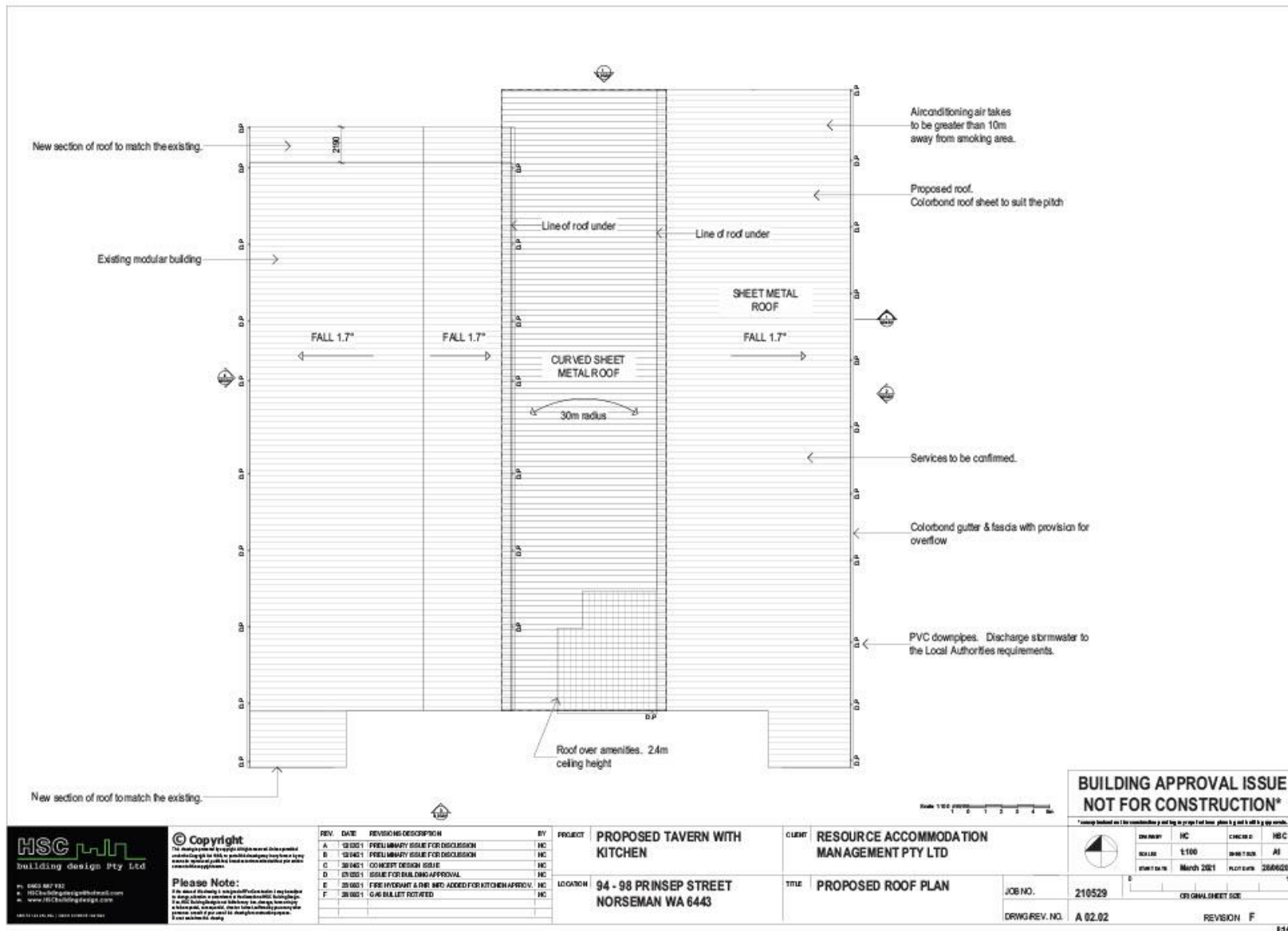
SUMMARY OF PUBLIC SUBMISSIONS FOR DEVELOPMENT APPLICATION: DB 4/2021 (Re-Advertised 27 January - 10 February 2022)

