



'The Council and Staff of the Shire of Boddington, in partnership with the community, are committed to operating effectively and efficiently to provide quality lifestyle opportunities that encourage population growth and development'

MINUTES

For The
Ordinary Meeting of Council
Held At

16 September 2021

At 5:30pm

Council Chambers
39 Bannister Rd, Boddington

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1. DECLARATION OF OPENING:

Shire President Garry Ventris declared the meeting open at 5:35pm.

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

Cr G Ventris Shire President
Cr E Schreiber Deputy Shire President
Cr C Erasmus

Cr S Manez
Cr E Smalberger
Cr I Webster

Mrs Julie Burton Chief Executive Officer
Mr P Haas Principal Environmental Health Officer/Building Surveyor
Ms T Hodder Executive Officer (minutes)

Visitors: 1

2.1.2 Apologies

Cr J Hoffman

2.1.3 Leave of Absence

3. DISCLOSURE OF FINANCIAL INTEREST:

Nil

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil

4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

Nil.

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

Mrs Gabe Roberts: I would like to offer my congratulations to Cr Webster and Cr Ventris for their successful nominations.

I noticed there are two new roles advertised. Is the Project Officer to deliver new outcomes?

Julie Burton, CEO: the advertised Project Officer role is a temporary replacement for a member of staff who is on extended leave. Previously the structure included two Senior Management positions, of which one has been filled. The role of the Coordinator of Community & Economic Development represents a rebrand of the other senior management role. There is no impact on the total budget allocated for salaries as a result of the changes.

Garry Ventris, Shire President: Council had restructuring in mind when employing the CEO.

Julie Burton, CEO: The Coordinator of Community & Economic Development role will oversee the Library, Youth and current Community Development officer role.

Mrs Gabe Roberts: Thank you for coming on board Julie Burton. Please can you confirm if there are two current councillor vacancies?

Julie Burton, CEO: Two Councillor vacancies exist, in order to replace Cr Manez and Cr Hoffman.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:

Nil

6. CONFIRMATION OF MINUTES:

6.1.1	Ordinary Meeting of Council held on Thursday 19 August 2021
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COUNCIL RESOLUTION: 94/21

Moved: Cr Erasmus

That the minutes of the Ordinary Meeting of Council held on 19 August 2021 be confirmed as a true record of proceedings

Seconded: Cr Webster

Carried: 6/0

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION:

Nil

8. REPORTS OF OFFICERS AND COMMITTEES:

8.1 PLANNING:

Nil

8.2 CORPORATE SERVICES:

8.2.1 Monthly Financial Statements – August 2021

Applicant:	Not Applicable
File Ref. No:	FINM007
Disclosure of Interest:	Nil
Date:	10 September 2021
Author:	D Long – Finance Consultant
Attachments:	Monthly Financial Statements – August 2021

Summary

The Monthly Financial Report for 31 August 2021 is presented for Councils consideration.

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 Comprehensive Income by Function/Program;
- (b) Statement of Comprehensive Income by Nature/Type;
- (c) Statement of Financial Activity;
- (d) Summary of Net Current Asset Position;
- (e) Statement of Explanation of Material Variances;
- (f) Statement of Financial Position;
- (g) Statement of Cash Flows;
- (h) Detailed Operating and Non-Operating Schedules;
- (i) Statement of Cash Back Reserves; and
- (j) Loan Borrowings Statement.

MATERIAL VARIANCE COMMENTARY ON YEAR TO DATE

Regulation 34 of the *Local Government (Financial Management) Regulations 1996* require local governments to prepare annual budget estimates and month by month budget estimates so that comparatives can be made to Year to Date (YTD) Actual amounts of expenditure, revenue and income.

As the 2021-22 budget has not yet been adopted, no comparatives are provided for this month's reporting.

The Statement of Financial Activity as at 31 August shows a closing surplus of \$1,038,220.

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.

COUNCIL DECISION – 8.2.1

COUNCIL RESOLUTION: 95/21

Moved: Cr Webster

That Council receive the monthly financial report for the period ending 31 August 2021.

Seconded: Cr Manez

Carried: 6/0



SHIRE OF BODDINGTON

MONTHLY FINANCIAL REPORT

31 AUGUST 2021

- Statement of Comprehensive Income by Program
- Statement of Comprehensive Income by Nature/Type
- Statement of Financial Activity
- Statement of Net Current Position
- Statement of Material Variances
- Statement of Financial Position
- Statement of Cash Flows
- Detailed Operating and Non-Operating Statements
- Supplementary Information -
 - Reserve Accounts
 - Loan Schedule

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDING 31 AUGUST 2021**

	2021-22 YTD ACTUAL
EXPENDITURE (Excluding Finance Costs)	\$
General Purpose Funding	(237)
Governance	(305,491)
Law, Order, Public Safety	(22,715)
Health	(14,416)
Education and Welfare	(79,567)
Housing	(8,052)
Community Amenities	(43,320)
Recreation and Culture	(110,491)
Transport	(159,739)
Economic Services	(39,292)
Other Property and Services	9,279
	(774,040)
REVENUE	
General Purpose Funding	38,013
Governance	20,393
Law, Order, Public Safety	1,834
Health	6,947
Education and Welfare	141,281
Housing	6,279
Community Amenities	13,866
Recreation and Culture	27,921
Transport	0
Economic Services	54,049
Other Property & Services	2,959
	313,540
	<i>Increase(Decrease)</i>
	(460,499)
FINANCE COSTS	
Governance	0
Education & Welfare	0
Housing	(419)
Recreation & Culture	0
Total Finance Costs	(419)
NON-OPERATING REVENUE	
General Purpose Funding	0
Recreation & Culture	0
Transport	476,514
Economic Services	0
Total Non-Operating Revenue	476,409
PROFIT/(LOSS) ON SALE OF ASSETS	
Transport Profit	0
Transport Loss	0
Total Profit/(Loss)	0
NET RESULT	15,491
Other Comprehensive Income	
Changes on revaluation of non-current assets	0
Total Abnormal Items	0
TOTAL COMPREHENSIVE INCOME	15,491

ATTACHMENT 8.2.1

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE/TYPE
FOR THE PERIOD ENDING 31 AUGUST 2021

	2021-22 YTD ACTUAL
Expenses	
Employee Costs	(466,465)
Materials and Contracts	(231,058)
Utility Charges	(50,463)
Depreciation on Non-Current Assets	0
Interest Expenses	(419)
Insurance Expenses	(10,509)
Other Expenditure	(15,545)
	(774,458)
Revenue	
Rates	0
Operating Grants, Subsidies and Contributions	46,591
Fees and Charges	244,473
Service Charges	0
Interest Earnings	878
Other Revenue	21,598
	313,540
	(460,918)
Non-Operating Grants, Subsidies & Contributions	476,409
Fair Value Adjustments to financial assets at fair value through profit/loss	0
Profit on Asset Disposals	0
Loss on Asset Disposals	0
	476,409
Net Result	15,491
Other Comprehensive Income	
Changes on revaluation of non-current assets	0
Total Other Comprehensive Income	0
TOTAL COMPREHENSIVE INCOME	15,491

ATTACHMENT 8.2.1

SHIRE OF BODDINGTON
FINANCIAL ACTIVITY STATEMENT
31 AUGUST 2021

2020-21 YTD ACTUAL (b)	
OPERATING REVENUE	\$
General Purpose Funding	38,013
Governance	20,393
Law, Order Public Safety	1,834
Health	6,947
Education and Welfare	141,281
Housing	6,279
Community Amenities	13,866
Recreation and Culture	27,921
Transport	0
Economic Services	54,049
Other Property and Services	2,959
	313,540
LESS OPERATING EXPENDITURE	
General Purpose Funding	(237)
Governance	(305,491)
Law, Order, Public Safety	(22,715)
Health	(14,416)
Education and Welfare	(79,567)
Housing	(8,471)
Community Amenities	(43,320)
Recreation and Culture	(110,491)
Transport	(159,739)
Economic Services	(39,292)
Other Property & Services	9,279
	(774,458)
<i>Increase(Decrease)</i>	(460,918)
Non-Cash Amounts Excluded from Operating Activities	
Movement in Bonds and Deposits	0
Manual Adjustment made to Closing Surplus 2018/19	0
Movement in LG House Unit Trust	0
Movement in Deferred Rates	0
Movement in Employee provisions N/C	0
(Profit) on the disposal of assets	0
Loss on the disposal of assets	0
Depreciation Written Back	0
	0
<i>Sub Total</i>	(460,918)
INVESTING ACTIVITIES	
Purchase of Land	0
Purchase Buildings	(545)
Purchase Plant and Equipment	0
Purchase Furniture and Equipment	(1,850)
Infrastructure Assets - Roads	(29,819)
Infrastructure Assets - Bridges	0
Infrastructure Assets - Footpaths	0
Infrastructure Assets - Drainage	(3,240)
Infrastructure Assets - Foreshore	0
Infrastructure Assets - Parks & Ovals	0
Infrastructure Assets - Public Use	0
Infrastructure Assets - Other	(271)
Proceeds from Sale of Assets	0
Non-Operating Grants, Subsidies & Contributions	476,409
	440,684
FINANCING ACTIVITIES	
Repayment of Debt - Loan Principal & Finance Leases	(6,367)
Self Supporting Loan Principal Income	0
Transfer to Reserves	0
	(6,367)
Plus Rounding	
<i>Sub Total</i>	(26,600)
FUNDING FROM	
Transfer from Reserves	0
Loans Raised	0
Estimated Opening Surplus at 1 July	1,064,820
Amount Raised from General Rates	0
	1,064,820
NET SURPLUS/(DEFICIT)	1,038,220

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
SUMMARY OF CURRENT ASSETS AND LIABILITIES
FOR THE PERIOD ENDING 31 AUGUST 2021**

	ACTUAL 31 AUGUST 2021
<u>Current Assets</u>	
Cash at bank and on Hand	2,731,986
Restricted Cash - Bonds & Deposits	91,490
Restricted Cash Reserves	1,665,264
Trade Receivables	528,582
Accrued Income	2,963
Self Supporting Loan	2,925
Land held for Resale	0
Total Current Assets	5,023,211
 <u>Current Liabilities</u>	
Trade Creditors	(\$56,849)
Bonds and Deposits	(\$91,490)
Accrued Wages	(\$28,642)
Accrued Interest on Loans	(\$13,420)
Accrued Expense	(\$61,378)
ATO Liabilities	(\$128,614)
Contract Liability	(\$1,678,834)
Loan Liability	(\$350,711)
Provisions	(\$260,498)
Total Current Liabilities	(\$2,670,436)
 Sub-Total	 2,352,775
Adjustments	
LESS Cash Backed Reserves	(\$1,665,264)
LESS Land held for Resale	\$0
LESS Restricted Cash (Bonds & Deposits)	(\$91,490)
ADD: Bonds and Deposits Liability	\$91,490
ADD: Current Loan Liability	\$350,711
Rounding	(2)
Net Current Position	1,038,220

ATTACHMENT 8.2.1

SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDING 31 AUGUST 2021

	Note	2020-21 ACTUAL \$	2021-22 ACTUAL \$	Variance \$
Current assets				
Unrestricted Cash & Cash Equivalents		3,059,120	4,292,964	1,233,844
Restricted Cash & Cash Equivalents		196,338	195,777	-562
Trade and other receivables		1,781,477	531,545	-1,249,932
Financial Asset - SSL Loans		3,900	2,925	-975
Other Financial Assets		0	0	0
Other assets		0	0	0
Total current assets		5,040,835	5,023,211	-17,624
Non-current assets				
Trade and other receivables		25,501	25,501	0
LG House Unit Trust		36,903	36,903	0
Land		3,703,000	3,703,000	0
Buildings		26,871,743	26,872,288	545
Furniture & Equipment		124,856	113,762	-11,095
Plant & Equipment		3,035,089	3,002,782	-32,307
Infrastructure - Roads		35,288,608	35,344,894	56,286
Infrastructure - Footpaths		1,550,255	1,550,255	0
Infrastructure - Bridges		9,263,349	9,263,349	0
Infrastructure - Kerb & Channel & Drainage		1,530,380	1,526,542	-3,837
Infrastructure - Parks & Ovals		720,936	720,936	0
Infrastructure - Public Use Facilities		1,849,885	1,849,837	-48
Infrastructure - Other		1,853,678	1,853,948	271
Infrastructure - Foreshore		2,827,418	2,827,418	0
Infrastructure - Caravan Park		92,275	92,275	0
Infrastructure - Waste Site		1,334,854	1,334,854	0
Total non-current assets		90,108,730	90,118,545	9,815
Total assets		95,149,565	95,141,755	-7,810
Current liabilities				
Trade and other payables		270,461	288,904	-18,442
Bonds and Deposits		92,052	91,490	562
Contract Liabilities		1,678,834	1,678,834	0
Interest-bearing loans and borrowings		357,077	350,711	6,367
Provisions		260,498	260,498	0
Total current liabilities		2,658,922	2,670,436	-11,514
Non-current liabilities				
Interest-bearing loans and borrowings		2,116,566	2,116,566	0
Other Liabilities		300,000	300,000	0
Provisions		65,220	65,220	0
Total non-current liabilities		2,481,786	2,481,786	0
Total liabilities		5,140,708	5,152,222	-11,514
Net assets		90,008,857	89,989,534	-19,324
Equity				
Retained surplus		36,601,675	36,566,860	-34,815
Net Result			15,491	15,491
Reserve - asset revaluation		51,741,919	51,741,919	0
Reserve - Cash backed		1,665,264	1,665,264	0
Total equity		90,008,857	89,989,534	-19,324

This statement is to be read in conjunction with the accompanying notes

**SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
31 AUGUST 2021**

	Note	2020-21 ACTUAL \$
<i>Cash Flows from operating activities</i>		
Payments		
Employee Costs		(465,278)
Materials & Contracts		(256,337)
Utilities (gas, electricity, water, etc)		(50,463)
Insurance		(10,509)
Interest Expense		(419)
Goods and Services Tax Paid		2,828
Other Expenses		(16,057)
		(796,235)
Receipts		
Rates		56,239
Operating Grants & Subsidies		46,591
Fees and Charges		1,414,733
Interest Earnings		878
Goods and Services Tax		55,161
Other		21,598
		1,595,200
<i>Net Cash flows from Operating Activities</i>	9	798,965
<i>Cash flows from investing activities</i>		
Payments		
Purchase of Land		0
Purchase of Buildings		(545)
Purchase Plant and Equipment		0
Purchase Furniture and Equipment		(1,850)
Purchase Road Infrastructure Assets		(29,819)
Purchase Bridges & Culvert Infrastructure		0
Purchase of Footpath Assets		0
Purchase Drainage Assets		(3,240)
Purchase Foreshore Assets		0
Purchase Parks & Ovals Assets		0
Purchase Public use Infrastructure		0
Purchase Infrastructure Other Assets		(271)
Receipts		
Proceeds from Sale of Assets		0
Non-Operating grants used for Development of Assets		476,409
		440,684
<i>Cash flows from financing activities</i>		
Repayment of Debentures and Finance Leases		(6,367)
Revenue from Self Supporting Loans		0
Proceeds from New Debentures		0
<i>Net cash flows from financing activities</i>		(6,367)
Net increase/(decrease) in cash held		1,233,283
Cash at the Beginning of Reporting Period		3,255,458
Cash at the End of Reporting Period	9	4,488,741

**SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
31 AUGUST 2021**

Notes

	2020-21 ACTUAL \$
RECONCILIATION OF CASH	
Cash at Bank - Unrestricted	4,396,211
Cash at Bank Reserves - Restricted	92,130
Cash on Hand	400
TOTAL CASH	4,488,741
RECONCILIATION OF NET CASH USED IN OPERATING ACTIVITIES TO OPERATING RESULT	
Net Result (As per Comprehensive Income Statement)	15,491
Add back Depreciation	0
(Gain)/Loss on Disposal of Assets	0
Self Supporting Loan Principal Reimbursements	0
Prepaid Grants Adjustment	0
Contributions for the Development of Assets	(476,409)
Changes in Assets and Liabilities	
(Increase)/Decrease in Inventory	0
(Increase)/Decrease in Receivables	1,251,792
Increase/(Decrease) in Accounts Payable	8,091
Increase/(Decrease) in Contract Liabilities	0
Increase/(Decrease) in Prepayments	0
Increase/(Decrease) in Employee Provisions	0
Increase/(Decrease) in Accrued Expenses	0
Rounding	0
NET CASH FROM/(USED) IN OPERATING ACTIVITIES	798,965

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 31 AUGUST 2021**

LEAVE RESERVE

Purpose - To be used to fund annual and long service leave requirements.

	ACTUAL
	2021-22
Opening Balance	0
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	0

PLANT RESERVE

Purpose - To be used to fund the purchase of new or second hand plant and equipment.

	ACTUAL
	2021-22
Opening Balance	220,766
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	220,766

BUILDING RESERVE

Purpose - To be used to for the construction of buildings

	ACTUAL
	2021-22
Opening Balance	96,946
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	96,946

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 31 AUGUST 2021**

LOCAL ORGANISATION ASSISTANCE FUND RESERVE

Purpose - To be used to fund local organisation projects as per council policy

	ACTUAL
	2021-22
Opening Balance	31,559
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	31,559

REFUSE RESERVE

Purpose - to be used to fund the establishment and operation of the refuse disposal facilities

	ACTUAL
	2021-22
Opening Balance	39,397
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	39,397

AGED HOUSING RESERVE

Purpose - To be used to fund future aged housing developments

	ACTUAL
	2021-22
Opening Balance	366,155
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	366,155

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 31 AUGUST 2021**

SWIMMING POOL RESERVE

Purpose - To be used to fund ongoing upgrading and maintaining of the swimming pool

	ACTUAL
	2021-22
Opening Balance	20,967
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	20,967

RIVER CROSSING RESERVE

Purpose - To be used to fund the upgrading and refurbishment of river crossings

	ACTUAL
	2021-22
Opening Balance	47,556
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	47,556

PREPAID CONDITIONAL GRANTS RESERVE

Purpose - To be used as a mechanism to identify prepaid grants where the expenditure will occur in the next financial year

	ACTUAL
	2021-22
Opening Balance	199,193
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	199,193

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 31 AUGUST 2021**

UNSPENT CONDITIONAL GRANTS RESERVE

Purpose - To be used as a mechanism to identify unspent grants where the expenditure will the next financial year.

	ACTUAL 2021-22
Opening Balance	376,011
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	376,011

PUBLIC OPEN SPACE RESERVE

Purpose - To be used to fund the upgrade and rationalisation of Public Open Space and Parkland Shire

	ACTUAL 2021-22
Opening Balance	266,714
Transfer from Accumulated Surplus	
- Interest Earned	0
- Other Transfers	0
Less Transfer to Accumulated Surplus	
-Transfer to Municipal Fund	0
CLOSING BALANCE	266,714

TOTAL RESERVES	1,665,264
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ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
LOAN SCHEDULE
FOR THE PERIOD ENDING 31 AUGUST 2021**

LOAN DESCRIPTION	LOAN No.	PRINCIPAL 01.07.21	LOANS RAISED		INTEREST		PRINCIPAL		CLOSING BALANCE
			Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	
Governance									
Administration Centre	105	429,525	0	0				0	429,525
Health									
Doctors Residence	83	13,982	0	0		419		6,367	7,615
Education & Welfare									
Childcare Centre	100	102,445	0	0				0	102,445
Housing									
3 Pecan Place	94	179,384	0	0				0	179,384
34 Hill Street	97	182,375	0	0				0	182,375
Recreation & Culture									
Recreation Centre	106	660,580	0	0				0	660,580
Recreation Centre	107	906,847	0	0				0	906,847
		2,475,138	0	0	0	419	0	6,367	2,468,771

8.2.2 List of Payments - August 2021

Applicant:	Not Applicable
File Ref No:	FINM012
Disclosure of Interest:	Nil
Author:	Finance Administration Officer
Attachments:	List of Payments end 31 August 2021

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 payments before the meeting to satisfy themselves before the item comes before Council.

Comment

The List of Payments for the month of August 2021 is presented in Attachment 8.2.2A.

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.

- (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

Voting Requirements

Simple Majority

COUNCIL DECISION – 8.2.2

COUNCIL RESOLUTION: 96/21

Moved: Cr Schreiber

That Council receive the list of payments for the period ending 31 August 2021; at Attachment 8.2.2A.

Seconded: Cr Manez

Carried: 6/0

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22903	04-08-2021	BRENDA LEE THORNE	REFUND OF BOND	230.00
EFT22922	10-08-2021	SHIRE OF BODDINGTON	BRB LEVY JULY 2021	20.00
EFT22923	10-08-2021	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	LEVY 2021	226.60
		TOTAL TRUST ACCOUNT		\$476.60
17674	13-08-2021	SHIRE OF BODDINGTON	PETTY CASH REIMBURSEMENT	91.85
17675	17-08-2021	SHIRE OF BODDINGTON	PETTY CASH FLOAT FOR LIBRARY	50.00
EFT22904	05-08-2021	WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY (LANDGATE)	GRV 17/4 - 25/06/2021 - G 2021/4	70.40
EFT22905	05-08-2021	BODDINGTON TYRE SERVICE	5 NEW 255/70/ R16 KUMHO AT51 5 DISPOSAL 24 CHROME WHEEL NUTS	1303.40
EFT22906	05-08-2021	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	35.94
EFT22907	05-08-2021	BODDINGTON HARDWARE AND NEWSAGENCY	MT35F-G4D-V ENGEL FRIDGE	2230.51
EFT22908	05-08-2021	ECOMIST SWAN	BUCKET 50 DESERT CUBES	473.00
EFT22909	05-08-2021	COURIER AUSTRALIA TOLL IPEC	FREIGHT CHARGES	55.80

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22910	05-08-2021	SPYKER TECHNOLOGIES PTY LTD	YEARCARE FOR MILESTONE X PROTECT PROFESSIONAL + (CCTV)	1361.25
EFT22911	05-08-2021	BODDINGTON DIESEL SERVICES PTY LTD	HIRE OF PORTABLE TOILET	1300.00
EFT22912	05-08-2021	CAFE FIFTY 2	CATERING SERVICES	100.00
EFT22913	05-08-2021	CORSIGN WA	NEW ROAD SIGNS	1477.30
EFT22914	05-08-2021	CRACK SEAL WA PTY LTD	CONTRACTOR - CRACK SEALING	4455.00
EFT22915	05-08-2021	AVON WASTE	RUBBISH SERVICE 2021	7375.94
EFT22916	05-08-2021	G B GILLESPIE & SONS PTY LTD	REPAIRS TO ALUMINIUM ACCESS STEPS	1116.50
EFT22917	05-08-2021	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	ANALYTICAL SERVICE FEE 2021/2022	509.30
EFT22918	05-08-2021	WESTRAC EQUIPMENT WA PTY LTD	ELEMENTS AND FILTERS FOR SERVICE ON ROLLER	96.15
EFT22919	05-08-2021	CEMETERIES & CREMATORIA OF WA INC	CCAWA MEMBERSHIP 2021/22	125.00
EFT22920	05-08-2021	BODDINGTON COMMUNITY RESOURCE CENTRE INC	VENUE HIRE FEE	145.00
EFT22921	05-08-2021	THOMPSON BUILDING INDUSTRIES	CONTRACTOR - CARRY OUT EMERGENCY REPAIR ON FOOTING FOR SHADE SAIL POLE.	715.00
EFT22924	13-08-2021	P & D SULLIVAN	PLANT HIRE - LOW LOADER PAGE RD - NEWMARKET ROAD	330.00

