



## AGENDA

For The  
Ordinary Meeting of Council  
To Be Held At

Thursday 20 August 2020

At 5:00pm

Council Chambers  
39 Bannister Rd, Boddington

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1. DECLARATION OF OPENING:

I acknowledge that this meeting is being held on the traditional lands of the Noongar people.

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:

2.1.1	Attendance
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2.1.2	Apologies
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Cr Smalberger

2.1.3	Leave of Absence
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Nil at this time.

3. DISCLOSURE OF FINANCIAL INTEREST:

Nil at this time.

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil at this time.



4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/  
SUBMISSIONS:

Nil at this time.

6. CONFIRMATION OF MINUTES:

6.1.1 Ordinary Meeting of Council held on Thursday 16 July 2020

That the minutes of the Ordinary Meeting of Council held on Thursday 16 July 2020 be confirmed as a true record of proceedings.

6.1.2 Ordinary Meeting of Council held on Thursday 18 June 2020

At the Ordinary Meeting of Council held 16 July 2020 Mr Rod McSwain requested that the minutes of the Ordinary Meeting of Council held 18 June 2020, be amended to change the wording recorded for two of his questions. Mr McSwain requested that the wording of the question starting with "Did you say ... after 2018" be reworded as per the handout he gave to the minute taker after the Council meeting. The June 2020 minutes have been amended as requested. He also asked that the question beginning "*If this council*" change from "*community*" to "*ratepayers*". A check of both the audio and the written copy of the questions revealed that whilst the written question said "*ratepayers*" in the audio he said "*community*" so the minutes were as per the question he asked of the council and therefore the minute remains unchanged.

The Council left the minutes of the Ordinary Meeting held 18 June 2020 unconfirmed so that Mr McSwain's queries could be checked. The minutes amended as reported above are now submitted for confirmation.

That the minutes of the Ordinary Meeting of Council held on Thursday 18 June 2020 be confirmed as a true record of proceedings.

## 7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION:

Nil at this time.

## 8. REPORTS OF OFFICERS AND COMMITTEES:

### 8.1.1 Shire of Boddington Local Planning Scheme No. 3 – consideration of submissions

Location:	Applies throughout the district
File Ref. No:	LNUP005
Disclosure of Interest:	Edge Planning & Property receive planning fees for advice to the Shire therefore declare a Financial Interest – Section 5.70 of the <i>Local Government Act 1995</i>
Date:	13 August 2020
Author:	Steve Thompson
Attachments:	8.1.1A Submissions 8.1.1B Schedule of Submissions

#### Summary

**To consider submissions, to seek Council support for Local Planning Scheme No. 3 and seek final approval from the Minister for Planning.**

#### Background

##### *A) Introduction*

The purpose of this report is for Council to consider the submissions made on the draft *Shire of Boddington Local Planning Scheme No. 3* (LPS3) and to consider supporting LPS3, for the purpose of seeking final approval from the Minister for Planning.

Finalisation (gazettal) of LPS3 will result in the current *Shire of Boddington Local Planning Scheme No.2* (LPS2) being revoked. LPS2 was gazetted on 21 February 1997 and has been amended on various occasions.

The draft LPS3 text comprises a set of written provisions and standards that regulate the use and development of land zoned and reserved under the scheme. The LPS3 maps allocate all land within the district into either a Zone or Reserve.

The publicly advertised draft LPS3 text is outlined at [https://www.boddington.wa.gov.au/Profiles/boddington/Assets/ClientData/Draft\\_SOB\\_LP\\_S\\_No\\_3\\_text\\_publicly\\_advertised\\_version.pdf](https://www.boddington.wa.gov.au/Profiles/boddington/Assets/ClientData/Draft_SOB_LP_S_No_3_text_publicly_advertised_version.pdf) while the draft LPS3 maps (6 sheets) are at [https://www.boddington.wa.gov.au/Profiles/boddington/Assets/ClientData/Draft\\_SOB\\_LP\\_S\\_No\\_3\\_maps\\_public\\_advertised\\_version.pdf](https://www.boddington.wa.gov.au/Profiles/boddington/Assets/ClientData/Draft_SOB_LP_S_No_3_maps_public_advertised_version.pdf)

In accordance with the *Planning and Development Act 2005* and the *Planning and Development (Local Planning Scheme) Regulations 2015* (to be called the 'Regulations'), a local government is required to review its scheme every 5 years. Usually, this has resulted in modest changes/amendments to LPS2 to ensure the scheme is 'fit for purpose'. However, the introduction of the Regulations and the finalisation of the *Shire of Boddington Local Planning Strategy* have necessitated the requirement for a new scheme.

A Local Planning Scheme is the statutory planning instrument used by local government to regulate zoning, land use and development.

### *B) Planning framework to support LPS3*

Draft LPS3 builds on various changes to the State, regional and local planning framework over the past decade along with changes to community expectations, increased efforts to diversify and grow the local economy and the approach to bushfire management. At a local level, LPS3 references relevant components of documents such as the Local Planning Strategy, *Shire of Boddington Floodplain Management Study*, bushfire assessments, changes to the mining buffer and biodiversity conservation initiatives.

### *C) Key changes between LPS2 and draft LPS3*

Some of the changes between LPS2 and draft LPS3 include:

- A modified and considerably expanded mining buffer, with the mining buffer being statutory backed;
- Adding Special Control Areas including for flood risk land, landscape protection and public drinking water catchments;
- Increased support to diverse and grow the local economy;
- Promoting increased densities near the Boddington town centre; and
- Different Zone and Reserve names and different definitions based on the Regulations.

The draft LPS3 is crafted to be as flexible as possible in terms of the range of development/uses that can occur in relevant zones, while providing relevant guidance/controls to guide subdivision and development. LPS3 adopts a risk-based approach and does not require development applications for a wide range of low-key and low-risk development/uses.

### *D) Council resolutions*

The Council at its meeting on 16 July 2020, at Resolution 64/20, resolved:

'That Council Lay the Item on the Table and obtain clarification from planner.'

The reason for the Change to Officer Recommendation: The Council wanted to seek clarification from the Town Planner in regards to comments on mining residues.

The Council at its meeting on 17 September 2013 resolved the following:

'That Council:

1. adopt the draft *Shire of Boddington Local Planning Scheme No. 3* outlined in the separate attachment;
2. forward the draft *Shire of Boddington Local Planning Scheme No. 3* to the Environmental Protection Authority with a request that environmental clearance be given;
3. following the Environmental Protection Authority giving environmental clearance, request that the Western Australian Planning Commission grant consent to advertise the draft *Shire of Boddington Local Planning Scheme No. 3*;

4. when advertising approval is granted, advertise the draft *Shire of Boddington Local Planning Scheme No. 3* in accordance with the *Town Planning Regulations 1967*; and
5. delegate authority to the Shire's Chief Executive Officer to progress matters with the Office of the Environmental Protection Authority, Department of Planning and other stakeholders and make modifications to the *Shire of Boddington Local Planning Scheme No. 3* if directed to by the Western Australian Planning Commission.'

*E) Assessment by the EPA and WAPC*

Following the Council's decision, the Environmental Protection Authority (EPA) confirmed LPS3 would not be assessed (gave its 'environmental clearance') on 28 October 2013.

The Shire administration in September 2013 requested the Western Australian Planning Commission (WAPC) confirm that draft LPS3 is suitable for advertising (to the community and stakeholders). There were delays in progressing draft LPS3 including awaiting the progression of the Local Planning Strategy and implications arising from the Regulations. Following liaising with the Department of Planning, Lands and Heritage (DPLH), the WAPC on 11 October 2019 gave its support for advertising.

*F) Public advertising of draft LPS3*

The Regulations require local planning schemes to be publicly advertised for at least 90 days. The Shire met the requirements of the Regulations by advertising draft LPS3 for a 3 month period (29 November 2019 – 2 March 2020) through:

- Writing to and inviting comments to over 50 stakeholders including adjoining local governments, relevant State Government departments, servicing agencies, community groups and others;
- Placing public notices and details in the Bodd News and the Narrogin Observer on multiple occasions;
- Placing details on the Shire's website and on the Shire's Facebook page; and
- Information being available at the Shire office, local library and DPLH office in Perth.

*G) Submissions*

The Shire received 14 submissions on draft LPS3 which are set out in Attachment 8.1.1A and summarised in the Schedule of Submissions in Attachment 8.1.1B. In summary:

- 10 submissions were from State Government or servicing agencies and are overall supportive;
- No objections and no 'fatal flaws' were identified;
- There is support for industrial development/agri-businesses in the Bannister locality consistent with the Local Planning Strategy;
- There is support for efforts to support economic development and diversify the economy;
- Various matters raised are outside the scope of the LPS3, including the future of the BGM mining camp, and relate to other planning or non-planning processes or other agencies;
- The only agency raising concerns is the Department of Fire and Emergency Services (DFES) which provided a template response. Part of DFES' issue is that DFES did not provide a response on the draft Local Planning Strategy review. The matters raised by DFES were addressed through the Local Planning Strategy review which included

deleting considerable rural living areas where the bushfire guidelines could not be addressed;

- Main Roads (Wheatbelt) and DWER seek to add details to LPS3 which are better suited to other planning tools such as local planning policies;
- SUEZ seek non-Model Scheme Text uses; and
- There was only one requested change to the scheme map. This was for Lot 123 on Diagram 10744 Albany Highway, Bannister which is 3.56 hectares in area (submission No. 12). This change is supported.

### Comment

The Council is requested to assess the submissions made on draft LPS3 and to consider supporting draft LPS3, with or without modification, for the purpose of seeking final approval from the Minister for Planning. It is highlighted that the final decision relating to LPS3 will be made by the Minister for Planning.

Based on a review of the submissions (Attachment 8.1.1A), it is suggested that only modest modifications are required to the publicly advertised version of draft LPS3. The modifications address issues raised in the submissions. The officer recommendation seeks Council to endorse the local government comments and the local government recommendation in the Schedule of Submissions in Attachment 8.1.1B (noting the below comments on the Mineral Processing Residues Disposal Facility use).

Advice and options have been provided to Councillors to address part of the submission from SUEZ seeking to add the use of Mineral Processing Residues Disposal Facility to the Agri-Industry Precinct - Special Use Zone No. 4 (SU4). Possible options are:

- A) Supporting the initial local government response in Attachment 8.1.1B – subject to the Minister for Planning’s decision, this provides scope for SUEZ to seek development approval without first going through a scheme amendment process. While there would be associated environmental assessments, SUEZ would have a right of review (appeal right) for any decision made by the local government or by a Development Assessment Panel.
- B) Supporting the alternative response as outlined in the revised Officer Recommendation. This provides the local government greater oversight in considering the suitability of the Mineral Processing Residues Disposal Facility use. The intent of the revised Officer Recommendation is to not support the inclusion of Mineral Processing Residues Disposal Facility as a land use in SU4 in the gazetted version of LPS3. Should the Minister for Planning accept the Council position, the proposed use would be subject to suitable technical investigations, planning justification, environmental assessment and a scheme amendment request.
- C) Supporting the alternative response as outlined in the revised Officer Recommendation without the inclusion of the following:

‘Subject to suitable technical investigations, planning justification and environmental assessment, the local government will separately consider a scheme amendment request on its merits associated with Mineral Processing Residues Disposal Facility.’

The revised Officer Recommendation is based on Option B.

Should Council agree with the officer recommendation, the DPLH/WAPC will analyse the submissions and the Schedule of Submissions and will prepare a report to the Minister for

Planning. Following obtaining final approval from the Minister, LPS3 will be gazetted (through a notice in the Government Gazette) and become operational and LPS2 will be revoked.

When LPS3 is operational, there will be a need to review Council's adopted local planning policies to ensure they are consistent with LPS3. This includes setting out car parking requirements for new development which is currently within LPS2, however the WAPC seeks to remove car parking standards from LPS3 and address this via a local planning policy.

### Strategic Implications

LPS3, in association with the Local Planning Strategy 2018, will establish Council's local land use planning framework for the district. Accordingly, the finalised LPS3 will have significant implications on development and subdivision in the district along with influencing infrastructure coordination, economic development and managing natural resources.

### Statutory Environment

*Planning and Development Act 2005* and the *Planning and Development (Local Planning Scheme) Regulations 2015*.

The deemed provisions of the Regulations have significant implications on LPS3. For instance, the Regulations set out that a single house which is consistent with the deemed-to-comply requirements of the *Residential Design Codes of Western Australia* does not require development approval from the Shire. This can have amenity impacts in residential areas for certain types of dwellings.

### Policy Implications

Various local planning policies will need to be updated following gazettal of LPS3.

### Financial Implications

The key final cost for the Shire on LPS3 occurs following gaining Minister for Planning final approval through placing the LPS3 text in the Government Gazette.

### Economic Implications

LPS3 provisions have been formulated to support development in the district through supporting the growth and diversity of the local economy along with provision for additional residential, commercial, industrial and tourism growth.

### Social Implications

Land allocations have been made for new residential, rural living and employment development which will provide for the strengthening of the community and the current community services offered.

### Environmental Considerations

LPS3 seeks to conserve environmental assets and promote more sustainable outcomes.

### Consultation

Draft LPS3 has been subject to community and stakeholder consultation in accordance with the Regulations.

### Options

The Council can agree with the officer recommendation, it can propose different modifications or it can defer consideration and require additional information. The final decision on LPS3 will be made by the Minister for Planning.

### Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 8.1.1
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That Council resolves to:

1. Note the submissions outlined in Attachment 8.1.1A.
2. Support the draft *Shire of Boddington Local Planning Scheme No. 3* with modifications to address issues raised in the submissions pursuant to subregulation 25(3)(b) of the *Planning and Development (Local Planning Scheme) Regulations 2015*.
3. Endorse the local government comments and the local government recommendation in the Schedule of Submissions in Attachment 8.1.1B with the following changes to the comments and recommendation relating to Mineral Processing Residues Disposal Facility in submission 7:

The local government seeks to control the range of uses and associated impacts within the Agri-Industry Precinct (SU4), including for disposing of mineral processing residues, given it may create unacceptable human and environmental impacts.

The local government will adopt the precautionary principle given there has been no suitable technical investigations and associated environmental assessment relating to mineral processing residues in SU4.

Additionally, it is questioned whether the proposed use of Mineral Processing Residues Disposal Facility is complementary to the vision for the Agri-Industry Precinct.

Accordingly, the local government does not support adding the proposed use of Mineral Processing Residues Disposal Facility to SU4 as a modification to draft LPS3 given this proposed use was not subject to review by the Environmental Protection Authority or subject to stakeholder or community assessment.

Subject to suitable technical investigations, planning justification and environmental assessment, the local government will separately consider

a scheme amendment request on its merits associated with Mineral Processing Residues Disposal Facility.

~~The use of Mineral Processing Residues Disposal Facility is complementary to other proposed uses for the Agri-Industry Precinct (SU4) and is supported.~~

The proposed use is a non-standard use which is not set out in the Model Scheme Text.

~~It is suggested that Mineral Processing Residues Disposal Facility is defined in clause 59 of LPS3 as follows:~~

~~Mineral Processing Residues Disposal Facility: means premises used for—~~

- ~~a) the disposal by landfill or any other means approved under the Environmental Protection Act 1986 of residues or waste generated by or resulting from mining operations; or~~
- ~~b) the storage of residues or waste generated by or resulting from mining operations for later recovery and re-processing off-site.'~~

4. Submit draft Local Planning Scheme No. 3 (as modified) to the Western Australian Planning Commission requesting that final approval of the Scheme by the Minister for Planning be sought.
5. Delegate authority to the Shire's Chief Executive Officer to progress matters with the Department of Planning, Lands and Heritage and to make modifications to Local Planning Scheme No. 3 if directed to by the Western Australian Planning Commission and/or by the Minister for Planning.
6. Advise submitters of the above and thank them for their input into the process.



## ATTACHMENT 8.1.1A SUBMISSIONS

**Tamsin Hodder**

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**From:** johnsons5a@bigpond.com  
**Sent:** 3 December, 2019 11:45 AM  
**To:** Tamsin Hodder  
**Cc:** 'Steve Thompson'  
**Subject:** RE: ADM0549 invitation to comment LPS 3  
**Attachments:** Hon Sean K.L.docx

Dear Mr. Littlemore

Thank you for the opportunity to comment on LPS 3

After receiving your email I spoke to Steve Thompson and he indicated to me that there was next to no change with the zonings etc on the land that Absinth and Argil holds and consequently we are happy in that regard.

In earlier detailed correspondence I forwarded to the Shire I argued that the Newmont Mining camp approval by the Mines Department required under the Mines Act the department to hear the Shires position as to the camp. In my submission to the Shire I made it clear that no such consultation took place with the Shire and Newmont nor did the Department of mines consider the Shires position before granting the licence.

Attached is a copy of a letter I wrote to a former Minister for Mines Sean L' Estrange. I had a *yes minister reply* from him presumably written by senior staff at the Department of Mines. In that letter the Minister did not address my main argument in any way whatsoever as there was no mention of consultation with the Shire

Below is an extract from the Shires Planning Strategy that says the camp site had been chosen for the **construction** of the mine,

**The Shire of Boddington Planning Strategy 2007 has a reference to the BGM camp as follows: *Construction Camp. A 31 hectare site has been selected on Soldiers Road to house the work force required for the construction of the mine. Accommodation numbers are expected to peak at about 1500. The facility will be reduced to house up to 200 personnel after the 2½ year construction period.***

I recently was very pleased to read the Shires Strategic Community Plan 2019-2029 (SCP) and I would like to congratulate those that helped produce such a sound positive document. Severable times in the (SCP) mention was made that the document reflected the aspirations of the local community. Most if not all people that read the plan would see that the main thrust is about the need for population growth and hence development of land within the Shire.

In my opinion until such times as the mining camp is closed there are only limited opportunities for financially feasible developments of land to house further population in Boddington. I would be prepared at any time to talk to the Shire about where I see those opportunities are available.

There has been a major change in the scheme of things since I wrote the letter to the Minister that may have led to the licence for the camp becoming null and void. I am ready to talk to you privately about this face to face or on the phone.

A few months ago when I met with you and former Cr. David Smart to introduce Dr. Mahmoud Elhribawy, Cr. Smart surprised me by saying that the Shire had looked at the possibility of shifting the GRV rating from the Camp to the

## ATTACHMENT 8.1.1A SUBMISSIONS

mine proper. You will recall that I mentioned that the \$800,000 rating is what had made things so difficult for us and you went on to say that the figure was now down to about \$650,000 p/a.

The people of Boddington have always known that Government and past Councils understood the mining camp was temporary and Newmont were going to build a lot of accommodation in town.

Several years ago a consultant to the Shire whose name was David Holland met with Newmont and put the case for Newmont scrapping the camp and building a Lifestyle Village in town on part of our land. I never saw the feasibility study David did although he said it was surprisingly positive financially for Newmont. Apart of David's approach was that Newmont would have a very valuable asset at the end of the day in town. The financial situation is obviously only a very small part of this equation.

What I am trying to say here is that any LPS that does not address the future of the mining camp is therefore seriously deficient.

I propose that as a minimum that an amendment is made to the LPS along the lines of the following:

*The Shire proposes to have ongoing talks with Newmont Gold Corp regarding the future of their mining camp.*

With respect

Michael Johnson

Absinth Pty Ltd.

**From:** Tamsin Hodder <ea@boddington.wa.gov.au>  
**Sent:** Saturday, 30 November 2019 4:12 PM  
**To:** JOHNSON55A@BIGPOND.COM  
**Subject:** ADM0549 invitation to comment LPS 3

Hi Michael

Please find invitation to comment attached.

Kind Regards,

Tamsin Hodder

Executive Officer

## ATTACHMENT 8.1.1A SUBMISSIONS

Hon. Sean K L' Estrange  
Minister for Mines and Petroleum.  
12th Floor, Dumas House  
2 Havelock Street, WEST PERTH WA 6005  
26.09.16

### **BGM MINING CAMP/ SATELIITE TOWN BODDINGTON MISCELLANEOUS LICENSE L 70/95**

Dear Minister L' Estrange,

The Honourable Minister for Regional Development Mr. Redman has advised me that he has asked you to look into the legal status of the above property development that has housed up to 2300 people over the last ten years.

In the past I have written to various State Ministers over a variety of subjects that have generally been of a departmental nature. With all due respect quite often when I have forwarded such correspondence I have noted that the department concerned closes ranks and does its best to ensure the department's position on the matter that is being investigated is strenuously sheltered by them.

I believe that given the magnitude and importance of this matter that a Crown Law opinion should be sought by the State as it is demonstrably clear that it is very questionable as to whether or not the administration interpreted the Mining Act correctly in determining the above Miscellaneous License.

BGM have given me a veiled damages warning in writing so I have to be very careful regarding what I say regarding the legal planning status of the camp as BGM are quite obviously worried about the very thorough research I have been doing into the history of the camp and my insistence on transparency at all levels. Although the Shire Administration have been very supportive and proactive on this matter I still feel like David facing Goliath as the BGM parent company Newmont is a huge international conglomerate. such as Newmont.

Mining camps have been a hot topic lately and as I believe there is urgent need for some changes in legislation so as to address the concerns of a broad cross section of Western Australians. This letter may give some insight into some of the flaws in legislation at the moment. Obviously a Mining Register or Warden should not have the right to approve a satellite town behind barbed wire with people living in something akin to a jail cell on the outskirts of a town like Boddington for anything other than during construction of a mine.

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## ATTACHMENT 8.1.1A SUBMISSIONS

### WAS THE STATE AND BODDINGTON MISLEAD RE TEMPORARY NATURE OF CAMP?

You may ask of what consideration is the intention as to the term the camp was to be operated given that BGM hold the above 21 year licence that has been in existence for approximately ten years. I understand that intention is a major factor in any form of contract.

In 2008 DRD produced a report titled;

#### NEEDS ANALYSIS FOR THE SHIRES IMPACTED BY RE-OPENING OF THE BODDINGTON GOLD MINE

The above document detailed anticipated expenditure required to get the district and Boddington in particular ready to accommodate the expected influx of BGM staff after the 2 year construction phase of the and the anticipated dismantling of high percentage of the BGM camp. There are also records of some of this expenditure mentioned in Hansard reports.

The figures in the above report have an aggregate total of in excess of \$80,000,000.00 to be spent from 2007 -2010. I do not know that all those funds were spent and some of it may have been subsidised by BGM or the Commonwealth came to the party although one way or the other the expenditure has been enormous.

As the status quo stands with the camp it would appear that the expenditure was unwarranted or at best spent prematurely.

I am in receipt of a large amount of documentation that confirms that at and around the time the camp was established the camp was to be mainly for the period the mine was under construction.

1. The above DRD report suggests: *Camp numbers stabilise at 366 from 2010 and it also mentions BGM has undertaken several studies and has worked closely with Government to identify and plan for the infrastructure and services required in the area affected by the expansion of the town.*
2. The above DRD report also suggests *Boddington Gold Mine hopes to minimise the resident camp workforce as quickly as possible and will encourage employees to live within 50 km of Boddington town.*
3. When the then Minister Brendon Grylls for Regional Development introduced one of the expenditure bills to support the preparations at Boddington I believe Hansard will show that the Minister expected a similar staged reduction of the personnel as mentioned in 1. above.
4. The Shire of Boddington Planning Strategy 2007 has a reference to the BGM camp as follows: *Construction Camp. A 31 hectare site has been selected on Soldiers*

## ATTACHMENT 8.1.1A SUBMISSIONS

*Road to house the work force required for the construction of the mine. Accommodation numbers are expected to peak at about 1500. The facility will be reduced to house up to 200 personnel after the 2½ year construction period.*

5. In a report to a full Council meeting 28.02.06 item 8.4.4 one of the Shire administrators advised the following in respect to the camp:  
*Some of this facility will be removed after a few years and some will stay for the duration of the mine.*
6. In a report to a full Council 20.10.2006 item 8.3.1 an application was made for a temporary wet mess at the camp. The wet mess is still operating nearly 10 years later and sells take away liquor to staff and visitors.

Apart from the above six written records I have spoken to the majority of the Councillors that were on the Shire of Boddington at the time of the establishment of the camp and they all understood the arrangements were that most of the camp was to be temporary and to house BGM staff and contractors during the construction phase of the mine. I have also spoken to the then CEO Mr. Peter Bedbrook who also was of the opinion regarding the temporary nature of the development.

Councillors have advised me that since the camp was meant to be closed BGM have on a number of occasions meet with the Shire and advise it did not suit them to close the camp.

I have asked many residents of Boddington that were there 10 years ago as to their recollections re the establishment of the camp and all of them felt that the arrangement was that most of the camp would be dismantled at the end of the construction phase.

Being up front as I tend to be I went straight to BGM with my concerns re the approval of the camp and have been talking to a senior manager and their legal department. Before I started to make waves I thought I owed them the right of reply and the opportunity of producing some form of approval or exemption under the Western Australian Planning and Development Act. Months ago I requested a meeting with Mr. Alex Bates the CEO for the South Pacific Region of Newmont the USA parent company and he has declined to meet me.

### **BGM MISCELLANEOUS LICENCE L70/95 MINING ACT 1978**

BGM Management Company Pty Ltd (BGM) made an application for the above license under Section 91(1) on 09.02.06 and received approval on 06.05.06 from the Department of Mines and Petroleum (DMP) for a period of 21 years commencing 06.05.06.

Officers at DMP have advised me that most Miscellaneous Licenses are issued by DMP for roads and drains etc on granted mining tenements and that this application was a bit different. There were 9 conditions on the licence and none of them made reference to town planning or that the licence substituted for a normal planning approval under state planning law.

## ATTACHMENT 8.1.1A SUBMISSIONS

### **WAS THE BGM MISCELLANEOUS LICENCE 70/95 ISSUED IN TERMS OF THE MINING ACT ?**

As you would know Miscellaneous Licences are a type of Mining tenement. There are separate sections in the Act that deal with the issue of different licenses and they set out when and if a licence can be granted and under what terms and that leads me to Sections 91-94.

Is it true that all mining camps up until the BGM camp was established were approved under State Agreements and this was the first time the Mining Act was relied on for approval?

Any fair minded individual when looking at the facts surrounding the approval would have to find that the Government of the day used a lot of creative licence in believing the Act could be read as to be a means of approving the camp.

The above licence was issued by the DMP environmental department. DMP records indicate a Mr. Eugene Bouwhuis handled the matter on behalf of the department.

Section 91(1) indicates such a licence can only be authorised by a warden or register and no mention is made of the Minister having that authority. The licence is not signed and so I do not know who issued it. The question has to be asked of DMP who authorised the licence and if a Warden or Registrar did not authorise it then the licence should be found to be invalid on that count alone. At the timing of the hearing of the application by the warden he mentioned that the camp may need a rezoning under the Town Planning Act.

On 19.01.2008 BGM applied by letter for an expansion of the camp from 1700 to 2375 persons and in that letter of application mention was made of Mining Act approvals MP 5298 and MP 5525 for the 1700 units mentioned above. ( the letter is attached) in this instance MP is an abbreviation of the words Mining Proposal. Mr. Eugene Bouwhuis of DMP from the environmental department once again handled the application for the extension and it was granted. There is no mention in Council minutes of this second application being referred for Councils approval conditionally or otherwise as the Act stipulated.

Once again if a DMP officer issued the approval without the authority of the Warden a Registrar surely the approval to extend the camp is an invalid approval?

The above licence was issued by DMP under Section 120 of the Mining Act. and whether it was authorised by a Warden or Registrar or an officer of the department the Licence should have complied with the various sub conditions of this section as shown below

*Mining operations means any mode or method of working whereby the earth or any rock structure stone fluid or mineral bearing substance may be disturbed removed washed sifted crushed leached roasted distilled evaporated smelted combusted or refined or dealt with for*

## ATTACHMENT 8.1.1A SUBMISSIONS

*the purpose of obtaining any mineral or processed mineral resource there from whether it has been previously disturbed or not and includes —*

- (a) the removal of overburden by mechanical or other means and the stacking, deposit, storage and treatment of any substance considered to contain any mineral; and*
- (b) operations by means of which salt or other evaporites may be harvested; and*
- (c) operations by means of which mineral is recovered from the sea or a natural water supply; and*
- (da) operations by means of which a processed mineral resource is produced and recovered; and*
- (d) the doing of all acts incident or conducive to any such operation or purposes;*

It is clear that part (d) should be read in conjunction with the 5 lines being the first part of the definition. To me there is a lot of ambiguity here as the five lines outline specific procedures of mining operations. To me the word incident or conducive in part (d) refers to those specific mining procedures describes in (a) to (da) above and not to an ancillary to mining such as a staff camp.

The BGM camp is a mixture of residential and commercial uses and in my opinion as a laymen those uses are not in accord with the definition of mining operations.

I have looked at subsections 3-5 below to see whether they pose a further cloud as to the validity of the BMG license.

*(3) No licence shall be granted under this section unless the purpose for which it is granted is directly connected with mining operations.*

A solicitor may find that by definition a mining camp is not a mining operation under the Act.

*(5) Before an application is heard for a licence under this section, a copy of the application shall, at least ten days before the hearing thereof, be given to the council of the municipality in whose municipal district the land to which the application relates is and to such other persons as may be prescribed.*

*(6) The council is entitled to be heard on the application and may submit to the warden any terms and conditions to which it considers the licence, if granted, should be subject.*

There has been an extensive search of Shire records and no evidence has been found that the Shire was heard as they should have been regarding conditions that they felt were required at the time especially in the main limiting the camp to the time of construction of

## ATTACHMENT 8.1.1A SUBMISSIONS

the mine. This is a very serious omission on behalf of the department and should have been addressed.

### **SECTION 120.**

Given the importance of mining to our State of Western Australia I believe few if any would argue that the Mining Act should not provide the Minister the right to set aside the provisions of any LPS to allow a mining operation.

In reading Section 120 I believe that the intention was to provide the Minister and others mentioned in this section the power to over ride the zoning provisions in an LPS as far as mining is concerned. I support the proposition that if in a Municipal LPS mining is not an allowable use in a given zone then in that instance there needs to be discretionary power and that is what I believe was the intention of this section of the Act.

Even if the Minister did intervene I do not believe that Parliament intended the Act to only give a Mining Register or Warden the power to approve in the incidence of Boddington what really is a Satellite Town so very close to town.

So far the Shire have not been able to produce any evidence that the Minister intervened under this section. If it is proven that the Minister did authorise the approval of the camp then the BGM Miscellaneous licence that was issued did not provide the Minister with any discretionary power and as such the issue of the licence should comply with the Act.

### **IN CLOSING**

My wife Jennifer and I invested most of our life savings in buying a large piece of land in Boddington that was zoned and set aside for the future development of the town. Prior to us buying the land the Government had spent a lot of money bringing the services to this land.

Before purchasing as a matter of due diligence we read a lot of the foregoing information and felt the site held a lot of potential especially seeing the camp was meant to be temporary. I consider it is only fair that we should advise you of our special interest in the matter of the camp.

We recently went through a two year gruelling process that was most expensive and all we were trying to achieve was improve a plan that was endorsed years ago. On this basis we feel BGM should have gone through the same process and all we are looking for is an even playing field.

If DMP have not fully complied with the Act in issuing the licence then at least they should reapply and give the Council a chance to be heard this time round.

I have no written evidence to show that BGM gave written assurances re the temporary nature of the camp to the environmental section of the department before the issue of the



## ATTACHMENT 8.1.1A SUBMISSIONS

licence, although from my conversations with a officer of the department I believe if I exercised my rights under freedom of information such a letter of assurance may be located in department files.

BGM recently announced that the mine at Boddington was the star of the parent company Newmont USA and that mine at Boddington had a AISC of US \$830 per ounce normally this would mean real costs were around \$680-700 per ounce without amortisation of the \$3.5 B initial capital. Gold has touched AU \$1800 and BGM are earning some huge well deserved profits. These profits are obviously reflected in the parent company's recent announcement in New York of an increase in earnings per share of 67% in 2016. BGM can afford to keep their commitments to the State and the Boddington host community.

Minister Redman rightfully consulted the Shire after I wrote to him re this matter recently. I hope you pay the Shire the same courtesy and consult them before you make a decision as I am sure they would like to comment regarding the fact that they were not heard in the matter of the issue of the license as the act stipulated so that they could ensure the camp was of a temporary nature as intended by all parties at the time.

Residents of Boddington have indicated to me that they feel this matter should be the subject of some sort of parliamentary enquiry. Personally I think the facts speak for themselves and such a measure will not be required.

With respect

Michael Johnson

9225 7693  
0407 087 080

ATTACHMENT 8.1.1A SUBMISSIONS

2

**Tamsin Hodder**

---

**From:** Craig Binks <Craig.Binks@dph.wa.gov.au>  
**Sent:** 4 December, 2019 7:24 AM  
**To:** Tamsin Hodder  
**Subject:** RE: ADM0549 INVITE TO COMMENT LPS 3  
**Attachments:** ADM0549 DPLH CROWN TEAM - INVITE TO COMMENT LPS3.pdf

Hi Tamsin

Thank you for your email. The Land Management Metropolitan & Peel team has no comments to offer.

Kind regards

**Craig Binks** | Senior State Land Officer | Land Management Metropolitan & Peel  
140 William Street, Perth WA 6000  
6552 4669  
[www.dph.wa.gov.au](http://www.dph.wa.gov.au)



The department is responsible for planning and managing land and heritage for all Western Australians – now and into the future

*The department acknowledges the Aboriginal peoples of Western Australia as the traditional custodians of this land and we pay our respects to their Elders, past and present.*

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---

**From:** Tamsin Hodder <ea@boddington.wa.gov.au>  
**Sent:** Saturday, 30 November 2019 3:40 PM  
**To:** info <info@dph.wa.gov.au>  
**Subject:** ADM0549 INVITE TO COMMENT LPS 3

Dear Sir or Madam

Please find letters re invitation to comment

Kind Regards,

Tamsin Hodder

Executive Officer

# ATTACHMENT 8.1.1A SUBMISSIONS

3



Department of Planning,  
Lands and Heritage

Our ref: PLH00013-2019  
Enquiries: Samantha Tofts (08) 6551 8131

Mr Chris Littlemore  
Chief Executive Officer  
Shire of Boddington  
PO Box 4  
BODDINGTON WA 6390

Dear Mr Littlemore

## DRAFT SHIRE OF BODDINGTON LOCAL PLANNING SCHEME NO. 3 (LPS3)

Thank you for your letter dated 30 November 2019 seeking comment from the Department of Planning, Lands and Heritage (DPLH), Aboriginal Heritage Operations, regarding the Draft Shire of Boddington Local Planning Scheme No. 3 (LPS3).

DPLH, Aboriginal Heritage Operations, has reviewed the draft LPS3 provided by the Shire of Boddington. A review of the Aboriginal Heritage Register of Places and Objects, as well as the DPLH Aboriginal heritage Database and confirms that the proposed draft LPS3 area intersects with the DPLH boundary of 25 registered Aboriginal sites and 37 lodged Aboriginal heritage places as follows:

Place ID	Place Name	Status
4165	Quindanning Forest 22	Registered Site
5183	Jumbo Granite	Registered Site
15126	The Harmony Engravings	Registered Site
4300	Boddington Forest 01	Registered Site
27935	Hotham River	Registered Site
4055	Farmers Avenue	Registered Site
4237	Boddington Forest 43	Registered Site
5185	Waterning Brook	Registered Site
4064	Lower Hotham Road Bridge	Registered Site
3582	Serpentine River	Registered Site
4051	Oldfield Blk 91	Registered Site
5260	Quindanning Farms 09	Registered Site
18749	HEA01	Registered Site
4063	Boulder Hill (Cave 5)	Registered Site
4298	Dilyan's Grave	Registered Site
5182	Hull Gully	Registered Site

Page 1 of 3

Release Classification: - Addressee Use Only

Postal address: Locked Bag 2506 Perth WA 6001 Street address: 140 William Street Perth WA 6000  
Tel: (08) 6551 8002 info@dplh.wa.gov.au www.dplh.wa.gov.au  
ABN 68 565 723 484  
wa.gov.au

## ATTACHMENT 8.1.1A SUBMISSIONS

4060	Farmer's Crossing	Registered Site
5261	Quindanning Farms 11	Registered Site
5184	Page's Quarry	Registered Site
5255	Quindanning Farms 04	Registered Site
4230	Boddington Forest 36	Registered Site
4049	Tullis	Registered Site
3537	Murray River	Registered Site
5293	Corridor Site 9: Bell Crk	Registered Site
17214	Mt Saddleback (Mokine)	Registered Site

Place ID	Name	Status
4252	Boddington Mining Area 10	Lodged
4213	Hotham River 3	Lodged
4255	Palmer Road 1	Lodged
4294	Westrail Survey 25	Lodged
4214	Siding Road	Lodged
4254	Old Soldiers Road 1	Lodged
4212	Old Soldiers Road 3	Lodged
4208	Hotham River 2	Lodged
20217	Golf Course Living Area	Lodged
20218	Castle Rock And Pool	Lodged
20219	Dilyan's Burial And Additional Burial Site	Lodged
5252	Quindanning Farms 01	Lodged
4279	Boddington Forest 33	Lodged
29173	Scarred Wandoo	Lodged
4209	Palmer Road 2	Lodged
4207	Hotham River 1	Lodged
4192	Corridor 06	Lodged
4278	Boddington Forest 32	Lodged
21470	Birdiya Hill (Mt Wells)	Lodged
4211	Old Soldiers Road 2	Lodged
4206	Hotham Downs Homestead	Lodged
4238	Boddington Forest 44	Lodged
4193	Corridor 07	Lodged
4203	Palmer's Property	Lodged
20222	Janak (Mooliaman) Hill	Lodged
4277	Boddington Forest 31	Lodged
4292	Westrail Survey 05	Lodged
21812	House Brook Scarred Tree	Lodged
20215	Boddington Corroboree Ground	Lodged
4191	Corridor 05	Lodged
4240	Boddington Forest 46	Lodged
18556	Crossman Two	Lodged
20220	Boddington RSL Tree	Lodged

## ATTACHMENT 8.1.1A SUBMISSIONS

20216	Archer's Farm - Caves	Lodged
4210	Creek	Lodged
4293	Westral Survey 06	Lodged
29544	SP10-01	Lodged

Therefore, based on the information held by DPLH, approvals under the *Aboriginal Heritage Act 1972* (AHA) may be required for proposed development intersecting these Aboriginal sites or Aboriginal heritage places. Further advice should be sought from DPLH for any proposed works that will impact these Aboriginal sites or Aboriginal heritage places.

DPLH encourages proponents to refer to the State's Aboriginal Heritage Due Diligence Guidelines (Guidelines) which can be found on the DPLH website at the following link:

<https://www.dplh.wa.gov.au/information-and-services/aboriginal-heritage/land-use-under-the-aha>

The Guidelines will allow proponents to undertake their own risk assessment regarding any proposals potential impact on Aboriginal Heritage.

Should you have any queries in relation to the above, please contact Ms Samantha Tofts, Heritage Officer, on (08) 6551 8131 or email [samantha.tofts@dplh.wa.gov.au](mailto:samantha.tofts@dplh.wa.gov.au).

Yours sincerely



Matthew Franklin  
**TEAM LEADER**

9 December 2019



Enquiries: Louise Adamson  
Our Ref: 04/9767-10  
Your Ref: ADM 0549

16 December 2019

Chris Littlemore  
Chief Executive Officer  
Shire of Boddington  
PO Box 4  
BODDINGTON WA 6390

Dear Chris

**Shire of Boddington Draft Local Planning Scheme No. 3**

I refer to your correspondence requesting comment on the Shire of Boddington Draft Local Planning Scheme No. 3 dated 30 November 2019. Main Roads WA (MRWA) Wheatbelt Region generally supports the draft scheme as presented, however would like to note the following:

- Any development adjacent to a primary distributor (MRWA) road will need to be referred to MRWA for approval to access the network. This is to maintain the efficient and safe operation of the State's road network, ensure that access requirements are managed and promote secondary networks that join with primary distributor roads at appropriate locations. Main Roads suggests including information in the Local Planning Scheme to inform future development of the requirement.
- Where secondary networks constructed within a development can provide access to the Main Roads Network via local roads or an existing crossover, Main Roads is unlikely to support future connections. Main Roads suggests including information in the Local Planning Scheme to inform future development of local network access requirements.
- The Local Planning Scheme to include the requirement that where rezoning, structure planning, subdivision or development of land could have an impact on a primary distributor (MRWA) road, all applications are submitted together with a Traffic Statement or Assessment (as appropriate), produced in accordance with the WAPC's *Transport Assessment Guidelines For Developments*.
- The Local Planning Scheme to include reference to the MRWA external website for Policy and Guidance documentation on access and advertising approval.

Yours sincerely

Louise Adamson  
Operations Manager

Main Roads Western Australia  
Northam Office: PO Box 333, Northam WA 6401  
Narrogin Office: PO Box 194, Narrogin WA 6312

mainroads.wa.gov.au  
wheatbelt@mainroads.wa.gov.au  
Northam: 08 9622 4777 | Narrogin: 08 9881 0566



Hotham Williams Economic Development Alliance  
C/- Shire of Williams  
PO Box 96  
WILLIAMS WA 6391  
E: [ceo@williams.wa.gov.au](mailto:ceo@williams.wa.gov.au)  
ABN: 56 350 941 346

Mr Chris Littlemore  
Chief Executive Officer  
Shire of Boddington  
PO Box 4  
BODDINGTON WA 6390

3 January 2020

Dear Chris,

**Draft Shire of Boddington Local Planning Scheme No.3**

Thank you for the opportunity to comment on the draft Shire of Boddington Local Planning Scheme No.3 ("the Scheme").

The Hotham Williams Economic Development Alliance (HWEDA) was established as part of the Boddington SuperTown Economic Development Strategy. The Alliance is a collaborative sub-regional group made up of the three communities of Williams, Wandering and Boddington.

As an incorporated association, comprising representatives of community, business, industry and local government, it is in a unique position to be able to comment on strategic planning documents such as the Scheme.

The primary role of HWEDA is to act as a strategic enabler of economic development for the region. HWEDA believes that the economic development of our region must be a priority. A strong and prosperous economy will deliver more jobs for our local workers, increase household incomes, help us to achieve our population growth targets and provide the impetus for increased investment in essential services and infrastructure.

The following comments are provided in relation to the draft Scheme document:

1. Aims of the Scheme (Part 1, Clause 9) – includes promotion of sustainable development, and the sufficient supply of serviced and suitable land for retail, commercial, industrial and tourist development. This aligns with HWEDA's own strategic aims.

## ATTACHMENT 8.1.1A SUBMISSIONS

2. The Zoning Table (Part 3, Clause 17) largely includes the ability for the local government to exercise its discretion in granting development approval in the commercial, industrial and tourism zones, which gives Council appropriate powers to manage development in these areas to achieve the best outcome for the community.
3. The Scheme appropriately identifies the Special Use Zone SU4 as an Agri-Industry Precinct and land at Crossman in the Tourism Zone. Both these locations can take full advantage of Albany Highway as a major transport route.

Thank you again for the opportunity to comment and if you would like to discuss this further please contact me at the Shire of Williams on 98851005 or via email at [ceo@williams.wa.gov.au](mailto:ceo@williams.wa.gov.au).

Yours faithfully,

**Geoff McKeown**  
Chief Executive Officer, Shire of Williams



ATTACHMENT 8.1.1A SUBMISSIONS

**Tamsin Hodder**

SHIRE OF BODDINGTON

**From:** Ross Crockett <Ross.Crockett@watercorporation.com.au>  
**Sent:** 8 January, 2020 1:56 PM  
**To:** Tamsin Hodder  
**Subject:** RE: ADM0549 invitation to comment LPS 3  
**Attachments:** Town of Boddington.pdf; Shire of Boddington.pdf

08 JAN 2020

Distribute by:  
 DCS  HR  EA  
 PEHO  FM  CEO  
 MWS  TPC  SFO

Hi Tamsin

Review of Shire of Boddington Local Planning Strategy

Thank you for the Email received 30<sup>th</sup> November 2019 regarding the Review of Shire of Boddington Local Planning Strategy

File No. ADM0549  
Date Initial

Attention: Steve Thompson, consultant planner

The Draft Shire of Boddington "Local planning Scheme No.3" is generally supported, however a reference to "odour" may be appropriate in the comments on "SCA4" in Table 8 on the Special Control Areas, as per our previous comments made in 2016. (See below)

Regards

Comments made in 2016

1. The comments made in relation to the delivery of water and wastewater services in the Local Planning Strategy are supported. As you are aware the Water Corporation has provided comments in relation to the servicing of proposed residential, special residential and rural residential lots proposed in a number of structure plans prepared for land in the Boddington and Ranford townsites. Those comments still apply.
2. Modify the clause 3.3.2 Wastewater (b) to insert the word "odour" before the word "buffer".
3. Modify the clause 3.3.2 Wastewater – Strategies (c) to read:
  - Discourage proposals to rezone, subdivide and/or develop land within the wastewater treatment plant's odour buffer which are odour sensitive.
  - Seek the advice of the wastewater treatment plants operator on proposals to rezone, subdivide and/or develop land within the odour buffer.
4. In clause 3.3.2 Wastewater - Actions (b), replace the words "more-sensitive" with the words "odour sensitive".