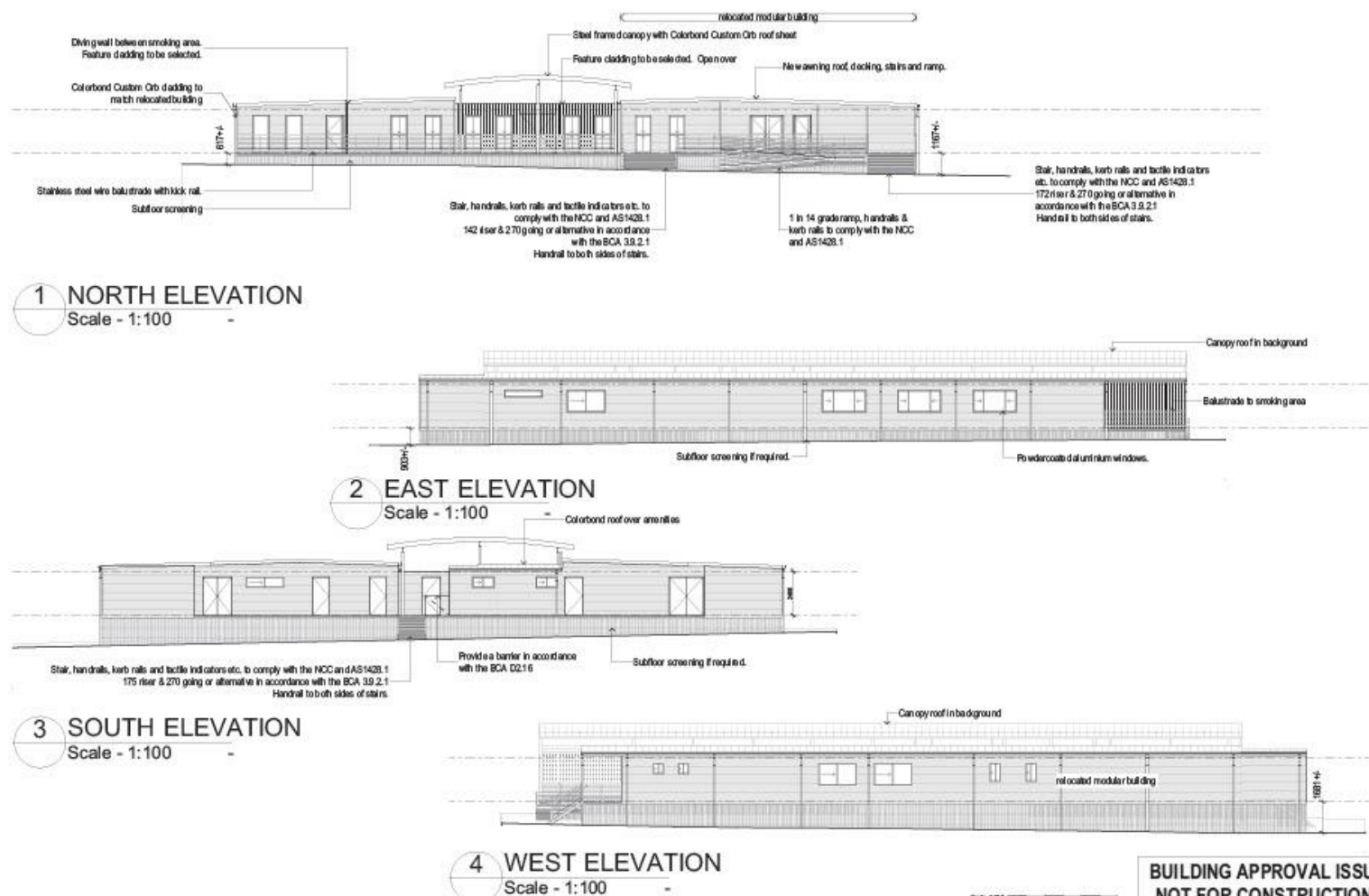
Proposed Kitchen, Dining Facility, Tavern, Café and Coffee Shop – 94 to 98 Prinsep Street Norseman

