



CEO ATTACHMENT BOOKLET FOR SPECIAL COUNCIL MEETING

9 December 2022 at 5:00pm

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Co-operative Bulk Handling Ltd
ABN 29 256 604 947
Level 6, 240 St Georges Terrace
Perth WA 6000 Australia
GPO Box L886
Perth WA 6842 Australia
Telephone
+61 8 9237 9600
Grower Service Centre
1800 199 083
cbh.com.au

29 November 2022

Gary Cosgrove
President
Mingenew Shire

cosyfarm@westnet.com.au
cc: ceo@mingenew.wa.gov.au

RE: Temporary lupin storage at old iron ore pad

Dear Gary,

As discussed, I am keen to ensure CBH has potential options for further storage at Mingeneew in case we run out of storage room at the receival site this harvest.

If possible, CBH would like to explore with the Shire the potential for temporary storage of lupins on the old iron ore pad near the old railway station.

We would ensure:

- 1) the area is sealed with a dust suppressant, similar to what has been used at the Mingeneew temporary bulkheads
- 2) the storage is only available for lupins
- 3) we would avoid the southern area of the site where truck currently park and
- 4) the site would be outloaded as soon as possible after harvest.

CBH will be doing all we can to fit tonnes into the current storage at the site, but it would be very useful to have this as an option if we find we need further space.

Thank you sincerely for the consideration and we look forward to hearing further about the response from the community. If you need any further information, please contact me on 0400 492 411.

Kind regards

A handwritten signature in blue ink, appearing to be "Brianna Peake", written in a cursive style.

Brianna Peake
Geraldton Zone General Manager



Shire of Mingenew

and

Co-operative Bulk Handling Ltd

LICENCE TO OCCUPY AGREEMENT

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on the ninth day of December, 2022.

PARTIES

SHIRE OF MINGENEW of PO Box 120, Mingenew, Western Australia ("the Shire");

and

THE PERSONS OR ORGANISATIONS DESCRIBED IN ITEM 1 OF THE SCHEDULE ("the Association").

IN THIS AGREEMENT:-

"Premises" means the premises described in Item 2 of the Schedule including all Shire's improvements located there from time to time;

"Association" means the Association described in Item 1 of the Schedule including any lawful subscriber to the Association.

"GST" means any goods or services tax payable under the provisions of A New Tax System (Goods and Services) Act 1999 as amended.

BY THIS LICENCE AGREEMENT:

1. GRANT OF THE LICENCE

- 1.1 By this Agreement, the Shire grants a non-exclusive Licence to the Association to enter upon and use the Premises described in Item 2.
- 1.2 The Association is restricted to using the Premises under this Agreement for the purposes set out in Item 3 in the Schedule.
- 1.3 This Licence will commence from the date set out in Item 4 in the Schedule and described in this Agreement as the Commencement Date.

2. FEES AND CHARGES PAYABLE

- 2.1 The Association will pay to the Shire a Licence Fee as set out in Item 5 of the Schedule. The Licence Fee will be paid within 30 days after the Commencement Date.
- 2.2 In addition to the above, the Association will also pay all GST applicable to any fee or charge made under this Agreement, or any service supplied to the Association under the provisions of this Agreement.
- 2.3 The Association will not have access to power and water for this site. Should water and power become available, the association will pay to the Shire within thirty (30) days of receipt of a written notice by the Shire of any Western Power and Water Corporation consumption account levied for the Premises. The Association acknowledges that the Shire may, upon the Association failing to pay the accounts within NINETY (90) days of receipt of the said notice, disconnect the supply of electricity until the account is paid.

3. ASSOCIATION'S COVENANTS

While this Licence Agreement continues the Association covenants with the Shire as follows:

3.1 To Maintain and Repair

- 3.1.1 To maintain repair and keep the whole of the Premises in good and substantial repair working order and condition except for damage by fire, lightning, flood, storm, tempest, earthquake, or Act of God, and allowing for fair wear and tear.
- 3.1.2 To keep the whole of the Premises in a clean, tidy and dust free state to the reasonable satisfaction of the Shire.
- 3.1.3 To keep in good order and repair all facilities equipment and things forming part of the Premises and to replace at the Association's cost all worn or broken parts including but not limited to plumbing, electrical and like equipment.

3.2 Statutory Obligations

- 3.2.1 To comply at all times with all Acts of Parliament, local laws and rules and regulations of same including but not limited to those related to the Local Government Act 1995, the Public Health Act 2016, and the Environmental Protection Act 1986.
- 3.2.2 To comply with every reasonable order or requisition made with respect to the Premises by any lawful authority having the control or supervision of any parts of the Premises, including but not limited to electrical, sewerage and plumbing connections.