Regards

**Ross Crockett**  
Development Planner  
Development Services

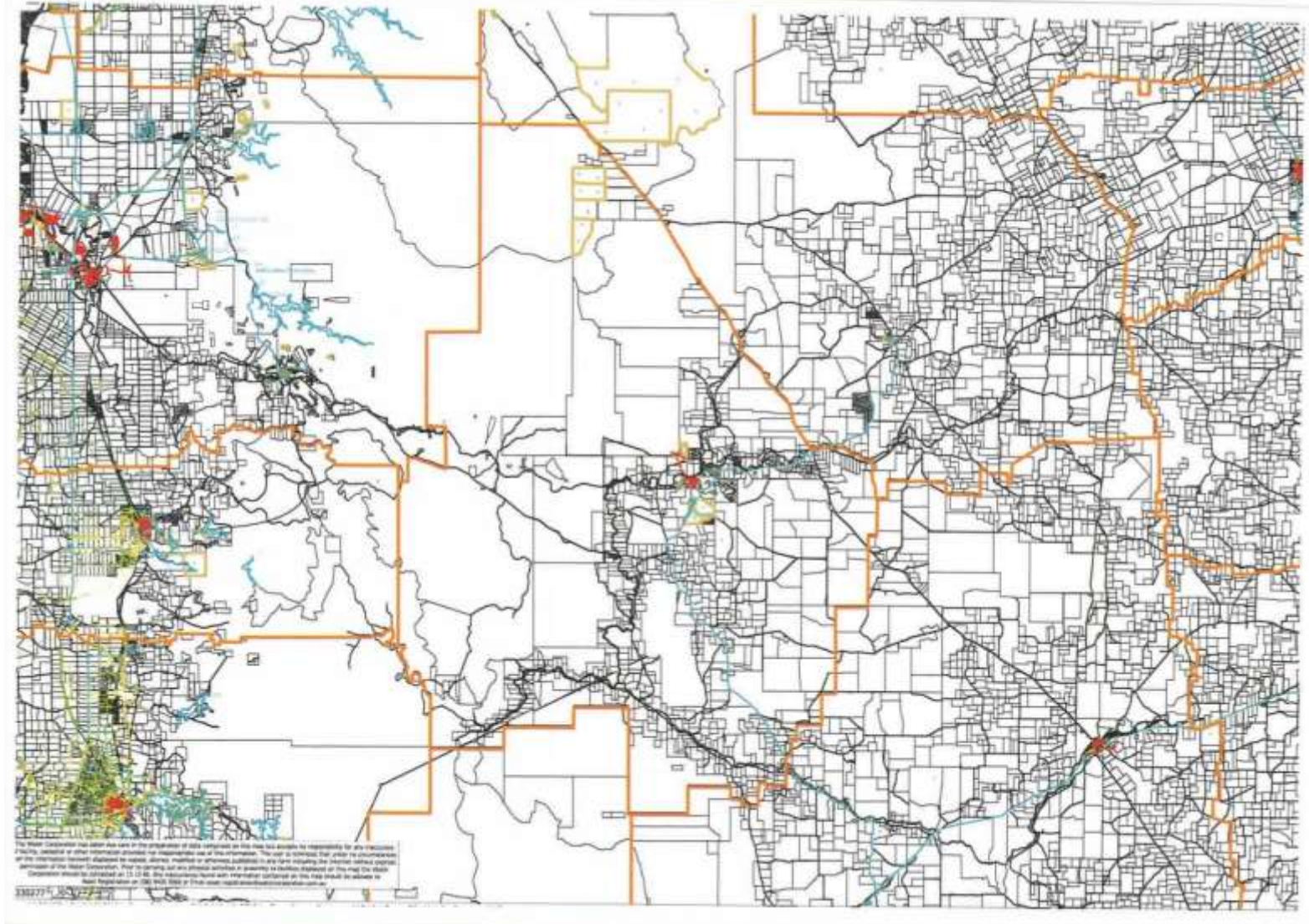
E: Ross.Crockett@watercorporation.com.au

T: (08) 9420 2013

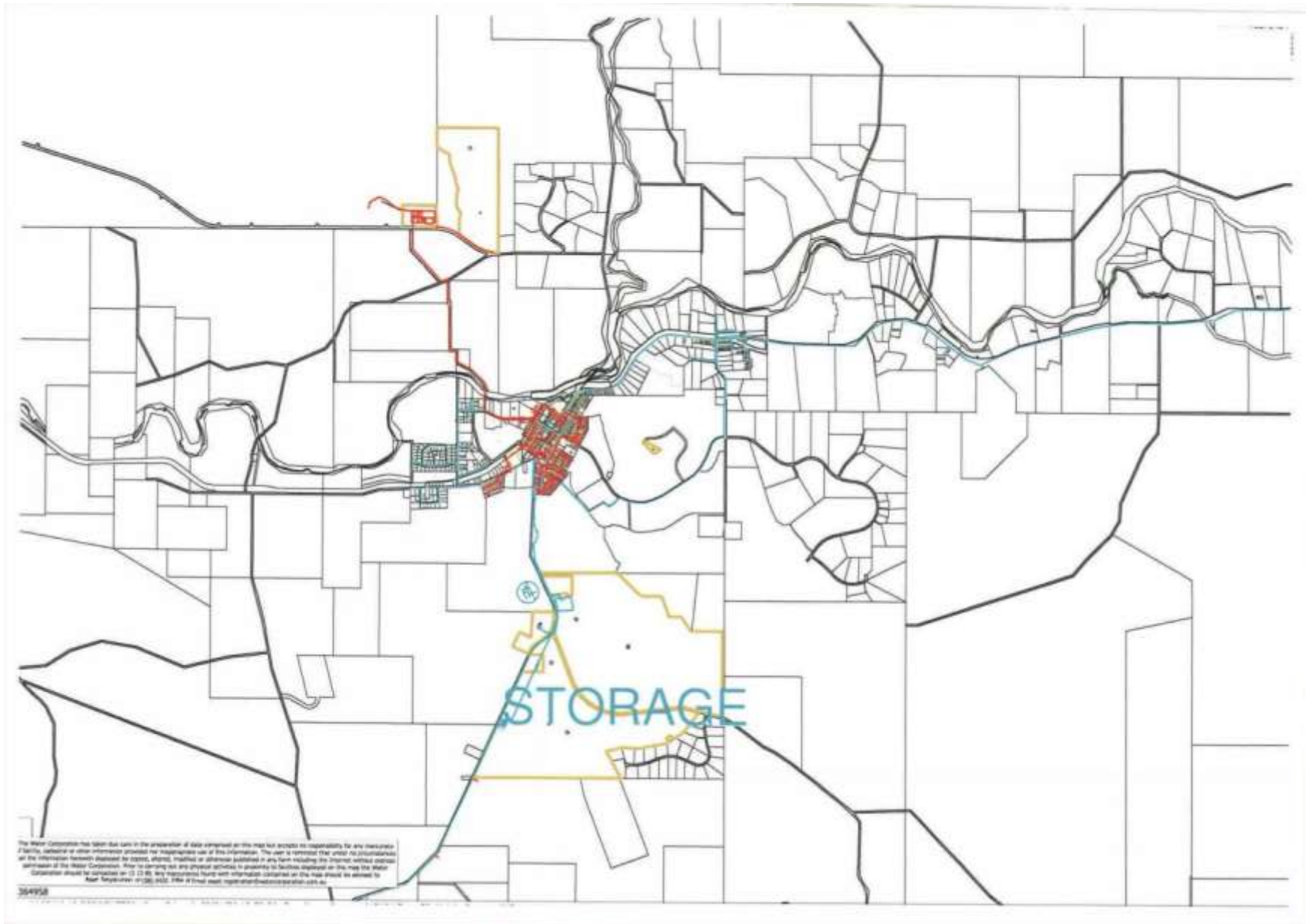


Keep in touch W: watercorporation.com.au

# ATTACHMENT 8.1.1A SUBMISSIONS



ATTACHMENT 8.1.1A SUBMISSIONS



7



SHIRE OF  
BODDINGTON  
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28 JAN 2020

Distribute to:  
 DCS  HR  EA  
 PEHO  FM  CEO  
 MWS  TPC  SFO

Chief Executive Officer  
Shire of Boddington  
PO BOX 4  
Boddington WA 6390

File No \_\_\_\_\_  
 Date 2 NOV 2005  
 Initial \_\_\_\_\_

Recycling & Recovery

Dear *Sr,* *Chris*

**RE : DRAFT SHIRE OF BODDINGTON LOCAL PLANNING SCHEME NO 3  
 NORTH BANNISTER RRP - LOT 2, ALBANY HIGHWAY, NORTH BANNISTER  
 SUEZ RECYCLING & RECOVERY (PERTH) PTY LTD  
 SUBMISSION**

I refer to your letter of the 29<sup>th</sup> November, 2019 inviting comment on the Shire's Draft Local Planning Scheme No 3.

SUEZ Recycling & Recovery (Perth) Pty Ltd, as Owner of Lot 2 Albany Highway, North Bannister, supports the Draft Scheme proposals to include Lot 2 as a Special Use Zone (SU4) as part of a proposed Agri-Industry Precinct including the lands to the immediate east. SUEZ further supports the range of Special Uses proposed for the Zone but in doing so seeks the inclusion of the following as "D" uses within SU4:

i) Composting / Mulching:

Part of SUEZ's current NBRRP operations include greenwaste reuse and specifically composting / mulching of greenwaste. SUEZ has recently significantly expanded its greenwaste production capacity from 35,000 tonnes pa to 110,000 tonnes pa. SUEZ envisages a growing need for green waste recycling / reuse into the future with the possibility of the addition of manures production as farmers / primary producers shift to more organic land management practices. We note that "Resource Recovery Centre" is included in SU4 however suggest that the common usage and meaning of this term would not typically extend to green waste recovery / composting operations.

Accordingly, SUEZ seeks the addition of "Composting, Mulches and Manures" as a "D" Use under Special Uses.

ii) Disposal of Mineral Processing Residues:

With mineral processing plants being increasingly located in major industrial estates, typically close to ports, and remote from the mine site, SUEZ foresees a trend towards the need for disposal of mineral processing residues as part of the future function of approved waste disposal sites where the processing residue cannot be returned to the mine site for disposal. We note that "Mining Operations" is included in SU4. However, the definition of Mining Operations under the Mining Act refers principally to the process for winning / refining of the mineral from the ore and seem silent in terms of the disposal of the residue.

Western Australia State Office  
 114 Kurnell Road, Welshpool WA 6106 - PO Box 249 Welshpool WA 6986 - SUEZ Recycling & Recovery Pty Ltd - ACN 902 902 650  
 Phone 13 10 35 - Fax +61 8 9351 8030 - www.suez.com.au



ATTACHMENT 8.1.1A SUBMISSIONS

SHIRE OF  
BODDINGTON  
WESTERN AUSTRALIA

○

10/08/2020  
10/08/2020  
10/08/2020

Accordingly, SUEZ seeks the addition of "Mineral Processing Residues Disposal Facility" as a "D" Use under Special Uses.

SUEZ seeks Council's support to the above Special Use inclusions to Special Use Zone SU4 and thanks Council for the invitation and opportunity to comment on the Shire's Draft Local Planning Scheme No 3.

Should you wish to discuss this submission or require any further information, please do not hesitate to contact Craig Barker on 0408 633 684 or email [craig.barker@boddington.wa.gov.au](mailto:craig.barker@boddington.wa.gov.au)

Yours sincerely,



**Craig Barker**  
State General Manager (Western Australia)

ATTACHMENT 8.1.1A SUBMISSIONS

8/

Tamsin Hodder

From: Julie Stewart  
Sent: 30 January, 2020 9:39 AM  
To: Steve Thompson  
Cc: Tamsin Hodder  
Subject: FW: Draft Shire of Boddington Local Planning Scheme No 3

SHIRE OF  
BODDINGTON  
RECEIVED

30  
05 JAN 2020

et

Regards,  
Julie Stewart  
Records Officer

Distribute to:  
 LDCS  HR  EA  
 PEHO  FM  CEO  
 MWS  TPC  SFO



T +61 8 9883 4999  
E records@boddington.wa.gov.au  
39 Bannister Road Boddington WA 6390  
www.boddington.wa.gov.au

Adm 0549  
File No. LRU 005

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-----Original Message-----

From: DAVIES Paul (Con) [mailto:paul.davies@mainroads.wa.gov.au]  
Sent: Thursday, 30 January 2020 9:34 AM  
To: Julie Stewart <records@boddington.wa.gov.au>  
Cc: NAUDE Daniel (On Leave) <Daniel.Naude@mainroads.wa.gov.au>  
Subject: Draft Shire of Boddington Local Planning Scheme No 3 (LPS 3)

Atten: Steve Thompson (Cons)

Hi Steve

I refer to your correspondence dated 30 November 2019 and advise that Main Roads has no objection to the proposed Local Planning Scheme.

If you have any queries please phone Daniel Naude.

Regards Paul Davies

For Daniel Naude  
ROAD CORRIDOR PLANNING MANAGER  
Metropolitan and Southern Regions / South West  
p: +61 9724 5724 | m: +61 4189 31078  
w: www.mainroads.wa.gov.au

# ATTACHMENT 8.1.1A SUBMISSIONS



9

Our Ref: D12451  
Your Ref: ADM0549

Chris Littlemore  
Shire of Boddington  
records@boddington.wa.gov.au

Dear Mr Littlemore

## RE: DRAFT SHIRE OF BODDINGTON LOCAL PLANNING SCHEME NO. 3

I refer to your letter dated 30 November 2019, regarding the preparation of the Shire of Boddington Draft Local Planning Scheme No. 3 (Scheme).

It should be noted that this advice relates only to *State Planning Policy 3.7 Planning in Bushfire Prone Areas* (SPP 3.7) and the *Guidelines for Planning in Bushfire Prone Areas* (Guidelines). It is the responsibility of the proponent to ensure that the proposal complies with all other relevant planning policies and building regulations where necessary. This advice does not exempt the applicant/proponent from obtaining necessary approvals that may apply to the proposal including planning, building, health or any other approvals required by a relevant authority under other written laws.

### **Assessment**

***It is unclear if the application of SPP3.7 is required, as the areas of land use intensification as proposed by the Scheme are not represented spatially with the designated bushfire prone areas.***

High level consideration of bushfire risk is one of the most effective means of preventing inappropriate development in bushfire prone areas. Where the Scheme aims to identify suitable land for land use intensification within designated bushfire prone areas, it is important an assessment of the bushfire hazard issues is undertaken that informs the suitability of areas (if any) for urban expansion and/or land use intensification. The minimum requirement to satisfy SPP3.7 is the preparation of a Bushfire Hazard Level (BHL) assessment and an assessment against the bushfire protection criteria requirements contained within the Guidelines.

At this strategic level, it is acknowledged that bushfire risk is likely to be only one consideration of the decision maker in determining the suitability of the land for proposed intensification. However, this emphasises the need for an understanding of what the bushfire risk issues are, so an informed decision can be made as to the suitability of areas for expansion or intensification of land use. Deferring consideration of bushfire risk to subsequent planning stages may serve to exacerbate the situation through increased expectations from landowners regarding land use change, should the areas identified be unable to achieve compliance with the bushfire protection criteria in the Guidelines. In accordance with our advisory role, we encourage the Shire to consider the following information prior to the formulation of the Scheme or Local Planning Strategy.

DFES Land Use Planning | 363 Oxford St, Mount Hawthorn WA 6016 | PO Box P1174 Perth WA 6844  
Tel (08) 6551 4075 | [advice@dfes.wa.gov.au](mailto:advice@dfes.wa.gov.au) | [www.dfes.wa.gov.au](http://www.dfes.wa.gov.au)  
ABN 39 063 251 304

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### 1. Bushfire Hazard Level (BHL) assessment

- i. A BHL assessment is required subject to Policy Measure 6.3 of SPP 3.7. It provides a 'broad brush' means of determining the potential intensity of a bushfire for an area. This assessment assists in determining the suitability of land for future intensification of land use, such as through subdivision or development. It is a pre-development tool used to inform decision making at subsequent planning stages and ensures a holistic understanding of the bushfire risk. Opportunities and constraints and the presentation of information within a matrix should be considered, where relevant (refer to the tables below);
- ii. A BHL assessment should be prepared for all areas identified for land use intensification which are designated as bushfire prone, including those areas that have not been previously tested by SPP 3.7 and are yet to be zoned or developed. This assessment can be a stand-alone document that informs the Scheme or Local Planning Strategy or can form part of the document itself.
- iii. Although not specified in SPP 3.7 or the supporting Guidelines, the Shire should also consider the following:
  - a BHL assessment for those areas identified in the current Strategy or zoned in the current Scheme, but not yet developed. A BHL assessment will identify those areas that cannot comply with SPP 3.7; or alternatively identify measures to ensure future compliance, such as an improved road network; and
  - identification of measures to improve the resilience of those areas that are developed within or adjoining areas with an extreme bushfire hazard; this could be through improved vehicular access and egress; increased hazard separation; improved water infrastructure; and/or implementation of fire management strategies and vegetation management.
- iv. Appendix Two of the Guidelines outlines the methodology for undertaking a BHL assessment.
- v. Required outcomes of the assessment are to:
  - identify areas of low or moderate BHL that are most suitable for land use intensification;
  - evaluate the appropriateness of areas identified for intensification of land use;
  - identify improvements required to the broader road network to ensure that vehicular access and egress is available and safe during a bushfire event.

### 2. Opportunities and Constraints Assessment

It is critical at this level of the planning to connect the spatial understanding of the bushfire threat with strategic decisions about the intensification of land use. An understanding of the bushfire hazard provides for the identification of opportunities and constraints for the areas proposed for land use intensification. These areas can then be evaluated against each other, as well as each element of the bushfire protection criteria, to highlight the locations where it is unlikely compliance with the criteria can be achieved.

An opportunities/constraints assessment can address issues related to the bushfire protection criteria that have arisen following the BHL assessment, including:

Protection criteria	Key considerations
Element 1: Location	<ul style="list-style-type: none"><li>o Consider the landscape context of the proposal, including the type and extent of vegetation, topography (particularly land with slopes of &gt;10 degrees), areas of possible fire-runs and evacuation options.</li><li>o Identify areas which represent an extreme bushfire risk that cannot be managed and should not be supported for development.</li><li>o Areas most suitable for land use intensification are where the bushfire hazard is low or moderate.</li><li>o Identify conservation areas including TEC, heritage sites, nature reserves or</li></ul>



## ATTACHMENT 8.1.1A SUBMISSIONS

	<p>national parks that may constrain a location.</p> <ul style="list-style-type: none"> <li>o Identify vulnerable and high-risk land uses and critical infrastructure.</li> </ul>
Element 2: Siting and design	<ul style="list-style-type: none"> <li>o Identify interfaces between development and bushfire prone vegetation which may require increased setbacks to achieve an appropriate BAL rating (high-risk AS3959).</li> </ul>
Element 3: Vehicular access	<ul style="list-style-type: none"> <li>o Consider the wider road network and identify any limitations to the provision of multiple access routes both at the local and district levels.</li> <li>o Identify vehicular access routes that provide safe access and egress to two different destinations.</li> <li>o Identify opportunities to improve access and egress for existing development, including incorporating emergency access ways and fire service access routes where no alternative exists.</li> </ul>
Element 4: Water	<ul style="list-style-type: none"> <li>o In reticulated areas, highlight locations of hydrants and existing water infrastructure.</li> <li>o In non-reticulated areas, it will be necessary to demonstrate the availability of alternative water supplies for firefighting purposes.</li> </ul>

### 3. Bushfire Protection Criteria Matrix

- i. If the BHL assessment is being prepared for multiple development or investigation areas, the assessment should provide a comparison of these areas. In particular, it should consider the likelihood that intensification of land use in an individual investigation area may or may not comply with the bushfire protection criteria.
- ii. This can be in the form of a matrix to provide a qualitative assessment for those areas proposed for intensification of land use. The assessment should confirm if the investigation area is likely, possibly or unlikely to meet the criteria. It should also recognise that compliance may be subject to the subsequent stages of the planning process.

#### **Recommendation – insufficient information**

The Shire should consider if any land use intensification is being proposed in designated bushfire prone areas by the draft Scheme. If so, application of SPP 3.7 and the supporting Guidelines is required.

The above guidance is provided to inform application of SPP 3.7 for the draft Scheme. A bushfire assessment may be necessary to ensure that all recommendations for land use intensification within the Scheme, avoid any increase in the threat of bushfire to people, property and infrastructure. The assessment should demonstrate to the fullest extent possible how compliance with the bushfire protection criteria can be achieved at subsequent stages of the planning process.

Should you require further information, please contact me on telephone number 6551 4032.

Yours sincerely



**Craig Scott**  
**SENIOR LAND USE PLANNING OFFICER**

7 February 2020

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Department of Planning,  
Lands and Heritage

10

Your ref: ADM 0549  
Our ref: FLH00046CH/PSR46322  
Enquiries: Karen Jackson (08) 6552 4150

Chief Executive Officer  
Shire of Boddington  
[ea@boddington.wa.gov.au](mailto:ea@boddington.wa.gov.au)

Attention: Steve Thompson

Dear Sir

**Draft Shire of Boddington Local Planning Scheme No.3**

Thank you for your correspondence received 2 December 2019 on draft Local Planning Scheme No.3 which was referred to the Heritage Council under the provisions of Section 79 of the *Planning and Development 2005*.

**Findings**

- The Scheme area contains State Registered Place P15424 Asquith Bridge, which was destroyed by fire in 2015.
- The Scheme area contains P17811 Hotham River Homestead. The place is in the Heritage Council's assessment program for possible inclusion in the State Register of Heritage Places.

The proposed Scheme has been considered for its potential impact on heritage places within the Scheme. There is no objection to the proposed Scheme.

**Advice**

For our records, we would appreciate notification of any future proposals which may affect P17811 Hotham River Homestead.

Should you have any queries regarding this advice please contact Karen Jackson at [karen.jackson@dph.wa.gov.au](mailto:karen.jackson@dph.wa.gov.au) or on 6552 4150.

Yours faithfully

  
Adelyn Siev  
Director Heritage Development

20 February 2020

Postal address: Locked Bag 2536 PERTH WA 6001 Street address: Bards Building, 491 Wellington Street Perth  
Tel: (08) 6561 8002 Fax: (08) 6551 9001 [info@dph.wa.gov.au](mailto:info@dph.wa.gov.au) [www.dph.wa.gov.au](http://www.dph.wa.gov.au)  
ABN 88 565 723 484  
[www.dph.wa.gov.au](http://www.dph.wa.gov.au)

ATTACHMENT 8.1.1A SUBMISSIONS



Government of Western Australia  
Department of Water and Environmental Regulation

11

Your ref: ADM 0549  
Our ref: RF815-10, PA 031078  
Enquiries: Jane Sturgess, Ph 95504228

Shire of Boddington  
PO Box 4  
Boddington WA 6390

Attention: Chris Littlemore

Dear Chris

**DRAFT SHIRE OF BODDINGTON LOCAL PLANNING SCHEME NO. 3**

Thank you for providing the opportunity to comment on the draft local planning scheme No. 3 for the Department of Water and Environmental Regulation (Department) to consider.

The Department of Water and Environmental Regulation (Department) supports the development of the scheme.

Attachment 1 contains the Department's comments for your consideration.

Should you require any further information on the comments please contact Jane Sturgess on 9550 4228.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Brett Dunn'.

Brett Dunn  
Program Manager – Planning Advice  
Kwinana Peel Region

20 / 02 / 2020

Kwinana Peel Region  
107 Breakwater Parade Mandurah Ocean Marina Mandurah Western Australia 6210  
PO Box 332 Mandurah Western Australia 6210  
Telephone: 08 9550 4222 Facsimile: 08 9581 4560  
www.dwer.wa.gov.au

## ATTACHMENT 8.1.1A SUBMISSIONS

**Attachment 1 - Department of Water and Environmental Regulation detailed comments on the Draft Shire of Boddington Local Planning Scheme No 3**

**Contact for further information:** Jane Sturgess - 9550 4228

Item No.	Reference	Reviewer comment/advice
Part 37. Clearing Native Vegetation	Page 28	<p>Under section 51C of the <i>Environmental Protection Act 1986</i> (EP Act), clearing of native vegetation is an offence unless undertaken under the authority of a clearing permit, or the clearing is subject to an exemption. Exemptions for clearing that are a requirement of written law, or authorised under certain statutory processes, are contained in Schedule 6 of the EP Act. Exemptions for low impact routine land management practices outside of environmentally sensitive areas (ESAs) are contained in the <i>Environmental Protection (Clearing of Native Vegetation) Regulations 2004</i> (the Clearing Regulations).</p> <p>Amend or update this section, and any other relevant sections, to include the requirements of the EP Act.</p>
Part 57. Special Control Areas	Page 38, table 8 - Special control areas in Scheme area	<ul style="list-style-type: none"> <li>• State planning policy no. 2.7: <i>Public drinking water source policy</i> (2003) provides the principal guidance for land use planning in PDWSAs. It requires that PDWSAs are recognised in all levels of planning schemes by special reservation or special control areas.</li> <li>• State planning policy no. 2.9: <i>Water resources</i> policy provides measures to protect and enhance surface and groundwater catchments. Schedule 1 includes guidance for incorporating the policy into planning measures and decision-making, and includes provision for future PDWSAs.</li> </ul> <hr/> <p><b>Referral of Applications</b></p> <p>Prior to approving land uses in the public drinking water source area Special Control Areas (PDWSA SCA), any development application for a use or development shall be referred to the Department of Water and Environmental Regulation or any equivalent replacement of the department for comment.</p> <p>In determining any application for planning approval within the PDWSA, the local government shall:</p> <p>(a) in determining applications for development approval within the PDWSA SCA, have due regard to relevant State Government policies (i.e. State planning policy no. 2.7: <i>Public drinking water source policy</i>), Department of Water and Environmental Regulation's WQPN no. 25: <i>Land use compatibility tables for public drinking water source areas</i> and <i>Operational policy 13: Recreation within public drinking water source areas on Crown land</i>.</p> <p>(b) refer any applications for development approval which are 'compatible with conditions' or 'incompatible' in the WQPN no. 25: <i>Land use compatibility tables for public drinking water source areas</i> to the Department of Water and Environmental Regulation for advice prior to determination of the application.</p> <p>(c) refer any applications for recreation events or facilities on Crown land (including Crown land vested with the local government) as described in</p>

ATTACHMENT 8.1.1A SUBMISSIONS

		<p>Department of Water and Environmental Regulation's <i>Operational policy 13: Recreation within public drinking water source areas on Crown land.</i></p> <p>(d) in respect to the SCA the Local Government may refuse any application for planning approval or impose conditions on any planning approval so as to:</p> <ul style="list-style-type: none"> <li>(i) protect the resource; and</li> <li>(ii) require the registration of notification on title giving notice of any limitations or constraints associated with the protection of the resource.</li> </ul> <p>(e) in determining land uses and development proposals, the local government is to have due regard to any comments and recommendations from the Department of Water and Environmental Regulation and may impose relevant conditions to prevent or minimise the potential risk of public drinking water source contamination. The local government should also have regard to the management direction provided by priority classification of certain areas, and protection zones noting that:</p> <ul style="list-style-type: none"> <li>(i) Priority 1 (P1) areas are defined and managed to ensure there is no degradation of the quality of the public drinking water source with the objective of <i>risk avoidance</i>.</li> <li>(ii) Priority 2 (P2) areas are defined and managed to maintain or improve the quality of the public drinking water source with the objective of <i>risk minimisation</i>.</li> <li>(iii) Priority 3 (P3) areas are defined and managed to maintain the quality of the public drinking water source for a long as possible with the objective of <i>risk management</i>.</li> <li>(iv) Priority 3* (P3*) areas are assigned to land that was previously priority (P1) or priority 2 (P2) in the Metropolitan Region Scheme only and has been rezoned to 'urban'. This P3* is a variation of the P3 management approach of risk management, with recommended protection measures that are in addition to those for P3 areas and are also managed to maintain the quality of the public drinking water source for a long as possible with the objective of <i>risk management</i>.</li> <li>(v) Protection zones (wellhead protection zones and reservoir protection zones) are defined to protect the water source from contamination in the immediate vicinity of drinking water abstraction points (i.e. production bores for groundwater sources and reservoirs for surface water sources) and shall be given due regard and additional by-laws for the protection of water quality may apply in these areas.</li> </ul> <p>(f) there is a general presumption against development or use of land, which is not compatible with a PDWSA or which involves a significant risk to the resource.</p> <p>(g) the onus will be on the proponent of the development to demonstrate that the proposed activity will not prejudice the resource.</p> <p>It should be noted that within reservoir protection zones constituted under the <i>Country Areas Water Supply Act 1947</i>, public access on</p>
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## ATTACHMENT 8.1.1A SUBMISSIONS

		<p>Crown land is prohibited (unless on public roads or other existing state designated sites).</p> <p>Within these PDWSAs <i>State Planning Policy 2.7 – Public drinking water source areas</i>, <i>Water Quality Protection Note 25: Land use compatibility tables for public drinking water source areas (WQPN 25)</i>, <i>Water Quality Protection Note 76: Land use planning in public drinking water source areas (WQPN 76)</i> and <i>Operational policy 13: Recreation within public drinking water source areas on Crown land, 2019</i> apply.</p> <p>The department recommends that land uses and activities that are incompatible, compatible with conditions and acceptable are identified within the scheme. Further information on land uses and the incorporation of PDWSAs into planning schemes is provided in WQPN 25 and WQPN 76 and Operational policy 13.</p>
	Recreation development	<p>When considering recreation development on Crown land (including Shire vested land) within PDWSAs (the Serpentine Dam Catchment Area and South Dandalup Dam Catchment Area), the Department of Water and Environmental Regulation's Operational policy 13: <i>Recreation within public drinking water source areas on Crown land, 2019</i> will apply.</p> <p>It should be noted that within reservoir protection zones constituted under the <i>Country Areas Water Supply Act 1947</i> public access on Crown land is prohibited (unless on public roads or other existing state designated sites).</p>
Other advice	Vegetation and Biodiversity	<p>Banksia woodlands of the Swan Coastal Plain is a threatened ecological community listed as endangered under the <i>EPBC Act</i> on 16 September 2016. Activities that clear or damage the ecological community will require approval from the Minister for the Environment. Further guidance can be found at <i>Tuart Woodlands and Forests of the Swan Coastal Plain: A National Significant Ecological Community (Commonwealth of Australia, 2019)</i>.</p> <p>Reference is to be made of the nationally significant ecological community as well as requirements and obligations under <i>EPBC Act</i>.</p>

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26 February 2020

Chief Executive Officer  
Shire of Boddington  
PO Box 4  
Boddington WA 6390

**Re: Submission regarding Draft Shire of Boddington Local Planning Scheme No. 3**

**Attn:** Chief Executive Officer – Shire of Boddington

**Via email:** [records@boddington.wa.gov.au](mailto:records@boddington.wa.gov.au)

Dear Sir,

We wish to make the following Submission regarding the Draft Shire of Boddington Local Planning Scheme No 3.

*Details*

Contact Name: Richard Atkins  
Company: AB No 2 Pty Ltd trading as Culford Agri Industry Precinct  
PO Box 662 Nedlands WA 6009  
Email: [ratkins@culford.com.au](mailto:ratkins@culford.com.au)  
Phone: 0419 921 305

*State how your interests are affected, whether as a private citizen, on behalf of a company or other organisation, or as owner of property:* AB No 2 owns the below property, which it is currently developing into a diversified Agri Industry Precinct. As such zoning restrictions on uses that would otherwise commercially suit the property could significantly reduce the viability of the development.

*Address of Property Affected:* 6364 Albany Highway, including Lots 10, 11, 68 and 123.

Culford Agri Industry  
AB No 2 Pty Ltd t/a Culford Agri Industry  
PO Box 662 Nedlands WA 6009  
T: (08) 6362 1800  
F: (08) 6362 1801  
ABN: 58 272 201 165

Page 1 of 2

## ATTACHMENT 8.1.1A SUBMISSIONS



### Submission

#### 1) Part 3, Clause 21, Table 4, re SU4.

##### a) Lot 123

In addition to owning Lots 10, 11 and 58 (which have been included in SU4), we also own Lot 123 in the south east corner of the property. We would request that Lot 123 also be included in SU4. The entire property is being developed as an integrated Agri Industry Precinct and it is important that Lot 123 is included due to its direct frontage onto Albany Highway. We have identified a number of potential uses for Lot 123, for which such exposure is important.

##### b) Allowable Uses

In terms of the Uses that are allowable under the "D" classification for SU4, we request that the following also be included.

- i) Dwellings: Caretakers Dwelling. There is already a single house on our property that houses the caretaker for the entire Precinct. Potential tenants that we are in discussion with have already indicated that they would house their own caretaker on site and as such additional caretaker residences within each tenancy will most likely be required. Our business model is to lease parts of each of the 4 lots we own, and as such we may well require 1 caretaker per lease that we enter into.
- ii) Fast Food Outlet/ Roadhouse/ Service Station/ Restaurant Cafe  
These uses, either separately or as a combined operation are well suited to the south east corner of our Property. They would service not just the Precinct tenants, but also passing traffic on Albany Highway. With direct access to Albany Highway, and a substantial amount of land on which to develop such a facility, such an operations would be able to easily accommodate passenger cars through to roadtrains.

#### 2) Part 4

##### a) Clause 48 (i) – Commercial Parking

- i) This clause restricts to one (1) vehicle the number of commercial vehicles that can be parked on a Residential, Rural Residential or Special Use Zone. This is very restrictive, and we would not be able to comply even with even moderate development at Culford.
- ii) We can understand the issue of commercial vehicles in Residential and Rural Residential areas, as well as SU1 and SU2, but given the commercial uses proposed to be allowed on our land (including that of a Transport Depot), we request that our Property be excluded from this regulation.

Yours Sincerely,

Richard Atkins  
Director  
Culford Agri Industry

Culford Agri Industry  
48 No 27th Cir of Culford Unit Trust  
PO Box 402, Jurdah, WA 4059  
T: (08) 6382 1800  
F: (08) 6382 1801  
ABN: 48 372 201 935

Page 2 of 2



ATTACHMENT 8.1.1A SUBMISSIONS



Department of Planning,  
Lands and Heritage

10

Your ref: ADM 6549  
Our ref: PLH00046CH/PSR46322  
Enquiries: Karen Jackson (08) 6552 4150

Chief Executive Officer  
Shire of Boddington  
[ea@boddington.wa.gov.au](mailto:ea@boddington.wa.gov.au)

Attention: Steve Thompson

Dear Sir

**Draft Shire of Boddington Local Planning Scheme No.3**

Thank you for your correspondence received 2 December 2019 on draft Local Planning Scheme No.3 which was referred to the Heritage Council under the provisions of Section 79 of the *Planning and Development 2005*.

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- The Scheme area contains State Registered Place P15424 Asquith Bridge, which was destroyed by fire in 2015.
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The proposed Scheme has been considered for its potential impact on heritage places within the Scheme. There is no objection to the proposed Scheme.

**Advice**

For our records, we would appreciate notification of any future proposals which may affect P17811 Hotham River Homestead.

Should you have any queries regarding this advice please contact Karen Jackson at [karen.jackson@dplh.wa.gov.au](mailto:karen.jackson@dplh.wa.gov.au) or on 6552 4150.

Yours faithfully

  
Adelyn Siew  
Director Heritage Development

20 February 2020

Postal address: Locked Bag 2509, PERTH WA 6001 Street address: Bairds Building, 481 Wellington Street Perth  
Tel: (08) 6551 9002 Fax: (08) 6551 9003 [info@dplh.wa.gov.au](mailto:info@dplh.wa.gov.au) [www.dplh.wa.gov.au](http://www.dplh.wa.gov.au)  
ABN 68 565 723 464  
WA 6100

ATTACHMENT 8.1.1A SUBMISSIONS



Government of Western Australia  
Department of Water and Environmental Regulation

Your ref: ADM 0549  
Our ref: RF615-10, PA 031078  
Enquiries: Jane Sturgess, Ph 95504228

Shire of Boddington  
PO Box 4  
Boddington WA 6390

Attention: Chris Littlemore

Dear Chris

**DRAFT SHIRE OF BODDINGTON LOCAL PLANNING SCHEME NO. 3**

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The Department of Water and Environmental Regulation (Department) supports the development of the scheme.

Attachment 1 contains the Department's comments for your consideration.

Should you require any further information on the comments please contact Jane Sturgess on 9550 4228.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Brett Dunn'.

Brett Dunn  
Program Manager – Planning Advice  
Kwinana Peel Region

20 / 02 / 2020

Kwinana Peel Region  
107 Breakwater Parade Mandurah Ocean Manna Mandurah Western Australia 6210  
PO Box 332 Mandurah Western Australia 6210  
Telephone: 08 9550 4222 Facsimile: 08 9581 4560  
[www.dwer.wa.gov.au](http://www.dwer.wa.gov.au)

## ATTACHMENT 8.1.1A SUBMISSIONS

**Attachment 1 - Department of Water and Environmental Regulation detailed comments on the Draft Shire of Boddington Local Planning Scheme No 3**

**Contact for further information:** Jane Sturgess - 9550 4228

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## ATTACHMENT 8.1.1A SUBMISSIONS

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## ATTACHMENT 8.1.1A SUBMISSIONS

		<p>Crown land is prohibited (unless on public roads or other existing state designated sites).</p> <p>Within these PDWSAs <i>State Planning Policy 2.7 – Public drinking water source areas</i>, <i>Water Quality Protection Note 25: Land use compatibility tables for public drinking water source areas (WQPN 25)</i>, <i>Water Quality Protection Note 76: Land use planning in public drinking water source areas (WQPN 76)</i> and <i>Operational policy 13: Recreation within public drinking water source areas on Crown land, 2019</i> apply.</p> <p>The department recommends that land uses and activities that are incompatible, compatible with conditions and acceptable are identified within the scheme. Further information on land uses and the incorporation of PDWSAs into planning schemes is provided in WQPN 25 and WQPN 76 and Operational policy 13.</p>
	Recreation development	<p>When considering recreation development on Crown land (including Shire vested land) within PDWSAs (the Serpentine Dam Catchment Area and South Dandalup Dam Catchment Area), the Department of Water and Environmental Regulation's Operational policy 13: <i>Recreation within public drinking water source areas on Crown land, 2019</i> will apply.</p> <p>It should be noted that within reservoir protection zones constituted under the <i>Country Areas Water Supply Act 1947</i> public access on Crown land is prohibited (unless on public roads or other existing state designated sites).</p>
Other advice	Vegetation and Biodiversity	<p>Banksia woodlands of the Swan Coastal Plain is a threatened ecological community listed as endangered under the <i>EPBC Act</i> on 16 September 2016. Activities that clear or damage the ecological community will require approval from the Minister for the Environment. Further guidance can be found at <i>Tuart Woodlands and Forests of the Swan Coastal Plain: A National Significant Ecological Community</i> (Commonwealth of Australia, 2019).</p> <p>Reference is to be made of the nationally significant ecological community as well as requirements and obligations under <i>EPBC Act</i>.</p>

ATTACHMENT 8.1.1A SUBMISSIONS



12

26 February 2020

Chief Executive Officer  
Shire of Boddington  
PO Box 4  
Boddington WA 6390

**Re: Submission regarding Draft Shire of Boddington Local Planning Scheme No. 3**

**Attn:** Chief Executive Officer – Shire of Boddington

**Via email:** [records@boddington.wa.gov.au](mailto:records@boddington.wa.gov.au)

Dear Sir,

We wish to make the following Submission regarding the Draft Shire of Boddington Local Planning Scheme No 3.

*Details*

Contact Name: Richard Atkins  
Company: AB No 2 Pty Ltd trading as Culford Agri Industry Precinct  
PO Box 662 Nedlands WA 6009  
Email: [ratkins@culford.com.au](mailto:ratkins@culford.com.au)  
Phone: 0419 921 305

*State how your interests are affected, whether as a private citizen, on behalf of a company or other organisation, or as owner of property:* AB No 2 owns the below property, which it is currently developing into a diversified Agri Industry Precinct. As such zoning restrictions on uses that would otherwise commercially suit the property could significantly reduce the visibility of the development.

*Address of Property Affected:* 6364 Albany Highway, including Lots 10,11, 68 and 123.

Culford Agri Industry  
AB No 2 Pty Ltd (trading as Culford Agri Industry Precinct)  
PO Box 662, Nedlands WA 6009  
T: (08) 4382 1800  
F: (08) 4382 1801  
ABN: 66 272 201 155

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## ATTACHMENT 8.1.1A SUBMISSIONS



### Submission

#### 1) Part 3, Clause 21, Table 4, re SU4.

##### a) Lot 123

In addition to owning Lots 10, 11 and 66 (which have been included in SU4), we also own Lot 123 in the south east corner of the property. We would request that Lot 123 also be included in SU4. The entire property is being developed as an integrated Agri Industry Precinct and it is important that Lot 123 is included due to its direct frontage onto Albany Highway. We have identified a number of potential uses for Lot 123, for which such exposure is important.

##### b) Allowable Uses

In terms of the Uses that are allowable under the "D" classification for SU4, we request that the following also be included.

- i) Dwellings: Caretakers Dwelling. There is already a single house on our property that houses the caretaker for the entire Precinct. Potential tenants that we are in discussion with have already indicated that they would house their own caretaker on site and as such additional caretaker residences within each tenancy will most likely be required. Our business model is to lease parts of each of the 4 lots we own, and as such we may well require 1 caretaker per lease that we enter into.
- ii) Fast Food Outlet/ Roadhouse/ Service Station/ Restaurant Cafe  
These uses, either separately or as a combined operation are well suited to the south east corner of our Property. They would service not just the Precinct tenants, but also passing traffic on Albany Highway. With direct access to Albany Highway, and a substantial amount of land on which to develop such a facility, such an operations would be able to easily accommodate passenger cars through to roadtrains.

#### 2) Part 4

##### a) Clause 48 (i) – Commercial Parking

- i) This clause restricts to one (1) vehicle the number of commercial vehicles that can be parked on a Residential, Rural Residential or Special Use Zone. This is very restrictive, and we would not be able to comply even with even moderate development at Culford.
- ii) We can understand the issue of commercial vehicles in Residential and Rural Residential areas, as well as SU1 and SU2, but given the commercial uses proposed to be allowed on our land (including that of a Transport Depot), we request that our Property be excluded from this regulation.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Richard Atkins".

Richard Atkins  
Director  
Culford Agri Industry

Culford Agri Industry  
AD 142 271e Ltd (d/ Dotted Line Trust)  
PO Box 402, Berrinya WA 6059  
T: (08) 8362 3810  
F: (08) 6392 1824  
ABN: 48 272 201 105

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ATTACHMENT 8.1.1A SUBMISSIONS



Government of Western Australia  
Department of Jobs, Tourism, Science and Innovation

13/

Your ref: ADM0549  
Our ref: J0760/201501  
Enquiries: Georgia Gillies - Georgia.GILLIES@jtsi.wa.gov.au  
Phone: (08) 6277 2874

Mr Chris Littlemore  
Chief Executive Officer  
Shire of Boddington  
39 Bannister Road  
PO Box 4  
BODDINGTON WA 6390

Dear Mr Littlemore

Thank you for providing the Department of Jobs, Tourism, Science and Innovation with the opportunity to comment on the draft Shire of Boddington Local Planning Scheme No.3 (LPS3).

The Department has reviewed the draft LPS3 and has the following comments:

- The Department supports the zone objectives provided for tourism opportunities in the Shire. Permitting a large range of uses recognises that tourism is an important contributor to economic development and diversification in the Shire.
- With respect to Table 8, the Department recommends that the Shire include the following text under the additional provisions section for Special Control Area 3, Mining Buffer, listed on Page 39:

"The local government shall recognise the rights that exist to the parties to the *Alumina Refinery (Worsley) Agreement Act 1973* (including Mining Lease 258SA) that operates within the Scheme area, and shall advise the Department of Jobs Tourism, Science and Innovation where appropriate on development approvals."

Should you have any queries about the above, please contact Ms Georgia Gillies, Project Officer, on (08) 6277 2874.

Yours sincerely

Marzia Zamir  
A/EXECUTIVE DIRECTOR  
INFRASTRUCTURE, PLANNING AND ECONOMIC DEVELOPMENT

28 February 2020

Level 11, 1 William Street Perth Western Australia 6000  
Telephone +61 8 6277 3000  
www.jtsi.wa.gov.au  
ABN 90 199 516 864



ATTACHMENT 8.1.1A SUBMISSIONS



Department of Biodiversity, Conservation and Attractions

SHIRE OF BODDINGTON RECEIVED 31 JAN 2020



Distribute to: DCS HR EA PEHO FM CEO MWS TPC SFO

Your ref: 44789 Our ref: ADM 0549 Enquiries: Lyndon Mutter Phone: 9442 0342 Email: lyndon.mutter@dbca.wa.gov.au

Chief Executive Officer Shire of Boddington PO Box 4 BODDINGTON WA 6390

File No Date Initial

Draft Shire of Boddington Local Planning Scheme No 3

In reference to your correspondence requesting comments on the Draft Shire of Boddington Local Planning Scheme No 3, the Parks and Wildlife Service of the Department of Biodiversity, Conservation and Attractions (the department) provide the following comments.

The department notes that,

- The Aims of the Scheme includes 9(q) - Conserve, protect and enhance the biodiversity (genetic, species and ecosystem diversity, environmental values and natural heritage) for the Scheme area and its environs by ensuring that development is undertaken sustainably with biodiversity values are at the forefront of decision making, and 9.r- Recognise and where possible take account of the adverse cumulative impacts on biodiversity and environmental and heritage values.
The Scheme provides an Environmental Conservation Zone to identify land set aside for conservation purposes, and to promote for the preservation, maintenance, restoration and sustainable use of the natural environment.
Table 5 - Additional Requirements outlines that development in the Conservation Zone will only be permitted where the local government is satisfied that there will be no adverse impact on remnant vegetation.
Clearing of Native Vegetation - 37.3 outlines that where native vegetation is cleared prior to the implementation of an approved development or land use, it is a requirement of the scheme that an equivalent area of land be revegetated with native vegetation to ensure there is no net loss of native vegetation.
55.1 - Building envelopes will avoid impact on significant landscape and environmental values

General comments

Vegetation, flora and fauna surveys, and environmental assessments should be undertaken at rezoning and structure planning stage to ensure that threatened species and ecological communities and significant wetlands areas are identified and appropriately managed.

Swan Region Cnr Australia II Drive and Hackett Drive, Crawley WA 6009 Locked Bag 104, Bentley Delivery Centre, Western Australia 6963 Phone: (08) 9442 0300 Email: lyndon.mutter@dbca.wa.gov.au

## ATTACHMENT 8.1.1A SUBMISSIONS

It is also the department's expectation that fauna management issues, including the displacement of kangaroos will be considered and addressed at rezoning and structure planning stages.

The department also advises that any bushfire protection measures required for development adjoining State Forest and Conservation reserves managed by the department, significant wetland areas, threatened ecological communities, and populations of threatened species, should be accommodated within the development land and not place reliance or impositions on the management of the State Forest or Conservation areas.

Thank you for the opportunity to provide comment. Should you have any queries regarding the above comments, please contact Lyndon Mutter on 9442 0342.

Yours sincerely



Benson Todd  
REGIONAL MANAGER

30 March 2020

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

### Draft Shire of Boddington Local Planning Scheme No. 3 Schedule of Submissions

No.	Name and Address of Submitter	Summary of Submissions	Local Government Comments	Local Government Recommendation
1	<p><b>Absinth Pty Ltd</b></p> <p>Michael Johnson  <a href="mailto:Johnsons5a@bigpond.com">Johnsons5a@bigpond.com</a></p>	<p>Provided a letter sent to the Minister for Mines on the Newmont Mining Camp on 26 September 2016.</p> <p>Any planning document that does not address the mining camp is considered seriously deficient.</p> <p>Notes various Shire documents seek to encourage population growth and associated development. Until the Newmont Mining Camp is closed, there are limited opportunities for feasible development to accommodate further population in Boddington.</p> <p>Suggests that the Shire has ongoing talks with Newmont regarding the future of their mining camp.</p>	<p>That the submission be noted.</p> <p>The future of the mining camp is an important issue for the Boddington community and it has a significant influence on the demand for new investment and associated permanent population in Boddington. It is also a key matter to consider should there continue to be State Government, local government, community and stakeholder support to see a growing Boddington as proposed by the <i>State Planning Strategy</i> (which identifies Boddington as a sub-regional centre) and</p>	<p>No modification to the Shire of Boddington Local Planning Scheme No. 3 (LPS3) is required.</p>

ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			<p>the <i>Boddington SuperTown Growth Plan</i>.</p> <p>The matters raised relating to the Newmont Mining Camp were considered in the review of the Local Planning Strategy.</p> <p>Section 3.4.1(i) of the Local Planning Strategy (2018) includes the following action 'Continue to work with the State Government, Newmont and other stakeholders to consider the future of the Newmont Boddington Gold mining camp and incentives to facilitate development and population growth in Boddington.'</p> <p>In comparison, a Local Planning Scheme is a statutory document and the</p>	
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ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			proposed wording is not appropriate.	
2	<p><b>Department of Planning, Lands and Heritage</b>                  Land Management                  Metropolitan &amp; Peel                  140 William Street                  Perth WA 6000</p> <p>Craig Binks                  Senior State Land Officer  <a href="mailto:Craig.Binks@dplh.wa.gov.au">Craig.Binks@dplh.wa.gov.au</a></p>	No comments.	That the submission be noted.	No modification to LPS3 is required.
3	<p><b>Department of Planning Lands and Heritage</b>                  Aboriginal Heritage Operations                  140 William Street                  Perth WA 6000</p> <p>Matthew Franklin                  Team Leader</p>	A review of the Aboriginal Heritage Register of Places and Objects, as well as the DPLH Heritage Database, confirms that the draft LPS3 area contains 25 registered Aboriginal sites and 37 lodged Aboriginal heritage places. Approvals under the <i>Aboriginal Heritage Act 1972</i> may be required for proposed development on these Aboriginal sites or Aboriginal heritage places.	That the submission be noted.	No modification to LPS3 is required.
4	<p><b>Main Roads Western Australia</b> Wheatbelt Region                  PO Box 194                  Narrogin WA 6312</p> <p>Louise Adamson                  Operations Manager</p>	<p>Generally supports draft LPS3.</p> <p>Any development adjacent to a primary distributor (MRWA) road will need to be referred to MRWA for approval to access the network. This is to maintain the efficient and safe operation of the State's road network, ensure that access requirements are managed and promote secondary networks that join with primary distributor roads at appropriate locations. Main Roads suggests including information in the Local Planning Scheme to inform future development of the requirement.</p>	<p>That the submission be noted.</p> <p>The WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools such as</p>	No modification to LPS3 is required.

ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

	<p><a href="mailto:louise.adamson@mainroads.wa.gov.au">louise.adamson@mainroads.wa.gov.au</a></p>		<p>local planning policies.</p> <p>This is addressed in Local Planning Policy 9 Car Parking and Vehicular Access and occurs through Shire consultation processes.</p>	
		<p>Where secondary networks constructed within a development can provide access to the Main Roads network via local roads or an existing crossover, Main Roads is unlikely to support future connections. Main Roads suggests including information in the Local Planning Scheme to inform future development of local network access requirements.</p>	<p>While agreeing in-principle, the WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools.</p> <p>That the submission be noted.</p>	
		<p>The Local Planning Scheme to include the requirement that where rezoning, structure planning, subdivision or development of land could have an impact on a primary distributor (MRWA) road, all applications are submitted together with a Traffic Statement or Assessment (as appropriate), produced in accordance with the WAPC's Transport Assessment Guidelines For Developments.</p>	<p>This is covered in the State Planning Framework.</p> <p>The WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools.</p>	

**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

			That the submission be noted.	
		The Local Planning Scheme to include reference to the MRWA external website for Policy and Guidance documentation on access and advertising approval.	That the submission be noted.  The proposed wording is not appropriate to be included in a statutory document.	
5	<b>Hotham Williams Economic Development Alliance (HWEDA)</b>  Geoff McKeown Chief Executive Officer <a href="mailto:ceo@williams.wa.gov.au">ceo@williams.wa.gov.au</a>	Aims of the Scheme (Part 1, Clause 9) – includes promotion of sustainable development, and the sufficient supply of serviced and suitable land for retail, commercial, industrial and tourist development. This aligns with HWEDA’s own strategic aims.  The Zoning Table (Part 3, Clause 17) largely includes the ability for the local government to exercise its discretion in granting development approval in the commercial, industrial and tourism zones, which gives Council appropriate powers to manage development in these areas to achieve the best outcome for the community.  The Scheme appropriately identifies the Special Use Zone SU4 as an Agri-Industry Precinct and land at Crossman (former roadhouse) in the Tourism Zone. Both these locations can take full advantage of Albany Highway as a major transport route.	That the submission be noted.  That the submission be noted.  That the submission be noted.	No modification to LPS3 is required.
6	<b>Water Corporation</b>  Ross Crockett Development Planner Development Services Ross.Crockett@watercorporation.com.au	Draft LPS3 is generally supported.  A reference to ‘odour’ may be appropriate in the comments on SCA4 in Table 8 on the Special Control Areas (SCA).	That the submission be noted.  Support the suggested modification through adding ‘including addressing odour impacts’ in Table 8 for SCA4 under Objectives following ‘wastewater’.	Modify LPS3 as set out in the ‘Local Government Comments’ column.

**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

		The comments made in relation to the delivery of water and wastewater services in the Local Planning Strategy are supported. As you are aware the Water Corporation has provided comments in relation to the servicing of proposed residential, special residential and rural residential lots proposed in a number of structure plans prepared for land in the Boddington and Ranford townsites. Those comments still apply.	That the submission be noted.	
7	<p><b>SUEZ Recycling &amp; Recovery Perth Pty Ltd</b>                  PO Box 249                  Welshpool WA 6986</p> <p>Craig Barker                  State General Manager                  (Western Australia)  <a href="mailto:craig.barker@suez.com">craig.barker@suez.com</a></p>	<p>SUEZ Recycling &amp; Recovery (Perth) Pty Ltd, as Owner of Lot 2 Albany Highway, North Bannister, supports the draft LPS3 proposals to include Lot 2 as a Special Use Zone (SU4) as part of a proposed Agri-Industry Precinct including the lands to the immediate east.</p> <p>SUEZ further supports the range of Special Uses proposed for SU4 but in doing so seeks the inclusion of Composting / Mulching as "D" uses within SU4.</p> <p>Part of SUEZ's current North Bannister operations include greenwaste reuse and specifically composting / mulching of greenwaste. SUEZ has recently significantly expanded its greenwaste production capacity from 35,000 tonnes per annum to 110,000 tonnes per annum. SUEZ envisages a growing need for green waste recycling / reuse into the future with the possibility of the addition of manures production as farmers / primary producers shift to more organic land management practices. We note that "Resource Recovery Centre" is included in SU4 however suggest that the common usage and meaning of this term would not typically extend to green waste recovery / composting operations.</p> <p>Accordingly, SUEZ seeks the addition of "Composting, Mulches and Manures" as a "D" Use under Special Uses.</p>	<p>That the submission be noted.</p> <p>The use of Composting, Mulches and Manures is complementary to other proposed uses for the Agri-Industry Precinct (SU4) and is supported.</p> <p>The proposed use is a non-standard use which is not set out in the Model Scheme Text.</p> <p>It is suggested that Composting, Mulches and Manures is defined in clause 59 of LPS3 as follows:</p> <p><b>Composting, Mulches and Manure:</b> means the</p>	<p>Modify LPS3 as set out in the 'Local Government Comments' column.</p>



ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			<p>controlled process whereby animal wastes or compostable organic wastes which may include liquid organic wastes but not any liquid wastes classed as Listed Waste, Radioactive Waste or Hazardous Waste, are pasteurised and microbiologically transformed under aerobic and thermophilic conditions into compost, mulch or manure.</p>	
		<p><u>Disposal of Mineral Processing Residues</u>          With mineral processing plants being increasingly located in major industrial estates, typically close to ports, and remote from the mine site, SUEZ foresees a trend towards the need for disposal of mineral processing residues as part of the future function of approved waste disposal sites where the processing residue cannot be returned to the mine site for disposal. We note that "Mining Operations" is included in SU4, However, the definition of Mining Operations under the Mining Act refers principally to the process for winning / refining of the mineral from the ore and seems silent in terms of the disposal of the residue.</p> <p>Accordingly, SUEZ seeks the addition of "Mineral Processing Residues Disposal Facility" as a "D" Use under Special Uses.</p>	<p>The use of Mineral Processing Residues Disposal Facility is complementary to other proposed uses for the Agri-Industry Precinct (SU4) and is supported.</p> <p>The proposed use is a non-standard use which is not set out in the Model Scheme Text.</p>	

ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			<p>It is suggested that Mineral Processing Residues Disposal Facility is defined in clause 59 of LPS3 as follows:</p> <p><b>Mineral Processing Residues Disposal Facility:</b> means premises used for -</p> <p>a) the disposal by landfill or any other means approved under the Environmental Protection Act 1986 of residues or waste generated by or resulting from mining operations; or</p> <p>b) the storage of residues or waste generated by or resulting from mining operations for later recovery and re-processing off-site.</p>	
8	<p><b>Main Roads Western Australia</b> Metropolitan and Southern Regions/South West</p>	<p>Main Roads WA has no objections to the proposed Local Planning Scheme.</p>	<p>That the submission be noted.</p>	<p>No modification to LPS3 is required.</p>

ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

	<p>Paul Davies Acting Road Corridor Planning Manager <a href="mailto:daniel.naude@mainroads.wa.gov.au">daniel.naude@mainroads.wa.gov.au</a></p>			
9	<p><b>Department of Fire and Emergency Services</b> PO Box 1174 Perth WA 6844 Craig Scott Senior Land Use Planning Officer</p>	<p><u>Assessment</u> It is unclear if the application of SPP3.7 is required, as the areas of land use intensification as proposed by the Scheme are not represented spatially with the designated bushfire prone areas.</p>	<p>That the submission be noted.</p> <p>Most of the matters raised by DFES ideally should have been addressed through the review of the Local Planning Strategy. Unfortunately, DFES did not make a submission on the Local Planning Strategy review.</p> <p>Strategic level bushfire risks were addressed in the Local Planning Strategy (2018). This was informed by the Shire-wide bushfire hazard level assessment in 2012, the Shire's 2013 biodiversity strategy and work undertaken by the DPLH's Policy</p>	<p>No modification to LPS3 is required.</p>

ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			<p>Bushfire section in 2018.</p> <p>Amongst matters, the Local Planning Strategy deleted various development investigation areas due to bushfire risks. The Local Planning Strategy supported a 'rounding off' approach to exiting rural living areas, conditional on providing secondary access for emergency evacuation.</p>	
		<p>High level consideration of bushfire risk is one of the most effective means of preventing inappropriate development in bushfire prone areas. Where the Scheme aims to identify suitable land for land use intensification within designated bushfire prone areas, it is important an assessment of the bushfire hazard issues is undertaken that informs the suitability of areas (if any) for urban expansion and/or land use intensification. The minimum requirement to satisfy SPP3.7 is the preparation of a Bushfire Hazard Level (BHL) assessment and an assessment against the bushfire protection criteria requirements contained within the Guidelines.</p>	<p>That the submission be noted. This was addressed through the review of the Local Planning Strategy which deleted various development investigation areas due to bushfire risks.</p>	
		<p>At this strategic level, it is acknowledged that bushfire risk is likely to be only one consideration of the decision maker in determining the suitability of the land for proposed intensification. However, this emphasises the need for an understanding of what the bushfire risk issues are, so an informed decision can be made as to the suitability of areas for expansion or intensification of land use. Deferring consideration of bushfire risk to subsequent planning</p>	<p>That the submission be noted. Bushfire risks have been considered at a strategic level and around the</p>	

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		<p>stages may serve to exacerbate the situation through increased expectations from landowners regarding land use change, should the areas identified be unable to achieve compliance with the bushfire protection criteria in the Guidelines. In accordance with our advisory role, we encourage the Shire to consider the following information prior to the formulation of the Scheme or Local Planning Strategy.</p>	<p>Boddington townsite. For areas identified as investigation areas but zoned 'Rural' in LPS3, the proponent will need to suitably undertake bushfire assessments to support structure planning and subdivision applications.</p>	
		<p><u>Bushfire Hazard Level Assessment</u> A BHL assessment is required subject to Policy Measure 6.3 of SPP 3.7. It provides a 'broad brush' means of determining the potential intensity of a bushfire for an area. This assessment assists in determining the suitability of land for future intensification of land use, such as through subdivision or development. It is a pre-development tool used to inform decision making at subsequent planning stages and ensures a holistic understanding of the bushfire risk. Opportunities and constraints and the presentation of information within a matrix should be considered, where relevant (refer to the tables below).</p>	<p>That the submission be noted. This was addressed through the Local Planning Strategy review.</p>	
		<p>A BHL assessment should be prepared for all areas identified for land use intensification which are designated as bushfire prone, including those areas that have not been previously tested by SPP 3.7 and are yet to be zoned or developed. This assessment can be a stand-alone document that informs the Scheme or Local Planning Strategy or can form part of the document itself.</p>	<p>That the submission be noted. This was addressed through the Local Planning Strategy review.</p>	
		<p>Although not specified in SPP 3.7 or the supporting Guidelines, the Shire should also consider the following:</p> <ul style="list-style-type: none"> <li>• a BHL assessment for those areas identified in the current Strategy or zoned in the current Scheme, but not yet developed. A BHL assessment will identify those areas that cannot comply with SPP 3.7;</li> </ul>	<p>That the submission be noted. The Shire has and continues to explore ways to reduce bushfire risks for subdivisions and</p>	

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		<p>or alternatively identify measures to ensure future compliance, such as an improved road network; and</p> <ul style="list-style-type: none"> <li>• identification of measures to improve the resilience of those areas that are developed within or adjoining areas with an extreme bushfire hazard; this could be through improved vehicular access and egress; increased hazard separation; improved water infrastructure; and/or implementation of fire management strategies and vegetation management.</li> </ul>	<p>estates which were established prior to contemporary bushfire planning requirements were introduced.</p>			
		<p>Appendix Two of the Guidelines outlines the methodology for undertaking a BHL assessment.</p>	<p>That the submission be noted.</p>			
		<p>Required outcomes of the assessment are to:</p> <ul style="list-style-type: none"> <li>• identify areas of low or moderate BHL that are most suitable for land use intensification;</li> <li>• evaluate the appropriateness of areas identified for intensification of land use;</li> <li>• identify improvements required to the broader road network to ensure that vehicular access and egress is available and safe during a bushfire event.</li> </ul>	<p>That the submission be noted. This was addressed through the Local Planning Strategy review.</p>			
		<p><u>Opportunities and Constraints Assessment</u></p> <p>It is critical at this level of the planning to connect the spatial understanding of the bushfire threat with strategic decisions about the intensification of land use. An understanding of the bushfire hazard provides for the identification of opportunities and constraints for the areas proposed for land use intensification. These areas can then be evaluated against each other, as well as each element of the bushfire protection criteria, to highlight the locations where it is unlikely compliance with the criteria can be achieved.</p> <p>An opportunities/constraints assessment can address issues related to the bushfire protection criteria that have arisen following the BHL assessment, including:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 2px;">Protection criteria</td> <td style="width: 50%; padding: 2px;">Key considerations</td> </tr> </table>	Protection criteria	Key considerations	<p>That the submission be noted. This was addressed through the Local Planning Strategy review which deleted various development investigation areas due to bushfire risks.</p>	
Protection criteria	Key considerations					

**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

		<p>Element 1: Location</p>	<p>Consider the landscape context of the proposal, including the type and extent of vegetation, topography (particularly land with slopes of &gt;10 degrees), areas of possible fire-runs and evacuation options.</p> <p>Identify areas which represent an extreme bushfire risk that cannot be managed and should not be supported for development.</p> <p>Areas most suitable for land use intensification are where the bushfire hazard is low or moderate.</p> <p>Identify conservation areas including TEC, heritage sites, nature reserves or national parks that may constrain a location.</p> <p>Identify vulnerable and high-risk land uses and critical infrastructure.</p>		
		<p>Element 2: Siting and design</p>	<p>Identify interfaces between development and bushfire prone vegetation which may require increased setbacks to achieve an appropriate BAL rating (high risk AS3959).</p>		
		<p>Element 3: Vehicular access</p>	<p>Consider the wider road network and identify any limitations to the provision of multiple access routes both at the local and district levels.</p> <p>Identify vehicular access routes that provide safe access and egress to two different destinations.</p> <p>Identify opportunities to improve access and egress for existing</p>		

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		development, including incorporating emergency access ways and fire service access routes where no alternative exists.		
	Element 4: Water	In reticulated areas, highlight locations of hydrants and existing water infrastructure. In non-reticulated areas, it will be necessary to demonstrate the availability of alternative water supplies for firefighting purposes.		
	<u>Bushfire Protection Criteria Matrix</u> If the BHL assessment is being prepared for multiple development or investigation areas, the assessment should provide a comparison of these areas. In particular, it should consider the likelihood that intensification of land use in an individual investigation area may or may not comply with the bushfire protection criteria.		That the submission be noted.	
	This can be in the form of a matrix to provide a qualitative assessment for those areas proposed for intensification of land use. The assessment should confirm if the investigation area is likely, possibly or unlikely to meet the criteria. It should also recognise that compliance may be subject to the subsequent stages of the planning process.		That the submission be noted.	
	<u>Recommendation – insufficient information</u> The Shire should consider if any land use intensification is being proposed in designated bushfire prone areas by the draft Scheme. If so, application of SPP 3.7 and the supporting Guidelines is required.		That the submission be noted. Draft LPS3 reflects the endorsed Local Planning Strategy (2018). For properties shown as investigation areas in the Local Planning Strategy, but currently zoned 'Rural', the LPS3 generally requires the	



## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

			proponent to prepare relevant bushfire assessments.	
		The above guidance is provided to inform application of SPP 3.7 for the draft Scheme. A bushfire assessment may be necessary to ensure that all recommendations for land use intensification within the Scheme, avoid any increase in the threat of bushfire to people, property and infrastructure. The assessment should demonstrate to the fullest extent possible how compliance with the bushfire protection criteria can be achieved at subsequent stages of the planning process.	That the submission be noted.	
10	<p><b>Department of Planning, Lands and Heritage</b> Heritage Development Team Locked Bag 2506 Perth WA 6001</p> <p>Adelyn Slew Director Heritage Development</p>	<p>The Scheme area contains State Registered Place P15424 Asquith Bridge, which was destroyed by fire in 2015.</p> <p>The Scheme area contains P17811 Hotham River Homestead. The place is in the Heritage Council's assessment program for possible inclusion in the State Register of Heritage Places.</p> <p>The proposed Scheme has been considered for its potential impact on heritage places within the Scheme. There is no objection to the proposed Scheme.</p>	That the submission be noted.	No modification to LPS3 is required.
11	<p><b>Department of Water and Environmental Regulation</b> Kwinana Peel Region PO Box 332 Mandurah WA 6210</p> <p>Brett Dunn Program Manager – Planning Advice</p>	<p>DWER supports the development of the Scheme.</p> <p>Part 37. Clearing Native Vegetation (Page 28) Under section 51C of the <i>Environmental Protection Act 1986</i> (EP Act), clearing of native vegetation is an offence unless undertaken under the authority of a clearing permit, or the clearing is subject to an exemption. Exemptions for clearing that are a requirement of written law, or authorised under certain statutory processes, are contained in Schedule 6 of the EP Act. Exemptions for low impact routine land management practices outside of environmentally sensitive areas (ESAs) are contained in the <i>Environmental Protection (Clearing of Native Vegetation) Regulations 2004</i> (the Clearing Regulations).</p>	<p>That the submission be noted.</p> <p>That the submission be noted.</p> <p>The WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools such as</p>	Modify LPS3 as set out in the 'Local Government Comments' column.

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		Amend or update this section, and any other relevant sections, to include the requirements of the EP Act.	local planning policies.	
		<p>Part 57. Special Control Areas, page 38, Table 8 - Special control areas in Scheme area</p> <ul style="list-style-type: none"> <li>• <i>State planning policy no. 2.7: Public drinking water source policy</i> (2003) provides the principal guidance for land use planning in PDWSAs. It requires that PDWSAs are recognised in all levels of planning schemes by special reservation or special control areas.</li> <li>• <i>State planning policy no. 2.9: Water resources policy</i> provides measures to protect and enhance surface and groundwater catchments. Schedule 1 includes guidance for incorporating the policy into planning measures and decision-making, and includes provision for future PDWSAs.</li> </ul> <p>Request adding the following provisions:</p>	That the submission be noted.	
		<p><u>Referral of Applications</u></p> <p>Prior to approving land uses in the public drinking water source area Special Control Areas (PDWSA SCA), any development application for a use or development shall be referred to the Department of Water and Environmental Regulation or any equivalent replacement of that department for comment.</p> <p>In determining any application for planning approval within the PDWSA, the local government shall:</p> <p>(a) in determining applications for development approval within the PDWSA SCA, have due regard to relevant State Government policies (i.e. <i>State planning policy no. 2.7: Public drinking water source policy</i>), Department of Water and Environmental Regulation's WQPN no. 25: <i>Land use compatibility tables for public drinking water source areas</i> and <i>Operational policy 13: Recreation within public drinking water source areas on Crown land</i>.</p>	<p>That the submission be noted. Various components of DWER's request are set out in the endorsed Local Planning Strategy (2018).</p> <p>Most of the Public Drinking Water Source Area (PDWSA) in the Shire of Boddington are located on Crown land such as State Forest. There is a</p>	

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		<p>(b) refer any applications for development approval which are 'compatible with conditions' or 'incompatible' in the WQPN no. 25: <i>Land use compatibility tables for public drinking water source areas</i> to the Department of Water and Environmental Regulation for advice prior to determination of the application.</p>	<p>smaller component which is on freehold land, with most of these properties containing native vegetation.</p>	
		<p>(c) refer any applications for recreation events or facilities on Crown land (including Crown land vested with the local government) as described in Department of Water and Environmental Regulation's <i>Operational policy 13: Recreation within public drinking water source areas on Crown land</i>.</p>	<p>The WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools such as local planning policies.</p>	
		<p>(d) in respect to the SCA the Local Government may refuse any application for planning approval or impose conditions on any planning approval so as to:</p> <ul style="list-style-type: none"> <li>(i) protect the resource; and</li> <li>(ii) require the registration of notification on title giving notice of any limitations or constraints associated with the protection of the resource.</li> </ul>	<p>Support adding the following as Additional Provision 3 in SCA2 for PDWSA:</p> <p>'The local government may refuse any application for development approval or impose conditions on any development approval so as to:</p> <ul style="list-style-type: none"> <li>(a) protect the resource; and</li> <li>(b) require the registration of</li> </ul>	

**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

			notification on title giving notice of any limitations or constraints associated with the protection of the resource.'	
		<p>(e) In determining land uses and development proposals, the local government is to have due regard to any comments and recommendations from the Department of Water and Environmental Regulation and may impose relevant conditions to prevent or minimise the potential risk of public drinking water source contamination. The local government should also have regard to the management direction provided by priority classification of certain areas, and protection zones noting that;</p> <p>(i) Priority 1 (P1) areas are defined and managed to ensure there is no degradation of the quality of the public drinking water source with the objective of risk avoidance.</p> <p>(ii) Priority 2 (P2) areas are defined and managed to maintain or improve the quality of the public drinking water source with the objective of risk minimisation.</p> <p>(iii) Priority 3 (P3) areas are defined and managed to maintain the quality of the public drinking water source for a long as possible with the objective of risk management.</p> <p>(iv) Priority 3* (P3*) areas are assigned to land that was previously priority (P1) or priority 2 (P2) in the Metropolitan Region Scheme only and has been rezoned to 'urban'. This P3* is a variation of the P3 management approach of risk management, with recommended protection measures that are in addition to those for P3 areas and are also managed to maintain the quality of the public drinking water source for a long as possible with the objective of risk management.</p> <p>(v) Protection zones (wellhead protection zones and reservoir protection zones) are defined to protect the water source from</p>	The WAPC now seek that Local Planning Schemes are succinct and prefer that detailed requirements are set out in other planning tools such as local planning policies.	

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

contamination in the immediate vicinity of drinking water abstraction points (i.e. production bores for groundwater sources and reservoirs for surface water sources) and shall be given due regard and additional by-laws for the protection of water quality may apply in these areas.

- (f) there is a general presumption against development or use of land, which is not compatible with a PDWSA or which involves a significant risk to the resource.
- (g) the onus will be on the proponent of the development to demonstrate that the proposed activity will not prejudice the resource.

It should be noted that within reservoir protection zones constituted under the *Country Areas Water Supply Act 1947*, public access on It should be noted that within reservoir protection zones constituted under the *Country Areas Water Supply Act 1947*, public access on Crown land is prohibited (unless on public roads or other existing state designated sites).

Within these PDWAs *State Planning Policy 2.7 – Public drinking water source areas, Water Quality Protection Note 25: Land use compatibility tables for public drinking water source areas (WQPN 25), Water Quality Protection Note 76: Land use planning in public drinking water source areas (WQPN 76) and Operational policy 13: Recreation within public drinking water source areas on Crown Land, 2019* apply.

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		<p>The department recommends that land uses and activities that are incompatible, compatible with conditions and acceptable are identified within the scheme. Further information on land uses and the incorporation of PDWSAs into planning schemes is provided in WQPN 25 and Operational policy 13.</p>	That the submission be noted.	
		<p><u>Recreation development</u></p> <p>When considering recreation development on Crown land (including Shire vested land) within PDWSAs (the Serpentine Dam Catchment Area and South Dandalup Dam Catchment Area), the Department of Water and Environmental Regulation's <i>Operational policy 13: Recreation within public drinking water source areas on Crown land, 2019</i> will apply.</p> <p>It should be noted that within reservoir protection zones constituted under the <i>Country Areas Water Supply Act 1947</i> public access on Crown land is prohibited (unless on public roads or other existing state designated sites).</p>	That the submission be noted. Most of the PDWSA in the Shire of Boddington are located on Crown land. This can be addressed through the State planning framework and other planning tools.	
		<p><u>Vegetation and Biodiversity</u></p> <p>Banksia woodlands of the Swan Coastal Plain is a threatened ecological community listed as endangered under the EPBC Act on 16 September 2016. Activities that clear or damage the ecological community will require approval from the Minister for the Environment. Further guidance can be found at <i>Tuart Woodlands and Forests of the Swan Coastal Plain: A National Significant Ecological Community</i> (Commonwealth of Australia, 2019).</p> <p>Reference is to be made of the nationally significant ecological community as well as requirements and obligations under EPBC Act.</p>	That the submission be noted. The Shire of Boddington is not located on the Swan Coastal Plain.	
12	AB No 2 Pty Ltd trading as Culford Agri Industry Precinct PO Box 662 Nedlands WA 6009	<p>1) Part 3, Clause 21, Table 4, re SU4. a) Lot 123 In addition to owing Lots 10, 11 and 68 (which have been included in SU4), we also own Lot 123 in the south east corner of the property. We</p>	Support the submission.	Modify LPS3 as set out in the 'Local Government

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

Richard Atkins Director <a href="mailto:ratkins@culford.com.au">ratkins@culford.com.au</a>	would request that Lot 123 also be included in SU4. The entire property is being developed as an integrated Agri Industry Precinct and it is important that Lot 123 is included due to its direct frontage onto Albany Highway. We have identified a number of potential uses for Lot 123, for which such exposure is important.	Lot 123 on Diagram 10744 is 3.56 hectares in area and borders SU4 on two sides.	Comments' column.
	b) Allowable Uses In terms of the Uses that are allowable under the "D" classification for SU4, we request that the following also be included: i) Dwellings: Caretakers Dwelling. There is already a single house on our property that houses the caretaker for the entire Precinct. Potential tenants that we are in discussion with have already indicated that they would house their own caretaker on site and as such additional caretaker residences within each tenancy will most likely be required. Our business model is to lease parts of each of the 4 lots we own, and as such we may well require 1 caretaker per lease that we enter into.	Support the submission with caretaker's dwelling to be added to SU4 as a 'D' use. To provide clarity, add Condition 2, 'Despite any other requirement of the Scheme, the local government may permit more than one caretaker's dwelling within SU4. Caretaker's dwellings should be sited to minimise impacts to adjacent and nearby agri-business or related activities.'	

**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

		<p>ii) Fast Food Outlet/ Roadhouse/ Service Station/ Restaurant Café These uses, either separately or as a combined operation are well suited to the south east corner of our Property. They would service not just the Precinct tenants, but also passing traffic on Albany Highway. With direct access to Albany Highway, and a substantial amount of land on which to develop such a facility, such an operations would be able to easily accommodate passenger cars through to road trains.</p>	<p>Support the submission.</p>	
		<p>2) Part 4 a) Clause 48 (i) – Commercial Parking i) This clause restricts to one (1) vehicle the number of commercial vehicles that can be parked on a Residential, Rural Residential or Special Use Zone. This is very restrictive, and we would not be able to comply even with even moderate development at Culford. ii) We can understand the issue of commercial vehicles in Residential and Rural Residential areas, as well as SU1 and SU2, but given the commercial uses proposed to be allowed on our land (including that of a Transport Depot), we request that our Property be excluded from this regulation.</p>	<p>Support the submission.  Add Condition 3, 'Despite any other requirement of the Scheme, including clause 48(i), the local government may permit two or more commercial vehicles in SU4 and may grant development approval for a transport depot(s).'</p>	
<p>13</p>	<p><b>Department of Jobs, Tourism, Science and Innovation</b> Level 11 1 William Street</p>	<p>The Department supports the zone objectives provided for tourism opportunities in the Shire. Permitting a large range of uses recognises that tourism is an important contributor to economic development and diversification in the Shire.</p>	<p>That the submission be noted.</p>	<p>Modify LPS3 as set out in the 'Local Government</p>



**ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS**

	<p>Perth WA 6000</p> <p>Marzia Zamir A/Executive Director Infrastructure, Planning and Economic Development</p>	<p>With respect to Table 8, the Department recommends that the Shire include the following text under the additional provisions section for Special Control Area 3, Mining Buffer, listed on Page 39:</p> <p>‘The local government shall recognise the rights that exist to the parties to the <i>Alumina Refinery (Worsley) Agreement Act 1973</i> (including Mining Lease 258SA) that operates within the Scheme area, and shall advise the Department of Jobs Tourism, Science and Innovation where appropriate on development approvals.’</p>	<p>Support the submission.</p>	<p>Comments’ column.</p>
<p>14</p>	<p><b>Department of Biodiversity, Conservation and Attractions</b> Parks and Wildlife Service Swan Region Locked Bag 104, Bentley Delivery Centre, WA 6983</p> <p>Benson Todd Regional Manager</p>	<p>The department notes that,</p> <ul style="list-style-type: none"> <li>• The Aims of the Scheme includes 9(q) - Conserve, protect and enhance the biodiversity (genetic, species and ecosystem diversity, environmental values and natural heritage) for the Scheme area and its environs by ensuring that development is undertaken sustainably with biodiversity values are at the forefront of decision making, and 9.r- Recognise and where possible take account of the adverse cumulative impacts on biodiversity and environmental and heritage values.</li> <li>• The Scheme provides an Environmental Conservation Zone to identify land set aside for conservation purposes, and to promote for the preservation, maintenance, restoration and sustainable use of the natural environment.</li> <li>• Table 5 - Additional Requirements outlines that development in the Conservation Zone will only be permitted where the local government is satisfied that there will be no adverse impact on remnant vegetation.</li> <li>• Clearing of Native Vegetation – 37.3 outlines that where native vegetation is cleared prior to the implementation of an approved development or land use, it is a requirement of the scheme that an equivalent area of land be revegetated with native vegetation to ensure there is no net loss of native vegetation.</li> <li>• 55.1 - Building envelopes will avoid impact on significant landscape and environmental values</li> </ul> <p><u>General comments</u></p>	<p>That the submission be noted.</p> <p>That the submission be</p>	<p>No modification to LPS3 is required.</p>

## ATTACHMENT 8.1.1B SCHEDULE OF SUBMISSIONS

		<p>Vegetation, flora and fauna surveys, and environmental assessments should be undertaken at rezoning and structure planning stage to ensure that threatened species and ecological communities and significant wetlands areas are identified and appropriately managed.</p> <p>It is also the department's expectation that fauna management issues, including the displacement of kangaroos will be considered and addressed at rezoning and structure planning stages.</p> <p>The department also advises that any bushfire protection measures required for development adjoining State Forest and Conservation reserves managed by the department, significant wetland areas, threatened ecological communities, and populations of threatened species, should be accommodated within the development land and not place reliance or impositions on the management of the State Forest or Conservation areas.</p>	<p>noted. These matters are addressed in the State planning framework and through operational matters.</p>	
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## 8.2 MANAGER FINANCIAL SERVICES:

### 8.2.1 Request for Rate Exemption – Southern Aboriginal Corporation A216 - 101 (Lot 5) Crossman Road, Boddington

Date:	22 June 2020
File Ref:	A216
Author:	Peter Yaxley, Senior Finance Officer
Attachments:	8.2.1 A. Application for Rates Exemption – 101 Crossman Rd Ranford. 8.2.1 B ATO – Endorsement as an income tax exempt charitable entity dated 8 June 2000. 8.2.1 C Certificate of Incorporation as an Aboriginal Association. 8.2.1 D. Tenancy Agreement/Statutory Declaration. 8.2.1 E SAC Financials 2019. 8.2.1 F Local Government SAC Exemption Survey.

#### Summary

The Southern Aboriginal Corporation (SAC) have submitted a request to Council to have the rates for their property located within the Shire of Boddington, exempted due to being a charitable organisation assisting Aboriginal people with appropriate community housing and relief from poverty.

#### Background

The Southern Aboriginal Corporation have submitted an application for rate exemption for their property at 101 (Lot 5) Crossman Road, Ranford for the forthcoming 2020/2021 financial year. The rates levied for the property in 2019/2020 year were:

Assessment	Property Address	Rates Levied
A216	101 CROSSMAN ROAD, RANFORD	\$1,410.50

The Corporation paid all charges in full for the 2019/2020 financial year and did not enter into any payment arrangement or elect to pay via one of the instalment payment option.

#### Comment

The Southern Aboriginal Corporation (SAC) have supplied the Shire with a copy of their certificate of incorporation as an Aboriginal Association, ATO endorsement of SAC as an income tax exempt charitable entity. SAC are an incorporated not-for-profit Aboriginal Corporation under the Commonwealth Aboriginal and Torres Strait Islander Act 2006, their purpose is to provide relief from poverty to Aboriginal groups and individuals through affordable housing. The Corporation's area of responsibility spans Albany, Bunbury and Narrogin regions.

As a registered Community Housing Organisation, the SAC manages its housing program in accordance with the national standards that apply to registered non-for-profit community housing organisations. The corporation is registered as a Preferred Provider with the Department of Communities (Housing) WA.

The potential to utilise the vacant land situated at 49 (Lot 4) Bannister Road, Boddington for parking purposes was been investigated and the property was found to not be in the

ownership of Southern Aboriginal Corporation. The potential for negotiation with Southern Aboriginal Corporation in this respect is thereby nullified.

The residential tenancy agreement was examined at the initial stage of the rate exemption process, with the agreement clearly stating that the Southern Aboriginal Corporation (The Owner) was responsible for the payment of local government rates and charges and not the tenant. Refer to Clause 15 of the Tenancy Agreement attached.

## Statutory Environment

The *Local Government Act 1995* deems certain land non-rateable under the statues of Section 6.26 of the *Act*. The Southern Aboriginal Corporation is seeking exemption in accordance with subsection (2) (g) of the section, which states:

### **6.26. Rateable land**

- (1) *Except as provided in this section all land within a district is rateable land.*
- (2) *The following land is not rateable land –*
  - (g) *land used exclusively for charitable purposes.*

Section 6.26 of the *Local Government Act 1995* provides for rate exemptions based on exclusive charitable uses:

A 'charitable purpose' has a specified legal meaning, which has developed over the years by the courts and parliament. The courts have recognised many different charitable purposes and as society changes new charitable purposes are accepted.

Section 5 of the *Commonwealth Charities Act 2013* states the definition of a charity as:

### **5. Definition of Charity**

*In any Act:*

*Charitable: an entity is charitable if the entity is a charity.*

*Example: A reference in an Act to a charitable trust is a reference to a trust that is a charity.*

*Charity means an entity:*

- (a) *that is a not-for-profit entity; and*
- (b) *all of the purposes of which are:*
  - (i) *charitable purposes (see Part 3) that are for the public benefit (see Division 2 of this Part); or*
  - (ii) *purposes that are incidental or ancillary to, and in furtherance or in aid of, purposes of the entity covered by subparagraph (i); and*

The Corporation assists local Aboriginal individuals in acquiring and maintaining economic ease and relief from poverty through the provision of low-cost housing to the Aboriginal community. The Southern Aboriginal Corporation (SAC) have provided all necessary documentation for proof of charitable status and provision of economic services to Aboriginal individuals within the Boddington Shire.

The Corporation meets all criteria for rate exemption and this assessment is based on the WALGA "Rates and Charitable Land use Exemption Applications – Best Practice Guideline" developed in consultation with the WA Rates Officers' Association.

This issue has been well tested in various courts and State Administrative Tribunal (SAT) jurisdictions and it is highly likely that, if challenged, either a court or SAT would overturn a

Council decision to refuse granting rate exemption (charitable) status based on precedent. The Shire may also become responsible for the payment of any legal costs incurred by the Corporation in pursuing such a case.

Additionally, in December 2013 the Supreme Court ruled in favour of the Community Housing Coalition WA, granting rate exemptions in relation to aboriginal housing in Western Australia because:

- The advancement of Aboriginal people was a charitable purpose.
- The activities conducted on the land were therefore exclusively charitable.

For the above reasons, it is recommended that Council grant charitable rate exemption status to the Southern Aboriginal Corporation and lobby for section 6.26 of the *Local Government Act* to be reviewed/amended.

## Consultation

Consultation was conducted in conjunction with:

- A/Chief Executive Officer.
- Western Australian Local Government Association - policy reference.
- City of Albany.
- City of Bunbury.
- Shire of Narrogin.

This City of Bunbury made the decision to grant Southern Aboriginal Corporation (SAC) rate exemption on their properties in the 2014/2015 financial year. This decision was made following consultation with the Department of Local Government and obtaining a legal opinion at a cost of \$8,000. Subsequently, the City of Albany also granted non-rateable status to SAC owned properties within their district in 2015/2016 financial year based on similar research. The Shire of Narrogin has at their council meeting held on 26<sup>th</sup> May 2020 resolved to grant rate exemption status to all SAC owned properties within the Shire.

## Policy Implications

Nil.

## Financial Implications

As the application is dated 17<sup>th</sup> June 2020, it is proposed to provide rate exemption from the first of the month following application (i.e. 2020/2021 financial year). There will be no financial implications upon the 2019/2020 financial year.

If rate exemption were to apply, the property would remain liable for the payment of ESL and all applicable refuse and service charges. If the rate exemption were approved for the 2020/2021 financial year, based on a freeze of rates due to the impact of the COVID-19 virus, the total exemption of rates would remain at \$1,410.50.

If approved by Council, the Administration will include the property in the Shire's Register of Non-Rateable Properties and review their status on a tri-annual basis for continuation of exemption compliance.

## Voting Requirements

Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.2.1
---------------------------------------

That Council approve the rate exemption application made by the Southern Aboriginal Corporation in accordance with Section 6.26 (g) of the *Local Government Act 1995*, for the property situated at 101 (Lot 5) Crossman Road Ranford, effective from 1<sup>st</sup> July 2020. Council acknowledges that the land is being *used exclusively for charitable purposes*, being the provision of low-cost housing for Aboriginal people within the Boddington Shire.

**SOUTHERN  
ABORIGINAL  
CORPORATION**

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Tel (08) 9842-7777 | Fax (08) 9841 7022  
[noeleen@sacorp.com.au](mailto:noeleen@sacorp.com.au) | [www.sacorp.com.au](http://www.sacorp.com.au)

The Rates Officer  
Shire of Boddington  
PO Box 4  
Boddington 6390

Dear Sir

Request for Reduction in Annual Property Rates for Shire of Boddington  
For 101 Crossman Road Boddington

As the Property Management Officer for the Southern Aboriginal Corporation, I wish to request that the property rates for the community housing property within the town of Boddington owned by the Southern Aboriginal Corporation be waived.

The Southern Aboriginal Corporation are a charitable organisation, incorporated as a not-for-profit Aboriginal Corporation under the Commonwealth Aboriginal and Torres Strait Islander Act 2006 (please see attached a Certificate of Incorporation and Rule Book of the Corporation) whose objectives are:

3.1 To act as a resource agency for Aboriginal organisations, groups, enterprises and individuals in the region, and in particular to provide as requested: (a) representation to Government and other organisations; (b) support for representation made by others; (c) advice and assistance (d) reviews of functions and operations; and (e) management and financial service.

3.2 To provide social, cultural, economic, political, educational and recreational services to Aboriginal organisations, groups, enterprise and individuals in the regions when those services are not provided by other bodies.

3.3 To provide Aboriginal people in the region with direct relief from poverty, sickness, suffering, destitution, misfortune, distress and helplessness.

3.4 To give effect to the principles of self-management and self determination for Aboriginal people by; (a) establishing, owning, investing in, sponsoring, maintaining, managing, leasing and otherwise fostering business enterprises and commercial ventures of any lawful kind; and (b) promoting, supporting and sponsoring the endeavours of Aboriginal organisation, groups, enterprises and individuals in the region towards social, cultural and economic development

3.5 To promote, support, sponsor, engage in facilitate the creation of opportunities for Aboriginal people education, training, employment and private enterprise.

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• Farms • Housing & Business • Health Promotion Program •  
• Aboriginal Workforce Development Centre • Family Violence Prevention Legal •

## ATTACHMENT 8.2.1A

3.6 To promote, support, sponsor, engage in and facilitate the provision to Aboriginal people of health, housing and other services.

3.7 To acquire, hold and manage land, buildings, fixtures, chattels and other property for the benefit of Aboriginal people in the region.

3.8 To help and encourage Aboriginal people in the region, to maintain, restore, revitalise and renew their traditional language and culture.

3.9 To help build trust and friendship between Aboriginal people and the Non-Aboriginal community.

3.10 To join with other Aboriginal associations in undertaking projects of mutual benefit.

3.11 To receive and spend grants of money from Government of the Commonwealth or State or from other sources.

It is our understanding that under Section 6.26 (rateable land) of the Local Government Act 1995, land used exclusively for charitable purposes is exempt from property rates.

The residential properties (please see attached list) are leased by the Southern Aboriginal Corporation to Aboriginal Tenants in the Boddington area. Prospective tenants must meet set criteria, including the following criterion which establishes need (section 2.1.2 of the Southern Aboriginal Corporation Housing Policy and Procedure Manual)

Gross household income not exceeding the limits set out in Table 1A and 1B of Appendix A-Community Housing; Income and Assets Limits Policy. Refer to the Appendix for further information regarding SACH's obligations as a Preferred Provider of Community Housing.

The Southern Aboriginal Corporation is a registered Community Housing organisation and manages its housing program in accordance with the national standards that apply to registered not-for-profit community housing organisations.

The Community Housing Coalition WA have published in December 2013 a review (Community Housing Providers and Local Government Rates). This review notes that in Western Australia: in relation to indigenous housing, the Supreme Court has granted a rates exemption because:

- (a) The advancement of Aboriginal people was a charitable purpose;
- (b) The activities conducted upon the land were exclusively charitable.

In this particular case, the land was used by an Aboriginal Corporation to provide low cost rental housing for economically disadvantaged Indigenous people. The proceeds were used by the Corporation to pay bills, cover office costs and generally further the objects of the organisation, but not in order to generate profit. A number of not for profit projects were also undertaken on the land, which aimed to improve living conditions, keep people occupied, discourage excessive alcohol drinking, create self-respect and (theoretically) create income to further the Corporations objects.

This ruling coincides with our purpose as a community Housing organisation, our not for profit status and the objectives of our Corporation.



## ATTACHMENT 8.2.1A

Our properties are well maintained and our tenants are a credit to their neighborhoods. Tenancies tend to be stable and often continue for many years. We believe that our program supports a positive image of Aboriginal people within the Town of Boddington.

Government has progressively reduced funding support for Aboriginal housing organisations. From July 2014 we no longer receive funding support to assist us in providing affordable community housing to Aboriginal people. This places great financial pressure on our organisation to continue to provide quality, affordable housing to our tenants.

We therefore request that approval be granted for the waiver of Property Rates for the Southern Aboriginal Corporation property at 101 Crossman Road Boddington allowed for under the Local Government Act 1995.

Yours sincerely  
SOUTHERN ABORIGINAL CORPORATION



Noeleen Drummond  
Property Management Officer  
17 June 2020



Australian Taxation Office

Date of Issue  
8 June 2000

**Endorsement as an income tax exempt charitable entity**



Endorsement as an income tax exempt charitable entity under Subdivision 50-B of the *Income Tax Assessment Act 1997* is provided as detailed below.

Name	<b>SOUTHERN ABORIGINAL CORP</b>
Australian Business Number	<b>94 436 195 200</b>
Endorsement date of effect	<b>1 July 2000</b>
Item(s) in Subdivision 50-5 of the <i>Income Tax Assessment Act 1997</i>	<b>Item 1.1 - charitable institution</b>

You are required to notify the Commissioner of Taxation should you cease to be entitled to endorsement as an income tax exempt charitable entity. This is a requirement of section 50-145 of the *Income Tax Assessment Act 1997*.

A handwritten signature in black ink that reads "Michael Carmody".

Michael Carmody  
Commissioner of Taxation and  
Registrar of the Australian Business Register

C\_ADV139-TED-0000152

FORM 7 Sub-regulation 11 (1)

COMMONWEALTH OF AUSTRALIA

*Aboriginal Councils and Associations Act 1976*


### Certificate of Incorporation of an Aboriginal Association


I, ANTHONY GEORGE KOJKOULAS  
the Registrar of Aboriginal Corporations,  
*in pursuance of paragraph 45(1)(a) of the Act  
heroby certify that*

SOUTHERN ABORIGINAL CORPORATION

*has this day been incorporated under the Act*

*Dated this* TWENTY THIRD *day of* NOVEMBER . 19 83 .

  
REGISTRAR



**SOUTHERN ABORIGINAL CORPORATION**

Postal Address: PO Box 5277, Albany, WA, 6332

Corporate Secretary: Mr Ian Morgan

**TENANCY AGREEMENT**

Tenant: Sylvia May THORNE & Gregory Ivan THORN

Property: Lot 5 Crossman Road via Ranford  
BODDINGTON WA 6390

**Parties**

1. This Agreement is made on this 7<sup>th</sup> Day of JUNE 2010 between the Southern Aboriginal Corporation of 124 York Street Albany in the state of Western Australia (the Owners) Sylvia May THORNE & Gregory Ivan THORN of Lot 5 Crossman Road via Ranford, BODDINGTON, Western Australia (the tenants)

**Interpretation**

2. In this Agreement
  - (a) "Owner" means the Southern Aboriginal Corporation and includes the Corporation's authorised officers, representatives and agents;
  - (b) "Tenant" means the person or persons entitled by this Agreement to occupy the residential property to which the Agreement refers;
  - (c) "Premises" means the residential property to which this Agreement refers and includes all fixtures, fittings or chattels belonging to the Owner which are located or stored on the property;
  - (d) "the Act" means the Residential Tenancies Act 1987 as amended; and
  - (e) "Immediate family" means the Tenant, the Tenant's spouse whether at law or de facto and children of the Tenant or spouse (including children from previous relationships) who
    - (i) are under the age of eighteen years;
    - (ii) normally and permanently reside with the Tenant; and
    - (iii) were named by the Tenant on the Owner's housing application form as persons who would reside at the premises in the event of the application succeeding.

G Thorne

S Thorne

## ATTACHMENT 8.2.1D

### Right of Occupation

3. The Owner agrees that subject to the terms and conditions set out below the Tenant shall have right to exclusive occupation and quiet enjoyment of the premises at Lot 5 Crossman Road via Ranford, Boddington in the state of Western Australia.

### The Act

4. The Owner and Tenant together agree to abide by those provisions of the Act which define and set out the respective rights and responsibilities of owner and tenant and are not lawfully altered, modified or excluded by this Agreement.
5. Failure of either party to abide by any such provisions of the Act shall be considered a breach of this Agreement.

### Commencement of Tenancy

6. The Owner agrees that the Tenant may occupy the premises as from and including the 7<sup>th</sup> Day of June 2010 following payment by the Tenant of a security bond and a fortnight rent in advance.

### Bond

7. The Tenant agrees to deposit with the Owner the sum of \$440.00 by way of security bond to be dealt with as the Act requires.

### Rent

8. The Owner agrees to charge rent for the premises at the rate of \$230.00 per fortnight in advance.
9. The Tenant agrees that the Owner may after giving notice to the Tenant as the Act requires increase the fortnightly amount of rent.
10. The Tenant agrees to pay rent regularly and punctually on such day and place as the Owner directs or alternatively to authorise a bank, building society, government agency or department or private business to deduct regular fortnightly rental amounts out of benefits, entitlements, salary or wages.

G. Thorpe  
S. Stone

**Occupancy**

11. The Tenant agrees
  - (a) to reside normally and permanently on the premises;
  - (b) to permit no more than 3 Adults to reside at or occupy the premises;
  - (c) to seek written permission from the Owner before allowing any person who is not a member of the Tenant's immediate family to reside on the premises for more than fourteen consecutive days in any one calendar month; and
  - (d) to notify the Owner if intending to be absent from the premises for more than six consecutive weeks or for a total of six weeks or more in any twelve-week period, or on becoming aware that such a period of absence is likely to occur.
12. The Tenants agrees that if in the event of a period of absence exceeding the limits specified in 11 © above, the Owner is not so notified, the Owner may consider the premises to have been vacated and may forthwith terminate this Agreement by giving notice as the Act requires.
13. The Tenant agrees
  - (a) to obey any laws, regulations or by-laws affecting occupancy of the premises;
  - (b) to ensure that all persons occupying or visiting the premises obey such laws, regulations or by-laws;
  - (c) to behave considerately at all times towards to occupants of neighboring properties and to ensure that all persons occupying or visiting the premises behave likewise;
  - (d) not to do or permit to be done upon the premises any act or procedure which may invalidate or otherwise adversely affect the Owner's insurance of the premises or which is likely to cause or require the payment to the Owner's insurers of a higher or additional premium; and
  - (e) not to use or permit any other person to use the premises for any non-residential purpose or any part or area of the premises for any other purpose than that for which it was intended or designed.
14. The Tenant agrees not to sub-let the premises or any part or area of the premises.

G. Thorne

S. Thorne

**Taxes, Rates and Charges**

15. The Owner agrees to pay all taxes, rates, insurance (other than private household insurance) and other charges levied upon or payable in connection with the premises.
16. The Tenant agrees to meet all costs of water consumed by the Tenant as occupier.

**Right of Entry**

17. The Tenant agrees to permit the Owner to enter the premises at all reasonable times for any lawful purpose relating to the care, security and maintenance of the premises or administration of the Owner's housing program.

**Care and Security of Premises**

18. The Tenant agrees
  - (a) to notify the Owner of any loss or damage to the premises;
  - (b) to pay the costs of all replacement, maintenance or repair to the premises made necessary by any act or omission on the part of the Tenant or other person occupying or visiting the premises; and
  - (c) not to install or change any lock without the prior consent of the Owner.
19. The Owners shall not be liable for loss or damage to personal or other assets belonging to the Tenant or any other person.

