



Special Council Minutes Index – 15 August 2019

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Minutes of A Special Meeting of Council held on Thursday, 15 August 2019 in the Council Chambers Bridgetown, commencing at 5.30pm, called for the purpose of:

1. Consideration of final conceptual plans for the proposed mine access road in Greenbushes; and
2. Adoption of Council's 2019/20 budget.

The Presiding member opened the meeting at 5.30pm

Acknowledgment of Country – Presiding Member

On behalf of the Councillors, staff and gallery, I acknowledge the Noongar People, the Traditional Custodians of the land on which we are gathered, and pay my respects to their Elders past, present and emerging.

Attendance, Apologies and Leave of Absence

President	- Cr A Pratico
Councillors	- J Bookless
	- J Boyle
	- D Mackman
	- J Moore
	- J Nicholas
	- P Scallan
In Attendance	- T Clynch, CEO
	- E Denniss, Executive Manager Community Services
	- M Larkworthy, Executive Manager Corporate Services
	- G Arlandoo, Executive Manager Development & Infrastructure
	- T Lockley, Executive Assistant
Apologies	- Cr A Wilson

Attendance of Gallery

T&M Lansdell, B Vernon, C Dawson

Public Question Time - Nil

Petitions/Deputations/Presentations - Nil

Comments on Agenda Items by Parties with an Interest

T Lansdell – SpC.01/0819 - Proposed Mine Access Road
Ms Lansdell spoke against the officer recommendation

C Dawson – SpC.01/0819 - Proposed Mine Access Road
Mr Dawson spoke in support of the officer recommendation

Notification of Disclosures of Interest

Section 5.65 or 5.70 of the Local Government Act requires a Member or Officer who has an interest in any matter to be discussed at a Committee/Council Meeting that will be attended by the Member or Officer must disclose the nature of the interest in a written notice given to the Chief Executive Officer before the meeting; or at the meeting before the matter is discussed.

A Member who makes a disclosure under Section 5.65 or 5.70 must not preside at the part of the meeting relating to the matter; or participate in; or be present during, any discussion or decision making procedure relating to the matter, unless allowed by the Committee/Council. If Committee/Council allow a Member to speak, the extent of the interest must also be stated.

Name	Cr Scallan
Type of Interest	Financial
Item No.	SpC.01/0819 – Proposed Mine Access Road
Nature of Interest	Employed by the Proponent

Business Items

Cr Scallan declared a Financial Interest in Item SpC.01/0819 as he is an employee of the proponent. Cr Scallan vacated the Meeting at 5.58pm.

ITEM NO.	SpC.01/0819	FILE REF.	
SUBJECT	Proposed Mine Access Road		
PROPONENT	Talison Lithium Pty Ltd		
OFFICER	Chief Executive Officer		
DATE OF REPORT	7 August 2019		

Attachment 1 Detailed Alignment Plan for Mine Access Road
Attachment 2 Copy of Submission

OFFICER RECOMMENDATION that Council:

- 1. Note the submission received on the revised mine access road proposal.*
- 2. Approve the detailed alignment plans for the proposed mine access road noting that construction drawings will be required for local government approval as an operational function. At the time of submitting construction drawings the proponent is to submit an entry statement plan detailing any proposed landscaping and final details of the proposed location of the tin man sculpture and entry signage.*
- 3. Notes that in addition to its approval the approval of relevant Government agencies will be required for this proposal to proceed, including excise of land from State Forest and creation of a gazetted road reserve.*

4. *Notes that Talison Lithium Pty Ltd is able to construct the mine access road as a mining proposal under its existing mining approvals. Until such time as the road is dedicated as a public road, public road access to the Greenbushes Sportsground and Greenbushes Pool is to be maintained.*
5. *Reaffirms its position resolved at its January 2019 meeting, noting the potential reopening of the rail line between Greenbushes and Picton is currently being investigated by State Government agencies, the rail corridor lessee and industry, including Talison Lithium. In-principle Council supports the reopening of the rail from Greenbushes northwards but acknowledges the need for a full business case to be developed to the satisfaction of all parties for this to be progressed.*

Summary/Purpose

In 2018 Talison Lithium Pty Ltd commenced investigating options for construction of a new access road between South Western Highway and the mine site as an alternative to using Stanifer Street through Greenbushes townsite as its principal access route. The road would be created as a public road under the control of the Shire of Bridgetown-Greenbushes and would be accessible by all licensed vehicles and not just mine traffic.