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22925	13-08-2021	BODDINGTON MEDICAL CENTRE	PRE-EMPLOYMENT MEDICALS	176.00
EFT22926	13-08-2021	T-QUIP	REPAIRS TO FAULT TORO	606.73
EFT22927	13-08-2021	ARMADALE MOWER WORLD	REPLACEMENT PART FOR POLE SAW	84.40
EFT22928	13-08-2021	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA (WA)	ANNUAL SUBSCRIPTION FEE	531.00
EFT22929	13-08-2021	CROSSMAN HOT WATER & PLUMBING	UNBLOCK SEWER DRAIN AT OLD SCHOOL	165.00
EFT22930	13-08-2021	WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY (LANDGATE)	DLI INVOICES	27.20
EFT22931	13-08-2021	LGIS INSURANCE BROKING	SALARY CONTINUANCE INSURANCE	3840.38
EFT22932	13-08-2021	MANDURAH MITSUBISHI	30,000 VEHICLE SERVICE	660.00
EFT22933	13-08-2021	BODDINGTON HARDWARE AND NEWSAGENCY	PROTECTIVE WEAR	738.35
EFT22934	13-08-2021	SEEK LIMITED	JOB ADVERTISEMENT	324.50
EFT22935	13-08-2021	WAROONA SEPTICS	CLEAN PORTABLE TOILET LAYDOWN AREA	77.00
EFT22936	13-08-2021	PERTH SAFETY PRODUCTS PTY LTD	SIGNAGE	143.00
EFT22937	13-08-2021	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES	18629.19

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22938	13-08-2021	VOLT AIR PTY LTD	RCDs, SMOKE ALARM TESTING	1745.65
EFT22939	13-08-2021	ZIRCODATA PTY LTD	MONTHLY RECORDS STORAGE AND RETREIVAL 26/06/2021 to 25/07/2021	91.22
EFT22940	13-08-2021	BODDINGTON MINI SKIPS	RUBBISH SERVICE	2603.00
EFT22941	13-08-2021	STEVEN TWEEDIE	GOVERNANCE HOURS x 10	1540.00
EFT22942	13-08-2021	BODDAIRE	LED LIGHT REPAIRS	100.00
EFT22943	13-08-2021	BODDINGTON BAKEHOUSE	CATERING SERVICES	240.00
EFT22944	13-08-2021	BODDINGTON SERVICE STATION	BT07 ENGINE REPAIRS	1212.70
EFT22945	13-08-2021	LGRCEU	PAYROLL DEDUCTIONS	20.50
EFT22946	20-08-2021	T-QUIP	REPAIRS TO TORO GROUND MASTER	1337.25
EFT22947	20-08-2021	DOWN TO EARTH TRAINING & ASSESSING	TRAINING COURSE	620.00
EFT22948	20-08-2021	ABCO PRODUCTS PTY LTD	CLEANING SUPPLIES	378.76
EFT22949	20-08-2021	BODDINGTON HARDWARE AND NEWSAGENCY	WEEKLY NEWSPAPERS	9.85
EFT22950	20-08-2021	BODDINGTON IGA ATF - BODPROP UNIT TRUST BODIGA PTY LTD	PURCHASES FOR JULY 2021	723.67

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22951	20-08-2021	WA RANGERS ASSOCIATION INC	WA RANGERS CONFERENCE	550.00
EFT22952	20-08-2021	J M SALES	BATTERY FOR GARDEN PRUNER	55.75
EFT22953	20-08-2021	KOMATSU AUSTRALIA PTY LTD	WIPER BLADES	65.74
EFT22954	20-08-2021	LGISWA	LGISWA INSURANCE	7719.38
EFT22955	20-08-2021	ATF - BODPROP UNIT TRUST BODIGA PTY LTD	PURCHASES FOR THE EARLY LEARNING CENTRE JULY 2021	381.80
EFT22956	20-08-2021	WOK DISWAY	CATERING SERVICES	294.00
EFT22957	20-08-2021	PERTH SAFETY PRODUCTS PTY LTD	SIGNS	286.00
EFT22958	20-08-2021	AIR COND-ON AIR CONDITIONING SERVICE	REPAIRS TO AIR CONDITIONER	1210.77
EFT22959	20-08-2021	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO CAT 140 GRADER	471.32
EFT22960	20-08-2021	KRISTIN STANLEY	GRAPHICS SUMMER BY THE RIVER AND TV ADVERTISING	260.00
EFT22961	20-08-2021	CAFE FIFTY 2	CATERING SERVICES	100.00
EFT22962	20-08-2021	ECO OFFICE SUPPLIES	CLEANING PRODUCTS	897.32
EFT22963	20-08-2021	(BODDINGTON IGA - YOUTH CENTRE) ATF - BODPROP UNIT TRUST BODIGA PTY LTD	PURCHASES FOR THE YOUTH CENTRE	14.10

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22964	20-08-2021	CLASSIC TROPHIES & DARTS	PLAQUES	40.70
EFT22965	20-08-2021	GREG DAY MOTORS	FUEL FOR JULY 2021	7232.17
EFT22966	20-08-2021	A & P REID CONTRACTING	HIRE OF EXCAVATOR & BACKHOE	3245.00
EFT22967	20-08-2021	THE LOCK MAN SECURITY	PADLOCK FOR LOCK BOX	255.30
EFT22968	26-08-2021	WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY (LANDGATE)	GRV INTERIM VALUATION	138.96
EFT22969	26-08-2021	BODDINGTON TYRE SERVICE	WHEEL BALANCE	25.00
EFT22970	26-08-2021	EDGE PLANNING & PROPERTY	TOWN PLANNING SERVICES JULY 2021	4939.82
EFT22971	26-08-2021	SAFETY & RESCUE EQUIPMENT	SAFETY EQUIPMENT INSPECTION FEE	1732.50
EFT22972	26-08-2021	PERTH SAFETY PRODUCTS PTY LTD	STREET SIGNS	121.00
EFT22973	26-08-2021	MARKETFORCE PTY LTD	ADVERTISING IN THE WEST AUSTRALIAN NEWSPAPER	857.95
EFT22974	26-08-2021	G & D LYSTER	DOZER HIRE	9900.00
EFT22975	26-08-2021	BANNISTER EXCAVATIONS PTY LTD	GRADER HIRE	13959.00
EFT22976	26-08-2021	VOLT AIR PTY LTD	RCDS & SMOKE ALARM TESTING	1449.49

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22977	26-08-2021	GUMFIRE MARKETING	PROJECT MANAGEMENT FEES	5329.50
EFT22978	26-08-2021	JASON MARK HOFFMAN	COUNCILLORS ALLOWANCES	4511.25
EFT22979	26-08-2021	TAFE WA SOUTH REGIONAL	TRAINING COURSE	858.00
EFT22980	26-08-2021	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO CAT TRAXCAVATOR	764.65
EFT22981	26-08-2021	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES FOR JULY 2021	360.00
EFT22982	26-08-2021	HARTAC SIGNS AND SAFETY SOLUTIONS	FLEXIBLE FLAT GUIDE POSTS	5197.50
EFT22983	26-08-2021	TOTAL TOOLS MANDURAH	INDUSTRIAL SHELVING	600.00
EFT22984	26-08-2021	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR JULY 2021	143.00
EFT22985	26-08-2021	BODDINGTON CELEBRATIONS	REFRESHMENTS FOR COUNCIL	264.99
EFT22986	26-08-2021	ONE DEGREE ADVISORY PTY LTD	INTERVIEW PANEL FEES	1866.48
EFT22987	26-08-2021	SCAVENGER SUPPLIES PTY LTD	PROTECTIVE WEAR	640.00
EFT22988	26-08-2021	BODDINGTON SERVICE STATION	VEHICLE SERVICE	328.20
EFT22989	26-08-2021	IT VISION	PAYROLL SERVICE FEE	1740.59

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
EFT22990	26-08-2021	THOMPSON BUILDING INDUSTRIES	FOOTPATH - HILL STREET	14389.00
EFT22991	26-08-2021	LGRCEU	PAYROLL DEDUCTIONS	20.50
DD14016.1	06-08-2021	ORIGIN ENERGY RETAIL LIMITED	ANNUAL FEE MEDICAL CENTRE	78.00
DD14024.1	05-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3311.45
DD14025.1	02-08-2021	WESTNET	INTERNET CHARGES - MEDICAL CEN	39.95
DD14025.2	02-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3365.30
DD14025.3	02-08-2021	TELSTRA	MOBILE PHONE CHARGES - SES	125.77
DD14026.1	03-08-2021	PRINTSYNC BUSINESS SOLUTIONS	COPIER CHARGES - FINANCE	569.66
DD14026.2	03-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1453.05
DD14028.1	08-08-2021	AWARE SUPER	SUPERANNUATION CONTRIBUTIONS	6863.83
DD14028.2	08-08-2021	AUSTRALIAN SUPER (WESTSCHEME)	SUPERANNUATION CONTRIBUTIONS	4792.36
DD14028.3	08-08-2021	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	147.38
DD14028.4	08-08-2021	MLC SUPER FUND - PLUM SUPER	PAYROLL DEDUCTIONS	565.40

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
DD14028.5	08-08-2021	MTAA SUPERANNUATION FUND	PAYROLL DEDUCTIONS	634.26
DD14028.6	08-08-2021	CBUS	PAYROLL DEDUCTIONS	730.59
DD14028.7	08-08-2021	REST SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	215.30
DD14028.8	08-08-2021	THE TRUSTEE FOR HEALTH EMPLOYEES SUPERANNUATION TRUST AUSTRALIA (HESTA)	SUPERANNUATION CONTRIBUTIONS	181.30
DD14028.9	08-08-2021	STATEWIDE SUPERANNUATION PTY LTD	PAYROLL DEDUCTIONS	495.85
DD14028.10	08-08-2021	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	186.75
DD14028.11	08-08-2021	ANZ SMART CHOICE SUPER	SUPERANNUATION CONTRIBUTIONS	230.80
DD14028.12	08-08-2021	THE TRUSTEE FOR BREMA FAMILY SUPERANNUATION	PAYROLL DEDUCTIONS	296.24
DD14042.1	11-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	188.40
DD14048.1	12-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	87.65
DD14050.1	04-08-2021	WESTNET	INTERNET CHARGES - POOL	59.95
DD14050.2	04-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	767.05
DD14052.1	06-08-2021	TELSTRA	MOBILE PHONE CHARGES - SHIRE	1794.85

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
DD14052.2	06-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	373.15
DD14054.1	10-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1068.05
DD14054.2	10-08-2021	SYNERGY	ELECTRICITY CHARGES -VARIOUS	2000.54
DD14056.1	09-08-2021	SYNERGY	ELECTRICITY CHARGES - VARIOUS	5047.60
DD14058.1	13-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2548.35
DD14061.1	16-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2263.15
DD14066.1	17-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1851.15
DD14066.2	17-08-2021	TELSTRA	PHONE CHARGES - SES LANDLINES	230.24
DD14068.1	18-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	582.60
DD14068.2	18-08-2021	SYNERGY	ELECTRICITY CHARGES - DCCS RES	140.00
DD14072.1	19-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1261.00
DD14074.1	20-08-2021	WATER CORPORATION	TRADE WASTE WATER - DUMP POINT	235.45
DD14074.2	20-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	864.30

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
DD14076.1	22-08-2021	AWARE SUPER	SUPERANNUATION CONTRIBUTIONS	6896.78
DD14076.2	22-08-2021	AUSTRALIAN SUPER (WESTSCHEME)	SUPERANNUATION CONTRIBUTIONS	4730.95
DD14076.3	22-08-2021	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	168.05
DD14076.4	22-08-2021	MLC SUPER FUND - PLUM SUPER	PAYROLL DEDUCTIONS	565.40
DD14076.5	22-08-2021	MTAA SUPERANNUATION FUND	PAYROLL DEDUCTIONS	634.26
DD14076.6	22-08-2021	CBUS	PAYROLL DEDUCTIONS	730.59
DD14076.7	22-08-2021	THE TRUSTEE FOR HEALTH EMPLOYEES SUPERANNUATION TRUST AUSTRALIA (HESTA)	SUPERANNUATION CONTRIBUTIONS	196.60
DD14076.8	22-08-2021	STATEWIDE SUPERANNUATION PTY LTD	PAYROLL DEDUCTIONS	464.53
DD14076.9	22-08-2021	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	193.94
DD14076.10	22-08-2021	ANZ Smart Choice Super	SUPERANNUATION CONTRIBUTIONS	69.24
DD14076.11	22-08-2021	THE TRUSTEE FOR BREMA FAMILY SUPERANNUATION	PAYROLL DEDUCTIONS	529.76
DD14076.12	22-08-2021	REST SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	282.43
DD14081.1	23-08-2021	BOC GASES - BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	56.03

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
DD14081.2	23-08-2021	WATER CORPORATION	TRADE WASTE WATER - POOL	235.45
DD14081.3	23-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	762.45
DD14081.4	23-08-2021	SYNERGY	ELECTRICITY CHARGES - VARIOUS	3219.55
DD14081.5	23-08-2021	TELSTRA	PHONE CHARGES - EHO RESIDENCE	41.27
DD14083.1	24-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1807.60
DD14083.2	24-08-2021	TELSTRA	PHONE & INTERNET CHARGES -VARIOUS	1739.93
DD14086.1	25-08-2021	EASIFLEET MANAGEMENT	LEASE PAYMENT 1HIZ195 - CEO	2192.15
DD14086.2	25-08-2021	WATER CORPORATION	TRADE WASTE WATER - CARAVAN PARK	235.45
DD14086.3	25-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1723.55
DD14089.1	26-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2160.10
DD14092.1	27-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	717.90
DD14094.1	30-08-2021	KLEENHEAT GAS	CYLINDER SERVICE FEE	1849.10
DD14094.2	30-08-2021	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	71.73

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
DD14094.3	30-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	9698.50
DD14098.1	31-08-2021	NATIONAL AUSTRALIA BANK	NAB BPAY & ACCT FEES	48.64
DD14098.2	31-08-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1396.70
DD14098.3	31-08-2021	TELSTRA	MOBILE PHONE CHARGES - SES	189.78
DD	31-08-2021	NAB BUSINESS VISA	CREDIT CARD PURCHASES	2052.82
		PETER HAAS		
	06-08-2021	LEXINE PTY LTD - IPAD COVER		69.98
	10-08-2021	WWC CHECK		87.00
	16-08-2021	BIGW - OLD POLICE STATION LINEN		269.00
	19-08-2021	MICROCHIPS AUST		111.80
	23-08-2021	SYNERGY - U4/19 FORREST ST - BAIRD		229.86
		JULIE BURTON		
	03-08-2020	EXETEL PTY LTD - NORTH SYDNEY INTERNET PLAN		725.00

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS AUGUST 2021				
Chq/EFT	Date	Name	Description	Amount
	05-08-2020	DROP BOX COUNCILLOR INFORMATION		18.69
	16-08-2021	ADOBE ACROPRO		21.99
	18-08-2021	ISUBSCRIBE P/L		360.94
	20-08-2021	WALGA		140.00
		NAB TRANSACTIONS FEES		
	27-08-2021	NAB CARD FEE		18.00
	27-08-2021	NAB INTERNATIONAL TRANSACTION FEES		0.56
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 08/08/2021	76046.74
		NAB	NET PAYROLL F/N ENDING 22/08/2021	72811.57
		TOTAL MUNI		\$ 393,425.68
		TOTAL TRUST & MUNI		\$ 393,902.28

8.3 ENVIRONMENTAL HEALTH / BUILDING SERVICES

Nil

8.4 WORKS & SERVICES

Nil

8.5 COMMUNITY SERVICES

8.5.1 Lease - Boddington Community Newsletter

Applicant:	Not Applicable
File Ref. No:	CPR0034
Disclosure of Interest:	Nil
Author:	Economic and Community Development Officer, Leanne Bryant
Attachments:	Draft Lease Boddington Community Newsletter

Summary

For Council to consider a lease with the Boddington Community Newsletter located on Portion of Reserve 14666 (0.1012ha) located 7 Johnstone Street, Boddington and being Lot 13 on Deposited Plan 88944, and to seek approval from the Minister for Lands for such lease.

Background

Over the last twelve (12) months a number of facilities have been identified where there is no lease in place. Staff are in the process of negotiating with the community organisations for a lease to be put in place where this is applicable. The Old Roads Board Building was identified in this process.

The Boddington Community Newsletter Inc. has been in the Old Roads Board Building since September 2004, with no lease being formalised since that time.

Comment

The Boddington Community Newsletter Inc., is a not for profit volunteer group with a focus on producing fortnightly community newsletters whereby community and sporting groups, businesses and individuals can share information and promote events and activities.

The newsletter covers the areas of Boddington, Wandering, Quindanning and Williams. An E-newsletter is available for residents on holidays or for residents who have left the area but want to remain in touch with happenings in Boddington and the surrounding area.

The Bodd News is one of the few independent community newsletters that is run totally on a voluntary basis and with the emphasis on community involvement. Community or sporting groups are entitled to one free page each edition provided they collate the newsletter once a year.

The proposed draft lease is for five (5) years from 1 November 2021, with one option of a further five (5) years.

Strategic Implications

The Shire of Boddington Strategic Community Plan 2019-2029 states:

"Pillar 1: A vibrant and connected community.

1.6 Facilities & services that support lifelong wellbeing.

1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).

1.12 Support opportunities for volunteering and community connection.

Statutory Environment

Section 3.54 of the *Local Government Act 1995* gives Council the power to lease a Reserve with the approval of the Minister for Planning therefore approval will need to be sought for a lease to be entered into.

Section 3.58 of the *Local Government Act 1995* covers the disposal of property and the leasing of property is deemed to be a disposal.

S3.58(3) allows a local government to dispose of property without going to public auction or calling tenders if before agreeing to dispose of the property:

- (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
- and
- (a) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

S3.58(4) requires the following details to be included in the public notice:

- (a) the names of all other parties concerned; and
- (b) the consideration to be received by the local government for the disposition; and
- (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition

Policy Implications

Nil

Financial Implications

An annual rental of \$1.00 inclusive of GST applies.

Economic Implications

Nil

Social Implications

This organisation provides an important social service to the community.

Environmental Considerations

Nil

Consultation

Boddington Community Newsletter Inc (members)

Options

Council can resolve to:

1. endorse the lease as presented;
2. make amendments to the draft lease; or
3. determine not to provide a lease to the Group for the facility.

Voting Requirements

Simple Majority

COUNCIL DECISION – 8.5.1

COUNCIL RESOLUTION: 97/21

Moved: Cr Smalberger

That Council:

1. Endorses approval to be sought from the Planning Minister for the lease of the Reserve 1466 (0.1012ha) located 7 Johnstone Street, Boddington and being Lot 13 on Deposited Plan 88944 to the Boddington Community Newsletter Inc. for such lease.
2. Endorses the lease with Boddington Community Newsletter Inc, Reserve 14666 (0.1012ha) located 7 Johnstone Street, Boddington, being comprised of Lot 13 on Deposited Plan 88944 for a period of five (5) years commencing on 1 November 2021 and ending on the thirty first (31) August 2026, with a further option of five (5) years ending on the thirty first (31) August 2031.
3. Endorses using the Shire of Boddington's common seal on the lease with the Boddington Community Newsletter Inc, Reserve 14666, 7 Johnstone Street, Boddington, being comprised of Lot 13 on Deposited Plan 88944.

Seconded: Cr Schreiber

Carried: 6/0

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON COMMUNITY NEWSLETTER INC

("Lessee")

ATTACHMENT 8.5.1

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SCHEDULE 3

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Department of Planning, Lands and Heritage Approval

ATTACHMENT 8.5.1

THIS DEED is made first (1st) day of November 2021

BETWEEN

SHIRE OF BODDINGTON of 39 Bannister Road Boddington, Western Australia ("Lessor")

AND

BODDINGTON COMMUNITY NEWSLETTER INC of 7 Johnstone Street, Boddington Western Australia. ("Lessee")

RECITALS:

- A. The Lessor is the management body in respect of the land.
- B. Under Management Order the Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has agree to lease the Leased Premises to the Lessee on the terms of the Lease.
- D. The Minister indicates its approval of this Lease by endorsing its consent thereon.

THE PARTIES CONVENANT AND AGREE:

1. Definition, Interpretation, Consents and Approvals

1.1 Definitions

Unless stated otherwise:

"Authorised Person" means an agent, employee, licensee, contractor or invitee of the Lessee;

"Authorised Use" means the use specified in item 5 of Schedule 1;

"Commencement Date" means the commencement date specified in item 6 of Schedule 1;

"Event of Default" means the events specified in clause 17 of this Lease;

"Facilities" means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;

"Final Period" means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

"Financial Year" means a year beginning on 1 July and ending on the following 30 June;

"First Period" means the period between the Commencement Date and the last day of the first Lease Year;

"Further Term" means that further term specified in Item 9 of Schedule 1;

"LAA" means the *Land Administration Act 1997*;

"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;

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"Leased Premises" means the premises described in item 4 of Schedule 1;

"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;

"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;

"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, water or other similar commodity, facility or service 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

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"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

1.2 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.

1.3 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.

1.4 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.

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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:

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.

ATTACHMENT 8.5.1

(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.

5. Outgoings and Bulk Supply of Electricity

Outgoings separately assessed

The Lessor is responsible for the cost of power to the statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premise and in connection with Services to or for the benefit of the Leased Premises.

Lessee is responsible for telecommunications and charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services.

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.

ATTACHMENT 8.5.1

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 Not change locks without the written permission of the Lessor.

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.

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) maintain the Lessee's Fixtures in clean and good condition;

(f) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary;

(g) replace any broken glass in the Leased Premises; and

9.2 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;

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- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and

9.3 Lessee's Further Obligations

- (a) The conditions imposed 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.

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;
- (c) keep the Facilities within the Leased Premises unobstructed;
- (d) report promptly to the Lessor in writing:
 - 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;
- (e) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;

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- (f) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) 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 up or excavation is undertaken in accordance with the requirements of that authority;
- (c) 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;
- (d) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (e) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;

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- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) burn any rubbish in the Leased Premises or the land (except garden waste);
- (l) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (m) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (n) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (o) smoke in the Leased Premises; or
- (p) 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.

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

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- (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;
- (d) the Lessee must indemnify and keep indemnified the Minister for Lands from and against all losses, claims, damages, demands, costs and expenses for whatsoever which may at any time be brought, maintained or made.

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.

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.

ATTACHMENT 8.5.1

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:
 - (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.

- (a) within ninety (90) calendar days of receiving the Notice.

ATTACHMENT 8.5.1

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 Reinstate

Nothing in this Lease obliges the Lessor to reinstate the Leased Premises or the means of access to it.

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

ATTACHMENT 8.5.1

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 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 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

ATTACHMENT 8.5.1

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;
- (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

ATTACHMENT 8.5.1

- (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
- (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.

ATTACHMENT 8.5.1

- (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.

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

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 and other security devices for the Leased Premises.

20.1 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.

20.2 Remove Lessee's Fixtures

ATTACHMENT 8.5.1

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.

20.3 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.

20.4 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.

20.5 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;
- (b) 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. Miscellaneous

21.1 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

ATTACHMENT 8.5.1

- (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.

21.2 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.

21.3 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.

21.4 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.

21.5 Variation

This Lease may not be varied except in writing signed by all of the parties.

21.6 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.

21.7 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.

21.8 Proper Law

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

21.9 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.

21.10 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.

ATTACHMENT 8.5.1

21.11 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.

21.12 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 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.

22 Option for Further Term

As per schedule one

ATTACHMENT 8.5.1

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 COMMUNITY NEW'S LETTER Inc of 7 Johnstone Street, Boddington, Western Australia 6390.

3. **Land**

Portion of Reserve 14666 (0.1012ha) located 7 Johnstone Street Boddington and being Lot 13 on Deposited Plan 88944.

4. **Leased Premises**

The Land and all improvements on the Land.

5. **Authorised Use**

Administration Centre - Local

6. **Commencement Date**

1 November 2021

7. **Term**

The Term shall be a term of Five (5) years commencing on the Commencement Date and ending on the 31 October 2026.

8. **Rent**

From the Commencement Date and for the Term the Rent is \$1.00, inclusive of GST payable on the Commencement Date and each anniversary of the Commencement Date.

9. **Further Term**

A further option of five (5) years, ending on the 31 October 2031.