**Maintenance and Repair**

20. The Owner agrees to maintain the premises in good condition and repair to the extent, which the Act requires, and to break no law relating to buildings, health or safety.
21. The Tenant agrees
  - (a) to keep the premises clean, tidy and in good and safe condition and repair;
  - (b) to avoid and prevent damage to the premises; and
  - (c) to keep the property free of pests and vermin and should the premises become infested to report the infestation to the Owner and to reimburse the Owner for the cost of hiring a licensed pest control operator to remove the infestation.

G. THORN  
S. Thorne

ATTACHMENT 8.2.1D

22. Except as the Act provides in relation to urgent repairs, the Tenant agrees not to undertake or cause to be undertaken any act of renovation, alteration, installation or repair to the premises without the prior written consent of the Owner.

**Termination**

23. The Tenant may terminate this Agreement at any time by giving at least fourteen days' notice in writing by certified mail to the Corporation of intention to vacate the premises.
24. The Owner may terminate this Agreement at any time but only in the form and as otherwise required by the Act.

Signed by the Tenant: S. Thorne G. How  
Witness: M. Hodgson

Signed for an on behalf of the Owner: Janice Robinson  
Witness: M. Hodgson



ATTACHMENT 8.2.1D

WESTERN AUSTRALIA

**OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005**

STATUTORY DECLARATION

**APPLICATION FOR RATES EXEMPTION UNDER  
SECTION 6.26 OF THE LOCAL GOVERNMENT ACT 1995.**

**STATEMENT OF PROPERTY USE FOR THE YEAR ENDING 30 JUNE 20**

(1) Christian name or names and surname of declarant in full (1) ASHA VIVEK BHAT  
(2) Address (2) of 45-47 SERPENTINE ROAD ALBANY  
In the State of Western Australia  
3) Occupation (3) CEO OF SOUTHERN ABORIGINAL CORPORATION

Sincerely declare as follows:-

The property located at	<u>LOT 6, 101 CROSSMAN ROAD BODDINGTON</u>
is used by	<u>SOUTHERN ABORIGINAL CORPORATION</u>
for the purposes of	<u>PROVIDING AFFORDABLE HOUSING FOR ABORIGINAL FAMILIES IN NEED,</u> <u>RESIDENTIAL TENANCY USE.</u>
Description of the activities the property is used for	<u>THE PROPERTY IS CURRENTLY TENANTED WITH THE SAME</u> <u>TENANT SINCE 2010. PERIODIC TENANCY IS IN PLACE.</u>
for the period << to >> or from	<u>7/6/2010 to ONGOING</u>

The applicant agrees to advise the Local Government's Rating Services Section as soon as there is **ANY** change to the purpose/s as stated above.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

Declared at Albany  
this 24<sup>th</sup> day of June 2020  
In the presence of G J Macken  
(Signature of authorised witness)  
Gregory J Macken Solicitor  
(Name of authorised witness and qualification as such a witness)

(4) Signature of person making the declaration

(4)

Asha

**SOUTHERN ABORIGINAL CORPORATION**  
**ABN 94 436 195 200**  
**ICN 232**

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**FINANCIAL STATEMENTS**  
**For the Year Ended 30 June 2019**

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**Issued: 7 October 2019**

## ATTACHMENT 8.2.1.E

**Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019**

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### **GLOSSARY**

BYAC	Burnna Yurral Aboriginal Corporation
CDEP	Community Development Employment Project
DOH	WA Department of Housing
FVPLS	Family Violence Prevention Legal Services
ICL	Indigenous Community Links
NAIDOC	National Aborigines and Islanders Day Observance Committee
SACS	Social and Community Services Award Supplementation
SRF	Safe and Resilient Families Program

## DIRECTORS' REPORT

### Review of Operations

#### Operating Result

The net operating result (pre other comprehensive income) for the year was a deficit of \$341,808 (2018: deficit of \$241,898).

#### Principal Activities

Southern Aboriginal Corporation (the "Corporation") is a not-for-profit organisation that operates a range of community development, employment and housing related services for Indigenous people living in the south-west of Western Australia.

The Corporation is a Public Benevolent Institution and it is eligible for the following taxation concessions:

- (i) GST concession;
- (ii) FBT rebate;
- (iii) Income taxation exemption.

No change in its tax status as a result of activities undertaken during the year is likely.

#### Significant Changes in State of Affairs

The following significant changes in the nature of activities occurred during the year:

- Healthway Health Promotion Project was extended to June 2020;
- Family Violence Prevention Legal Service (FVPLS) Program was extended to June 2020; and
- The Job and Skills Centre program was extended until June 2020

Other than the matters raised above, there were no significant changes in the nature of the activities that occurred during the year.

Other than the cessation of funding for the Safe and Resilient Families Programs for Albany and Katanning from 1 July 2019 onwards, no matter has arisen since the end of the year that will or may significantly affect:

- (i) the Corporation's operations in future financial years; or
- (ii) the results of those operations in future financial years; or
- (iii) the Corporation's state of affairs in future financial years.

#### Likely Developments

The Corporation will continue to pursue its policy of providing additional services as funding can be accessed and improving the outcomes of the current programs for the benefit of its members and the community. New funding applications have been submitted, with the outcomes currently pending assessment.

#### Environmental Performance

The Corporation is not subject to any particular and significant environmental regulation under a Commonwealth, State or Territory law.

#### Dividends

No distributions were recommended, declared or paid to members during the year. The Corporation is a non-profit organisation and its Constitution does not allow payments including dividends, bonuses or distributions of profit, directly or indirectly, to members, officers, servants, agents or employees other than as reasonable remuneration for services actually rendered.

## ATTACHMENT 8.2.1.E

**Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019**

**Directors**

The names of Directors throughout the year and at the date of this report are:

Director	Appointed	Ceased	Qualifications
<b>Albany</b>			
Glen Colbung	16/06/2015		Noongar Elder from the Lower South West and Great Southern of WA; Founding member of the Noongar Land Council; Founding member of South West Aboriginal Land and Sea Council
Elizabeth Woods	30/11/2015		Cert IV Assessment & Workplace Training; Cert III in Mentoring; Degree in Aboriginal Community Management and Development
Shirley Williams	25/11/17		
<b>Bunbury</b>			
Trevor Eades	30/11/2010		Noongar Elder from the South West region of WA; Past member of the Aboriginal and Torres Strait Islander Commission
Dean Wynne	19/11/2016		Founder of Indigenous Workabout Pty Ltd (fully accredited contracting company - mentoring young Indigenous people back into the workforce)
<b>Narrogin</b>			
Leah Dann	19/11/2016		
Fay Slater	30/11/2015		Elder and Chairperson of Seabrook Aboriginal Corporation; Past TAFE Program Manager for Aboriginal Studies

**Directors Meeting Record**

Director	Board Meetings	
	Number of meetings Eligible	Number of meetings attended
Glen Colbung	6	6
Dean Wynne	6	4
Trevor Eades	6	6
Leah Dann	6	6
Elizabeth Woods	6	6
Fay Slater	6	6
Shirley Williams	6	5

**Secretary**

The Secretary throughout the year was Ms Asha Bhat. Her qualifications include Masters of Business Administration, Master of Business (Professional Accounting), Master of Mathematics, Bachelor of Science, Diploma of Management and she is an Associate member of CPA.

ATTACHMENT 8.2.1.E

**Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019**

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**Officers**

The names of the Officers of the Corporation throughout the year and at the date of this report are:

Name	Position
Asha Bhat	CEO
Oscar Colbung	Family Violence Prevention Legal Service Manager

**Applications under Section 169-5 of the Act**

No applications have been made under section 169-5 of the Act and none were granted.

**Additional Disclosures to the Financial Statements**

No additional information was necessary to provide a true and fair view of the financial position and performance of the Corporation.

**Auditor's Independence Declaration**

The lead auditor's independence declaration for the year ended 30 June 2019 has been received and can be found on page 5 of the financial report.

This report is signed for and on behalf of the Directors by:

  
Name: \_\_\_\_\_  
Chairperson **GLEN COLBUNG**

Date: 7-10-2019



Lead Auditor's Independence Declaration under  
Section 339-50 of the Corporations (Aboriginal and Torres  
Strait Islander) Act 2006 to the Directors of Southern  
Aboriginal Corporation

To the Directors of Southern Aboriginal Corporation

I declare that, to the best of my knowledge and belief, in relation to the audit of Southern Aboriginal Corporation for the financial year ended 30 June 2019 there have been:

- i. no contraventions of the auditor independence requirements as set out in the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* in relation to the audit; and
- ii. no contraventions of any applicable code of professional conduct in relation to the audit.

KPMG

Matthew Beevers

Partner

Perth

8 October 2019

## ATTACHMENT 8.2.1.E

Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019

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### DIRECTORS' DECLARATION

For The Year Ended 30 June 2019

The Directors of Southern Aboriginal Corporation ("the Corporation") declare that these financial statements have been prepared to satisfy the requirements of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*, the Regulations, the Corporation's rules and the funding agreements.

In the opinion of the Directors,

1. The financial statements and notes set out on pages 9 to 33, are in accordance with the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* and the Regulations including:-
  - i. complying with Australian Accounting Standards, and
  - ii. providing a true and fair view of the financial position as at 30 June 2019 and of the performance for the financial year ended on that date of the Corporation.
2. At the date of this statement there are reasonable grounds to believe that the Corporation will be able to pay its debts as and when they fall due and payable.

This declaration is made in accordance with a resolution of the Directors and is signed for and on behalf of the Directors by:

  
Name: \_\_\_\_\_  
Chairperson **GLEN CALBUNG**

Date: 07-10-2019





## Independent Auditor's Report

To the Members of Southern Aboriginal Corporation

### Opinion

We have audited the **Financial Report** of Southern Aboriginal Corporation (the Corporation).

In our opinion, the accompanying Financial Report of the Company is in accordance with the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*, including:

- giving a true and fair view of the Corporation's financial position as at 30 June 2019 and of its financial performance and its cash flows for the year ended on that date; and
- complying with *Australian Accounting Standards and the Corporations (Aboriginal and Torres Strait Islander) Regulations 2007*.

The **Financial Report** comprises:

- Statement of financial position as at 30 June 2019;
- Statement of profit or loss and other comprehensive income, Statement of changes in equity, and Statement of cash flows for the year then ended;
- Notes including a summary of significant accounting policies; and
- Directors' Declaration.

### Basis for opinion

We conducted our audit in accordance with *Australian Auditing Standards*. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the Financial Report* section of our report.

We are independent of the Corporation in accordance with the independence requirements of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the Financial Report in Australia. We have fulfilled our other ethical responsibilities in accordance with the Code.

### Other Information

Other Information is financial and non-financial information in Southern Aboriginal Corporation's annual reporting which is provided in addition to the Financial Report and the Auditor's Report. The Directors are responsible for the Other Information.

Our opinion on the Financial Report does not cover the Other Information and, accordingly, we do not express an audit opinion or any form of assurance conclusion thereon.

KPMG, an Australian partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Liability limited by a scheme approved under Professional Standards Legislation.



In connection with our audit of the Financial Report, our responsibility is to read the Other Information. In doing so, we consider whether the Other Information is materially inconsistent with the Financial Report or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

We are required to report if we conclude that there is a material misstatement of this Other Information, and based on the work we have performed on the Other Information that we obtained prior to the date of this Auditor's Report we have nothing to report.

#### Responsibilities of the Directors for the Financial Report

The Directors are responsible for:

- preparing the Financial Report that gives a true and fair view in accordance with *Australian Accounting Standards and the Corporations (Aboriginal and Torres Strait Islander) Act 2006*;
- implementing necessary internal control to enable the preparation of a Financial Report that gives a true and fair view and is free from material misstatement, whether due to fraud or error; and
- assessing the Corporation's ability to continue as a going concern. This includes disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless they either intend to liquidate the Corporation or to cease operations, or have no realistic alternative but to do so.

#### Auditor's responsibilities for the audit of the Financial Report

Our objective is:

- to obtain reasonable assurance about whether the Financial Report as a whole is free from material misstatement, whether due to fraud or error; and
- to issue an Auditor's Report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with *Australian Auditing Standards* will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error. They are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the Financial Report.

A further description of our responsibilities for the audit of the Financial Report is located at the *Auditing and Assurance Standards Board* website at: [http://www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](http://www.auasb.gov.au/auditors_responsibilities/ar4.pdf). This description forms part of our Auditor's Report.

KPMG

Matthew Beevers

Partner

Perth

8 October 2019

ATTACHMENT 8.2.1.E

Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019

**STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**  
**FOR THE YEAR ENDED 30 June 2019**

	<i>Note</i>	<b>2019</b>	<b>2018</b>
		<b>\$</b>	<b>\$</b>
Revenue	5	<b>2,733,322</b>	2,830,645
Other income	6	<b>139,341</b>	303,947
Employee benefits expense	7	<b>(1,387,587)</b>	(1,436,629)
Depreciation expense		<b>(597,753)</b>	(611,636)
Repairs and maintenance		<b>(240,901)</b>	(219,168)
Other expenses	8	<b>(1,009,440)</b>	(1,215,119)
<b>Operating deficit</b>		<b>(363,018)</b>	(347,960)
Finance income	9	<b>32,099</b>	113,186
Finance costs	9	<b>(10,889)</b>	(7,124)
<b>Net finance income</b>		<b>21,210</b>	106,062
<b>Deficit for the year</b>		<b>(341,808)</b>	(241,898)
<b>Other comprehensive income</b>			
<b>Items that are or may be reclassified to profit or loss</b>			
Revaluation of property, plant and equipment		-	(103,073)
<b>Total other comprehensive expense</b>		-	(103,073)
<b>Deficit attributable to members of the entity</b>		<b>(341,808)</b>	(344,971)
<b>Total comprehensive deficit attributable to members of the entity</b>		<b>(341,808)</b>	(344,971)

This statement should be read in conjunction with the accompanying notes

ATTACHMENT 8.2.1.E

Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019

**STATEMENT OF FINANCIAL POSITION**  
**FOR THE YEAR ENDED 30 June 2019**

	Note	2019 \$	2018 \$
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	10	2,016,727	2,267,599
Trade and other receivables	11	192,165	158,399
Other assets		3,575	3,838
Investments	12	823,862	1,182,173
<b>Total current assets</b>		<b>3,036,329</b>	<b>3,612,009</b>
<b>Non-current assets</b>			
Property, plant and equipment	13	22,994,066	22,192,655
<b>Total non-current assets</b>		<b>22,994,066</b>	<b>22,192,655</b>
<b>Total assets</b>		<b>26,030,395</b>	<b>25,804,664</b>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Trade and other payables	14	689,979	735,426
Employee benefits	15	149,031	188,411
Unexpended grants	16	197,244	222,197
Financial liabilities	17	26,549	44,978
Borrowings	18	44,688	-
<b>Total current liabilities</b>		<b>1,107,491</b>	<b>1,191,012</b>
<b>Non-current liabilities</b>			
Employee benefits	15	50,220	45,401
Financial liabilities	17	74,177	-
Borrowings	18	572,064	-
<b>Total non-current liabilities</b>		<b>696,461</b>	<b>45,401</b>
<b>Total liabilities</b>		<b>1,803,952</b>	<b>1,236,413</b>
<b>Net assets</b>		<b>24,226,443</b>	<b>24,568,251</b>
<b>Members' funds</b>			
Retained surplus		5,156,443	5,498,251
Reserves		19,070,000	19,070,000
<b>Total members' funds</b>		<b>24,226,443</b>	<b>24,568,251</b>

This statement should be read in conjunction with the accompanying notes

ATTACHMENT 8.2.1.E

Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019

**STATEMENT OF CHANGES IN EQUITY**

FOR THE YEAR ENDED 30 June 2019

	Retained surplus \$	Asset revaluation reserve \$	Total \$
<b>Balance as at 1 July 2018</b>	5,498,251	19,070,000	24,568,251
<b>Comprehensive income</b>			
Deficit for the year	(341,808)	-	(341,808)
Other comprehensive income for the year	-	-	-
<b>Total comprehensive loss for the year attributable to members</b>	(341,808)	-	(341,808)
<b>Balance as at 30 June 2019</b>	5,156,443	19,070,000	24,226,443
<b>Balance as at 1 July 2017</b>	5,740,149	19,173,073	24,913,222
<b>Comprehensive income</b>			
Deficit for the year	(241,898)	-	(241,898)
Other comprehensive income for the year	-	(103,073)	(103,073)
<b>Total comprehensive loss for the year attributable to members</b>	(241,898)	(103,073)	(344,971)
Transfers between reserves	-	-	-
<b>Balance as at 30 June 2018</b>	5,498,251	19,070,000	24,568,251

This statement should be read in conjunction with the accompanying notes

ATTACHMENT 8.2.1.E

Southern Aboriginal Corporation  
Annual Financial Statements  
For the Year Ended 30 June 2019

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED 30 June 2019**

	Note	2019 \$	2018 \$
<b>Cash flows from operating activities</b>			
Receipts from customers		3,005,294	3,326,479
Interest received		32,099	113,186
Interest paid		(7,494)	(7,124)
Payments to suppliers and employees		(2,989,378)	(2,560,915)
<b>Net cash from operating activities</b>	10(a)	<b>40,521</b>	<b>871,626</b>
<b>Cash flows from investing activities</b>			
Proceeds from sale of property, plant and equipment		-	179,450
Acquisition of plant and equipment		(1,316,616)	(101,224)
Acquisition of other investments		(800,000)	(224,327)
Proceeds from sale of investments		1,217,223	-
<b>Net cash used in investing activities</b>		<b>(899,393)</b>	<b>(146,101)</b>
<b>Cash flows from financing activities</b>			
Proceeds from borrowings		616,752	-
Repayment of lease liabilities		(8,752)	(19,310)
<b>Net cash from/(used in) financing activities</b>		<b>608,000</b>	<b>(19,310)</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(250,872)</b>	<b>706,215</b>
Cash and cash equivalents at beginning of year		2,267,599	1,561,384
<b>Cash and cash equivalents at end of year</b>	10	<b>2,016,727</b>	<b>2,267,599</b>

This statement should be read in conjunction with the accompanying notes

## NOTES TO THE FINANCIAL STATEMENTS

### For the Year Ended 30 June 2019

#### 1. REPORTING ENTITY

Southern Aboriginal Corporation (the "Corporation") is incorporated and domiciled in Australia. It was incorporated on 23 November 1983. The liability of its members is limited. Southern Aboriginal Corporation is a not-for profit organisation.

The Corporation was originally incorporated under the *Aboriginal Councils and Associations Act 1976* and is now incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*. It is deemed to be a "medium" Indigenous Corporation.

The Corporation's registered address and principal place of business is 45 – 47 Serpentine Road, Albany, Western Australia 6330.

This is the first set of the Corporation's financial statements in which AASB 9 *Financial Instruments* has been applied. Changes to significant accounting policies are described in Note 4.

#### 2. BASIS OF PREPARATION OF THE FINANCIAL REPORT

##### **Date of Issue**

The financial report was authorised for issue on 7 October 2019 by the Directors.

##### **Basis of Accounting**

The financial statements are general purpose financial statements that have been prepared in accordance with Australian Accounting Standards (AASBs) of the Australian Accounting Standards Board (AASB). It is presented in order to comply with the Corporation's obligations under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Act) and the *Corporations (Aboriginal and Torres Strait Islander) Regulations 2017* (Regulations). The Corporation is a not-for-profit entity for financial reporting purposes under Australian Accounting Standards.

Australian Accounting Standards set out accounting policies that the AASB has concluded would result in financial statements containing relevant and reliable information about transactions, events and conditions. Material accounting policies adopted in the preparation of these financial statements are presented below and have consistently applied unless otherwise stated.

The financial statements relate to the Corporation as an individual entity. There are no controlled entities.

##### **Basis of Measurement**

The financial statements, except for the cash flow information, have been prepared on an accruals basis and are based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities.

##### **Functional and Presentation Currency**

The financial statements are presented in Australian dollars, which is the Corporation's functional currency. The amounts presented in the financial statements have been rounded to the nearest dollar.

##### **Going Concern**

The financial report is prepared on a going concern basis.

The ability of the Corporation to continue as a going concern is dependent upon continued support from various Government funding bodies.

## 2. BASIS OF PREPARATION OF THE FINANCIAL REPORT (CONTINUED)

### ***New Accounting Standards for Application in Future Periods***

A number of new standards, amendments to standards and interpretations are effective for annual periods beginning after 1 July 2018, and have not been applied in preparing these financial statements. Those that may be relevant are *AASB 15 Revenue from Contracts with Customers*, *AASB 16 Leases* and *AASB 1058 Income of Not-for-profit Entities*, which become mandatory for the Corporation's 2020 financial statements. The Corporation does not plan to adopt these standards early and the extent of the impact has not yet been determined.

The Corporation has adopted the following new standards and amendments to standards, including any consequential amendments to other standards, with a date of initial application of 1 July 2018.

- ***AASB 9 Financial Instruments***

The standard has been adopted using the cumulative effect method applied from 1 July 2018. Accordingly, comparative information has not been restated.

### ***Critical Accounting Estimates and Judgments***

The directors evaluate estimates and judgments incorporated into the financial statements based on historical knowledge and best available current information. Estimates assume a reasonable expectation of future events and are based on current trends and economic data, obtained both externally and internally.

#### ***Key estimates – Fair value of land and buildings***

The Corporation assesses the fair value at each reporting date by evaluating conditions that may lead to changes in fair value.

The Directors have assessed the fair value of land and buildings based on market valuation independently provided to the Corporation.

## 3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the material accounting policies adopted in the preparation of the financial report. The accounting policies have been consistently applied, unless otherwise stated.

### ***a) Revenue***

Revenue is measured at the fair value of the consideration received or receivable. The Corporation recognises revenue when the amount of revenue can be reliably measured, it is probable that future economic benefits will flow to the Corporation and specific criteria have been met for each of the activities described below. All revenue is stated net of the amount of goods and services tax (GST).

Revenue is recognised for major business activities as follows:

#### ***Revenue based grants***

Non-reciprocal contributions are recognised as revenue when the Corporation obtains control of the asset comprising the contribution. Control is normally obtained upon receipt.

Unexpended grants are accounted for as liabilities until the monies are expended or returned to the funding body.

#### ***Rental income***

Rental income is recognised in income on a periodical basis in accordance with the tenancy agreement. Rent received in advance is included in unearned income and is classified within liabilities.

#### ***Services***

Revenue from the rendering of a service is recognised upon the delivery of the service to the customers.



**3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**b) Finance income and finance costs**

The Corporation's finance income and finance costs include:

- Interest income; and
- Interest expense.

Interest income or expense is recognised using the effective interest method.

**c) Taxation**

Southern Aboriginal Corporation is a *Public Benevolent Institution* and is endorsed by the Australian Taxation Office to access the following taxation concessions:

- GST Concession
- FBT Exemption
- Income Tax Exemption

The Corporation is registered as a *Deductible Gift Recipient* and donations to the Corporation of \$2 or more are tax deductible. There were no significant changes to the operations of the Corporation during the year and so there is no reason to believe that the exemptions will not continue to apply.

**d) Property, Plant and Equipment**

**i) Recognition and measurement**

*Property*

Freehold land and buildings are shown at their fair value based on periodic, but at least every 5 years, valuations by external independent valuers, less subsequent depreciation for buildings.

In periods when the freehold land and buildings are not subject to an independent valuation, the directors conduct directors' valuations to ensure the carrying amount for the land and buildings is not materially different to the fair value.

Increases in the carrying amount arising on revaluation of land and buildings are recognised in other comprehensive income and accumulated in the revaluation surplus in equity. Revaluation decreases that offset previous increases of the same class of assets shall be recognised in other comprehensive income under the heading of revaluation surplus. All other decreases are recognised in profit or loss.

Any accumulated depreciation at the date of the revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Freehold land and buildings that have been contributed at no cost or for nominal cost are valued and recognised at the fair value of the asset at the date it is acquired.

*Other Items*

Other items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses.

If significant parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognised in profit or loss.

### 3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### d) Property, Plant and Equipment (continued)

##### ii) Subsequent expenditure

Subsequent expenditure is capitalised only when it is probable that the future economic benefits associated with the expenditure will flow to the Corporation.

##### iii) Depreciation

Depreciation is calculated to write off the cost of property, plant and equipment less their estimated residual values using the diminishing value basis over their estimated useful lives, and is generally recognised in profit or loss. Leased assets are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Corporation will obtain ownership by the end of the lease term. Land is not depreciated.

The depreciation rates used for each class of depreciable assets are:

<i>Class of Fixed Asset</i>	<i>Depreciation Rate</i>
Buildings	5% (40 years)
Office equipment	53.33% (3.75 years)
Plant and equipment	53.33% (3.75 years)
Motor Vehicles	30.08% (6.65 years)
Leased Motor Vehicles	30.08% (6.65 years)

The assets' residual values and useful lives are reviewed and adjusted, if appropriate, at the end of each reporting period.

Terms and conditions of grant funds do not allow the charging of depreciation to the grant.

#### e) Leases

##### i) Determining whether an arrangement contains a lease

At inception of an arrangement, the Corporation determines whether such an arrangement is or contains a lease.

At inception or on reassessment of an arrangement that contains a lease, the Corporation separates payments and other consideration required by the arrangement into those for the lease and those for other elements on the basis of their relative fair values. If the Corporation concludes for a finance lease that it is impracticable to separate the payments reliably, then an asset and a liability are recognised at an amount equal to the fair value of the underlying asset; subsequently, the liability is reduced as payments are made and an imputed finance cost on the liability is recognised using the Corporation's incremental borrowing rate.

##### ii) Leased assets

Assets held by the Corporation under leases that transfer to the Corporation substantially all the risks and rewards of ownership are classified as finance leases. The leased asset is measured initially at an amount equal to the lower of their fair value and the present value of the minimum lease payments. Subsequent to initial recognition, the assets are accounted for in accordance with the accounting policy applicable to that asset.

Assets held under other leases are classified as operating leases and are not recognised in the Corporation's statement of financial position.

### 3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *e) Leases (continued)*

##### *iii) Lease payments*

Payments made under operating leases are recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives received are recognised as an integral part of the total lease expense, over the term of the lease.

Minimum lease payments made under finance leases are apportioned between the finance expense and the reduction of the outstanding liability. The finance expense is allocated to each period during the lease term so as to produce a constant periodic rate of interest on the remaining balance of the liability.

#### *f) Financial Instruments*

The Corporation classifies non-derivative financial assets into the following categories: amortised cost and fair value through profit or loss (FVTPL).

The Corporation classifies non-derivative financial liabilities into the other financial liabilities category.

##### *i) Non-derivative financial assets and financial liabilities – recognition and de-recognition*

The Corporation initially recognises loans and receivables issued on the date when they are originated. All other financial assets and financial liabilities are initially recognised when the Corporation becomes a party to the contractual provisions of the instrument.

The Corporation derecognises a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred, or it neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control over the transferred asset. Any interest in such derecognised financial assets that is created or retained by the Corporation is recognised as a separate asset or liability. The Corporation derecognises a financial liability when its contractual obligations are discharged or cancelled, or expire.

Financial assets and financial liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Corporation has a legal right to offset the amounts and intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

##### *ii) Non-derivative financial assets – measurement*

###### *Loans and receivables*

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

###### *Cash and cash equivalents*

In the statement of cash flows, cash and cash equivalents includes bank overdrafts that are repayable on demand and form an integral part of the Corporation's cash management.

###### *Investments*

Investments are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in profit or loss.

##### *iii) Non-derivative financial liabilities – measurement*

Non-derivative financial liabilities are initially recognised at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these liabilities are measured at amortised cost using the effective interest method.

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### **3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### **g) Impairment**

##### **i) Non-derivative financial assets**

Financial assets not classified as at fair value through profit or loss are assessed at each reporting date to determine whether there is objective evidence of impairment.

Objective evidence that financial assets are impaired includes:

- default or delinquency by a debtor;
- restructuring of an amount due to the Corporation on terms that the Corporation would not consider otherwise;
- indications that a debtor or issuer will enter bankruptcy.

##### **Financial assets measured at amortised cost**

The Corporation considers evidence of impairment for these assets measured at both an individual asset and a collective level. All individually significant assets are individually assessed for specific impairment. Those found not to be impaired are then collectively assessed for any impairment that has been incurred but not yet individually identified. Assets that are not individually significant are collectively assessed for impairment. Collective assessment is carried out by grouping together assets with similar risk characteristics.

In assessing collective impairment, the Corporation uses historical information on the timing of recoveries and the amount of loss incurred, and makes an adjustment if current economic and credit conditions are such that the actual losses are likely to be greater or lesser than suggested by historical trends.

An impairment loss is calculated as the difference between an asset's carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognised in profit or loss and reflected in an allowance account. When the Corporation considers that there are no realistic prospects of recovery of the asset, the relevant amounts are written off. If the amount of impairment loss subsequently decreases and the decrease can be related objectively to an event occurring after the impairment was recognised, then the previously recognised impairment loss is reversed through profit or loss.

##### **ii) Non-financial assets**

At each reporting date, the Corporation reviews the carrying amounts of its non-financial assets to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated.

For impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. Value in use is based on the estimated future cash flows, discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU.

An impairment loss is recognised if the carrying amount of an asset or CGU exceeds its recoverable amount.

Impairment losses are recognised in profit or loss. For other assets, an impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

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### **3. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

#### ***h) Payables***

Payables include the following:

##### *Trade Creditors*

These amounts represent liabilities for goods or services provided to the Corporation prior to the end of the financial year which remain unpaid. The amounts are unsecured and are usually paid within 30 days of recognition. Trade creditors include the taxation liability owing at 30 June.

##### *Tenants Bonds*

Tenant bonds are held as security against damage and non-payment of rent. Bonds are returned to the tenant if the house is in good condition and all rental amounts outstanding paid.

##### *Social Club*

A liability is recognised for amounts deducted from staff wages and expensed on operating the staff Social Club.

##### *Deposits Held*

Deposits held include amounts paid by governments as part of sale contracts for Indigenous Housing prior to settlement of the sale.

#### ***i) Employee Benefits***

##### ***(i) Short-term employee benefits***

Short-term employee benefits are expensed as the related service is provided. A liability is recognized for the amount expected to be paid if the Corporation has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

##### ***(ii) Other long-term employee benefits***

The Corporation's net obligation in respect of long-term employee benefits is the amount of future benefit that employees have earned in return for their service in the current and prior periods. That benefit is discounted to determine its present value. Remeasurements are recognised in profit or loss in the period in which they arise.

#### ***j) Goods and Services Tax (GST)***

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities, which are recoverable from or payable to the ATO, are presented as operating cash flows included in receipts from customers or payments to suppliers.

#### ***k) Dividends***

The Corporation is a not-for-profit Corporation and is precluded by its constitution from paying dividends to members.

#### ***l) Comparative Figures***

Where required by Accounting Standards comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Corporation applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements, a statement of financial position as at the beginning of the earliest comparative period must be disclosed.

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### 4. CHANGES IN SIGNIFICANT ACCOUNTING POLICIES

#### AASB 9 Financial Instruments

AASB 9 sets out requirements for recognising and measuring financial assets, financial liabilities and some contracts to buy or sell non-financial items. This standard replaces AASB 139 *Financial Instruments: Recognition and Measurement*.

As a result of the adoption of AASB 9, the Corporation has adopted consequential amendments to AASB 101 *Presentation of Financial Statements*, which requires impairment of financial assets to be presented in a separate line item in the statement of profit or loss and OCI.

Additionally, the Corporation has adopted consequential amendments to AASB 7 *Financial Instruments: Disclosures* that are applied to disclosures about 2018 but have not been generally applied to comparative information.

The transition to AASB 9 has no impact on the opening balance of retained earnings.

#### *Classification and measurement of financial assets and liabilities*

AASB 9 contains three principal classification categories for financial assets: measured at amortised cost, FVOCI and FVTPL. The classification of financial assets under AASB 9 is generally based on the business model in which a financial asset is managed and its contractual cash flow characteristics.

AASB 9 eliminates the previous AASB 139 categories of held to maturity, loans and receivables and available for sale. AASB 9 largely retains the existing requirements in AASB 139 for the classification and measurement of financial liabilities.

The adoption of AASB 9 has had no material effect on the carrying amounts of financial assets and financial liabilities at 1 July 2018.

The following table and the accompanying notes below explain the original measurement categories under AASB 139 and the new measurement categories under AASB 9 for each class of the Corporation's financial assets and financial liabilities as at 1 July 2018.

	<b>Original classification under AASB 139</b>	<b>New classification under AASB 9</b>	<b>Carrying amount under AASB 139 \$</b>	<b>Carrying amount under AASB 9 \$</b>
<b>Financial assets</b>				
Cash and cash equivalents	Loans and receivables	Amortised cost	2,267,599	2,267,599
Trade and other receivables	Loans and receivables	Amortised cost	158,399	158,399
Investments	FVTPL	FVTPL	1,182,173	1,182,173
			<b>3,608,171</b>	<b>3,608,171</b>

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### 4. CHANGES IN SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### AASB 9 Financial Instruments (continued)

	Original classification under AASB 139	New classification under AASB 9	Carrying amount under AASB 139 \$	Carrying amount under AASB 9 \$
<b>Financial liabilities</b>				
Trade and other payables	Other financial liabilities	Other financial liabilities	166,599	166,599
Financial liabilities	Other financial liabilities	Other financial liabilities	44,978	44,978
			<b>211,577</b>	<b>211,577</b>

#### *Impairment of financial assets*

AASB 9 replaces the 'incurred loss' model in AASB 139 with an 'expected credit loss' (ECL) model. The new impairment model applies to financial assets measured at amortised cost, contract assets and debt investments at FVOCI, but not to investments in equity instruments. Under AASB 9, credit losses are generally recognised earlier than under AASB 139.

The Corporation has determined that the application of AASB 9's impairment requirements at 1 July 2018 results in no material change in provisions recorded.

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**5. REVENUE**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Grant Income	<b>1,631,831</b>	1,747,000
Rent	<b>859,257</b>	830,382
Property leasing	<b>242,234</b>	253,263
	<b>2,733,322</b>	2,830,645

**6. OTHER INCOME**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Recoveries	<b>39,929</b>	343,986
Wages subsidy	-	9,091
Gain/(loss) on investment	<b>58,912</b>	(85,204)
Gain on sale of property, plant and equipment	<b>31,164</b>	-
Sundry Income	<b>9,336</b>	19,539
Donations	-	16,535
	<b>139,341</b>	303,947

**7. EMPLOYEE BENEFITS EXPENSE**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Salaries and allowances	<b>1,218,494</b>	1,156,919
Superannuation	<b>117,434</b>	114,662
Other employee-related expense	<b>51,659</b>	165,048
	<b>1,387,587</b>	1,436,629

**8. OTHER EXPENSES**

The following significant Other Expenses are relevant in explaining the financial performance

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Computer expenses	<b>22,320</b>	33,433
Conference/meetings/seminars	<b>20,242</b>	22,328
Consultants fees	<b>152,587</b>	111,225
Electricity and gas	<b>16,481</b>	19,443
Insurance - general	<b>176,900</b>	154,309
Legal fees	-	1,274
Loss on sale of plant and equipment	-	16,957
Motor vehicle expenses	<b>39,523</b>	22,984
Office rental	<b>81,322</b>	88,770
Office supplies	<b>28,009</b>	28,601
Projects and Project materials	<b>38,055</b>	34,709
Rates - Land/Water/Water Consumption	<b>159,763</b>	151,105
Telephone/fax	<b>44,573</b>	23,298
Training costs	<b>16,038</b>	10,274
Travel	<b>73,330</b>	49,429
All other expenses	<b>140,297</b>	446,980
	<b>1,009,440</b>	1,215,119



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**9. NET FINANCE INCOME**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Interest income	<b>32,099</b>	113,186
<b>Finance income</b>	<b>32,099</b>	113,186
Interest expenses	<b>10,889</b>	7,124
<b>Finance costs</b>	<b>10,889</b>	7,124
<b>Net finance income recognised in profit or loss</b>	<b>21,210</b>	106,062

**10. CASH AND CASH EQUIVALENTS**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Resource Account	<b>645,779</b>	528,125
Housing - NAB	<b>122,163</b>	212,524
Housing - CBA	-	24,566
Housing - WBC	<b>6,846</b>	206,128
CDEP Account	<b>113,721</b>	112,024
Provisions Account	<b>642,833</b>	634,113
Housing - NAB Maintenance	<b>463,037</b>	527,903
Housing - DHWS Support	<b>16,739</b>	16,530
FVLS Trust Account	<b>5,609</b>	5,539
	<b>2,016,727</b>	2,267,452
Cash on hand	-	147
Cash at bank and in hand	<b>2,016,727</b>	2,267,599

Restriction: Cash at bank includes an amount of \$197,244 (2018: \$222,197) representing the balance of unexpended grants and grants held in trust. The restriction arises as a result of the terms and conditions of various funding agreements which require unspent funds to be returned or used in future years for the purposes specified in the funding agreements. See Note 16.

**a) Reconciliation of Cash Flow from Operations with Profit After Income Tax**

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
Deficit	<b>(341,808)</b>	(241,898)
Adjustments for non-cash items:		
Depreciation	<b>597,753</b>	611,636
Interest expense	<b>3,395</b>	-
Other non-cash expenses	<b>5,551</b>	-
(Gain)/loss on investments	<b>(58,912)</b>	85,204
(Gain)/loss on sale of property, plant and equipment	<b>(31,164)</b>	16,957
Operating surplus before changes in working capital and provisions	<b>174,815</b>	471,899
Changes in assets and liabilities:		
Change in trade and other receivables	<b>(29,596)</b>	1,300
Change in other assets	<b>263</b>	648
Change in unexpended grants	<b>(24,953)</b>	(152,355)
Change in trade and other payables	<b>(45,447)</b>	509,530
Change in employee benefits	<b>(34,561)</b>	40,604
Net cash from operating activities	<b>40,521</b>	871,626

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**11. TRADE AND OTHER RECEIVABLES**

	2019	2018
	\$	\$
Trade receivables	188,663	223,033
Less: provisions for doubtful debts	-	(64,757)
Less: provisions for expected credit losses	(12,156)	-
Accrued income	7,564	123
Other receivables	8,094	-
	<u>192,165</u>	<u>158,399</u>
<b>a) Aging of Amounts Receivable, Past Due but Not Impaired</b>		
0-30	65,804	67,405
31-60	6,739	4,124
61-90	86,782	64,709
90+	17,182	22,038
	<u>176,507</u>	<u>158,276</u>
<b>b) Aging of Amounts Receivable, Past Due and Impaired</b>		
0-30	-	-
31-60	-	-
61-90	-	-
90+	12,156	64,757
	<u>12,156</u>	<u>64,757</u>

*Terms:* Trade and other debtors are non-interest bearing and are generally settled on terms of 30 days.

*Review:* Impaired receivables are reviewed for collectability and either written off or pursued to recovery.

**12. INVESTMENTS**

	2019	2018
	\$	\$
<b>At fair value</b>		
Investment Growth investment	823,862	1,182,173
	<u>823,862</u>	<u>1,182,173</u>

**13. PROPERTY, PLANT AND EQUIPMENT**

	2019	2018
	\$	\$
<b>Land and Buildings</b>		
Land at fair value	12,132,307	11,181,422
<b>Buildings</b>		
Buildings at fair value	12,352,735	12,030,579
Accumulated depreciation	(1,728,516)	(1,168,156)
	<u>10,624,219</u>	<u>10,862,423</u>
<b>Motor vehicles</b>		
Motor Vehicles at cost	270,344	195,206
Leased Motor Vehicles	92,182	92,182
Accumulated depreciation	(172,896)	(169,708)
	<u>189,630</u>	<u>117,680</u>

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**13. PROPERTY, PLANT AND EQUIPMENT (CONTINUED)**

	2019	2018
	\$	\$
<b>Plant and equipment</b>		
Plant and equipment at cost	560,102	538,999
Accumulated depreciation	(512,192)	(507,869)
	<u>47,910</u>	<u>31,130</u>
<b>Total property, plant and equipment</b>	<u>22,994,066</u>	<u>22,192,655</u>

**a) Movement in Carrying Amounts**

Movements in carrying amounts for each class of property, plant and equipment between the beginning and at the end of the financial year are:

	Land	Buildings	Motor vehicles	Plant and Equipment	Total
	\$	\$	\$	\$	\$
Balance at 1 July 2018	11,181,422	10,862,423	117,680	31,130	22,192,655
Additions	950,885	322,156	136,345	21,103	1,430,489
Disposals	-	-	(31,325)	-	(31,325)
Depreciation expense	-	(560,360)	(33,070)	(4,323)	(597,753)
Balance at 30 June 2019	<u>12,132,307</u>	<u>10,624,219</u>	<u>189,630</u>	<u>47,910</u>	<u>22,994,066</u>
Balance at 1 July 2017	11,260,417	11,658,849	66,064	17,217	23,002,547
Additions	-	-	77,804	23,420	101,224
Disposals	(25,000)	(171,407)	-	-	(196,407)
Impairment loss	(53,995)	(49,078)	-	-	(103,073)
Depreciation expense	-	(575,941)	(26,188)	(9,507)	(611,636)
Balance at 30 June 2018	<u>11,181,422</u>	<u>10,862,423</u>	<u>117,680</u>	<u>31,130</u>	<u>22,192,655</u>

The Corporation holds its housing assets as Property, Plant and Equipment rather than Investment Properties since the primary purpose of the provision of the housing is of a social benefit nature for Indigenous Australians and the rental income is incidental to that purpose.

**b) Revaluation**

*Revaluations:* The fair value of land and buildings (housing and farming) was assessed by management for the 2019 financial year. This assessment did not result in any revaluation adjustment.

**c) Title**

The Corporation has legal title to the land, buildings and improvements listed in the asset register. In relation to the various titles to the "Wandering" farm property, the Corporation is either the registered owner or is a lessee or acting as trustee for "Native Mission" purposes for land vested in the Aboriginal Lands Trust.

Caveats have been placed on titles of some properties purchased with grant funds. These caveats do not allow dealing in the property without the prior written approval of the funding body.

**d) Security**

As at 30 June 2019, land with a carrying amount of \$950,885 was registered as security for a bank loan (see Note 18).

ATTACHMENT 8.2.1.E

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14. TRADE AND OTHER PAYABLES

	2019	2018
	\$	\$
Trade creditors	101,997	114,151
Accrued expenses	4,950	42,212
<b>Staff entitlements</b>		
Social club	6,069	4,601
Superannuation payable	35,664	-
Other payables	2,343	-
<b>Tax payable</b>		
GST payable	-	549
<b>Deposits and bonds</b>		
Tenant bonds	1,231	1,231
Deposits held	3,855	3,855
<b>Deferred income</b>		
Lease in Advance - Farms	42,970	81,645
Grants received in advance	490,900	487,182
	<u>689,979</u>	<u>735,426</u>

15. EMPLOYEE BENEFITS

	2019	2018
	\$	\$
<b>CURRENT</b>		
<i>Employee entitlements</i>		
Accrued annual leave	61,913	57,952
Accrued sick leave	-	68,418
Accrued long service leave	87,118	62,041
	<u>149,031</u>	<u>188,411</u>
<b>NON-CURRENT</b>		
Accrued long service leave	50,220	45,401
	<u>50,220</u>	<u>45,401</u>

16. UNEXPENDED GRANTS

	2019	2018
	\$	\$
Unexpended Grants	197,244	222,197
	<u>197,244</u>	<u>222,197</u>

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16. UNEXPENDED GRANTS (CONTINUED)

a) Reconciliation of Unexpended Grants

Grant	Unexp Grant B/fwd \$	Grant Income \$	Other Income \$	Transfer/ Refund \$	Expenses \$	Unexp Grant C/Fwd \$
FVPLS	59,664	1,048,153	2,768	-	(983,852)	126,733
SRF Albany	45,887	145,804	800	-	(189,330)	3,161
SRF Katanning	46,535	145,804	800	-	(171,236)	21,904
Healthway - Health Promotion	1,168	-	-	526	-	1,694
WA Country Health Service	1,693	130,723	-	(526)	(130,546)	1,345
DOH - BYAC Housing Project	12,282	-	-	-	-	12,282
Job and Skills Centre	54,968	136,392	-	-	(161,235)	30,125
NAIDOC Fund	-	-	-	-	-	-
<b>Total</b>	<b>222,197</b>	<b>1,606,876</b>	<b>4,368</b>	<b>-</b>	<b>(1,636,199)</b>	<b>197,244</b>

17. FINANCIAL LIABILITIES

	2019 \$	2018 \$
<b>Current</b>		
Finance lease	31,660	46,341
Less unexpired interest	(5,111)	(1,363)
	<u>26,549</u>	<u>44,978</u>
<b>Non-Current</b>		
Finance lease	76,109	-
Less unexpired interest	(1,932)	-
	<u>74,177</u>	<u>-</u>

The Corporation had previously entered into four motor vehicle lease contracts with Volkswagen Financial Services, which had an interest rate of 7.5% and were paid out during the financial year.

During the year, the Corporation entered into four new motor vehicle lease contracts with Pepper Asset Finance. Three commenced in November 2018 and one commenced in February 2019. All leases are for a contractual period of 24 months. The interest rate is 5.85%.

18. BORROWINGS

	2019 \$	2018 \$
<b>Current</b>		
Secured bank loans	44,688	-
	<u>44,688</u>	<u>-</u>
<b>Non-Current</b>		
Secured bank loans	572,064	-
	<u>572,064</u>	<u>-</u>

The secured bank loan is secured over land with a carrying amount of \$950,885 (2018: \$0). Information about the Association's liquidity risk is included in Note 19.

## ATTACHMENT 8.2.1.E

**Southern Aboriginal Corporation  
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### 18. BORROWINGS (CONTINUED)

#### Terms and repayment schedule

The terms and conditions of outstanding loans with external parties are as follows:

	Currency	Nominal interest rate	Year of maturity	Face Value \$	Carrying amount \$
<b>30 June 2019</b>					
Westpac	AUD	Variable	2024	616,752	616,752
<b>Total interest-bearing liabilities</b>				<b>616,752</b>	<b>616,752</b>

#### Reconciliation of movements of liabilities to cash flows arising from financing activities

	Loans and borrowings	
	2019	2018
	\$	\$
<b>Balance as at 1 July</b>	-	-
<b>Changes from financing cash flows</b>		
Proceeds from loans and borrowings	616,752	-
<b>Total changes from financing cash flows</b>	<b>616,752</b>	<b>-</b>
<b>Balance as at 30 June</b>	<b>616,752</b>	<b>-</b>

### 19. FINANCIAL RISK MANAGEMENT

The Corporation's financial instruments consist mainly of deposits with banks, local money market instruments, and short-term investments, accounts receivable and payable. The Corporation does not have any derivative instruments at 30 June 2019.

The carrying amounts for each category of financial instruments, measured in accordance with AASB 9, as detailed in the accounting policies to these financial statements, are as follows:

	2019	2018
	\$	\$
<b>Financial Assets</b>		
Cash and cash equivalents	2,016,727	2,267,599
Trade and other receivables	192,165	158,399
Investments	823,862	1,182,173
<b>Total financial assets</b>	<b>3,032,754</b>	<b>3,608,171</b>
<b>Financial Liabilities</b>		
Trade and other payables	156,109	166,599
Financial liabilities	100,726	44,978
Borrowings	616,752	-
<b>Total financial liabilities</b>	<b>873,587</b>	<b>211,577</b>

#### Treasury Risk Management

Due to the limitations imposed on grant funding, all funds are held in at-call deposits or in short term investments with a major bank.

**19. FINANCIAL RISK MANAGEMENT (CONTINUED)**

*Specific Financial Risk Exposures and Management*

The main risks the Corporation is exposed to through its financial instruments are credit risk, liquidity risk and interest rate risk.

**a. Credit risk**

Exposure to credit risk relating to financial assets arises from the potential non-performance by counterparties of contract obligation that could lead to financial loss for the Corporation.

The Corporation does not have any material credit risk exposures in relation to trade receivables as its major source of revenue is receipt of grants. Credit risk is further mitigated as over 78% of the grants being received from state and federal governments are in accordance with funding agreements which ensure regular funding.

The Corporation has credit risk exposures relating to cash and cash equivalents and investments.

*Credit risk exposures*

The maximum exposure to credit risk at the end of the reporting period is equivalent to the carrying value and classification of those financial assets (net of any provision) as presented in the statement of financial position.

Trade and other receivables that are neither past due nor impaired are considered to be of medium credit quality. Aggregates of such amounts are detailed in Note 9.

Cash and cash equivalents are held with reputable Australian financial institutions. Investments of \$823,862 is held in one fund and therefore represent a material credit risk exposure.