At its January 2019 meeting Council noted submissions received on the proposed mine access road and approved in-principle the proposed route subject to four areas of concern being addressed in the detailed design plans, being:

- i. Pedestrian crossings near the Greenbushes Sportsground and any walk trail crossing points;
- ii. All intersection design and treatments;
- iii. The need for fencing in proximity to Greenbushes Pool; and
- iv. Noise attenuation design especially in proximity to Greenbushes Pool and Greenbushes Sportsground.

Talison Lithium established a community reference group to assist in addressing the above issues and considering the final alignment of the proposed road.

Upon completion of the plans (refer Attachment 1) Talison Lithium placed the plans on display for a 2 week period at the Greenbushes Community Resource Centre and promoted locally the opportunity for interested members of the public to view the plans. Although no formal consultation period was undertaken by the Shire for the revised plans all previous persons that provided a submission on the original concept plans were emailed to provide those persons an opportunity to provide further comments. One person took this opportunity and lodged a submission (refer Attachment 2)

Talison Lithium is seeking endorsement of the revised the detailed alignment plans showing the alignment and conceptual design of the proposed mine access road. Subject to this approval being obtained Talison Lithium would then proceed to preparing detailed design plans and construction drawings. These plans would be approved by the CEO and/or delegated officers as an operational task, similar to any other road construction drawing.

It is recommended that Council grant approval in principle to the detailed alignment plans for the proposed mine access road noting that the approval of other agencies will be required to excise the land from its current State Forest classification and to create and dedicate the road reserve as a local road. This process is likely to take some time to occur and the intention of Talison Lithium is to proceed with construction of the road as a mining proposal. This means that until creation of the road reserve occurs the road would have the status of a private road. Maintaining public road access to the Greenbushes Sportsground and Greenbushes Pool will be necessary during this period.

Background

The current and future expansion of the Talison Lithium mine at Greenbushes will increase the production of spodumene ore and mineral concentrate from the mine which in turn will result in an increase in traffic movements to and from the mine.

The mining rate will increase to an annual average of approximately 16 million bank cubic metres (Mbcm) because of the expansion and may reach up to 25 Mbcm. Processing of the ore is expected to produce between 2.3 and 2.7 million tonnes per annum (Mtpa) of lithium bearing mineral concentrate.

Lithium mineral concentrates from the Mine will continue to be transported to both the Ports of Bunbury and Fremantle (limited volumes) for export as per current arrangements and will also be transported to provide feedstock supply to the Tianqi Lithium Process Plant under construction in Kwinana and the Albemarle Lithium Process Plant under construction in the Kemerton Strategic Industrial Area located to the north of Bunbury.

In 2018 Talison Lithium Pty Ltd engaged a civil consultant to investigate options to provide mine access for trucks accessing the mine which did not require them to traverse through the Greenbushes townsite. Talison also engaged specialist consultants to carry out Flora, Fauna and Heritage surveys along the above routes to understand potential impacts.

The above investigations led to a route being identified for a new road commencing near the Greenbushes Sportsground and ending opposite the mine entrance on Maranup Ford Road. The new road would intersect with South Western Highway near the existing northern town entrance with a new slip lane being constructed on the highway to tie into the existing passing lane further north. The existing access road into Greenbushes Sportsground would be removed with a new entrance road into the Sportsground to run off mine access road. From the sportsground to Maranup Ford Road the new mine access road would generally follow the alignment of an existing old haul road with minor deviations/modifications to take account of geometric safety concerns, higher value vegetation and to increase separation from the Greenbushes Pool. At the Maranup Ford Road end the mine access road would intersect at the mine entrance.

A concept plan was presented to Council's January 2019 meeting where the following was resolved:

C.03/0119a That Council:

- 1. Note the submissions received on the mine access road proposal.*
- 2. Notes that in addition to its approval the approval of relevant Government agencies will be required for this proposal to proceed.*
- 3. Approve in principle the proposed route of the mine access road noting that detailed road design plans will be required for local government approval.*
- 4. Notes the potential reopening of the rail line between Greenbushes and Picton, with further upgrades to the line between Picton and the Bunbury Port, Picton and Kemerton complete with in-loading and out-loading facilities at Greenbushes, Bunbury Port, Kemerton and Kwinana, is currently being investigated by State Government agencies, the rail corridor lessee and industry, including Talison Lithium. In-principle Council supports the reopening of the rail from Greenbushes northwards but acknowledges the need for a full business case to be developed to the satisfaction of all parties for this to be progressed, and that the community impacts of the reopening of the line be evaluated against the potential benefits of mitigating some of the future truck movements.*
- 5. Requests the CEO to liaise with the proponent to ensure that the following areas of concern are addressed in the detailed design plans:*
 - i. Pedestrian crossings near the Greenbushes Sportsground and any walk trail crossing points;*
 - ii. All intersection design and treatments;*
 - iii. The need for fencing in proximity to Greenbushes Pool; and*
 - iv. Noise attenuation design especially in proximity to Greenbushes Pool and Greenbushes Sportsground.*

Following the above decision Talison Lithium created a community reference group to assist with development of the final alignment plans. In addition to representatives from Talison Lithium and its consultants the community reference group had two representatives from Grow Greenbushes (Mr Terry Cooper and Mr Trevor Eaton) and the Shire (CEO).