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) Contents

ATTACHMENT 8.5.1

(b) 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 Plant and Equipment against any risk whatsoever;
- (b) maintaining the Land and Leased Premises;
- (c) supplying, providing and Maintaining;
 - (i) services to the Facilities in the Leased Premises;
 - (ii) the Plant and Equipment;
- (d) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;

landscaping and gardening of the Land of the Leased Premises;

give notice to the Lessor in writing, of any infections illness or disease which might transpire in or about the land and shall thoroughly fumigate and disinfect the land at the Lessee's expense to the satisfaction of the Lessor and any appropriate health officer;
- (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 plant, equipment, 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) legal and audit fees in relation to matters referred to in this definition;
- (j) leasing any plant, equipment or other items required for or in connection with the operation of the Leased Premises;
- (k) redecorating and refurbishing the Leased Premises and the regular upkeep of the Leased Premises;
- (l) advertising, marketing and promoting the Leased Premises; and
- (m) providing car parking areas and public amenities on the Leased Premises.

ATTACHMENT 8.5.1

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

Chief Executive Officer
Julie Burton

BODDINGTON COMMUNITY NEWSLETTER INC)
was hereunto signed in accordance)
with its Constitution in the presence of:)

Print Name:
Position:

Print Name:
Position:

ATTACHMENT 8.5.1

SCHEDULE 2
Reserve



ATTACHMENT 8.5.1

SCHEDULE 3

Department of Planning, Lands and Heritage Approval

8.6 CHIEF EXECUTIVE OFFICER:

8.6.1 Adoption of 2021/22 Schedule of Fees and Charges

Applicant:	Not Applicable
File Ref. No:	FINM019
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Proposed Fees and Charges 2021/22

Summary

Council is requested to adopt the draft Schedule of Fees and Charges for 2021/22.

Background

In accordance with Section 6.16(1) of the Local Government Act 1995, Council may impose and recover a fee or charge for any goods or services it provides or proposes to provide, other than a service for which a service charge is imposed.

With the exception of specific statutory fees and certain market based fees, Council is required to authorise fees and charges on an annual basis.

In accordance with the Local Government Act and associated Regulations, there is a requirement to give notice to the public of the intent to change or introduce new fees and charges, where this occurs outside of the budget process. Following the adoption of the proposed fees and charges, the schedule will be readopted as part of the 2021/22 budget process in accordance with legislative requirements.

Comment

The Schedule of Fees and Charges for 2021/22 reflects a general 2.5% across the board increase from those adopted in 2020/21. Other changes include:

- Addition of an Instalment Administration Charge on second and subsequent rates instalment notices of \$5 per notice.
- Reduction of rates penalty interest charge from 8% to 7% in accordance with Clause 14 (2) of the *Local Government (COVID-19 Response) Amendment Order 2021*.
- Removal of the Youth Centre attendance charge (previously \$2 per attendance).
- Rationalisation of Cemetery Fees by comparison with those cemetery fees charged by surrounding local governments and actual costs.
- Review of private works plant hire fees consistent with actual plant operating costs.

A copy of the proposed 2021/2022 Shire of Boddington Fees and Charges is attached.

Strategic Implications

Nil

Statutory Environment

Section 6.16(1) of the Local Government Act 1995 allows a local government to impose (by absolute majority) and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

Section 6.16(2) of the Local Government Act 1995 states that a fee or charge may be imposed for the following:

- a) providing the use of, or allowing admission to, any property or facility wholly or
- b) partly owned, controlled, managed or maintained by the local government;
- c) supplying a service or carrying out work at the request of a person;
- d) providing information from local government records, subject to some limitations;
- e) receiving an application for approval, granting an approval, making an inspection
- f) and issuing a licence, permit, authorisation or certificate;
- g) supplying goods.

Section 6.17(1) of the Local Government 1995 states that in determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors:

- a) the cost to the local government of providing the service or goods;
- b) the importance of the service or goods to the community; and
- c) the price at which the service or goods could be provided by an alternative provider.

Section 6.16(3) of the Local Government Act 1995 requires that fees and charges are to be imposed when adopting the annual budget.

Local Government (COVID-19 Response) Act 2020.

Clause 14 has been amended to specify that for the 2021-22 financial year, the rate of interest that can be charged on overdue rates or service charges is not to exceed seven percent (7%).

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Amendments to fees and charges reflect the costs of providing services to the community. No adverse social implications are anticipated, as the increases are minor.

Environmental Considerations

Nil

Consultation

Nil

Options

Council can resolve to:

1. adopt the Fees and Charges as presented; or
2. amend the Fees and Charges; or
3. delay the adoption of the Fees and Charges.

Voting Requirements

Absolute Majority

COUNCIL DECISION – ITEM 8.6.1

COUNCIL RESOLUTION: 98/21

Moved: Cr Manez

That Council resolve to adopt the 2021/2022 Fees and Charges Schedule as per Attachment 8.6.1A.

Seconded: Cr Erasmus

Carried: 6/0



SCHEDULE OF FEES & CHARGES 2021/2022

FEE & CHARGE DESCRIPTION	Page No.
Photocopying/Rates & Admin	1
Laminating	1
Rates	1
Freedom of Information	1
Retirement Unit Rent	2
Early Learning Centre	2
Youth Centre	2
Water/Search & Council documents	2
Town Hall/Pavilion & Foreshore	3
Boddington Old School	3
Bonds	3
Recreation Centre	3
Sporting Club Hire Charges	4
Swimming Pool	4
Cemetery Fees	5
Caravan & Camping Fees	6
Long Term Accommodation	6
Plant & Equipment	7
Directional Signage	7
Ranger Fees & Charges	8
Dog & Cat Registration Fees	9
Refuse & Tipsite	10
Health	11
Town Planning	12 & 13
Building Including BRB & BCITF	14

ATTACHMENT 8.6.1
Shire of Boddington
Schedule of Fees and Charges
2021/2022

PHOTOCOPYING/FAXES/ELECTORAL ROLLS					
GL	FEE/CHARGE DESCRIPTION	2020/2021		2021/2022	
		Black & White	Colour	Black & White	Colour
Single Sided Photocopy A4		per page	per page	per page	per page
120340100	1-10 Copies	\$0.60	\$3.20	\$0.65	\$3.30
	11-25	\$0.50	\$2.90	\$0.55	\$3.00
	26-100	\$0.50	\$2.80	\$0.55	\$3.00
	Over 100	\$0.30	\$2.65	\$0.35	\$2.75
	Over 500	\$0.20	\$1.20	\$0.25	\$1.30
Double Sided Photocopy A4		per page	per page	per page	per page
120340100	1-10 Copies	\$0.65	\$5.80	\$0.70	\$6.00
	11-25	\$0.60	\$5.30	\$0.65	\$5.50
	26-100	\$0.50	\$5.10	\$0.55	\$5.25
	Over 100	\$0.35	\$5.00	\$0.40	\$5.20
	Single Sided Photocopy A3	\$0.60	\$5.70	\$0.65	\$5.90
	Double Sided Photocopy A3	\$0.75	\$11.45	\$0.80	\$11.75
Laminating		per page	per page	per page	per page
120340100	A4	\$2.10	N/A	\$2.15	N/A
	A3	\$3.10	N/A	\$3.20	N/A
	Faxing				
	Initial page	\$5.70	N/A	\$5.85	N/A
	Each consecutive page(s)	\$2.05	N/A	\$2.10	N/A

RATE ENQUIRY & OTHER FEES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120310150	Rates Inquiry/Orders & Requisitions	\$86.00	\$99.00
	Reply to Requisitions	\$101.00	\$103.50
	Rates Notices Reprint - Per Notice	\$21.25	\$21.30
120310450	Instalment Interest Charge - excludes eligible & deferred pensioner rates	3.00%	3.00%
120310100	Direct Debit Administration fee Per Rate Assessment	\$25.00	\$25.00
	Special arrangement to pay rates and services charges per assessment	\$25.00	\$25.00

FREEDOM OF INFORMATION			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120340110	Application fee under Section 16 (1) of the FOI Act 1992*	\$30.00	\$30.00
	Application fee under Section 16 (1) (g) of the FOI Act 1992 - Pensioners*	\$22.50	\$25.00
	Per hour charge for staff dealing with FOI application*	\$30.00	\$30.00
	Per hour charge for supervised access*	\$30.00	\$30.00
	Per hour charge for staff time photocopying*	\$30.00	\$30.00
	Per page charge for photocopying**	\$0.20	\$0.20
	Charge for duplicating a tape, film or computer information	Actual Cost	Actual Cost
	Delivery, packaging & postage	Actual Cost	Actual Cost
	Advanced deposit which may be required by an agency under Section 18 (1) or	25%	25%
	Further advanced deposit: which may be required by an agency under Section 18 (4) of the Act, expressed as a percentage of the estimated charges which will be payable in excess of the application fee	75%	75%

*Limited to \$30 or less under legislation

**Limited to \$0.20 under legislation

ATTACHMENT 8.6.1
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Schedule of Fees and Charges
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RETIREMENT VILLAGE & INDEPENDENT LIVING UNITS				
GL	TYPE	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120820130	RV	Type 1 Unit - Includes operating cost fees (2 bed 1 garage)	\$210.00	\$210.00
	RV	Type 3 Unit - Includes operating cost fees (3 bed 2 garage)	\$240.00	\$240.00
120820150	IL New	IL Units (non capital contribution on entry)	\$230.00	\$230.00
	IL Old	Leased Units - Weekly operating costs	\$30.00	\$30.00

LIVING LONGER LIVING STRONGER				
GL		FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
2082080		Initial Assessment Tier 1	\$85.00	\$85.00
		Initial Assessment Tier 2	\$60.00	\$60.00
		Casual session fee Tier 1	\$5.00	\$5.00
		Casual session fee Tier 2	\$5.00	\$5.00

EARLY LEARNING CENTRE				
GL		FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120820010		Half Day 6AM to Midday or Midday to 6PM - Permanent Booking	\$62.00	\$64.00
		Half Day 6AM to Midday or Midday to 6PM – Casual Booking	\$68.00	\$70.00
		Full Day – Permanent Booking	\$93.00	\$98.00
		Full Day – Casual Booking	\$102.00	\$105.00
		Before School – Permanent Booking	\$20.50	\$21.00
		Before School – Casual Booking	\$22.50	\$23.00
		After School – Permanent Booking	\$25.50	\$26.00
		After School – Casual Booking	\$28.00	\$28.00
		Short-term Care (2hrs)	\$25.50	\$26.00
		Early Opening Fee (5:30AM to 6:00AM)	\$7.00	\$10.00
		Late Closing Fee (6:00PM to 6:30PM)	\$7.00	\$10.00
		Late Fee (\$1 per minute for first 15 minutes)	ACTUAL	ACTUAL
		Late Fee (\$10 per minute thereafter)	ACTUAL	ACTUAL
		Cancellation Notice Permanents - 2 weeks' notice - Full Fees applicable	-	-
		Cancellation Notice Casual Bookings – 24 Hours' notice - Full Fees applicable	-	-

YOUTH CENTRE				
GL		FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
121170600		Entry fee	\$2.00	\$0.00
121170600		Food and beverage		Seasonal price list

WATER CHARGES/SEARCH FEES/BOOK SALES/COUNCIL MINUTES/SPECIAL SERIES NUMBER PLATES				
GL		FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120510100		Standpipe Water - Commercial use per kilolitre (or part thereof)	\$9.50	\$9.60
		Standpipe Water - Community use per kilolitre (or part thereof)	\$3.70	\$4.80
		Standpipe Water (all) - Minimum fee	\$0.00	\$9.60
		Standpipe Access Cards or Keys : First Registration GST Free (Bond)	\$115.00	\$118.00
		Standpipe Water - Non-potable Commercial use per kL (or part thereof)	\$1.85	\$2.50
		Standpipe Water - Non-potable Community use per kL (or part thereof)	\$0.00	\$1.85
120340100		Search fees: eg. Property File, general etc (Minimum 1 Hour Charge)	\$63.00	\$64.60
121160200		History Books - Becoming Boddington	\$32.85	\$33.70
120340100		Council Minutes (per copy) - Free of charge on website	\$46.30	\$47.50
120340250		Special Series Number Plates*	\$305.00	\$307.70

*DOT Portion \$205.00 + Shire Charge

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TOWN HALL/PAVILLION/FORESHORE/TOWN OVAL/SCHOOL OVAL/BODDINGTON OLD SCHOOL HIRE					
GL	FEE/CHARGE DESCRIPTION	2020/2021		2021/2022	
Local Clubs/ Local Community Groups		Per 8 hours	Per 24 hours	Per 8 hours	Per 24 hours
121110100	No Alcohol	\$36.00	\$56.00	\$36.90	\$57.00
	No Alcohol hourly rate	\$11.60	\$11.60	\$11.90	\$12.00
	Consuming alcohol - BYO	\$126.00	\$210.00	\$129.15	\$215.00
	Consuming/selling alcohol - licenced (no hourly rate offered)	\$147.00	\$242.00	\$150.70	\$248.00
Any other hirer		Per 8 hours	Per 24 hours	Per 8 hours	Per 24 hours
121110100	No Alcohol	\$184.00	\$245.00	\$188.60	\$250.00
	No Alcohol hourly rate	\$26.30	\$26.30	\$27.00	\$27.00
	Consuming/selling alcohol - licenced (no hourly rate offered)	\$202.00	\$274.00	\$207.05	\$280.00
Local Community Groups facilitating activities for the children/youth of Boddington		Per 8 hours	Per 24 hours	Per 8 hours	Per 24 hours
121110100	Emergency Service Groups	\$0.00	\$0.00	\$0.00	\$0.00
	Town Oval - light usage (all users) hourly rate	\$15.80	\$15.80	\$16.20	\$16.00

BODDINGTON OVALS				
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022	
121130300	Oval - Community Group day rate	\$242.00	\$248.00	
	Oval - Community Group per hour	TBD	\$10.00	
	Oval - Non - Community Group day rate	\$605.00	\$620.00	
	Oval - Non - Community Group per hour	TBD	\$25.00	

BONDS				
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022	
173211000	Access, Facility and Key*	\$115.00	\$118.00	
	Cleaning Bond	\$115.00	\$118.00	
	Sporting Clubs (key bond)	\$115.00	\$118.00	
	Key Bond**	\$115.00	\$118.00	
	Gazebo Bond	\$115.00	\$118.00	

* Standpipe access cards and keys returned within 24 hours, where payment has been made by credit card, bond can be returned to the same card.

**Key Bond is applicable to all hirers.

RECREATION CENTRE CHARGES					
GL	FEE/CHARGE DESCRIPTION	2020/2021		2021/2022	
		Private	With Alcohol	Private	With Alcohol
121130350	Function Room				
	(8am-5pm)	\$126.00	\$158.00	\$129.15	\$162.00
	24 hr period	\$263.00	\$295.00	\$269.60	\$302.00
	Per hour	\$31.60	\$36.80	\$32.40	\$37.00
	Kitchen				
	24 hour period	\$79.00	N/A	\$81.00	N/A
	Internal Amenities (Access)	\$79.00	\$79.00	\$81.00	\$81.00
	Kitchen & Function				
	24 hour period	\$316.00	\$347.00	\$323.90	\$355.00
	CMCA Whole of facility (except hardcourts)				
	Per event (weekly)	N/A	\$3,000.00	N/A	\$3,075.00
	Equipment/Cutlery Hire				
	Projector	\$35.00			
	Hire for under 40 settings	\$46.00			
	Hire for 41 or more settings	\$70.00			
	Stadium				
	Single court per hour		\$21.00		\$22.00
	Double court per hour		\$32.00		\$33.00

** Furniture purchased for the Recreation Centre is not to be removed or taken to other venues.

ATTACHMENT 8.6.1
Shire of Boddington

**Schedule of Fees and Charges
 2021/2022**

SPORTING CLUB HIRE CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
121130900	Boddington Badminton Club - includes junior	\$321.00	\$321.00
	Boddington Cricket Club - includes junior	\$492.50	\$492.50
	Boddington Football Club - includes junior	\$4,550.00	\$4,550.00
	Boddington Netball Club - includes junior	\$1,138.50	\$1,138.50
	Boddington Tennis Club - includes junior	\$1,138.50	\$1,138.50
	Boddington Soccer Club - includes junior	\$126.30	\$126.30
	Boddington Junior Basketball	\$126.30	\$126.30
	Introductory Sports Initial Fee	\$91.60	\$91.60

SWIMMING POOL CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
2112020	Season family - immediate dependants only	\$240.00	\$245.00
	Season - Adult	\$109.50	\$112.00
	Season - Child 3-17 yrs & Seniors card holder	\$60.00	\$61.00
	Daily - Adult	\$3.10	\$3.20
	Daily - Child 3 - 17 years	\$2.10	\$2.00
	Daily - Concessions	\$1.60	\$2.00
	Daily - Aged Pensioners/Seniors	\$1.60	\$2.00
	Daily - School entry	\$1.60	\$2.00
	Discounted Pass - Adult (10 entries) 10% discount	\$29.40	\$28.80
	Discounted Pass - Child (10 entries) 10% discount	\$19.50	\$18.00
	Lane Hire (commercial operators)	\$19.00	\$19.50
	After Hours Fee	\$68.40	\$70.00
	Swimming Carnival	No Charge	No Charge

*** Children under 12 are not permitted to the Swimming pool unless under adult supervision (18 years and over)**

ATTACHMENT 8.6.1
Shire of Boddington
Schedule of Fees and Charges
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CEMETERY FEES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
2105020	Burial	\$663.00	\$1,925.00
	Extra depth (per 300mm)	\$168.00	\$170.00
Grave Re-opening			
	Ordinary Grave - No Masonry	\$696.00	\$1,923.00
Land for Graves			
2105020	Grant of right of burial GST FREE	\$126.00	\$180.00
	Exhumation Fee	\$1,390.00	\$2,400.00
	Re-internment After Exhumation	\$696.00	\$1,200.00
Monumental Work			
2105020	Permission to Erect Headstone	\$177.00	\$177.00
	Permit	\$25.00	\$25.00
Funeral Director's licence			
2105020	Annual Fee	\$505.00	\$505.00
	Single Funeral Permit	\$85.00	\$85.00
	Re-issue of Grant of Burial/Registration of Assigned Grant GST FREE	\$85.00	\$180.00
Penalty Fees - Additional Charge			
2105020	Internment of Oblong or Oversized Casket	\$241.00	\$250.00
	Internment on weekend, public holiday or after hours	\$33.00	\$200.00
Disposal of Ashes			
2105020	Spreading of Ashes	\$76.00	\$0.00
	Second Internment- Second Plaque on Plate	At cost + 10%	At cost + 10%
	Placement of Ashes in Existing Family Grave 300 mm depth	\$174.00	\$250.00
Reservations			
210520	Niche Wall - single	\$76.00	\$180.00
Miscellaneous Charges			
2105020	Copy of Grant of Burial	\$34.00	\$35.00
	Plaques	At cost	At Cost + 10%
	Plaque Installation Costs (staff labour)	\$86.00	\$150.00
	Chair Hire - per chair (incl GST)	-	\$1.65

ATTACHMENT 8.6.1
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2021/2022

CARAVAN & CAMPING SITES					
G/L	FEE/CHARGE DESCRIPTION	2020/2021		2021/2022	
		2 Adults & 2 Children	Additional persons	2 Adults & 2 Children	Additional per/person
2132060	En-suite site - weekly	\$230.00	N/A	\$230.00	N/A
	En-suite site - single night	\$57.00	\$10.00	\$57.00	\$10.50
	Other sites - weekly	\$190.00	\$30.00	\$190.00	\$31.00
	Other sites - single night	\$35.00	\$10.00	\$35.00	\$10.50
	Camping - powered	\$20.00	\$8.00	\$25.00	\$8.50
	Camping - Non - powered	\$20.00	\$8.00	\$20.00	\$8.50
	Caravan Clubs (self-contained camping)	\$10.40	\$5 power (if required)	\$10.40	\$6 power (if required)
	Caravan Clubs discount on all fees	10%	N/A	10%	N/A
TAWKers children stay for free up to 3 nights on presentation of membership					

OVERNIGHT ACCOMODATION (OLD POLICE STATION)- Maximum 6 guests		2020/2021		2021/2022	
2132065	Per night (up to 4 persons)	\$150.00	N/A	\$150.00	\$25.00
	Per night - Rodeo Fri/Sat (up to 4 persons)	\$300.00	N/A	\$300.00	\$25.00

Overflow Camping (max 2 adults 4 children per site)		2020/2021		2021/2022	
2132060	Overflow camping (non rodeo) per site	\$16.00		\$16.00	
	Overflow camping (non rodeo) per person	-		\$10.00	
	Rodeo Weekend Fri/Sat only - per Adult	\$26.00		\$26.00	
	Rodeo Weekend Fri/Sat only - per Child	\$10.40		\$10.40	

LONG TERM ACCOMMODATION - 28 CONTINUOUS NIGHTS OR MORE (GST INCLUDED IN RATE)					
G/L	FEE/CHARGE DESCRIPTION	2020/2021		2021/2022	
		2 Adults & 2 Children	Additional persons	2 Adults & 2 Children	Additional per/person
2132010	En-suite site - weekly	\$180.00	\$30.00	\$185.00	\$31.00
	Other sites - weekly	\$160.00	\$30.00	\$164.00	\$31.00
	Tenancy documentation preparation fee (3 months or over)	N/A	\$60.30	N/A	\$61.80

ATTACHMENT 8.6.1
Shire of Boddington
Schedule of Fees and Charges
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PLANT & EQUIPMENT/PRIVATE WORKS (HOURLY)			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
121460050	Grader per hour	\$195.00	\$200.00
	Truck (tandem) (10m3) per hour	\$183.00	\$188.00
	Loader per hour	\$183.00	\$188.00
	Tractor per hour	\$166.00	\$170.00
	Multi Tyred Roller per hour + MOB	\$173.00	\$177.00
	Massey Loader/Tractor per hour	\$166.00	\$170.00
	Road Broom & Utility	\$183.00	\$188.00
	Footpath sweeper	\$166.00	\$170.00
	Tractor & slasher	-	\$200.00
	Utility per hour	\$86.00	\$88.00
	Supervisor (including vehicle) per hour	\$183.00	\$188.00
	Supervisor (excluding vehicle) per hour	\$97.00	\$99.00
	Labour Hire per hour	\$86.00	\$88.00
Overtime Labour Charge			
	Time and a half per hour	\$135.00	\$138.00
	Double time per hour	\$173.00	\$177.00

DIRECTIONAL SIGNAGE			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
121460050	Directional Signage Request	\$100.00	\$102.00
	Directional Signage Ordering, Manufacturing & Erection	\$420.00	\$430.00
	Directional signage Return	\$100.00	\$102.00



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RANGER FEES & CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
Animals			
120520200	Animal destruction fee - (during office hours)	\$88.50	\$90.70
120520100	Ranger call out fee - applicable in cases of livestock wander on road, animal destruction and illegal burning - per hour fee (<i>min 3 hours</i>)	\$151.60	\$155.40
	Transportation of animals impounded per vehicle load or part thereof	At cost + 10% Administration Fee	At cost + 10% Administration Fee
	Wandering livestock - Local law charge	\$240.00	\$246.00
	Additional labour fee for dealing with stock	\$86.30	\$88.50
Impound fees			
120520100	Mon - Fri (excluding public holidays) 8am - 5pm	\$68.40	\$70.10
	All other times	\$184.00	\$188.60
Impound Sustenance Fees -daily			
120520100	Dogs & Cats	\$22.00	\$22.60
	Horses, mules, bulls, geldings etc (per head)	\$21.00	\$21.55
	Pigs, rams, lambs, goats etc. (per head)	\$14.00	\$14.50
Animal Trap - Bond & Hiring fee			
120520400	Bond - cat trap small, dog/fox trap large (per trap)	\$115.00	\$118.00
	Hire first week	\$14.00	\$14.40
	Hire weekly after first week	\$39.00	\$39.00
Parking Local Laws			
120530400	Parking in no parking area	\$58.00	\$60.00
	Parking contrary top signs or limitations	\$58.00	\$60.00
	Parking contrary to directions of an Authorised person	\$58.00	\$60.00
	Parking during prohibited period	\$58.00	\$60.00
	Parking against the flow of traffic	\$58.00	\$60.00
	Parking closer than 1 metre from another vehicle	\$58.00	\$60.00
	Causing obstruction	\$58.00	\$60.00
	Double Parking	\$58.00	\$60.00
	Denying access to private drive or right of way	\$58.00	\$60.00
	Parking on footpath	\$58.00	\$60.00
	Parking within 10 metres of intersection	\$58.00	\$60.00
	Parking in thoroughfare for purpose of sale	\$58.00	\$60.00
	Parking a trailer or Caravan on a thoroughfare	\$58.00	\$60.00
	Parking in thoroughfare for purpose of repairs	\$58.00	\$60.00
	Parking an unlicensed vehicle on a thoroughfare	\$58.00	\$60.00
	Driving or parking on a Reserve	\$58.00	\$60.00
	Stopping contrary to a "No Stopping" sign	\$58.00	\$60.00
	Failure to park wholly within parking bay	\$58.00	\$60.00
	Removing, defacing or altering the mark of, an Authorised Person	\$58.00	\$60.00
Vehicles/Abandoned Vehicles Recovery			
120530300	During office hours plus tow vehicle recovery of cost charges, plus refuse charges applicable	\$87.00	\$89.20
	After hours plus tow vehicle recovery of cost charges, plus refuse charges applicable	\$153.50	\$157.40

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Schedule of Fees and Charges
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DOG REGISTRATION FEES & CHARGES								
GL	FEE/CHARGE DESCRIPTION	2020/2021			2021/2022			
Dog Registration - all expire on 31st October each year		1 Year	3 Years	Lifetime	1 Year	3 Years	Lifetime	
120520300	Unsterilised	\$50.00	\$120.00	\$250.00	\$50.00	\$120.00	\$250.00	
	Sterilised	\$20.00	\$42.50	\$100.00	\$20.00	\$42.50	\$100.00	
	Working dogs (25% of above rates)							
	Unsterilised	\$12.50	\$30.00	\$62.50	\$12.50	\$30.00	\$62.50	
	Sterilised	\$5.00	\$10.60	\$25.00	\$5.00	\$10.60	\$25.00	
	Pensioner concession (50%)							
	Unsterilised	\$25.00	\$60.00	\$125.00	\$25.00	\$60.00	\$125.00	
	Sterilised	\$10.00	\$21.25	\$50.00	\$10.00	\$21.25	\$50.00	
	Pensioner - Working Dogs (50% of Working dogs)							
	Unsterilised	\$6.25	\$15.00	\$31.25	\$6.25	\$15.00	\$31.25	
	Sterilised	\$2.50	\$5.30	\$12.50	\$2.50	\$5.30	\$12.50	
	Registration of dog kept in approved kennel		\$200.00	N/A	N/A	\$200.00	N/A	N/A

*All Dog registration fees are legislated in the Dog Act

CAT REGISTRATION FEES & CHARGES							
GL	FEE/CHARGE DESCRIPTION	2020/2021			2021/2022		
Cat Registration - all expire on 31st October each year		1 Year	3 Years	Lifetime	1 Year	3 Years	Lifetime
120520350	Sterilised	\$20.00	\$42.50	\$100.00	\$20.00	\$42.50	\$100.00
Pensioner concession (50%)		1 Year	3 Years	Lifetime	1 Year	3 Years	Lifetime
120520350	Sterilised	\$10.00	\$21.25	\$50.00	\$10.00	\$21.25	\$50.00

*All Cat registration fees are legislated in the Cat Act

** Any and all veterinary fees and charges will be passed on to the owner of the animal plus any staff time to transport and retrieve the animal

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REFUSE CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
Kerbside Refuse & Recycling Charges (No GST)			
121010100	Domestic Kerbside Refuse & Recycling Collection	\$321.00	\$329.00
121020400	Commercial Kerbside Refuse & Recycling Collection	\$321.00	\$329.00
121010600	Commercial/Domestic Additional Kerbside Refuse Bin & additional recycling bin service cost (Bins included in price)	\$321.00	\$329.00
121010100	Domestic Refuse WITHOUT kerbside recycling collection	\$252.00	\$260.00
121020400	Commercial Refuse WITHOUT kerbside recycling collection	\$252.00	\$260.00
121010100	Kerbside Recycling Bin service only Domestic	\$79.00	\$85.00
121020400	Kerbside Recycling Bin service only Commercial	\$79.00	\$85.00
121010600	Additional Kerbside Recycling Bin service only Domestic or Commercial	\$79.00	\$85.00
Eligible Pensioners/Seniors			
121010100	Kerbside Refuse & Recycling Collection on rate notice	\$179.00	\$185.00
121010600	Additional Kerbside Refuse Bin & additional recycling bin service cost (Bins included in price)	\$321.00	\$330.00
121010100	Domestic Refuse WITHOUT kerbside recycling collection	\$126.00	\$130.00
121010100	Additional Refuse Bin service only (Bin included in price)	\$252.00	\$260.00
121010100	Kerbside Recycling Bin service only Domestic	\$79.00	\$85.00
121010100	Additional Kerbside Recycling Bin service only Domestic	\$79.00	\$85.00

***Lost/Stolen/Damaged bins will be charged to the ratepayer at cost**

TIP REFUSE CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
121010300	Each ticket = disposal of 1m3 of any type of waste	\$25.00	\$26.00
121010300	Each wheely bin ticket = 0.230m3 of any waste	\$6.30	\$7.00
-	Clean Green Waste - Domestic	FREE	FREE
121010300	Clean Green Waste - Commercial per 1m3	\$5.80	\$6.00
-	Clean Green Waste - Commercial mulched	FREE	FREE
121010300	If green waste is unable to be mulched per 1m3	\$25.00	\$26.00
121010300	Asbestos burial per m3	\$168.00	\$172.00
121020500	Septage per litre (cents)	\$0.07	\$0.10
121010300	Vehicle bodies - car 3 tickets	\$76.00	\$78.00
121010300	Vehicle bodies - truck 6 tickets	\$152.00	\$156.00
121020500	Out of hours supervision refuse site access by prior appointment - per hour or part thereof - minimum 1 hour	\$86.00	\$88.00
121010300	Non-Commercial Mattress Disposal	-	FREE
	Commercial Mattress Disposal	-	Not Accepted

***Any refuse without a ticket will incur a \$10 surcharge if not settled within a week**

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2021/2022

HEALTH CHARGES			
GL	FEE/CHARGE DESCRIPTION	2020/2021	2021/2022
120751000	Stallholders Permit per annum	\$505.00	\$518.00
	Stallholders/Traders permit per day (or part thereof)	\$51.00	\$52.00
	Stallholders permit per day (or part thereof) community /non profit	-	\$0.00
	Traders Permit	\$1,010.00	\$1,035.00
	Offensive Trade Licence other eg Piggery per annum	\$263.00	\$279.00
121030100	Septic Tank Applications - Local Govt Report	\$132.00	\$135.00
121340100	Construction of Annex or shed at Caravan Park	\$111.00	\$114.00
121218200	Rural numbering (at time of Building Licence submitted)	\$91.00	\$93.00
121340100	Lodging House Licence 6-15 persons per annum	\$66.00	\$68.00
	Lodging House Licence 16-25 persons per annum	\$132.00	\$135.00
	Lodging House Licence 26+ persons per annum	\$192.00	\$197.00
120751000	Water Testing	\$91.00	\$93.00
	Water Testing travel per klm	\$0.9108	\$0.9336
121340150	Swimming Pool inspections (2nd Inspection if required)	\$91.00	\$93.00
172212100	Kerb/Footpath Bond	\$2,330.00	\$2,388.00
	Monthly Building Licences Report (email) per annum	\$290.00	\$297.00
Application to construct or install an apparatus for the treatment of sewage (Septic Tank Application)			
121030100	Application fee - Statutory Fee*	\$118.00	\$118.00
	Inspection fee - Statutory Fee*	\$118.00	\$118.00

* Indicates Statutory Fee and can only be increased by legislation

ATTACHMENT 8.6.1
Shire of Boddinton
Schedule of Fees and Charges
2021/2022

TOWN PLANNING FEES & CHARGES		
GL	FEE/CHARGE DESCRIPTION	2021/2022
Development Application Fees		
121040100	No more than \$50,000	\$147.00
	More than \$50,000 but less than \$500,000	0.32% of estimate
	More than \$500,000 but less than \$2.5m	\$1,700 + 0.257% every \$1 over \$0.5m
	More than \$2.5m but less than \$5m	\$7,161 + 0.206% every \$1 over \$2.5m
	More than \$5m but less than \$21.5m	\$12,633 + 0.123% every \$1 over \$5m
	More than \$21.5m	\$34,196.00
Miscellaneous Development Applications		
121040100	Single dwelling (with approved building envelope or complying with setbacks)	\$147.00
	Ancillary Accommodation/Granny Flat/Caretakers Dwelling	\$147.00
	Farm-stay/Bed & Breakfast/Holiday Cottage (in existing residence)	\$308.00
	Application for home occupation	\$222.00
	Industry Cottage	\$222.00
	Sign Application Fee	\$147.00
	Relocation of a Building envelope	\$308.00
	Setback reduction (in addition to other fees)	\$147.00
	Application for change of use or for change of a non-conforming use where no new development is occurring	\$295.00
	Alfresco Dining	\$147.00
	Extending conditional Development Approval/Renewal Fee	\$73.00
	Extractive Industry	\$758.00
	Timber Plantation - value of development based on estimated minimum costs of development of \$1,200 per planted hectare	\$600.00
	Rural Use/Industry a) 'P' use in LPS No. 2	\$147.00
	Rural Use/Industry b) 'AA' or "SA" use in LPS No. 2	\$470.00
	Strata Title Fees a) For a certificate under Section 5B(2)	\$121.00
Strata Title Fees b) For a certificate under Section 8A(f) or 9(3)	\$121.00	
Development Assessment Panel (DAP)		
121040100	Not less than \$2m and less than \$7m	\$5,701.00
	Not less than \$7m and less than \$10m	\$8,801.00
	Not less than \$10m and less than \$12.5m	\$9,576.00
	Not less than \$12.5m and less than \$15m	\$9,849.00
	Not less than \$15m and less than \$17.5m	\$10,122.00
	Not less than \$17.5m and less than \$20m	\$10,397.00
	\$20m or more	\$10,670.00
	An application under regulation 17 (Form 2: Amendment)	\$245.00

***NB: Town Planning fees are set by legislation and the fee applicable at the time will be charged**

ATTACHMENT 8.6.1
Shire of Boddinton
Schedule of Fees and Charges
2021/2022

TOWN PLANNING FEES & CHARGES		
GL	FEE/CHARGE DESCRIPTION	2021/2022
Scheme Amendments/Structure Plan		
121040100	Basic Amendment	\$600.00
	Standard Amendment	\$2,750.00
	Complex Amendment	\$5,000.00
	Basic Structure Plan	\$1,000.00
	Standard Structure Plan	\$2,750.00
	Complex Structure Plan	\$5,000.00
	Revised Basic Structure Plan	\$600.00
	Revised Standard Structure Plan	\$2,750.00
	Revised Complex Structure Plan	\$5,000.00
	Local Development Plans	\$2,750.00
	Revised Local Development Plans	\$600.00
Subdivisions		
121040100	Clearance Certificates	
	Up to 5 lots (per lot)	\$73.00
	6 - 195 lots (per lot) first 5	\$73.00
	6 - 195 lots (per lot) thereafter	\$35.00
	More than 195 lots (total)	\$7,393.00
	Engineering Supervision Fees % contract price	1.50%
	Maintenance Bond (held for 12 months) % contract price	4.00%
Other Planning Fees		
121040100	Issue of Zoning certificate	\$73.00
	Section 40 Certificate	\$82.00
	Issue of property settlement questionnaire	\$73.00
	Issue of written planning advice	\$73.00
	Certificate of Title Search	\$85.00
	Permanent Road Reserve closure + Advertising Costs	\$1,000.00
	Cash in lieu of car parking per car park bay	\$4,372.00
	Cash in lieu of car parking per car park bay - land construction and drainage costs	Allowance
Planning Documents (all on website)		
121040100	Local Planning Scheme Text & Maps	\$100.00
	Local Planning Strategy	\$100.00
	Boddington- Ranford Townsite Strategy	\$100.00
	Municipal Heritage Inventory	\$100.00
	Flood Strategy	\$100.00

***NB: Town Planning fees are set by legislation and the fee applicable at the time will be charged**

ATTACHMENT 8.6.1
Schedule of Fees and Charges
2021/2022

BUILDING CONTROL								
GL	FEE/CHARGE DESCRIPTION		BUILDING PERMIT		BCITF		BSL (BRB)	
	Class	Class Description	Certified Permit	Uncertified Permit	Value of works <=\$20k	Value of works >\$20k	Value of works <=\$45k	Value of works >\$45k
121340100	1a	Single dwelling (detached house)	0.19% of value with a min. fee of \$110.00	0.32% of value with a min. fee of \$110.00	\$0			
	1b	Boarding/Guest house (less than 300m2 which houses no more than 12 people)						
	2	2 or more separate dwellings						
	3	Residential dwelling (other than class 1 or 2) for long term/transient living (retirement village/motel)						
	4	A dwelling in a building that is not Class 5,6,7, 8 or 9	0.09% of value with a min. fee of \$110.00	N/A	\$0	0.2% of value	\$61.65	0.137% of value
	5	An office building for commercial or professional purposes (excluding buildings of Class 7,7,8, or 9)						
	6	Retail shop for the sale of goods or supply of services (hairdresser/restaurant)						
	7	Car park or storage						
	8	Laboratory or production building						
	9	A building of a public nature (health centre)						
10	Non habitable building (garage/shed/swimming pool)							
BUILDING PERMIT					BCITF		BSL (BRB)	
121340100	All	Occupancy Permit or Building Approval Certificate for approved building work under Sections 47, 49 52 or 65 of the Building Act		\$110.00			\$61.65	\$61.65
	All	Occupancy Permit or Building Approval Certificate for approved building work under Section 51 of the Building Act		\$110.00	0.18% of the estimated value of the unauthorised work but not less than \$92 for a Occupancy Permit. 0.38% of the estimated value of the unauthorised work for a Building Approval Certificate	0.2% of value	\$123.30	0.274% of the value of work
	1 or 10	Demolition Class 1 or 10 building		\$110.00			\$61.65	
	2 - 9	Demolition Class 2 - 9 building (each storey)		\$110.00			\$61.65	
	All	Application for Occupancy Permit for a completed building (S46)		\$110.00				
	All	Application for modification of an occupancy permit for additional use of a building on a temporary basis (S48)		\$110.00				

***NB: Building fees are set by legislation and the fee applicable at the time will be charged**

8.6.2 Boddington Community Resource Centre – Event Funding

Applicant:	Not Applicable
File Ref. No:	CSER 025
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	BCRC MOU Event Costings

Summary

Council is requested to consider a funding a number of events to be delivered by the Boddington Community Resource Centre under the existing Memorandum of Understanding.

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. Further discussions were held with the BCRC in 2020 to develop a Memorandum of Understanding for a period of 2 years, and increase the funding to \$2,500 per month in return for the BCRC agreeing to organise a number of community events.

In August 2020, Council resolved:

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

An item was presented to Council in July 2021 to consider the events to be funded in the second year of the MOU. Council decided to lay the item on the table to allow further discussions to take place.

Comment

Since July 2021, further discussions have been held with the BCRC Committee, with the following outcome:

1. It is proposed to adjust the timing of the event planning each year, and consider the events that are to be funded early in the calendar year (Jan / Feb) rather than early in the financial year (July / August). This will allow sufficient time for planning and grant applications to occur, as the major events are scheduled in the latter half of the year.
2. The highest priority event in the short term was considered to be the Friday Night Festival.
3. The Stargazing event was also considered to be a priority as the booking for the Perth Observatory had already been made for November 2021.

Entertainment costs for the Friday Night Festival event, are approximately \$7,147, with further costs noted for volunteers, staff wages and other items (refer Attachment 8.6.2A). The direct costs for stargazing primarily relate to the fee to the Perth Observatory.

Given the short timeframe, it is important to provide a commitment in relation to the financial allocation to these events, so that planning can continue. It is proposed to provide

funding of \$10,000 to the Friday Night Festival and \$2,000 to the Stargazing Event. Further commitments under the MOU can be considered at a later stage.

Strategic Implications

Pillar 1: A Vibrant and Connect Community

An inclusive and engaged community

1.12: Support opportunities for volunteering and community connection.

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

The commitment of \$30,000 is aligned with the two year Memorandum of Understanding and will be included in the draft 2021/22 Budget.

The recommendation seeks to commit \$11,800 of the \$30,000.

Economic Implications

Community events and festivals can attract tourists and visitors at local, regional and intrastate level.

Social Implications

Events have direct and indirect impacts on communities. They provide opportunities for participation, skills development, volunteering, and community connection.

Environmental Considerations

Nil

Consultation

Discussions between the BCRC Committee, as well as the Shire President, Cr Smalberger and the CEO were held subsequent to the July Council meeting.

Options

Council may choose to:

1. Not fund the events proposed in the 2021/22 year.
2. Fund the events in accordance with the recommendation.
3. Request the BCRC undertake different activities under the funding agreement.

Voting Requirements

Absolute Majority

COUNCIL DECISION – ITEM 8.6.2

COUNCIL RESOLUTION: 99/21

Moved: Cr Manez

That Council:

1. Endorse the funding under the Memorandum of Understanding with the Boddington Community Resource Centre for the 2021/22 year as follows:
 - a. Friday Night Festival, to the amount of \$10,000.
 - b. Stargazing event, to the amount of \$2,000, noting that it is Council's preference that this event be delayed to a later date (2022) if possible.
2. Note that a further planning discussion will be held with the Boddington Community Resource Centre Committee early in 2022 to develop further recommendations under the Memorandum of Understanding.

Seconded: Cr Erasmus

Carried: 6/0

ATTACHMENT 8.6.2

EVENT: Stargazing with Perth Observatory		
ITEM	COST	BREAKDOWN EXPLANATION
Project Planning & funding application time, event planning/prep & event management (admin)	\$ 990.00	<i>(Includes COVID plans, signage design, ambulance standby application, security application, arranging food vans, markets, entertainers, attending 3-weekly steering committee meetings, internal weekly event management meetings, booking equipment, ride operator forms, risk assessment, lighting planning, floor plan/layout mapping, reticulation planning): Manager: (\$450) Additional event coordinator: (\$540)</i>
Stargazing fee to perth Observatory	\$ 1,800.00	
Wages for Staff for the event	\$ 2,098.00	<i>Actual costs for staff wages for this event day in 2020</i>
Wages for Administrator	\$ 360.00	<i>Administrator to enter the weekly event on Facebook and Eventbrite, collect registrations, answer enquiries about the sessions, add the sessions to the Bodd News design each fortnight. 1 hour per week x 12 weeks lead up</i>
Volunteers required	\$ 3,120.00	<i>Minimum 2 x volunteers required on the night, recruitment and induction of volunteers, volunteers paperwork and processing volunteers: \$270 WWCC and Police checks admin and application costs: \$390 Plus hourly rate of \$45 per hour on the day as per Volunteers Australia x 5 hours: \$450</i>
Security	\$ 440.00	<i>2 x security guards for 4 hours each - 2020 cost</i>
Utilities	\$ 20.00	<i>Contribution to electricity, insurances, telephone, internet</i>
Marketing and advertising	\$ 556.00	<i>Bodd News insert @ \$25 twice a month: \$200 Printing and distribution of 6 x A4 colour posters per month: \$20 Mail out monthly by Bodd Post Office: \$336</i>
Quarterly reporting and acquittal costs	\$ 180.00	<i>1 hour per quarter</i>
Software costs	\$ 5.00	<i>Contribution to email marketing software for weekly reminders</i>
TOTAL PROJECTS COSTS	\$ 9,569.00	

ATTACHMENT 8.6.2

EVENT: Friday Night Festival (6pm-9pm: 3 hours)		
ITEM	COST	BREAKDOWN EXPLANATION
Project Planning & funding application time, event planning/prep & event management (admin)	\$ 3,915.00	<i>(Includes COVID plans, signage design, ambulance standby application, security application, arranging food vans, markets, entertainers, attending 3-weekly steering committee meetings, internal weekly event management meetings, booking equipment, ride operator forms, risk assessment, lighting planning, floor plan/layout mapping, reticulation planning): Manager: (\$2,115). Additional event coordinator: 6 weeks full time prior to event (\$5,400), where this event will take approximately one third of this employee time = \$1,800</i>
Wages for Staff for the event	\$ 4,608.25	<i>Actual costs for staff wages for this event day in 2020</i>
Wages for Administrator	\$ 240.00	<i>Administrator to enter the weekly event on Facebook and Eventbrite, collect registrations, answer enquiries about the sessions, add the sessions to the Bodd News design each fortnight. 1 hour per week x 8 weeks lead up</i>
Volunteers required	\$ 3,120.00	<i>Minimum 4 x volunteers required on the night, recruitment and induction of volunteers, volunteers paperwork and processing volunteers: \$540 WWCC and Police checks admin and application costs: \$780 Plus hourly rate of \$45 per hour on the day as per Volunteers Australia x 10 hours: \$1,800</i>
Airborn entertainment	\$ 3,000.00	<i>Assault course, bull ride, turbo tubs mechanical ride, ladder challenge, happy circus combo - 2020 cost</i>
Rad Rock	\$ 1,485.00	<i>Climbing wall - 2020 cost</i>
Neanda Animal Farm	\$ 450.00	<i>Animal petting zoo - 2020 cost</i>
Security	\$ 440.00	<i>2 x security guards for 4 hours each - 2020 cost</i>
Stilt walkers	\$ 1,452.00	<i>2 x 45min sessions (2 x stilt walkers) - 2020 cost</i>
Entertainers refreshments	\$ 300.00	<i>10 people at \$30 per head for meals and drinks</i>
St Johns Ambulance	\$ 500.00	<i>For safety response and a stall</i>
Muscians: Rock and Ronnie	\$ 500.00	<i>2 hours of live music - 2020 cost</i>
Facepainting (Mary)	\$ 260.00	<i>3 hours of facepainting - 2020 cost</i>
Venue hire	\$ 150.00	<i>Gallery full day in case of rain</i>
Utilities	\$ 20.00	<i>Contribution to electricity, insurances, telephone, internet</i>
Marketing and advertising	\$ 444.00	<i>Bodd News insert @ \$25 twice a month: \$200 Printing and distribution of 6 x A4 colour posters per month: \$20 Mail out monthly by Bodd Post Office: \$224</i>
Quarterly reporting and acquittal costs	\$ 180.00	<i>1 hour per quarter</i>
Extended insurance policy	\$ 230.00	<i>Special extension to insurance to cover the night (excess of 1,000 people attendees for an event cover)</i>
Art materials and equipment	\$ 2,400.00	<i>Includes watercolour paint, acrylic paint, brushes, canvasses, art paper, chalk, scissors, glue, celotape</i>
Software costs	\$ 5.00	<i>Contribution to email marketing software for weekly reminders</i>
Cleaning (Clean Up crew)	\$ 500.00	<i>Plus extra COVID clean on all chairs and equipment</i>
TOTAL PROJECTS COSTS	\$ 24,199.25	

8.6.3 Communications and Media Policy

Applicant:	Not Applicable
File Ref. No:	CORM027
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Draft Communications and Media Policy

Summary

Council is requested to consider and adopt a revised communications and media policy, to replace the current Official Use of Social Media Policy that is in place.

Background

Council Policy 11.33 Official Use of Social Media, provides general support for the use of internet and social media mechanisms as a communication tool. Council does not currently have a policy that provides overarching guidance around other forms of communication, including media responses.

Rather than adding to the number of policies, it is proposed to revise the current Policy 11.33, and expand this to include; guidelines around who can speak on behalf of the Shire, how to approach media enquiries, and define what Council considers is acceptable in terms of Councillor statements in a personal capacity.