**b. Liquidity risk**

Liquidity risk arises from the possibility that the Corporation might encounter difficulty in settling its debts or otherwise meeting its obligation in relation to financial liabilities. The Corporation manages liquidity risk by monitoring forecast cash flows and ensuring that adequate unutilized borrowing facilities are maintained.

ATTACHMENT 8.2.1.E

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19. FINANCIAL RISK MANAGEMENT (CONTINUED)

b. Liquidity risk (continued)

The table below reflects an undiscounted contractual maturity analysis for financial liabilities.

Financial liability and financial asset maturity analysis

	Within 1 Year		1 to 5 Years		Over 5 Years		Total	
	2019	2018	2019	2018	2019	2018	2019	2018
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Financial liabilities due for payment</b>								
Trade and other payables	156,109	166,599	-	-	-	-	156,109	166,599
Finance lease liabilities	26,549	44,978	74,177	-	-	-	100,726	44,978
Borrowings	44,688	-	572,064	-	-	-	616,752	-
<b>Total contractual outflows</b>	<b>227,346</b>	<b>211,577</b>	<b>646,241</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>873,587</b>	<b>211,577</b>
<b>Financial assets - cash flows realisable</b>								
Cash and cash equivalents	2,016,727	2,267,599	-	-	-	-	2,016,727	2,267,599
Trade and other receivables	192,165	158,399	-	-	-	-	192,165	158,399
Investments	823,862	1,182,173	-	-	-	-	823,862	1,182,173
<b>Total anticipated inflows</b>	<b>3,032,754</b>	<b>3,608,171</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,032,754</b>	<b>3,608,171</b>

Cash flows realised from financial assets reflect management's expectation as to the timing of realisation. Actual timing may therefore differ from that disclosed. The timing of cash flows presented in the table to settle financial liabilities reflect the earliest contractual settlement dates.

c. Market risk

Interest rate risk

Exposure to interest rate risk arises on financial assets and financial liabilities recognised at the end of the reporting period whereby a future change in interest rates will affect future cash flows or the fair value of fixed rate financial instruments.

As at 30 June 2019 there is no material interest rate risk.

Price risk

Price risk relates to the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices of securities held.

The Corporation is exposed to price risk due to its investment (refer to Note 12).

A reasonably possible change in price of 10% would have the impact of increasing or decreasing the surplus by \$82,386 (2018: \$118,217).



## ATTACHMENT 8.2.1.E

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### 19. FINANCIAL RISK MANAGEMENT (CONTINUED)

#### c. Market risk (continued)

##### *Sensitivity Analysis*

The following table illustrates sensitivities to the Corporation's exposures to changes in interest rates for variable rate instruments. The table indicates the impact on how surplus reported at the end of the reporting period would have been affected by changes in the relevant risk variable that management considers to be reasonably possible. These sensitivities assume that the movement in a particular variable is independent of other variables.

	<b>Surplus \$</b>
<b>30 June 2019</b>	
Increase in 2%	<b>12,916</b>
Decrease in 2%	<b>(12,916)</b>
<b>30 June 2018</b>	
Increase in 2%	10,563
Decrease in 2%	(10,563)
Net Fair Values	

The Corporation's financial assets and liabilities are carried at an amount that approximates to net fair value.

### 20. KEY MANAGEMENT PERSONNEL

The key management personnel comprise the Directors and the Officers identified in the attached Director's Report for the year ended 30 June 2019.

#### *Remuneration of Key Management Personnel*

	<b>Directors</b>		<b>Management</b>	
	<b>2019</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Short Term Benefits</b>				
Salaries and Allowances	-	-	<b>240,226</b>	211,757
Sitting Fees	<b>7,989</b>	11,465	-	-
Travel and allowances	<b>22,271</b>	25,776	-	-
<b>Post-Employment Benefits</b>				
Superannuation	-	-	<b>22,542</b>	19,871
<b>Total</b>	<b>30,260</b>	37,241	<b>262,768</b>	231,628

### 21. RELATED PARTY TRANSACTIONS

The Corporation is an Aboriginal-owned, community-based organisation based in Albany, Western Australia. Its purpose is to provide cultural, arts, heritage, employment, family counselling, and housing services to the South West community. As a result members and related parties are able to access services through the Corporation. Any transactions with Directors, members, Key Management Personnel and other related parties are conducted on terms no different to that of other residents of the community.

## ATTACHMENT 8.2.1.E

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### 22. CAPITAL AND LEASING COMMITMENTS

*Capital Commitments*

There are no Capital commitments.

*Rental Lease*

The property lease is a non-cancellable 1 year lease, with rent payable monthly in advance. There is an escape clause which states that if Government funding bodies withdrew their funds then the lease would be cancelled.

*Finance Lease Commitments*

Refer to Note 17 for details of motor vehicle finance leases.

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
<b>Payable - minimum lease payments</b>		
Not later than one year	<b>31,660</b>	46,341
Later than one year but not later than 5 years	<b>76,109</b>	-
Later than 5 years	-	-
<b>Minimum lease payments</b>	<b>107,769</b>	46,341
Less future finance charges	<b>(7,043)</b>	(1,363)
<b>Present value of minimum lease payment</b>	<b>100,726</b>	44,978

*Operating Lease Commitments*

Non-cancellable operating leases including rental property contracted for but not capitalised in the financial statements are as follows:

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
<b>Payable</b>		
Not later than one year	<b>66,324</b>	66,323
Later than one year but not later than 5 years	-	-
Later than 5 years	-	-
<b>Minimum lease payments</b>	<b>66,324</b>	66,323

### 23. AUDITOR'S REMUNERATION

	<b>2019</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>
<b>Audit services</b>		
Audit of the financial report	<b>43,000</b>	43,000
	<b>43,000</b>	43,000

### 24. COMMITMENTS

The Corporation has no commitments for expenditure as at 30 June 2019 other than those already stated in these financial statements.

### 25. CONTINGENT ASSETS AND LIABILITIES

The Corporation does not have any contingencies as at 30 June 2019. In 2018, the Corporation held a contingent liability with the Commonwealth Bank in relation to an autopay facility in the amount of \$30,000.

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**26. EVENTS AFTER THE REPORTING PERIOD**

Subsequent to the end of the reporting period, funding for the Safe and Resilient Families Programs for Albany and Katanning has ceased. These programs will not be run from 1 July 2019.

Other than the aforementioned event, there has not arisen in the interval between the end of the financial year and the date of this report any item, transaction or event of a material and unusual nature likely, in the opinion of the Directors of the Corporation, to affect significantly the operations of the Corporation or the state of affairs of the Corporation in future years.

**27. CAPITAL MANAGEMENT**

The Corporation's capital consists of financial liabilities, supported by financial assets. Management effectively manages the Corporation's capital by assessing the Corporation's financial risks and responding to changes in these risks and in the market. These responses may include the consideration of debt levels.

**28. RESERVES**

The Asset Revaluation Reserve records the revaluations of land and buildings.

The SAC reserve is used to separately record the retained earnings component related to operations (other than grant funding)

The balance of the SAC reserves, and Housing Capital maintenance reserves have been transferred to Retained Surplus, leaving a NIL effect on the members funds.

## ATTACHMENT 8.2.1F

### Rate Exemption Survey - Southern Aboriginal Corporation (SAC)

Local Government	Exempt Y/N	Comment
City of Bunbury	Y	Currently give rate exemption to SAC residential properties - Spent \$8K on legal opinion advising to grant exemption Council endorsed - Exemption given since 2014/2015.
City of Albany	Y	Exemption granted since 2015/2016 - following Bunbury decision & further legal opinion.
Shire of Narrogin	Y	Granted exemption to SAC residential leased properties at Ordinary Council Meeting held on 26 May 20.

## 8.2.2 Introduction of on-going direct debit as a permanent (in-advance) rate payment option.

Date: 15 July 2020  
File Ref: RTSV000  
Author: Peter Yaxley, Senior Finance Officer  
Attachments: 8.2.2A Proposed direct debit application form

### Background

The Shire of Boddington currently offers 'Rates Smoothing' via direct debit as a monthly payment option for rates and charges. Rates Smoothing is paid by direct debit from a cheque or savings bank account. The cost to the ratepayer to elect to pay via this option is currently set at an annual administration charge of \$35.40. Those rate assessments on the Rates Smoothing scheme are not levied with late payment interest.

The Rates Smoothing scheme currently commences on the 16<sup>th</sup> of the month in which the annual rates and charges are levied and runs to the end of the financial year (i.e. 16<sup>th</sup> of June). The repayments are calculated to ensure the total levied is cleared within this period. Once the balance has been paid the direct debit payment deduction immediately ceases until subsequent billing has occurred or the arrangement is cancelled by the ratepayer.

The scheme excludes those ratepayers with arrears who are experiencing financial hardship and are unable to pay the full outstanding amount within the financial year. These ratepayers are required to enter into a special payment arrangement which carries with it an administration fee of \$51.00 plus late payment interest of \*11% per annum calculated daily.

\*The rate of late payment interest will be reduced to 8% per annum for the 2020/2021 financial year in accordance with *Local Government (COVID-19 Response) Order 2020*.

### Comment

It would appear at odds with the principles of equity, to allow ratepayers who are unburdened from financial difficulty the flexibility to pay via an alternative payment method (interest free), while those experiencing financial hardship are required to enter into an arrangement with a higher administration charge that includes late payment penalties. This rings particularly true in recent times where many ratepayers have been constrained financially by the effects of the Coronavirus (COVID-19).

Accordingly, it would seem reasonable for the Shire of Boddington to take the lead in assisting those affected by extending flexible payment options to all ratepayers. It would also be advantageous to broaden the scope of the current direct debit payment option to become a permanent on-going monthly payment option, where ratepayers are permitted to pay their rates and charges in advance via this method. Consideration should be given to reducing the administration fee for all payment arrangements to an across the board, once-off charge of \$25.00 at commencement of each arrangement.

It is proposed that the monthly direct debit payment amounts will be set to clear the outstanding balance by the end of the month in which the 4<sup>th</sup> instalment payment becomes due. This would enable the Shire to receive between 4-6 months of rate payments in advance prior to the next annual billing.

The application form for this payment method would be made accessible from the Shire's website or business office. A copy of the proposed direct debit application form with service agreement is attached for information purposes.

## Statutory Environment

Local Governments may negotiate and accept an agreement for the payment of rates and service charges under the statutes of Section 6.49 of the *Local Government Act 1995 (The Act)*. The legislation permits a local government to assist those ratepayers experiencing financial hardship to meet their responsibility in respect to the payment of rates and service charges. This section of the *Act* states:

### **6.49. Agreement as to payment of rates and service charges**

*A local government may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.*

The Department of Local Government, Sport and Cultural Industries in the *Local Government Operational Guidelines* published on 1<sup>st</sup> May 2019 recommends that recovery or sale of land action for outstanding rates should only be considered when all other avenues of inquiry or action have been exhausted including:

#### **1. Introduction**

*Has the facility of a **direct debit** or Centrepay payment service (weekly, fortnightly or monthly) been offered?*

Local governments are therefore encouraged to assist ratepayers in financial hardship (where possible) by offering progressive and flexible payment options.

## Consultation

The following consultation was conducted:

- Department of Local Government, Sport and Cultural Industries – *Local Government Operational Guidelines*.
- Section 6.49 of the *Local Government Act 1995*.
- The below local governments were surveyed in relation to their current direct debit payment options:

Local Government Direct Debit Research								
Local Government	In Advance	Weekly	Fortnightly	Monthly	Instalment	Full Payment	Interest	Admin Fee
Shire of Murray	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shire of Narrogin	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
City of Gosnells	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City of Armadale	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Albany	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

All of the local governments surveyed offer a direct debit payment option by weekly, fortnightly or monthly payments. The City of Gosnells and City of Albany also permit direct debit registration for in-full and instalment option payments. All local governments allow in-advance rate payments via direct debit. Of the local governments that levied an Administration Fee, most (75%) were levied on a once-off charge basis. Only the Shire of Narrogin and the City of Albany continue to levy late payment interest, despite allowing rate payments in-advance. The City of Armadale does not charge an administration fee or late payment interest while a direct debit arrangement is in place. The City now boasts that they are approaching 20% of their rate base paying by this method, which is attributable to the attractive (no fees attached) nature of this payment option. The City also cited a decrease in debt collection costs as a benefit of this payment option.

### **Financial Implications.**

There may be some initial loss of revenue generation from the reduction of the administration fee to a once-off charge for those ratepayers electing to pay via direct debit.

However, the potential for interest generation on the in-advance rate payments between annual billings would ultimately surpass any loss, by way of interest accrual on the rates credits. This would provide the Shire with increased flexibility/control over the timing and volume of receivable rate payments. The inclusion of in-full and instalment payments via direct debit would also serve in enhancing this revenue control. It is conceivable that increased cash flow and collection rates would be attainable by incorporating these enhancement to the existing direct debit payment option.

In-full and instalment option payments can readily be accepted using the direct debit payment method but the administration fee would not apply in this instance. Otherwise, payment in-full via direct debit would be an unattractive option to ratepayers and the instalment payment options already carry with it the scheduled instalment on-costs. The Shire's existing rating software already incorporates the functionality to achieve all of the above outcomes.

Promotion of the direct debit payment option in the existing rating information brochure that is issued with annual rate notices would alleviate the need for a separate glossy 'Rates Smoothing' brochure and the associated printing and distribution costs. In lieu ratepayers would acquire an application by downloading the form direct from the Shire's website or by contacting the Shire business office.

An on-going (in-advance) direct debit payment facility would similarly reduce the overheads and upfront charges associated with debt recovery, such as legal charges and debt collection agent fees. The Shire of Boddington would also be perceived within the local government sphere and the wider community as a progressive local government, who readily offers ratepayers with alternative payment solutions.

### **Voting Requirements – Absolute Majority**

OFFICER'S RECOMMENDATION – ITEM 8.2.2
---------------------------------------

That Council resolve to:

- Adopt an on-going monthly direct debit payment option which permits in-advance payment of rates and charges.
- Allow access to the direct debit payment method to all ratepayers, including those with arrears as an alternative to (non-direct debit) special payment arrangements.
- Reduce all payment arrangement administration fees to a once-off charge of \$25.00, payable at the commencement of each new direct debit or special payment arrangement.
- Allow in-full and instalment payments to be made via direct debit.
- Waive the administration fee on in-full and instalment option direct debit payments.
- Waive late payment interest on rate assessments where an 'in-advance' direct debit payment arrangement is in place.
- Continue to levy late payment interest at the prescribed rate on (non-direct debit) payment arrangements.



## ATTACHMENT 8.2.2A

### Yearly Direct Debit Request Form

(Special Payment Arrangement for Rates & Charges)



**Date:** \_\_\_\_\_ **Assessment No:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Owner(s) Name:** \_\_\_\_\_

Dear Ratepayer,

For ratepayer who wish to pay their rates annually in full, by instalment payment option or by regular monthly payment amounts, on an ongoing basis, the Shire of Boddington is able to offer a direct debit payment method. The direct debit scheme will operate, from September 2020 and continue into each subsequent financial year. This arrangement is continuous and will not expire until cancelled by either party. This payment option is offered pursuant to Section 6.49 of the *Local Government Act 1995*.

**Please read the terms and conditions carefully.**

1. A once-off Administration Fee of \$25.00 will be charged at commencement of the arrangement. (Does not apply to Eligible pensioners & seniors).
2. No Penalty Interest will be charged unless the arrangement is cancelled within 12 months of your commencement date. (Does not apply to Eligible pensioners & seniors).
3. The Shire transmits the Direct Debit file on the 16<sup>th</sup> of each month. If the 16<sup>th</sup> of the month falls on a weekend or public holiday, the direct debit will occur on the next business day.
4. The Shire of Boddington will give at least 14 days' notice in writing when any changes are made to the initial terms of the agreement (i.e. new payment amount).
5. If any payments are dishonoured, the Shire will write to you and require the payment to be made up. If 2 payments are dishonoured, the Shire reserves the right to terminate the arrangement and demand payment in full. The Shire also reserves the right to pass on any costs incurred in respect of dishonoured payments.
6. If your yearly direct debit is cancelled by either party within 12 months of commencement, you not be able to commence another direct debit arrangement within the financial year in which it is cancelled.

**When you sign the reverse side of this form you are also acknowledging that you have read and agreed to the terms and conditions.** Should you have any queries in regard to the above, please contact the Shire's Rates Department by telephone on 9883 4999, by Fax to (08) 9883 8347 or by Email to: [records@boddington.wa.gov.au](mailto:records@boddington.wa.gov.au)

Page 1 of 2 P.T.O. 

## ATTACHMENT 8.2.3A

### 8.2.3 List of Payments – July 2020

Disclosure of Interest:	Nil
File Ref:	FINM001
Date:	16 August 2020
Author:	Graham Stanley, Acting CEO
Attachments:	8.2.3A List of Payments – July 2020 (CONFIDENTIAL)

#### Summary

The Local Government (Financial Management) Regulations 1996 require the preparation of a List of Payments made from the Council's bank accounts.

#### Background

A list of the payments made in each month is to be prepared and presented to a meeting of Council in the following month.

This list of payments is to be reviewed by Council separately from the monthly financial statements. This will ensure that the requirement of the Financial Regulations for the list of payments made in one month to be presented to the Council meeting in the following month, will be met even if the financial statements are not presented to that meeting.

Councillors have the opportunity to query or inspect invoices before the meeting to satisfy themselves before the item comes before Council.

#### Comment

The List of Payments for the month of July 2020 is presented in Attachment 8.2.3A.

#### Statutory Environment

Local Government (Financial Management) Regulations 1996

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared –
- (a) the payee's name; and
  - (b) the amount of the payment; and
  - (c) the date of the payment; and
  - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing –
- (a) for each account which requires council authorisation in that month –
    - (i) the payee's name; and
    - (ii) the amount of the payment; and
    - (iii) sufficient information to identify the transaction; and
  - (b) the date of the meeting of the council to which the list is to be presented.

## ATTACHMENT 8.2.3A

- (3) A list prepared under subregulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
  - (b) recorded in the minutes of that meeting.

Policy Implications - Nil

OFFICER'S RECOMMENDATION – 8.2.3
----------------------------------

That Council adopts the list of payments made for the period ending 31 July 2020 as listed in Attachment 8.2.3A

## 8.2.4 Monthly Financial Statements – May 2020

Disclosure of Interest:	Nil
Date:	17 August 2020
Author:	D Long – Finance Consultant
Attachments:	8.2.4A Monthly Financial Statements – May 2020 (separate attachment)

### Summary

The Monthly Financial Report for 31 May 2020 is presented for Councils adoption.

### Background

The Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 require local governments to prepare monthly reports containing the information that is prescribed.

### Comment

The Shire prepares the monthly financial statements in the statutory format along with other supplementary financial reports consisting of:

- (a) Statement of Financial Activity;
- (b) Statement of Comprehensive Income by Nature/Type;
- (c) Statement of Comprehensive Income by Function/Program;
- (d) Rate Setting Statement;
- (e) Local Repayments and Summary of Net Current Asset Position;
- (f) Capital Expenditure by Asset Class;
- (g) Capital Expenditure on Building Assets; and
- (h) Financial graphs.

### **MATERIAL VARIANCE COMMENTARY ON YEAR TO DATE MAY 2020**

The following commentary is provided to assist Council understand the cause of material variances (10% or \$10,000 above or below budget) in the variance columns on the Statement of Financial Activity.

### **OPERATING ACTIVITIES**

#### **REVENUE**

**Operating Revenue** is 1.8% or \$115k below budget. Key items include:-

- **Operating Grants** are 5.2% or \$26k below budget, due to less ESL grant funding being received and less Mitigation Activity grant funding being received up to 31 May 2020.
- **Fees & Charges** is 4.9% or \$56k below budget, mainly due to the impact of COVID-19 on use of community facilities, including childcare fees \$38k ↓, tipping fees \$11k ↓, Rec Centre Fees \$5.5k ↓.
- **Interest Earnings** is 22.9% or \$26k below budget, due to low interest rates (set at 0.25%)
- **Other Revenue** is 19.1% or \$20k above budget, primarily due to workers compensation reimbursements.

## EXPENDITURE

Operating Expenditure is 0.4% or \$29k below budget. Key items include:-

- **Employee costs** are 2.3% or \$52k over budget; primarily relating to administration salaries \$27k ↑, health salaries \$3k ↑, internal works salaries \$10k ↑, and Outside workers superannuation \$6k ↑.
- **Materials and contracts** are 7.7% or \$134k under budget, primarily relating to election expenses \$16k ↓, Computer Software maintenance \$10k ↓, Fire control expenses \$14k ↓, Fire Mitigation Activity \$24k ↓, childcare expenses \$10k ↓, town planning expenses \$10k ↓, road safety alliance \$13k ↓, street maintenance \$12k ↓, unsealed road maintenance \$20k ↑, Occ Health & Safety \$8k ↓, Visitor Centre Operating \$10k ↓, Private Works \$9k ↓.
- **Utility charges** are 37.7% or \$100k over budget, primarily relating to administration centre \$9k ↑, Standpipe operations \$20k ↑, Medical centre \$4k ↑, childcare \$2k ↑, IC Units \$3k ↑, retirement village \$3k ↑, Swimming pool \$5k ↑, Pavillion \$3k ↑, Parks and reserves \$6k ↑, Boddington CRC \$5k ↑, caravan park \$3k ↑.
- **Depreciation expense** is 0.7% or \$14k below budget.
- **Interest expense** is 2.8% or \$2k over budget.
- **Insurance expenses** is 2.4% or \$5k under budget.
- **Other expenditure** is 16.2% or \$22k under budget.

## INVESTING ACTIVITIES

### REVENUE

- **Non-Operating Revenue** is 20.1% or \$82K above budget, primarily due to Regional Road Group Funding \$60k ↑, Pump Track Grant \$4k ↑, Skate Park Grant \$26k ↑, and Nature Playground grant \$8k ↓.
- **Proceeds from asset sales** is 57.3% or \$60k below budget, primarily due to vehicle replacements not occurring during the month and therefore proceeds from trade-in values not being realised.

### CAPITAL EXPENDITURE

- **Purchase Land & Buildings** is 6.2% or \$13k over budget, primarily due to Hotham Street Medical Expenses \$10k ↑ and Johnstone Street Town Hall \$3k ↑.
- **Purchase Plant & Equipment** is 48.6% or \$271k below budget, primarily due to Computer Equipment expenses \$13k ↓, Office Equipment \$16k ↓, Vehicle replacements \$130k ↓, Fire Tender \$10k ↑, Tractor purchase \$20k ↓, Road sweeper purchase \$84k ↓, and Minor Capital Items \$18k ↓.
- **Roads, Streets & Bridges Infrastructure** is 7.0% or \$51k under budget, primarily due to Culverts & Drains \$54k ↓, Roads to Recovery projects \$84k ↓, Main Street Upgrade \$10k ↑, Gravel Road resheets \$33k ↑, Regional Road Group projects \$119k ↑, and Footpath projects \$18k ↓.

- **Other infrastructure** is 33.6% or \$24k under budget, primarily due to Ovals & Parks \$21k ↓, Water to oval project \$3k ↓.
- **Councillor new initiatives** is 43.7% or \$1,026k under budget, primarily due to Skatepark project \$564k ↓, Pump track project \$408k ↓, Nature playground \$259k ↓, Foreshore landscape \$280k ↑, Loving Ranford project \$29k ↓, Ranford Pool info bay project \$7k ↓, Other initiatives \$30k ↓, and Entry statements \$7k ↓.

## FINANCING ACTIVITIES

- **Proceeds from new loans** – no variance
- **Repayment of loan principal** is 7.0% or \$11k over budget due to additional being principal repaid for Loans 94 and 97.

## SUMMARY

The YTD project budget deficit as at 31 May 2020 was \$1,556,185. The actual closing deficit as at 31 May 2020 is \$230,064; which is 85.2% or \$1,326k better than the budget YTD estimate.

### Statutory Environment

#### Local Government Act 1995

Section 6.4–Specifies that a local government is to prepare such other financial reports as are prescribed.

#### Local Government (Financial Management) Regulations 1996:

Regulation 34 states:

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month in the following detail:
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
  - (b) budget estimates to the end of month to which the statement relates;
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
  - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c);
  - (e) the net current assets at the end of the month to which the statement relates.

Sub regulations 2, 3, 4, 5, and 6 prescribe further details of information to be included in the monthly statement of financial activity.

OFFICER'S RECOMMENDATION – 8.2.4
----------------------------------

That Council adopt the monthly financial report for the period ending 31 May 2020.

## 8.2.5 Monthly Financial Statements – June 2020

Disclosure of Interest:	Nil
Date:	17 August 2020
Author:	D Long – Finance Consultant
Attachments:	8.2.5A Monthly Financial Statements – June 2020

### Summary

The Monthly Financial Report for 30 June 2020 is presented for Councils adoption.

### Background

The Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 require local governments to prepare monthly reports containing the information that is prescribed.

### Comment

The Shire prepares the monthly financial statements in the statutory format along with other supplementary financial reports consisting of:

- (a) Statement of Financial Activity;
- (b) Statement of Comprehensive Income by Nature/Type;
- (c) Statement of Comprehensive Income by Function/Program;
- (d) Rate Setting Statement;
- (e) Local Repayments and Summary of Net Current Asset Position;
- (f) Capital Expenditure by Asset Class;
- (g) Capital Expenditure on Building Assets; and
- (h) Financial graphs.

### **MATERIAL VARIANCE COMMENTARY ON YEAR TO DATE MAY 2020**

The following commentary is provided to assist Council understand the cause of material variances (10% or \$10,000 above or below budget) in the variance columns on the Statement of Financial Activity.

### **OPERATING ACTIVITIES**

#### **REVENUE**

**Operating Revenue** is 0% or \$1k below budget. Key items include:-

- **Operating Grants** are 33% or \$165k above budget, due to advance paid Financial Assistance General Purpose grants of \$48k and Financial Assistance Local Road Grants of \$120K.
- **Fees & Charges** is 9.2% or \$114k below budget, mainly due to the impact of COVID-19 on use of community facilities, including childcare fees \$68k ↓, tipping fees \$12k ↓, Rec Centre Fees \$6.5k ↓, lease on concrete batching plant \$6.5k ↓, domestic removal \$4k ↓, and HACC Fees \$4k ↓.
- **Interest Earnings** is 26.8% or \$33k below budget, due to low interest rates (set at 0.25%)
- **Other Revenue** is 11.0% or \$12k above budget, primarily due to workers compensation reimbursements.

## EXPENDITURE

Operating Expenditure is 3.4% or \$251k below budget. Key items include:-

- **Employee costs** are 0.2% or \$6k over budget; primarily relating to administration salaries \$63k ↑, and childcare salaries \$56k ↓.
- **Materials and contracts** are 3.8% or \$70k under budget, primarily relating to election expenses \$5k ↓, Computer Software maintenance \$21k ↓, Fire control expenses \$15k ↓, Fire Mitigation Activity \$24k ↓, childcare expenses \$15k ↓, Seniors Living longer/Stronger \$7k ↑, 3 Pecan Place house \$10k ↑, community refuse collection \$6k ↑, town planning expenses \$10k ↓, road safety alliance \$7k ↓, Town oval \$7k ↑, street maintenance \$12k ↓, unsealed road maintenance \$33k ↑, Repairs to bridges \$4k ↑, Occ Health & Safety \$8k ↓, Visitor Centre Operating \$11k ↓, Private Works \$9k ↓.
- **Utility charges** are 14.2% or \$47k over budget, primarily relating to administration centre \$4k ↑, Standpipe operations \$41k, Pavilion \$2k ↓, Parks and reserves \$4k ↑.
- **Depreciation expense** is 9.0% or \$198k below budget.
- **Interest expense** is 1.6% or \$1.5k over budget.
- **Insurance expenses** is 2.4% or \$5k under budget.
- **Other expenditure** is 15.0% or \$23k under budget.

## INVESTING ACTIVITIES

### REVENUE

- **Non-Operating Revenue** is 69.0% or \$1,300K below budget, primarily due to Grants Commission Bridge Funding \$664k ↓, Pump Track Grant \$12k ↓, Dam water to townsite grant \$16k ↑, Skate Park Grant \$50k ↑, Nature Playground grant \$25k ↓, and Special Bridge Funding Grant \$664k ↓.
- **Proceeds from asset sales** is 76.8% or \$80k below budget, primarily due to vehicle replacements not occurring during the month and therefore proceeds from trade-in values not being realised.

### CAPITAL EXPENDITURE

- **Purchase Land & Buildings** is 7.9% or \$16k over budget, primarily due to Bannister Road Shire office \$3k ↑, Hotham Street Medical Expenses \$10k ↑ and Johnstone Street Town Hall \$3k ↑.
- **Purchase Plant & Equipment** is 30.5% or \$217k below budget, primarily due to Computer Equipment expenses \$15k ↓, Office Equipment \$25k ↓, Vehicle replacements \$107k ↓, Fire Tender \$10k ↑, Tractor purchase \$30k ↓, Road sweeper purchase \$28k ↓, and Minor Capital Items \$21k ↓.



- **Roads, Streets & Bridges Infrastructure** is 63.6% or \$1,361k under budget, primarily due to Bridge Program \$1,329k ↓, Culverts & Drains \$60k ↓, Roads to Recovery projects \$15k ↑, Reseals \$106k ↓, Main Street Upgrade \$10k ↑, Gravel Road resheets \$33k ↑, Regional Road Group projects \$118k ↑, and Footpath projects \$43k ↓.
- **Other infrastructure** is 36.5% or \$28k under budget, primarily due to Ovals & Parks \$25k ↓, Water to oval project \$3k ↓.
- **Councillor new initiatives** is 36.6% or \$1,097k under budget, primarily due to Skatepark project \$672k ↓, Pump track project \$618k ↓, Nature playground \$318k ↓, Foreshore landscape \$646k ↑, Foreshore/Skate park half court project \$36k ↑, Loving Ranford project \$33k ↓, Ranford Pool info bay project \$8k ↓, Other initiatives \$47k ↓, and Entry statements \$10k ↓.

## FINANCING ACTIVITIES

- **Proceeds from new loans** – no variance
- **Repayment of loan principal** is 0.6% or \$1k under budget.

## SUMMARY

The YTD project budget deficit as at 30 June 2020 was (\$2,780,015). The actual closing deficit as at 30 June 2020 is (\$321,951; which is 88.4% or \$2,458k better than the budget YTD estimate.

## Statutory Environment

### Local Government Act 1995

Section 6.4–Specifies that a local government is to prepare such other financial reports as are prescribed.

### Local Government (Financial Management) Regulations 1996:

Regulation 34 states:

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month in the following detail:
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
  - (b) budget estimates to the end of month to which the statement relates;
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
  - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c);
  - (e) the net current assets at the end of the month to which the statement relates.

Sub regulations 2, 3, 4, 5, and 6 prescribe further details of information to be included in the monthly statement of financial activity.

OFFICER'S RECOMMENDATION – 8.2.5
----------------------------------

That Council adopt the monthly financial report for the period ending 30 June 2020.

## 8.3 PRINCIPAL ENVIRONMENTAL HEALTH OFFICER/ BUILDING SURVEYOR:

### 8.3.1 Cleaning Tender

Location:	Boddington
Applicant:	Nil
File Ref. No:	RFT2020/21 – 1
Disclosure of Interest:	Nil at this time.
Date:	11 August 2020
Author:	Peter Haas PEHO/BS
Attachments:	8.3.1 A Shire office 8.3.1 B Medical Centre Areas cleaned by Shire 8.3.1 C Old School Map 8.3.1 D Old Police Station 8.3.1 E Early Learning Centre 8.3.1 F Youth Centre 8.3.1 G Community Hub Retirement Village 8.3.1 H Recreation Centre 8.3.1 I Hotham Park Toilets 8.3.1 J Urinal cleaning Instructions 8.3.1K Request for Tender (separate attachment)

#### Summary

To seek Council approval to call for tenders for the cleaning of Shire Buildings and areas.

#### Background

Council previously called for tenders for cleaning services in 2015. The contract period for providing those services expires in September 2020. As such due to the cost of providing these services exceeding the \$250000 for the term of the contract Council is required to prepare tender documents and call for tenders to provide this service.

#### Comment

The tender documents are attached. Items to note are the assessment criteria and weightings are under clause 1.20 of the document and the term of the contract is under clause 2.22 which is 3 years with a 2 year option. There will also be a site briefing on 16 September with the close of tenders 4.00pm on 25 September which will be more than the 14 days required by regulation.

The 2015 tender document has been used as a template for this tender document with the buildings and areas that were not included in the 2015 document added, such as the ELC, Youth Centre, Recreation Centre, Visitor centre/Library and the Community Hub of the Retirement Village.

It is a requirement of the Local Government Act 1995 Section 3.57 that Council calls for tenders to provide the service due to the amount exceeding \$250000 for the term of the contract.

Due to the above the call for tenders will need to be advertised state wide and as such a advertisement will need to be placed in the West Australian.

I would also recommend that the call for tenders also be advertised in the Narrogin Observer, The Boddington News and via the Shire Facebook page as well as being placed on the web site.

Strategic Implications - Nil  
Statutory Environment

Requirements of the Local Government Act 1995 & the Local Government (Functions and General) Regulations 1996 Part 1 Division 2

Policy Implications - Nil  
Financial Implications - Nil  
Economic Implications - Nil  
Social Implications - Nil  
Environmental Considerations - Nil

Consultation

All Councillors at the Councillor Information Session held Thursday 6 August 2020

Options

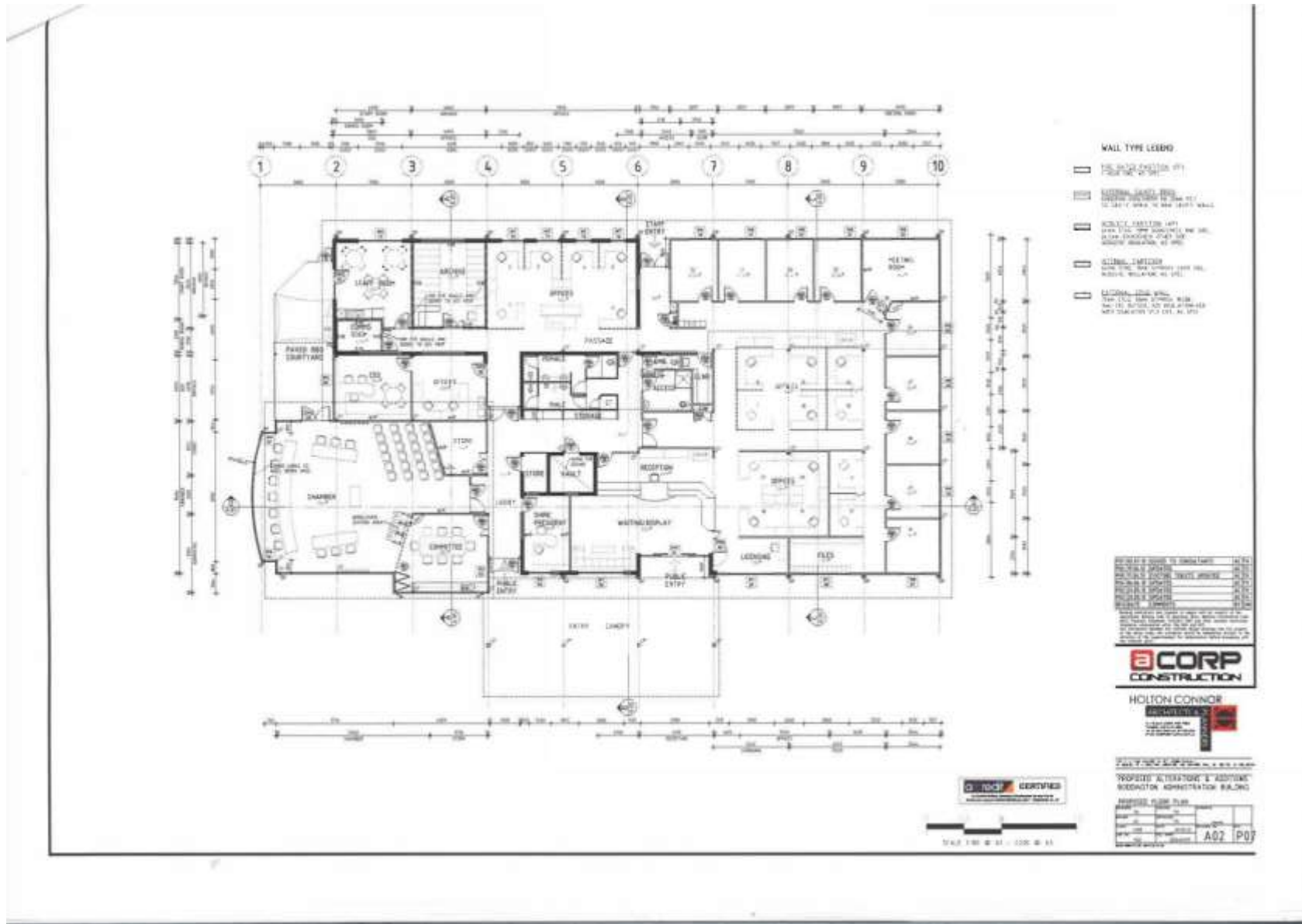
Accept officer recommendation  
Not accept officer recommendation

Voting Requirements – Simple Majority

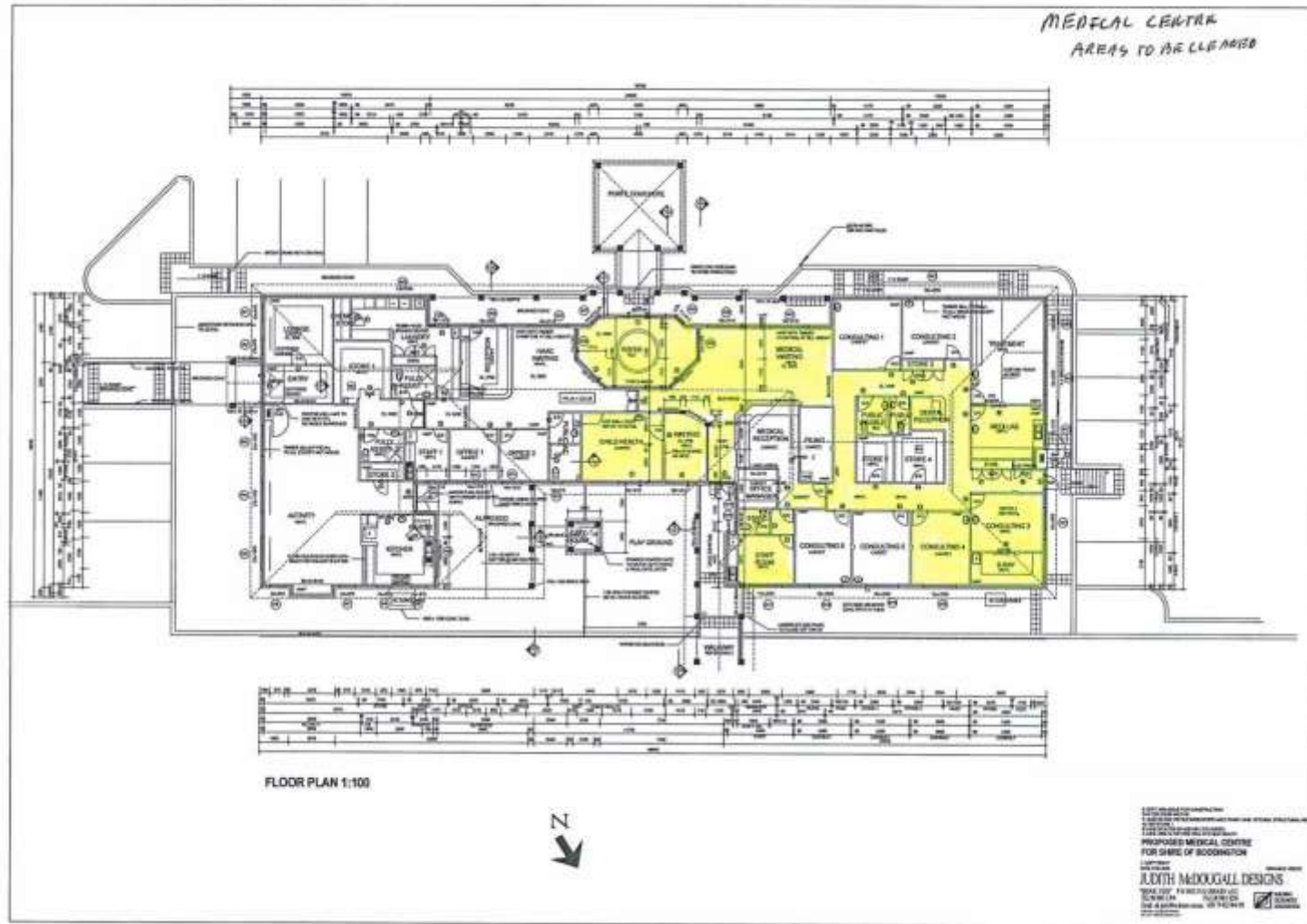
OFFICER'S RECOMMENDATION – ITEM 8.3.1
---------------------------------------

That Council resolve to call for tenders for cleaning services as per attachments 8.3.1 A through K, closing 4.00pm 25 September 2020.