The following changes have been made to the concept plans considered in January:

- Pedestrian crossing has been added to the design at the sports ground;
- Inclusion of wildlife crossing points into the design at strategic points;
- Plans include screening at the Greenbushes Pool;
- Improved access onto the Spring Gully Road;
- Addition of a parking bay at a location near the mine site;
- Redesign works to improve the access to the sports ground; and
- Revised and re-modelled drainage works along the road section.

A plan of this proposed alignment forms an attachment to this agenda item (Attachment 1).

The proposed mine access road is proposed to be a public road and would not be restricted to mine trucks/vehicles only. After construction the road would be created as a public road reserve under the care and control of the Shire noting however that construction of the road would be fully funded by Talison Lithium Pty Ltd.

Upon completion of the plans Talison Lithium placed the plans on display for a 2 week period at the Greenbushes Community Resource Centre and promoted locally the opportunity for interested members of the public to view the plans. Talison staff were in attendance on Wednesday 17 July 2019 and Wednesday 24 July 2019 at the Greenbushes Community Resource Centre to discuss the plans with interested members of the public. The Shire CEO attended the CRC on and Wednesday 24 July 2019 for the same purpose.

Although no formal consultation period was undertaken for the revised plans the Shire did email all previous persons that provided a submission on the original concept plans to provide those persons an opportunity to provide further comments. One person took this opportunity and lodged a submission (refer Attachment 2).

The points raised in the submission and responses to those points are detailed below.

Summary of Submission	Response
<p>Talison has indicated the current plans drawn and submitted are for this road to be initially utilised as 'mine traffic only'. However, Talison also state it is highly likely to become a public road and therefore Shire owned. Therefore, shouldn't these plans reflect how to minimise the impact of the <i>greater potential traffic flow</i> that was stated at the Shire meeting as 1500 vehicles per day – not just a few hundred trucks per day?</p>	<p>The road is being planned and designed to function as a public road.</p> <p>Talison Lithium has advised that the estimated traffic volume on the proposed access road is 1,360 light vehicles and 199 trucks per day by 2027. The road design can cater for the estimated number of vehicle movements.</p>
<p>Talison's efforts to readjust the alignment of the access road to slightly increase the distance from the Greenbushes Pool and to include on their plans the sound walls to reduce the noise pollution are appreciated.</p> <p>Talison could have included a planting plan of what they will plant on these sound walls and how they will maintain them to ensure that they function to their greatest capacity as well as serve as beautifying the area. This extra information would show their commitment to reducing their impacts on this popular recreation spot.</p>	<p>Noted.</p> <p>No planting of the sound walls is proposed. In addition to the proposal for the sound wall the alignment of the road has also been moved further away from the Greenbushes Pool in order to protect the amenity of that area.</p>
<p>Talison have made no efforts on their plans to show how they will minimise and reduce the road pollution runoff into the conservation water-shed area for the</p>	<p>The distance from the proposed road to Schwenkes Dam is approximately 400 metres in which vegetation, albeit degraded</p>