Submission #	Submitter	Affected Land	Submission Summary	Remarks	Recommended Response
1	Terry Cornelius, Proprietor Great Western Motel	11 Prinsep Street Norseman	(i) Considers the development is at odds with the emerging perception of a historic and strategic tourism supporting community	Notwithstanding this view, the proposed development is required to be assessed against the permissible uses and standards prescribed for such development (if any) for the type of development proposed Such development may be permitted at the discretion of the Dundas Shire Council, having regard to its merit, and the range of matters that the Council must consider in exercising that discretion In the absence of a local planning strategy to guide the direction of the town's future development, this assertion can only be considered speculative	Dismiss However, Council may wish to consider developing and adopting a local planning strategy that will set out a vision and direction for the Shire's and/or the town of Norseman's future development and growth, including a range of future desirable land uses it wishes to embrace, and the physical form, scale and character that future development might take
			(ii) Considers the type and scale of development will detrimentally affect the viability of smaller businesses within the town	Consideration of the impact of the proposed development upon the viability of smaller businesses in Norseman is not a valid town planning consideration – this view has been reinforced and made clear in the High Court decision of <i>Kentucky Fried Chicken Pty Ltd vs Gantidis (1979) 140 CLR 675</i> . Such a consideration may also be contrary to the <i>National Competition Policy</i>	As per 1 (i) above

				<p>Additionally, no evidence has been provided by the objector as to whether the viability of existing smaller businesses within Norseman will be detrimentally impacted</p>	
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Please Note:
This drawing is a preliminary design and is not to be used for construction. It is subject to change without notice. The client is responsible for ensuring that the design meets all relevant building codes and standards.

REV	DATE	REVISION DESCRIPTION	BY
A	12/02/11	PRELIMINARY ISSUE FOR DISCUSSION	HC
B	12/04/11	PRELIMINARY ISSUE FOR DISCUSSION	HC
C	20/04/11	CONCEPT DESIGN ISSUE	HC
D	20/05/11	ISSUE FOR BUILDING APPROVAL	HC
E	20/05/11	FIRST HYDRAUNT & FIRE INFO ADDED FOR KITCHEN APPROV.	HC
F	20/05/11	CAN BULLET ROTATED	HC

PROJECT PROPOSED TAVERN WITH KITCHEN

CLIENT RESOURCE ACCOMMODATION MANAGEMENT PTY LTD

LOCATION 94 - 98 PRINSEP STREET NORSEMAN WA 6443

TITLE PROPOSED ELEVATIONS

JOB NO. 210529

DRWG/REV. NO. A 03.01

BUILDING APPROVAL ISSUE NOT FOR CONSTRUCTION*

DATE	BY	REVISION
12/02/11	HC	1
12/04/11	HC	2
20/04/11	HC	3
20/05/11	HC	4
20/05/11	HC	5
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Item 10.4.1 Officers' Reports



REPORT TO COUNCIL

Ordinary Council Meeting Saturday 19th March 2022

AREA: Corporate and Community Services **OFFICER:** Pania Turner

PERIOD OF REPORTING: February - March

1. Community Event Reminder March-April

Fun Things to do with Photos

When: Friday 18 March 2022

Where: Woodlands Centre

Time: 10-11am

Who: Community- limited numbers

What: CRC photography workshop.

Cost: Free

Ordinary Meeting of Council:

Saturday 19 March 2022

Where: Eucla

Time: 4pm ACWST

Who: Councillors and Community

Eucla Community BBQ:

Saturday 19 March 2022

Where: Eucla Community Hall

Time: 5:00pm ACWST

Who: Councillors and Community

Movie Night

When: Friday 25th

Where: Woodlands Centre

Time: Under 15 years- 5-6:30pm

15+ 7-8:30pm

Who: Children & Youth

What: Movie night

Cost: Free- snacks available for purchase

Hands Up to Harmony Day

Friday 23 March 2022

Where: Woodlands Centre

Time: 10-11am

Who: Community

What: Painting.

Cost: Free

Event provider: Centrecare

Easter Egg Hunt

When: Saturday 9 April

Where: Marks Park

Time: 10am – 12pm

Who: Community

What: Kids games, prizes & BBQ

Cost: Free

ANZAC DAY Dawn Service

When: Monday 25 April

Where: Memorial Park

Time: 4:45am

Who: Community

Followed by a *Diggers Breakfast* at the Norseman Town Hall.