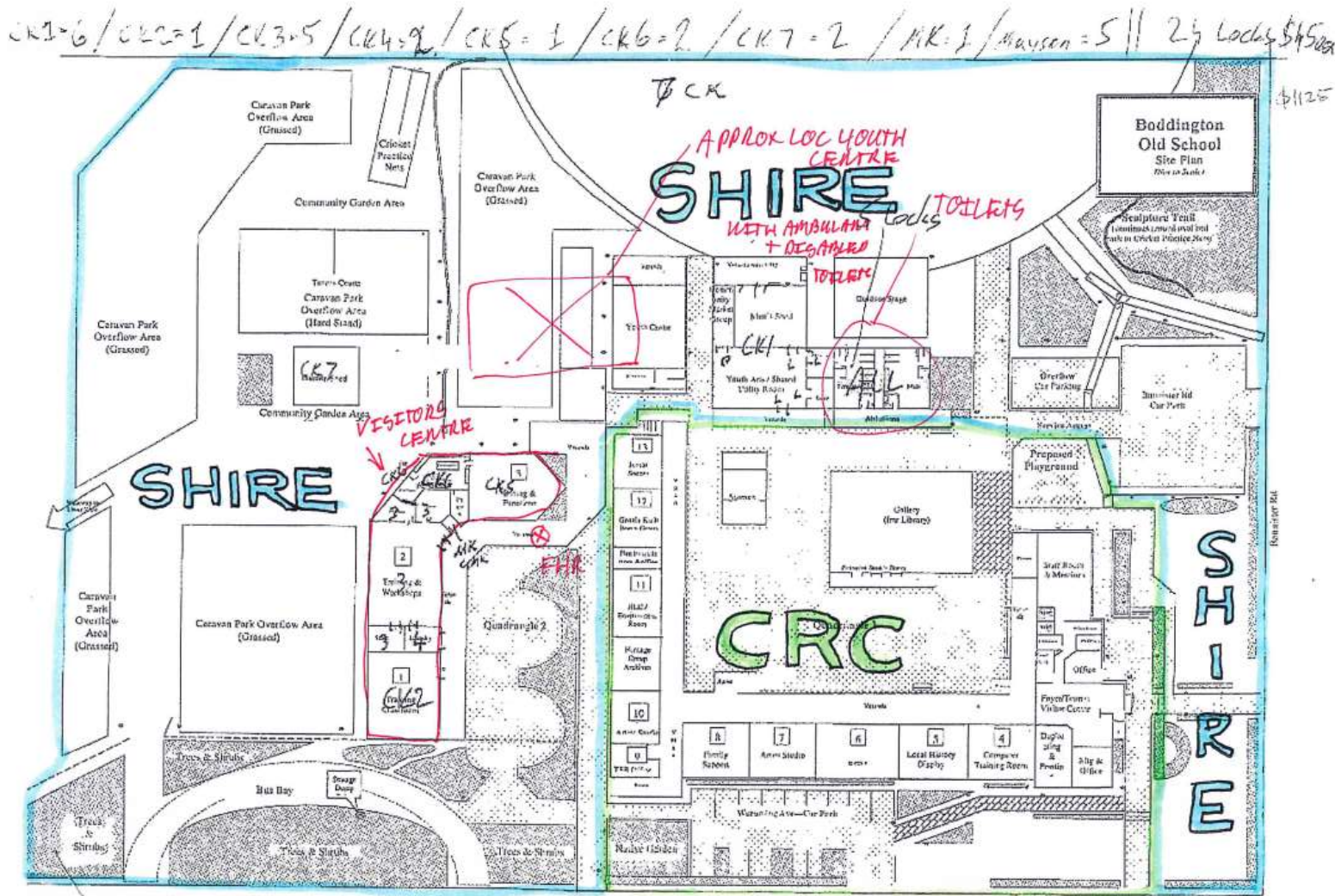
ATTACHMENT 8.3.1A - SHIRE OFFICE



ATTACHMENT 8.3.1B - MEDICAL CENTRE AREAS CLEANED BY SHIRE

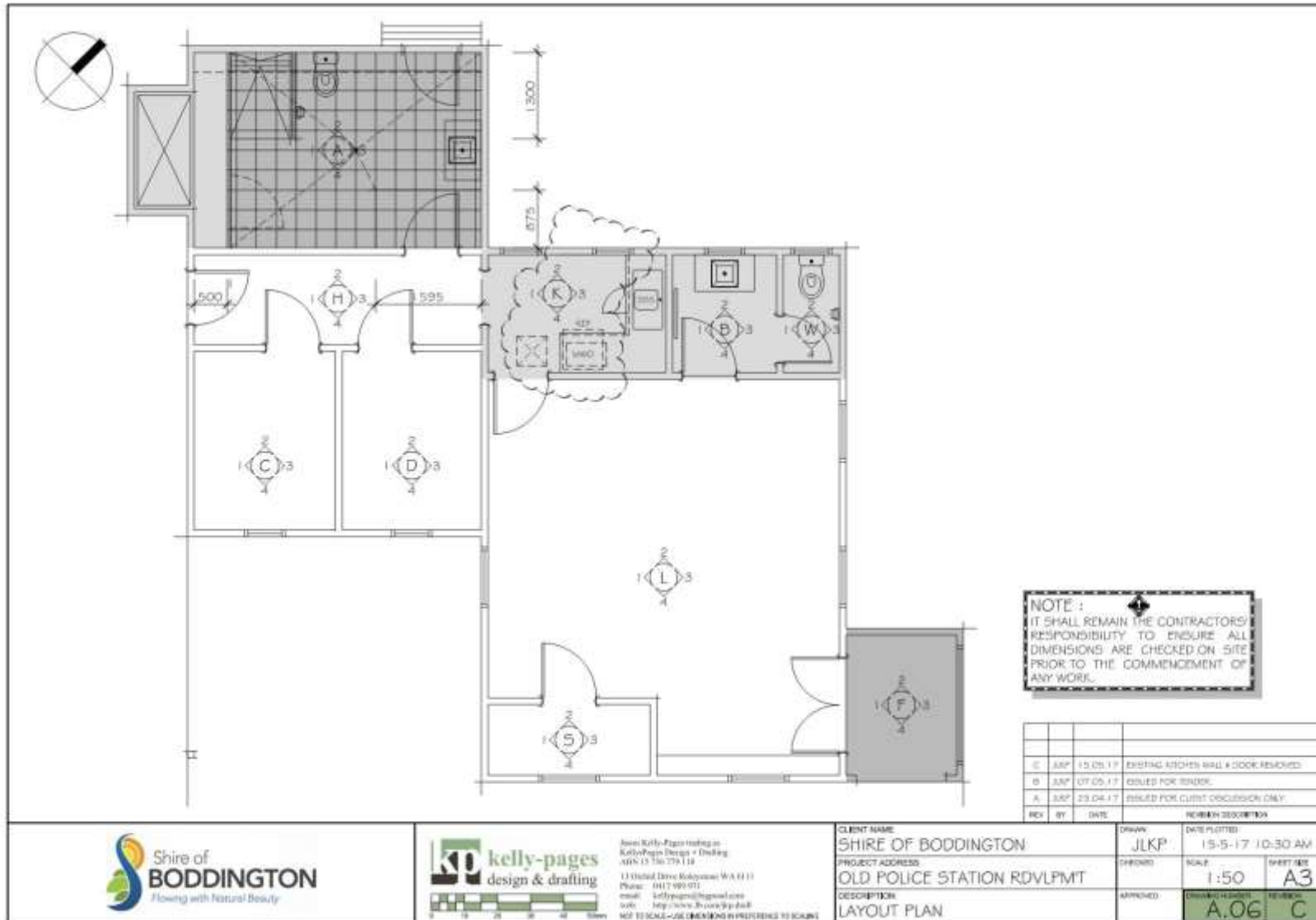


ATTACHMENT 8.3.1C - OLD SCHOOL MAP

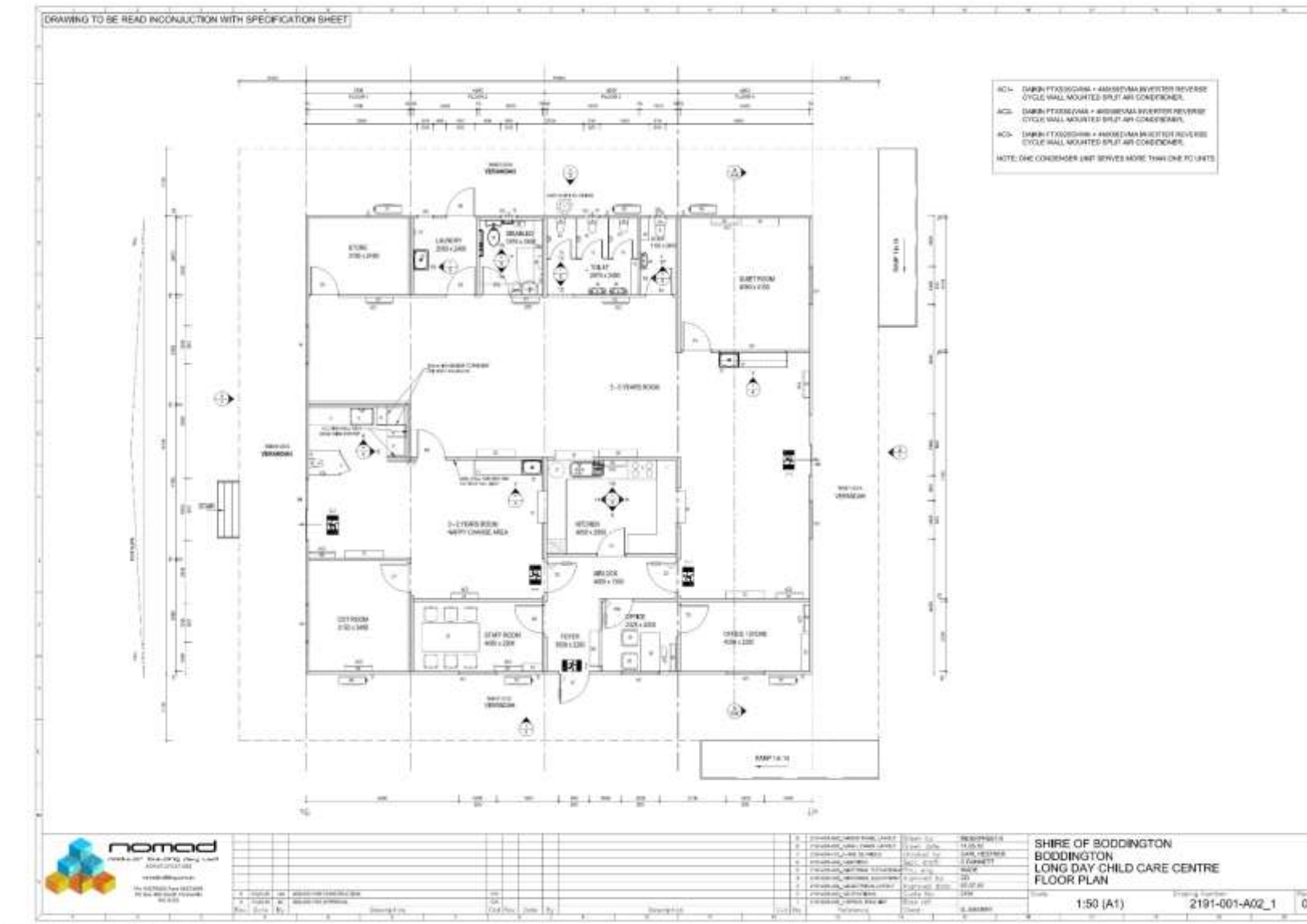




ATTACHMENT 8.3.1D - OLD POLICE STATION

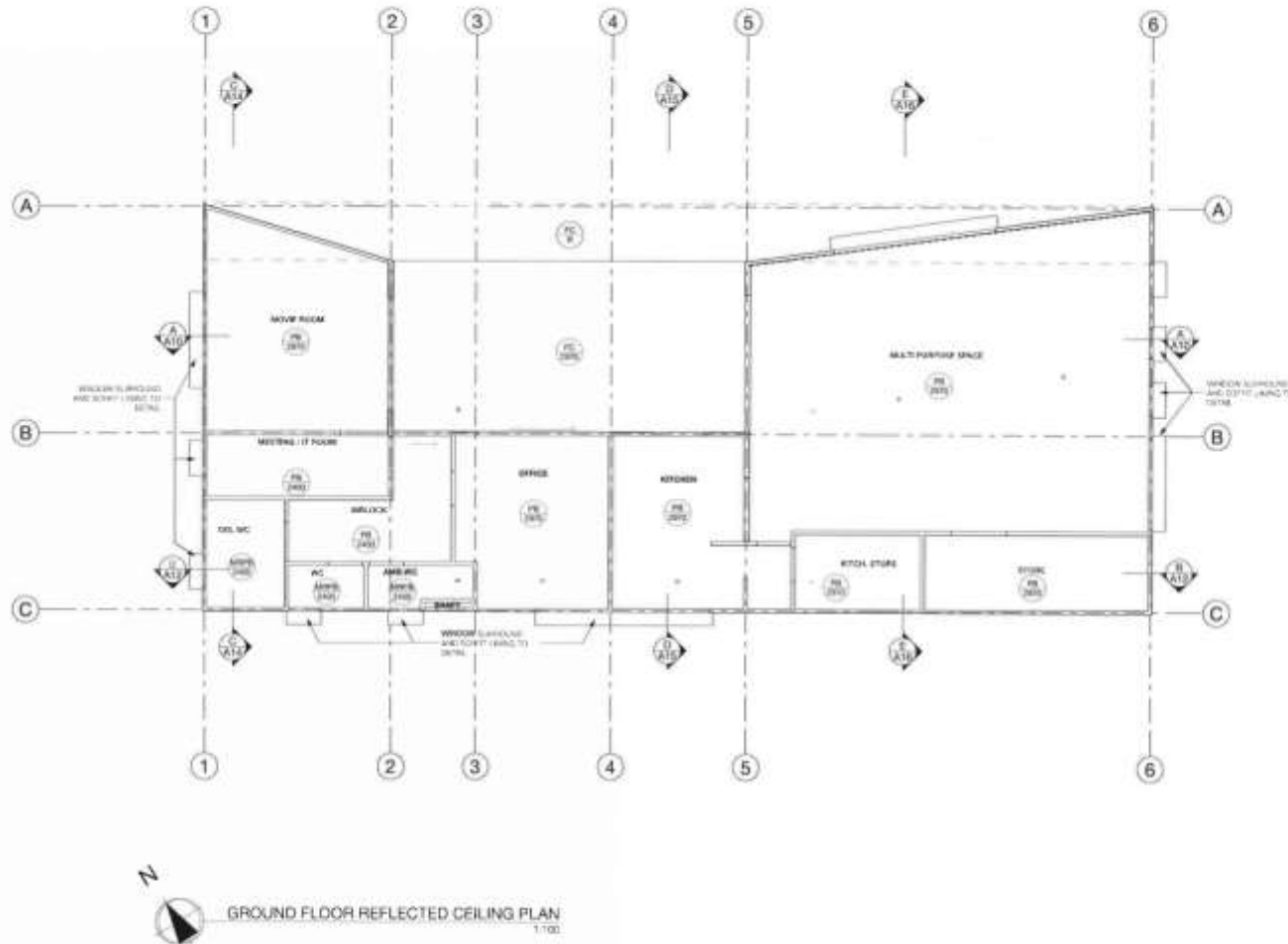


# ATTACHMENT 8.3.1E – EARLY LEARNING CENTRE





# ATTACHMENT 8.3.1F – YOUTH CENTRE



## GENERAL NOTES

Do not scale drawings. Use correct dimensions and check all dimensions against the location and commencement of works.  
 Drawings to be read in conjunction with Conditions, Materials, and Specifications or otherwise refer to the drawings and contract documents.  
 Consultant and Client agree to comply with the current Building Code of Australia, Australian Standards and relevant Authority requirements, unless otherwise stated on the drawings.

## CONTRACT DOCUMENTATION

No.	Description	Date	Page	Issue
1	100% CONSTRUCTION	10/11/19	1	1

## GENERAL NOTES

DO NOT SCALE DRAWINGS.  
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED.  
 UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED.  
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## NOTE

EXHIBIT 100% POLYURETHANE FLOORING WITH 100% POLYURETHANE FINISH.  
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**willcox.**

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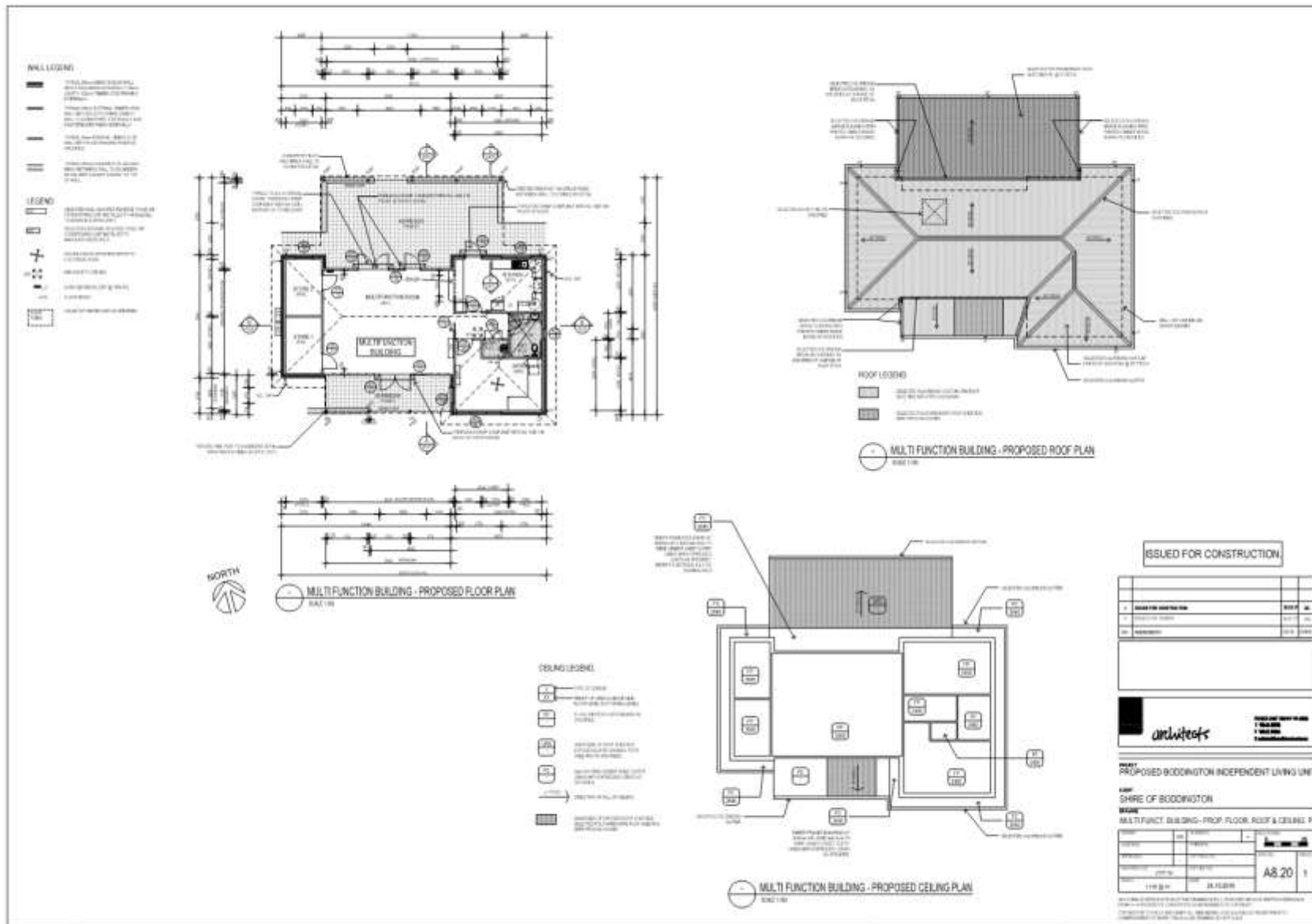
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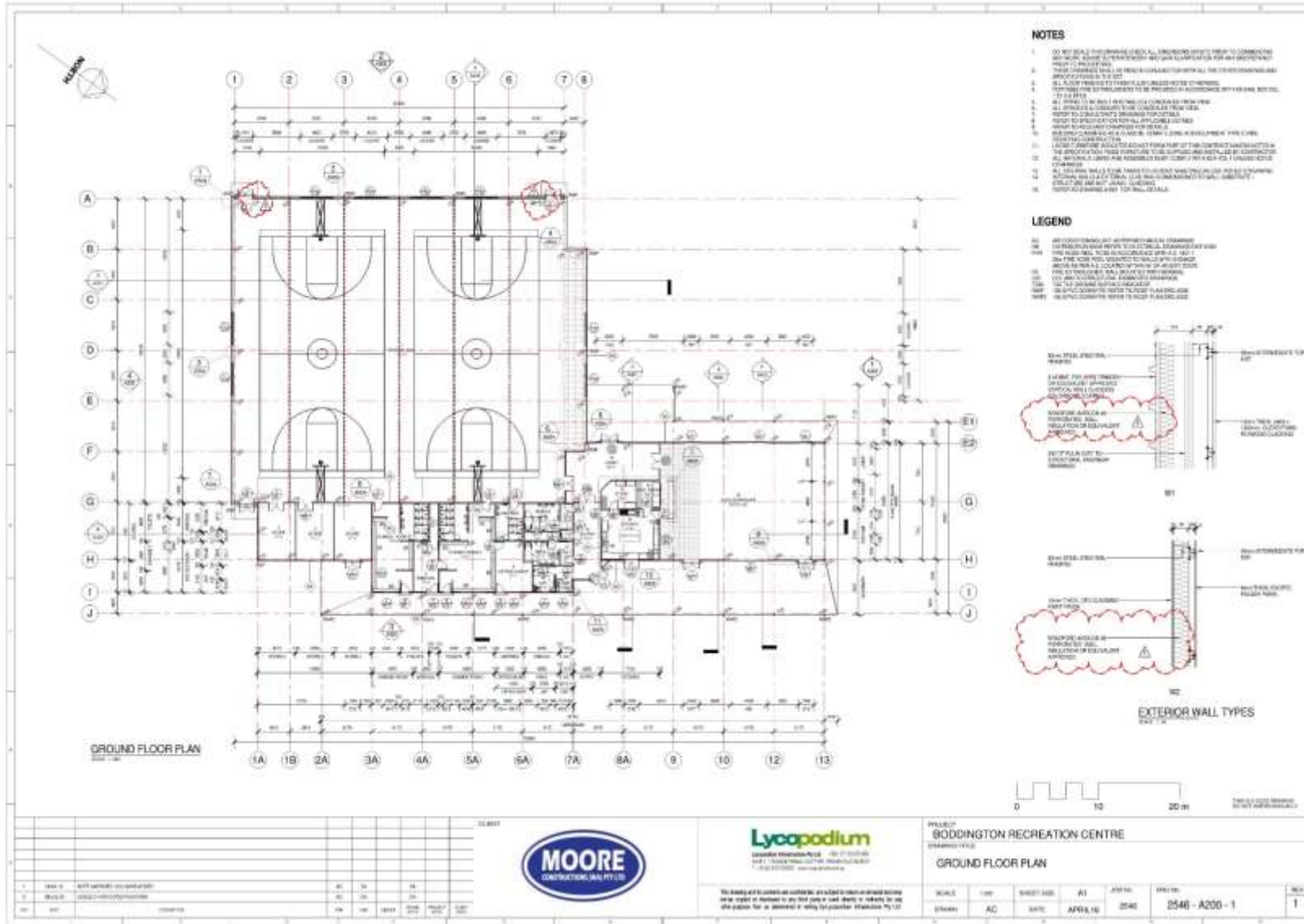
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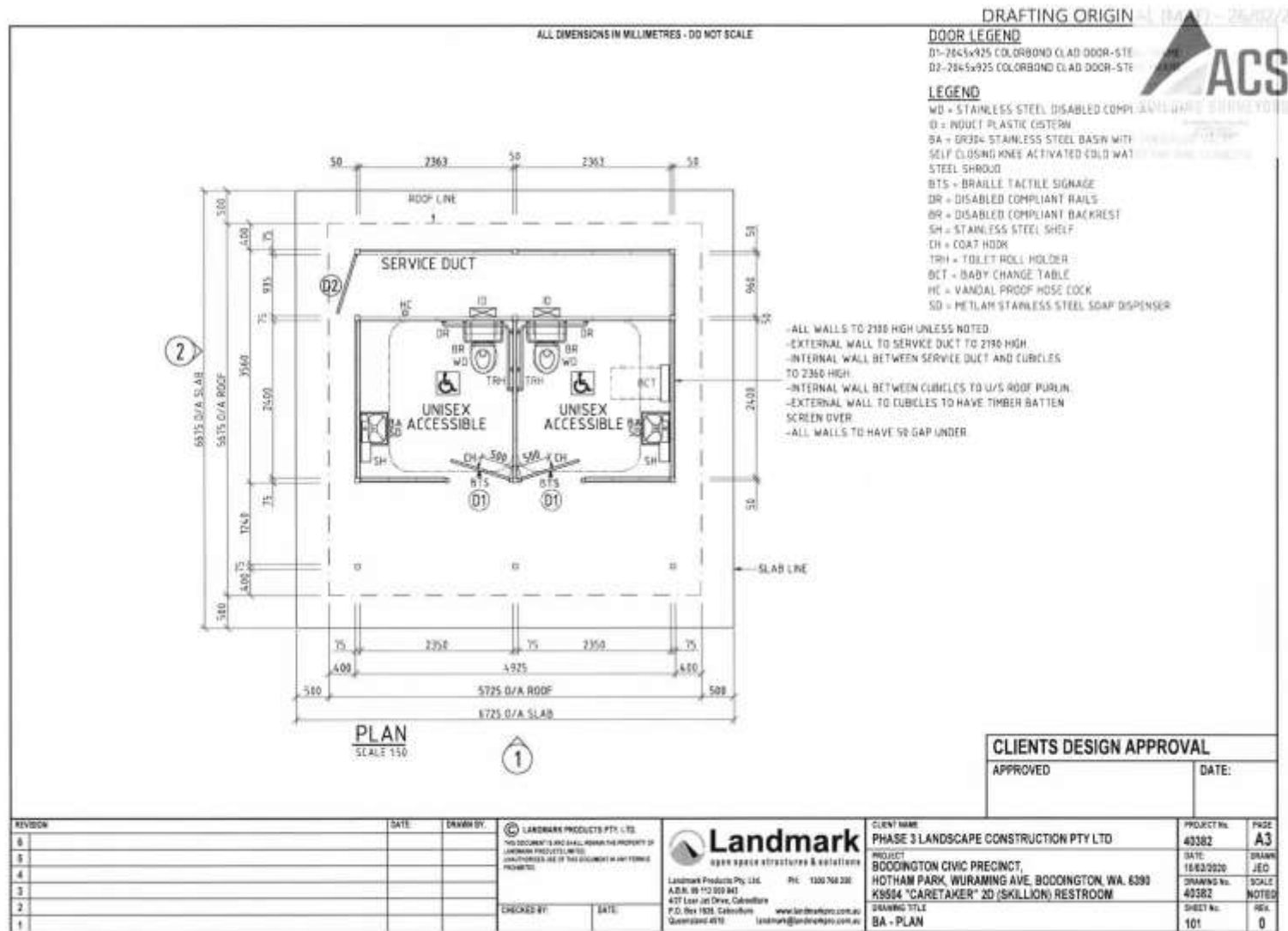
# ATTACHMENT 8.3.1G- COMMUNITY HUB RETIREMENT VILLAGE



ATTACHMENT 8.3.1H – RECREATION CENTRE



# ATTACHMENT 8.3.1 I – HOTHAM PARK TOILETS



Certified By ACS Contractor No. BSC2076 Page 1 of 7 - Wednesday, 18 March 2020

## ATTACHMENT 8.3.1 J – URINAL CLEANING INSTRUCTIONS



### Desert Cube Daily Cleaning Procedures **TROUGH URINALS**

In a desert environment saving water is easy if you know how. The Desert Cube Waterless urinal technology uses a series of microbial cubes that slowly dissolve over several weeks triggering the release of beneficial microbes. This results in a natural breakdown of organic matter inside the drain which interferes with the bacterial digestion that produces unpleasant odours.



Wet the urinal with cold water using the watering can or hose provided.  
Use 4 litres of water per 60cm of trough.



Scrub the entire urinal surface with the brush provided or an optional long handle model. Pay special attention to the step in front of the urinal, below the front edge of the urinal and drain hole. You must remove all marks and stains.



Rinse again with cold water using the watering can or hose provided.  
Use 4 litres of water per 60cm of trough. After rinsing, pour 8 litres of water directly into the drain.



Spray down the whole area including floor and surrounding tiles with pre-diluted Desert Washroom Cleaner at the ratio of 10ml to 750ml of water. Do not rinse after spraying.  
Place 1 cube for every 60cm of urinal trough. Place cubes at the back wall of all urinals. Only replace cubes once they have completely dissolved.

**DO NOT:** Use a mop or empty the mop bucket on the urinal.

**DO NOT:** Use any other chemicals in the urinal.

**DO NOT:** Use hot water on the urinal.

[www.desert.com.au](http://www.desert.com.au) - 1300 721 825



## ATTACHMENT 8.3.1 J – URINAL CLEANING INSTRUCTIONS



### Desert Cube Daily Cleaning Procedures PORCELAIN URINALS

In a desert environment saving water is easy if you know how. The Desert Cube Waterless urinal technology uses a series of microbial cubes that slowly dissolve over several weeks triggering the release of beneficial microbes. This results in a natural breakdown of organic matter inside the drain which interferes with the bacterial digestion that produces unpleasant odours.



Wet the urinal with cold water using the watering can or hose provided.

Use 4 litres of water per porcelain urinal.



Scrub the entire urinal surface with the brush provided. Pay special attention to the tiles below the urinal, under the front edge of the urinal and drain hole.

You must remove all marks and stains.



Rinse again with cold water using the watering can or hose provided.

Use 4 litres of water per porcelain urinal.



Spray down the whole area including floor and surrounding tiles with pre-diluted Desert Washroom Cleaner at the ratio of 10ml to 750ml of water. Do not rinse after spraying.

Place 1 cube in each porcelain urinal. Place cubes at the back wall of the urinal. Only replace cubes once they have completely dissolved.

**DO NOT:** Use a mop or empty the mop bucket on the urinal.

**DO NOT:** Use any other chemicals in the urinal.

**DO NOT:** Use hot water on the urinal.

[www.desert.com.au](http://www.desert.com.au) - 1300 721 825

### 8.3.2 Container Deposit Scheme

Location	Boddington Old School
Applicant:	Community recycling WA
File Ref. No:	WSTE002
Disclosure of Interest:	Nil at this time.
Date:	11 August 2020
Author:	Peter Haas PEHO/BS
Attachments:	8.3.2A Boddington Site Layout 8.3.2B Mock-up Mobile Unit

#### Summary

**To seek Council's endorsement of the location for Container Deposit Point in Boddington**

#### Background

The Container Deposit scheme is an initiative of the state government to reduce litter and to encourage the recycling of beverage containers by placing a 10 cent value of the eligible beverage containers when they are returned. The scheme was to commence 1 July this year but, due to Covid-19, it has been put back until 1 October 2020. The government called for tenders to provide collection points from interested groups within the state back in 2019 and Community Recycling WA were one of the successful tenderers.

Due to the Shire's location the government has deemed that we are able to accommodate a Flexible Refund Point which means that the refund point has to operate 16 hours a fortnight of which 8 hours must be over the weekend. This refund point can either fixed or mobile. In the case of Community recycling WA they will be a mobile refund point.

#### Comment

As a consequence of the above officers from community Recycling WA approached me to scout out areas where they could locate their mobile refund point. They also sent through a photo mock-up of their infrastructure. They viewed a number of locations and picked the car park area at the BCRC/Old School (which is not included in the BCRC lease) as the area of choice (see attached). Further, they have also advised that they have had discussions with the Men's Shed regards using their facility should the car park area not be available.

Due to the scheme not commencing until 1 October 2020 they are still finalising the hours and days they wish to operate.

#### Strategic Implications

The Container Deposit scheme has been a long time coming. With the introduction of the scheme it will drastically decrease littering of beverage containers because they are now worth money.

It will also assist in fund raising efforts by community & sporting groups by collection and redeeming of eligible beverage containers.

#### Statutory Environment

The provisions of the Waste Avoidance & Resource Recovery Act 2007 govern this operation

Policy Implications - Nil

Financial Implications - Nil

Economic Implications

Money from the cashing in of eligible beverage containers may assist community & sporting groups with fund raising efforts as well as providing an extra income stream for members of the general public especially children.

Social Implications

Nil

Environmental Considerations

Reduction of beverage containers in the litter stream because a waste product is now worth money. Possible pilfering of eligible containers from the bulk and kerbside recycling bins with the attendant scatter of other recyclable materials that are in the way of the eligible container around the recycling bins.

Consultation

All Councillors at the Council Information session held 6 August 2020

Options

Accept Officer recommendation  
Not accept officer recommendation  
Propose an alternative

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.3.2
---------------------------------------

That Council resolve;

1. Permit Community Recycling WA to use the car park area of the BCRC/Old School to locate their mobile flexible collection point for eligible beverage containers under the Container Deposit Scheme
2. Delegate to the Acting Chief Executive Officer to approve any alternate site to locate the mobile flexible refund point



Boddington Site Layout



ATTACHMENT 8.3.2B



## 8.4 MANAGER WORKS & SERVICES:

Nil at this time.

## 8.5 DIRECTOR CORPORATE & COMMUNITY SERVICES:

### 8.5.1 Fire Access Track Order 2020/21

File Ref. No:	LAWE002
Disclosure of Interest:	Nil
Date:	17 August 2020
Author:	Graham Stanley
Attachments:	8.5.1A Draft Fire Access Track Order 2020/21

#### Summary

**That Council adopt the draft Fire Access Track Order for 2020/21.**

#### Background

The Boddington Bush Fire Advisory Committee considered the Fire Access Track Order at its annual meeting in July this year. The Committee was strongly of the view that the order has served the Community well and it did not wish to make any changes to it.

#### Comment

The order has been updated and is now submitted for formal endorsement.

Boddington has strong fire break requirements and any changes that may lessen the requirements should be fully considered before being adopted as it will be more difficult to reimpose stricter requirements at a later date.

#### Strategic Implications - Nil

#### Statutory Environment

Bush Fires Act 1954

S 34. Local government may require occupier of land to plough or clear a fire-break.

- (1) Subject to subsection (2) a local government at any time, and from time to time, may, and if so required by the Minister shall, as a measure for preventing the outbreak of a bush fire, or for preventing the spread or extension of a bush fire which may occur, give notice in writing to an owner or occupier of land situate within the district of the local government or shall give notice to all owners or occupiers of land in its district by publishing a notice in the *Government Gazette* and in a newspaper circulating in the area requiring him or them as the case may be within a time specified in the notice to do or to commence to do at a time so specified all or any of the following things –

- (a) to plough, cultivate, scarify, burn or otherwise clear upon the land fire-breaks in such manner, at such places, of such dimensions, and to

such number, and whether in parallel or otherwise, as the local government may and is hereby empowered to determine and as are specified in the notice, and thereafter to maintain the fire-breaks clear of inflammable matter;

- (b) to act as and when specified in the notice with respect to anything which is upon the land, and which in the opinion of the local government or its duly authorised officer, is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire,

and the notice may require the owner or occupier to do so —

- (c) as a separate operation, or in co-ordination with any other person, carrying out a similar operation on adjoining or neighbouring land; and
- (d) in any event, to the satisfaction of either the local government or its duly authorised officer, according to which of them is specified in the notice.

- (2) A notice in writing under subsection (1) may be given to an owner or occupier of land by posting it to him at his last postal address known to the local government and may be given to an owner of land by posting it to him at the address shown in the rate record kept by the local government pursuant to the *Local Government Act 1995*, as his address for the service of rate notices.

- (2a) The provisions of subsection (2) are in addition to and not in derogation of those of sections 75 and 76 of the *Interpretation Act 1984*.

- (3) The owner or occupier of land to whom a notice has been given under subsection (1) and who fails or neglects in any respect duly to comply with the requisitions of the notice is guilty of an offence.

Penalty: \$5 000.

- (4) Where an owner or occupier of land who has received notice under subsection (1) fails or neglects to comply with the requisitions of the notice within the time specified in the notice —

- (a) the local government may direct its bush fire control officer, or any other officer of the local government, to enter upon the land of the owner or occupier and to carry out the requisitions of the notice which have not been complied with; and
- (b) the bush fire control officer or other officer may, in pursuance of the direction, enter upon the land of the owner or occupier with such servants, workmen, or contractors, and with such vehicles, machinery, and appliances as he deems fit, and may do such acts, matters and things as may be necessary to carry out the requisitions of the notice.

- (5) The amount of any costs and expenses incurred by the bush fire control officer or other officer in doing the acts, matters, or things provided for in subsection (4) —

- (a) shall be ascertained and fixed by the local government and a certificate signed by the mayor or president of the local government shall be *prima facie* evidence of the amount; and
- (b) may be recovered by the local government in any court of competent jurisdiction as a debt due from the owner or occupier of land to the local government.

- (5a) A local government may make local laws in accordance with subdivision 2 of Division 2 of Part 3 of the *Local Government Act 1995* –
- (a) requiring owners and occupiers of land in its district to clear fire-breaks in such manner, at such places, at such times, of such dimensions and to such number, and whether in parallel or otherwise, as are specified in the local laws and to maintain the fire-breaks clear of inflammable matter;
  - (b) providing that things required by the local laws to be done shall be done to the satisfaction of the local government or its duly authorised officer.
- (5b) Where an owner or occupier of land fails or neglects in any respect to comply with the requirements of local laws made under subsection (5a) the provisions of subsections (3), (4) and (5) apply *mutatis mutandis* as if those requirements were the requisitions of a notice given under subsection (1).
- (5c) Nothing in subsection (5a) affects the power of a local government to give notice under subsection (1) nor its duty to do so if so required by the Minister.
- (5d) Where the provisions of local laws made under subsection (5a) are inconsistent with those of a notice given under subsection (1) or under section 34 or 35, the provisions of that notice shall, to the extent of the inconsistency, prevail.
- (6) A local government may, at the request of the owner or occupier of land within its district, carry out on the land, at the expense of the owner or occupier, any works for the removal or abatement of a fire danger, and the amount of the expense, if not paid on demand, may be recovered from the owner or occupier by the local government in a court of competent jurisdiction as a debt due from the owner or occupier to the local government.
- (7) Nothing in this section authorises a local government –
- (a) to set fire to the bush, or to require an owner or occupier of land to set fire to the bush, contrary to the provisions of section 17; or
  - (b) to make local laws authorising or requiring bush to be set on fire contrary to the provisions of section 17.
- (8) Any amount recoverable by a local government under this section as a debt due from the owner or occupier of land is, until paid in full –
- (a) a debt due from each subsequent owner in succession; and
  - (b) a charge against the land with the same consequences as if it were a charge under the *Local Government Act 1995* for unpaid rates; and
  - (c) recoverable by the local government in the same manner as rates imposed in respect of the land are recoverable under that Act.
- (9) In this section –
- owner or occupier of land*** includes a prescribed department of the Public Service that occupies land or a prescribed State agency or instrumentality that owns or occupies land.

Policy Implications

**04.2 FIRE ACCESS TRACKS**

Policy Statement:

That a fire access track notice be mailed to every property owner and be placed in the Community Newsletter no later than 30<sup>th</sup> September each year:

1. reminding landowners of the requirements of the fire access track order;
2. advising that inspections will be undertaken after 15<sup>th</sup> November in each year;
3. that if fire access tracks are not constructed to the required standard, infringement notices may be issued.

Objective:

To encourage landowners to install fire access tracks in accordance with Council requirements.

Financial Implications – Nil

Economic Implications – Nil

Social Implications – Nil

Environmental Considerations – Nil

Consultation – Boddington Chief Bush Fire Control Officer, Boddington Bushfire Advisory Committee.

Options

Council can resolve:

1. the Officer's Recommendation; or
2. resolve an amended Officer's Recommendation with other amendments, giving reasons.

Voting Requirements - Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.5.1
---------------------------------------

That Council:

adopt the draft 2020/21 Fire Access Track Order shown at Attachment 8.5.1A.



## SHIRE OF BODDINGTON FIRE ACCESS TRACK ORDER 2020/21

Note that Fire Access Track shall have the same meaning as Fire Break in the Bush Fires Act 1954.

Important Bush Fire Information Dates You Must Remember

Prohibited Burning 15 December 2020 to 14 March 2021 inclusive
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Restricted Burning 2 November 2020 to 14 December 2020 inclusive and from 15 March 2021 to 26 April 2021 inclusive
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These dates are subject to variation according to seasonal conditions

*Alterations will be advertised locally; however owners/occupiers intending to burn shall contact the Council Office or Local Brigade Captain after 26 April to determine whether the restricted burning period has been extended.*

*SHIRE OF BODDINGTON IS IN ZONE 8  
Fire Access Tracks must be installed by 15 November 2020  
And maintained up to and including 26 April 2021*

An inspection of Fire Access Tracks will be carried out  
In all areas of the Shire by an Authorised Officer.

The basis for inspections will be:

- Audit system where properties are chosen by random ballot. This is to be determined annually in consultation with the Chief Bush Fire Control Officer (CBFCO);
- Visit known potentially high risk areas where exemption requests have not been lodged; and
- Visit past non-compliant properties.

Failure to comply with this Fire Access Track Order is an offence under Section 33 of the Bushfires Act. Penalty maximum \$15,000. Additionally Council may carry out the required work at cost to the owner or occupier.

If it is considered for any reason to be impractical to clear Fire Access Tracks or remove flammable materials as required by this notice, or if natural features render Fire Access Tracks unnecessary, you may apply to the Council in writing not later than the **1<sup>st</sup> October** for permission to provide Fire Access Tracks in alternative positions or to take alternative action to abate fire hazards on the land. If permission is not granted by the Council, you shall comply with the requirements of this notice.

### **DEFINITIONS**

In this Fire Access Tracks (FAT) Order unless the context otherwise requires –  
Shall have the same meaning as fire breaks in the Bush Fires Act 1954. Fire Access Tracks are spaces that can provide vehicle and pedestrian access in the case of fire. They shall be

## ATTACHMENT 8.5.1A

maintained, cleared of all flammable material for the purpose of fire control and in a trafficable condition. These areas shall be 2.5 metres wide as a minimum and have a 4.0 metre vertical clearance.

**Flammable material** means dead or dry grass and crops, timber, boxes, cartons, paper and any combustible material or rubbish, but does not include green standing trees, growing bushes and plants in gardens or lawns.

**Low – Fuel** means an area in which flammable material has been reduced to a height of not more than 50mm. This can be achieved through mowing, slashing, parkland clearing, grazing, spraying, ploughing or other methods that achieve the objective. In an area of low fuel, tree canopies should not be touching.

**Building Protection Zone (BPZ)** is a low fuel area immediately surrounding a building on private land and is designed to minimise the likelihood of flame contact with buildings. These areas have a minimum of 20 metres around all buildings.

Swathers, Balers, Track Chainers and Tree Harvesters – these are subject to the same conditions as HARVESTING, i.e. An engine powered pumping unit and not less than 450 litres of water must be in attendance during operations from 15th November onwards (Excluding canola swathing).

Oxyacetylene, Butane Torch, Arc Welders, Friction Cutting Equipment etc. – these are subject to the same conditions; whilst used in the open. In addition, the work site must be cleared (2.5m wide Fire Access Track and 20 metres clearance) of flammable material before the use of the above described equipment.

### **RURAL LANDS**

- a) Fire Access Track not less than 2.5 metres wide and have a 4.0 metre vertical clearance must be established along, inside and as close as practically possible to all external boundaries of each property (i.e. cleared/part cleared or uncleared land) and where the boundary is adjacent to or adjoins a used gazetted road but can deviate up to 250 metres around natural rock formations, deep gullies and the like, without submitting an exemption request.
- b) In the interest of protection from soil erosion, Fire Access Tracks may be established on the land contours but only with prior approval of the Council or its duly authorised officer.
- c) Building Protection Zone of an area at least 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all homesteads, buildings, haystacks and fuel storage areas.
- d) In such positions as is necessary to divide land in excess of 200 hectares into areas not exceeding 200 hectares each completely surrounded by a Fire Access Track.
- e) A firefighting unit with a minimum capacity of 450 litres is to be kept available during harvesting operations and is to be available in the same paddock or within 50 metres of that paddock.



## ATTACHMENT 8.5.1A

- f) This work must be carried out by 15 November and kept maintained throughout the summer months until 26 April.

### *PINE AND EUCALYPTUS PLANTATIONS*

#### **Existing Plantings of Pine or Eucalyptus Plantations**

Any pines or eucalyptus planted for commercial purposes constitutes a pine or eucalyptus plantation and you are hereby required to keep clear of all flammable materials Fire Access Tracks not less than 10 metres wide around the perimeter of each plantation, and any plantation exceeding 29 hectares will also require a subdivisional Fire Access Track 6 metres in width for each 30 hectares, and bush surrounding planted areas is to be kept in a low fuel condition.

There shall be no plantings either:

1. 75 metres from existing infrastructure; or
2. 75 metres from the external edge of a Fire Access Track on a property; or
3. 75 metres from any new infrastructure.

A firefighting unit with a minimum capacity of 450 litres is to be kept available during harvesting, thinning and pruning operations and is to be available in the same paddock or within 50 metres of that paddock.

#### **New Plantings of Pine or Eucalyptus for Commercial Purposes**

A Fire Access Track of not less than 15 metres wide must be established around the perimeter of each plantation. Any plantation exceeding 29 hectares will also require a subdivisional Fire Access Track 15 metres in width for each 30 hectares, and bush surrounding planted areas is to be kept in a low fuel condition.

There shall be no plantings either:

1. 75 metres from existing infrastructure; or
2. 75 metres from the external edge of a Fire Access Track on a property; or
3. 75 metres from any new infrastructure.

A firefighting unit with a minimum capacity of 450 litres is to be kept available during harvesting, thinning and pruning operations and is to be available in the same paddock or within 50 metres of that paddock.

### *PRIVATE BUSH HOLDINGS/UNCLEARED LAND GREATER THAN 50 HECTARES*

- a) Fire Access Track not less than 2.5 metres wide and have a 4.0 metre vertical clearance must be established along, inside and as close as practically possible to all external boundaries of each property (i.e. cleared/part cleared or uncleared land) and where the boundary is adjacent to or adjoins a used gazetted road but can deviate up to 250 metres around natural rock formations, deep gullies and the like, without submitting an exemption request.

## ATTACHMENT 8.5.1A

- b) In such positions as is necessary to divide land in excess of 200 hectares into areas not exceeding 200 hectares each completely surrounded by a Fire Access Track.

### *SMALL LOT HOLDERS OR HOBBY FARMS 20 HECTARE OR LESS*

- a) On or before 15th November every year a Fire Access Track not less than 2.5 metres wide and have a 4.0 metre vertical clearance must be established along, inside and as close as practically possible to all external boundaries of each property (i.e. cleared or part-cleared land) and where the boundary is adjacent to or adjoins a used gazetted road but can deviate up to 250 metres around natural rock formations, deep gullies and the like, without submitting an exemption request.
- b) All lot/property holders provides for a Fire Access Track around the entire perimeter of their property.
- c) Building Protection Zone of an area at least 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all homesteads, buildings, haystacks and fuel storage areas.
- d) A 2.5m diameter low fuel area cleared of flammable material around all "green electrical domes" where underground power is provided to a lot.

### *TOWNSITES OF BODDINGTON AND RANFORD*

On or before 15 November every year all town lots under 10,000 square metres in area and all fuel depots within the Shire are required to be kept cleared to a low fuel condition. Lots 10,000 square metres and over are to have a minimum 2.5 metre wide and have a 4 metre vertical clearance Fire Access Track installed immediately inside all external boundaries. Building Protection Zone of an area at least 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all homesteads, buildings, haystacks and fuel storage areas.

### *SPECIAL NOTE TO LAND OWNERS AND OCCUPIERS*

The requirements of this order are considered to be the minimum standard of fire prevention work to protect not only individual properties but the district generally. In addition to the requirements of this order Council may issue separate special orders on owners or occupiers if hazard removal is considered necessary in specific areas.

### **PROHIBITED AND RESTRICTED BURNING TIMES**

Restricted Burning –	2 November 2020 to 14 December 2020
Prohibited Burning –	15 December 2020 to 14 March 2021
Restricted Burning –	15 March 2021 to 26 April 2021

Permits are required during restricted burning periods. No burning is permitted on days that are forecast catastrophic, extreme, severe or very high fire danger days.

Permits to burn on a Sunday can be issued during the restricted season only by the Authorised Bush Fire Control Officer but only for broad acre farm land.

No permits to be issued during the prohibited burning season.

## ATTACHMENT 8.5.1A

A permit in writing to burn on a public holiday during the restricted period can be sought from the Authorised Bush Fire Control Officer.

### *WHERE DO I GET A PERMIT FROM?*

Permits must be obtained from your local volunteer Bush Fire Control Officer. Contact details for your local officer are featured in the annual Fire Access Track Notice.

### *CAN I BURN GARDEN RUBBISH DURING THE PROHIBITED BURNING TIME?*

No, under no circumstances should any garden rubbish be burnt during the prohibited burning period including the hours between 6pm and 11pm.

### *IF THERE IS A FIRE WHO DO I RING?*

Always ring 000 to report any fire and emergencies. An expert 000 officer has all the latest contact details for all local emergency services.

### *PERMIT CONDITIONS*

The permit conditions include but are not limited to:

- Neighbours must be notified at least 24 hours prior to burning;
- Cut or rake long grass around trees, buildings and fencing before burning;
- Have water on site and a hose long enough to reach rear of the fire.

## 8.5.2 Annual Bush Fire Advisory Committee Recommendations

Applicant: Bush Fire Advisory Committee  
File Ref. No: EMES000  
Disclosure of Interest: Nil  
Date: 17 August 2020  
Author: Graham Stanley  
Attachments: Nil

### Summary

That Council consider the recommendations of the Boddington Bushfire Advisory Committee to:

- i) appoint Mr William Batt as Chief Bush Fire Control Officer (CBFCO);
- ii) appoint Mr Jesse Reid as Deputy Chief Bush Fire Control Officer (DCBFCO);and
- iii) appoint Fire Control Officers for the 2020/21 season.

Agrees to a request from the Wandering Shire to appoint the following Dual Fire Control Officers from Wandering Shire:

Mr T Hardie  
Mr P Monk

### Background

The Boddington Bush Fire Advisory Committee held its Annual General Meeting for 2020 on Tuesday 7<sup>th</sup> July 2020. Unfortunately, this was prior to the Quindanning brigade having held their AGM. Subsequently Quindanning has held their AGM and have advised that there were no changes to their appointments from 2019/20. Council needs to support the Bush Fire Advisory Committee's recommendations and appoint Fire Control Officers officially, so that their actions are authorised to cover any legal implications that may arise.

Just as we can seek to have some of our fire control officers registered as Dual Fire Control Officers in adjoining Shires, those Shires can seek to have some of their Fire Control Officers registered as Dual Control Officers in our Shire. The Wandering Shire has written to us requesting two of their officers in Mr T Hardie and Mr P Monk be granted dual registration in our Shire.

### Comment

The Shire of Boddington's Bush Fire Advisory Committee held their annual meeting on 7<sup>th</sup> July 2020 and recommend the following actions be ratified:

1. Reappoint William Batt as Chief Bush Fire Control Officer.
2. Reappoint Jesse Reid as Deputy Chief Bush Fire Control Officer.
3. Appoint the Fire Control Officers as nominated by the brigades.

The reasoning behind the appointment of dual registered fire control officers is to allow a fire control officer in control of a fire in their shire to remain in control and still be able to legally direct resources if it passes over into an adjoining shire. The custom is for Shires to

nominate one or two Fire Control Officers from a brigade area to be granted dual registration in a shire that shares a common boundary with their brigade.

### Strategic Implications

In the event of an emergency, a clear line of control is important to coordinate fire suppression activities. However, the Chief Bushfire Control Officer does not have any more power than an appointed Fire Control Officer under the Bush Fires Act.

### Statutory Environment

Bush Fires Act 1954

S 38. Local government may appoint Bush Fire Control Officer

- (1) A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.
- (2A) The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.
- (2C) The local government shall fill any vacancy occurring in the office of Chief Bush Fire Control Officer or Deputy Chief Bush Fire Control Officer within one month after the vacancy occurs and if the local government fails or neglects to do so within that time, the FES Commissioner may by notice in writing require the local government to appoint a person to the vacant office within one month after service on it of such notice.
- (2D) Where a local government that has been served with a notice pursuant to subsection (2C) fails or neglects to comply with the requirements of that notice, the FES Commissioner may appoint a person who is not employed in the Department to the vacant office.
- (2E) A bush fire control officer appointed by a local government under the provisions of this section shall be issued with a certificate of appointment by the local government or, if he is appointed by the FES Commissioner, by the FES Commissioner.
- (3) The local government may, in respect to bush fire control officers appointed under the provisions of this section, exercise so far as they can be made applicable the same powers as it may exercise in respect to its other officers, under the provisions of the Acts under which those other officers are appointed.
- (4) A bush fire control officer appointed under the provisions of this section shall, subject to such directions as may be given by the local government, and subject to this Act take such measures as appear to him to be necessary or expedient and practicable for —
- (a) carrying out normal brigade activities;
- [(b), (c) deleted]*

- (d) exercising an authority or carrying out a duty conferred or imposed upon him by any of the provisions of Part III;
- (e) procuring the due observance by all persons of the provisions of Part III.

Bush Fire Regulations 1954

### Policy Implications

#### 04.3 FIRE CONTROL REVIEW

Policy Statement:

A Bushfire Advisory Committee meeting shall be held annually to be attended by representatives of Brigades, the Chief Bush Fire Control Officer and shire representatives.

The Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officer will be elected by the Brigade delegates at the meeting each year and will be officially appointed at the next ordinary meeting of Council.

All Brigades are required to hold their Annual General Meetings before the Advisory Meeting takes place.

Objective:

To regulate the holding of the annual meeting of the Bushfire Advisory Committee and to establish a procedure for election of the Chief and Deputy Chief Bush Fire Control Officers.

Resolution No: 59/05  
Resolution Date: 19/04/2005

Financial Implications – Nil  
Economic Implications – Nil  
Social Implications – Nil  
Environmental Considerations – Nil

Consultation - Boddington Bushfire Advisory Committee

### Options

Council can resolve:

3. the Officer's Recommendation; or
4. resolve an amended Officer's Recommendation with other amendments, giving reasons.

Voting Requirements - Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.5.2
---------------------------------------

That Council:

1. adopt the Boddington Bushfire Advisory Committee's Recommendations to appoint:
  - a. William Batt as Chief Bush Fire Control Officer for 2020/21; and
  - b. Jesse Reid as Deputy Chief Bush Fire Control Officer for 2020/21

2. appoint the following persons as Fire Control Officers for the Shire of Boddington for the 2020/21 bush fire season:

Shire of Boddington:

CBFCO                                      William Batt

DCBFCO                                     Jesse Reid

Crossman Brigade:                      Brad Hardie, Jeremy Lobb, Charlie Roberts, Greg Day

Marradong Brigade:                     Robert Jones, Damien Batt, Marc Roberts, Brant Lehmann, Glenn Wilson, Adam Durack

Quindanning Brigade:                   Kingsley Foster, Brad Morgan, Wayne Littleton, Aaron Foster

Boddington Brigade:                     Steve Barrett, Paul Patrick, Dave Thompson

Shire of Boddington:                     Graham Stanley & Joshua Potts

Adjoining Shires:

Wandering	Trevor Wessels
Williams	Dennis Cowcher, Brad Morgan, Brad Hardie
Harvey	Wayne Littleton, Kingsley Foster
Collie	Wayne Littleton, Brad Morgan

3. Appoints the following Fire Control Officers from the Shire of Wandering Dual Registration in the Boddington Shire:
  - Mr T Hardie
  - Mr P Monk

## 8.6 ACTING CHIEF EXECUTIVE OFFICER:

### 8.6.1 Action Sheet

Disclosure of Interest: Nil  
 Date: 13 August 2020  
 Author: Graham Stanley Acting CEO

#### Purpose of Report

To bring forward Councillors information the Action Report with actions taken on previous Council resolutions.