<p>Schwenkes wetlands. Taking into account that this was a Federally funded 3-year effort with 1 million dollars from the federal government and substantial in-kind support and efforts from Talison, the local and wider communities and Blackwood Basin Group in creating this conservation area, I expected to see on their plan much more considered care & moral obligations to protect it.</p> <p>There are many ways road pollution runoff can be intercepted and thereby minimising any environmental impacts of potential gross pollutants, sediment, nutrients, heavy metals and hydrocarbons entering the wetlands water-shed area.</p> <p>Suggestion:</p> <p>a) Compensating basins and swales with extensive reed plantings to help bio-filter the water at the very least.</p>	<p>vegetation exists. This is seen as being a suitable separation distance without the need for compensating basins or swales. If the Shire was constructing a road in the same circumstances it is unlikely that compensating basins or swales would be included in the design.</p>
<p>The inclusion of a wildlife underpass on the plan is helpful. Adding some rope ladder crossings for possums, phascogales and other nocturnal tree climbing marsupials would enhance these efforts. A study on efforts near Busselton has shown remarkably quick habituation and high use of rope bridges.</p>	<p>Wildlife crossings would only be effective if both sides of the road were to be fenced so that wildlife would be limited to using the crossings only. Noting that no other roads in the vicinity, including South Western Highway are fenced, there doesn't seem a need to impose such a requirement.</p> <p>Whilst it isn't recommended this be made a condition of approval the installation of rope ladder crossings can be considered by the proponent as part of its environmental management of its mining area.</p>
<p>All habitat clearing for road purposes should have an offset plan. No details are given about how Talison and the Shire will offset the clearing of such a huge area of bushland for road construction. The area is regularly referred to as being rehabilitated land with many weedy species, but it is also bushland with abundant native species, wildflowers, watering holes and is therefore still important habitat for endemic flora and fauna. These impacts should be addressed with an offset plan.</p>	<p>It is acknowledged that some clearing will be required for construction of the road but taking into account the length of the road, width of the proposed road carriageway, width of the proposed road reserve and existing cleared areas the extent of clearing is estimated at around 3.5ha in area.</p> <p>Local Government approval is only required for the proposed road and any clearing associated with mining activities doesn't require local government approval. Clearing for the road would be around 3.5ha in area taking into account the length of the road (approximately 2.8km) and the width of the road reserve less any existing cleared areas.</p>

	<p>The Shire is aware that Talison have some requirements for offset plantings under its environmental approvals. Those approvals include the area proposed for the mine access road.</p> <p>It is noted that approximately 30% of the length of the proposed mine access road will follow existing tracks thereby minimising clearing on those sections. The proposed road reserve would have a width of 20 metres and it is expected that a significant portion of the road reserve would be cleared to accommodate construction of the road. Talison has engaged consultants to undertake flora and fauna surveys of its proposed infrastructure corridors, including the route of the proposed mine access road. No threatened or protected flora was identified within the study area with vegetation condition typically being rated as “degraded”, reflecting a high proportion of the area having been disturbed and rehabilitated as part of historical mining activities. A significant amount of introduced species were identified.</p>
<p>a) Over the past few years Greenbushes residents have aimed to beautify both entrances into town with native plantings, the heritage signage upgrade and tinmen installations. The new access road goes directly over the area where the North tinman, picnic gazebo and upgraded heritage sign sit. No efforts are made in the road plan to assure our community that retaining entry beautification is high on their agenda. No elevation plans were supplied to show where the tinman and sign will be reinstalled, or how the native vegetation will be enhanced after clearing or if the gazebo will be rebuilt in another place nearby.</p> <p>b) There will be new turning lane installed into Blackwood Rd from the southern-end, removing the 5-year-old native plantings. No details are given about replacing them.</p> <p>c) There were also no details of how they will beautify the new T-section off the road access mine which is the new entry into Blackwood Rd and therefore part of the new entry into our town.</p>	<p>The plan states that the tin man sculpture and entry signage is to be relocated with the exact location to be determined. A condition is contained in the officer recommendation requiring the submittal of an entry statement plan including any proposed landscaping and final details of the proposed location of the tin man and entry signage.</p> <p>Refer comments above.</p> <p>Refer comments above.</p>
<p>Will the maintenance to the mine access road be</p>	<p>The road will be constructed to the standards</p>

<p>financed fully or partly by Talison once it becomes a public Shire owned road?</p> <p>With the potential 1500 vehicle movements per day and excessively heavy trucks traversing it a couple hundred times per day, this road will require a lot of maintenance.</p> <p>Will this increase the yearly rates of Greenbushes residents?</p>	<p>of a public road and once the construction is complete and the road reserve created the road will come under the care and control of the Shire. This is no different to roads constructed by subdividers.</p> <p>The Shire doesn't rate by ward. If there is an increased maintenance cost to ratepayers because of this road it will be borne by all ratepayers, just like all other public roads in the Shire.</p>
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Whilst Council could refuse the proposal and could make suggestions such as the use of rail or investigation of alternative road alignments Talison wouldn't be obliged to consider those alternatives and could instead simply decide to retain Stanifer Street as its access route from South Western Highway to the mine site.

At this point in time the plan submitted by the proponent is conceptual (albeit detailed) in nature and if Council and relevant State Government agencies were to support the proposal construction drawings would be prepared. Construction drawings are an operational document and are approved at officer level. The CEO can keep Council informed of the status of the detailed design process via reports or briefings when necessary to Council's monthly concept forum.