Comment

The purpose of the revised policy is to provide understanding and guidance for the appropriate use of communications tools, including verbal, printed, and digital, by Shire of Boddington Councillors, employees, and contractors.

Key components of the Policy include:

- The Shire President is the official spokesperson of the Shire (section 4.4) and s2.8 (1) (e) LGA
- The Deputy President may perform the functions of the Shire President in certain circumstances (section 4.5)
- The CEO (or a CEO approved officer) may speak in relation to the performance of the CEO's functions (section 4.8), and in circumstances where the President agrees s5.41 (f) LGA
- Statements made by Council Members in a personal capacity should adhere to various requirements (sections 4.10 and 4.11)
- The process for media enquiries is to direct these to the CEO, noting that the Shire President may be approached directly for comment as the official spokesperson (section 4.12)

The Communications Policy is an important document that helps to protect the Shire's reputation by ensuring consistency and accuracy in the information that is placed in the public realm.

Strategic Implications

Nil

Statutory Environment

Nil

Policy Implications

The recommendation proposes to expand the current Policy 11.33.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Consultation

Feedback from Council was requested in relation to the draft Policy at the Information Session in September 2021.

Options

Council can resolve to:

1. adopt the Policy as presented; or
2. amend the Policy; or
3. decline to adopt the Policy, in which case the current Policy will remain.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.6.3

COUNCIL RESOLUTION: 100/21

Moved: Cr Erasmus

That Council amend the Official Use of Social Media Policy, as attached.

Seconded: Cr Webster

Carried: 6/0

11.33 Communications and Media Policy (previously titled Official Use of Social Media Policy)

1. PURPOSE

- 1.1. The purpose of this Policy is to establish protocols for the release of public statements issued by the Shire of Boddington (including to the media and on Social Media) to ensure the Shire is professionally and accurately represented, and to maximise a positive public perception of the Shire.
- 1.2. This Policy also provides clarity on the roles and responsibilities of the President, the Deputy President, Councillors and the Chief Executive Officer when issuing public statements.

2. SCOPE

- 2.1. This Policy is applicable to public statements initiated by Council Members and the CEO (or delegated Officers) which pertain to the business of the Shire of Boddington; made orally, in writing, or electronically, in either their Shire role or in a personal capacity.

3. DEFINITIONS

Term	Meaning
Act	<i>Local Government Act 1995</i>
Social Media	web-based technology which facilitates the communication and sharing of text, photos, audio, video and information in general
Policy	this Shire of Boddington Council policy titled "Media and Public Statements"

4. POLICY STATEMENT

- 4.1. Media and public statements will be issued by the Shire for the purposes of:
 - a. sharing information required by law to be publicly available;
 - b. sharing information that is of interest and benefit to the Community;
 - c. promoting Shire of Boddington events and services;
 - d. promoting public notices and community consultation / engagement opportunities;
 - e. answering questions and responding to requests for information relevant to the role of the Shire; and
 - f. receiving and responding to community feedback, ideas, comments, compliments and complaints.
- 4.2. Official statements will be consistent with policies, standards and the positions adopted by the Council.
- 4.3. The Shire uses a combination of different communication modes to relay public statements including:
 - a. Shire websites;
 - b. advertising and promotional materials;
 - c. media releases and media statements promoting specific Shire positions prepared for or provided by the President, the CEO (or delegated Officer);
 - d. Social Media platforms; and
 - e. community newsletters and communiques.

Speaking on behalf of the Shire of Boddington

- 4.4. Section 2.8 (1) (d) of the Act provides that the President is the official spokesperson for the Shire of Boddington and may represent the Shire in official communications.

ATTACHMENT 8.6.3

- 4.5. Section 5.34 of the Act provides that the Deputy President may perform the functions of the President if:
 - a. the office of President is vacant; or
 - b. the President is not available, or is unable or unwilling to perform the functions of President.
- 4.6. Section 2.10 of the Act sets out the role of a Council member. There is no provision for a Council member to speak on behalf of the local government.
- 4.7. The President may include commentary from other Council members in media and public statements where:
 - a. a Council member has specific expertise or knowledge of a specific area of Council business;
 - b. a comment from a Council member other than or as well as the President would generally be expected by the community;
 - c. a comment from a Council member, other than or as well as the President, maximises the positive perception of the Shire of Boddington Council.
- 4.8. The CEO or a CEO approved officer may speak to the media or otherwise in public as to the Shire's affairs in performance of the CEO's functions under S.5.41 of the Act, including that of managing the day-to-day operations of the Shire.
- 4.9. Statements made by Council Members and Shire employees whether undertaken in an authorised official capacity or as a personal communication, must not:
 - a. bring the Shire of Boddington into disrepute;
 - b. compromise the person's effectiveness in their role with the Shire of Boddington;
 - c. imply the Shire's endorsement of personal views;
 - d. imply the Council Member or employee is speaking on behalf of the Shire, unless authorised to do so; or
 - e. disclose, without authorisation, confidential information.

Council Member Statements on Shire Matters

- 4.10. Council members may speak in public to the extent that doing so does not conflict with roles or obligations outlined in the Shire's Code of Conduct and the *Local Government (Rules of Conduct) Regulations 2007*.
- 4.11. Any public statement made by a Council Member, whether made in a personal capacity or in their capacity as a Councillor, should:
 - a. clearly state that the comment or content is a personal view only which does not necessarily represent the views of the Shire of Boddington;
 - b. be made with reasonable care and diligence;
 - c. be lawful, including avoiding contravention of; copyright, defamation, discrimination or harassment laws;
 - d. be factually correct;
 - e. avoid damage to the reputation of the local government; not reflect adversely on a decision of the Council;
 - f. not reflect adversely on the character or actions of another Council Member or Employee; and
 - g. maintain a respectful tone and not use offensive or objectionable expressions in reference to any Council Member, Employee or community member.

Media Enquiries

- 4.12. All media enquiries must be directed to the Chief Executive Officer in the first instance whereby information will be coordinated to support the release of an official response on behalf of the Shire. The media may, however, approach the President directly for comment in his/her capacity as official spokesperson for the Shire.

Social Media

- 4.13. The Shire uses Social Media and maintains Social Media accounts to facilitate information

ATTACHMENT 8.6.3

sharing and to provide feedback to our community. Social Media will not be used by the Shire to communicate or respond to matters that are complex or relate to a person's or entity's private affairs.

- 4.14. The Shire may post and contribute to Social Media hosted by others to ensure that the Shire's strategic objectives are appropriately represented and promoted.
- 4.15. The Shire will, at its discretion, moderate its Social Media accounts to address, and where necessary delete, content deemed to be:
 - a. offensive, abusive, defamatory, objectionable, inaccurate, false or misleading;
 - b. soliciting or commercial in nature;
 - c. unlawful or which may incite others to break the law;
 - d. information which may compromise individual or community safety or security;
 - e. repetitive material copied and pasted or duplicated;
 - f. electioneering for Council, appointment to official Office, or any ballot;
 - g. in violation of intellectual property rights or the legal ownership of interests or another party;
and
 - h. inappropriate in any other way.
- 4.16. Where a third party contributor to a Shire's Social Media account is identified as posting content which is deleted in accordance with the above, the Shire may, at its discretion, hide that contributor's comment and / or block that contributor for a specific period of time or permanently.
- 4.17. The Shire of Boddington will, in conjunction with other communication modes, use Social Media to communicate and advise the community regarding Emergency Management.

8.6.4 Purchasing Policy Review

Applicant:	Not Applicable
File Ref. No:	CORM027
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Draft Purchasing Policy

Summary

Council is requested to consider and adopt an amended Purchasing Policy to reflect changes in legislation and proposed amendments to the quotation process.

Background

Amendments to the Local Government (Functions and General) Regulations 1996 (Regulations) were gazetted on 9 April 2020. The purpose of these changes were to increase the flexibility of the local government sector to contract with local suppliers during, and in the aftermath of, the State of Emergency Declaration under the Emergency Management Act 2005.

An amendment was made to regulation 11(1) of the Regulations to increase the tendering threshold from \$150,000 to \$250,000. The Department of Local Government, Sport and Cultural Industries (DLGSC) has advised that local governments should update their purchasing policy to cover the direct purchase of goods and services under \$250,000.

Comment

Regulation 11A of the *Local Government (Functions and General) Regulations 1996* (Regulations) requires the Shire to have a written purchasing policy for the supply of goods and services worth \$250,000 or less. This results in the Shire utilising a 'request for quote' process for procurements under \$250,000 and where practical seek a minimum number of quotes from local suppliers.

The current Purchasing Policy has been reviewed from a practicality and compliance purpose, and a number of changes are proposed. The key change is the implementation of an additional tier in relation to seeking quotations for purchases. Current purchasing tiers are (in summary):

Amount of Purchase	Policy
Less than \$1,500	Goods and services may be purchased without first obtaining a quotation.
\$1,500 - \$5,000	Goods and services may be purchased with a single verbal quotation.
\$5,001 - \$50,000	Obtain 3 written quotations from 3 alternative suppliers.
\$50,001 - Dollar value specified by Local Government (Functions and General) Regulations 1996 Clause 11	Obtain 3 written quotations from alternative suppliers.

This structure does not provide a logical approach that is progressively more stringent as the value of the purchase increases. A change from a single verbal quotation for a purchase up to \$5,000 and then immediately increasing the requirement to 3 written quotations for a purchase over \$5,000, not only dramatically increases the resources in sourcing quotations for a relatively small purchasing amount, but also increases frustration for suppliers who are asked for quotations on an ongoing basis, without success.

The model proposed allows for a more graduated approach to increasing the number of quotations according to the purchase amount.

Proposed tier structure (in summary):

Amount of Purchase	Policy
Under \$1,500	Good and services may be purchased without first obtaining a quotation.
\$1,501 - \$5,000	Direct Procurement from suppliers requiring one verbal quotation to be sought. The preference is to procure from a local business if a suitable supplier can be sourced. A written note of this quotation must be recorded.
\$5,001 - \$10,000	A minimum of one written quotation to be sought from suppliers containing price, and details of the supply including basic specifications.
\$10,001 - \$50,000	A minimum of two (2) written quotations to be sought from different suppliers containing price and details of supply containing price and details of supply.
\$50,001 - \$250,000	A minimum of three (3) written quotations to be sought from different suppliers containing price and details of supply containing price and details of supply including basic specifications and warranty offerings.

The other main change to the Policy is the increase of the threshold for tendering. In 2020, the Local Government (Functions and General) Regulations 1996 were amended, in that the tender threshold was increased from \$150,000 to \$250,000. This is in line with the State Government tendering amounts, and provides a more efficient way for local governments to undertake procurement activities.

Strategic Implications

Nil

Statutory Environment

Section 2.7(2)(b) of the Local Government Act 1995 prescribes that Council determine the local governments policies.

Part 4 of the Local Government (Functions and General) Regulations 1996

Regulation 5(1)(e) of the Local Government (Financial Management) Regulations 1996

Regulation 24E of the Local Government (Functions & General) Regulations 1996

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Consultation

Feedback from Council was requested in relation to the draft Policy at the Information Session in September 2021.

Options

Council can resolve to:

1. adopt the Policy as presented; or
2. amend the Policy; or
3. decline to adopt the Policy, in which case the current Policy will remain.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.6.4

COUNCIL RESOLUTION: 101/21

Moved: Cr Webster

That Council adopt the amended Purchasing Policy as attached.

Seconded: Cr Schreiber

Carried: 6/0

XX.X PURCHASING OF GOODS AND SERVICES

1. PURPOSE

1.1. The objectives of this policy are to:

- Ensure best practice policies and procedures are followed in relation to procurement for the Shire of Boddington (the Shire);
- Ensure compliance with the *Local Government Act 1995* (the Act) and *Part 4 of the Local Government (Functions and General) Regulations 1996* (the Regulations);
- Undertake procurement processes that ensure value for money for the Shire by delivering the most advantageous outcome possible;
- Ensure openness, transparency, fairness and equity through the procurement process to all potential suppliers; and
- Ensure efficient and consistent procurement processes are implemented and maintained across the Shire.

2. SCOPE

This policy applies to all procurement activities undertaken by the Shire's officers, appointed representatives and, where applicable, contractors procuring on behalf of the Shire.

3. POLICY

3.1 Procurement Principles

The following principles, standards and behaviours must be observed and enforced through all stages of the procurement process to ensure the fair and equitable treatment of all parties:

- Full accountability shall be taken for all procurement decisions and the efficient, effective and proper expenditure of public monies to achieve value for money;
- All procurement practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire's applicable policies and Code of Conduct;
- Procurement is to be undertaken on a competitive basis where all potential suppliers are treated impartially, honestly and in a similar manner;
- All processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, audit requirements and relevant legislation;
- Any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed;
- Any information provided to the Shire by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation; and
- Any canvassing of the Shire's Councillors or staff shall disqualify businesses seeking to do business with the Shire in relation to the applicable procurement.

This Policy will be read in conjunction with the Council Policy 13.1 - Buy Local Policy (Regional Business and Regional Price Preference).

3.2 Quality & Value for Money

Quality and value for money is an overarching principle governing procurement that seeks the best possible outcome for the Shire. Compliance with the specification is more important than obtaining the lowest price, particularly taking into account user requirements, safety and quality standards, sustainable procurement objectives, timeliness of supply, whole of life cycle costing and other relevant service benchmarks. When a higher priced offer(s) is recommended however, there should be clear and demonstrable benefits over and above the lowest total priced offer(s).

3.3 Purchasing Thresholds

The Purchasing Threshold relates to the actual or expected value of a contract over the full contract period or the extent to which the Shire will continue to purchase a particular category of goods, services or work and the total value of that purchase.

The following thresholds apply where the total value (excluding GST) of the full contract period for the purchasing of goods and/or services is, or is expected to be:

Amount of Purchase	Policy
Under \$1,500	Good and services may be purchased without first obtaining a quotation.
\$1,501 - \$5,000	Direct Procurement from suppliers requiring one verbal quotation to be sought. The preference is to procure from a local business if a suitable supplier can be sourced. A written note of this quotation must be recorded.
\$5,001 - \$10,000	A minimum of one written quotation to be sought from suppliers containing price, and details of the supply. At least one written quote should be obtained from a local business if a suitable supplier can be sourced.
\$10,001 - \$50,000	A minimum of two (2) written quotations to be sought from different suppliers containing price and details of supply containing price and details of supply including basic specifications. At least one written quote should be obtained from a local business if a suitable supplier can be sourced.
\$50,001 - \$250,000	A minimum of three (3) written quotations to be sought from different suppliers containing price and details of supply containing price and details of supply including basic specifications and warranty offerings. At least one written quote should be obtained from a local business if a suitable supplier can be sourced. An assessment of the quotes must be undertaken by two (2) officers and must be approved by the CEO.
Over \$250,000	Tender process

All information in relation to quotations received and purchases made, must be documented in accordance with the Shire’s Recordkeeping Policy and Procedures.

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Whenever it is not possible to meet the procurement requirements of the Shire, appropriate justification must be documented in accordance with the Shire's Recordkeeping Policy and Procedures.

3.3 Tender and Quotation Exemptions

An exemption may apply in the following instances:

- The purchase is from a pre-qualified supplier(s) established by the Shire;
- The purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement - Regulation 11(2)(b) and 11(2)(e) of the *Local Government (Functions and General) Regulations 1996*;
- The purchase is to be obtained from expenditure authorised in an emergency - Regulation 11(2)(a) of the *Local Government (Functions and General) Regulations 1996*;
- The purchase is of a unique nature, with a sole source of supply - Regulation 11(2)(f) of the *Local Government (Functions and General) Regulations 1996*;
- The purchase is acquired from a person registered on the WA Aboriginal Business Directory, as published by the Chamber of Commerce and Industry of Western Australia Limited or a person registered with the Australian Minority Supplier Office Limited (trading as Supply Nation) , where the consideration under contract is worth \$250,000 or less and represents value for money Regulation 11(2)(h) of the *Local Government (Functions and General) Regulations 1996*;
- The purchase is acquired from an Australian Disability Enterprise (Regulation 11(2)(i)); or
- Any of the other exclusions under Regulation 11 of the *Local Government (Functions and General) Regulations 1996* apply.

3.5 Waiver of Quotation

Where quotes are not practical, e.g. due to limited suppliers, the Chief Executive Officer may, at their discretion, waive the requirements to obtain quotes providing that written, justifiable reasons for such waiver are provided by the Responsible Officer and documented through records.

3.6 Inviting Tenders under the Tender Threshold

Where considered appropriate and beneficial, or to manage procurement risk, the Shire may consider publicly advertising Tenders in lieu of undertaking a Request for Quotation for purchases under the tender threshold (\$250,000). This decision should be made after considering the benefits of this approach in comparison with the costs, timeliness and compliance requirements. If a decision is made to undertake a public Tender for contracts expected to be \$250,000 or less in value, the Shire's tendering procedures must be followed in full.

3.7 Standing Offer Agreement

This is an Agreement where a supplier(s) agrees to provide specified goods (which are considered commodities/services off the shelf which are readily available from multiple suppliers and frequently purchased), at an agreed price fixed for a set period of time (usually for one year). Standing Offers are a commitment by suppliers to provide agreed products at the fixed price on receipt of a Shire Purchase Order. Standing offers do not commit the Shire to any minimum volume. A standing offer once accepted by the Shire is deemed to have met

ATTACHMENT 8.6.4

the quotation process. Standing Offer is established by seeking quotations as per the Procurement Requirements tabled in section 3.3 "Purchasing Thresholds" of this policy, within the range of \$500 to \$250,000 (Exclusive of GST).

3.8 Sole Source of Supply

Where the procurement requirement is of a unique nature that can only be supplied from one supplier, the purchase is permitted without undertaking a tender or quotation process. This is only permitted in circumstances where the Shire is satisfied and can demonstrate that there is only one source of supply for those goods, services or works. The Shire must use its best endeavours to determine if the sole source of supply is genuine by exploring any alternative sources of supply. From time to time, the Shire may publicly invite an expression of interest to effectively determine that one sole source of supply prevails in this situation.

3.9 Anti-Avoidance

The Shire shall not enter into two or more contracts, or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contract to take the value of the purchase in consideration below a particular purchasing threshold. Refer to Regulations 12(1) and 12(2).

3.10 Emergency Purchases

An emergency purchase is defined as an unanticipated and unbudgeted purchase, which is required in response to an emergency situation as provided for in the Local Government Act 1995. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

An emergency purchase does not relate to purchases not planned for due to time constraints. Every effort must be made to anticipate the Shire's procurement requirement in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

4. STATE OF EMERGENCY DECLARATION

4.1 Sourcing

A formal tender process does not need to be undertaken when sourcing and securing essential goods and services when a state of emergency declaration is in force for local government and the goods or services must be required to address needs arising from, or impacts or consequences of, the hazard to which the emergency relates. Refer Regulation 11(2)(aa).

4.2 Contract Extension

When a state of emergency declaration is in force a contract that is due to expire within the next three months can be renewed or extended at the discretion of the Shire, even though this option is not included in the original contract. Limits on this apply: the original contract must have less than three months to expiry. The renewal or extension cannot be for more than twelve months. Refer Regulation 11(2)(ja).

5. PURCHASE ORDER EXEMPTION

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A purchase order is not required where the payment is for:

- A utility charge such as water, electricity, telephone;
- Bank charges, including account fees, loan repayments and merchant fees;
- Goods or services supplied under a standing contract such as cleaning, audit, waste collection, fuel, information technology services, town planning services;
- Urgent maintenance requirements;
- Training courses; or
- Goods and services under \$500.

6. LEGISLATIVE REQUIREMENTS

The following legislation is to be observed in conjunction with purchasing policy:

- Local Government Act 1995;
- Part 4 of Local Government (Functions and General) Regulations 1996;
- Construction Contracts Act 1984;

DRAFT

8.6.5 Sponsorship Request – Peel Bright Minds, Trail Blazers

Applicant:	Regional Development Australia
File Ref. No:	CRELO13
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Trail Blazers 2022 Sponsorship Proposal

Summary

Council is requested to approve a sponsorship request from Regional Development Australia (Peel), for the Peel Bright Minds Science, Technology, Engineering and Mathematics camp and mentoring program for young people in the Peel Region.

Background

At the recent Regional Development Australia (RDA) briefing to Council, it was advised that Peel Bright Minds will be holding their inaugural Trail Blazers residential STEM camp at Fairbridge Village from 17 to 22 January 2022.

Trail Blazers is a science engagement and youth development initiative that aims to ignite and promote young people passion for learning in the areas of science, technology, engineering and mathematics (STEM). The program focuses on developing the knowledge, skills and leadership capacity of young people aspiring to a career in STEM.

Trail Blazers runs for six months, commencing with an intensive six day camp, and continuing with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.

Comment

Sponsorship is an opportunity for the Shire of Boddington to contribute to developing the Peel region's young people for the future of work through:

- Empowering young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment;
- Connecting young people with the possibilities of STEM and the career pathways available to them;
- Removing the barrier for regional young people, particularly those from marginalised or disadvantaged backgrounds, aspiring to a career in the STEM industries

The Shire of Boddington previously provided \$2,000 in funding support for Peel Bright Minds in 2018/19 and 2019/20, with the third year of funding being deferred due to the impact of the COVID-19 pandemic. The funding request for the Trail Blazers initiative is for \$1,500 (GST exclusive). This level of sponsorship will enable the participation of 1 young person from the Shire of Boddington at no cost to them. Participants may be nominated through the local government or through an open nomination recruitment process to be implemented in October and November 2021.

Sponsoring this program continues the Shire support for Boddington youth, as well as for the young people across the Peel region. It is envisaged that the nomination process would be left to RDA Peel (or Peel Bright Minds) to administer, noting that the sponsorship would only be provided if a nominee from the Boddington Local Government Area was successful in gaining a place.

Strategic Implications

Pillar 1: A vibrant and connected community

Outcome: An inclusive and engaged community

Strategy 1.10: Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with disability, older residents)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

The draft Budget contains an allocation of \$30,000 for donations and grant funding expenses, therefore, there will be no impact on the financial position, resulting from the officer recommendation.

Economic Implications

Nil

Social Implications

Youth engagement and development has benefits for communities and young people through an increase in social skills and sense of self-worth. This project's alignment with STEM provides opportunities for young people who have high levels of interest in the field to participate.

Environmental Considerations

Nil

Consultation

Nil

Options

Council can:

1. Provide the level of sponsorship recommended;
2. Provide an additional level of sponsorship e.g. 2 places to the value of \$3,000; or
3. Not provide any funding toward the sponsorship request.

Voting Requirements

Absolute Majority

COUNCIL DECISION – ITEM 8.6.5

COUNCIL RESOLUTION: 102/21

Moved: Cr Manez

That Council provide sponsorship of \$3,000 (ex GST), for two young people from the Shire of Boddington, to Regional Development Australia (Peel) for the Peel Bright Minds Trail Blazers initiative.

Seconded: Cr Erasmus

Carried: 6/0

Ph 08 9530 4066

www.rdapeel.org.au

Mrs Julie Burton
CEO
Shire of Boddington
PO Box 4
Boddington WA 6390

6 George Street
PO Box 7
Pinjarra WA 6208

Dear Julie

SPONSORSHIP REQUEST – PEEL BRIGHT MINDS TRAIL BLAZERS

As advised at the recent Regional Development Australia (RDA) briefing to your Councillors and staff Peel Bright Minds will be holding their inaugural *Trail Blazers* residential STEM camp at Fairbridge Village from 17th to 22nd January 2022.

Trail Blazers is a science engagement and youth development initiative that aims to ignite and promote young people's passion for learning in the areas of science, technology, engineering and mathematics (STEM). There is currently nothing like this program in Western Australia.

The program focuses on developing the knowledge, skills and leadership capacity of young people aspiring to a career in STEM.

Trail Blazers runs for six-months, commencing with an intensive six-day camp and continues with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.

This is an opportunity for your organisation to contribute to developing the Peel region's young people for the future of work through:

- Empowering young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment;
- Connecting young people with the possibilities of STEM and the career pathways available to them;
- Removing barriers for regional young people, particularly those from marginalised or disadvantaged backgrounds, aspiring to a career in the STEM industries.

Noting that your Local Government's previous funding support for Peel Bright Minds was \$2,000 in each of the financial years 2018-19 and 2019-20, with the 3rd year of funding being deferred due to the impact of the COVID-19 pandemic, we are requesting funding of \$1,500 (GST exclusive) for the *Trail Blazers* initiative.



An Australian Government Initiative

ATTACHMENT 8.6.5

This investment will enable the participation of 1 young person from your Local Government Area in the program free of any cost to them.

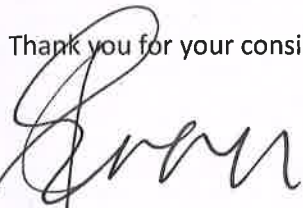
Participants may be nominated by your Local Government or through a self-nomination or open recruitment process to be implemented during October and November 2021.

Approval of this sponsorship will provide the exposure and engagement opportunities outlined in the attached Sponsorship Proposal.

I have also attached for your information an overview of the program. If you have any queries regarding this request please contact:

John Lambrecht
Director of Regional Development
E: drd@rdapeel.org.au
M: 0428 947 837

Thank you for your consideration of this request.



John Erren
Chair
25th August 2021.



TRAIL BLAZERS

2022 Sponsorship Proposal

Overview

Trail Blazers is a science engagement and youth development program designed to grow the knowledge, skills and leadership capacity of young people aspiring to a career in STEM.

Trail Blazers runs for six-months, commencing with an intensive six-day camp and continues with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.

The program is the only one of its kind in Australia and aims to address concerns relating to the depth of the Peel Region's labour market. The Peel Region has historically high levels of social disadvantage, with a SEIFA index of less than 960, and struggles with lower than national average rates of educational attainment and higher than average levels of unemployment.

Trail Blazers is designed to empower Peel's emerging workforce to be more adaptable, resilient, entrepreneurial and future-thinking by deeply engaging participants in immersive program of capacity building activities that explore STEM themes and 21st century skills.

Trail Blazer's three key objectives are to:

1. Empower young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment.
2. Connect young people with the possibilities of STEM and the career pathways available to them.
3. Remove barriers for regional young people aspiring to a career in the STEM industries, particularly those from marginalised or disadvantaged backgrounds.

Key Information

Dates:

Camp: 17-22 January 2022

Post camp mentorship: January - July 2022

Location:

Fairbridge Village, Pinjarra

Participant Demographic:

35 participants (co-ed), 13-17 years of age living in the Peel region. There is no minimum academic requirement. Participants nominate for selection through an online form. Sponsors may select the individual they'd like to sponsor or Peel Bright Minds will identify a suitable match when evaluating the nominations.

Sponsorship

Sponsoring a participant enables one local young person to attend Trail Blazers with all expenses paid.

Each participant is provided with five-nights of accommodation, all meals, visits from guest speakers, 24x activities and challenges, merchandise including a branded t-shirt, workbook, transport, and mentorship from outstanding role models (1:3 mentor to participant ratio).

Exposure opportunities:

Digital promotion

- Social media acknowledgement
- Website acknowledgement

Verbal acknowledgement

- Opening Ceremony (17th January 2022)
- VIP Function (20th January 2022)
- Closing Ceremony (22nd January 2022)

Banners and merchandise

- Banner displayed in dining hall through-out camp
- Banner displayed for Opening Ceremony, VIP Function and Closing Ceremony
- Logo featured on sponsored participant's lanyard which is worn at all times during the camp
- Logo featured in printed program
- Logo featured on participant certificate

Engagement opportunities:

Events

- Invitation to visit the camp as a guest/observer
- Invitation to attend the VIP Function
- Invitation to attend the post-camp BBQ

Resources

- Access to program photos and professional video
- Access to participant feedback and survey results

Investment:

\$1,650 inc. GST per participant

35 participants available for sponsorship for the January 2022 cohort

Contact

info@peelbrightminds.com.au
0417 458 915

OVERVIEW

Trail Blazers powered by Peel Bright Minds is a science engagement and youth development initiative that aims to ignite and promote young people's passion for learning in the areas of science, technology, engineering and mathematics (STEM). There is currently nothing like this program in Western Australia and the inaugural camp is planned for January 2022.

The program focuses on developing the knowledge, skills and leadership capacity of young people aspiring to a career in STEM.

Trail Blazers runs for six-months, commencing with an intensive six-day camp and continues with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.

The program is designed with three objectives in mind:



Empower young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment.



Connect young people with the possibilities of STEM and the career pathways available to them.



Remove barriers for regional young people aspiring to a career in the STEM industries, particularly those from marginalised or disadvantaged backgrounds.

KEY INFORMATION

When:

Camp: 17-22 January 2022
Post camp mentorship: January - July 2022
Running every six-months or annually pending funding.

Where:

Fairbridge Village, Pinjarra

Who:

35 participants (co-ed)
Staffed by 1x program director, 2x support staff, 10x mentors
Mentors are a selection of inspiring young leaders who work or study in a STEM industry.

Cost to participants:

A token fee of \$100 is requested from participants' to secure their place. This can be paid by the participant or participant's school. All program costs including meals, accommodation, activities, transport and merchandise is of no charge to participants. Allowances will be made for participants who are not in a position to meet this fee.



DEMOGRAPHIC

The program is open to people aged 13–17 living in the Peel Region of Western Australia and is designed for young people who are considering a STEM career pathway, or who have been identified by their school as having skills and abilities that would benefit from participation in the program.

Peel Bright Minds will work with Peel schools to identify suitable participants, participants can also self-select, and there are no minimum academic requirements for participation. Home schoolers, TAFE students, job seekers and any young people within the age range are also encouraged to nominate.

The program's regional focus seeks to address the inherent barriers that exist for young people living in a regional area to access programs of this nature compared to their urban peers.

Many areas in Peel experience socio-economic disadvantage – in the latest Index of Relative SocioEconomic Disadvantage, Waroona fell in the 20% most disadvantaged LGAs in WA while Mandurah and Murray are in the top 40% most disadvantaged areas (Australian Bureau of Statistics, 2016). Of the 36 schools in the Peel region, 23 (63.9% of all schools) have an ICSEA score of less than 1000, with Peel schools sitting below the benchmark with an average score of 986.

For students, it can be difficult to take in information and get excited about what is taught in the classroom if they don't understand how it can be applied and how it's relevant to them. With COVID-19 increasing the pressure on teachers to adapt lessons and abandon excursions, the need for industry-relevant STEM education is more important than ever.



CAMP

Trail Blazers commences with a six-day STEM camp. The camp itinerary is an intensive schedule of workshops, activities and guest speakers that focuses on the themes of leadership development, critical thinking skills and exploring problem solving techniques. The program is facilitated by a team of camp leaders with extensive experience in youth development and are supported by a volunteer support team who oversee camp logistics. Participants also have the opportunity to engage with a range of inspiring speakers from Government and industry.

The following list is a summary of the intensive camp program with sessions facilitated by a mix of experts, community leaders, camp volunteers and program partners:

- Hackathon sprint featuring a real-life industry challenge and judging panel;
- Hands-on daily STEM experiments and challenges;
- VIP networking dinner hosted by participants with sponsors and local STEM leaders from industry, education and government;
- Mental health and bullying workshops;
- Public speaking and science communication sessions;
- Comfort zone challenges at an adventure / high-ropes facility;
- Design Thinking / problem-solving workshops and challenges;
- Inspiring guest speakers and panels on STEM career/leadership topics; and
- Leadership workshops that cover subjects such as self-awareness, teamwork, conflict-resolution, communication, privilege and self-belief.

GROWTH FOCUS AREAS:

- 1) STEM SKILLS**
- 2) LEADERSHIP**
- 3) CAREER ASPIRATION**

MENTORSHIP

Following the camp, participants receive ongoing mentorship and support for the duration of the six-month program. Participants have the opportunity to take part in STEM related volunteer opportunities and citizen science initiatives that provide critical 'field experience', and are assigned a STEM mentor to assist them further on their STEM journey. Importantly, participants also continue to take part in a series of leadership development opportunities aimed at continuing the necessary skills required in a professional team environment.

At the conclusion of the program a selection of participants are selected as youth science ambassadors, and have the option to become a mentor in future programs, as well as acting as an advocate for STEM and science engagement in their respective communities or schools.



PROGRAM OVERVIEW

Monday	Tuesday	Wednesday
Opening ceremony Introductions & Icebreakers Values Teamwork Goal setting Group challenge I Science experiment	STEM Panel Team building STEM activity First-aid crash course Leadership workshop Communication workshop Group challenge II Group challenge III	STEM Guest Speaker STEM activity Conflict resolution Comfort zone (adventure) challenge Relationships workshop Mental health workshop Bullying workshop
Thursday	Friday	Saturday
Team building Group Challenge IV Productivity workshop Public Speaking workshop Hackathon with industry guest	STEM Leadership Inspiration STEM activity Problem solving Group challenge V Fun activity Participants host VIP dinner function	Leadership Inspiration STEM activity Group challenge VI Reflections Closing Ceremony

One week post camp

Check-ins with participants and discussion of their goals for the remainder of the program.

Two weeks post camp

Camp reunion (BBQ), Program Director works with parents/schools to explore further development opportunities for each participant.

Monthly, January - July

Participant check-ins and meet-ups, citizen science, networking and volunteering opportunities.

ABOUT PEEL BRIGHT MINDS

Peel Bright Minds and its associated projects have been created in response to concerns relating to the depth of the Peel Region's labour market. The Peel Region has historically high levels of social disadvantage, with a SEIFA index of less than 960, and struggles with lower than national average rates of educational attainment and higher than average levels of unemployment. Regional stakeholders are working towards an aspirational agenda to diversify the Peel's economy and develop a strong and capable workforce, and Peel Bright Minds is one mechanism set up to achieve these goals.

Peel Bright Minds was established in Mandurah in 2018 with a committee and inaugural program director. Since 2018, Peel Bright Minds has promoted the importance of STEM, celebrated STEM achievements and engaged the community through events, workshops and online content.

Activities have included:

- 20+ live events featuring acclaimed science communicators and STEM experts including The Naked Scientists who is the world's most popular science personality with over 50 million podcast listeners;
- Science Cafés – A series of events that encourage curiosity, questions and conversation through informal presentations from STEM experts at local cafes;
- Entering and winning GovHack 2019, a national data, tech and entrepreneurship competition;
- Innovators Tea Party – STEM mentorship for young women;
- Teachers Network – regular meetings that supports teachers to deliver better STEM education;
- ESTEAM Awards – An annual awards function that celebrates and recognises local achievement in entrepreneurship, science, technology, engineering, arts and mathematics;
- Curious Conversations – a podcast that provides conversations about STEM in an accessible and relatable format for Peel audiences;
- Innovation in Action – A video and event series that captures how Peel-based companies are innovating through the implementation of STEM and the local career opportunities available in the industries covered;
- Career Stories – A video and event series that captures the stories of five local young people who have pursued a STEM-related career in the region





WHY STEM?

STEM education refers collectively to the teaching of the disciplines within its umbrella – science, technology, engineering and mathematics – and also to a cross-disciplinary approach to teaching that improves students' problem solving and critical analysis skills.

Automation and globalisation are increasingly changing the landscape of work and as these changes take place, the Australian workforce needs people who can adapt to a changing workplace and upgrade their skills to match.

STEM skills will be essential in the future of work and are already in high demand from employers. Currently, 75% of jobs in the fastest growing industries require workers with STEM skills (DESE, 2021).

However, as technology and IT disrupts more and more industries, there's a real concern that there won't be enough STEM-qualified people to work in the jobs of the future.

Plus, the gap between the knowledge generated in the education system and the skills demanded by employers and individuals is widening (DESE, 2021).

Many people do not have positive perceptions or engagement in STEM. Nationally, less than 10% of year 11 and 12 students are studying a STEM subject and students' science and maths results are declining or stagnating (DESE, 2021).

8.6.6 Bush Fire Advisory Committee

Applicant:	Not Applicable
File Ref. No:	EMES000
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Minutes Bush Fire Advisory Committee Meeting 24 August 2021

Summary

The purpose of this report is to provide Council with the minutes of the Shire of Boddington Bush Fire Advisory Committee Meeting held on 24 August 2021, and recommend approval of various office-bearers as well as the Fire Control Order.

Background

Minutes of the Shire of Boddington Bush Fire Advisory Committee meetings are to be tabled at an Ordinary Council Meeting. A formal meeting was held on 24 August 2021 and the minutes are presented to Council, along with various recommendations arising.

Comment

The Shire of Boddington's Bush Fire Advisory Committee recommend the following actions be ratified:

1. Reappoint William Batt as Chief Bush Fire Control Officer.
2. Reappoint Jess Reid as Deputy Chief Bush Fire Control Officer.
3. Appoint the Fire Control Officers as nominated by the brigades, including a dual fire control officer.
The appointment of dual registered fire control officers allows 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.
4. Approve the Fire Control (Fire Access Track) Order.
The Fire Control Order contains the responsibilities of landowners in the Shire of Boddington and is provided to each landowner through the rates distribution process each year.

Strategic Implications

Nil

Statutory Environment

Bush Fires Act 1954 - Section 67

- 1) A local government may at any time appoint such persons as it thinks fit as a bush fire advisory committee for the purpose of advising the local government regarding all matters relating to the preventing, controlling and extinguishing of bush fires, the planning of the layout of fire-breaks in the district, prosecutions for breaches of this Act, the formation of bush fire brigades and the grouping thereof under group brigade officers, the ensuring of co-operation and co-ordination of bush fire brigades in their efforts and activities, and any other matter relating to bush fire

control whether of the same kind as, or a different kind from, those specified in this subsection.

- 2) A committee appointed under this section shall include a member of the council of the local government nominated by it for that purpose as a member of the committee, and the committee shall elect one of their number to be chairman thereof.
- 3) In respect to a committee so appointed, the local government shall fix the quorum for the transaction of business at meetings of the committee and may –
 - a. Make rules for the guidance of the committee; and
 - b. Accept the resignation in writing of, or remove, any member of the committee; and
 - c. Where for any reason a vacancy occurs in the office of a member of the committee, appoint a person to fill that vacancy.
- 4) A committee appointed under this section –
 - a. May from time to time meet and adjourn as the committee thinks fit;
 - b. Shall not transact business at a meeting unless the quorum fixed by the local government is present;
 - c. Is answerable to the local government and shall, as and when required by the local government, report fully on its activities.

S 38. Local government may appoint Bush Fire Control Officer

- (1A) 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 Fires Act 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.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Consultation

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

COUNCIL DECISION – ITEM 8.6.6

COUNCIL RESOLUTION: 103/21

Moved: Cr Schreiber

That Council:

1. Receives and endorses the Bush Fire Advisory Committee minutes of 24 August 2021 as attached.
2. Endorses the Boddington Bushfire Advisory Committee's Recommendations to appoint:
 - a. William Batt as Chief Bush Fire Control Officer for 2021/22; and
 - b. Jess Reid as Deputy Chief Bush Fire Control Officer for 2021/22
3. Appoint the following persons as Fire Control Officers for the Shire of Boddington for 2021/22:

Boddington Brigade:

Steve Barratt
Dave Thompson
Josh Potts
Jared Green
Paul Patrick

Crossman Brigade:

Brad Hardie
Jeremy Lobb
Charlie Roberts
Nick Hardie
Steven Ayers
David Hicks
Tony Carlyon
Greg Day

Marradong Brigade:

Robert Jones
Damien Batt
Marc Roberts
Brant Lehmann

Brad Hewton
Glenn Wilson
Nick Hayward
Adam Durack

Quindanning Brigade:
Kingsley Foster
Brad Morgan
Wayne Littleton
Aaron Foster

4. Appoints the following Fire Control Officer from the Shire of Wandering with Dual Registration in the Boddington Shire:
Trevor Wessels
5. Approves the Shire of Boddington Fire Control Order, as detailed in the Bushfire Advisory Committee Minutes of 24 August 2021 as the Fire Access Track Order, and as approved by the Bushfire Advisory Committee.

Seconded: Cr Manez

Carried: 6/0



BODDINGTON BUSH FIRE ADVISORY COMMITTEE

Minutes of the

Boddington Bushfire Advisory Committee Annual Meeting

held in
Administration Centre, Shire of Boddington, Boddington
on Tuesday 24th August 2021 commencing at 6:30pm.

ATTACHMENT 8.6.6

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1. OPENING/ATTENDANCE/APOLOGIES:

Opening: Mr Joshua Potts declared the meeting open at: 6:34pm.

Attendance

Jess Reid 6:43pm)	Deputy Bush Fire Control Officer (entered room at
Steve Barratt	Captain, Boddington BFB
Brad Hardie	Captain, Crossman BFB
Robert Jones	Captain, Marradong BFB
Kingsley Foster	Captain, Quindanning BFB (entered room at 7:12pm)
Joshua Potts	Ranger, Fire Control Officer
Glyn Yates	Saddleback Tree Farm
Wade Goodhill	South 32, Worsley
Blake Halford	DFES
Steve Gunn	DBCA
Julie Burton	Chief Executive Officer Shire of Boddington
Tamsin Hodder	Executive Officer (Minutes)

Apologies

William Batt	Chief Bush Fire Control Officer
Greg Hodgson	Forest Products Commission
Michael Pasotti	DBCA
Ryan Clark	Newmont
Michelle Hardie	Secretary

2. CONFIRMATION OF PREVIOUS MINUTES

Moved: J Potts

Seconded: Steve Barrett

That the Minutes of the Boddington Bushfire Advisory Committee Annual General Meeting held on 6 July 2020 in Council Chambers, Boddington be received as a true record of the meeting.

3. ELECTION OF OFFICE BEARERS

3.1 Chief Bush Fire Control Officer

Moved: R Jones

Seconded: Brad Hardie

Seeking nominations for the position of Chief Bush Fire Control Officer.

William Batt was voted in.

3.2 Deputy Chief Bush Fire Control Officer

Seeking nominations for the position of Deputy Chief Bush Fire Control Officer:

Moved: Brad Hardie

Seconded: Joshua Potts

Jess Reid was voted in.

4. FIRE CONTROL OFFICERS FOR EACH BRIGADE AS NOMINATED BY BRIGADE CAPTAINS & ENDORSED AT THE MEETING

4.1 Boddington

Steve Barratt	Captain
Dave Thompson	1 st Lieutenant FCO
Josh Potts	2 nd Lieutenant FCO
Jared Green	3 rd Lieutenant
Paul Patrick	Fire Control Officer

4.2 Crossman

Brad Hardie	Co-Captain FCO
Jeremy Lobb	Co-Captain FCO
Charlie Roberts	1 st Lieutenant FCO
Nick Hardie	2 nd Lieutenant
Steven Ayers	3 rd Lieutenant
David Hicks	4 th Lieutenant
Tony Carlyon	5 th Lieutenant
Greg Day	6 th Lieutenant

- Wandering fire control officer – Trevor Wessels

4.3 Marradong

Robert Jones	Captain FCO
Damien Batt	1 st Lieutenant FCO
Marc Roberts	2 nd Lieutenant FCO
Brant Lehmann	3 rd Lieutenant, Training & Equipment Officer FCO
Brad Hewton	4 th Lieutenant
Glenn Wilson	5 th Lieutenant FCO
Nick Hayward	6 th Lieutenant
Adam Durack	Fire Control Officer

4.4 Quindanning

Kingsley Foster	Captain FCO
Brad Morgan	Vice Captain, FCO
Wayne Littleton	FCO
Aaron Foster	FCO

5. DUAL FIRE CONTROL OFFICERS

5.1 Wandering

Trevor Wessels

5.2 Williams

Not obtained

5.3 Harvey

Not obtained

5.4 Collie

Not obtained

5.5 Murray

No Interest

6.1 Fire Access Track Order 2021-22

See attachment 10.1

6.2 Bush Fire Notice 2021/22

See attachment 10.2

7. REPORTS – BRIGADES & OTHER AGENCIES

7.1 CHIEF BUSH FIRE CONTROL OFFICER'S REPORT

See attachment 10.3

7.2 Marradong BFB Report

See Attachment 10.4

Bob Jones reported it was a quiet year.

Bob expressed his condolences to the family for the passing of Peter Batt.

7.3 Crossman BFB Report

See Attachment 10.5

It was a quiet year; however there were lots of callouts on Albany Hwy –due to vehicle fires.

Brad Hardie requested that Greg Day be added to the Crossman Brigade list.

7.4 Quindanning BFB

Nil attachment provided.

7.5 Boddington BFB

See Attachment 10.6

Steve Barratt reported there are new people in town, building houses and some of these new residents have become new recruits as volunteers.

7.6 DFES - Blake Halford

- Blake reported he joined DFES August 2020 as a Bush risk Management officer. He is from Esperance. He is now based in Narrogin and acting in Paul's role for the time being. He has worked for 20 years with Bush Fire Brigades and has been 10 years with DFES. He thanked the Shire and Crossman fire Brigades for attending an incident.
- The rest of the season was very busy; a storm through Albany; training – trying to catch up on delivering training. As new people are entering the district, he can deliver introductory courses.
- Regarding the Rural fire fighter course – training is needed to get in a fire truck. This training will be released soon – half to full day depending on whether it is delivered to seasonal workers or to farmers. This is for people who are not doing advanced courses. One was run in Quaraiding and one in Katanning – it is being revised now.
- Jess Reid asked if the Shire of Boddington is stocking uniforms.
- Josh responded there is a stock of gloves – difficult to get sizes
- Brad Hardie suggested centralising it and keeping in the shed.
- Josh Potts stated the issue is a big turnover in gloves.

ATTACHMENT 8.6.6

- Brad Hardie – problem is that someone will not have gloves/uniform and the spare goes to them.
- Josh: There are not unlimited funds to purchase this stuff. ESL \$55 (one third on insurance) plus vehicle maintenance.
- Josh advised full face masks are needed for fire crews and that he had spoken to Peter Raykos. 2 masks will be received per seat. Not everyone needs one; they are on order. Kit bags are being obtained for active members and have more gloves which need to be distributed. The budget has been spend and more funds are being applied for. We need to examine why we are going through gloves so quickly. If purchases are made at the hardware store, Josh asks to be advised.
- Brad – requested 5 sets of uniform and a box of gloves
- Josh – sizing needs to be communicated.
- Steve Barratt – For Boddington, the kits cost about \$1500 (helmet, gloves, jacket, trousers, boots) and stated he is also mindful when giving out equipment.
- Josh advised that the same 5 volunteers turn up, and will each have a kit bag
- Brad stated that equipment needs to be available.
- Josh agreed but advised it needs justification.

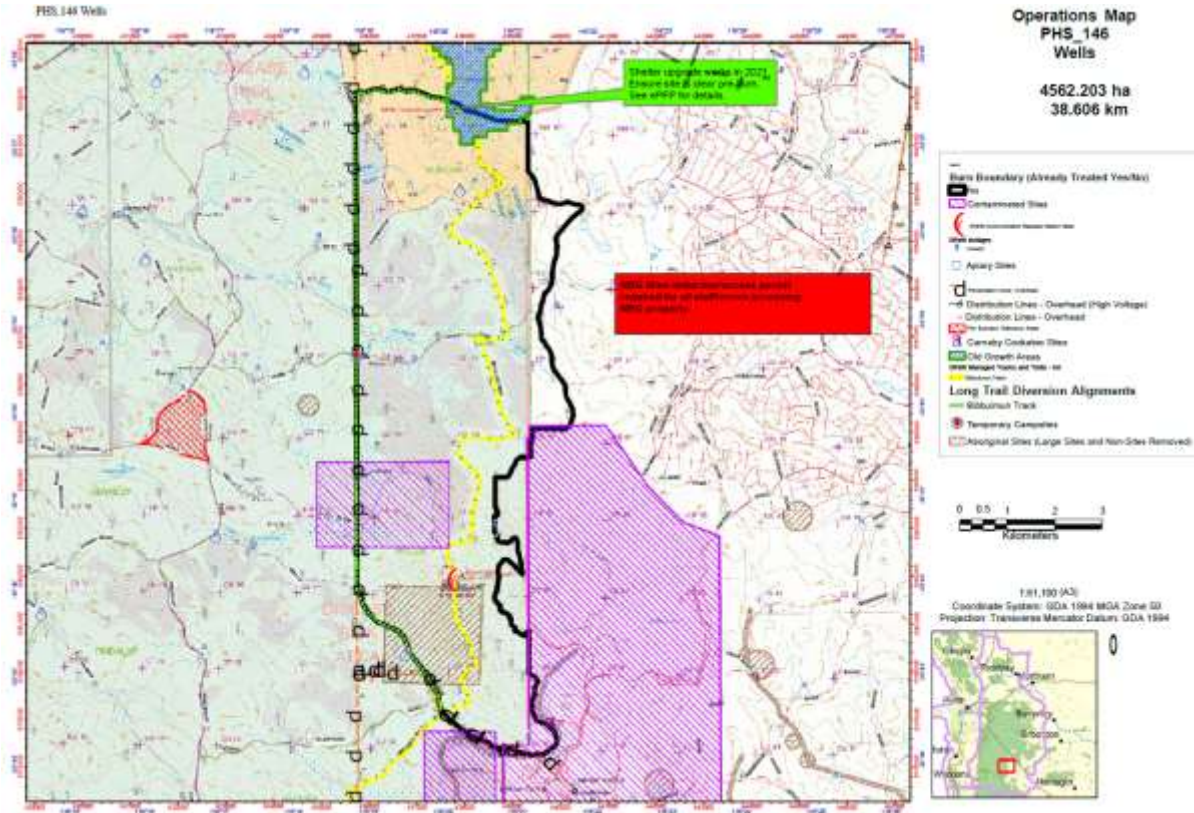
7.7 Saddleback Tree Farms – Glyn Yates

Glyn stated it has been quiet, no fires; burning has been done where replanting occurred. In the last few years 1000 hectares have been burned. A new disposal area is coming on site; clearing and burning will be done. The old truck and light units are there. The pines are being replanted.

7.9 Newmont Boddington Gold - Ryan Clarke

Newmont bushfire mitigation works Season 21/22

- In conjunction with DCBA
- Mt Wells Burn 4562ha
- 36km



7.10 South 32 - Wade Goodhill

Wade reported that the MOU with DFES has just been signed off. The CAB system is updated with local contacts and an order has been put in for 2 appliances. 12 new operators have been put on – they did basic fire and will do wildfire training by start of season.

Kingsley Foster entered room at 7:11pm.

7.11 Forest Product Commission Report – Greg Hodgson

Boddington Bushfire Advisory Meeting

24th August 2021

Boddington

Forest Products Commission Report

- FPC has now completed the establishment the Wespine owned property (Ex Lyster) on Tyler Rd Marradong to Radiata pine as pt of the states softwood expansion push to provide wood for the future demands. There is now 1016 ha of softwood established on the property where WESPINE is the property owner and FPC is the plantation manager.
- These state managed timber assets are a significant investment and pt of an expanding softwood plantation timber resource on private lands and are critical to the long-term viability of major sawmills in the southwest.
- FPC staff have liaised with Wespine staff and met recently with the FCO Bob Jones to review the Fire Plans (map) for this property and confirm the fire response process with FPC for other sites in the shire. (Primarily in the Marradong brigade area)
- FPC supports closely supervised grazing of the plantation once trees are large enough to reduce the grass fire risk and will monitor any impact son tree growth in the early stages.
- FPC also has several other sharefarm plantations within the shire and is a member of the FIFWA Planation Fire group so can assist FCO's with other fire management enquires as required.
- The FPC will again run its own Fire Duty Officer and Light attack / Truck roster over summer and will be monitoring all 000 reports through the DFES and DBCA reporting networks.
- The FPC Fire Duty Officer number is 9725 5288 can be contacted for any incidents that may threaten / impact the FPC plantations within the Shire to assist with a coordinated approach to any fire response.

Will look to maintain contact with key FCO's with FPC operations and activities within the Shire.

Kind Regards

Greg Hodgson

Manager Fire Protection

Forest Products Commission

ATTACHMENT 8.6.6

Level 2, 61 Victoria Street, Bunbury WA 6230 Phone: (08) 9725 5246 | Mobile: 0429 206600 | Email: greg.hodgson@fpc.wa.gov.au
Web: www.fpc.wa.gov.au | www.facebook.com/fpcwa | www.twitter.com/fpcwa

7.12 Department of Biodiversity, Conservation & Attractions (DBCA) - Steve Gunn

- Steve Gunn reported that there was a fire on Wuraming road.
- It has been a busy year burn wise, 4500 hectares burned west of the Gold Mine. 2 Burns were done North and South of Pinjarra Williams road.
- Burns were done at the western boundary of shire area – 850 hectares of it in the Shire of Boddington.
- A car fire occurred.
- Nothing is planned to burn within the shire in the near future.

8. BRIGADE BUSINESS - GENERAL

- Joshua Potts: reported that when Graham left, Josh discovered some medals – he met with DFES and sent email to all brigades re members who had/due to have medals.
- Several members are due medals. Please call Josh if assistance is needed- requests must come from the Captain. Michelle Reid will have the list. Some members have been here 50 years and there is no record of this.
- Crossman and Marradong want a light tanker
- Blake Halford (DFES) – regional office is happy to see more appliances in the region. Go through the shire regarding the process.
- Josh it would make for a quicker response.
- Bob Jones – asked if it makes alot of difference to have a red and blue truck.
- Brad Hardie – should 2 people be in the truck before it departs?
- Blake Halford (DFES) – preferable to have 2 but there is an understanding that it doesn't always happen in the country as someone may take the truck and meet the others at the destination.
- Bob Jones–000 calls are often sketchy - it is necessary to get there quickly to check out the situation as oftentimes, the location is elsewhere.
- Blake Halford – it comes down to safety.
- Steve Barratt: when a fire is attended in the country, the farm vehicles are the fast attacks, and they are depended on. At night it is more difficult as the farmers are in bed.
- It would be great to have the resources spread out more.
- Hand held radios – Josh has been trying to get them. Apparently some hand held radios disappeared – I need to get more radios – I have one my vehicle and one my office.
- Blake Halford: Each brigade is issued a hand held radio. If brigades want more, they need to purchase them.
- Marradong has one, Quindanning has none. Bodd has none. Crossman has one?.
- Steve Barratt: 6 were issued to each brigade. No documentation on where the radios go.
- Blake Halford: the radios are the way-ins and hand held (UHF) . You can't buy UHF via ESL.
- The way ins in the vehicles need to be tracked. They are not turned on, so need to be serviced every year.
- Bob Jones – need a record of wayin and others –2 vertex UHF handhelds were lost to contractors, went missing at lower Hotham fires 6 years ago. Not replaced.
- Every brigade got 2 of them. One was received from Greg Day .
- Blake Halford: will get the initial roll out to the Shire and Josh can do an audit.
- Plans are to go digital.
- The handhelds are not easy to obtain.

8.3 TRAINING CALENDAR

Marradong – Donk has completed the trainer assessor course. Should get more courses done in town now.

8.4 OTHER GENERAL BUSINESS

- Steve Barratt: Can the Shire consider providing food and drinks for the volunteers when shire burns are done? Each burn is 6 hours or more. Josh agreed, need CEO to sign off SOB is doing a burn – writing prescription.
- Blake Halford – even if LG burn, we can come out and support, provide advice etc.
- Steve Barratt:– Advised there are 3 in town he would like to do – they are very concerning.
- Blake Halford: - looking at a mitigation strike-force who are happy to assist.
- Josh asked to please remind people they need a permit to burn a verge.
- Jess Reid: asked if, once season is open and people burn toxic stuff, do fire officers have the right to tell people to put out fires burning toxic material?
- Blake Halford: there is legislation re burning tires so it should be under same category
- Josh: suggested asking DBCA
- DBCA – suggested that environmental regulation involved.
- Steve Barratt: was at tip on Sunday – mattress pile and green waste getting bigger.
- The green waste has to dry out before being lit.
- Can we mulch it and sell it? Josh advised this will be discussed.
- Mattresses – we are looking at ways to stop them being dumped in bush. Expensive to dispose of. Separated mattresses from green waste. Council made it free for people to take them to tip and shire will wear cost of disposing them properly.

- Brad Hardie – The hardware shop purchases are not big items. If under \$200 we shouldn't need a PO
- Josh –I need to keep track of purchases; Please check with me.
- This is a learning curve for me –
- Blake Halford: there is a set list of what you can buy with ESL money.
- Josh Potts: If this is done correctly, it will be easier to get more funding.
- Blake Halford: offered some contacts to help.
- Brad Hardie– asked about electric roller doors
- Josh Potts: stated that ESL doesn't cover it.
- Kingsley Foster: All the sheds should have electric doors except Crossman.
- Josh will look into this and advised he will get half face masks too.
- Brad Hardie: chainsaws are needed. Do people need chain saw tickets?
- Josh Potts– there is a chainsaw in the ranger vehicle.
- Kingsley Foster – they did not want us to have chain saws in the truck.
- Brad Hardie asked about training for car fires.
- Steve Barratt– electric cars have lithium batteries and no water should be put on them.
- Blake Halford: there are no circulars re electric cars – wear face masks and stay upwind and stay away.

ATTACHMENT 8.6.6

- Josh Potts– since there is an electric charge station, we need to address this.
- Glyn Yates: This could be onsite and do some training.
- Kingsley Foster: The gutters need to be cleaned at Quindanning fire shed
- Josh will speak to the Manager of Works & Services and also to the Crossman and Marradong shed.
- Bob Jones: Can the brigades wash their trucks down at the works depot – there are facilities there and they need to get fuel regardless?
- Josh Potts will follow up.
- Steve Barratt offered Bob Jones the Boddington shed.
- Josh did not think an airline is there but will investigate.
- Brad Hardie - regarding Fire break order – inspections – touch base with the captain.
- Josh Potts will try to get an early advertisement out for contractor to do firebreaks.
- It was pointed out that it is very hard to contact some absentee landowners. Steve Barratt advised they will burn on the weekend, leave town and the fire flares up.
- Julie Burton - the contact information for those absentee landowners will be attended to.

ATTACHMENT 8.6.6

8.4.1 Brigade training contact

- Brigade training contact to liaise between DFES and Brigade captains to try and streamline training. Volunteer required
- Josh will nominate Donk as a liaison between DFES and the brigades.

8.4.2 Permits for BBQ's during permit season

- Permits for BBQ's during permit season. Any easier way than writing out a full permit? Steve gets plenty of these toward the end of season. Possible SMS text will cover.
- Jess Reid questioned fire permits for BBQ –
- Steve Barratt receives 10 – 50 calls for permits on a weekend. For cooking/BBQ – can we make it that they don't need a permit?
- Blake Halford: if for cooking and not a total fire ban, don't need a permit. It depends on LG legislation. With writing permits – let the applicants approach you.
- Josh – we feel we need to check it out as what they describe is not the reality.
- Steve Barratt: I won't write a permit unless I see it.
- Blake Halford: each LG has its own permit books – can put in our own conditions – please double check the legislation – check local laws.
- Steve Barratt: it must be a contained vessel, to contain the coals. Josh will have a look at our local laws and liaise with the committee. If nothing addresses cooking fires, a text message will suffice.

9. CLOSURE

The meeting closed at 8:10pm.

10. ATTACHMENTS

- 10.1 Copy of Fire Access Track Order (Item 6.1)
- 10.2 Bush Fire Notice 2021/22 (Item 6.2)
- 10.3 Chief Bush Fire Control Officer's Report (Item 7.1)
- 10.4 Marradong BFB Report (Item 7.2)
- 10.5 Minutes of Crossman VBFB AGM (Item 7.3)
- 10.6 Minutes of Boddington BFB AGM (Item 7.5)

SHIRE OF BODDINGTON FIRE ACCESS TRACK ORDER 2021/22

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

<p>Prohibited Burning 15 December 2021 to 14 March 2022 inclusive</p>

<p>Restricted Burning 2 November 2021 to 14 December 2021 inclusive and from 15 March 2022 to 26 April 2022 inclusive</p>
--

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 2021
And maintained up to and including 26 April 2

**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 **1st 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 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.

ATTACHMENT 8.6.6

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.
- 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

ATTACHMENT 8.6.6

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.
- 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.

ATTACHMENT 8.6.6

- 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.

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-

ATTACHMENT 8.6.6
ATTACHMENT 10.1.2 -BUSH FIRE NOTICE 2021/22

KNOW YOUR FIRE RESPONSIBILITY

ALL PROPERTIES ARE TO BE FIRE SAFE BY 15 NOVEMBER 2021

The safety of our whole community is at stake

If you do not meet your responsibilities as outlined in this brochure, you may be fined a minimum of \$250 and be required to meet the cost of Council's efforts to make you comply with this Notice. Ultimately you could be liable for a maximum penalty of \$5,000—plus costs.

ADVICE IS AVAILABLE

Further advice on how to protect your home, when and how to burn is available from Ranger Services or your local Bush Fire Control Officer. If you have any questions, contact them.

BARBECUES

Gas and electric barbecues are permitted at any time under certain conditions. Check before lighting up.

Solid fuel barbecues are PROHIBITED ON DAYS THAT ARE FORECAST CATASTROPHIC, EXTREME, SEVERE OR VERY HIGH FIRE DANGER.

**IN THE EVENT OF A FIRE
CALL 000 FIRST**

AN EXPERT OFFICER HAS ALL THE LATEST CONTACT DETAILS FOR ALL LOCAL EMERGENCY SERVICES

WHEN AND HOW TO BURN DURING RESTRICTED PERIOD

YOU MUST HAVE A PERMIT FOR ALL FIRES INCLUDING INCINERATORS

IMPORTANT DATES TO REMEMBER		
RESTRICTED PERIOD	PROHIBITED BURNING PERIOD	RESTRICTED PERIOD
PERMIT REQUIRED	TOTAL FIRE BAN	PERMIT REQUIRED
2/11/2021 - 14/12/2021	15/12/2021-14/03/2022	15/03/2022-26/04/2022

HOW TO OBTAIN PERMITS

Burning permits can be obtained from your local Bush Fire Control Officer or the Shire Ranger

FIRE CONTROL OFFICERS		
Chief BFCO	William Batt	0427 988 705
Deputy Chief BFCO	Jesse Reid	0429 678 300
Boddington	Paul Patrick	0427 470 346
	Dave Thompson	0428 306 946
	Steve Barratt	0437 156 010
Crossman	Brad Hardie	0427 841 035
	Jeremy Lobb	0467 421 332
	Charlie Roberts	0428 311 726
	Greg Day	0427 838 137
Marradong	Robert Jones	0419 041 139
	Marc Roberts	0428 838 032
	Damien Batt	0429 110 911
	Glenn Wilson	0407 655 830
	Brant Lehmann	0427 267 773
	Adam Durack	0427 838 865
Quindanning	Kingsley Foster	0417 897 823
	Brad Morgan	0427 857 058
	Wayne Littleton	0488 220 213
	Aaron Foster	0437 445 871
Shire of Boddington	CEO	0428 949 824
	Josh Potts	0428 838 025

DBCA (prev DPaW) FIRE DUTY OFFICER 9295 9100

PERMIT CONDITIONS includes but 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; and
- Have water on site and a hose long enough to reach rear of fire.
- BURNING, EVEN WITH A PERMIT, IS PROHIBITED ON DAYS THAT ARE FORECAST CATASTROPHIC, EXTREME, SEVERE OR VERY HIGH DANGER.



2021/2022 BUSH FIRE NOTICE

As a landowner you have a responsibility to manage your property to reduce the risk of fire

This brochure advises what actions you must take by 15 November 2021 to avoid a fine



**Burning restrictions apply,
Please be aware of the dates**

ATTACHMENT 8.6.6 ATTACHMENT 10.1.2 -BUSH FIRE NOTICE 2021/22

BUSH FIRES ACT 1954

As a landowner or occupier you are required under the provisions of the Bush Fires Act 1954 to carry out fire prevention work on your property.

Please read this notice carefully—if there are any points that are not fully understood, please contact the Shire of Boddington, Phone (08) 9883 4999.

IMPORTANT INFORMATION RELATING TO YOUR RESPONSIBILITY AS A LANDOWNER IN THE SHIRE OF BODDINGTON

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954 you are required to carry out fire prevention work on land owned or occupied by you in accordance with the provisions of this Notice, to the satisfaction of Council or its duly authorised officers.

This work must be carried out by **15 November 2021** OR WITHIN **14 DAYS OF BECOMING THE OWNER OR OCCUPIER, SHOULD THIS BE AFTER THAT DATE** and kept maintained throughout the summer months until **26 April 2022**.

PERSONS WHO FAIL TO COMPLY WITH THE REQUIREMENTS OF THIS NOTICE MAY BE ISSUED WITH AN INFRINGEMENT NOTICE OR PROSECUTED. WHERE THE OWNER FAILS TO COMPLY WITH THE REQUISITIONS OF THE NOTICE, COUNCIL OR ITS DULY AUTHORISED OFFICERS WILL CARRY OUT THE REQUIRED WORK AT THE COST OF 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 **Friday, 01 October 2021** 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 Council, you shall comply with the requirements of this notice.

FIRE ACCESS TRACKS are spaces that can provide vehicle and pedestrian access in the case of fire. They shall be maintained, cleared of 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.

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.

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.

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.

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 Tracks.

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.

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 HECTARES OR LESS

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.

All lot/property holders provide for a Fire Access Track around the entire perimeter of their property.

An area 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all homesteads, buildings, haystacks and fuel storage areas. A 2.5 metre diameter low fuel area cleared of flammable material around all "green electrical domes" where underground power is provided to a lot, perimeter of all homesteads, buildings, haystacks and fuel storage areas.

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. 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

All town lots under 10,000 square metres in area and all fuel depots within the Shire are required to be cleared of all debris and flammable material to a height not more than 50mm.

Lots 10,000 square metres and over are to have a minimum 2.5 metre wide and 4.0 metre vertical clearance Fire Access Track installed immediately inside all external boundaries. An area 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all buildings and fuel storage areas.

INSPECTION AND COMPLIANCE

Council forwards a copy of this Fire Access Track Notice each year to all property owners. The Notice is also published in a local newspaper circulating the district. Additional copies are obtainable at the Ranger's and Council offices.

The requirements of this Notice are considered to be the minimum standard of fire prevention work required to protect not only individual properties, but the district generally.

In addition to the requirements of this Notice, Council may issue separate special orders on owners or occupiers if hazard removal is considered necessary.

Compliance Inspections will commence after 15 November 2021

PENALTIES (Bush Fires Act)	
Failure to maintain 2.5 metre fire-breaks or re-move flammable material	\$250
Offence relating to lighting fire in open air	\$250
Burning during prohibited burning times	\$250
Failure of occupier to extinguish a fire	\$250
Refusal to state name and address or giving false name and address	\$100
Failure to produce permit to burn	\$100

WHO CAN INSTALL A FIRE ACCESS TRACK FOR YOU?

If you are unable to install a firebreak yourself on your property, there are local contractors who may provide a service to install firebreaks. Contact the Shire of Boddington for contact details of these local contractors.

Chief Bush Fire Control Officer end of fire season report 20/21

After a very hot and windy harvest season where we had several harvest bans in place the summer fire season turned out to be fairly settled with minimal turn outs required within our shire this year.

An early assist with Williams shire with a harvester fire looked ominous for the start but then it settled right down. Early rains which then continued throughout the remaining fire season allowed us to finish both Prohibited and Permit seasons on time, something we have not done for several years, usually extending both.

A fire out on Wearne Rd on New Years Eve could have been nasty but luckily it was in a section of bush that had been recently burnt by DBCA so the fire did not get away and passer-bys had stopped the running fire prior to our arrival. A good turn out by all crews considering it was NYE.

We also contributed to a Upper Great Southern Strike Team dispatched to the Worooloo fire with the Crossman 4.4 and the high season Fast Attack with 4 volunteer firefighters. Certainly an interesting experience. The country around that area was challenging and makes our area here look almost flat.

Closer to home, DBCA have continued with the fire mitigation program close to us and with support from Newmont Boddington Gold were able to burn a large section between the power line and Tree farm which gives us good protection from potential fires to the NW of us so keep the planned smoke coming.

Despite the minimal turn outs, it is still good to have the support and back up of the Brigade Captains Steve, Brad, Jeremy, Bob and Kingsley as well as Jesse as the Deputy Chief so thank you all once again.

Good support was provided once again from DFES and having the DO's based close by in Narrogin makes things easier to maintain that good relationship. Same with the Boddington Shire with Josh being the main liaison with Graham having moved on. Thanks to all.

As we have been constantly bombarded with the rhetoric that we need to be vaccinated to get through this Covid-19 pandemic, I would encourage all crews to get on board and get vaccinated to protect each other and to set an example so we can come to some sort of "Covid Normal."

All the best for the 2021/22 fire season and here's hoping it too is another mild season.

William Batt



Marradong Volunteer Bush Fire Brigade.

6234 Pinjarra/Williams Road.

Marradong. 6390

Western Australia

Tel: 0419-041-139 Email: robbitybob1@gmail.com

2020-2021 Activity Report

The Brigade held its Annual General Meeting (AGM) at the fire station on Thursday 29th July 2021 at which time the following personal were reconfirmed as office bearers of the Marradong Volunteer Bush Fire Brigade for the coming 2021-2022 season.

Captain.	Robert Jones & FCO	143710
Secretary/Treasurer:	Mark Mulcahy.	169633
First Lieutenant	Damien Batt & FCO.	129759
Second Lieutenant.	Marc Roberts & FCO	173443
Third Lieutenant & Training/Equip Officer.	Brant Lehmann & FCO	170352
Fourth Lieutenant.	Brad Hewton.	171568
Fifth Lieutenant.	Glenn Wilson. & FCO	170353
Sixth Lieutenant.	Nick Hayward.	180351
Fire Control Officer:		
Adam Durack.	Fire Fighter & FCO	143897

Incidents:

The brigade turned out and attended to and/or assisted in the following fires &/or incidents;

Incident No: 506118 25-11-2020 Zilko Road. Williams. (Grass fire)

Incident No: 509848 30-12-2020 Wearne Road. (Car fire)

*Incident No: 512758 02-02-2021 Wooroloo/Bullsbrook.

*This was a five day deployment as part of a Great Southern Strike-Force to the Wooroloo Fires early in the year.

Fire Command Vehicle: (FCV)

The Fire Command Vehicle is all ready for deployment.

A big thank-you also to South-32 for supplying a fully stocked First Aid kit for the unit and several portable fire extinguishers.

A refrigerator and slide have been installed in the FCV. This was donated with sincere thanks from funds raised by the Woman's & Children's Group in Boddington.

The vehicle is currently stationed at the Marradong Fire Shed pending its permanent location at the Town Brigade Fire Station.

Ros Foster, Dee McBride, Carolyn Banks and Earl Schreiber have agreed to operate the vehicle in an emergency. A detailed set of operating instructions is being prepared including a short learning course specific to this particular Fire Command Vehicle. DFES have agreed to prepare and provide this course before the next fire season.

Accidents/Incidents:

No accidents, injuries or recordable incidents were reported by any member of the brigade during any of the call-outs attended.

IZUZU 2.4B Fire Appliance:

Year-to-date the appliance is 8 years old and has 20,000 Kms on the clock.

The tyres were replaced earlier in the year. (As per DFES Fleet & Equipment Service Specifications).

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It is in top condition and ready for any call-out that may occur.

Training Courses Attended:

The following DFES Training Courses held during the year were well attended by Marradong VBFB Members.

- On-Road Driving. (A two day course held in Boddington.)
- Off-Road Driving. (A two day course held in Narrogin.)

PPE:

Apart from a couple of new uniforms and torches needed, general PPE items and equipment appear to be adequate for the coming season. Gloves, masks and safety glasses are the only consumable items being needed for replacement.

Membership/Moral:

Active membership stands at around ten (10) and depends mainly upon mining shift work and rostered times from a total of twenty four (24) registered members. Moral in the brigade is high, with all members contributing to the efficient running of the brigade.

We acknowledge the passing of Mr. Peter Batt earlier this year. Peter was an original founding member of the Marradong Volunteer Bush Fire Brigade and held the position of Captain for many years. Our condolences to his wife Joan and sons William & Wayne and their families.

ESL Funding Requirement:

A separate itemized list of requirements and safety items requiring ESL Funding for 2021-22 has been submitted to the Boddington Shire Director of Corporate & Community Services and the Shire Ranger for procurement.

General matters for comment and action as required:

- Bituminise the entrance area of the Marradong fire shed and car park area to combat the road verge rainwater run-off damage. Severe erosion from recent rains has substantially damaged the approach area to the fire shed and requires immediate attention. If left unattended, it could develop into a major public safety issue.
- The fire season weekly radio schedule/check call-a-round? A complete up to-date list of all WAERN Radio users from ALL BRIGADES with names and call signs is required.

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- I would request that the Shire Depot on Farmers Avenue be utilised for the cleaning of all the fire appliances following return from an incident, as it has already in place, all the necessary wash-down and cleaning facilities required. This would also negate the necessity for each brigade to purchase equipment at great expense for this function. I.e.: air compressor/s, to blow-out the air filters, cleaners & breathers, a high pressure wash down unit/s, dedicated wash-down bay (to combat Die-Back etc) which would result in substantial savings to the LG and the individual brigades.

R.A.M. (Bob) Jones.

Captain & FCO.

Crossman Fire Brigade AGM Minutes 26th July 2021

Held at Crossman Fire Shed

Attendance: Brad Hardie, Michelle Reid, Charlie Roberts, Nick Hardie, Brad Whyte, Jess Mears, Jeremy Lobb, Dee McBride, David Hicks, Lew Smith, Lauren Malthius, Paul Lloyd, Tony Carlyon, Steven Ayres, Jess Reid, Julie Burton
Apologies: Tony Armitage, Peter Ricketts, Brenden Metcalf, Eric Davidse

1. Welcome	<ul style="list-style-type: none"> • Meeting commenced at 6.45pm 	Action
2. Previous Minutes	<ul style="list-style-type: none"> • AGM minutes from 29/06/2020 read by Secretary Michelle Reid. <ul style="list-style-type: none"> ○ Moved by Nick, second Jess 	
3. Treasurers Report	<ul style="list-style-type: none"> • Current bank balance \$7,165.94 <ul style="list-style-type: none"> ○ Purchase of freezer for ice machine \$500 • Petty cash \$0.00 	
4. Shire Report	<ul style="list-style-type: none"> • Julie (CEO) recognised the Brigades volunteers and the community being grateful to the team effort 	
5. Captains Report	<ul style="list-style-type: none"> • Co-Captain Brad Hardie thanked all members for their efforts • Co-Captain Jeremy Lobb thank you to the active members of the brigade. Another quiet year with vigilance completed by the property owners in planned burn offs. • Several members assisted in the large fires outside of the shire • Thank you to Charlie – ongoing maintenance on truck, equipment and the shed. • Thank you to Dee and Michelle for roles as Treasurer and Secretary 	
6. Correspondence In	<ul style="list-style-type: none"> • Letter of thank you from control burns • Request for incident reports • DFES request for active membership list • Continued correspondence with Bodd Shire 	
7. Correspondence Out	<ul style="list-style-type: none"> • Shire • DFES • Thank you letter to Robert Hair to be completed for donation of float pump 	Michelle
8. 2020/21 Office Bearers	<ul style="list-style-type: none"> • Fire Captain – Brad Hardie & Jeremy Lobb (joint role) • Secretary – Michelle Reid • Treasurer – Dee McBride 	

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ATTACHMENT 10.1.5 - MINUTES CROSSMAN BFB

	<ul style="list-style-type: none"> • 1st Lieutenant – Charlie Roberts • 2nd Lieutenant – Nick Hardie • 3rd Lieutenant – Steven Ayers • 4th Lieutenant – David Hicks • 5th Lieutenant – Tony Carlyon • Wandering fire control officer – Trevor Wessels • Mechanic – Charlie Roberts • Mechanic – Brad Whyte 	
9. General Business - Truck	<ul style="list-style-type: none"> • Has been left in good condition and ongoing maintenance completed • New flashing lights have been added • Charlie has lifted back hose reel up so increased clearance 	
10. General Business – Fire shed	<ul style="list-style-type: none"> • Full contact list and numbers to be updated put on the white board and inside truck • Skid tank – advertise to members and anyone conducting a burn that it is available for use • PPE – ask shire if we can have a small stock held in shed • Electric roller doors – as per DFES guidelines. Brad to bring up at Shire meeting 	Michelle Brad
11. Housekeeping	<ul style="list-style-type: none"> • Rodent problem in the shed. Michelle to contact Shire to organise baiting • Contact plumber to plumb in ice machine into kitchen to get out of the dust 	Michelle Charlie
12. General	<ul style="list-style-type: none"> • Currently metro plates on the truck – can we change to BT plates • Collared shirts for the brigade. Dee is going to organise a quote • Thankyou from Nick Hardie to the Brigade for assisting in a hay shed fire at his property during this fire season 	Brad Dee
13. Meeting close	<ul style="list-style-type: none"> • Meeting close at 7.33pm 	

ATTACHMENT 8.6.6
ATTACHMENT 10.1.5 - MINUTES CROSSMAN BFB

Office Bearers as at 30th June 2021

Position	Name	Phone	Email
Captain (joint role)	Brad Hardie	0427 884 1035	bardygrub@live.com.au
Captain (joint role)	Jeremy Lobb	0467 421 332	jandj.lobb@gmail.com
Secretary	Michelle Reid	0407 991 185	michellehardie1@hotmail.com
Treasurer	Dee McBride	0417 187 941	dee@activ8.net.au
1 st Lieutenant	Charlie Roberts	0428 311 726	reg25rob@yahoo.com.au
2 nd Lieutenant	Nick Hardie	0429 591 647	nicholas-676@hotmail.com
3 rd Lieutenant	Steven Ayres	0409 726 078	ayresy_rules@hotmail.com
4 th Lieutenant	David Hicks	0429 523 253	jacobiarni@icloud.com
5 th Lieutenant	Tony Carlyon	0429 806 086	lobblyons@bigpond.com
Wandering Fire	Trevor Wessels	0429 101 266	bannistersprings@bigpond.com
Mechanic	Charlie Roberts	0428 311 726	reg25rob@yahoo.com.au
Mechanic	Brad Whyte	0414 899 025	bradwhyte@hotmail.com

Boddington Volunteer Bushfire Brigade AGM

Minutes

Meeting Commenced: 1905

Present: Steve Barratt, Rae Barratt, Josh Potts, Georgia Crossman, Pete Clements, Paul Patrick, Jared Green, Rosie Newnham, Rowan Davenport, Dave Thompson

Guests: N/A

Apologies: Graham Thompson

Minutes of last meeting: Read by Steve Barratt. Second by Josh Potts.

All Positions declared vacant. 4th Lieutenant position removed.

President: Pete Clements

Captain: Steve Barratt

1st Lieutenant: Dave Thompson

2nd Lieutenant: Josh Potts

3rd Lieutenant: Jared Green

Secretary: Rae Barratt

Treasurer: Georgia Crossman

Fire Control Officer: Paul Patrick

Captains Report:

Welcome new recruit Rowan.

Reminder that those who do not attend training or call outs with the brigade, will be taken off the active call list. Congratulations to Josh on his new position within the Shire. Josh has taken over from Graeme Stanley as Emergency Services Liaison.

General Business:

Training will commence in 4-6 weeks once Steve is back on his feet. A new training calendar will be email to all volunteers in the next few weeks. Any DFES training can be registered for via the DFES portal.

A CPR refresher course will be organized for volunteers, prior to the start of Fire Season. If you are interested in attending, please let Steve know.

Quotes are being organized for the renovation of the Stations training room. Grant applications will be placed with the Shire as well as both Newmont and South 32 for funding of the renovation.

The Shire has requested that all hydrants be checked and remarked prior to Fire Season.

We have received confirmation from the Shire that we will not be going ahead with becoming a BA unit. The process would affect the way the Brigade would run and would have implications for the SES and rate payers within the Shire.

Paul Patrick and Graham Thompson have received medals to commemorate their many years of service within the Volunteer Bushfire Association. A Dinner is being organized for the 11th of September to celebrate their achievements and present their awards.

Honor Boards are also being organized to commemorate Life members and those who have received service awards.

Meeting Closed 2005

8.6.7 Request for Fee Waiver

Location:	Not Applicable
Applicant:	Ms Gabe Roberts
File Ref. No:	FINM013
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachment:	Nil

Summary

Council is to consider waiving the cost of the fees for the Recreation Centre, to support a fundraising event for a local family.

Background

A local member of the community has put forward a request for a fee waiver, or reduction, to support the Fight for Charli Fundraiser event. The event is a family activity and fun day to raise funds for the Williams family of Boddington.

Comment

Waiving of fees in this instance will allow more of the total fundraising effort to be provided towards the family who are in need of significant funding for health services.

Council should consider the impact of this decision in terms of setting a precedent for further applications. While in general, fee waivers might not be recommended for fundraising activities, in this instance, as it is a one off effort for a specific cause rather than to support an ongoing activity or group, the officer recommendation is to apply a full waiver of the hire fees.

Strategic Implications

The 2019 – 2029 Strategic Community Plan identifies the importance of building a strong and healthy community.

Pillar 1: A vibrant and connected community – An inclusive and engage community.
1.12 Support opportunities for volunteering and community connection.

Statutory Environment

Nil

Policy Implications

Council does not have a policy that guides the application of fee waivers or discounts.

Delegation F-9 provides authority for the CEO to waive fees, however, imposes a limit of \$20, which means a Council decision is required in this instance.

Financial Implications

The Recreation Centre fees are \$316 per 24 hour period.

Economic Implications

Nil

Social Implications

The support for the family is gaining momentum throughout the community, and provides an opportunity for the family as well as others, to connect for a worthy cause.

Environmental Considerations

Nil

Consultation

Nil

Options

Council can resolve to:

1. support a full fee waiver,
2. support a fee reduction; or
3. not support a waiver or reduction.

Voting Requirements

Absolute Majority

COUNCIL DECISION – ITEM 8.6.7

COUNCIL RESOLUTION: 104/21

Moved: Cr Manez

That Council support the waiving of all Boddington Recreation Centre venue hire fees for the Fight for Charli Fundraiser event on the weekend of 11 and 12 September 2021.

Seconded: Cr Schreiber

Carried: 6/0

9. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN:

Nil

RESOLUTION: 105/21

Cr Schreiber

That Council

That Council, in accordance with Clause 4.2 of the Shire of Boddington Standing Orders Local Law & Policy, approve the introduction of Late Item 8.6.3 Differential Rates, for consideration at this meeting.

Seconded: Cr Webster

Carried: 6/0

10. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:

10.1.1 Extraordinary Election

Location:	Not Applicable
Applicant:	Not Applicable
File Ref. No:	GOVN002
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	10.1.1A Election Timetable Options x 2

Summary

Council is requested to consider the options for the holding of an Extraordinary Election following the close of nominations on 9 September 2021.

Background

At the close of nominations for the 2021 Local Government Elections, two (2) nominations were received and the candidates were declared elected. As there were four (4) vacancies, there is a requirement to have an extraordinary election within four (4) months of the vacancy occurring.

Comment

When applying the requirements of section 4.9 of the *Local Government Act 1995*, Council or the President needs to fix the date within one month after 10 September 2021 (s.4.9(1)). Further, the extraordinary election needs to occur within 4 months after the 10 September 2021, unless otherwise approved by the Electoral Commissioner (s.4.9(2)).

An electoral roll is to be prepared for each election, except for some extraordinary elections. A new roll need not be prepared for an extraordinary election if the Election Day is less than 100 days after the Election Day for another election for the local government, i.e. is held before the 24 January 2022. This is subject to the CEO and the Electoral Commissioner agreeing that the earlier roll is suitable for use for the extraordinary election.

If the Council or President decide on a date for the extraordinary election before 24 January 2022, the existing roll can be used with the approval of the Electoral Commissioner. If Council would like to give eligible electors an opportunity to apply to go on the roll for the extraordinary election, a process of advertising will need to be undertaken.

Discussions have been held with the Western Australian Electoral Commission regarding the options for dates. The key dates the WAEC recommended to consider when setting an election date are the close of roll, and the receiving of nominations. Due to this, the WAEC recommends either December or late February. Draft timetables are attached (10.1.1A) which propose the options for the Election Day being:

- Friday, 17 December 2021
 - Close of roll: 28 October 2021
 - Nominations open: 3 November 2021
 - Nominations close: 10 November 2021

- Friday 25 February 2022
 - Close of roll: 6 January 2022
 - Nominations open: 12 January 2022
 - Nominations close: 19 January 2022

The last Council meeting for the 2021 calendar year is 16 December 2021, with the first meeting for 2022 being on 17 February 2022. Delaying the election until February would mean that the Council meeting in February will continue to be conducted with a total of five (5) Council members. There will be no other impact on the number of Councillors at Ordinary Council Meetings, due to the December election date proposed being after the December Council Meeting, and there being no January meetings scheduled.

The application process for an extension to the end of February 2022, in accordance with s4.9 (2) of the Act, has been discussed with WAEC staff, and is supported.

Strategic Implications

Nil

Statutory Environment

Local Government Act 1995

4.37. New roll for each election

- 1) An electoral roll is to be prepared for the election.
- 2) If the district is not divided into wards the same electoral roll can be used for the election of an elector mayor or president and the election of a councillor or councillors.
- 3) A new electoral roll need not be prepared for the election if —
 - a) it is an extraordinary election the election day for which is less than 100 days after the election day for another election; and
 - b) the CEO, with the approval of the Electoral Commissioner, decides that the roll that was used for the earlier election is suitable for use at the extraordinary election.

4.9. Election day for extraordinary election

- 1) Any poll needed for an extraordinary election is to be held on a day decided on and fixed —
 - a) by the mayor or president, in writing, if a day has not already been fixed under paragraph (b); or
 - b) by the council at a meeting held within one month after the vacancy occurs, if a day has not already been fixed under paragraph (a).
- 2) The election day fixed for an extraordinary election is to be a day that allows enough time for the electoral requirements to be complied with but, unless the Electoral Commissioner approves or section 4.10(b) applies, it cannot be later than 4 months after the vacancy occurs.
- 3)

Policy Implications

Nil

Financial Implications

Additional costs to facilitate the election process will be incurred, however, these will be kept to a minimum through conducting the election process in-house, and sharing of advertising costs with other local governments where this is possible.

Economic Implications

Nil

Social Implications

The timing of the election process during the Christmas and New Year period is not ideal, and therefore the recommendation is to delay the election until February. If Council choose a December 2021 date, absent or postal voting is available for those ratepayers and residents who may not be available to vote in person on the day.

Environmental Considerations

Nil

Consultation

Western Australian Electoral Commission

Options

Council may choose to:

1. Amend the dates of the election, within legislative guidelines.
2. Choose to use the existing electoral roll where the election is less than 100 days after the election day.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 10.1.1

COUNCIL RESOLUTION: 106/21

Moved: Cr Webster

That Council agrees to conduct an 'in person' Extraordinary Election to fill two (2) vacancies on Friday 25 February 2022, and invites eligible electors to be included on a new electoral role.

Seconded: Cr Erasmus

Carried: 6/0

11. CONFIDENTIAL ITEM:

Nil

ATTACHMENT 10.1.1



Department of
Local Government, Sport
and Cultural Industries



Elections Timetable Template Local Government Elections 2021

Enter election date>> 17-12-21

Note: Please manually adjust dates in the 'Date' column which fall on a public holiday to the next business day.

	Days from Polling Day	Election Activities or Events	Relevant Act sections or Regulations	Day	Date
	80	Last day for local governments to gain agreement from the Electoral Commissioner to conduct the election (compulsory if intent is to hold a postal election).	LGA s4.20 (2)(3)(4) LGA s4.61 (2)(4)	Tue	28-09-21
	80	A decision for the Electoral Commissioner to conduct the election cannot be rescinded after this day.	LGA s4.20(6) LGA s4.61(5)	Tue	28-09-21
	70 to 56	Between these days, the CEO of the local government is to give Statewide public notice of the closing date and time for elector enrolments.	LGA s4.39(2)	Fri to Fri	08-10-21 to 22-10-21
	56	Last day for the local government's CEO to advise the Electoral Commissioner of the need to prepare an updated residents roll.	LGA s4.40(1)	Fri	22-10-21
Close of Rolls	56	Advertising may begin for council nominations from 56 days, and no later than 45 days, before election day.	LGA s4.47(1)	Fri	22-10-21
	50	Close of Rolls – 5.00pm	LGA 4.39(1)	Thu	28-10-21
Nominations Open	45	Last day for advertisement to be placed calling for council nominations.	LGA s4.47(1)	Tue	02-11-21
	44	Nominations Open First day for candidates to lodge completed nomination papers, in the prescribed form, with the Returning Officer. Nominations are open for 8 days.	LGA s4.49(a)	Wed	03-11-21
Close of Nominations	38	If a candidate's nomination is withdrawn not later than 4.00pm on this day, the candidate's deposit is to be refunded.	LGA s4.50 Reg. 27(5)	Tue	09-11-21
	37	Close of Nominations – 4.00pm	LGA 4.49(a)	Wed	10-11-21
	36	Last day for the Electoral Commissioner to prepare an updated residents roll for the election. Last day for the local government's CEO to prepare an owners and occupiers roll.	LGA s4.40(2) LGA s4.41(1)	Thu	11-11-21
	36	Returning Officer to give Statewide public notice of the election as soon as practicable but no later than 19 days before election day.	LGA s4.64(1)	As soon as practicable	
	22	The preparation of any consolidated roll (combined roll of residents, owners and occupiers) under regulation 18(1) is to be completed on or before this day.	LGA s4.38(1) Reg. 18(1)(2)	Thu	25-11-21
	19	Last day for the Returning Officer to give Statewide public notice of the election.	LGA s4.64(1)	Sun	28-11-21
	4	Close of absent voting and close of postal vote applications for 'voting in person' elections – 4.00pm.	LGA s4.68(1)(c) Reg. 37(3)(4)	Mon	13-12-21
Election Day	1	Close of early voting for 'voting in person' elections – 4.00pm.	LGA s4.71(1)(e) Reg. 59(2)	Thu	16-12-21
	0	Election Day Close of poll – 6.00pm.	LGA s4.7 LGA s4.68(1)(e)	Fri	17-12-21
	2	Election results declared and published.	LGA s4.77	As soon as practicable	
	2 - 14	Report to Minister. The report relating to an election under section 4.79 is to be provided to the Minister within 14 days after the declaration of the result of the election. (See Online 'Form 20' at www.dlqc.wa.gov.au)	LGA s4.79(1)(2) Reg. 81	As soon as practicable	
	Within 28 days of result publication	An invalidity complaint can be made to a Court of Disputed Returns, constituted by a magistrate, but can only be made within 28 days after notice is given of the result of the election.	LGA s4.81(1)	As applicable	
	Within 2 months of result declaration	Newly elected members to make their declarations of office.	LGA s2.29(1)(2) LGA s2.32(c) LGA s2.34(1)(c)	As soon as practicable	
	Within 3 months of members making declarations	Newly elected members to lodge their Primary Returns with the local government's CEO.	LGA s5.75(1)	As soon as practicable	

* All Act sections refer to the Local Government Act 1995. All regulations refer to the Local Government (Elections) Regulations 1997.



Elections Timetable Template

Local Government Elections 2021

Enter election date>> 25-02-22

Note: Please manually adjust dates in the 'Date' column which fall on a public holiday to the next business day.

	Days from Polling Day	Election Activities or Events	Relevant Act sections or Regulations	Day	Date
	80	Last day for local governments to gain agreement from the Electoral Commissioner to conduct the election (compulsory if intent is to hold a postal election).	LGA s4.20 (2)(3)(4) LGA s4.61 (2)(4)	Tue	07-12-21
	80	A decision for the Electoral Commissioner to conduct the election cannot be rescinded after this day.	LGA s4.20(6) LGA s4.61(5)	Tue	07-12-21
	70 to 56	Between these days, the CEO of the local government is to give Statewide public notice of the closing date and time for elector enrolments.	LGA s4.39(2)	Fri to Fri	17-12-21 to 31-12-21
	56	Last day for the local government's CEO to advise the Electoral Commissioner of the need to prepare an updated residents roll.	LGA s4.40(1)	Fri	31-12-21
Close of Rolls	56	Advertising may begin for council nominations from 56 days, and no later than 45 days, before election day.	LGA s4.47(1)	Fri	31-12-21
	50	Close of Rolls – 5.00pm	LGA 4.39(1)	Thu	06-01-22
Nominations Open	45	Last day for advertisement to be placed calling for council nominations.	LGA s4.47(1)	Tue	11-01-22
	44	Nominations Open First day for candidates to lodge completed nomination papers, in the prescribed form, with the Returning Officer. Nominations are open for 8 days.	LGA s4.49(a)	Wed	12-01-22
Close of Nominations	38	If a candidate's nomination is withdrawn not later than 4.00pm on this day, the candidate's deposit is to be refunded.	LGA s4.50 Reg. 27(5)	Tue	18-01-22
	37	Close of Nominations – 4.00pm	LGA 4.49(a)	Wed	19-01-22
	36	Last day for the Electoral Commissioner to prepare an updated residents roll for the election. Last day for the local government's CEO to prepare an owners and occupiers roll.	LGA s4.40(2) LGA s4.41(1)	Thu	20-01-22
	36	Returning Officer to give Statewide public notice of the election as soon as practicable but no later than 19 days before election day.	LGA s4.64(1)	As soon as practicable	
	22	The preparation of any consolidated roll (combined roll of residents, owners and occupiers) under regulation 18(1) is to be completed on or before this day.	LGA s4.38(1) Reg. 18(1)(2)	Thu	03-02-22
	19	Last day for the Returning Officer to give Statewide public notice of the election.	LGA s4.64(1)	Sun	06-02-22
	4	Close of absent voting and close of postal vote applications for 'voting in person' elections – 4.00pm.	LGA s4.68(1)(c) Reg. 37(3)(4)	Mon	21-02-22
Election Day	1	Close of early voting for 'voting in person' elections – 4.00pm.	LGA s4.71(1)(e) Reg. 59(2)	Thu	24-02-22
	0	Election Day Close of poll – 6.00pm.	LGA s4.7 LGA s4.68(1)(e)	Fri	25-02-22
	2	Election results declared and published.	LGA s4.77	As soon as practicable	
	2 - 14	Report to Minister. The report relating to an election under section 4.79 is to be provided to the Minister within 14 days after the declaration of the result of the election. (See Online 'Form 20' at www.dlcc.wa.gov.au)	LGA s4.79(1)(2) Reg. 81	As soon as practicable	
	Within 28 days of result publication	An invalidity complaint can be made to a Court of Disputed Returns, constituted by a magistrate, but can only be made within 28 days after notice is given of the result of the election.	LGA s4.81(1)	As applicable	
	Within 2 months of result declaration	Newly elected members to make their declarations of office.	LGA s2.29(1)(2) LGA s2.32(c) LGA s2.34(1)(c)	As soon as practicable	
	Within 3 months of members making declarations	Newly elected members to lodge their Primary Returns with the local government's CEO.	LGA s5.75(1)	As soon as practicable	

* All Act sections refer to the Local Government Act 1995. All regulations refer to the Local Government (Elections) Regulations 1997.

12. CLOSURE OF MEETING:

There being no further business, Garry Ventris, Shire President declared the meeting closed at: 6:30pm.

These minutes were confirmed by Garry Ventris, Shire President on 21 October 2021

GARRY VENTRIS
(Shire President)