Meeting Date	Resolution Number	Responsible Officer	Subject	Date Completed	Comments Current Status
16/7/20	63/20	CEO	Confirmation of Minutes 18 June 2020 – Lay on the Table		Pending
16/7/20	64/20	Steve Thompson	Draft Local Planning Scheme 3		Pending
16/7/20	65/20	Steve Thompson	Draft Local Planning Policy 11-Landscaping & Revegetation		Advertised currently
16/7/20	66/20	Steve Thompson	Draft Local Planning Policy 20 – Tourism & Visitor Accommodation		Advertised currently
16/7/20	67/20	Finance Manager (SFO)	Request for Rate Exemption South Aboriginal Corporation-Lay on the Table		Pending
16/7/20	68/20	PEHO	Stall holder Application – Fresh Fish Van	17/7/20	Letter sent
16/7/20	70/20	Acting CEO	Formation of Boddington Aged Accommodation Committee		Advertised and nominations chosen.
16/7/20	71/20	Acting CEO	Nomination of Chair, Second Councillor and Proxy	16/7/20	Nominations made. Completed
16/7/20	72/20	Acting CEO	Financial Assistance to BCRC – Lay on the Table		Pending
16/7/20	75/20	Acting CEO	Request for rent relief – council leased property	17/7/20	Complete.

For information only.



8.6.2	Actions Performed Under Delegated Authority for the Month of July 2020
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File Ref. No: GOVN000  
Disclosure of Interest: Nil  
Date: 13 August 2020  
Author: Graham Stanley, Acting CEO  
Attachments: Nil

Summary

To report back to Council actions performed under delegated authority for the month of July 2020.

Background

There is no specific requirement to report on actions performed under delegated authority. But to increase transparency this report has been prepared for Council and includes all actions performed under delegated authority for the month of July 2020.

Affixing of Common Seal;

One off delegations to the Chief Executive Officer;

Authorisation to call Tenders;

Building Permits issued;

Health Approvals issued;

Development Approvals issued;

Subdivision Applications;

Land Administration

Comment

The following tables outline the action performed within the organization relative to delegated authority for the month of July 2020 and are submitted to Council for information.

Common Seal - Nil	
Date Affixed	Documentation

One off Delegations by Acting CEO - Nil	
Date	Action
29/7/20	Authorise signatory Jasmine Ryan and remove signatory Lavinia Roser (co-signature by Peter Haas)
9/6/20	BCRC signatories

Authorisation to call Tenders - Nil	
Date	Action

Peter Haas - PEHO			
Building Applications - June			
Application No.	Applicant	Lot & Street	Type of Building Work
3287	T & G Salmeri PO Box 56 Boddington	Lot 7615 No 99 Ashcroft Road Marradong	Dwelling

Peter Haas - PEHO			
Building Applications - July			
Application No.	Applicant	Lot & Street	Type of Building Work
3291	A Cooper 3 Illyarrie Crescent Boddington	Lot 8 No 3 Illyarrie Crescent Boddington	shed
3292	K Turton 1 William Street Boddington	Lot 20 No 1 William Street Boddington	shed
3293	Bodiga Pty Ltd ATF Bodprop Unit Trust 36 Bannister Road Boddington	Lot 50 No 36 Bannister Road Boddington	Conversion of Bank Building to Bottleshop/Liquor store

Peter Haas - Health - Nil			

Steve Thompson - Town Planning Consultant			
Development Approvals			
Application No.	Applicant	Lot & Street	Type of Approval

<b>Subdivision Applications - Nil</b>			
Application No.	Applicant	Lot & Street	Action
<b>Land Administration - Nil</b>			
Application No.	Applicant	Lot & Street	Action

Strategic Implications – Nil

Statutory Environment

Regulation 19 of the *Local Government (Administration) Regulations 1996* requires delegates to keep a record of each occasion on which they exercise the powers or discharge the duties delegated to them.

Policy Implications - Nil

Financial Implications - Nil

Economic Implications – Nil

Social Implications - Nil

Environmental Considerations – Nil

Consultation - Nil

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.2
---------------------------------------

That Council accept the report outlining the actions performed under delegated authority for the month of July 2020.

### 8.6.3 Financial Assistance to Boddington CRC

File Ref. No: CSER 025  
Disclosure of Interest: Nil  
Date: 11 July 2020  
Author: Graham Stanley – Acting Chief Executive Officer  
Attachment: 8.6.3A Proposal for Community Events

#### Summary

Council is to consider the provision of financial assistance to the Boddington Community Resource Centre of \$2,500 per month plus GST in return for the Boddington CRC organising an annual calendar of community events and providing two grant writing workshops a year.

#### Background

In 2018 the Shire of Boddington agreed to provide funding to the BCRC of \$2,000 per month for two years ending 30 June 2020 to ensure their financial viability following their closure in June 2018. The previous CEO and previous President had entered into discussions with the BCRC earlier this year to continue funding to the BCRC and actually increase it to \$2,500 per month in return for the BCRC agreeing to organise a number of community events. The BCRC Coordinator, Susan Henderson and the BCRC Chairman, John Allert, made a presentation to the Councillor Information session on 2<sup>nd</sup> July in which they outlined their commitments under their contract with the Department of Primary Industries and Regional Development (DPIRD), explained their discussions with the previous CEO & President and foreshadowed what they would expect to deliver in return for continued funding from the Shire.

At the July 2020 Ordinary meeting of Council the report on the provision of financial assistance to the BCRC was laid on the table to enable the Council to discuss the package that the BCRC was proposing.

#### Comment

Subsequent to the July Councillor Information Session our Economic and Community Development Officer, Leanne Bryant, and I met with John and Susan to discuss their proposal. They indicated that the BCRC would coordinate a number of community events including, but not limited to:

- **Star Gazing Night**
- **Friday Night Festival and Night Markets**
- **Saturday Street Parade**
- **Lighting of the Xmas Tree**
- **Movie Night**
- **Movie Night & Night Markets**
- **Foreshore Celebration**

They also outlined a contingency plan if Covid-19 restrictions are reimposed and the Rodeo does not proceed and a contingency plan if Lockdown is implemented.

A number of these events were previously run by the BCRC but for the past couple of years the Shire has organised them as the BCRC did not have the capacity following its temporary

closure. The addition funding will give the BCRC the capacity to employ staff to deliver these events.

By having the BCRC organise the events a large workload is removed from the responsibility of the Economic and Community Development Officer enabling her to focus on delivering programs that are more focussed toward economic development.

At the August 2020 Councillor Information session the matter was discussed at some length and Council indicated that it would like the BCRC to do something to help local organisations with grant applications. Council requested that the BCRC be asked to run two grant writing workshops each year in addition to the calendar of events that it had outlined in its correspondence.

### Strategic Implications

Fully consistent with the 2019-2029 Strategic Community Plan *Pillar 2: "A thriving and diverse economy – Increase tourism as an economic driver – 2.6 Support event based tourism.*

### Statutory Environment

#### ***Local Government Act 1995***

Section 2.7(2) –

Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies; and

Section 3.1 –

(1) The general function of a local government is to provide for the good government of persons in its district.

(2) The scope of the general function of a local government is to be construed in the context of its other functions under this Act or any other written law and any constraints imposed by this Act or any other written law on the performance of its functions.

(3) A liberal approach is to be taken to the construction of the scope of the general function of a local government.

Policy Implications - Nil.

### Financial Implications

An investment of \$2,500 per month would be an increase of \$500 per month on the 2019-20 budget but has been allowed for in budget deliberations.

### Economic Implications

The running of events like those proposed has an economic benefit to the community especially those which add to the carnival atmosphere of the Rodeo making it more attractive to people every year.

### Social Implications

Providing a range of events for the community promotes community wellbeing and helps develop a pride in Boddington. Running grant writing workshops should help to build capacity within local organisations so that they are better able to prepare their own grant applications when seeking funds from various sponsors and donor bodies.

Environmental Considerations – Nil

Consultation

Discussed by Council at the Information Session on 6 August 2020.

Options

Council can resolve to:

1. adopt the recommendation;
2. adopt the recommendation with further amendments; or
3. not accept the recommendation, giving reasons.

Voting Requirements

Simple majority all other recommendations

OFFICER'S RECOMMENDATION – ITEM 8.6.3
---------------------------------------

That Council resolves:

**To agree to provide funding of \$2,500 per month for the financial years 2020-21 and 2021-22 in return for the Boddington Community Resource Centre delivering two grant writing workshops per annum in addition to a number of community events as outlined in attachment 8.6.2A.**

## ATTACHMENT 8.6.3A



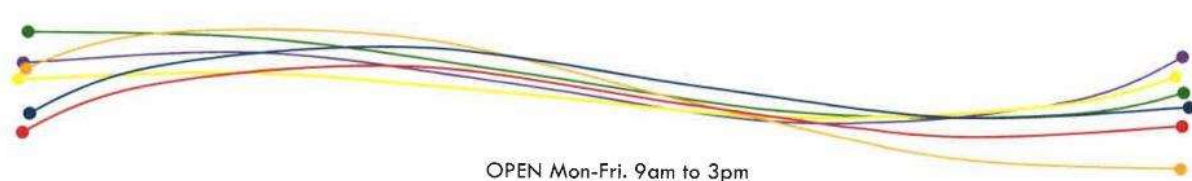
Boddington Community Resource Centre Inc  
20 Bannister Rd (PO Box 60), Boddington WA 6390  
Phone 9883 8246 Fax 9883 8808  
Email: [coordinator@boddingtonoldschool.org](mailto:coordinator@boddingtonoldschool.org)

### PROPOSAL FOR COMMUNITY EVENTS

#### UNDERTAKEN BY THE BODDINGTON COMMUNITY RESOURCE CENTRE

NOTE: Although the dates below are set for the following 12 months, they can be carried through for the next 24 months with negotiations if required by either party

1	Event	Date	Particulars
1	Star Gazing Night	22 August 2020	<ul style="list-style-type: none"> <li>• Advertise the Event</li> <li>• Arrange the event in conjunction with the Perth Observatory</li> <li>• Arrange food vans, PA, Seating where applicable</li> <li>• Set up and pack away</li>   <li>• Preceded by a workshop teaching night-time photography, 1-2 weeks before event</li> </ul>
2	Friday Night Festival and Night Markets	6 November 2020	<ul style="list-style-type: none"> <li>• Advertise and arrange stall holders for local and visiting stall holders</li> <li>• Liaise with markets committee</li> <li>• Food vans and food stall holders</li> <li>• Liaise with Lions for hot dogs etc.</li> </ul>
3	Saturday Street Parade	7 November 2020	<ul style="list-style-type: none"> <li>• Advertise the Event</li> <li>• Obtain permit to close section of the main street and Bannister road near BCRC</li> <li>• Arrangements for local participants in the parade</li> <li>• Arrange nominations for ute procession</li> <li>• Arrange prizes</li> <li>• Arrange judges</li> </ul>
4	Lighting of the Xmas Tree	December 2020	<ul style="list-style-type: none"> <li>• Advertise Lighting of the Xmas Tree</li> <li>• Arrange suitable entertainment, food etc</li> <li>• Arrange tree set-up with SOB</li> <li>• Obtain permit to close section of the main street and seating between SOB and IGA</li> </ul>
5	Movie Night	February 2020	<ul style="list-style-type: none"> <li>• Advertise Event</li> <li>• Arrange license and purchase movie</li> <li>• Food Stalls</li> <li>• Set up and pack away</li> </ul>
6	Movie Night and Night Markets Caravan and Camping Club	March 2020	<ul style="list-style-type: none"> <li>• Advertise the Event, obtain license</li> <li>• Liaise with Local Community Markets Group</li> <li>• Liaise with Caravan Group to establish their requirements</li> </ul>



OPEN Mon-Fri. 9am to 3pm

ATTACHMENT 8.6.3A



Boddington Community Resource Centre Inc  
 20 Bannister Rd [PO Box 60], Boddington WA 6390  
 Phone 9883 8246 Fax 9883 8808  
 Email: coordinator@boddingtonoldschool.org

7	Foreshore Celebration	February 2020	<ul style="list-style-type: none"> <li>• Advertise the Event as per theme (e.g. Country and Western, or blues)</li> <li>• Arrange suitable entertainment for children</li> <li>• Arrange food vans and/or local food stall holders</li> </ul>
8	Morning Teas	August - December Jan - June	Morning tea (with gold coin donation) for any member of the community
9	Welcome to Boddington Morning Tea	February	Welcome morning tea for newcomers to Boddington Advertised – free event – with welcome bag of information
Report of Event 1-7 Outcomes with SWAT analysis			

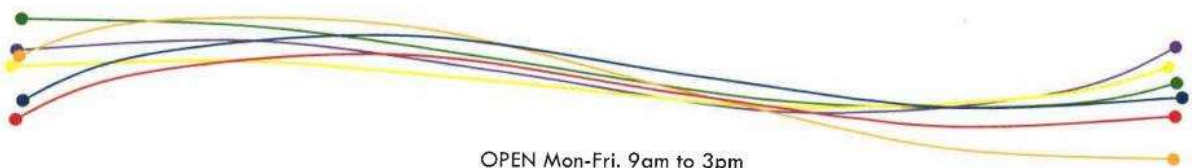
**CONTINGENCY PLAN if Restrictions are imposed and Rodeo does not proceed**

1. Zoom Bingo
2. Zoom Stargazing
3. Zoom Cooking Classes
4. Possible Outdoor Music Event – Main Street – Picnic Style with social distancing
5. One on one training for digital access to own computer, iPad or tablet
6. Group training where possible for digital access to own computer, iPad or tablet

**CONTINGENCY PLAN if Lockdown is implemented**

7. Compassionate Community
  - a. Phone Contact with people in age-related lock-down
  - b. Phone Contact with people in medical-related lock-down
  - c. Obtain Grocery orders by phone, take payment (as before) and arrange volunteer drivers to deliver to homes.
8. Zoom Cooking Classes and similar to keep community cohesion
9. Zoom Bingo
10. Other as identified

Prepared and presented 10 July 2020  
 Chair: John Allert  
 Coordinator: Susan Henderson



OPEN Mon-Fri. 9am to 3pm



## 8.6.4 Boddington Arts Council - Lease

Location:	Reserve No. 34391 – Corner Wuraming Avenue and Johnston Street (Asset No A743)
Applicant:	Boddington Arts Council
File Ref. No:	CPR0048
Disclosure of Interest:	Economic and Community Development Officer is a member of the Boddington Arts Council
Date:	20 August 2020
Author:	Economic and Community Development Officer, Leanne Bryant
Attachments:	8.6.4A Draft Arts Council Lease

### Summary

For Council to endorse a new lease with the Boddington Arts Council for Reserve No 34391, Corner Wuraming Avenue and Johnston Street Boddington and to seek approval from the Minister for Planning for such lease.

### Background

The original lease for this property commenced in 1987 for a period of twenty (20) years (expiring 2007). The Lease document provides for a further term of twenty (20) years which the Arts Council expressed the desire to exercise this option in 2007.

This option was taken to Council on the 12 June 2007 (8.5.2):

Council Resolution 169/07

That Council agrees to extend the lease of the Boddington Arts Council premises to 31<sup>st</sup> May 2027, and that the Peppercorn lease be removed and a rental charge of \$600 per annum for 2007/2008 be instated and reviewed annually thereafter, due to long term costs and continuity with other leases, and that Council's Building Maintenance Officer inspects the leased premises so that any outstanding maintenance issues can be drawn to the attention of Arts Council members, with a request that any maintenance identified, other than fair wear and rear, is effected as soon as possible.

Carried 4/3

At the 10 July 2007 the item was re-presented to Council for reconsideration of Rent (8.5.2):

The Boddington Arts Council requests reconsideration of Council's decision to impose a \$600 rent charge for the 2007/2008 financial year, to be review annually thereafter.

Council Resolution 213/07

That Council rescinding Resolution No 169/07.

Carried 4/3

Council Resolution 214/07

That the matter lays on the table until all leases, fees and schedule are reviewed.

Carried 7/0

### Comment

This item was never re-presented to Council for an outcome and therefore there has been no lease with the Arts Centre since 2007.

An email from Civic Legal was received March 2009 in regards to quoting for the preparation of a new lease. No further correspondence has been found relating to this.

The Shire services the air conditioner, Emergency Exits and firefighting equipment on a yearly basis.

The Art Centre Committee cleans the facilities, maintains the gardens to a high level and pays all relevant out goings including Emergency Services Levy and rubbish collection.

### Strategic Implications

Goal 1. A strong, healthy and safe community. Access to services and facilities that support health, education, sport, recreation, safety and well-being of the community.

Outcome 1.1 – An inclusive and supportive community.

Strategy 1.1.2 Promote and support community events, arts and cultural activities.

Strategy 1.1.3 Work in partnership with community groups to encourage volunteerism.

Outcome 1.3 – Access to sport, recreation and leisure opportunities that support a healthy lifestyle.

### Statutory Environment

*Local Government Act 1995* gives Council the power to lease a Reserve with the approval of the Minister for Planning. It is assumed that the approval was granted in 1987. Approval will need to be sought from the Minister for Planning for a new lease.

Policy Implications - Nil

Financial Implications -Nil

### Economic Implications

The Art Centre membership are able to sell their products through the craft outlet, which attracts tourists to the facility and provides a small income for a number of residents.

### Social Implications

Over the years the Boddington Arts Council has continued to grow and respond to requests from the community in the way of Art and Craft activities, workshops and group meetings. The Centre is open every day to the public with groups utilising the facilities Monday to Friday, (day and evenings). The centre currently has a membership of fifty five (55).

The Centre has a small outlet for members to sell their products, which also brings in a small income to the centre to keep membership costs down allowing access to all members of the community.

The Art Centre Committee and members coordinate the Annual Field of Quilts (September) and an Open Day Art Festival (November) yearly.

The Mosaic group is currently working on a public art project for the Hotham Foreshore. (7 metres x 2.5 metres).

The centre also provides social opportunities for many of the Shire's residents.

Environmental Considerations - Nil

Consultation

President Boddington Arts Council  
Shire of Boddingtons Principal Environmental Health Officer/Building Surveyor  
Senior Finance Officer – Rates/Debtors

Options

The Boddington Arts Council have maintained the property during this period and at this point in time there appears to be no reason not to renew the Lease.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.4
---------------------------------------

1. That Council instructs staff to seek the approval of the Planning Minister for the lease of Reserve No 34391 to the Boddington Arts Council for twenty (20) years with an optional twenty (20) years.
2. That Council endorses the lease with the Boddington Arts Council for Reserve No 34391 for twenty (20) years with an optional twenty (20) years.
3. That Council endorses using the Shire of Boddingtons common seal on the lease with the Boddington Arts Council for Reserve No 34391 providing that Ministerial Approval is received.

ATTACHMENT 8.6.4A

LEASE

BODDINGTON ARTS CENTRE

SHIRE OF BODDINGTON  
("Lessor")

AND

BODDINGTON ARTS COUNCIL INC  
("Lessee")

## ATTACHMENT 8.6.4A

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## ATTACHMENT 8.6.4A

"Land" means the land described in item 3 of Schedule 1;

"Lease" means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;

"Leased Premises" means the premises described in item 4 of Schedule 1;

"Lease Year" means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

"Lessee's Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

"Lessee's Fixtures" means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor's consent which is not re-classified as a Lessor's Fixture in accordance with this Lease;

"Lessee's Plans and Specifications" means all plans, specifications and working drawings in relation to the Lessee's Initial Works and Lessee's Works as prepared by or on behalf of the Lessee;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;

"Lessee's Rights" means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor's Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee's Operations from the Leased Premises;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in the Leased Premises and any Lessee's Fixtures which are reclassified by the Lessor as Lessor's Fixtures in accordance with this Lease;

"Lessor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

"Maintain" means maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Minister" means the Minister for Lands, a body corporate under section 7 of the LAA;

"Outgoings" has the meaning set out in item 11 of Schedule 1;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises;

"Primary Interest Holder" means, in relation to Crown land, the entity listed on a Crown Certificate of Title as the holder of a charge, Crown lease, easement, lease, mortgage, profit a prendre or other interest, including such interests as are lawfully granted or entered into by a management body but does not include –

- (a) The care, control and management of a reserve, mall reserve or road;
- (b) Caveat;
- (c) Licence; or
- (d) Mining, petroleum or geothermal energy right;

## ATTACHMENT 8.6.4A

"Rate" means 6% per annum;

"Refurbish" includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and upgrading the Leased Premises generally;

"Relevant Authority" means anybody or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or an part of the Land or Leased Premises are or will be connected;

"Rent" means the rent specified in item 8 of Schedule 1;

"Schedule" means a schedule to this Lease;

"Services" means electricity, gas, oil, fuel, water or other similar commodity, facility or service on or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

"Shire" means the Shire of Boddington acting in its capacity as local government;

"Term" means the tem specified in item 7 of Schedule 1;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease; and

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

### 1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by two (2) or more persons shall bind them jointly and severally;
- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

### 1.3 Performance of Functions by Minister

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

## ATTACHMENT 8.6.4A

### 1.4 Approval by the Lessor or Minister

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor's reasonable discretion or the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

### 1.5 Consent of Western Australian Planning Commission

If for any reason this Lease required by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

## 2. Operative part

### 2.1 Lease of Leased Premises

Subject to the Minister's consent in respect of this Lease, in consideration of the Lessee agreeing to:

- (a) pay the money payable under this Lease; and
- (b) duly observe and perform the Lessee's Obligations.

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

### 2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations.

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

### 2.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

## 3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

- (a) Improvements to Leased Premises:

## ATTACHMENT 8.6.4A

the Lessor may at any time carry out improvements to the Leased Premises, including without limitation:

- (i) construct new buildings on the Land;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (iii) any other Lessor's Works,

but in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations.

(b) Right to enter

- (i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:

- (A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (B) comply with any requirement or order of any local government or other statutory authority;
- (C) carry out any maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;
- (D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
- (E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term;

except that the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations;

- (ii) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly.

(c) Granting easements etc.

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

#### 4. Rent

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of Schedule 1, without any deduction, set off or abatement.

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### 5. Outgoings and Bulk Supply of Electricity, Gas or Power

#### Outgoings separately assessed

The Lessee must pay to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

### 6. Use of Leased Premises and Facilities

#### 6.1 The Lessee shall not:

- (a) use the Leased Premises for any other purpose other than the Authorised Use specified in item 5 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, Item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

#### 6.2 The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor's Fixtures; and
- (b) shall not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

### 7. Security of Leased Premises

#### 7.1 The Lessee shall:

- (a) securely lock all doors or other openings to the Leased Premises when the Leased Premises is unoccupied; and
- (b) if required by the Lessor install in the Leased Premises a security alarm system approved by the Lessor.

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

7.3

### 8. Leased Premises Name in Lessee's Name

- 8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.
- 8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

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### 9. Covenant to repair and maintain

9.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
  - (i) fair wear and tear;
  - (ii) damage which is or will be reinstated from the proceeds of insurance; and
  - (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;
- (e) enter into and keep current a service contract with a reputable air-conditioning service company for the regular maintenance and service of any air-conditioning plant and equipment which services the Leased Premises;
- (f) maintain the Lessee's Fixtures in clean and good condition;
- (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
- (h) replace any broken glass in the Leased Premises.

9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.

9.3 If the Lessee does not work, which affects the Leased Premises, such as the Lessee's Initial Works and the Lessee's Works and any fitting out, alterations, partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:

- (a) comply with all relevant requirements of an authority and all laws and standards;
- (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
- (c) carry out the work in a safe and proper manner;
- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and

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- (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

### 9.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 9.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.
- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (c) Without prejudice to the generality of clause 9.1 and 9.4(b) for the avoidance of any doubt the Lessee is obliged to:-
  - i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
  - ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
  - iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

### 10. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
  - i) any breach of the Lessee's Obligations; and
  - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph (i);
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
  - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
  - ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:

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- i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
  - ii) any breakage of glass in an exterior window or door in the Leased Premises;
  - iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
  - iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Days' notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and

### 11. Negative covenants

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging



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up or excavation is undertaken in accordance with the requirements of that authority;

- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the land (except garden waste);
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

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### 12. Lessee's Obligations to effect Insurances

The Lessee shall effect and maintain in the names of the Lessor and the Lessee with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises or anything in the Leased Premises as reasonably required by the Lessor from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Lessee shall:

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updates, amended or varied from time to time;
- (b) not without the Lessor's prior consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

### 13. Indemnities

#### 13.1 General indemnity

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing, anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand fails to do so.

#### 13.2 Nature of Indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance.

### 14. Assignment

#### 14.1 No assignment

The Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

#### 14.2 Property Law Act excluded

Sections 80 and 82 of the *Property Law Act 1969 (WA)* are excluded.

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### 14.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of an assignment if both the Lessor and the Minister consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

### 14.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of a sublease of the whole of the Leased Premises if both the Lessor and the Minister consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

## 15. Damage, Destruction or Resumption

### 15.1 Definitions

In this clause 15:

- (a) 'Reinstatement Notice' means a notice given by the Lessor to the Lessee of the Lessee's intention to carry out the Reinstatement Works; and
- (b) 'Reinstatement Works' means the work necessary to:
  - i) reinstate the Leased Premises; or
  - ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

### 15.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
  - (i) unfit for occupation and use by the Lessee; or
  - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

then from the date that the Lessee notifies the Lessor of the damage or destruction ('Damage Notice');

- iii) any money payable by the Lessee under this Lease; and
- iv) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

- (b) If clause 15.1(a) applies, the remedies for:

- (i) recovery of any money or a proportionate part falling due after the damage or destruction; or
- (ii) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises is;

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- (iii) restored;
- (iv) made fit for the Lessee's occupation and use; or
- (v) made accessible.

### 15.3 Either Party May Terminate

If clause 15.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

### 15.4 Lessee May Terminate

If the Lessor gives a Reinstatement Notice to the Lessee and fails to commence the Reinstatement Works within a reasonable time, the Lessee may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

### 15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

- (a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or
- (b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

### 15.6 Lessor to Terminate

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

### 15.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 15 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

### 15.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

### 15.9 Lessor Not Obligated to Reinstat

Nothing in this Lease obliges the Lessor to reinstate the Leased Premises or the means of access to it.

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### 15.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 15, the Lessee will have no interest in the insurance proceeds.

### 15.11 Resumption of Leased Premises

If the Leased Premises is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this lease.

## 16. Limited of Lessor's Liability

### 16.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
  - (i) any fault in the construction or state or repair of the Leased Premises, or the Lessor's Fixtures;
  - (ii) any defect in any of the Plant and Equipment, facilities or the Services;
  - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:
  - (i) the Lessee has relied on the Lessee's own skill and judgement and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations, and
  - (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

### 16.2 Suitability and Safety of Leased Premises

- (a) The Lessor does not represent or warrant:
  - (i) that the Leased Premises is suitable to be used for the Authorised Use; or
  - (ii) that the Leased Premises may lawfully be used for the Authorised Use.
- (b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or

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permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.

- (c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons except entering the Leased Premises.

### 16.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

### 16.4 Lessor only liable while Primary Interest Holder

The Lessor is only liable for any breaches under this Lease occurring while it is the Primary Interest Holder of the Land.

### 16.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction, failure to function, or interruption of or to, the water, gas or electricity services, fire equipment or other services to or facilities contained in the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

## 17. Default

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;

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- (h) where the Lessee is a company and:
  - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
  - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into as scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
  - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
  - (v) the Lessee states that it is insolvent; or
  - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

### 18. **Lessor's power on default**

#### 18.1 **Lessor's right of possession**

On the occurrence of an Event of Default, the Lessor may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

#### 18.2 **Lessor may remedy Lessee's default**

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitute a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
  - (i) acceptance of the keys for the Leased Premises;
  - (ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or

#### 18.3 **No prejudice of Lessor's rights**

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or

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- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

### 18.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove detail default by the Lessee or the continuance of that default.

## 19. Essential terms

### 19.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 5, 6, 9, 12 and 14 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

### 19.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

### 19.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

### 19.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.



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### 19.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 19.4.

## 20. Termination

### 20.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and delivery to the Lessor all keys, access cards and other security devices for the Leased Premises.

### 20.2 Improvements to Vest in Crown

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

### 20.3 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

### 20.4 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on termination of any period of holding over, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, notwithstanding the state of the Leased Premises at the Commencement Date, removing all fittings to the floors and walls, repainting the walls and repairing any damage to the floors or walls.

### 20.5 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 20.4, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights or the Lessor in relation to the Lessee's default.

### 20.6 Dealing with Lessee's property not removed at Termination

The Lessor has the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) to remove and store the Lessee's property in an alternative Leased Premises at the Lessee's cost;

## ATTACHMENT 8.6.4A

- (b) to sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit.

And the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

### 21. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

### 22. Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

### 23. Miscellaneous

#### 23.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

#### 23.2 Lessor's consent

The Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

## ATTACHMENT 8.6.4A

### 23.3 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

### 23.4 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

### 23.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

### 23.6 Discretion of the Lessor

The Lessor and Lessee agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or powers of the Lessor under any Written Law and in particular does not fetter the Lessor with regard to the approval or imposition of conditions on any approval required for the carrying out of the Lessee's Initial Works or the Lessee's Works in accordance with this Lease.

### 23.7 Time for Payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within ten (10) Business Days after the Lessor gives a notice to the Lessee requiring payment.

### 23.8 Time of the essence

Time shall be of the essence in all respects.

### 23.9 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

### 23.10 Variation

This Lease may not be varied except in writing signed by all of the parties.

## ATTACHMENT 8.6.4A

### 23.11 Further assurances

Each party to this Lease must execute and do all acts and things necessary to give full force and effect to this Lease.

### 23.12 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

### 23.13 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease.

### 23.14 Proper Law

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

### 23.15 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

### 23.16 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not affect the interpretation of this Lease.

### 23.17 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

### 23.18 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

### 23.19 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by email to the recipient's email address (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by email, on the same date as transmitted (if transmitted prior to 4.00pm on

## ATTACHMENT 8.6.4A

a Business Day) or the next Business Day (if transmitted at or after 4.00pm on a Business Day, or on a day not being a Business Day); and

- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

### 23.20 Goods and services tax

- (a) In the Lease:

"GST" means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act;

"Tax invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
- (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay to the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
- (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
- (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 23.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

### 24. Option for Further Term

Twenty years.

### 25. Special Conditions

The special conditions set out in item 12 of Schedule 1 shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

## ATTACHMENT 8.6.4A

### SCHEDULE 1

#### Particular of Lease:

1. **Lessor's Details**

SHIRE OF BODDINGTON OF 39 Bannister Road, Boddington, Western Australia 6390.

2. **Lessee's Details**

BODDINGTON ARTS COUNCIL INC of No 2 Johnstone Street, Boddington, Western Australia 6390.

3. **Land**

Reserve 34391 (approx. 2300 sq. metres, 0.4664ha) located on the corner of Wuraming Avenue and Johnston Street (No 2), Boddington and being Lot 150 on Deposited Plan 215188.

4. **Leased Premises**

The Land and all improvements on the Land.

5. **Authorised Use**

Arts and craft centre.

6. **Commencement Date**

1 October 2020.

7. **Term**

The Term shall be a term of TWENTY (20) years commencing on the Commencement Date and ending on the 30 September 2040.

8. **Rent**

From the Commencement Date and for the Term the Rent is Peppercorn, exclusive of GST payable on the Commencement Date and each anniversary of the Commencement Date.

9. **Further Term**

TWENTY (20) years.

10. **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00);
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning,

## ATTACHMENT 8.6.4A

storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;

- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
  - (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
  - (e) any other matter or thing which the Lessor reasonable requires by notice to the Lessee;
- on the terms specified in clause 12 of the Lease.

### 11. Definition of Outgoings

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;
- (b) maintaining the Land and Leased Premises;
- (c) supplying, providing and Maintaining;
  - (i) services to and Facilities in the Leased Premises;
  - (ii) the Plant and Equipment;
  - (iii) services to the Leased Premises including but not limited to lighting, air-conditioning, heating, cooling, ventilation, sanitary conveniences and accessories, music and public address systems, and emergency generators;
  - (iv) security systems and security personnel, including employees and independent contractors, for the Land or the Leased Premises;
- (d) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;  
landscaping, gardening and reticulating the Land and the Leased Premises;
- (e) employing staff to undertake the matters referred to in this definition;
- (f) administration and operation costs for undertaking the matters referred to in this definition;
- (g) providing motor vehicles, plant and equipment, and tools and materials for the purpose of undertaking the matters referred to in this definition;
- (h) taxes, levies, imposts, duties and statutory charges associated with undertaking the matters referred to in this definition, including but not limited to any tax on goods and services;
- (i) rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single

## ATTACHMENT 8.6.4A

holding basis and any other changes of any kind imposed by a government or public authority of any kind;

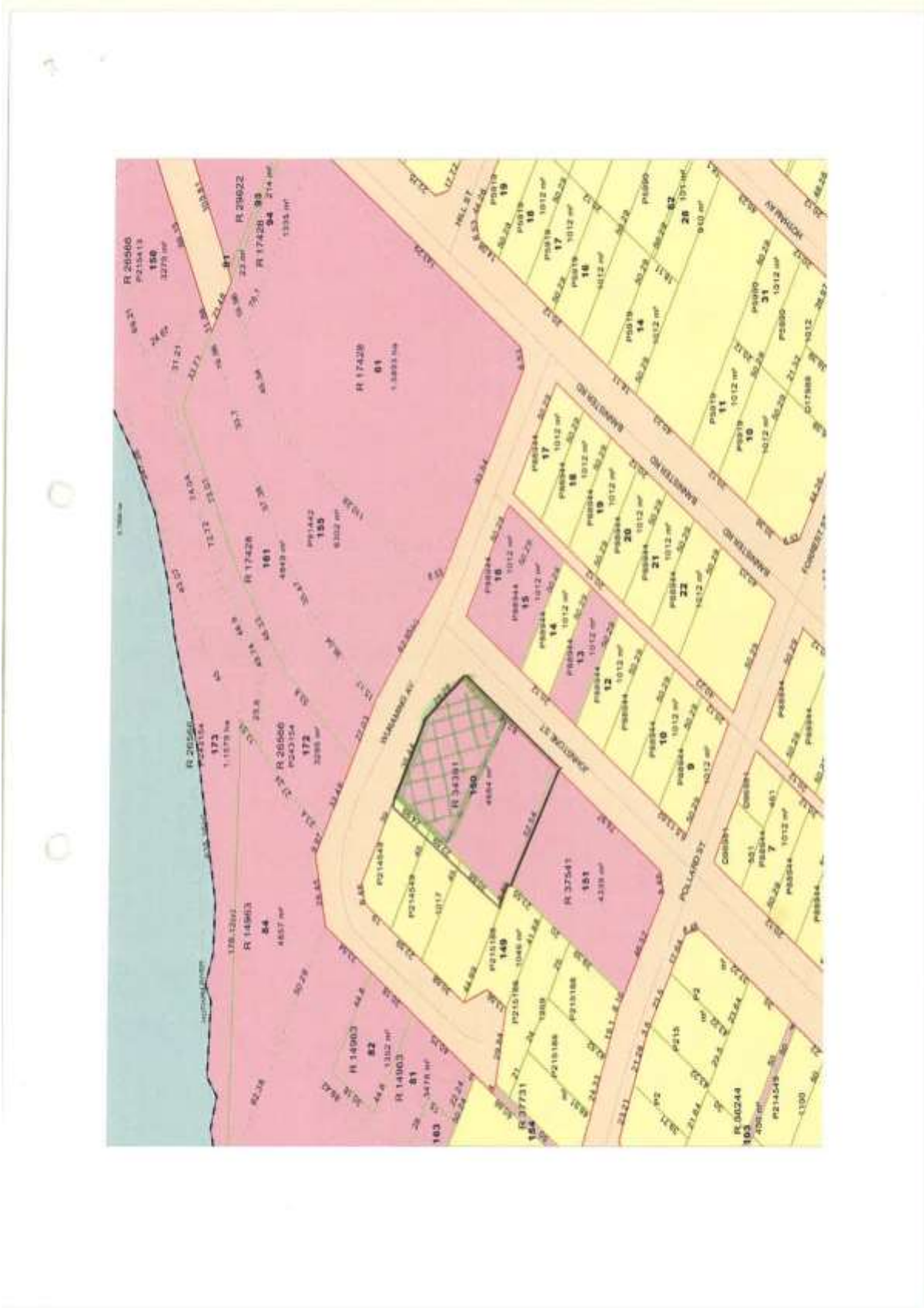
- (j) legal and audit fees in relation to matters referred to in this definition;
- (k) leasing any plant, equipment or other items required for or in connection with the operation of the Leased Premises;
- (l) redecorating and refurbishing the Leased Premises and the regular upkeep of the Leased Premises;
- (m) advertising, marketing and promoting the Leased Premises; and
- (n) providing car parking areas, toilets, rest rooms and other public amenities on the Leased Premises.



ATTACHMENT 8.6.4A

SCHEDULE 2

Reserve 34391



ATTACHMENT 8.6.4A

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of the )  
**SHIRE OF BODDINGTON** )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
SHIRE PRESIDENT  
Garry Ventris

\_\_\_\_\_  
Acting Chief Executive Officer  
Graham Stanley

THE COMMON SEAL OF )  
**BODDINGTON ARTS COUNCIL INC** )  
was hereunto affixed in accordance )  
with its Constitution in the presence of: )

\_\_\_\_\_  
Print Name:  
Position:

\_\_\_\_\_  
Print Name:  
Position:

Endorsement of Minister's Consent:

## 8.6.5 Community Hub Café - Lease

Location:	Part of Reserve No. 17428, – Johnston Street, Boddington (Asset No BVO1039)
Applicant:	Shire of Boddington
File Ref. No:	CREL002
Disclosure of Interest:	Nil
Date:	06 August 2020
Author:	Economic and Community Development Officer, Leanne Bryant
Attachments:	8.6.5A Draft Lease

### Summary

For Council to endorse advertising the lease for the Community Hub Café, part of the Boddington Library building, Johnston Street Boddington.

### Background

In May 2017 with the Library/Community Hub/Interpretation Centre almost completed, submissions were sought from interested parties for the leasing of the café space.

Two submissions were received with the following Council Resolution 81/17:

1. That Council delegates to the Chief Executive Officer the authority to negotiate and execute a Contribution Agreement between the Shire of Boddington and Eugene Smalberger over the Café area as Part of Reserve 17428, located at the corner of Wuraming Avenue and Bannister Road, Boddington.
2. That Council resolve that the Contribution Agreement contain the following terms:
  - A rent free period until the fit out is completed and café opening;
  - Café to be opened by 22 September 2017;
  - A weekly rental to consist of a percentage of café and gallery income 15%;
  - Operator/s to hold minimum Public Liability insurance \$10 million;
  - Rent review in January 2018;
  - Rent from January 2018 to consist of a percentage of income 15% plus outgoings 1/3 gas and electricity;
  - Café to be open a minimum five days a week between 9am and 2pm;
  - Council to supply equipment up to a value of \$25,000 to be considered in the 2017/2018 budget deliberations;
  - 3 year term with either party to give 4 weeks' notice of termination;
  - The operator demonstrate involvement of community groups;
  - The operator demonstrate the engagement of local residents;
  - The operator work in concert with other community events

Carried: 4/3

## Comment

The Shire owns the following plant and equipment at the café:

- Wega Polaris Coffee Machine
- Wega Silenzio Grinder
- 1800 Freezer Bench
- 1800 Refrigerator Bench
- Goldstein Gas Oven
- Electric Deep Fryer – Double Basket
- Extraction Canopy

The current contribution agreement expires on the 21 September 2020. There is no option to renew within the current contribution agreement.

As the cafe involves selling and providing goods and services to the public, it needs to be a retail lease. A retail lease sets out the rights and responsibilities of the owner of the retail premises (the 'lessor') and the party who wants to rent the premises to run their business (the 'lessee'). Each state and territory has its own Retail Leases legislation which places obligations on lessors about the lease's terms and disclosure of information, namely:

- The lessor must provide the lessee with a proposed retail lease; and
- The lessor must provide the lessee with a 'Lessor's Disclosure Statement'.

The lease to include Special Conditions as below:

- (a) Café to be open a minimum of five days per week.
- (b) Minimum fixed hours of operation 9 am and 4 pm five days per week;
- (c) Lessee can open outside of these hours as well if they desire;
- (d) Two of the five days must be Weekends and public holidays (excluding Christmas Day, Boxing Day and Easter Sunday);
- (e) To be open when community events are held at Hotham Park;
- (f) The Lessee to supervise, maintain and promote the Boddington Interpretation Centre when the Library is closed;
- (g) The Lessee to maintain and keep stocked the tourist information brochures in the common area;
- (h) Demonstrate the involvement of Boddington Community Groups;
- (i) Demonstrate engagement with local residents; and
- (j) Working in concert with other community events.

Advertising for Registration of interest for the café is a transparent process that allows for interested parties to apply.

Rent to be negotiated.

## Strategic Implications

Goal 1. A strong, healthy and safe community. Access to services and facilities that support health, education, sport, recreation, safety and well-being of the community.

Outcome 1.1 – An inclusive and supportive community.

Strategy 1.1.2 Promote and support community events, arts and cultural activities.

### Statutory Environment

*Local Government Act 1995* gives Council the power to lease a Reserve with the approval of the Minister for Planning. It is assumed that the approval was granted in 2017. Approval will need to be sought from the Minister for Planning for a new lease.

### Policy Implications

Nil

### Financial Implications

Funds raised from the Lease to be spent on maintenance and improvements on the reserve.  
Rent to be negotiated.

### Economic Implications

With the forthcoming opening of the Hothman Park development this café will become an integral component of the precinct. It will be important for the café to be open for local usage but also for tourists visiting the region and the interpretation centre.

The café offers local artists the opportunity to sell their products, thereby providing a small income and creating another interest for people visiting the Library, Café and Interpretation Centre.

### Social Implications

The café being next to the library provides social opportunities for many of the Shire's residents. Tourists visiting the Interpretation Centre are able to socialise with locals at the café.

### Environmental Considerations

Nil

### Consultation

- Small Business Development Corporation, Government of Western Australia.  
Boddington Real Estate Agent;
- Acting Chief Executive Officer;
- Principal Environmental Health Officer/Building Survey;
- Senior Finance Officer/Rates Debtors
- Mercer Bryant Realty Pty Ltd

## Options

Council can adopt:

1. The Officer's Recommendation;
2. Amend the Officer's recommendation; or
3. Not adopt the Officer's Recommendation's, providing reasons for doing so.

## Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.5
---------------------------------------

1. That Council instructs staff to advertise for interest for the lease of the Boddington Community Hub Café for five (5) years with an option of a further five (5) years.

# ATTACHMENT 8.6.5A

## **BODDINGTON COMMUNITY HUB CAFE – LEASE**

**THIS AGREEMENT** is dated this                      of October                      2020.

**PARTIES:**     The **SHIRE OF BODDINGTON** of 39 Bannister Road, Boddington 6390 in the State of Western Australia ("Shire")

and

("Lessee")

### **IT IS AGREED**

#### **1     USE OF PREMISES AND COMMON AREAS**

1.1     The Shire permits the Lessee use of the Premises, the Common Areas and the Shire's Plant and Equipment on the terms and conditions set out in this Agreement.

#### **2     CONTRIBUTION**

2.1     In consideration for being given the permission to use the Premises, the Common Areas and the Shire's Plant and Equipment, the Lessee shall pay to the Shire the Lease amount in accordance with Annexure 1 of this Agreement.

#### **3     SCOPE OF AGREEMENT**

3.1     Nothing contained in this Agreement shall be construed as granting to the Lessee any interest in the Land comprising the Premises, the Common Areas or the Shire's Plant and Equipment, other than a permission to use the Premises, the Common Areas and the Shire's Plant and Equipment under the terms and conditions set out in this Lease.

3.2     This Lease does not confer exclusive possession of the Premises. The Shire's personnel may enter the Premises at any time for any reasonable purpose.

#### **4     TERM**

4.1     The term of this Agreement shall be five (5) years commencing on ??? October 2020, subject to:

- (a)     the provisions for earlier termination contained in this Agreement; and
- (b)     the option for renewal or extension of the Term (if any) specified in this Agreement.

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## ATTACHMENT 8.6.5A

### **5 TERMINATION**

5.1 Subject to the other terms and conditions of this Lease:

- (a) the Shire may terminate this Lease by giving the Lessee one (1) months' notice in writing; and
- (b) the Lessee may terminate this Lease by giving the Shire one (1) months' notice in writing.

5.2 If the Lessee defaults in one or more of the following respects:

- (a) wholly or partly suspends the performance of the Cafe from the Premises without reasonable cause;
- (b) fails to proceed with the performance of the Cafe from the Premises regularly or diligently;

then the Shire may send the Lessee a notice specifying the default and stating the intention of the Shire to terminate this Agreement.

5.3 If within fourteen (14) days of the receipt of the notice the Lessee fails to rectify the default or fails to satisfy the Shire that the default will be rectified without further delay to the performance of the Cafe, then the Shire, without prejudice to any other rights or remedies, may by written notice to the Lessee terminate this Agreement.

### **6 USE OF PREMISES AND COMMON AREAS**

6.1 The Lessee shall use the Premises only for the purpose of providing Café service and a Gallery and not for any other purpose.

6.2 The Lessee shall not allow any person other than its employees, local residents, community members, subcontractors or its subcontractors' employees to use the Premises without prior approval by the Shire. The Contributor shall ensure that all its employees, local residents, community members, subcontractors and subcontractors' employees comply with the terms of this Agreement at all times while using the Premises.

6.3 The Lessee shall not do, or allow to be done, any act or thing that may cause or permit the Common Areas to be used for any purposes other than that for which they were intended or to become damaged or otherwise deteriorate.

6.4 While using the Premises and the Common Areas, the Lessee shall not cause obstruction, disruption or annoyance to the Shire, users or occupiers of the other premises in the Building, other users of the Common Areas and any other persons legitimately present in the Building or the Premises.

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## ATTACHMENT 8.6.5A

### **7 SIGNAGE**

- 7.1 All signage both internal and external must be approved by the Shire of Boddington at design level. Signage must not be installed without the permission of the Shire of Boddington.

### **8 REPAIR, MAINTENANCE AND CLEANING OF THE PREMISES AND THE COMMON AREAS**

- 8.1 The Lessee shall:

- (a) repair, to the satisfaction of the Shire, any damage to the Premises, the Building (including the Common Areas) or the Shire's Plant and Equipment which has been caused by an act or omission of the Lessee or its employee, licensee, contractor or invitee;
- (b) keep the Premises in a sanitary condition and clear of rubbish or debris and keep the Shire's Plant and Equipment in clean and good condition;
- (c) not use the Common Areas for placing rubbish or debris of any kind, except in areas specifically provided for that purpose; and
- (d) comply in all respects with the provisions of any Act (State or Federal), including, without limitation, the Food Act 2008 and the Health (Miscellaneous Provisions) Act 1911 in force affecting the Premises or the occupier or owner of the Premises and with all regulations, requisitions, orders and notices made or given under or pursuant to any such Act,

but shall not otherwise be required to repair, maintain or clean the Common Areas other than the timber veranda and stairs.

- 8.2 Subject to clause 7.1 above, the Shire shall be responsible for and bear the cost of:

- (a) all repairs and maintenance of the Building and the Common Areas; and
- (b) cleaning of such parts of the Common Areas as are not required to be cleaned by the occupiers of the other premises in the Building.

### **9 OUTGOINGS**

- 9.1 The Lessee shall not be liable for or bear the cost of the Shire's outgoing in respect of the Land and the Building, except for the cost referred to in Annexure 1 of this Agreement.