2. COVID-19 Pandemic

Free Rapid Antigen Program



WA households can receive up to 15 free individual RATs, with 10 extra tests automatically being delivered to people who previously registered for the first five free tests for their household.

Woodlands Centre staff have been assisting local residents with registering for their free RATs. The government's online registration program is difficult to navigate for some members of the community.

RATs will also be distributed directly to households in remote and town-based communities, and to State Members of Parliament to provide them to constituents in need through their electorate office.

Testing Positive



What to do if you are a confirmed positive case:

- Isolate at home for 7 days
- If you have no symptoms after 7 days, then no further test is required, and you can stop isolating
- If you have symptoms on day 7, remain in isolation until those symptoms clear or get clearance from a medical professional before leaving isolation
- Once you leave isolation, you need to wear a mask indoors and outdoors in public for the next 7 days, including in a vehicle used by people other than your household members e.g. public transport or ridesharing services.

Important: If you return a positive Rapid Antigen Test (RAT), you must register your result with the Department of Health.

https://www.healthywa.wa.gov.au/Articles/A_E/Coronavirus/COVID19-testing/Rapid-Antigen-Test

I am a close contact and have no symptoms




You must isolate for a full seven days if:

- you are household close contact for 7 days from the date of the test of the case and monitor your symptoms.
 - all other close contacts - for 7 days from date of contact with positive case and monitor your symptoms.

Take a PCR test or RAT on day 1

- If positive – follow positive case guidelines
- If negative, continue to isolate
- If symptoms develop, follow symptomatic close contact guidelines (as above)
- If you continue to have no symptoms, and you are non-household close contact, take a PCR test on day 6 or a RAT on day 7

	<ul style="list-style-type: none"> ○ If positive – continue to follow positive case guidelines (as above) ○ If negative, you can leave isolation after day 7 and monitor for symptoms • If you are a household close contact and someone else in your household tests positive, you can still leave isolation with a negative day 6 PCR test or day 7 RAT. • Once you leave isolation, you need to do the following for the next 7 days: <ul style="list-style-type: none"> ○ wear a mask indoors and outdoors in public, including in a vehicle of any kind e.g. public transport or ridesharing services. ○ avoid visiting healthcare, aged, residential care facilities (including disability care facilities and mental health residential facilities) or correctional facilities, unless authorised by the Chief Health Officer or in an emergency. In this case, you must advise a relevant officer prior to attending or as soon as possible upon your arrival. Workers at those facilities can enter under strict conditions.
<p>I am a close contact with symptoms</p> 	<p>What to do if you are a symptomatic close contact:</p> <ul style="list-style-type: none"> • Isolate for a full 7 days from date of contact with positive case. • If the close contact is from your household, you must isolate for 7 days from the date of the positive test. • Take a PCR test or RAT within 24 hours of becoming a close contact, <ul style="list-style-type: none"> ○ If positive – follow positive case guidelines ○ If negative continue to isolate ○ If symptoms continue or develop, take another test <ul style="list-style-type: none"> ▪ If you took a RAT, take another RAT in 24 hours • Take a PCR test on day 6 or RAT on day 7: <ul style="list-style-type: none"> ○ If positive – continue to follow positive case guidelines ○ If negative, you can leave isolation after day 7. • Once you leave isolation, you need to do the following for the next 7 days: <ul style="list-style-type: none"> ○ wear a mask indoors and outdoors, including in a vehicle of any kind e.g. public transport or ridesharing services. ○ avoid visiting healthcare, aged, residential care facilities (including disability care facilities and mental health residential facilities) or correctional facilities, unless authorised by the Chief Health Officer or in an emergency. In this case, you must advise a relevant officer prior to attending or as soon as possible upon your arrival. Workers at those facilities can enter under strict conditions.

Critical Workers



Who is a critical worker?

It is someone who cannot do their work from home and performs a role that is critical to:

- The COVID-19 response or,
- The continuation of services that prevent significant harm to a person or the community or;
- The safe continuation of services or provides specialists skills in an essential industry.

Employers register their critical roles online. The Shire of Dundas will have some employees who will fit the critical worker role.

For a list of industries who may be consider critical please go to:

<https://www.wa.gov.au/government/covid-19-coronavirus/covid-19-coronavirus-critical-worker-categories>

Critical workers who are close contacts.

Critical workers who attend work as an asymptomatic close contact during their isolation period are required to follow the below:

- As a 'critical worker' who is a close contact, you may return to work only if you are asymptomatic (have no symptoms)
- For every day you attend work as a 'critical worker' close contact, you must have a daily negative RAT.
- When working you must work with a mask or use other PPE if necessary for work.
- When outside of work, you must self-isolate.
- If possible, travel alone to work and avoid public transport.
- If a RAT is positive, you must self-isolate for 7 days.
- If symptoms ever develop, you must follow symptomatic close contact rules.

2.1 Government COVID-19 Information and Resources

The WA government is highlighting the role of community members in preparing themselves to manage COVID-19 infection as community cases become more common.

Information on:

- How to minimise the spread of COVID-19
- How to prepare for COVID-19
- Symptoms
- Testing
- Managing a positive case at home
- Latest updates
- Close Contacts definitions

Can be found at by visiting the <https://www.wa.gov.au/government/covid-19-coronavirus/covid-19-coronavirus-managing-covid-19-home-and-the-community>

Additionally, the Norseman Community Resource Centre and the Norseman Visitors Centre are assisting residents and visits with COVID-19 queries and support.

2.3 Local Emergency Management Committee and Operational Area Support Group

LEMC continues to meet weekly to review and address emerging situations arising regarding the pandemic. Members on this group include Shire of Dundas, Norseman and Eucla Police, St John WA, Norseman Hospital and Doctors Surgery, Ngadju Native Title Chairperson and CEO, Norseman District High School, Ngadju Rangers CEO, Eucla Silverchain Nurse, EVFRS & NVRFS.

The group have worked hard to address not only the pandemic but other the local issues being experienced.

Following on from the LEMC the Shire President, CEO and MCCS attend the weekly OASG meetings to ensure that the concerns of Shire of Dundas community and businesses are reported to key emergency management organisations at the regional and State level.

The Shire of Dundas, as well as the other LGs in the region have raised the following concerns:

- WA's Hard Border control
- Surge in numbers during border openings and closings- the resources and support required at the WA/SA border
- Road freight and transport and appropriate controls and testing
- Local vaccination rates stats and data requests- numerous requests for this information
- Vulnerable community groups
- Accessibility to vaccination and vaccination clinics
- Quarantining orders and controls
- Delayed notification of positive cases in the community
- No notification to LGs before press releases are made
- Panic buying
- Lack of suitable accommodation in communities in which people are required to self-isolate
- Resourcing the COVID-19 response- Who is responsible? Is there government support available?
- Rapid Antigen Testing
- PPE supplies for the community and local business
- Pandemic Response Plans

3. Norseman Interagency Meeting

The Norseman Interagency group met on Thursday 17 February, its first meeting for 2022. Agenda items and discussions included:

- Ngadju Rangers called for better community support and improved communication from services regarding COVID-19 response.
- Housing- severe shortage in Norseman and the Goldfields
- COVID-19 impacts to service provision
- Mental Health and Wellbeing- supports and resources
- Commencement of activities in the Community Wellbeing Plan

4. Norseman Pensioners Op-Shop

The Norseman Pensioners Op-Shop opened its doors again on Tuesday 8 March, after a long period of closing due to being relocated to Dodd House. President of the Norseman Pensions Rozena Palcic has requested that community hold onto their donations for a while as the shop is currently full!

It is lovely to have the shop open again, with tourists and residents eager to be able to rummage through to find that great pre-loved bargain.

5. Norseman Cup

The Norseman Cup experienced a Bush to Beach journey this year and, and stormy start that caused a days delay, but in spite all of this the Cup was held with excellent feedback coming from race day supporters Esperance Bay Turf Club.

Tight COVID-19 restrictions meant that numbers were reduced, however those that attended enjoyed the day. The Shire acknowledges the disappointment of the Norseman Cup having to be held in Esperance for 2022. Those who would like to see the Races attract the large crowds that they once used to are encouraged to join the Norseman Turf Club and put their volunteer efforts into supporting the Norseman Turf Club.

A big shout out to the sponsors:

- Pantoro
- Norseman Concrete
- Railway Hotel
- John Stewarts Battery Services
- Hampton Mining & Civil
- Eucla Motel
- Norseman Motel
- Shire of Dundas
- Norseman Turf Club

Also, a special mention to member of the Esperance Bay Turf Club who understood the disappointment but made every effort to welcome Norseman to its racecourse.

6. Nature Play Playground

A number of setbacks have occurred with one of the final elements of the Woodlands Centre landscaping which is the installation of a Nature Play features. With injury plaguing a preferred suppliers carver, the Shire is in discussion with a local carver to complete the work.

7. Recruitment

Corporate and Administration officers have been busy with recruitment the past month. The Shire is now using a new online platform that manages staff induction and contractor compliance to ensure the Shire meets its obligations with WHS and compliance. The Senior Administration Officer has been working with Altorra whose system allows for a bespoke created for the Shire's diverse needs.

8. Successful Funding Applications

The Shire has been successful in receiving two grants in March.

1. WA Hiking Participation Grant \$10,000

This funding will be used to develop a marathon and hiking event that promotes the health and wellbeing of the community, and visitors to the Shire, as well as promoting the increased use and participation on local trails.

2. Regional Economic Development Grant: \$200,000

The Dundas-Ngadju Timber Utilisation and Diversification Project will see timber that was earmarked for clearing on mining leases to be harvested before it is cleared, then milled into saleable timber product. Working with the Forest Products Commission, Ngadju groups, the Norseman Men's Shed, and local creatives the project is an exciting use of what was going to be waste product into a economic opportunity for the Community.

REPORT TO COUNCIL

Ordinary Council Meeting Saturday 19th March 2022

AREA: Works and Services **OFFICER:** Barry Hemopo

PERIOD OF REPORTING: February - March

TOWN WORKS

- Reticulation repairs to streets and swimming pool ongoing
- Dog Park has been on hold due to- Joe on the end house of the park. Ongoing work at the park is to make a road with a different exit point, gravel and fit another culvert.
- Washing machines and dryers are now in the laundry building, setting up of the machines to be started next week. Internal walls are in place and floors painted, electrical plugs are mounted and connected, new buzz bar has been replaced in the DB box, waiting on reply from Horizon power regarding pillar to post power needs for the laundry. Grey water tank has been placed underground ready to hook up to holding tanks. Kleenheat have been to inspect the site for the LPG storage tanks we should be on target with getting the concrete slab base poured and completed.
- Pumping sewer water to reduce volumes in storage ponds.
- Trees on verges being trimmed, tree lopper has been and lopped trees at Johns, Goodliffe, Prinsep Streets men shed and pensioner units, there are 6 tree stumps that must be removed from these streets and behind the old Masonic Lodge building which will allow us to straighten the back lane road
- Tin dam and grey water dam behind school have all been sprayed both dams have low water levels

GARDEN CREW

- Garden crew working on all gardens including watering plants at the clock roundabout until we can connect to the main water supply.
- Ongoing practical training with the gardeners regarding what is expected with hazard identification around the parks with their daily rounds
- White card, small power tools course and assessments completed at the Depot

ROAD CREW

- New truck driver for road crew has started he has a MC licence to help transport our road machines to different locations
- The road crew have been on the Plant Assessment course which was held at the Depot for the machines that they operate and now all operators at the Shire have completed assessments.

- White card, small power tools course and assessments completed at the Depot.

HYDEN-NORSEMAN ROAD

- Ongoing grading and gravel road works on the Hyden including Victoria Rock and McDermid roadways.
- Downed trees on the road have been cut up and cleared.
- Dust down area has been cleaned out and dirt removed
- Ongoing bitumen repairs to potholes at Lake Johnson and bitumen at the end of Mort Harslett drive where it joins to the Hyden Road

EUCLA

- Road crew trip to Eucla had to be postponed and new date of April 10 booked in for the crew to go down.
- New traffic and road signage ordered

PLANT

- Both Fuso 8-wheeler trucks have worn and damaged steering linkages both have been tagged out of service for rebuild and repairs at Wilsons, 1 of the trucks needs a new fuel tank we will weld a patch to the tank until the new tank arrives.
- The Case loader has had a right-hand rear ripper cylinder replaced due to the eye of the ram breaking off and the left-hand cylinder will need replacing for the same thing have sent an email to the suppliers regarding this fault
- Multi tyre roller tyre repairs found tubes perished we are changing out 8 x tubes with new
- Electrical repairs to road crew service truck.
- Dash camera to be fitted to rubbish truck
- New blade side shift cylinder has been ordered for the grader
- New canvas canopy to be fitted to Ranger vehicle to keep dogs out of direct sunlight.

NORSEMAN LANDFILL

Window replaced at Landfill office, door locks repaired and replaced due to a break in at the Landfill

20 Tonnes of meat buried at the landfill due to truck rollover South of Norseman

OCCUPATIONAL SAFETY AND HEALTH

- PPE with reflective stripping have been ordered for all outside employees, some PPE has started to roll in
- Chemical storage at the Depot moving forward but still a work in progress.
- Chemical storage of pool chemicals to be rectified at the Swimming pool.

HUMAN RESOURCES

- Barry Graham and Cassius Brand have signed on as permanent employees

BUILDING MAINTENANCE

- Tagging and testing carried out to the admin, DFES, medical, sports complex, town hall, Woodlands, play centre, Dodd's house and ladies craft building
- 13 Roberts Street internal work has begun turning this house into a Duplex, ground works and stump removal to be carried out.

PLANT REPLACEMENT/ MAINTENANCE

- Nil

CEMETERY

- Weed spraying completed.
- Graves have had holes and earth subsidence filled and repaired

MWS WORKING ITEMS

- Ongoing Gravel Extraction-Hyden-Norseman Road
- Cut out remove blistered and damaged bitumen and replace with emulsion and asphalt at the airstrip (this will be an ongoing job as airstrip bitumen is in poor condition)
- Review Oval pitch aeration to get the water to soak into the ground this will include digging some of the retic piping and checking for deterioration of the lines, depth of the lines and make an aerial map of the lines to the sprinklers.

SWIMMING POOL

- New lane rope anchors made from stainless have been ordered and supplied
- Safety Assessment and Improvement Inspection carried out end of last month by Royal Life Saving giving our pool an overall safety score of 92.5%
- Tagging and Testing completed
- Electrician in this month to carry out equipotential bonding checks around the pool and office as per inspection audit, this may lead to installing earth bonding to all metallic objects greater than 100mm

PRIVATE WORKS

- Slashing of private blocks



REPORT TO COUNCIL

Ordinary Council Meeting Saturday 19th March 2022

AREA: Tourism and Events Services **OFFICER:** Margaret McEwan

PERIOD OF REPORTING: February - March

Woodlands Centre Patronage

A total of 372 patrons have been through the Woodlands Centre between the dates of 6th February – 12th March 2022 (inclusive to CRC customers).

Supporting Residents and Tourists

Staff continue to assist locals and visitors in navigating Services WA registration, G2G passes, interstate travel requirements, and assistance with Centrelink services. Additionally, as part of the WA free RAT Program, every WA household is eligible for 15 free RAT test by applying online to receive free RATs. People who have already registered for the first 5 RAT tests, will automatically receive another 10 free RATs for your household.

Woodlands staff have been assisting customers with applying for their free RAT tests online. If you are having trouble applying online for your free RAT test, come into the Woodlands Centre and the staff will be able to help you through the process.

Retail Stock

It is encouraging to see new stock has arriving in the Woodlands Centre after delays with suppliers' ability to fill orders, another symptom of the pandemic. The Visitor centre is popular with both tourists and locals looking for a Norseman flavoured gift. Come in and have a look!!

Events

Norseman Cup was held in Esperance this year on the 13th of March, from the Bush to the Beach, what a great day out with perfect weather, cold drinks, and some familiar faces it was great to see so many people enjoying the day, with Fashions on the field and even a few Dino races it was certainly a day to remember, cant wait to see what next year looks like.

Up Coming Events

Council Meeting in Eucla 19th March

Community Markets 19th March

Oyster Mushroom Growing Workshop 23rd March

Soap Making Workshop 24th March

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