3.3 Indemnity

To keep the Shire indemnified in respect of any of the matters referred to in the preceding clauses save for any structural alterations requirements not caused by or contributed to by the Association's occupation or use of the Premises.

3.4 Alterations or Installations

3.4.1 Not to make any alterations or additions to the Premises without the prior written consent of the Shire, and subject always to the requirements of the Shire.

3.4.2 Not to install any water gas or electrical fixtures equipment, or appliances or apparatus plant or equipment within the Premises without the prior written consent of the Shire, and subject always to the requirements of the Shire.

3.5 Assignment and Sub-Letting

Not to assign charge or sublet the Premises or any part of it to a third party and the Association acknowledges that this is a non-exclusive licence granted personally to the Association under the terms set out in this Agreement.

3.6 Viewing State of Repair

To allow the Shire to enter upon the Premises and inspect it, and the Association acknowledges that the Shire may serve upon the Association written notice of any defect requiring repair or attention of which the Association has responsibility under this Agreement.

3.7 Structural Alterations

To allow the Shire at all reasonable times to enter upon the Premises to make such structural alterations to the Premises as the Shire considers appropriate on the understanding that the Shire will use all reasonable endeavours in the exercise of that power to minimise any inconvenience to the Association.

3.8 Plumbing

To operate all plumbing fixtures and facilities within the Premises in proper fashion and to avoid any damage or blocking of same, or other form of neglect or misuse.

3.9 Dangerous Materials

Not to store any dangerous materials of any kind on the Premises other than reasonable quantities of cleaning agents and other substances reasonably essential for the purposes for which this Licence is granted.

4. INSURANCE

4.1 The Association will affect and maintain at all times during the term of this Licence a Public Risk Insurance Policy in the name of the Association for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one claim, or any greater sum as the Shire may reasonably require.

4.2 The Association will not permit to be done any act or thing which may cause any insurance affecting the Premises to be cancelled or avoided.

4.3 Whenever reasonably requested by the Shire to do so, the Association will produce evidence of currency of public risk and other insurances and the Association acknowledges that it is responsible for taking out and maintaining insurance over all

items contained within the Premises owned by the Association.

5. GENERAL RELEASE

- 5.1 The Association will use and occupy the Premises at the risk of the Association at all times and the Association hereby releases the Shire to the fullest extent permitted by law from all claims or demands of any kind resulting from any accident damage or injury which may occur within or in proximity to the Premises, except to the extent that any accident damage or injury shall have been caused by proven negligence on the part of the Shire, its employees and agents.
- 5.2 The Association expressly agrees that except as above the Shire will not be responsible for any loss or damage to fixtures or other property of the Association.

6. GENERAL INDEMNITY

The Association will at all times indemnify and keep indemnified the Shire against all legal actions demands claims orders losses or expenses of any kind which the Shire may incur or suffer arising out of any occurrence upon or use by the Association of the Premises, including a full indemnity for all loss or damage resulting from negligent use or misuse of any services to or property or equipment located in or about the Premises.

7. USE OF THE PREMISES

- 7.1 During the term of this Licence the Association will ensure that neither it nor any of its members or others invited into or allowed in the Premises will: -
- 7.1.1 carry on or be allowed to be carried on in or about the Premises any noxious illegal or offensive trade, act, occupation or undertaking;
 - 7.1.2 permit any person to sleep on or about the Premises;
 - 7.1.3 cause any annoyance nuisance damage or disturbance to the owners or occupiers of adjacent premises;
 - 7.1.4 carry on any trade or business including any auction sales involving any commercial element without the prior written approval of the Shire;
 - 7.1.5 Use the Premises for any purposes other than those specifically set out in Item 3 in the Schedule.
- 7.2 The Association further acknowledges that the Shire may allow the Premises to be used free of charge by the Shire for any group or body or person authorised by the Shire from time to time, provided that there is no conflict with the reasonable requirements of the Association under this Licence.

8. GOOD BEHAVIOUR

The Association will ensure that all persons on the Premises are well behaved and the Association will take all steps necessary to prevent disorderly behaviour or vandalism or the use of profane or indecent language, and in any event to prevent disturbances nuisance or

noise arising from the use of the Premises.

9. SIGNS

The Association will not erect or affix any signs to the Premises either inside or out without the prior written approval of the Shire which approval will not be unreasonably withheld, and any signs so erected must be kept in good repair order and condition.

10. DEFECTS

Whenever the Association becomes aware of any danger or defect in any way associated with or related to the Premises the Association will promptly advise the Shire of same and observe all lawful directions of the Shire as to what to do in relation to that defect or danger.

11. RIGHTS OF THE ASSOCIATION

11.1 Entry

11.1.1 The Association shall not have discretion to levy charges for use of the Premises by other persons or groups and the Shire acknowledges that such charges collected by the Association will be the property of the Association.

11.1.2 The Shire and other persons or groups as reasonably designated by the Shire shall be allowed access to the Premises with reasonable notice and at no charge it being acknowledged in each case that the Association has first right of access to the Premises.

11.2 Community Use

The Association acknowledges that use of the Premises by community organisations will occur from time to time and that their safety will need to be managed through isolation of the association's operation on site.

12. PROTECTION OF TREES AND SHRUBS

The Association will not cause the removal of trees or shrubs located on or adjacent to the land upon which the Premises is located and will ensure that any lawns gardens or landscaped areas surrounding the Premises are kept well maintained, watered, and in good condition.

13. ALCOHOL

The Association must not at any time sell or supply alcohol from the Premises nor allow alcohol to be sold or supplied from the Premises without obtaining the prior consent of the Shire and the Department of Racing, Gaming and Liquor.

14. TERMINATION

Either party may by giving three (3) month's notice in writing to the other state its intention to terminate this Licence, and upon expiration of that period the Licence shall be terminated.

15. **NO REPRESENTATION**

The Association acknowledges that the Shire is making no representation that the Premises are fit for any purpose. The Association must make its own enquiries and satisfy itself as to the suitability of the Premises for its own purposes.

16. **IMPROVEMENTS**

The Shire acknowledges and agrees that all improvements placed in upon the Premises by the Association shall at all times be and remain the property of the Association unless abandoned at the expiration of this Agreement.

17. **ASSOCIATION'S OBLIGATION TO REMOVE IMPROVEMENTS**

At the expiration of this Agreement the Association shall yield up the Premises in the order and condition described in clause 3.1 hereof and remove from the Premises all the Association's fixtures fittings and additions which the Shire requires to be removed.

THE SCHEDULE

Item 1	Association:	Co-operative Bulk Handling Ltd
Item 2	Premises:	Land being Lot 4 on Deposited Plan 056161 and being that portion hatched on the plan attached to this agreement.
Item 3	Purpose:	Lupin Storage
Item 4	Term:	Maximum 12 months.
	Commencement Date:	9 December 2022
	Expiry Date:	8 December 2023
Item 5	Licence Fee:	\$50,000 payable within 30 days
Item 6	Additional Terms & Conditions:	
		1) The Association shall submit a dust management plan on commencement.
		2) The Association shall submit a site management plan on commencement.
		3) The Southern area of the site will remain for use as truck parking
		4) The site will be outloaded and decommissioned prior to the licence term expiry date.

EXECUTED as a Deed

The Common Seal of the)
Co-operative Bulk Handling Ltd)
was hereunto affixed in the presence of:)

Chairperson

Secretary

Signed by the **SHIRE OF MINGENEW**
pursuant to s.9.49A(4) of the Local Government Act 1995
by it's Authorised Person.

Matthew Gerard Fanning
Chief Executive Officer



Co-operative Bulk Handling Ltd
ABN 29 256 604 947
Level 6, 240 St Georges Terrace
Perth WA 6000 Australia
GPO Box L886
Perth WA 6842 Australia
Telephone
+61 8 9237 9600
Grower Service Centre
1800 199 083
cbh.com.au

5 December 2022

Gary Cosgrove
President
Mingenew Shire

cosyfarm@westnet.com.au
cc: ceo@mingenew.wa.gov.au

RE: Further temporary storage at Mingeneew receival site lot 202 DP 419513

Dear Gary,

As discussed, I am keen to ensure CBH has potential options for further storage at Mingeneew in case we run out of storage room at the receival site this harvest.

If possible, CBH would like to explore with the Shire the potential for further temporary storage to the west of the current temporary bulkheads at the north of the site.

The area is on CBH owned land, lot 202 DP 419513 and will be graded to a suitable standard to use for inloading and outloading. The intention at this stage is to utilise the area to provide additional wheat storage for this harvest.

CBH will be doing all we can to fit tonnes into the current storage at the site, but it would be very useful to have this as an option if we find we need further space.

Thank you sincerely for the consideration and we look forward to hearing further about the response from the community. If you need any further information, please contact me on 0400 492 411.

Kind regards

A handwritten signature in blue ink, appearing to read "Brianna Peake", with a long, sweeping horizontal stroke extending to the right.

Brianna Peake
Geraldton Zone General Manager