### **10 GST**

- 10.1 Unless otherwise provided in this Agreement, any amount of moneys payable under this Agreement do not include GST and GST must be paid in addition to the amount stated. Any amount which is payable on account of GST as a consequence

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## ATTACHMENT 8.6.5A

of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply, subject to the provision of a tax invoice.

- 10.2 The Lessee shall pay the Shire any GST payable by the Shire for any supply made by the Shire and the Lessee hereby indemnifies the Shire in relation to the payment of GST.

### **11 INSURANCE**

- 11.1 The Shire shall insure the Building, for its full reinstatement value, against damage by usual insurable risks. The Shire shall also insure the Shire's Plant and Equipment for their full replacement value.

- 11.2 Any property owned by the Lessee and brought into the Premises, including but not limited to the Lessee's Plant and Equipment, will not be covered under the Shire's insurance and the Lessee shall provide and maintain its own insurance coverage for such property.

- 11.3 The Lessee shall not do or permit to be done any act or thing, which makes void existing insurance policies of the Shire in respect of the Building or the Shire's Plant and Equipment.

- 11.4 The Lessee shall effect and during the term of this Agreement maintain in the form appropriate to the Lessee's activities and acceptable to the Shire:

(a) Public Liability Insurance for not less than ten million dollars (\$10 million) in respect of a single occurrence and for an unlimited number of claims;

### **12 RISK**

- 12.1 The Lessee shall use the Premises and the Common Areas at the Lessee's own risk and the Lessee hereby releases to the full extent permitted by law the Shire and its agents, contractors and employees from all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever resulting from any accident, damage or injury arising out of or in any way connected with the Lessee's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Lessee's Plant and Equipment, except to the extent that the accident, damage or injury is due to the act, default or omission of the Shire or its agents, contractors (other than the Lessee) and employees.

### **13 INDEMNITY**

- 13.1 The Lessee shall defend, hold harmless and indemnify and keep indemnified the Shire against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Shire may suffer or incur arising out of or in any way

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## ATTACHMENT 8.6.5A

connected with the Lessee's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Lessee's Plant and Equipment.

### **14 NO ASSIGNMENT**

14.1 The Lessee shall not assign this Agreement or any rights relating to this Agreement.

### **15 NOTICES**

15.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to the address of the addressee specified in this Agreement;
- (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
- (d) sent by email to the email address of the addressee with a request for a "read notification" by the recipient.

15.2 A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if delivered personally, at the time of delivery;
- (b) if mailed, on the second Business Day after posting;
- (c) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (d) if emailed, at the time of the recipient acknowledging receipt by sending a "read notification" to the sender.

15.3 A party may change its address for service by giving notice of that change in writing to the other parties.

### **16 GOVERNING LAW AND JURISDICTION**

16.1 This Agreement is governed by the laws of Western Australia.

16.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

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## ATTACHMENT 8.6.5A

### **17 COUNTERPARTS**

17.1 This Lease may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of this Lease will be the date on which it is executed by the last party.

### **17 WHOLE AGREEMENT**

17.1 In relation to the subject matter of this Lease, this Lease is the whole agreement between the Parties and this Lease supersedes all oral and written communications by or on behalf of any of the Parties.

### **18 NO RELIANCE ON WARRANTIES AND REPRESENTATIONS**

18.1 In entering into this Agreement, the Lessee warrants that it has not relied on any oral warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any Person; and has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

### **19 SEVERANCE**

19.1 If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

### **20 SAVING – RETAIL TENANCY ACT**

20.1 In the event that the Retail Tenancy Act applies to this Agreement then the terms of this Agreement are subject to the Retail Tenancy Act and to the extent that any term of this Agreement contravenes or is inconsistent with the Retail Tenancy Act then that term is to be read down or severed to the extent necessary and the remaining terms of the Lease are to continue with full force and effect.

### **21 SPECIAL CONDITIONS**

21.1 Those terms appearing under the heading 'Special Conditions' in Annexure 1 shall form part of this Lease and in the event of any inconsistency between such terms and any other term of the Lease then the term in Annexure 1 shall prevail to the extent of any inconsistency.

### **22 DEFINITIONS**

22.1 In this Lease, unless otherwise indicated by the context:

- (a) *Building* means the building erected on the Land delineated and marked Yellow on the Site Plan in Annexure 2 in which the Premises are situated including any modifications, extensions or alterations made after the Commencement Date and also includes plant, equipment, fixtures and fittings on the Land, car parks and Common Areas.

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## ATTACHMENT 8.6.5A

- (b) *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.
- (c) *Retail Tenancy Act* means the Retail Tenancy (Retail Shops) Agreement Act 1985 (WA) as amended and varied from time to time;
- (d) *Common Areas* means those parts of the Land and the Building that are set aside or designated for the use of the occupiers of the Building or their visitors, clients, employees and agents in common with each other and the Shire and include the areas delineated and marked Green on the Site Plan in Annexure 2.
- (e) *Contribution* means the amount payable by the Contributor as specified in clause 2 of this Agreement.
- (f) *Expiry Date* means the date specified in Annexure 1.
- (g) *Goods and Services Tax and GST* has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (h) *Land* means the land specified in Annexure 1.
- (i) *Premises* means that part of the Building known as Boddington Community Hub incorporating the Café and Gallery and is hatched in Red on the Floor Plan in Annexure 3.
- (j) *Shire's Plant and Equipment* means the plant and equipment listed in Annexure 4.
- (k) *Term* means the term of this Lease referred to in clause 4 and any extension or renewal thereof.
- (l) *The Lessee's Plant and Equipment* means the plant and equipment listed in Annexure 5.

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ATTACHMENT 8.6.5A

**EXECUTED AS AN AGREEMENT**

Signed on behalf of the Shire of Boddington:

\_\_\_\_\_  
SHIRE OF BODDINGTON  
ACTING CHIEF EXECUTIVE OFFICER  
GRAHAM STANLEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE SIGNATURE

\_\_\_\_\_  
DATE

## ATTACHMENT 8.6.5A

### ANNEXURE 1

Land:	Part of Reserve 17428, located at the corner of Wuraming Avenue and Bannister Road, Boddington.
Commencement Date:	??? October 2020.
Term:	5 years.
Expiry Date:	??? October 2025.
Lease Amount:	<p>(a) An amount \$(to be negotiated) excluding gst, is to be paid in accordance with clauses 7 and 8 of the <i>Commercial Tenancy Act</i> from the commencement date. To be reviewed yearly.</p> <p>(b) An amount of 33 1/3 toward the cost of gas and electricity consumed in the Building is to be paid for the term of the lease.</p>
Permitted Use:	<p>Café and gallery</p> <p>(a) Café to be open a minimum of five days per week.</p> <p>(b) Minimum hours of operation 9 am and 4 pm;</p> <p>(c) Lessee can open outside of these hours if they desire;</p> <p>(d) Two of the five days must be Weekends and public holidays (excluding Christmas Day, Boxing Day and Easter Sunday);</p> <p>(e) To be open when community events are held at Hotham Park;</p> <p>(f) The Lessee to supervisor, maintain and promote the Boddington Interpretation Centre when the Library is closed;</p> <p>(g) The Lessee to maintain and keep stocked the tourist information brochures in the common area;</p> <p>(h) Demonstrate the involvement of Boddington Community Groups;</p> <p>(i) Demonstrate engagement with local residents; and</p> <p>(j) Working in concert with other community events.</p>
Option to Renew:	Yes

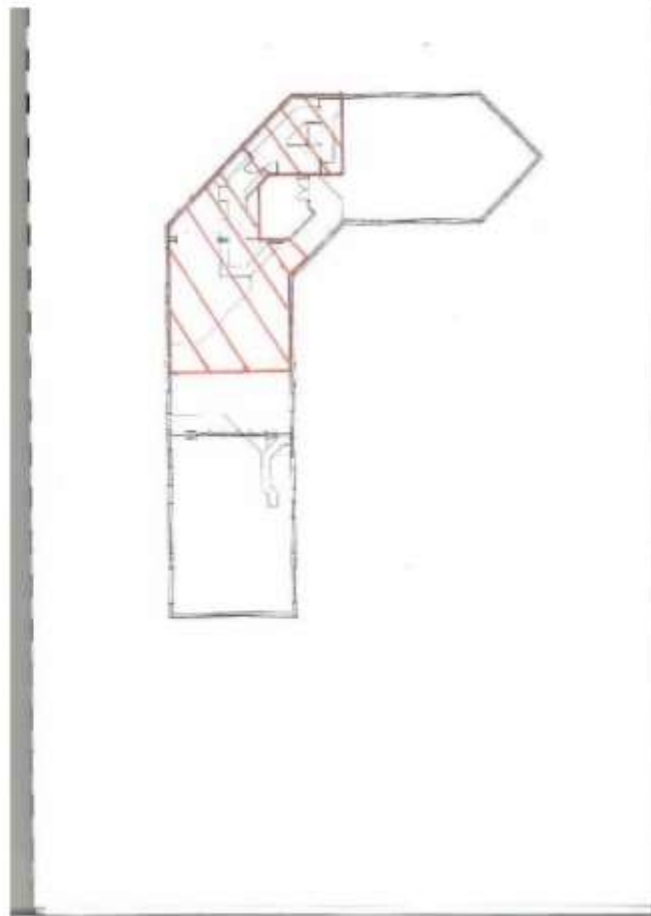
ATTACHMENT 8.6.5A





ATTACHMENT 8.6.5A

**ANNEXURE 3**  
(Premises)



## ATTACHMENT 8.6.5A

### **ANNEXURE 4**

(Shire's Plant and Equipment)

1. Wega Polaris Coffee Machine
2. Wega Silenzio Grinder
3. 1800 Freezer Bench
4. 1800 Refrigerator Bench
5. Goldstein Gas Oven
6. Electric Deep Fryer – Double Basket
7. Extraction Canopy

ATTACHMENT 8.6.5A

**ANNEXURE 5**

( Lessee's Plant and Equipment)

1. xxxxxxxxxxxxxxxxxxxx
2. xxxxxxxxxxxxxxxxxxxx
3. xxxxxxxxxxxxxxxxxxxx
4. xxxxxxxxxxxxxxxxxxxx

## 8.6.6 Delegations Review

File Ref. No: GOVN000  
Disclosure of Interest: Nil  
Date: 13 August 2020  
Author: Glenn Bone – Project Officer  
Attachments: 8.6.6A Delegations Register (separate attachment)

### Summary

**Council is to review existing delegations and adopt new delegations.**

### Background

The process of delegation occurs when a person or body entrusts power and authority to a deputy. Many of the Acts that guide the conduct of local governments permit the delegation of power and duties of the Council to the CEO, who on occasion further delegates these powers and duties to other officers,

In general, Council will delegate operational matters that occur regularly in the business of the government to the CEO in order to facilitate efficient management and allow Council to concentrate on matters of greater significance during meetings.

The *Local Government Act 1995*, *Dog Act 1976*, *Cat Act 2011* and the *Planning and Development (Local Planning Schemes) Regulations 2015* all require local governments to conduct an annual review of delegations made under those Acts.

Council last reviewed their delegations on 23 October 2018 when there was a compliment of 41 Delegations.

### Comment

A comprehensive review of the Delegations Register has now been completed and has resulted in the introduction of a Table of Contents, a Preface, a Summary of the Legislative Requirements and a Document Control Summary. However, the layout of the Delegations as used previously and the numbering system, has been retained. Also, each Delegation has now been allocated a separate page which now includes a table titled 'Document Control' which records the historical background of the Delegation.

These additions will result in a more professional and usable document.

This item proposes that Council adopt three new delegation, revokes three existing delegations and reviews, reaffirms, and amends 39 other delegations to the Chief Executive Officer (CEO) and Other Officers/Persons made under the *Local Government Act 1995* and various other Acts discussed within this report.

Council should note that under section 5.44 of the Local Government Act, the Chief Executive Officer is only able to delegate to Council employees. Therefore, independent consultants or contractors, such as Council's Town Planning Consultant are not able to receive delegated authority.

In a similar manner, Council can only delegate to the Chief Executive Officer, and the Chief Executive Officer then delegates to appropriate staff in accordance with the Local Government Act.

Three new delegations are now proposed. Each of these addresses an authority to act in respect to responsibilities set out in the relevant Acts as identified below.

<b>DELEGATION NUMBER</b>	<b>RA-1</b>
--------------------------	-------------

LEGISLATIVE POWER	Cat Act 2011 Section 44(1)
DELEGATION SUBJECT	Cat Act – Powers and Duties
DELEGATE	Chief Executive Officer

The Chief Executive Officer is delegated authority to exercise the powers and duties conferred by Section 44(1) of the Cat Act 2011.

GUIDELINES	A power or duty under Section 63, 64 and 65 concerning infringements cannot be delegated.
ON DELEGATION	Ranger

<b>DELEGATION NUMBER</b>	<b>H-3</b>
--------------------------	------------

LEGISLATIVE POWER	Public Health Act Section 21(1)
DELEGATION SUBJECT	Public Health Act – Powers and Duties
DELEGATE	Principal Environmental Health Officer

The Principal Environmental Health Officer is delegated authority to exercise the powers and duties conferred by Section 21(1) of the Public Health Act 2016.

GUIDELINES	Nil
ON DELEGATION	Nil

<b>DELEGATION NUMBER</b>	<b>H-4</b>
--------------------------	------------

LEGISLATIVE POWER	Health (Miscellaneous Provisions) Act 1911 Section 26
DELEGATION SUBJECT	Health (Miscellaneous Provisions) Act 1911 Act – Powers and Duties
DELEGATE	Principal Environmental Health Officer

The Principal Environmental Health Officer is delegated authority to exercise the powers and duties conferred by Section 26 of the Health (Miscellaneous Provisions) Act 1911.

GUIDELINES	Nil
ON DELEGATION	Nil

### Delegations to be Revoked

It is recommended that Council revoke the following delegations-

- A-1 Disputes, Arbitration and Industrial
- A-3 Appointment of Staff
- L-2 Clearing Permits

The reasoning here is that the first two delegations conflict with existing provisions of the Local Government Act 1995 by involving Council in matters that are in the CEO's functional role..

Delegation A-1 conflicts with section 5.41(d) which provides that one of the CEO's functions is to:

(d) "manage the day to day operations of the local government."

Delegation A-3 is redundant in that it simply repeats existing obligations contained in sections 5.36 and 5.37 of the Act.

Delegation L-2 conflicts with the Environmental Protection Act 1986 in that there is no role for the local government to play in the issuing of clearing permits to mining companies.

### Changes Recommended

The changes recommended below result primarily from amendment to legislation affecting the 'head of power.' These are identified below, and the relevant pages are identified with insertions in **red** and deleted text is ~~struck through~~.

Delegation	Change	Reason
A5	<b>Enforcement &amp; Legal Proceedings</b> -Identification of current legislation.	Changes to legislation
A-6	<b>Signing documents</b> -Re-formatting.	(no changes to actual wording)
B-1	<b>Building Permits</b> -Addition of 's' to 'permit.'	typo
B-4	<b>Grant of Occupancy Permit, Building Approval Certificate</b> -Insertion of a space between 'section' and '58.'	typo
BF-1	<b>Burning, Prohibited &amp; Restricted Times (Variations)</b> -Addition of the word 'Note:' to the explanation.	Clarification
BF-2	<b>Transfer of Control of Bushfires to Department of Fire &amp; Emergency Services (DFES)</b>	Clarification

Delegation	Change	Reason
	-Addition of the word 'Note:' to the explanation	
F-2	<b>Rate Book</b>  -This delegation subject has been rewritten to separate what are existing duties of the CEO as prescribed in the LGA and those that should be retained as effective delegations.	Conflict of Responsibilities
F-5	<b>Recovery of Fees &amp; Charges</b>  -add '9.10-Sundry Debtors Collection' to the Delegation.	Clarification
F-6	<b>Issuing Purchase Orders</b>  -add 'in accordance with Policy 13.3 – Purchasing of Goods & Services' to the Delegation.	Clarification
F-10	<b>Investment of Surplus Funds</b>  -add '9.5 – Investment of Surplus Funds' to the Guidelines.	Clarification
H-1	<b>Notices &amp; Directions</b>  -replace 'Health Act 1911' with 'Public Health Act 2016.'	Changes to Legislation
L-5	<b>Camping on Land</b>  -add '2.7 Shared/Caravan Accommodation' to the Delegation.	Clarification
P-1	<b>Town Planning</b>  -add 'Matters' to the Delegation Subject	Clarification
T-2	<b>Town Planning</b>  -amend Delegation Subject to 'Temporary Street Closure.' -amend the Delegation by deleting '(Executive Function S3.18)' and replace with '(Section 3.18)'	Typo  Clarification
<p>Note: In addition to the above, a number of Delegations have been amended by variations to the 'Legislative Power.' The reasoning here is either changes to legislation, or omissions from the original documentation.</p> <p>These changes are relevant to the following Delegations: A-5, BF-3, F-5, F-8, H-1 and H-2.</p>		

Strategic Implications - Nil

## Statutory Environment

Local Government Act 1995

5.42. Delegation of some powers and duties to Chief Executive Officer

(1) A local government may delegate\* to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

\* *Absolute majority required.*

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

5.43. Limits on delegations to Chief Executive Officers

A local government cannot delegate to a Chief Executive Officer any of the following powers or duties –

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (ha) the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;
- (h) any power or duty that requires the approval of the Minister or the Governor; or
- (i) such other powers or duties as may be prescribed.

5.44 Chief Executive Officer may delegate powers and duties to other employees

(1) A Chief Executive Officer may delegate to any employee of the local government the exercise of any of the Chief Executive Officer's powers or the discharge of any of the Chief Executive Officer's duties under this Act other than this power of delegation.

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

(3) This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the Chief Executive Officer under section 5.42, but in the case of such a power or duty –

- (a) the Chief Executive Officer's power under this section to delegate the exercise of that power or the discharge of that duty; and
- (b) the exercise of that power or the discharge of that duty by the Chief Executive Officer's delegate, are subject to any conditions imposed by the local government on its delegation to the Chief Executive Officer.

(4) Subsection (3)(b) does not limit the Chief Executive Officer's power to impose conditions or further conditions on a delegation under this section.

(5) In subsections (3) and (4) –  
"conditions" includes qualifications, limitations or exceptions.



5.45. Other matters relevant to delegations under this Division

- (1)(b) any decision to amend or revoke a delegation by a local government under this Division is to be made by an absolute majority.

5.46. Register of, and records relevant to, delegations to Chief Executive Officer's and employees

- (1) The Chief Executive Officer is to keep a register of the delegations made under this Division to the Chief Executive Officer and to employees.
- (2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.
- (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

Building Act 2011

127 Delegation: special permit authorities and local governments

- (1) A special permit authority of a local government may delegate any of its powers or duties as a permit authority under another provision of this Act.

Bush Fires Act 1954

48 Delegation by local governments

A local government may, in writing, delegate to its chief executive officer the performance of any of its functions under this Act.

Cat Act 2011

44 Delegation by local government

- (1) The local government may delegate to its CEO the exercise of any of its powers or the discharge of any of its duties under another provision of this Act.

Cemeteries Act 1986

6 Local governments to perform functions of the Board

Where an order is made or is deemed to have been made under section 5 vesting the care, control and management of a cemetery in a local government, the local government shall, subject to this Act and to any necessary modifications, perform and be subject to the duties imposed on Boards under this Act; and references in this Act to a Board or Boards shall be construed accordingly in relation to such a local government as the case may require.

Dog Act 1976

10AA Delegation of local government powers and duties

- (1) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, delegate to its chief executive officer any power or duty of the local government under another provision of this Act.

- 117 CEO may delegate
- (1) Subject to subsection (2), the CEO may delegate any power or duty of the CEO under another provision of this Act to –
- (a) a member of staff;
  - (b) an authorised officer;
  - (c) a local government; or
  - (d) the holder of an office prescribed by the regulations.

Shire of Boddington Local Planning Scheme 2

- 9.7 Delegation of Functions  
Clauses 9.7.1 – 9.7.4 are relevant.

Policy Implications - Nil

Financial Implications - Nil

Economic Implications - Nil

Social Implications - Nil

Environmental Considerations - Nil

Consultation – Various staff members

Options

Council has the option of adding to, amending or deleting any of the delegations shown in the attached draft delegations.

Voting Requirements - Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 8.6.6
---------------------------------------

That Council:

1. Revokes Delegations A-1, A-3 and L-2, as included in Attachment 8.6.6A;
2. Adopts new Delegations H-3 and H-4 to the Principal Environmental Health Officer, as included in Attachment 8.6.6A;
3. Adopts new Delegation RA-1 to the Chief Executive Officer, as included in Attachment 8.6.6A; and
4. Endorses and affirms Delegations A-2, A-4 to A-7, B-1 to B-5, BF-1 to BF-3, F-1 to F-11, H-1 to H-2, L-1 to L-5, P-1, R-1 to R-2 and T-1 to T-5 to the Chief Executive Officer, as included in Attachment 8.6.6A.

## 8.6.7 Lower Hotham Road Overhead Crossing

File Ref. No:	CORM007
Disclosure of Interest:	Nil
Date:	16 August 2020
Author:	Graham Stanley – Acting Chief Executive Officer
Attachment:	8.6.7A Letter from South32 8.6.7B Maps, Plans, Graphs and Data from South32

### Summary

**Council is to consider in principle approval for South32 Worsley Alumina to construct a bridge overpass on Lower Hotham Road as outlined in attachments 8.6.7A & 8.6.7B**

### Background

South32 Worsley Alumina previously sought Council approval for a level crossing on the Lower Hotham Road which Council approved.

Subsequently, they discovered that Main Roads would not give them approval for a level crossing and this has triggered them to design an overhead crossing.

South 32 is now seeking formal approval to proceed which will trigger the drafting of a formal agreement between South32 Worsley Alumina and the Shire which will include the following details:

1. construction
2. design documentation and as constructed drawings
3. ownership of the structure
4. asset management and responsible parties
5. deconstruction and rehabilitation

### Comment

South32 were required to come up with an alternative to a controlled level crossing to provide greater safety and less disruption to traffic. The proposed bridge is vital to the continuation of their operations in the area and their operations provide important employment within our Shire.

Any approval should only be "In Principle" approval subject to the negotiation of the formal agreement to the satisfaction of the Council. Council needs to be sure that the proposed bridge will not impact unreasonably on the users of the road and so some public consultation should take place. The establishment of the bridge may potentially prevent oversized or over width vehicles from passing underneath therefore we need to determine whether this may become an issue and if so how it may be overcome.

### Strategic Implications

Consistent with the 2019-2029 Strategic Community Plan *Pillar 2: "A thriving and diverse economy – Diversify the economy to provide employment opportunities in mining and beyond – 2.8 Maintain strong relationships with major businesses in the Shire and partner to deliver events and resources to promote local businesses and products.*

## Statutory Environment

### *Local Government Act 1995*

- Section 2.7(2) – Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies; and
- Section 3.1 –
- (1) The general function of a local government is to provide for the good government of persons in its district.
  - (2) The scope of the general function of a local government is to be construed in the context of its other functions under this Act or any other written law and any constraints imposed by this Act or any other written law on the performance of its functions.
  - (3) A liberal approach is to be taken to the construction of the scope of the general function of a local government.

Policy Implications - Nil.

Financial Implications – Nil.

Economic Implications

The continued successful operations of South32 will have a positive impact on the local economy.

Social Implications - Unknown

Environmental Considerations – Nil

Consultation

Discussed by Council at the Information Session on 5 May 2020 and 6 August 2020. Referred to the Shire's insurers. Public consultation should take place to determine impacts on the local roads users.

Options

Council can resolve to:

4. adopt the recommendations;
5. adopt the recommendations with further amendments; or
6. not accept the recommendation, giving reasons.

## Voting Requirements

Absolute Majority Recommendation 1, Simple majority all other recommendations

OFFICER'S RECOMMENDATION – ITEM 8.6.7
---------------------------------------

That Council resolves:

1. To grant in principle approval to South32 Worsley Alumina to construct a bridge overpass on Lower Hotham Road subject to a formal agreement being negotiated to the Council's satisfaction covering such things as construction, design documentation and as constructed drawings, ownership of the structure, asset management and responsible parties , deconstruction and rehabilitation, and any other details required to protect the Shire's interests
2. To conduct public consultation to be satisfied that users of Lower Hotham Road will not be impacted unreasonably by the construction of the bridge overpass.



26 March 2020

South32  
108 St Georges Terrace  
Perth WA 6000 Australia  
T +61 8 9324 9000  
F +61 8 9324 9200  
south32.net

Chris Littlemore  
Chief Executive Officer  
Shire of Boddington  
PO Box 4  
Boddington WA 6390

Dear Chris,

**Request for formal acceptance of bridge construction on Lower Hotham Road**

South32 Worsley Alumina Pty Ltd (Worsley) formally requests approval from the Shire of Boddington for the construction of a bridge at the Lower Hotham Road as per the attachment.

Further to the meeting with the Shire of Boddington on 22 March 2018 which agreed that the current approval letter for Lower Hotham Road is satisfactory and no additional approval is required, Worsley wishes to formally advise that there has been a change in scope, primarily from a level controlled crossing to a mine traffic overpass (bridge), and request formal acceptance for this change, and the project in its entirety from the Shire of Boddington.

The bridge is planned to be operational day and night to allow Worsley to extract resources west of Lower Hotham Road (on either side of the conveyor) as per Appendix 1.

Civil and structural design of the project has been completed and reviewed by Main Roads WA with the project due to put out to tender shortly. The bridge footings will be on the Shire's reserve. Also, Worsley seek future approval to relocate the fence and gate into the road reserve where the Overland Bauxite Conveyor (OBC) intersects Lower Hotham Road.

Following approval to proceed from the Shire of Boddington, a formal agreement between Worsley and the Shire of Boddington will be developed to include details regarding -

- i. Construction
- ii. Design Documentation and As-Constructed drawings
- iii. Ownership of the Structure
- iv. Asset Management and Responsible parties
- v. Deconstruction and Rehabilitation

Registered Office Level 35 108 St Georges Terrace Perth WA 6000 Australia  
ABN 64 093 732 597 Registered in Australia

## ATTACHMENT 8.6.7A

During the construction period of approximately nine (9) months, it is planned to install bypass roads to limit interruption to road uses, however road closures may be required from time to time. A separate traffic management plan will be provided for approval via the relevant construction company.

Worsley has considered this matter extensively including consulting with impacted key road users, representatives from the Shire of Boddington and the Mine Community Liaison Committee. Worsley will continue to liaise with key road users where requested and provide updates on approvals, construction and commencement phases.

Please contact Ash Barridge on (08) 9734 9849 if you require further information in consideration of this request.

Yours sincerely,



**Aaron Nash**  
Manager Operations  
Worsley Alumina, Boddington Bauxite Mine



**Appendix**

**Location**

The following maps show the location of the bridge (overpass) at Lower Hotham Road.



Image 1: Proposed overpass location





Image 2: Proposed crossing location and initial active mining area



**Proposed Bridge/Overpass Design**

The proposed bridge/overpass design will be of Corrugated Steel Arch type. A 15% concept report and 85% bridge design reports and drawings were reviewed and commented by the Main Roads WA (MRWA) team. All comments were incorporated in to 100% drawings/reports and will be issued for tender shortly.

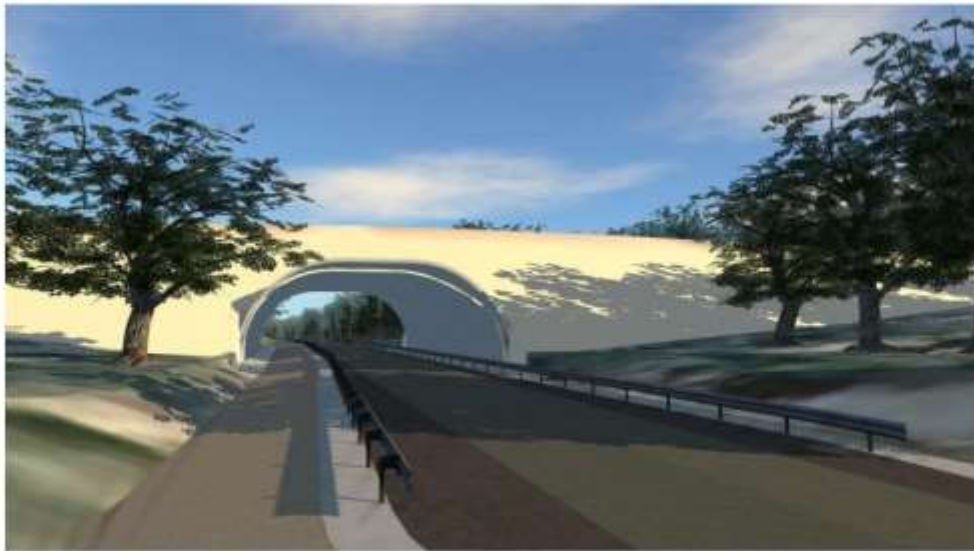
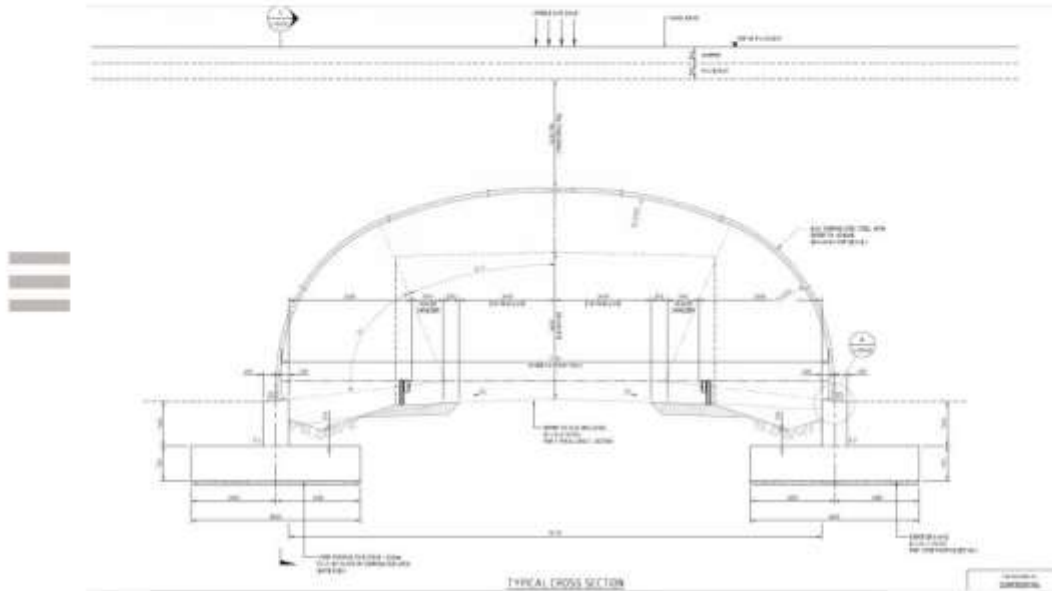


Image 3 & 4: Corrugated Steel Arch Bridge 3D model

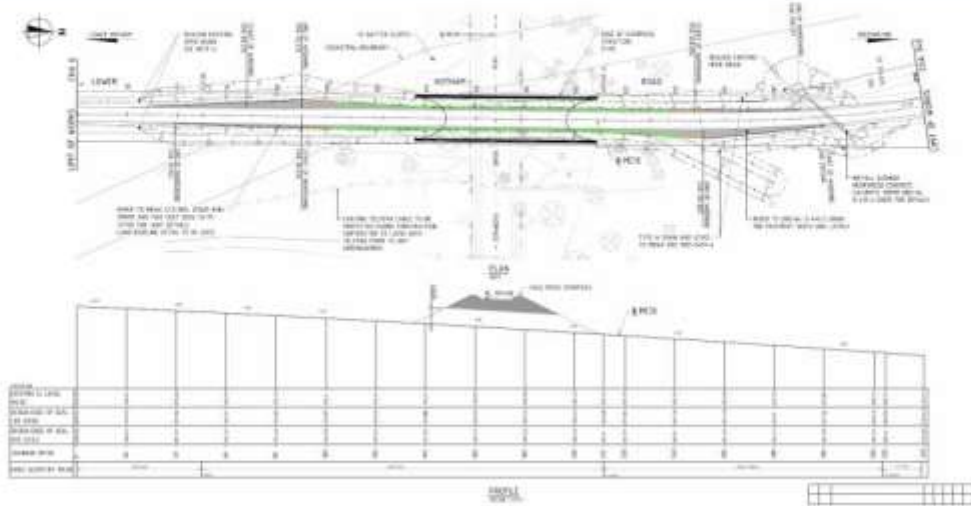
ATTACHMENT 8.6.7B



Bridge Cross Section



100% drawings and design reports were shared with the Shire previously via email.



100% drawings and design reports were shared with the Shire previously via email.

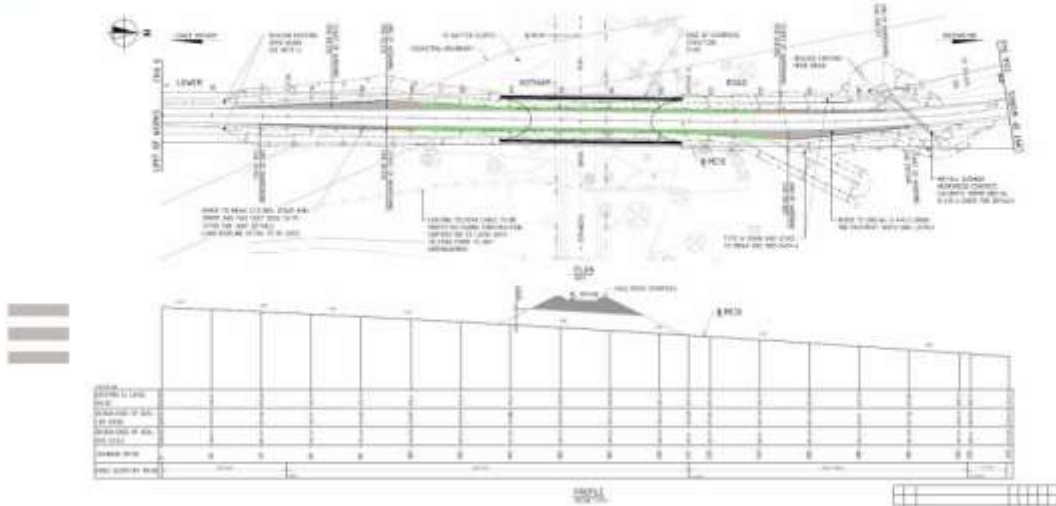
**View of gate/fencing at OBC & Lower Hotham Road intersection**



Arrow shows proposed haul road traffic under the OBC structure. Hence, the gate & fence need to be relocated in to the shire road reserves.



ATTACHMENT 8.6.7A



100% drawings and design reports were shared with the Shire previously via email.

**View of gate/fencing at OBC & Lower Hotham Road intersection**



Arrow shows proposed haul road traffic under the OBC structure. Hence, the gate & fence need to be relocated in to the shire road reserves.



### Traffic Counter Data Analysis

A traffic counter data analysis for Lower Hotham Road was conducted using Shire of Boddington equipment from 3 September 2015 to 22 October 2015 (50 days). Two counters were placed:

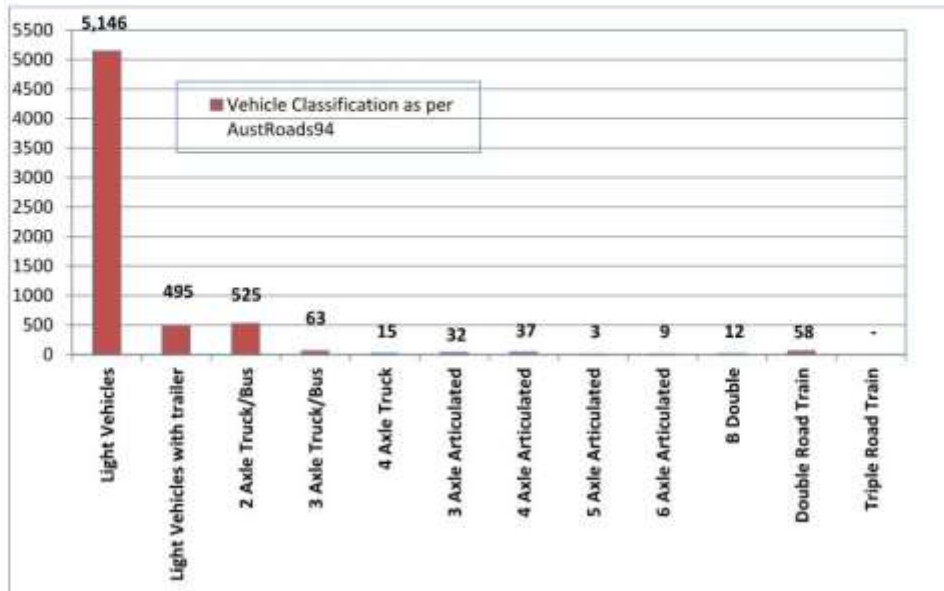
1. At Gravel Pit Entrance on Lower Hotham Road
2. Approximately near the proposed crossing location near Worsley's conveyor

In general the main findings were:

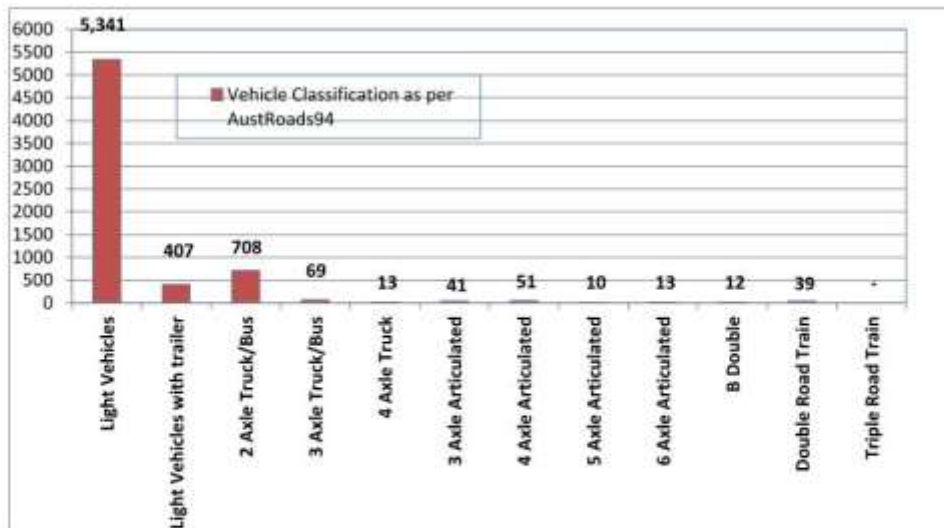


- Peak traffic hours were 0600 to 1800 and accounted for about 86% of vehicle movements on the road
- On an average 115 vehicles per day used the road
- Light vehicles accounted for an average of 88% of vehicle movements per day Light vehicles with trailers and two axle trucks/buses accounted for 10% of light vehicle movements per day
- Double road trains accounted for less than 1% of the traffic per day
- The amount of traffic between Tuesday to Thursday was relatively constant compared to the weekend
- Traffic was consistently heavier over the weekend

ATTACHMENT 8.6.7A



Graph 1: Total number of vehicles (Gravel Pit) per category over the study period as per Aust Roads 94 standard



Graph 2: Total number of vehicles (near Worsley's conveyor) for each class over the study as per Aust Roads 94 standard

## 8.6.8 Confirmation of Appointment of Aged Accommodation Committee Community Members

File Ref. No: CSER028  
Disclosure of Interest: Nil  
Date: 17 August 2020  
Author: Graham Stanley – Acting Chief Executive Officer  
Attachment: Nil

### Summary

That Council formalises its decision to increase the number of community member positions on the Boddington Aged Accommodation Committee from 4 to 5 and confirms that appointment of the members selected at the Councillor Information Session held on Thursday 6<sup>th</sup> July 2020.

### Background

At the July 2020 Ordinary Meeting of Council the following decisions were made by the Council:

#### ***COUNCIL RESOLUTION: 70/20***

*That Council resolves:*

- 1. To establish the Boddington Aged Accommodation Committee made up of the following membership:  
Councillor Chair  
2nd Councillor  
Chief Executive Officer  
Principal Environmental Health Officer  
Community Economic Development Officer  
Director of Nursing - Boddington District Hospital or delegate  
Community Representatives – up to 4*
- 2. Seek Council nominations and elect two Council members to serve on the Boddington Aged Accommodation Committee.*
- 3. To advertise for nominations from members of the Boddington Community to serve on the Boddington Aged Accommodation Committee.*
- 4. Consider the nominations for Community Representatives received prior to the August Meeting of Council and to formalise the appointment of up to 4 Community Members to serve on the Boddington Aged Accommodation Committee.*

#### ***COUNCIL RESOLUTION: 71/20***

*That Council:*

*Endorse the appointment of Cr Erasmus as Chair; Cr Schreiber as Second councillor; proxy is Cr Smalberger*

Subsequently the advertising for nominations took place and 8 high quality nominations were received. The nominations were discussed by the council at the Councillors information session held on the evening of 6<sup>th</sup> August 2020. In the discussions the Council decided to increase the number of community positions on the committee from 4 to 5.



## Comment

The five community members that the Council selected were:

Mr Wayne English  
Mrs Lee Jones-Hogg  
Mrs Dawn Newman  
Mrs Gabriel Roberts  
Mr Stan Sherry

## Strategic Implications

Fully consistent with the 2019-2029 Strategic Community Plan *Pillar 1: "A vibrant and connected community – Attract more people to be part of the Boddington Community - 1.3 Plan for ageing in place with appropriate housing and residential options.*

## Statutory Environment

### ***Local Government Act 1995***

Section 2.7(2) – Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies; and

Section 3.1 – (1) The general function of a local government is to provide for the good government of persons in its district.

(2) The scope of the general function of a local government is to be construed in the context of its other functions under this Act or any other written law and any constraints imposed by this Act or any other written law on the performance of its functions.

(3) A liberal approach is to be taken to the construction of the scope of the general function of a local government.

Section 5.8 – Establishment of Committees - A local government may establish\* committees of 3 or more persons to assist the council and to exercise the powers and discharge the duties of the local government that can be delegated to committees.

\* Absolute majority required.

Section 5.9 – There can be various types of Committees which can be comprised of :

(a) council members only; or

(b) council members and employees; or

(c) council members, employees and other persons; or

(d) council members and other persons; or

- (e) employees and other persons; or
- (f) other persons only.

“Other persons” are people who are neither council members nor employees of the Local Government.

Sections 5.10 to 5.25 cover most of the rules applying to Committees.

Policy Implications - Nil.

Financial Implications – Nil.

Economic Implications - Nil

Social Implications

Involvement of the Community in a Committee that will be overseeing the planning and development of public facilities is desirable and will improve the relationship between Council and the community.

Environmental Considerations – Nil

Consultation

Community positions were advertised.

Options

Council can resolve to:

- 7. adopt the recommendations;
- 8. adopt the recommendations with further amendments; or
- 9. not accept the recommendation, giving reasons.

Voting Requirements

Absolute Majority Recommendation 1, Simple majority all other recommendations

OFFICER'S RECOMMENDATION – ITEM 8.6.8
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That Council resolves:

To formally confirm its decision to increase the number of community member positions on the Boddington Aged Accommodation Committee from 4 to 5 and to confirm its appointment of the following community members to the Boddington Aged Accommodation Committee:

Mr Wayne English  
Mrs Lee Jones-Hogg  
Mrs Dawn Newman  
Mrs Gabriel Roberts  
Mr Stan Sherry

9. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN:

Nil at this time.

10. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:

10.1.1 Local Government House Trust – Deed of Variation

File Ref. No:  
Disclosure of Interest: Nil  
Date: 20 August 2020  
Author: Graham Stanley – Acting Chief Executive Officer  
Attachment: Nil

Summary

Council is to consider to consenting to a proposed Deed of Variation put forward by the WA Local Government Association to amend the Trust Deed for Local Government House

Background

In February 2020 the CEO of the WA Local Government Association wrote to the CEO seeking Council's consent by formal resolution to a variation to the Trust Deed for the Local Government House Trust (The Trust)

The Shire of Boddington is a unit holder and beneficiary to the Local Government House Trust, holding 2 unit/s as advised in WALGA's last Quarterly Report Q4 2019.

The Trust's Board of Management is seeking to vary the Trust Deed in order to assist the Trust's income tax exempt status. As stipulated by the Deed, the Trust requires consent of at least 75 per cent of all beneficiaries in order to execute this variation.

As a beneficiary, the Shire of Boddington is requested to consent to the enclosed Deed of Variation supported by a resolution of Council; and to communicate this consent to us in writing. Please note, we are requesting consent for the Trustee to formally execute the attached Deed of Variation – your Local Government is not required to sign the enclosed document. Further details on the particular Deed Variations and objectives to be achieved by this variation are outlined below.

The Local Government House Trust ("The Trust") exists primarily to provide building accommodation for the Western Australian Local Government Association. Since January 2014, the Trust has provided WALGA with accommodation at 170 Railway Parade West Leederville.

The current trust deed commenced in 1993 and was amended in 2002 to reflect the merger of the metropolitan and country associations into WALGA. The current Trust Deed pronounces WALGA as Trustee and unit holders as Beneficiaries, with the Trustee holding property and associated monies "upon Trust" and in proportion to the units provided.

Commencement date of the current deed is 17 February 1993, with a vesting date 79 years from commencement - which means that the Trust ends in 2072. The Trust is exempt from income tax on the basis of being a State / Territory Body (STB) pursuant to *Division 1AB of the Income Tax Assessment Act 1936*.

### Trust Deed Variation

Trust Deed amendments set out in the Deed of Variation are based on legal advice and are intended to assist the Trust's income tax exempt status by strengthening the position that the Trust is a State / Territory Body (STB). Legal advice identified that the Trustee's ability to retire and appoint a new Trustee might affect the Trust's classification as a State or Territory Body (STB). This view, while based upon highly technical grounds, is a risk nonetheless.

Subsequently the Deed of Variation aims to strengthen the position that the Trust is a STB through the following amendments:

1. removing the existing Trustee's power to retire and appoint a new Trustee (Clause 2.1 and 2.2 (22.3) of the Deed of Variation)
2. enabling the beneficiaries to appoint and remove a Trustee (Clause 2.2 (22.4) of the Deed of Variation), and
3. ensuring that the Board of Management is the 'governing body' of the Trust (Clause 2.3 of the Deed of Variation)

The three proposed amendments when applied to the relevant clauses inserted by the Deed of Variation dated 5 June 2002 will subsequently read as follows (proposed amendments shown in red text):

1. Variation 2.1 amends clause 22.1 to point to additional clause:  
22.1 Any Trustee of the Trust may retire as Trustee of the Trust **Subject to clause 22.3**, the right to appoint any new or additional trustee or trustees of the Trust is hereby vested in the retiring or continuing trustee. A corporation or incorporated association may be appointed as Trustee of the Trust.
2. Variation 2.2 inserts two new clauses:  
**22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.**  
  
**22.4 The Beneficiaries may at any time by Special Resolution:**
  - (a) remove a Trustee from the office as Trustee of the Trust;
  - and
  - (b) appoint such new or additional Trustee.
3. Variation 2.3 insert a new clause 13A  
**13A Delegation to the Board of Management**  
Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.

### Comment

Maintaining the Tax Exempt Status of the trust is in the best interests of all Western Australian Local Governments.

Strategic Implications - Nil

### Statutory Environment

#### ***Local Government Act 1995***

Section 2.7(2) –

Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies; and

Section 3.1 –

(1) The general function of a local government is to provide for the good government of persons in its district.

(2) The scope of the general function of a local government is to be construed in the context of its other functions under this Act or any other written law and any constraints imposed by this Act or any other written law on the performance of its functions.

(3) A liberal approach is to be taken to the construction of the scope of the general function of a local government.

Policy Implications - Nil.

Financial Implications – Nil.

Economic Implications - Nil

Social Implications - Nil

Environmental Considerations – Nil

Consultation - Nil.

### Options

Council can resolve to:

10. adopt the recommendations;
11. adopt the recommendations with further amendments; or
12. not accept the recommendation, giving reasons.

### Voting Requirements

Simple majority

COUNCIL RESOLUTION

That Council supports the Deed of Variation to the Local Government House Trust as outlined in correspondence received from the CEO of the WA Local Government Association and notifies the WA Local Government Association of its support.

11. CONFIDENTIAL ITEM:

Nil at this time.

12. CLOSURE OF MEETING: