

Office Use Only
TRIM:
Grant No:
Project Coordinator

CSRFF Grant Application Form

Year 2018/19 - 2020/21 Triennium

This application form can only be used for applications to be submitted in the 2017/18 funding round. No other forms will be accepted.

				m your nearest Depart n. Failure to do so will		
All appli	All applications MUST be submitted to your local government. Contact your local government to determine the cut off date for the submission of applications.					
DSR Con	tact: Chris T	hompson		Date: July 2017	Office: Albany	
TYPE OF	GRANT:			'	'	
	ANNUAL GRANT \$66,666-\$166,666 (Up to \$250,000 with development bonus) The total project cost (GST exclusive) is between \$200,001 and \$500,000.					
	applicants are to follow the criteria for a Forward Planning grant but will be funded as an Annual grant.					
Please in Requirem	Year of Claim (Applicable to forward planning grants only): Please indicate the year that you would prefer to claim a grant, taking into account the CSRFF Acquittal Requirements. Only indicate first preference for funding in 2018/19 if all planning is finalised and the project will be completed before 1 June 2019.					
201	8/19	[2019/20		2020/21	
Would the project proceed if funding was allocated in a later year? ☐ Yes ☒ No If yes, how would the project be impacted (e.g. – delayed etc)?						
which has for that gr which will escalation A factor of well as co	How would the resulting cost escalation be funded? The project funding is contingent on a \$1,000,000 grant which has been made to the Shire of Katanning for relocation of the Katanning Bowling Club. Terms and Conditions for that grant are that construction of the new bowls facility must commence within 3 years of the date of grant - which will be approx February 2019. If it does not proceed in 2018 then there will be no further need for cost escalation as the project will lose its core funding. A factor of 5% has been considered for cost escalation in 2018 and 2019. Other funding sources will be pursued as well as community donation, member levy, and fundraising opportunities. Membership has already indicated that a \$250,000 self supporting loan is all the KCC is capable of providing and successfully servicing.					
Applica	nt's Details	:				
Organisation Name: The Katanning Country Club Inc						
Postal Ac	ldress:	PO Box 100				
Suburb:		Katanning	State:	WA	Postcode:	6317
Street Ad	dress:	Lot 2, Round Dri	ve		·	
Suburb:		Katanning	State:	WA	Postcode:	6317
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Preferred Contact Person:

All application correspondence will be directed to this person

Name:	Richard Kowald				Title:	Dr	□Mr ⊠N	ırs□ Ms□		
					Title.	ווטון				
Position Held:	Chair					.,				
Business Phone:				Facsin						
Mobile Phone:	0427 969 926				Email:		kow	alds@	wn.com.	au
Organisation Busin		Voc		No		ADN	: 24 859	042 5	'60	
Does your organisation		Yes					registration	042 3		hment 1
Is your organisation re	gistered for GST?	Yes		No		Сору	of Incorpora Certificate	ation	- attac	hment 2 hment 3
Is your organisation no	ot-for-profit?	Yes		No		Not fo	or Profit - Inc	corporat	ted Associat	ion by definition
Is your organisation in	corporated?	Yes		No		Incor	poration	#: A02	200001F *	:
Bank details:		Bank	Westpa	ac		BSB:	036-153		A/c: 19	99705
Local Government	Authority Details									
LGA:	Shire of Katanning									
Contact:	Sam Davis						Title:	Dr [Mr ⊠M	lrs□ Ms□
Position Held:	Executive Manage	r								
Business Phone:	08 9821 9999			Fa	csimile:					
Mobile Phone:	0429 571 007			Em	nail:	empa@katanning.wa.gov.au				
PROJECT DETA	\ILS									
Project Title (brief an		ition wit	h Bowls	at K	CC					
Project Description:										
modifications to premis	The project focuses primarily on the co-location of the Bowling Club at the Katanning Country Club as well as minor modifications to premises and facilities to ensure a comfortable transition for bowls and ensure restoration of tennis playing surfaces as part of making space available for bowls.									
The current premises in playing arena will be represented in the project of the project of the sporting classification.	e-arranged, retaining ct then seeks to ensi	the the	existing	g nun	nber of c	ourts t	o allow fo	or bow	ls to be in	ncluded. The
Project location:	Lot 2 Round Drive	Katann	ing WA							
	Who owns the land	d on whi	ich your	facili	ty will be	e locate	ed?			
Land ownership:	The primary land identified as Lots 2,4 and 130 Round Drive Katanning in the Local									
	Lease Expiry (if ap	plicable): N/A							
Planning approvals						If no,	provide	the da	ate it will b	e applied for:
31/07/2018										
Where applicable, ha	s planning permiss	ion be	en gran	ted?	(LGA)					
With appointment of all pursued. This is likely achieved and formalism	as and when milesto	one fund	ding leve	els ar	е	Yes	□No	Σ	3	30/07/2018
Department of Aborig	ginal Affairs? N/A					Yes	☐ No	Σ	3	
Department of Parks	and Wildlife? (Envi	ronmen	tal, Swa	ın Riv	er)	Yes	□No	\triangleright		//

Native Vegetation Clearing Permit? N/A - no additional vegetation clearing required	Yes	□No	\boxtimes	//
Please list any other approvals that are required?				
	Yes	□No	\boxtimes	30/070/2108
- Building variation permit		_	_	
What discussions have been held with adjoining local authorities? A delegation of KCC has visited and inspected the new facility at Tambel discussed their funding successes as well as concept designs and consti				
The KCC has also visited Manjimup (a private not for profit club) and held complex, how they manage their three co-located sports, the positives are surface at their club, the financial impact, the effect on membership and	nd nega	atives from	constructio	n of a bowling
Have visited the Pemberton club (a very impressive facility for a smaller impact of sports clubs competing for clubhouse as well as management wider community use.				
Have visited Mt Barker (Shire of Plantagenet) and discussed their upgraded sporting complex, what has been beneficial and what they may have done differently to improve participation and usage.				as been
Have undertaken a tour of central wheatbelt clubs from Cunderdin to Kellerberrin, Merredin, Bruce Rock, Narembeen, Kondinin, Kulin and Corrigin and inspected facilities, discussed benefits to the community, cost, expenses, staffing and volunteers, shire involvement and many other matters.				
The sports clubs themselves also arrange across shire competitions (squ most clubs in the Upper Great Southern, and tennis for regional junior ar				gin, golf with
Approximate distance from proposed project to nearest adjoining c	ouncil	boundary	/: 15 km	
Have you discussed this project with Department of Infrastructure a Government)? Yes ⊠ No □	and Re	gional De	velopment	(Federal
We have also attended information seminars in Albany with Regional De	velopm	nent Austra	alia.	
If so, are you seeking funding from them? Yes ☐ No ☒				
The Shire of Katanning has lodged an application for funding with RDA w funding on behalf of the Katanning Country Club for relocation of the Bov on the outcome (anticipated August/September 2017). A second individue be favourably viewed by RDA. In any event, due to the now time restrict future RDA application would not be decided before we need to comment of funding through RDA have been significantly oversubscribed and remaindent of the contact: Simon Lyass	vling C lal appl ed natu lce con	lub and we lication out ure of the o struction o	e are still wai side this wo core \$1,000, of the Project	ting to hear uld likely not 000 grant, any

How will your project increase physical activity?

- Inclusion of bowls will increase the longevity of sport participation for members at KCC. Players can
 graduate from highly active squash to very active tennis, to golf and finally a more leisurely bowls over their
 entire life, or choose to play multiple sports at the same time. Bowls is most likely to achieve player
 longevity at KCC.
- The consolidation of membership costs into a single expense will make it more affordable for people to participate in more than one sport. In turn, they will also participate more regularly across multiple sports, as occurs with golf, tennis and squash to some degree already.
- All the sports aligned with KCC will be individual sports where a very small number of people can come
 down and use the facilities without requiring a team of people to be present. It allows people to practice
 and play at any time without the constraint of requiring numbers present. This already happens with golf
 and squash and the inclusion of bowls offers a wider range of opportunity to participate at times which are
 most convenient for the player.
- There have already been junior programs for squash, golf and tennis in 2017 as part of improving participation from an earlier age.
- The benefits of co-location are many and complex. Increasing social interaction prompts greater participation and activity. It also allows for smaller parcels of volunteer time to be shared across a wider group of people who, for time constraint reasons, would not normally volunteer to help with working bees, minor maintenance projects, organising functions, volunteer kitchen, etc..
- Bowls in particular will benefit from less upkeep of current lawn greens and year round availability of artificial playing surfaces which are not affected by dormancy and poor growing cycles etc during winter months.
- Bowls players playing on state championship level greens will encourage participation and eagerness for
 playing higher level competition at other clubs as well as invitational events to participate at the local club.

Do you share your facility with other groups? Yes ⊠ No ☐ If so, who:
Currently
 Katanning Golf Club Katanning Squash Club Katanning Tennis Club
The Rotary Club of Katanning holds weekly meetings at the KCC and also uses the rooms for interviews - Apprentice of the Year, Rotary Exchange Students, etc.

The KCC clubhouse also provides a community resource for weddings, birthday parties, etc and strives to maintain a cheap and viable alternative for the wider public while not compromising availability for members and sporting clubs.

The Katanning Bowls Club currently provides regular service for wakes and they anticipate that this business will follow them to the new co-located facility at KCC. This not only enhances service to the community, but also introduces the wider community to the availability of the KCC and its sports as well as a steady income stream for the clubs.

List up to three sport and recreation activities which will directly benefit from your proposal. Please indicate the approximate % usage of the facility (or part of the facility relating to this proposal).

Sport/community organisation	% use of the facility	Hours per week
Katanning Golf Club	22.5%	25
Katanning Bowls Club	18%	20
Katanning Squash Club	24.3%	27

Activity/sport capitated membership numbers over the past three years relevant to your project. For example, if a bowls project, golf members not relevant; Social membership numbers not applicable.

Note: if membership is not applicable, ie recreation facility or aquatic centre, please enter the number of users of the facility with evidence of how you arrived at the figure.

2014/15	255	2015/16	246	2016/17	230	
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State Sporting Associations are involved in the assessment of applications and may be able to provide valuable information when planning you project, particularly in relation to technical design issues. They should be consulted as part of the application process. A complete list of State Sporting Associations and their contact details are is available on the departments website: http://www.dsr.wa.gov.au/contact-us/find-a-sport-or-recreation-association

What is the name of the State Sporting Association for	your activity/sport?
Clubs WA Bowls WA Tennis West	Golf WA Squash WA
Have you discussed your project with your State Sport	ing Association? Yes 🛛 No 🗌
Contact Name: Karen Giles (Clubs WA Ken Pride (Bowls WA) Geoff Quinlan (Tennis West) (See letters of support at attachment 4)	Date of contact: 5 March 2016 9 March 2016 14 March 2016

PLANNING

You need to demonstrate that you have undertaken an appropriate level of planning for your project. Questions 1 – 24 must be completed for all applications. Forward Planning grant applications must complete all the questions in detail. Annual grant applications must provide responses where appropriate and relative to the project.

Attach your responses (in numerical order) to the application form. If you believe that you have a valid reason for answering in the negative to a question please detail that reason.

Ensure that you have addressed the Key Principles of Facility Provision (see Guidelines for a CSRFF application), as they apply to your project. Questions 1 to 24 below relate directly to these principles.

You are expected to provide detail on the planning, management and financial viability of your project. Where research findings are used to justify a project a range of research techniques should be evident in the methodology used. When using comparative analysis local conditions must be considered.

All assumptions must be clearly stated. Please do not solely refer to attachments in the answers below – please summarise the content in the section provided.

1. When did you complete your needs assessment? (This is a formal analysis required for projects over \$500,000).

The original assessment (Feasibility Study) was completed by Keston Technologies in 2011-2012. Keston Technologies refreshed the assessment in July 2016. (see attachment 5)

How has the need for your project been identified and assessed?

Upgrade of clubhouse and co-location of bowls have been identified as being of significant benefit to the community for over 6 years. Reviews of relevant documents, analysis of current and future sporting trends, socio-economic factors relating to Katanning and its surrounding region, analysis of various stakeholder consultations and surveys. (Refer to Feasibility Study at Attachment 5, Section 4, pages 8-37), have all been included in deliberations. In addition to the above and comprehensive desktop research, the following documents were reviewed to assist the Needs Assessment:

- Shire of Katanning Strategic Plan 2010 2020
- Shire of Katanning Community Plan 2013 2023
- Shire of Katanning SuperTowns Growth Plan.
- Great Southern Development Commission Strategic Plan.
- Great Southern Regional Investment Blueprint.
- WA Department of Sport and Recreation Plans.
- Great Southern Regional Plan for Sport and Recreation.
- Review of Sport and Recreation in Western Australia.
- Regional Development Australia Great Southern strategy.
- Australian Government Independent Sport Council Future on Sport in Australia, 2009.
- Review of Sport and Recreation in Regional Western Australia, July 2008.
- More than winning: the real value of sport and recreation in Western Australia, 2009

In summary, the needs are identified as:

- Combining and reducing the cost of doing business through co-location will significantly benefit both KCC and the Bowls Club - an important outcome in these difficult economic times
- 2. Bowls, as a standalone sporting club is finding it increasingly difficult to attract members as community dynamics change.
- 3. While the clubhouse itself is approaching 60 years old and is in need of some refurbishment, the enhancement of sporting and social opportunity as well as the cost savings all combine to improve the offering for members.
- 4. The Clubhouse was built as a standalone golf clubhouse which now has additions for squash and tennis and offices. With some modification it can remain a suitable environment to cater for multiple sports including an additional sport.
- The tennis room attached to the back of the Clubhouse has concrete cancer and must be replaced. Any replacement strategy should look for greater inclusion into the main clubrooms.
- 6. The squash court walls and floors have reached end of life and urgently need a complete refurbish. Refurbishment must occur in the future.
- 7. The clubhouse desperately needs suitable office, storage & archive facilities and upgraded ablutions including disabled access facilities (which it currently does not provide).
- 8. Refurbishment and co-location will enable extended opening hours where all services are readily available.
- 9. Bring different community groups together as a part of a governing board.
- 10. The Clubhouse and two sports (tennis and squash) do not provide reasonable access for the disabled. In fact access to change rooms and toilets in all instances does not meet current legislative requirements (due to the original 1962 build) or community expectation.

Is the need or a part of the need that you have identified already being catered for?

To some extent the existing facility continue to cater for the current participation in golf, tennis and squash, but particularly tennis rooms, squash courts and the main Clubrooms need extensive work or complete replacement and increasingly are less than suitable. The roof leaks into the main clubhouse area at two points and may be necessarily the subject of replacement in the near future, while squash and tennis facilities increasingly appear likely to fail players.

The club does not offer bowls at present and sees the co-location as a strong win for both KCC and the Bowling Club. The existing facility does not allow for any major expansion of social activity however would be more than adequate for accommodating an additional sport with its members and their needs for space and environment.

The current state and declining quality of facilities has also been responsible for some loss of member numbers in the last 5 years (note the gradual decline in numbers above).

The addition of bowls and some refurbishment of the clubhouse addresses some of these issues and better aligns with community expectations of 2016 sporting facilities rather than the existing 1960 expectation for golf alone.

2.	Have you undertaken a feasibility study? (must be included with Forward Planning
	applications).
	Yes No No (See attachment 5)

If not, how have you assessed the feasibility of your project? $\ensuremath{\mathsf{N/A}}$

3. What alternatives were considered and why were they rejected? (This should include a 'do nothing' option)

A number of options were considered, including

- Knock down the existing building and build a new 2 storey building on the same site including squash courts under the main roof and new tennis room with new bowling surface to suit
- Knock down the existing building and build a new single storey building on the same site including squash courts under the main roof and new tennis room with new bowling surface to suit
- 3. Bulldoze the tennis courts, retain the existing building during construction of a new building on the tennis court site, build a 2 storey replacement on the tennis court site including squash courts under the main roof with new bowling surface to suit and purchase additional land for replacement tennis courts
- 4. Bulldoze the tennis courts, retain the existing building during construction of a new building on the tennis court site build a single storey building on the tennis court site including squash courts under the main roof with new bowling surface to suit and purchase additional land for replacement tennis courts
- 5. Fully refurbish the existing building including refurbishment of the squash courts and tennis room with new bowling surface to suit
- 6. Undertake a minor refurbishment of the clubhouse including refurbishment of the squash courts and full refurbishment of the tennis room with new bowling surface to suit
- 7. Undertake a minor refurbishment of the clubhouse with no refurbishment of the squash courts at this time with new bowling surface to suit but include replacement of tennis rooms in stage 2
- 8. Do nothing,

Each option including additions (such as squash courts was assessed on merit.

This option was eliminated early for two main reasons, firstly a lack of clubhouse facilities
would affect all sporting clubs and revenue streams if no facilities were available at all and
secondly demolishing the squash courts was seen as the end of squash in Katanning and
was an unacceptable outcome for members.

- 2. This option was also eliminated early for the same two main reasons, firstly a lack of clubhouse facilities would affect all sporting clubs and revenue streams if no facilities were available at all and secondly demolishing the squash courts was seen as the end of squash in Katanning and was an unacceptable outcome for members.
- 3. While highly desirable, this option was dismissed as significantly too expensive and involved many peripheral expenses such as land purchase, land fill, excessive retaining wall requirements, high rise issues and significant costs for relocation of tennis.
- 4. First consultant estimates suggested that this option for construction of the new single storey clubhouse would incur similar cost to a full refurbishment and some new construction work for tennis rooms and verandas, etc. It made sense to consider this option and our first application for funding was based on this option. After an unsuccessful application for funding grants, and a feedback interview from DSR, this option has been eliminated as too expensive.
- 5. A full refurbishment of the existing building including refurbishment of the squash courts and tennis room with new bowling surface to suit was also considered. However, the current economic climate suggests that while this outcome is most likely in the longer term, it remains a project too large at this time.
- 6. This option is similar to option 5 and is also beyond current scope. The squash upgrade may be included in stage 2 depending on how stage 2 is managed but it is not included at this time.
- 7. Undertake a minor refurbishment of the clubhouse and inclusion of new ablutions and UAT facilities and several replacement tennis courts with no refurbishment of the squash courts at this time with new bowling surface to suit but to include replacement of tennis rooms in stage 2 is the preferred option at this time
- 8. Do nothing was considered. However with Shire of Katanning support for co-location of the Bowling Club at KCC and \$1,000,000 available, it was considered that the Management Committee would be acting in the best interests of its members by continuing to pursue co-location.

An in-depth analysis on the financial viability and benefit of options was also undertaken in the detailed Feasibility Study. Conclusions of the financial analysis are as follows:

- The single storey new build option offers the least financial risk to the KCC with the greatest long term benefit. However, option 7 above offers the best and most likely outcome at this time.
- The provision of lawn bowls as a sport is an attractive fit for KCC; without bowls, refurbishment and new build options all remain in deficit for all of the years modeled.
- The financial viability depends critically on the number of new bowling members that can be attracted to the redeveloped facility. The assumptions in the base cases above are that the KCC will attract a total of 60 new bowls members over the two years following completion of the redevelopment and that the membership base will then grow in line with a 2% population growth rate. All things being equal, the KCC cash position remains positive, albeit diminished from current levels, even with no new bowling members, for the new build option and will be stronger for the refurbishment option. Population growth and a 'new facility surcharge' both play a role in increasing revenues for the KCC for the existing (non-bowling) membership base.
- The financial model is highly sensitive to the underlying population growth rate, and the ability of the KCC to grow its existing membership base as a result. However, it could be expected that the KCC would increase its membership base by 1.5 to 2% year on year despite the underlying population growth.
- The financial model is not overly sensitive to the 'new facility surcharge', but the base case assumes an additional 2% per year is added to the subscription on top of inflation.
- The model is not overly sensitive to the growth in venue hire revenue, but the base case assumes an additional 20% of business year on year for the first four years following completion of the redevelopment followed by an increase in line with inflation.

	Did you consider sharing with another group? (Please detail). The proposed project hinges critically on the co-location of bowls to the Katanning Country Club. The Katanning Golf Club, Tennis Club and Squash Club already successfully share the current facilities and this co-location has always been the basis behind a successful and viable Country Club. The inclusion of Bowls in a modified and fit-for-purpose building is anticipated to greatly improve the sustainability of the Katanning Country Club through cost and service efficiencies, attractiveness, and service provision.
4.	 Club's strategic plan or development plan? The Katanning Country Club Strategic Development Plan focuses on increasing viability and sustainability of the Club. Further colocation and increased member base are key elements identified in the Plan and are also identified as key outcomes of the Business Case (at attachment 7) and Feasibility Study (at attachment 5).
	State Sporting Association's strategic or development plan? All sporting association Plans relevant to this project (Golf, Tennis, Squash, Bowls) include ambitions to increase participation throughout WA and the Nation. The proposed project is expected to increase participation in all sports throughout the Great Southern region.
	 Local authority's strategic or development plan? The Shire of Katanning Community Plan, Strategic Plan and SuperTowns Growth Plan all include key ambitions for improved livability, health outcomes and opportunity, all with a broader goal to stimulate and support population and economic growth in Katanning in line with future projections. The provision of attractive and multi-use facilities, as proposed through this project, will help to provide new recreational opportunities for residents, improve health outcomes (through increased participation in sports, engagement and social cohesion), and increase the attractiveness of Katanning as a place to live, work and invest. The Shire of Katanning strongly encourages the co-location of sport in the town and formally recognises both the KCC and the KLC as its two primary sporting facilities.
5.	What impact is your project likely to have on other facilities and services in your local and regional area?
	The future viability of the Katanning Bowls Club is uncertain due to the lack of adequate facilities and cost/service inefficiencies. Co-location through the proposed development will ensure this club can continue to operate and service the community into the future. The co-location is also likely to increase the attractiveness of Katanning as a place to live, work and invest, with flow on benefits to local businesses, community and government. Further to this, increased participation in sport is likely to improve both mental and physical health of residents, which in turn will reduce burden on health care and other relevant systems (such as unemployment/welfare).
	Potential growth for bowls, coupled with the benefits for the community and for improved participation, is detailed in the Business Case under Section 2.2.2 Co-location Potential - pages 2-

3 and in the Feasibility Study Section 9 Socio-Economic Benefits Pages 63-72 where impact on the community is discussed in detail.

6. **Is your facility multi-purpose** (i.e. caters for a variety of activities at one time)? Yes No If so, does it service more than one LGA?

Many of the LGAs in the region do not have the population base or resources to provide adequate sporting and recreational infrastructure. Many of these Shires and their residents already utilize the Katanning Country Club for Golf, Tennis and Squash. Increasing the attractiveness and availability of the Club and increasing the sport and recreational opportunities on offer is expected to increase use and membership from outlying LGAs. Katanning is the regional centre of the Upper/Central Great Southern region, providing higher order services to a number of smaller neighboring towns including Kojonup, Woodanilling, Nyabing, Tambellup, Broomehill, Gnowangerup, Wagin, Pingrup and Dumbleyung.

Site and locality maps should be included with all applications outlining where the proposed facility is located in relation to other sport and recreation infrastructure (where applicable).



Describe the consultation process undertaken for t	he project. For example, have you:
Invited public submissions	Yes ⊠ No □
Conducted a survey	Yes ⊠ No □
Coordinated a public meeting	Yes ⊠ No □
Held forums with key groups	Yes ⊠ No □
 Nominated a community representative to the p team; 	project Yes 🛭 No 🗌

Other, please detail

Members are informed of progress on a regular basis and frequent feedback is sought from them on ideas developments and changes to the project. As required, announcements are made in the press and through social media and in wider social environments, club notice boards. Regular email to members as developments occur.

A range of resources regarding the development of sporting facilities are available on the website. DSR's Decision-Making Guide for Community Facilities and Services is useful to assist in determining the need for, and feasibility of, community and recreation services. The Guide is designed in such a way that it can be entered at any point in the planning process and used by planners for user groups with a range of skills and experiences.

MANAGEMENT

WA	NAGEMENT
8.	Have you developed a management plan for your facility? Yes ⊠ No ☐ Please attach a copy with this application.
	Please attach a copy with this application. –
	The detailed Business Case is at attachment 7.
	The Management structure and the Operating Guidelines for the Club are detailed in the KCC Constitution 2015. see attachment 10.
	A copy of the Vision and Mission Statement for the Club is at attachment 11.
	KCC Management and Governance is also covered in the Business Case Attachment 7 Section 8 page 60
	Financial return and audited statements for the last three years are at attachment 12
	Asset management - The Business Case at attachment 7 Section 6.3.3 on page 44, details the operating expenditure, the plan for variable cost and the application of the sinking fund for maintenance and replacement.
	Revenue Assumptions are also detailed in the Business Case at attachment 7 Section 6.3.5 on page 44 and are linked to revenue assumptions table 20 on page 45.
	Life of assets costs will be based on recommended manufacturer periods and will be factored into annual budgets for the relevant sporting groups. Artificial playing surfaces and hardstand surfaces will be independently assessed and an appropriate depreciation rate set to ensure that replacement or repair funding remains available from club accounts wherever possible. Relevant insurance coverage will also complement unforeseen accident or damage. Existing procedure is that clubs all have an annual savings target for their sinking fund for such an eventuality.
	If not, please explain how you plan to address management issues i.e. attracting new members, building maintenance and repairs, replacement of broken or stolen items and/or raise sufficient revenue to cover operating costs? An asset management plan detailing provisions for life of asset costs should be provided for projects over \$500,000. N/A
9.	How have you catered for management needs in your design (if required)? Consider access, usage and supervision.
	The detailed design of the new facility includes new office space to cater for the needs of the Katanning Country Club management team and the management of all co-located sporting clubs. This space and relevant additional facilities (such as board room/meeting room, store rooms, etc.) will fulfil the management needs of all involved parties and ensure the Club is run efficiently. See page 40 of the Business Case at attachment 7.
10.	Was an experienced facility manager, builder or technical expert involved in planning the design of your project? Please outline their experience.
	The project design and budget of all options is informed and developed through consultation with Quantity Surveyor Chris O'Keefe, Construction Cost Consultant, H + H Architects, and John de Snoo as well as Andrus Budrikis (qualified architect) at the Shire of Katanning. All involved parties have extensive experience in the design and costing of large scale projects throughout the Great

11.	If you propose to share a facility, have other groups been asked what features they need? List these needs and describe how they will be accommodated, either through your project's location, design or the way in which it will be managed.		
	All clubs to be co-located at the facility (Golf, Tennis, Squash and Bowls) are involved with the planning and decision making. Working parties have been established for each sport and for the clubhouse precinct and those working parties investigate options and report to the main committee. Consultation with each club has formed the basis for the needs assessment. As sporting organisations with similar goals, the overall needs and impacts identified through the Feasibility Study and Business Case are very similar, with key needs identified as increased participation, increased member base, ensuring ongoing club viability and sustainability, and providing appropriate and attractive infrastructure and services to the community.		
	The Business Case at attachment 7 (Section 3.6 pages 19-32) defines this consultation in detail, identifying the smaller and separate desires and needs of each Club through a survey and consultation with the clubs' presidents.		
12.	Have you considered:		
	child care facilities Y	es ⊠ No □	
	access for low income earners Y	es ⊠ No □	
	access for people with a disability Y	es ⊠ No □	
	access for seniors Y	es ⊠ No □	
	access on a casual and short-term basis Y	es ⊠ No □	
	Please attach a copy of the proposed fee structure.		
	See Table 22 page 48-49 of the Business Case at attachment 7. Membership currently is \$100 per annum and projections for income revenue are based on inflation rate per annum and a modest 'surcharge'.		
	Membership fees and venue hire charges documents are at Attachment 13		

DESIGN

Grant applications are required to provide a **locality map**, **site map** and **building plans**. Plans are to be submitted in **A3 format**.

13.	Have you written a design brief for your project? ☐ Yes ☐ No If yes, please respond to the following points:			
	Describe the process used to obtain an estimate of construction cost.			
	Chris O'Keefe Construction Cost Consultant was appointed to identify the likely costs of the original development based on designs provided by H + H Architects and John de Snoo (Shire of Katanning Draftsman). The Project scope has significantly changed since then however the costings supplied at that time form the basis of these estimates.			
	Attachment 8 includes concept design estimates for building costs for each of the below			
	1. calculated in 2012 by H&H for a new building			
	2. calculated in July 2015 by H&H for refurbishment (split level) of the existing building			
	3. calculated in July 2015 by H&H for refurbishment (two storey) of the existing building			
	4. calculated in July 2015 by H&H for a new two storey building			
	5. an amendment to the H&H concept design for a new 2 storey building, but reverting the design to a single storey and removing the cost of high rise.			
	6. calculated in July 2015 by H&H for the construction of a bowling green on the existing tennis court site.			
	Since then, support and technical advice obtained through the Shire of Katanning (Andrus Budrikis - Project Manager/qualified Architect) has seen some additional changes to costings and these have also been incorporated			
	Attachment 9 includes as part of the project budget, supplier quotes for construction of bowling greens, new tennis courts and new squash courts have been included.			
	An estimate from a qualified consultant in the building industry (e.g. architect, quantity surveyor, builder, engineer, etc.) must be provided with your application.			
14.	What design features will allow your facility to meet changing needs over time?			
	The design has been established based on the identified needs of all Clubs co-located/to be co-located at the Katanning Country Club, as well as the KCC itself. The current likely option, as detailed in the Business Case at Section 4.1.1 page 34, meets all requirements for co-location of bowls at KCC and provides short to medium term benefits out to ten to twenty years, with the provision of infrastructure for Bowls, space and services that are sufficient to support regional/LGA population growth and increased KCC member base, and services and opportunity to support and address an ageing population, outmigration of youth, and regional disadvantage.			
	Site maps provided as attachment 6 page 3, clearly shows the landlocked nature of the existing clubhouse - currently surrounded by golf course, access road, tennis courts and squash courts with little room to expand or add additional sports. Relocation of 4 tennis courts as shown in the Business Case pages 38-39, is sufficient for the addition of a 12 lane bowling surface. After that, the landlocked situation will prohibit most considerations for any further co-location in the future if required, and will most certainly be an issue if ever a new clubhouse needs to be constructed. There are no immediate plans for either of these considerations and they are not an issue in the short to medium term.			
	Is your current proposal likely to limit any future development on your site? Yes No If yes, how? See comments in point 14.			

15. How have you determined the most appropriate technical specification for the equipment and systems for your facility (i.e. filtration, lighting, water heating, air quality - as required)? All designs, including the specification for equipment and systems, have been developed through extensive consultation with experienced architects located in the region, who are familiar with the needs of Great Southern communities, the KCC, and all associated sporting Clubs relevant to the project. H + H Architects and John de Snoo (Draftsman - Shire of Katanning) have been responsible for the designs detailed in the Business Case and Feasibility Study. Sample lighting data specifications at attachment 14. Further work has been undertaken with local contractors, and suppliers of specific products and services including: Evergreen Synthetic Surfaces - Mark Fraser - 0417 770 010 Synthetic Bowling Solutions - Mark Johnson - 0402 438 333 Artificial Lawn Supplies - Murray Grime - 0412 166 363 CourtTech - Sarah Fitzgerald - 0419 511191 Shire of Katanning - Andrus Budrikis - 08 9821 9999 Solgen Energy Group - Aven Taylor - 0487 922 374 Environmental Lighting Australia - Luke Wilson - 0438 563 983 Dept of Water Albany - Tracy Calvert - 0428 180 240 Garstone Plumbing - Lenne Garstone - 0427 183 417 Katanning Waste Management - Garry Wolfe - 0438 586 587 WyWurry Electrical - Beau O'Halloran - 0428 181 469 Katanning Glazing - Wayne Sergeant - 0409 103 801 Hetherington Construction - Bruce Hetherington - 0429 833 938 Further technical sampling will occur with the appointment of the architect, however water and water heating (including tanks and pumps for consistent water pressure to change rooms) has been discussed with the local plumber, and power and supply issues have been discussed with the local electrician including solar, and current supply levels fall within anticipated requirements. Do they meet Australian Design Standards for your sport or recreation needs? This will be an assessment factor. X Yes No Please refer to DSR's Asset Management Guide on the website for a list of common standards and note that projects that do not meet Australian Design Standards are ineligible for funding. 16. What energy and water efficient products or design considerations will be included in your facility or project? (e.g. solar hot water, natural light, geothermal, water recycling etc.). The design process has considered water tanks for storage of water for fire safety needs, separate water tanks with pumps for showers, solar panels and power to offset grid electricity usage, and incorporated natural lighting design specifications (large windows and appropriate facing) and double glazing for all glass areas and suitability of lights and lighting towers for tennis and bowls. We are committed to environmentally sustainable process including solar energy, double glazing, zoned air conditioning and led lighting options and that all design elements will meet the best available Australian design standard technical specification. None of these additional services are now included in the project due to the focus shifting almost entirely to playing surfaces and some building adjustments for ablutions and UAT requirements.

17. If your project involves floodlighting, have you determined whether there is a need to upgrade your power supply? If so, is this allowed for in your application?

Existing lighting towers will be relocated where appropriate. All new lighting and power supply needs have been factored into the design and development of the new facility.

Power supply at the current building is 3 phase and 100Amp which is deemed sufficient for all our power requirements for clubhouse and for flood lights. The power to the Club has upgraded in the last 6-7 years for this reason.

FINANCIAL VIABILITY

It is understood that some facilities will operate at a loss. It is not necessary to suggest that all facilities will break even or make a profit. The intent of this assessment is to be sure that applicants have a realistic understanding of the impact of their project on the operational budget, membership costs or entry fees and an appreciation of the funding requirements over the life of the facility.

18.	Signage in accordance with the current CSRFF Signage Style Guide must be erected during construction periods for all projects that have a total project cost of over \$250,000 or those deemed necessary by DSR. Has this cost been incorporated into estimated project costs (\$3,000)? Yes No
19.	Have you applied a Life Cycle Cost Analysis to your project? This is mandatory for projects that have a total project cost over \$500,000. Yes No
wher oper	I's Life Cycle Cost Guidelines are available on the website. Developing a life cycle cost approach n considering your project's parameters will assist to make effective financial, economic and ationally sustainable decisions. Applicants may use alternative computer programs to demonstrate pliance.
20.	Is your organisation able to meet the ongoing operating costs of your project? (e.g. wages, power) ☑ Yes ☐ No
	For Annual Grant applications please attach a projected income and expenditure statement for the first year of operation, detailing operating costs, and user fees.
	Forward Planning applications are to provide income and expenditure statements for the first three years of operation, and include an assessment of the potential impact on the project of social trends, competition, the strategic plans of neighboring local authorities and other factors.
	Applicants are to consider the financial impact the development of the project will have on existing facilities within the identified catchment area. Applications to include details of a number of scenarios related to projected income and expenditure. This type of sensitivity analysis based on worst, average, and best-case performance should be used to inform proponents of the project development to the variables and consequent implications. A list of assumptions should be included with all analyses.
	Attach your audited income and expenditure statements for the last three years (LGAs exempted).
	Audit Statements are at attachment 12

21. Who will be responsible for any operational deficit and how will it be funded?

The Katanning Country Club and associated sporting Clubs (Golf, Bowls, Tennis and Squash) will be responsible for the ongoing viability and sustainability of the project. Any deficit is expected to be covered by the projected years of profit and reserve funds that have been established as part of the Asset and Operations Management Plan. Any unforeseen deficit that cannot be funded in this way will be addressed through fundraising and/or community support. The KCC also currently holds \$163,000 in a term deposit which can be used as required.

We don't have a current operational deficit and never have. For the project we anticipate that community support on other grant funding sources will be able to assist especially if the project is staged over a number of grant funding cycles. Member support would also assist through fundraising activities. It is also expected that a broader membership will encourage opportunity for bingo social events and sports fundraisers to supplement any financial deficit (if it happens). We have also indicated there are further grant funding opportunities available which have as yet, not been approached (Lotterywest, Building Better Regions, etc).

22.	Will an Asset Replacement Fund be created to ensure the ongoing maintenance of the
	facility

If yes, how have you determined the required annual contributions? If no, why not?

The asset replacement fund is included in the base case projections of the Business Case and Feasibility Study. These are noted as repairs and maintenance with the assumption of 50% initial increase of current costs and then scaled with inflation.

Each sporting club is already expected to manage and anticipate the depreciation of their sports assets and make provision in their annual budgets and fundraising activities to ensure they are financial for replacement and repair. The outcome of their efforts is managed and banked through the KCC. They are strongly supported in this process by the KCC Management team and to date have not experienced undue difficulty. The process and amounts will be reviewed once colocation is achieved and any change to funding requirement will be incorporated into subsequent budgets.

Each of the sports Clubs, the bar and the KCC also have a sinking fund (called a futures fund on our budget actuals sheet), as provision for the future offset for depreciation. The KCC commitment at present is shown in the Business Case page 49 and is initially based on a far greater refurbishment of the clubhouse. A revised figure will be taken to the next AGM for endorsement by the members.

Where the facility is owned by an LGA, how will the funds be accounted for and what agreement exists with the council?

N/A - owned by KCC

PROJECT DELIVERY

23. Please indicate key milestones of your project.

The key milestones need to be realistic and demonstrate that the project can be delivered in the timeframe. Please consider these milestones as they will determine the financial years in which any grant will be offered. Please be conservative with the time required to complete the design and approval phase of the project prior to going to tender.

Task	Date
Attainment of Council approvals	September 2018
Preparation of tender/quotes for the major works contract	October 2018
Issuing of tender for major works	December 2018
Signing of major works contract	February 2019
Site works commence	April 2019

Construction of project starts	April 2019
Project 50% complete	December 2019
Project Completed	September 2020
Project hand over and acquittal	September 2020

Are there any operational constraints that would impact on the construction phase of your project? (such as your sporting season or major annual event, i.e. if your sport is a winter sport, when will the project commence to ensure that inclement weather does not hinder progress) – provide details. Projects that are delayed due to undeclared known constraints are not eligible for a deferral.

Yes there will be some operational constraints which will affect existing sports or the Club.

Installation of the bowling surface will include demolition of 4 tennis courts. The tennis spring pennant season will commence late September and will affect court availability. Due to the urgency of commencing construction of the bowling surface (time constraints on the RfR grant) it may not be possible to build new tennis courts before demolition of the old tennis courts

However if we can include the construction of the new tennis surfaces early in stage 1 of the project without ballooning earthwork costs by separating the two parcels of work, then they can move to the new tennis facilities during demolition of their courts and subsequent construction of the bowling green. Bowls has a current home and are not expected to be forced from those sites until new facilities become available. The old clubhouse will only be demolished at the completion of this project.

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

PRIVACY STATEMENT AND STATEMENT OF DISCLOSURE

The Organisation acknowledges and agrees that this Application and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Application, including its terms and the details of the Organisation.

Any information provided by you to DSR can be accessed by you during standard office hours and updated by writing to DSR or calling (08) 9492 9700. All information provided on this form and gathered throughout the assessment process will be stored on a database that will only be accessed by authorised departmental personnel and is subject to privacy restrictions.

DSR may wish to provide certain information to the media for promotional purposes. The information will only include the applicant's club name, sport, location, grant purpose and grant amount.

APPLICANT'S CERTIFICATION

Name:		
Position		
Held:		

•	
Signature:	
Date:	

LODGEMENT OF YOUR APPLICATION

- Applications are to be received in hard copy and should be clipped at the top left-hand corner, please
 do not bind. In addition to the hard copy an electronic copy is encouraged to be provided.
- It is recommended that you **photocopy your completed application form**, including attachments for your own records and future audit purposes.
- All **attachments** and supporting documentation (see next section) should be **clearly identified** and securely attached to the application form.
- Applications must be submitted to your Local Government Authority by the Local Government's advertised cut-off date to ensure inclusion at the relevant Council Meeting.

The following documentation **MUST** be included with your application. Applicants may wish to supply additional RELEVANT information.

	Application form (including any attachments).		
	Incorporation Certificate.		
	Two written quotes . Quantity Surveyor costs will be accepted; however the responsibility lies with the applicant to ensure the validity of the information. DSR accepts no responsibility for cost variations to projects that were provided a grant based on submitted Quantity Surveyor costs.		
	If your project involves the upgrade of an existing facility, include photograph/s of this facility.		
	Locality map, site map and building plans (in relevant constructions projects), including where the proposed facility is located in relation to other sport and recreation infrastructure.		
	Income and expenditure statements for the current and next financial years. (LGAs exempted). See projections at Attachment 7, Section 6.5 of the Business Case		
	Written confirmation of financial commitments from other sources including copies of council minutes. (If a club is contributing financially then evidence of their cash at hand must be provided).		
	For resurfacing projects, a written guarantee from the supplier of the product that clearly identifies the product's life expectancy.		
\boxtimes	Itemised project cost for components and identified on the relevant quote for each (including cost escalation). Also construction signage costs if relevant. See costs in Attachment 7, Section 6 of the Business Case		
	For floodlighting projects, a lighting plan must be supplied showing lux, configuration and sufficient power supply Preliminary information at attachment 9		
	Formal Needs assessment* In detail at Attachment 7, Sections 2-3 of the Business Case		
	Management plan* In detail at Attachment 7, Sections 9-10 of the Business Case		
	Locality map, site map and building plans (in relevant constructions projects) in AutoCad or similar format with an additional electronic version* Preliminary Designs in Attachment 7, Section 5 of the Business Case		
\boxtimes	Feasibility study*		
	Concept design* At Attachment 7, Section 5 of the Business Case		
	Life Cycle Cost Analysis*		

*Only essential for requests where the total project cost exceeds \$500,000

Your application will be considered not eligible if:

- You have not discussed your project with the Department of Sport and Recreation and your State Sporting Association.
- You do not meet the eligibility criteria for the grant category to which you are applying.
- You have not included with your application all the relevant required supporting documentation. There is no onus on department staff to pursue missing documentation.
- Applicants/projects that have received a CSRFF grant in the past and have not satisfactorily acquitted
 that grant. In some cases this may apply to localities where other significant projects have not been
 progressed or have not completed a previous project in accordance with the conditions of the grant

provided. An assessment will be made and if no physical progress has occurred, new applications may not be recommended.

- It is not on the 2018/19 CSRFF application form.
- The project for which application is made is specifically excluded from receiving CSRFF support.

DEVELOPMENT BONUS APPLICANTS ONLY

If you applied for a CSRFF grant for more than one third of the cost of the project, please provide evidence of meeting at least one of the following criteria.

You MUST contact your local DSR office to determine eligibility before applying.

Category		Details
Geographical location	Regional/Remote location Growth Local Government	
Co-location	New Existing	
Sustainability initiative	Water saving Energy reduction Other	
Increased participation	New participants Existing participants – higher level Special interest Other	

PROJECT BUDGET

ESTIMATED EXPENDITURE

Please itemise the components of your project in the table below, indicating their cost and which quote or part of quote was used to estimate this. Quantity Surveyor costs will be accepted however the responsibility lies with the applicant to ensure the validity of the information. A contingency allowance is considered an acceptable component. PLEASE ITEMISE BY COMPONENT (e.g changerooms, storage, kitchen) rather than materials (electrician, plumber, finishings).

Project Description (detailed breakdown of project to be supplied)	\$ Cost ex GST	\$ Cost inc GST	Quote Used (list company name and quote no)
le Construction of change rooms	25,000	27,500	B & S Construction
Siteworks for Bowling Green and tennis	189,860	208,846	
Demolition of offices and toilets	12,818	14,100	
Construction of Bowling green including retaining	597,800	657,580	
Replacement tennis courts incl lighting	215,800	237,380	
Make good car park and surrounds incl landscaping	109,344	120,278	
New office and ablutions	426,844	469,528	
Contingency and project costs	589,930	648,932	
Project Signage	3,000	3,300	Allow \$3,000 ex GST if your project exceeds \$250,000
Donated materials (Cost breakdown must be attached)			
Volunteer Labour (Cost breakdown must be attached)			
Sub Total	2,145,396	2,359,936	
Cost escalation	107,270	117,997	5% based on 2 x CPI at current rate for 2 year project
a) Total project expenditure	2,252,666	2,477,933	

- At least **two written quotes** are required for each component.
- If your project is a floodlighting installation or upgrades, please ensure that the power supply is sufficient and no upgrade will be required. If upgrade is required and not budgeted for, the grant will immediately be withdrawn. A **lighting plan** must be supplied showing lux and configuration.
- Projects that do not meet Australian Standards are ineligible for funding.

PROJECT FUNDING

Source of funding	\$Amount ex GST	\$ Amount inc ST		Funding confirmed Y / N	Comments to support claim (please attach relevant support)
Local government	909,090	1,000,000	LGA cash and in-kind	Y	State Govt allocation to Heritage precinct for relocation of the Bowling Club
Applicant cash				Υ	In principle low interest loan through SOK
Volunteer labour	185,432	203,975	Cannot exceed applicant cash and LGA contribution – max \$50,000	Y	Katanning Waste + members
Donated materials	88,500	97,350	Cannot exceed applicant cash and LGA contribution	Y	
Other State Government funding	170,000	187,000	GSDC	Υ	GSDC letter
Federal Government funding					
Other funding – to be listed	250,000	275,000	Self supporting loan - KCC		
CSRFF requested	668,770	592,647	up to 1/3 project cost	N	Up to you
Development Bonus			Up to ½ project cost	N	
b) Total project funding	2,271,793	2,498,972			

REQUIRED: If the funding approved is less than funding requested for this project, or the project is more expensive than indicated in this budget, where would the extra funds be sourced from? Is this funding confirmed? If the project scope would be reduced, which components would be revisited?

It is expected that either some aspect of the project will be delayed to stage 2 if necessary, or an alternate funding source will be sought. There is also an option that use of local expertise may drive some cost savings which can be redirected to stage 1 critical needs.

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

FINANCIAL SUMMARY

a) Total project expenditure (ex GST)	2,271,793
b) Total project funding (ex GST)	2,271,793

PROJECT ASSESSMENT SHEET

This page is for the use of the relevant Local Government Authority to be used for both community and LGA projects. Please **attach copies of council minutes** relevant to the project approval.

Name of Local Government Authority:			
Name of Applicant:			
Note: The applicant's name cannot be char	nged once the appli	ication is lodged at DSI	R.
Section A The CSRFF principles have been considere (Please include below your assessment of h			
All applications			
	Satisfactory	Unsatisfactory	Not relevant
Project justification			
Planned approach			
Community input			
Management planning			
Access and opportunity			
Design			
Financial viability			
Co-ordination			
Potential to increase Physical activity			
Sustainability			
Development applications only			
	Satisfactory	Unsatisfactory	Not relevant
Location			
Location Sustainability Co-Location			
Sustainability			
Sustainability Co-Location			
Sustainability Co-Location Special Interest Group			
Sustainability Co-Location Special Interest Group Section B	of	applications received	
Sustainability Co-Location Special Interest Group Section B LGA – priority ranking of this project Priority ranking of no of applications	of Local Plan	applications received Regional Plan	State Plan
Sustainability Co-Location Special Interest Group Section B LGA – priority ranking of this project Priority ranking of no of applications received		Regional Plan	
Sustainability Co-Location Special Interest Group Section B LGA – priority ranking of this project Priority ranking of no of applications received Is this project consistent with the Have all planning and building approvals	Local Plan	Regional Plan	
Sustainability Co-Location Special Interest Group Section B LGA – priority ranking of this project Priority ranking of no of applications received Is this project consistent with the Have all planning and building approvals been given for this project? If no, what approvals are still outstanding? Project Rating (Please tick the most approvance) Well planned and needed by municipality, more plants	Local Plan Yes N Opriate box to descipality cant uning required	Regional Plan [
Sustainability Co-Location Special Interest Group Section B LGA – priority ranking of this project Priority ranking of no of applications received Is this project consistent with the Have all planning and building approvals been given for this project? If no, what approvals are still outstanding? Project Rating (Please tick the most approvance) Well planned and needed by municipality, more planted.	Local Plan Yes N ropriate box to descipality cant uning required ng required	Regional Plan [

Our whole Community wins

LGA comments (Required):	

Signed Position Date

Applications for CSRFF funding must be submitted to your Department of Sport and Recreation office by **4pm on 16 September 2017.** Late applications cannot be accepted in any circumstances.

DSR OFFICES

PERTH OFFICE

246 Vincent Street Leederville WA 6007 PO Box 329 Leederville WA 6903 Tel: (08) 9492 9700 Fax: (08) 9492 9711

PEEL

Suite 94 16 Dolphin Drive PO Box 1445 Mandurah WA 6210 Tel: (08) 9550 3100 Fax: (08) 9550 3199

PILBARA

Karratha Leisureplex Dampier Hwy, Karratha PO Box 941 Karratha WA 6714

Tel: (08) 9182 2100 Fax: (08) 9182 2199

SOUTH WEST

80A Blair Street PO Box 2662 Bunbury WA 6230 Tel: (08) 9792 6900 Fax: (08) 9792 6999

GREAT SOUTHERN

22 Collie Street Albany WA 6330 Tel: (08) 9892 0100 Fax: (08) 9892 0199

GASCOYNE

4 Francis Street PO Box 140 Carnarvon WA 6701 Tel: (08) 9941 0900 Fax: (08) 9941 0999

GOLDFIELDS

106 Hannan Street PO Box 1036 Kalgoorlie WA 6430 Tel: (08) 9022 5800 Fax: (08) 9022 5899

KIMBERLEY - Broome

Unit 2, 23 Coghlan Street PO Box 1476 Broome WA 6725 Telephone (08) 9195 5750 Facsimile (08) 9166 4999 Mobile 0438 916 185

WHEATBELT - NORTHAM

298 Fitzgerald Street PO Box 55 Northam WA 6401 Tel: (08) 9690 2400 Fax: (08) 9690 2499

WHEATBELT - NARROGIN

Government Offices Level 2, 11-13 Park Street Narrogin WA 6312 Telephone 0429 881 369 Facsimile (08) 9881 3363

MID-WEST

Level 1, 268-270 Foreshore Drive PO Box 135 Geraldton WA 6531

Tel: (08) 9956 2100 Fax: (08) 9956 2199



ER Consultants Pty Ltd

as Trustee for ERC Unit Trust ABN: 72 514 406 373

Admin: (08) 6102 0025 Facsimile: (08) 9385 7930 PO Box 54, Floreat WA 6014 www.engtech.com.au

29 June 2017

Dr Stuart Campbell
Contaminated Sites Project Manager
Public Transport Authority of Western Australia
PO Box 8125
Perth Business Centre WA 6849

Dear Stuart,

Re:

VISUAL PROPERTY INSPECTION KATANNING WOOL SHED JUNE 2017

1 Introduction

ER Consultants Pty Ltd (ERC) was engaged by the Public Transport Authority (PTA) to undertake a visual property inspection on the Katanning Wool Shed, comprised of portions of Reserve 10422 Lot 559 and Reserve 15750 Lot 847 and 848, prior to the PTA leasing the site to a third party. Prior to finalising the new lease agreement, the PTA requires an inspection to indicate the current site environmental condition.

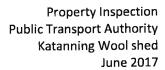
The details presented in this letter are based upon a visual inspection of the site surface within the "lease area" identified by PTA in PTA Drawing No. L 7470-2 as shown in the attachments. In addition, five opportunistic surface soil samples were collected from unsealed areas of the site surrounding an area where visible surface hydrocarbon staining was observed (Plate 3).

This limited assessment focuses primarily on the visual identification of potential sources of impact to soil and/or groundwater at the site. The outputs of the assessment are intended to identify where areas of concern may exist, and which may require further investigation and/or management.

2 Observations

The following observations were made during the inspection completed by ERC on 9 June 2017:

- Some general rubbish was identified around exterior of the building, consisting of wood, concrete and glass.
- On the fence line to the rear of the shed is a large rubbish heap consisting of soil and cardboard/broken wooden pallets and some general rubbish (Plate 1).





- > The north-west end of the shed has three 200L drums stored on a bitumen sealed pad (Plate 1).
 - One drum is half full, sealed and has no label
 - One drum is a quarter full, rusted near the lid and has the label "polyester resin" with a flammable 3 warning label.
 - One drum is empty and has no lid.
- > There is heavy oil staining on the bitumen pad from what appears to be a heavy vehicle oil filter (Plate 2).
- The bitumen surface is slanted away from the shed so there is the potential for contaminated water run off during a rain event. Five opportunistic surface soil samples were collected from un-sealed areas surrounding the bitumen pad for limited assessment of the potential for run-off to have impacted the surrounding area (Plate 3).
- Soil samples S1 to S5 were collected around the edge of bitumen, targeting stained areas (see Plate 3) and submitted to a NATA accredited laboratory for analysis. The laboratory report is included in the attachments.
- > There is some staining in other areas of the bitumen pad with evidence of drums previously being stored there.
- > Soil surrounding the bitumen is sandy gravel and only lightly compacted.
- > The north-east side of the building has some window glass and metal framework dumped in one area (**Plate 4**).
- > There is a toilet block on the property in the north-east corner that is unsecured and has been vandalised (**Plates 5 and 6**).
- No obvious evidence of asbestos containing material (ACM) was identified during the visual inspection.

3 Summary of Results

A summary of results from laboratory analysis of opportunistic soil sampling is presented below:

- > Five soil samples (S1-S5) were analysed for TRH/BTEX/Naphthalene
- > Hydrocarbon impacts were identified in samples S3, S4 and S5, but at concentrations below the relevant NEPM Guidelines for commercial/industrial land-use (protective of human health and the environment).

4 Conclusions

In summary:

> No gross evidence of contamination was identified at the site; however, it is noted that the inspection was limited to visual observation and limited surface sampling



Property Inspection Public Transport Authority Katanning Wool shed June 2017

and analysis only. As such, the potential (although unlikely) exists for sub-surface sources and/or contamination to exist.

> The site largely appears to be in reasonable environmental condition with no significant "causes for immediate concern". However, it is recommended that the following recommendations be implemented at the site.

5 Recommendations

Based on observations made during the site inspection, ERC make the following recommendations:

- 1) The waste drums and oil filter should be removed from site by a suitably licenced waste disposal operator, and disposed of to a suitably licensed facility.
- 2) Removal of other waste, including the rubbish heap and general rubbish located around the site should also be undertaken and disposed of at a suitably licensed facility (general housekeeping).
- 3) Should any potential undetected contamination be identified during the above works, a qualified environmental consultant should be engaged to assess potential contaminants (as required).

6 Project Limitations

ERC has prepared this letter report in accordance with accepted environmental practices used by environmental professionals working within this area at the time it was prepared. No other warranty, expressed or implied, is made as to the professional advice or opinion included in this report. The methodology utilised and sources of information used by ERC in this report are documented in the report. ERC has made no independent verification of information obtained from other sources and assumes no responsibility for inaccuracies or omissions.

The assessment undertaken is considered to be "limited" but adequate to meet the objectives. Conclusions have been made from a limited number of visual observations and available information and data, assuming that the hydrogeological, physical and chemical conditions are representative across the site. ERC has not undertaken any detailed intrusive site works, not has ERC carried out any sub-surface sampling and analysis of soil, groundwater, air or any other materials as part of this limited assessment. Findings and comments presented in this report are the professional opinion of ERC based upon the available information at the time. This report is not intended to comprise a DER compliant contaminated preliminary or detailed site investigation. No other warranties are made or intended.

For projects such as the one undertaken, relating to efforts to ascertain the presence or absence of hazardous substances or contamination, the level of effort may range from very limited observations and inquiry, to extensive investigation and testing. The level of uncertainty with respect to opinions reached on such projects will vary, depending on the extent of the investigation, but some level of uncertainty will exist in every project.



Property Inspection Public Transport Authority Katanning Wool shed June 2017

The state of practice, particularly with respect to contaminated site and waste conditions, is changing and evolving. Whilst ERC is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognised that those standards may subsequently change because of improvements in the state of practice.

This assessment has been prepared exclusively for the Public Transport Authority and the findings are valid for the date of inspection only. This report cannot be reproduced without the written authorisation of ERC and then can only be reproduced in its entirety. There is a risk to third party reliance upon this report, for which ERC is not liable. Furthermore, ERC recommends that any third party should commission and undertake their own assessment and should not rely on the findings of this report alone.

If you have any queries or require any additional information, please contact Phillip Taylor or Jonathan Brown.

Yours sincerely,

ER CONSULTANTS PTY LTD

Phillip Taylor

Project Environmental Scientist

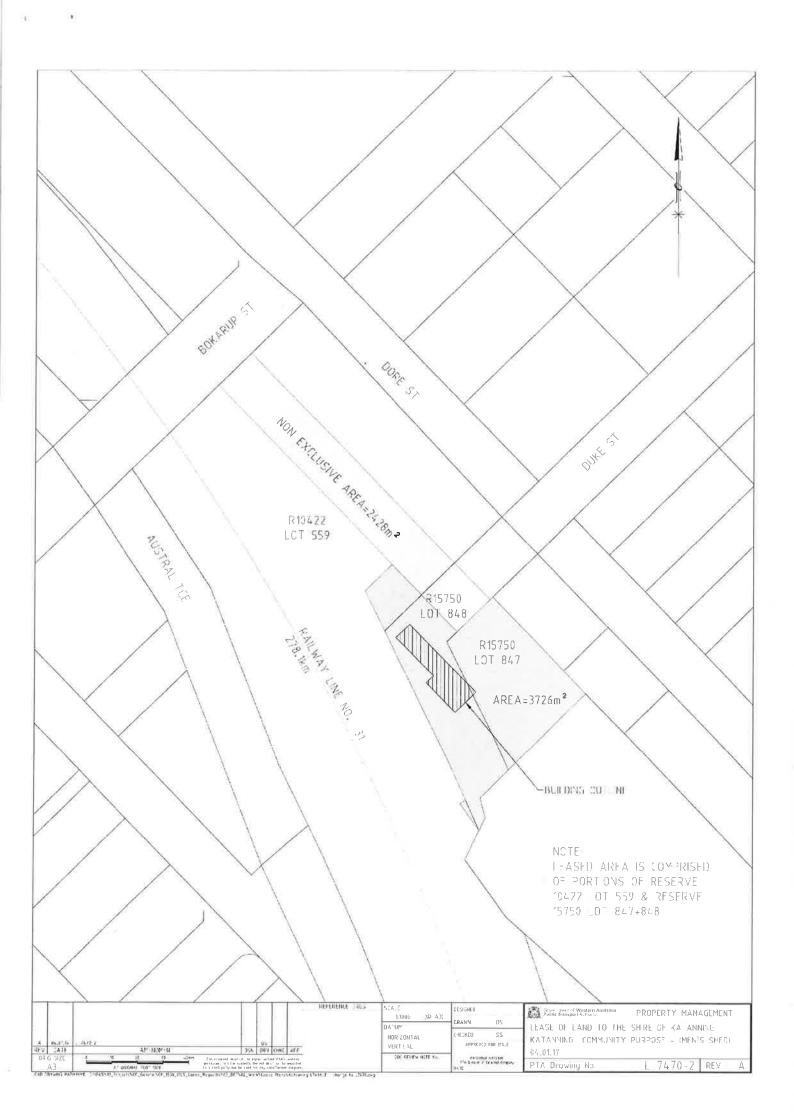
Jonathan Brown

Associate Principal

Attachments:

Figures

Plates





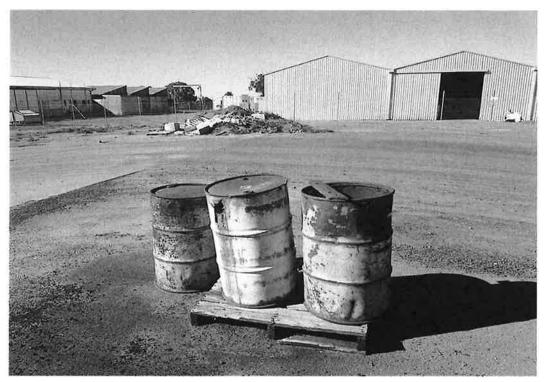


Plate 1: Drums at north-west end of shed and rubbish heap in background



Plate 2: Oil filter and surface staining



1109-40 Katanning Wool Shed

Plate 1 and 2

Title:

 Drawn: PT
 Approved: JB
 Date: 27/06/17
 Rev 0

 Job No. 1109-40
 Plates
 A4

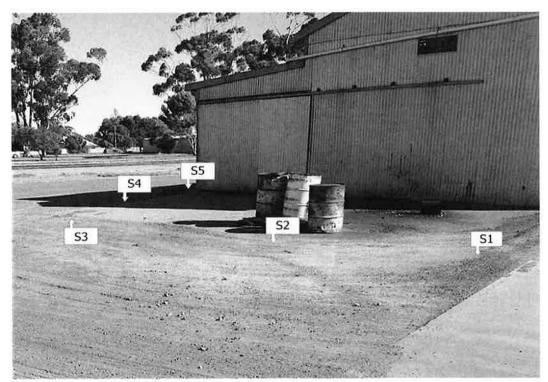


Plate 3: Soil sample locations



Plate 4: Dumped glass/frames on north-east side



1109-40 Katanning Wool Shed

_.

Drawn: PT	Approved: JB	Date: 27/06/17		Rev 0
Job No. 1109-40			Plates	A4

Title:

Plate 3 and 4

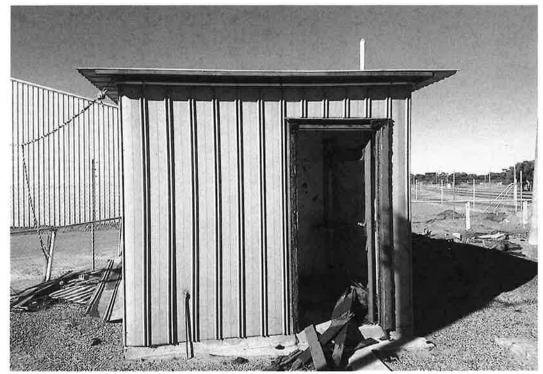


Plate 5: Toilet block



Plate 6:



1109-40 Katanning Wool Shed

Plate 5 and 6

Title:

Drawn: PT	Approved: JE	B Date: 27/06/17		Rev 0
Job No. 1109-40			Plates	A4



mgt

Certificate of Analysis

NATA Accredited Accreditation Number 1261 Site Number 1254

Accredited for compliance with ISO/IEC 17025 — Testing The results of the lests, calibrations and/or measurements included in this document are traceable to Australian/national standards.

ER Consultants P/L PO Box 54 Floreat WA 6014





Attention:

Jonathan Brown

Report

549900-S

Project name

1109 - KATANNING WOOL SHED

Received Date

Jun 12, 2017

Client Sample ID Sample Matrix			S1 Soil	S2 Soil	S3 Soil	S4 Soil
Eurofins mgt Sample No.			M17-Jn10899	M17-Jn10900	M17-Jn10901	M17-Jn10902
Date Sampled			Jun 09, 2017	Jun 09, 2017	Jun 09, 2017	Jun 09, 2017
Test/Reference	LOR	Unit				
Total Recoverable Hydrocarbons - 1999 NEPM	Fractions					
TRH C6-C9	20	mg/kg	< 20	< 20	< 20	< 20
TRH C10-C14	20	mg/kg	< 20	< 20	< 20	42
TRH C15-C28	50	mg/kg	< 50	< 50	< 50	150
TRH C29-C36	50	mg/kg	< 50	< 50	67	130
TRH C10-36 (Total)	50	mg/kg	< 50	< 50	67	322
ВТЕХ						
Benzene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Toluene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Ethylbenzene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
m&p-Xylenes	0.2	mg/kg	< 0.2	< 0.2	< 0.2	< 0.2
o-Xylene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Xylenes - Total	0.3	mg/kg	< 0.3	< 0.3	< 0.3	< 0.3
4-Bromofluorobenzene (surr.)	1	%	78	114	88	87
Total Recoverable Hydrocarbons - 2013 NEPM	Fractions					
Naphthalene ^{N02}	0.5	mg/kg	< 0.5	< 0.5	< 0.5	< 0.5
TRH C6-C10 less BTEX (F1)N04	20	mg/kg	< 20	< 20	< 20	< 20
TRH C6-C10	20	mg/kg	< 20	< 20	< 20	< 20
TRH >C10-C16	50	mg/kg	< 50	< 50	< 50	< 50
TRH >C10-C16 less Naphthalene (F2) ^{N01}	50	mg/kg	< 50	< 50	< 50	< 50
TRH >C16-C34	100	mg/kg	< 100	< 100	< 100	290
TRH >C34-C40	100	mg/kg	< 100	< 100	< 100	< 100
% Moisture	1	%	< 1	1,4	5.5	2.8

Client Sample ID Sample Matrix			S5 Soil
Eurofins mgt Sample No.			M17-Jn10903
Date Sampled			Jun 09, 2017
Test/Reference	LOR	Unit	
Total Recoverable Hydrocarbons - 1999	NEPM Fractions		
TRH C6-C9	20	mg/kg	< 20
TRH C10-C14	20	mg/kg	< 20
TRH C15-C28	50	mg/kg	< 50
TRH C29-C36	50	mg/kg	55
TRH C10-36 (Total)	50	mg/kg	55



Client Sample ID Sample Matrix			S5 Soil
Eurofins mgt Sample No.			M17-Jn10903
Date Sampled			Jun 09, 2017
Test/Reference	LOR	Unit	
BTEX			
Benzene	0.1	mg/kg	< 0.1
Toluene	0.1	mg/kg	< 0.1
Ethylbenzene	0.1	mg/kg	< 0.1
m&p-Xylenes	0.2	mg/kg	< 0.2
o-Xylene	0.1	mg/kg	< 0.1
Xylenes - Total	0.3	mg/kg	< 0.3
4-Bromofluorobenzene (surr.)	1111	%	88
Total Recoverable Hydrocarbons - 2013 NEPN	Fractions		
Naphthalene ^{N02}	0.5	mg/kg	< 0.5
TRH C6-C10 less BTEX (F1)N04	20	mg/kg	< 20
TRH C6-C10	20	mg/kg	< 20
TRH >C10-C16	50	mg/kg	< 50
TRH >C10-C16 less Naphthalene (F2) ^{N01}	50	mg/kg	< 50
TRH >C16-C34	100	mg/kg	< 100
TRH >C34-C40	100	mg/kg	< 100
% Moisture	1	1 %	5.4



Sample History

Where samples are submitted/analysed over several days, the last date of extraction and analysis is reported.

A recent review of our LIMS has resulted in the correction or clarification of some method identifications, Due to this, some of the method reference information on reports has changed. However, no substantive change has been made to our laboratory methods, and as such there is no change in the validity of current or previous results (regarding both quality and NATA accreditation).

If the date and time of sampling are not provided, the Laboratory will not be responsible for compromised results should testing be performed outside the recommended holding time.

Description	Testing Site	Extracted	Holding Time
Eurofins mgt Suite B1			
Total Recoverable Hydrocarbons - 1999 NEPM Fractions	Melbourne	Jun 15, 2017	14 Day
- Method: LTM-ORG-2010 TRH C6-C36			
BTEX	Melbourne	Jun 15, 2017	14 Day
- Method: TRH C6-C40 - LTM-ORG-2010			
Total Recoverable Hydrocarbons - 2013 NEPM Fractions	Melbourne	Jun 15, 2017	14 Day
- Method: TRH C6-C40 - LTM-ORG-2010			
Total Recoverable Hydrocarbons - 2013 NEPM Fractions	Melboume	Jun 15, 2017	14 Day
- Method: TRH C6-C40 - LTM-ORG-2010			
% Moisture	Melbourne	Jun 13, 2017	14 Day

⁻Method: LTM-GEN-7080 Moisture

Report Number: 549900-S



ABN- 50 005 085 521 e.mail EnviroSates Ber

Company Name: Address:

ER Consultants P/L PO Box 54 Floreat WA 6014

Project Name:

1109 - KATANNING WOOL SHED

Order No.: Report #: Phone: Fax:

549900 08 6102 0025 08 9385 7930

Jun 12, 2017 11:58 AM Jun 20, 2017 5 Day Jonathan Brown

Received: Due: Priority: Contact Name:

Eurofins | mgt Analytical Services Manager : Natalie Krasselt

F	oject warne.	1109 - KATA	INNIINI VVOC	DE SHED			
		Sa	mple Detail			Moisture Set	Eurofins mgt Suite B1
Mell	ourne Laborat	ory - NATA Site	# 1254 & 14	271		x	х
Syd	ney Laboratory	- NATA Site #1	8217				
Brls	bane Laborato	ry - NATA Site #	20794				
Pert	h Laboratory -	NATA Site # 182	17				
Exte	rnal Laborator	у.					
No	Sample ID	Sample Date	Sampling Time	Matrix	LAB ID		
1	S1	Jun 09, 2017		Sail	M17-Jn10899	х	х
2	S2	Jun 09, 2017		Sail	M17-Jn10900	х	х
3	S3	Jun 09, 2017		Soit	M17-Jn10901	X	x
4	S4	Jun 09, 2017		Soil	M17-Jn10902	х	х
5	S5	Jun 09, 2017		Sail	M17-Jn10903	x	х
Test	Counts					5	5

Page 4 of 8



Internal Quality Control Review and Glossary

General

- 1. Laboratory QC results for Method Blanks, Duplicates, Matrix Spikes, and Laboratory Control Samples are included in this QC report where applicable, Additional QC data may be available on request.
- 2. All soil results are reported on a dry basis, unless otherwise stated.
- 3. All biota results are reported on a wet weight basis on the edible portion, unless otherwise stated.
- 4. Actual LORs are matrix dependant, Quoted LORs may be raised where sample extracts are diluted due to interferences.
- 5. Results are uncorrected for matrix spikes or surrogate recoveries except for PFAS compounds.
- 6. SVOC analysis on waters are performed on homogenised, unfiltered samples, unless noted otherwise.
- 7. Samples were analysed on an 'as received' basis.
- 8. This report replaces any interim results previously issued.

Holding Times

Please refer to 'Sample Preservation and Container Guide' for holding times (QS3001),

For samples received on the last day of holding time, notification of testing requirements should have been received at least 6 hours prior to sample receipt deadlines as stated on the Sample Receipt Advice.

If the Laboratory did not receive the information in the required timeframe, and regardless of any other integrity issues, suitably qualified results may still be reported

Holding times apply from the date of sampling, therefore compliance to these may be outside the laboratory's control.

**NOTE: pH duplicates are reported as a range NOT as RPD

Units

mg/kg: milligrams per kilogram ug/L: micrograms per litre ppb: Parts per billion

org/100mL: Organisms per 100 millilitres

MPN/100mL: Most Probable Number of organisms per 100 millilitres

mg/L: milligrams per litre ppm: Parts per million %: Percentage

NTU: Nephelometric Turbidity Units

Terms

Dry Where a moisture has been determined on a solid sample the result is expressed on a dry basis.

LOR Limit of Reporting

SPIKE Addition of the analyte to the sample and reported as percentage recovery.

RPD Relative Percent Difference between two Duplicate pieces of analysis,

LCS Laboratory Control Sample - reported as percent recovery.

CRM Certified Reference Material - reported as percent recovery.

Method Blank In the case of solid samples these are performed on laboratory certified clean sands and in the case of water samples these are performed on de-ionised water.

Surr - Surrogate The addition of a like compound to the analyte target and reported as percentage recovery.

Duplicate A second piece of analysis from the same sample and reported in the same units as the result to show comparison.

USEPA United States Environmental Protection Agency

APHA American Public Health Association
TCLP Toxicity Characteristic Leaching Procedure

COC Chain of Custody
SRA Sample Receipt Advice

QSM Quality Systems Manual ver 5,1 US Department of Defense
CP Client Parent - QC was performed on samples pertaining to this report

NCP Non-Client Parent - QC performed on samples not pertaining to this report, QC is representative of the sequence or batch that client samples were analysed within,

TEQ Toxic Equivalency Quotient

QC - Acceptance Criteria

RPD Duplicates: Global RPD Duplicates Acceptance Criteria is 30% however the following acceptance guidelines are equally applicable:

Results <10 times the LOR : No Limit

Results between 10-20 times the LOR : RPD must lie between 0-50%

Results >20 times the LOR : RPD must lie between 0-30%

Surrogate Recoveries: Recoveries must lie between 50-150%-Phenois & PFASs

PFAS field samples that contain surrogate recoveries in excess of the QC limit designated in QSM 5.1 where no positive PFAS results have been reported have been reviewed and no data was affected.

QC Data General Comments

- 1. Where a result is reported as a less than (<), higher than the nominated LOR, this is due to either matrix interference, extract dilution required due to interferences or contaminant levels within the sample, high moisture content or insufficient sample provided.
- 2. Duplicate data shown within this report that states the word "BATCH" is a Batch Duplicate from outside of your sample batch, but within the laboratory sample batch at a 1:10 ratio. The Parent and Duplicate data shown is not data from your samples.
- 3. Organochlorine Pesticide analysis where reporting LCS data, Toxaphene & Chlordane are not added to the LCS.
- 4. Organochlorine Pesticide analysis where reporting Spike data, Toxaphene is not added to the Spike.
- 5. Total Recoverable Hydrocarbons where reporting Spike & LCS data, a single spike of commercial Hydrocarbon products in the range of C12-C30 is added and it's Total Recovery is reported in the C10-C14 cell of the Report.
- 6. pH and Free Chlorine analysed in the laboratory Analysis on this test must begin within 30 minutes of sampling. Therefore laboratory analysis is unlikely to be completed within holding time.

 Analysis will begin as soon as possible after sample receipt.
- 7. Recovery Data (Spikes & Surrogates) where chromatographic interference does not allow the determination of Recovery the term "INT" appears against that analyte.
- 8. Polychlorinated Biphenyls are spiked only using Aroclor 1260 in Matrix Spikes and LCS.
- 9. For Matrix Spikes and LCS results a dash " -" in the report means that the specific analyte was not added to the QC sample.
- 10. Duplicate RPDs are calculated from raw analytical data thus it is possible to have two sets of data

Report Number: 549900-S



Quality Control Results

	Test		Units	Result 1	Acceptance Limits	Pass Limits	Qualifying Code
Method Blank		-x 1 18	Charles To	(SS Mill Marks		3256	
Total Recoverable Hydroca	arbons - 1999 NEPM Frac	tions	,				
TRH C6-C9			mg/kg	< 20	20	Pass	
TRH C10-C14			mg/kg	< 20	20	Pass	
TRH C15-C28			mg/kg	< 50	50	Pass	
TRH C29-C36			mg/kg	< 50	50	Pass	
Method Blank		20, 11	DIA TO				
BTEX							
Benzene			mg/kg	< 0.1	0.1	Pass	
Toluene			mg/kg	< 0.1	0.1	Pass	
Ethylbenzene			mg/kg	< 0.1	0.1	Pass	
m&p-Xylenes			mg/kg	< 0.2	0.2	Pass	
o-Xylene			mg/kg	< 0.1	0.1	Pass	
Xylenes - Total			mg/kg	< 0.3	0.3	Pass	
Method Blank							
Total Recoverable Hydroca	rbons - 2013 NEPM Fract	tions					
Naphthalene			mg/kg	< 0.5	0.5	Pass	
TRH C6-C10			mg/kg	< 20	20	Pass	
TRH >C10-C16			mg/kg	< 50	50	Pass	
TRH >C16-C34			mg/kg	< 100	100	Pass	
TRH >C34-C40			mg/kg	< 100	100	Pass	
LCS - % Recovery		NULE O					
Total Recoverable Hydroca	irbons - 1999 NEPM Fract	tions					
TRH C6-C9			%	94	70-130	Pass	
TRH C10-C14			%	71	70-130	Pass	
LCS - % Recovery							
BTEX							
Benzene			%	91	70-130	Pass	
Toluene		%	95	70-130	Pass		
Ethylbenzene		%	95	70-130	Pass		
m&p-Xylenes			%	92	70-130	Pass	
Xylenes - Total		%	93	70-130	Pass		
LCS - % Recovery			S 2-17				
Total Recoverable Hydroca	rbons - 2013 NEPM Fract	ions					
Naphthalene			%	98	70-130	Pass	
TRH C6-C10			%	94	70-130	Pass	
TRH >C10-C16			%	76	70-130	Pass	
Test	Lab Sample ID	QA Source	Units	Result 1	Acceptance Limits		Qualifying Code
Spike - % Recovery							
Total Recoverable Hydroca	rbons - 1999 NEPM Fract	ions		Result 1			
TRH C6-C9	M17-Jn11009	NCP	%	115	70-130	Pass	
TRH C10-C14	M17-Jn11473	NCP	%	70	70-130	Pass	
Spike - % Recovery							
BTEX	//			Result 1			
Benzene	M17-Jn11009	NCP	%	113	70-130	Pass	
Toluene	M17-Jn11009	NCP	%	116	70-130	Pass	
Ethylbenzene	M17-Jn11009	NCP	%	118	70-130	Pass	
m&p-Xylenes	M17-Jn11009	NCP	%	114	70-130	Pass	
o-Xylene	M17-Jn11009	NCP	%	118	70-130	Pass	
Xylenes - Total	M17-Jn11009	NCP	%	115	70-130	Pass	
Spike - % Recovery	WITE-111009	INOL	/0	110	1 10-130	1 433	



mgt

Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code
Total Recoverable Hydrocarbons	2013 NEPM Fract	tions		Result 1					
Naphthalene	M17-Jn11009	NCP	%	108			70-130	Pass	25
TRH C6-C10	M17-Jn11009	NCP	%	115			70-130	Pass	
TRH >C10-C16	M17-Jn11473	NCP	%	79			70-130	Pass	
Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code
Duplicate	and the Bridge	101 00		1000	J/2 E.P.	HE ST		32 10	
Total Recoverable Hydrocarbons	1999 NEPM Frac	tions		Result 1	Result 2	RPD			
TRH C6-C9	M17-Jn10229	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH C10-C14	M17-Jn11472	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH C15-C28	M17-Jn11472	NCP	mg/kg	53	57	8.0	30%	Pass	
TRH C29-C36	M17-Jn11472	NCP	mg/kg	65	77	17	30%	Pass	
Duplicate				prul (g)	7	- Ortion			
BTEX				Result 1	Result 2	RPD			
Benzene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Toluene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Ethylbenzene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
m&p-Xylenes	M17-Jn10229	NCP	mg/kg	< 0.2	< 0.2	<1	30%	Pass	
o-Xylene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Xylenes - Total	M17-Jn10229	NCP	mg/kg	< 0.3	< 0.3	<1	30%	Pass	
Duplicate	X III OLIVATA		W. V. W.						
Total Recoverable Hydrocarbons	2013 NEPM Frac	tions		Result 1	Result 2	RPD			
Naphthalene	M17-Jn10229	NCP	mg/kg	< 0.5	< 0.5	<1	30%	Pass	
TRH C6-C10	M17-Jn10229	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH >C10-C16	M17-Jn11472	NCP	mg/kg	< 50	< 50	<1	30%	Pass	
TRH >C16-C34	M17-Jn11472	NCP	mg/kg	120	130	11	30%	Pass	
TRH >C34-C40	M17-Jn11472	NCP	mg/kg	< 100	< 100	<1	30%	Pass	
Duplicate	1000	-100		0.7				political (
				Result 1	Result 2	RPD			
% Moisture	M17-Jn10797	NCP	%	4.8	5.0	3.0	30%	Pass	



Comments

Sample Integrity

Custody Seals Intact (if used)	N/A
Attempt to Chill was evident	Yes
Sample correctly preserved	Yes
Appropriate sample containers have been used	Yes
Sample containers for volatile analysis received with minimal headspace	Yes
Samples received within HoldingTime	Yes
Some samples have been subcontracted	No

Qualifier Codes/Comments

Code Description

F2 is determined by arithmetically subtracting the "naphthalene" value from the ">C10-C16" value. The naphthalene value used in this calculation is obtained from volatiles (Purge & Trap analysis). N01

Where we have reported both volatile (P&T GCMS) and semivolatile (GCMS) naphthalene data, results may not be identical. Provided correct sample handling protocols have been followed, any observed differences in results are likely to be due to procedural differences within each methodology. Results determined by both techniques have passed all QAQC acceptance criteria, and are entirely technically valid.

F1 is determined by arithmetically subtracting the "Total BTEX" value from the "C6-C10" value. The "Total BTEX" value is obtained by summing the concentrations of BTEX analytes. The "C6-C10" value is obtained by quantitating against a standard of mixed aromatic/aliphatic analytes. N04

Authorised By

N02

Natalie Krasselt Analytical Services Manager Alex Petridis Senior Analyst-Metal (VIC) Alex Petridis Senior Analyst-Organic (VIC) Harry Bacalis Senior Analyst-Volatile (VIC) Huong Le Senior Analyst-Inorganic (VIC) Joseph Edouard Senior Analyst-Organic (VIC)

Glenn Jackson

National Operations Manager

Final report - this Report replaces any previously issued Report

- Indicates Not Requested
- * Indicates NATA accreditation does not cover the performance of this service

Measurement uncertainty of test data is available on request or please click here.

Euroline I mig shall not be lable for loss, cost, damages or expenses incurred by the direct, or any other person or company, resulting from the use of any otherwistion or interpretation of other in this septor. The section of the lable to consequently damages including, but not limited to, losd profits, damages are fasted. Unrise or explanted understower only to the limited any other persons of the lable to consequently other persons on the septor. The section ment and the production entirely form the lable to consequently other persons on the section of the lable to consequently other persons of the lable to consequen





Katanning Men's Shed

otterywest

Email: katanningmensshed@gmail.com Web: www.katanningmenshed.org

26th November 2016

Chief Executive Officer
Shire of Katanning
PO Box 130 Katanning WA 6317

Dear Julian,

Further to our phone conversation earlier this week I would like to formally invite the Katanning Shire to partner Katanning Mens Shed in our quest to find another shed.

We are a not for profit organization and as such we are finding it increasingly difficult to maintain a credit balance to replace tools, improve creature comforts and provide cheap or free services to our community as we have to meet a hefty rental payment every month.

Our current premises has safety issues which include no room to expand, split level floors, limited dust control, welding flashes, tight spaces between machines, together with no onsite toilet, no hot or cold running water, shared premises, poor tool security and numerous major roof leaks. We have identified three suitably sized vacant sheds in the Katanning Townsite that would fill our needs criteria:

- The old Westrail Wool Consolidation shed situated in the middle of the southern end of the old railway yard owned by the Public Transport Authority. The shed has been vacant for over a decade and needs to have a new 3 phase power supply line reconstructed. A toilet block is situated 30 metres south of the shed that can be bought up to standards for minimal outlay.
- A shed located at 17 Park Street last used by Katanning Glass Supplies which has been vacant for a number of years and has no toilets. The shed is for sale but is currently zoned as residential. The non-conforming status has expired which will present zoning challenges. The shed is for sale for \$80,000.
- A large shed complex on Daping Street owned by Merv McDougall. The shed complex is two adjoining sheds with an office. The sheds have had the power upgraded and have two toilet blocks, The shed is for sale for \$170,000.

The Wool Consolidation shed appears to be the best option to pursue and if a peppercorn rental could be secured between the PTA and Shire it will be the cheapest and our preferred option. I have been speaking with Jim Mullins from Burgess Rawson who handles PTA land use and he advised that the PTA will only negotiate a lease for Mens Shed through our local government authority.

Jims contact details are: 92880255 and jmullins@burgessrawson.com.au

MEN'S SHED



Katanning Men's Shed



Email: katanningmensshed@gmail.com Web: www.katanningmenshed.org

The shed is located far enough away from the rail per way to minimize safety concerns, although the PTA may require a security fence to be constructed to conform to rail safety standards.

Access to the shed would be by sharing the centre laneway already in use by Alan Campbell & Co via PTA land.

The power needs to be restored to the site as the old power supply was an aerial line from Cornwall St that crossed over the railway line. The post supporting the power lines on the PTA land fell, cutting supply which was never reinstated. There may be a possibility that the power supply could be reconstructed on the Western Power "Like for Like" agreement, whereas once a client has paid for supply infrastructure, if it sustains damage Western Power would replace it like it was. This would be conditional on the PTA not having written a letter to Western Power stating otherwise.

Men's shed members inspected the shed and surrounds on Friday together with members from Brookfield rail who were very positive toward the shed being used by us.

The local Brookfield Rail regional contact is Roy Spurr - Mob: 0429 686 430

Looking forward to continued dialogue with you on this matter and hope you can achieve a favorable outcome with the Public Transport Authority.

Yours sincerely

Peter Jolly
Building Co-ordinator

0438 353 580

MEN'S SHED

Consent of PTA

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA

(ABN 61 850 109 576) of P O Box 8125 Perth Business Centre, PERTH WA 6849 (PTA)

CONSENTS to this Sublease subject to the following conditions.

- 1. This consent is limited to this Sublease only and does not apply to any variations to the Sublease. Any variations to this Sublease will require the consent of PTA.
- 2. This consent does not affect the obligations of the Tenant as lessee under the Headlease and the Tenant remains solely liable to PTA for compliance with the Tenant's obligations under the Headlease.
- 3. The Sub-Tenant must obtain the consent or approval of PTA in addition to the consent or approval of the Tenant in every case where the consent or approval of the Tenant is required under this Sublease.
- 4. PTA in no way is bound to perform and incurs no liability in respect of the covenants, conditions and provisions of this Sublease to be performed and observed by the Tenant.
- 5. All references in the Lease and Sub-Lease to WAGR are to be read as references to WAGR's successor, the PTA, by virtue of the *Public Transport Authority Act* 2003, sections 80 and 81.

Dated	2017	
Signed for and on behalf of the PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA by an officer of the Authority duly authorised by the Authority pursuant to section 51(5) of the Public Transport Authority Act 2003 for that purpose in the presence of:)))) t	Signature of Duly Authorised Officer
Witness (signature)		Name (Please Print)
Name (please print)		Position held
Address		
Occupation		

LICENCE TO OCCUPY L7470 KATANNING

PARTIES

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA (Licensor)

SHIRE OF KATANNING (as Licensee)

Schedule

Item 1 Licensor

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA (ABN 61 850 109 576) of PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849 (**PTA**)

Item 2 Licensee

SHIRE OF KATANNING (ABN 37 965 647 680) of 16-24 Austral Terrace Katanning WA 6317

Item 3 Grant of Licence to Occupy

PTA grants a licence to the Licensee and the Licensee takes a licence of the Licensed Area on the terms set out in this Licence.

Item 4 Licensed Area

The Licensed Area the subject of this Licence is located in the rail reserve at [location] and known as [street address, if known] as identified on plan number 7470 -2 Rev A.

The Licensed Area is 3,726 M2 and is shown coloured blue is whilst the non exclusive access area of 2,428 M2 is coloured yellow on the plan attached to this Licence.

The Licensed Area includes any PTA's Property situated in the Licensed Area.

The PTA's Property includes the following specific items:

Large Metal Clad Shed identified as" Woolstore "and Free Standing Toilet Block

Item 5 Term

The term is **Ten (10) years** commencing on 1ST **July 2017** and Ending on 30th **June 2027**

Item 6 Licence fee

The licence fee payable by the Licensee for this Licence is \$1.00 each year payable if and when demanded.

Item 7 Outgoings

The Licensee must pay to the relevant supplier or Authority or as otherwise directed by the PTA before they become overdue:

- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area:
- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees reasonably charged by the PTA in respect of this Licence,

as invoiced to the Licensee by the PTA. In the case of any amounts which are levied on other land as well as the Licensed Area, the Licensee must pay reasonable proportion of such charges, rates, and taxes relevant to the Licensed Area as reasonably determined by the PTA.

Item 8 Permitted Use

The Licensed Area may only be used for Community Purpose (Men's Shed) subject to the Licensee obtaining all relevant written approvals from all Authorities for the use of the Licensed Area for this purpose.

Item 9 Insurance Requirements

The Licensee must take out the following insurances:

- (1) public risk insurance for an amount not less than \$20,000,000.
- insurance for all buildings, structures and improvements comprised in the Licensed Area and all the PTA's Property to their full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- insurance for all Licensee's Property to its full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (4) employer's indemnity insurance against any liability under common law or statute to pay damages to an employee.

Without limiting clause 5 of the General Licence Terms the Licensee must no later than:

- (1) the Commencement Date; and
- (2) each anniversary of the renewal date as specified in the relevant insurance policy,

provide the PTA with a certificate of currency issued by the insurer and noting the interests of the PTA to confirm that each required policy of insurance has been taken out and is current as required by this Licence.

Item 10 Licensee's Obligations

The Licensee covenants with the PTA to comply with the Licensee's Obligations.

Item 11 PTA's General Licence Terms

The PTA General Licence Terms in the form attached to this Licence are incorporated in this Licence.

Item 12 **Defined Terms**

Words defined in the PTA General Licence Terms have the same meaning when used in this Licence and are shown with an initial capital letter.

Item 13 Additional Terms

The additional terms attached to this Licence are incorporated in this Licence.

Dated	2017
EXECUTED as a deed.	
Signed for and on behalf of the) PUBLIC TRANSPORT AUTHORITY) OF WESTERN AUSTRALIA by) an officer of the Authority duly) authorised by the Authority pursuant to) section 51(5) of the Public Transport) Authority Act 2003 for that purpose in)	Signature of Duly Authorised Officer
Authority Act 2003 for that purpose in) the presence of:	Name (Places Drint)
	Name (Please Print)
Witness (signature)	Position held
Name (Please Print)	
Address	
Occupation	
EXECUTED for and on behalf Shire of Katanning pursuant section 9.49A(4) o Government Act 1995	of the of the Local
Authorised Signatory	Print full name
Authorised Signatory	Print full name

Plan

Additional Terms

1 Lights

The Licensee is to ensure that there is not at any time any light (white or coloured) on the Licensed Area in a position where it can affect any person on a train or other railway vehicle.

2 Plants and Trees

The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted. The Licensee must maintain (including trimming and lopping) all plants and trees within the Licensed Area.

3 Licensee's Property and the PTA's Property

The Licensee is to ensure that at all times all items of Licensee's Property and the PTA's Property in the Licensed Area are:

- (1) kept in a good state of repair and well maintained;
- (2) properly painted or treated; and
- (3) otherwise kept in a presentable and tidy condition.

4 Stock

The Licensee is to ensure that at all times no stock or other animals stray on to the Licensed Area or through the Licensed Area on to other property owned by the PTA.

5 No building, stacking or obstruction of views

The Licensee is to ensure that at all times:

- (1) no building or other structure is constructed or allowed to remain; and
- (2) no property is stacked or otherwise stored; and
- (3) no other item of property is installed, positioned or located,

on any part of the Licensed Area if the result is to obstruct the view of any person driving a train or other railway vehicle.

6 Drainage System

If required by the PTA or any other person or Authority responsible for the condition of the railway, as soon as reasonably possible after the Commencement Date the Licensee is to construct a drainage system on the Licensed Area to prevent water damage to the railway line running through or near the Licensed Area. The Licensee

is to construct the drainage system in accordance with the design and specifications stipulated by the PTA. The cost of the drainage system, including the cost of complying with the PTA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the drainage system after it is constructed and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

7 Firebreaks

The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

8 Telephone Pole

Deliberately Deleted

9 Telecommunications Cable

The Licensee is not to interfere with or disturb any telecommunications cable on the Licensed Area and is to prevent any other person interfering with or disturbing any such telecommunications cable.

10 Fences

If required by the PTA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of the PTA. And it is mutually agreed to comply with Brookfiel Rail requirements

Fencing will be constructed by Licensee to a minimum standard of steel post & ring lock and installed along the Rail Corridor boundary to ensure separation from the open area of the lease and the operational rail line

11 Environmental Obligations

11.1 **Definitions**

In this clause:

- (1) **Authorisation** includes a consent, declaration, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency, including any renewal or amendment;
- (2) **Contamination** means the presence of a substance in, on or under water or land at a concentration above the concentration at which the substance is normally present in the same locality, being a concentration that presents, or has the potential to present, a risk of harm to human health, the Environment or any Environmental Aspect;
- (3) **Environment** has the same meaning as that term is defined in the *Environmental Protection Act* 1986 (Western Australia) (as amended);
- (4) **Environmental Aspect** means in respect of any area:

- (a) each interaction of any activity on the area or of the area itself within the Environment;
- (b) each of the following aspects of that area;
- (c) heritage items on the land within the area or heritage values or significance of the area or anything on it;
 - the flora and fauna in the area including threatened species, populations or ecological communities or their habitats in the area;
 - (ii) critical habitat in the area;
 - (iii) the propensity of the area to be affected by natural disasters such as bushfires, flooding or geotechnical characteristics of the area or any structures on it; and
- (d) the zoning or permissible uses of the area.
- (5) **Environmental Expert** means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm;
- (6) **Environmental Harm** means any serious or material harm, damage or detriment to the Environment or an Environmental Aspect which is not Pollution or Contamination;
- (7) **Environmental Law** means any law relating to any aspect of the Environment or health or having as its objective the protection or enhancement of the Environment or any Environmental Aspect;
- (8) **Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise and in connection with any Environmental Law;
- (9) Government Agency means:
 - (a) a government or government department or other government body;
 - (b) governmental, semi-governmental, or judicial person, entity or authority; or
 - (c) a person (whether autonomous or not) who is charged with the administration of any law.
- (10) **Pollution** means any unauthorised alteration of the Environment or an Environmental Aspect to its detriment or degradation which involves the release of any substance, the discharge of waste, an emission of noise, odour or electromagnetic radiation or the transmission of electromagnetic radiation;
- (11) **Relevant Land** means the Licensed Area and the Surrounding Land;

- (12) **Remediation Date** means the earlier of:
 - (a) the date on which the Licensee assigns this Licence;
 - (b) the date on which the Term of this Licence expires; or
 - (c) 60 days after this Licence is terminated.
- (13) **Remedial Work** means any work to restore land affected by Contamination, Pollution or Environmental Harm, including to:
 - (a) remove, destroy or reduce;
 - (b) dispose of or disperse;
 - (c) contain or encapsulate;
 - (d) treat;
 - (e) manage (including restrict or prohibit access to or use of the affected land); or
 - (f) abate or control,

any Contamination, Pollution or Environmental Harm and to remove or minimise any risk or potential risk it presents to human health, the Environment or any Environmental Aspect;

(14) **Surrounding Land** means any land adjacent to or in the vicinity of the Licensed Area.

11.2 Licensee's obligations

The Licensee must:

- (1) obtain any Authorisation required for the Permitted Use, before that use is undertaken and must keep all such Authorisations in full force and effect throughout the Term;
- use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation held by the Licensee in accordance with paragraph (1) and any other Authorisation provided to the Licensee by the PTA:
- (3) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of:
 - (a) an Authorisation relating to:
 - (i) the Licensed Area; or
 - (ii) any conduct or activity relating to the Permitted Use, or

- (b) any Authorisation from time to time relating to the Relevant Land when a copy of such Authorisation is provided by the PTA to the Licensee:
- (4) not cause or allow Pollution, Contamination, or Environmental Harm to occur in, on or under the Relevant Land and if any of those do occur the Licensee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the PTA;
- (5) notify the PTA immediately on becoming aware of:
 - (a) the existence of any Contamination affecting the Relevant Land;
 - (b) any Pollution affecting the Relevant Land;
 - (c) the making of a complaint to any person, including but not limited to, the Licensee or the commencement of proceedings against the Licensee relating to an alleged failure by the Licensee to comply with an obligation under an Environmental Law or Authorisation; or
 - (d) an Environmental Notice being served on the Licensee or any other person which relates to or arises from the Licensee's use of the Licensed Area:
- (6) at the Licensee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Licensee's use of the Licensed Area, whether the notice is served on the PTA or the Licensee;
- (7) provide to the PTA on demand, copies of all Authorisations relating to the Licensee's use of the Licensed Area.

11.3 No representation or warranty in respect of Contamination, Pollution or Environmental Harm

The PTA makes no warranties or representations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land. The Licensee relies on its own investigations concerning the existence or non-existence of Contamination. Pollution or Environmental Harm on the Relevant Land.

11.4 Licensee to Remediate at end of Term

- (1) If the Licensee does not comply with clause 11.2, the Licensee must, at its cost, perform any necessary Remedial Work in relation to the Relevant Land by the Remediation Date.
- (2) The PTA may direct the Licensee to, at the Licensee's expense, engage an Environmental Expert to certify that the Licensee has completed the Remedial Work in accordance with paragraph (1).
- (3) If the PTA terminates this Licence, or the Licensee fails to comply with this clause 11.4, the PTA may engage an Environmental Expert to do those things outlined in this clause 11.4 at the Licensee's expense and the Licensee

indemnifies the PTA against all costs incurred by the PTA under this paragraph (3).

- (4) The Licensee's obligations in this clause 11.4 survive termination of this Licence.
- (5) To the extent that the Licensee's obligation under this Licence is to perform Remedial Work that the PTA or another person would otherwise be responsible for under any Environmental Law, the Licensee must do everything necessary to transfer that responsibility from the PTA or that other person to the Licensee in accordance with any Environmental Law.

11.5 **Environmental Release**

The Licensee releases the PTA from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time.

12 Termination before end of Term

12.1 **Notice of Termination**

Notwithstanding any other provision of this Licence if a party wants to terminate this Licence before the end of the Term for any reason, that party may terminate this Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given unless the other party agrees to a shorter period. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

12.2 **On termination**

On the termination date, this Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to the PTA.

12.3 Liability for payment and obligations

The Licensee remains liable for the payment of all money due under this Licence and to comply with its other obligations under this Licence until the termination date, and in the case of obligations which are expressed to survive the termination of this Licence, until they have been met.

13 Increase in Licence fee on Change in Use

If at any time the Licensee requests the PTA to allow the Licensee to change the Permitted Use, the PTA may, as a condition of agreeing to that request, require that the Licensee fee be increased from a date (after the Licensee's request) stipulated by the PTA and that this Licence be otherwise varied in the manner required by the PTA. The Licensee is responsible for and must pay the PTA's reasonable costs incurred as a result of any change of the Permitted Use and anything required under this clause.

14 Access

14.1 Access Location

If any part of the land owned by the PTA and adjoining the Licensed Area is shown on the plan attached to the Licence as available for the purpose of access to and from the Licensed Area, the Licensee may use that part, subject to this clause 14. The Licensee may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.

14.2 Compliance with directions

The Licensee is to promptly comply with directions given by the PTA concerning the use of the land referred to in this clause for access purposes.

14.3 Application of indemnity

Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Licensee for access purposes as if that land forms part of the Licensed Area.

14.4 Non-Liability

The PTA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by the PTA or by an employee or agent or other person under the control of the PTA.

15 Access to Services

The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

16 Redecoration

The Licensee is to redecorate the interior of any building on the Licensed Area to the reasonable satisfaction of the PTA at least once in every period of Ten years from the Commencement Date. Redecoration of the building includes replacing floor coverings, wall coverings (including wall tiles) curtains, blinds, lights and other furnishings which are worn or damaged, repainting all surfaces previously repainted with at least 2 coats of high quality paint in colours approved by the PTA and otherwise treating all surfaces in the manner previously treated.

17 Goods and Services Tax

17.1 **Definitions**

Unless otherwise stated, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Licence fee and Outgoings or other money payable to the PTA for goods or services or property.

Supply means a good or service or property supplied under this Licence, including but not limited to the Licensed Area, and other goods or services or property the cost of which comprises part of the Outgoings.

17.2 Licensee must pay GST

The Licensee must pay to the PTA the amount of any GST the PTA pays or is liable to pay on a Supply.

17.3 Licensee must pay GST at same time

The Licensee must pay to the PTA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that Supply, including in relation to Licence fee, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.

17.4 Prices do not include GST

The price for each Supply, including Licence fee, fixed or determined under this Licence does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Licence.

17.5 **Apportionment of GST**

Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee's Contribution to Operating Expenses is determined.

17.6 Statement of GST paid is conclusive

A written statement given to the Licensee by the PTA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

18 Electrical Work

18.1 Landlord's consent

The Licensee must not carry out any electrical work in or upon the Licensed Area without the prior written consent of the PTA, such consent not to be unreasonably withheld.

18.2 Licensed Electrical contractor

The Licensee must ensure that any electrical work carried out in or on the Licensed Area:

(1) is performed by an electrical contractor who is duly qualified and licensed as required by all relevant acts, regulations and by-laws; and

(2) complies with all requirements of any statute (State or Federal) regulation or by-law relating to the work and is carried out in accordance with best industry practice.

19 Holding over

If the Licensee continues to occupy the Licensed Area after the end of the Term with the consent of the PTA:

- (1) the Licensee is a monthly Licensee of the Licensed Area: and
- the monthly licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and
- (3) all the provisions of this Licence apply to the monthly tenancy except any option to extend the Term.

20 Graffiti

The Licensee must remove all graffiti appearing on the Licensed Area after the Licensee becomes aware of it, or is made aware of it by the PTA, within the following periods:

- in the case of offensive or obscene graffiti 1 hour;
- (2) in the case of other graffiti 24 hours.

PTA General Licence Terms

These terms may be incorporated in any licence granted by the PTA.

Words which are defined at the end of these the PTA General Licence Terms have an initial capital letter.

1 Term

1.1 Term Specified in the Schedule

The Licence is granted for the Term specified in Item 5 of the Schedule, subject to clause 1.2.

1.2 Immediate Termination by the PTA

Without limitation, the PTA may terminate the Licence by notice to the Licensee at any time that:

- (1) the PTA determines in the PTA's discretion that the Licensed Area is required for the provision of services or other use or uses for the benefit of the general public; or
- (2) the Licensee does not comply with the Licensee's Obligations in the Licence.

1.3 **No compensation**

No compensation is payable by the PTA to the Licensee if the PTA terminates the Licence under clause 1.2.

2 Licence fee and Outgoings

The Licensee is to pay the Licence fee and the Outgoings to the PTA as specified in the Schedule.

3 Assignment and sub-letting

3.1 No interest to be created without consent

The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.

3.2 Requirements

If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.

If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 3.1 applies accordingly.

3.3 Exclusion of statutory provisions

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to the Licence.

3.4 Costs and expenses

The Licensee is to pay to the PTA on demand all fees and expenses incurred by the PTA in connection with a proposed assignment or sub-licence.

4 Use of Licensed Area

4.1 Permitted Use

The Licensee must use the Licensed Area only for the Permitted Use and the Licensee must not use the Licensed Area for any other purpose unless the PTA consents.

4.2 Licensee's own enquiries

The Licensee acknowledges that it has relied on its own enquiries as to how the Licensed Area may be used and not on any representation from the PTA.

4.3 Approval for Use

The Licensee must obtain all approvals required from all Authorities for the Permitted Use and if requested must give a copy of any such approval to the PTA.

4.4 No Warranty by the PTA

The PTA does not warrant that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. To the extent permitted by law, any warranty in relation to the Licensed Area which is implied by law is excluded and does not apply to the Licence.

5 Insurances

In respect of insurances required by the Licence, the Licensee must:

- (1) give the PTA a certificate of currency whenever requested by the PTA;
- (2) pay each premium before the due date; and
- (3) give notice to the PTA immediately if an event occurs which may give rise to a claim under any of the insurances or which could adversely affect any of them or if any insurance is cancelled.

Without limitation, if the Licensee does not comply with the obligation to take out and maintain any insurance required by the Licence, the PTA may take out and maintain that insurance and the Licensee must pay all costs incurred by the PTA in doing so on demand.

6 Indemnity

6.1 **By the Licensee**

The Licensee indemnifies the PTA against any cost, expense, loss or other liability resulting from:

- (1) any loss or damage to the Licensed Area or other property; or
- (2) the death of or injury to or illness of any person,

caused by:

- (3) any act, negligence or default of the Licensee or the Licensee's Employees, Agents and Visitors; or
- (4) any danger created by the Licensee or the Licensee's Employees, Agents and Visitors.

6.2 PTA not liable

The PTA is not liable for any cost, expense, loss or other liability resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Licensed Area unless caused by the negligence of the PTA or any employee or agent of the PTA.

7 Compliance with laws and requirements

The Licensee must comply with all requirements of any Authority and all laws in connection with the Licensed Area, the Licensee's Property and the Licensee's Activities.

8 Maintenance, repair and alteration

8.1 **Maintenance and repair**

The Licensee must at all times:

- (1) keep and maintain the Licensed Area in a clean and tidy condition and promptly remove any rubbish or waste;
- (2) maintain all authorised signs in or attached to the Licensed Area in good condition;
- (3) maintain any drains and pipes on the Licensed Area in a clean and free flowing condition; and
- (4) keep the Licensee's Property in good repair and condition.

8.2 No interference with Services

The Licensee must not modify or interfere with the Services serving the Licensed Area or any equipment connected to those Services.

8.3 Alterations to the Licensed Area

The Licensee must not make any alteration or addition to the Licensed Area unless the PTA consents.

8.4 Damage to the Licensed Area

The Licensee must not cause or allow damage to the Licensed Area.

8.5 **Building work**

In carrying out its obligations to maintain the Licensed Area in good condition and to redecorate and if making any alterations or additions to the Licensed Area the Licensee must:

- (1) before carrying out any building work, obtain the PTA's approval to the plans and specifications for the work;
- (2) (if the PTA consents) comply with any conditions of consent and also comply with the requirements of any Authority and all laws and standards which apply to the work at the time the work is carried out; and
- (3) carry out the work in a safe and proper manner.

9 Licensee's general obligations

9.1 **Positive obligations**

The Licensee must:

- (1) carry out all Licensee's Activities in the Licensed Area in a safe and proper manner;
- (2) install and maintain in safe working order residual current fee devices to all fixed electricity supply sockets in the Licensed Area which may be used for portable or hand held electrical equipment in accordance with the Occupational Safety and Health Regulations 1996;
- immediately comply with the PTA's directions for the purpose of protecting property or persons in the Licensed Area;

9.2 **Negative obligations**

In connection with the Licensed Area, the Licensee must not:

- (1) do anything which is offensive or a nuisance;
- (2) interfere with or obstruct access to the Services;
- use facilities in or near the Licensed Area, including the toilets and drains, for any improper purpose;
- (4) put up any signs, notices or advertisements without the PTA's consent.

10 PTA's Entry Rights

The PTA may at any reasonable time and without the need for prior notice enter the Licensed Area with or without workmen, plant, equipment and materials to:

- (1) inspect the state of repair of the Licensed Area;
- (2) verify that the Licensee is complying with the Licensee's Obligations;
- (3) maintain, repair or alter the Licensed Area or the Services;
- (4) carry out structural alterations or other works to the Licensed Area required by the PTA or an Authority; and
- (5) remove harmful substances.

11 Termination for Default

If at any time:

- (1) any money payable by the Licensee remains unpaid for 14 days after becoming due; or
- the Licensee is in breach of any other Licensee's Obligation for more than 14 days after notice has been given to the Licensee of the breach;
- a judgment, order or an encumbrance is enforced, or becomes enforceable against the Licensee's interest in the Licensee's Property; or
- (4) an Insolvency Event occurs in respect of the Licensee,
- (5) the Licensee abandons the Licensed Area or otherwise repudiates the Licence,

the PTA may terminate the Licence by re-entering the Licensed Area without notice or by notice to the Licensee.

12 Licensee's Obligations on termination

12.1 Licensee to vacate

Immediately on the termination of the Licence for any reason, the Licensee must vacate the Licensed Area, remove the Licensee's Property and make good to the satisfaction of the PTA any damage caused by that removal.

12.2 Non-removal

The obligation to remove the Licensee's Property in clause 12.1 does not apply to any buildings, improvements or other fixtures which the PTA requires, by notice to the Licensee, not to be removed.

12.3 Removal of Licensee's Property

If the Licensee does not comply with clause 12.1, the PTA may remove the Licensee's Property from the Licensed Area and dispose of it in any manner.

13 Costs, expenses, duties and fees

The Licensee must pay or reimburse the PTA on demand for all the PTA's costs and expenses, including legal costs and expenses and consultants and agents fees, in relation to the preparation of the Licence.

14 Interpretation

14.1 **Definitions**

In these PTA General Licence Terms and in the Licence:

- (1) **Authority** means any governmental or other public body, local authority or other authority of any kind.
- (2) **Commencement Date** means the commencement date of the Term stated in the Licence.
- (3) **Insolvency Event** means the happening of any of the following events in relation to the Licensee:
 - (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
 - (b) it becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);
 - (c) the appointment of a controller, as defined by the Corporations Act 2001, in respect of any of its assets;
 - (d) it is wound up or dissolved:
 - (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
 - (f) it is, or is deemed to be or is presumed by law to be insolvent or unable to pay its debts; or
 - (g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001*.
- (4) **Licence** means any licence which incorporates these PTA General Licence Terms.
- (5) **Licensed Area** has the meaning given in Item 4 of the Schedule.
- (6) **Outgoings** means the outgoings referred to in Item 7 of the Schedule.
- (7) **Permitted Use** means the use of the Licensed Area stated in the Licence.
- (8) **PTA's Property** means all the plant and equipment, fixtures, fittings, furniture including curtains, blinds and lights in or fixed to the Licensed Area that are not the Licensee's Property, including any items specified in the Schedule.
- (9) **Licence fee** means the annual licence fee stated in the Licence.

- (10) **Services** means services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire sprinkler system.
- (11) **Licensee** means the person stated in the Licence as the Licensee including successors and any assignee or sub-Licensee.
- (12) **Licensee's Activities** any activities of the Licensee in connection with the Licensed Area.
- (13) Licensee's Employees, Agents and Visitors means each of the Licensee's employees, agents, contractors, service suppliers, sub-lessees, licensees, other visitors, and any other person who at any time is on the Licensed Area with the consent of the Licensee.
- (14) **Licensee's Obligations** means the obligations of the Licensee in the Licence.
- (15) **Licensee's Property** means any buildings, improvements, other fixtures, and any plant or equipment, fittings, furniture and furnishings or other property which the Licensee constructs on or installs in or fixes to the Licensed Area or brings on to the Licensed Area.
- (16) **Schedule** means the Schedule in the Licence.
- (17) **Term** means the term specified in the Licence.

14.2 Interpretation Rules

In these PTA General Licence Terms and the Licence, unless otherwise stated:

- (1) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the Licence;
- (2) the singular includes the plural and vice versa;
- (3) the word person includes a firm, a body corporate, an unincorporated association or an Authority:
- (4) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (5) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period, and
- (6) a reference to a month is to a calendar month;
- (7) where the word 'including' or 'include' is used, it is to be taken to be followed, where the context permits, by the words: 'but not limited to'; and
- (8) a reference to the PTA includes any person authorised by the PTA to represent the PTA in connection with the Licence.