Statutory Environment

For this current consideration there are no statutory implications as it is only Council's approval in principle for creation of the mine access road that is being sought. The approval of other agencies will be required to excise the land from its current State Forest classification and to create a new road reserve. If these approvals are obtained the approval of Council would be necessary for dedication of the road as a local road.

Integrated Planning

➤ Strategic Community Plan

Key Goal 1 - Our economy will be strong, diverse and resilient

Objective 1.1 - A diverse economy that provides a range of business and employment opportunities

Strategy 1.1.1 - Encourage long term growth in the district in order to retain and enhance services

Strategy 1.1.5 - Pursue improvements to infrastructure and services, including utilities

Objective 1.2 - A proactive approach to business development

Strategy 1.2.2 - Design and implement business retention strategies and initiatives for support of existing and potential new businesses

Key Goal 2 - Our natural environment is valued, conserved and enjoyed

Objective 2.1 - Value, protect and enhance our natural environment

Strategy 2.1.1 - Support and promote sound environmental management practices

Key Goal 3 - Our built environment is maintained, protected and enhanced
Objective 3.3 - Maintain an appropriate standard of transport networks, roads and pathways

Strategy 3.3.3 - Provide and maintain a safe and efficient transport system

Key Goal 5 - Our leadership will be visionary, collaborative and accountable

Objective 5.1 - Our community actively participates in civic life

Strategy 5.1.1 - The community is involved in local decision making

➤ Corporate Business Plan - Nil

➤ Long Term Financial Plan

The road would be funded by Talison Lithium. If approvals are granted for the proposal cost estimates for construction of the road would be prepared and the income and expenditure and timing for the project would be inserted into the Long Term Financial Plan at the subsequent annual review of the document.

➤ Asset Management Plans

The road would become a local government asset and would be recognised in asset management planning.

➤ Workforce Plan - Nil

➤ Other Integrated Planning - Nil

Policy

Policy M.21 - Community Engagement/Consultation: The framework for conducting community consultation/engagement in 2018 on the mine access road proposal was developed in line with this policy.

Policy O.10 – Managing the Natural Environment: The objectives of this policy include:

- Within planning decisions promote conservation of ecological systems and the biodiversity they support including ecosystems, habitats, species and genetic diversity;
- Within planning decisions assist in the conservation and management of natural resources, including air quality, energy, waterways and water quality, landscape, agriculture and minerals to support both environmental quality and sustainable development over the long term;
- Within planning decisions adopt a risk-management approach that aims to avoid or minimize environmental degradation and hazards;
- Prevent or minimise environmental problems that might arise as a result of siting incompatible land uses together;

Council will have to determine if the proposed mine access road meets the objectives of the policy whilst at the same time assessing the social and public safety consequences of mine traffic continuing to use Stanifer Street as its access between the mine site and South Western Highway. Talison has engaged consultants to undertake flora and fauna surveys of its proposed infrastructure corridors, including

the route of the proposed mine access road. No significant environmental impacts have been identified.

Budget Implications

There are no budget implications associated with the current assessment of the proposal and the decision making process.

Fiscal Equity – Not Applicable

Whole of Life Accounting – Not Applicable

Social Equity – Not Applicable

Ecological Equity

The road proposal will be subject to some form of environmental assessment by Government agencies. There will be clearing to accommodate the proposed road and the clearing and the presence of the road will have some impacts upon local fauna. Some of these impacts can be potentially mitigated through the detailed design process for the road however as with any development proposal or road construction project there will be impacts on the environment.

Cultural Equity – Not Applicable

Risk Management – Not Applicable

Continuous Improvement – Not Applicable

Voting Requirements – Simple Majority

**Council Decision Moved Cr Nicholas, Seconded Cr Moore
SpC.01/0819 That Council note the submission received on the revised
mine access road proposal.**

Carried 6/0

Moved Cr Mackman, Seconded Cr Boyle

That Council approve the detailed alignment plans for the proposed mine access road noting that construction drawings will be required for local government approval as an operational function. At the time of submitting construction drawings the proponent is to submit an entry statement plan detailing any proposed landscaping and final details of the proposed location of the tin man sculpture and entry signage.

Amendment Moved Cr Mackman, Seconded Cr Boyle

That Council approval be subject to the following:

- That along the mine access road, suitable rope crossings for arboreal creatures be installed in conjunction with the two animal underpasses.
- That adequate swales and filtering reed beds be provided between the mine access road and main water bodies to filter water, placement of such to be in consultation with shire officers and the Landcare officer.

Carried 5/1

Cr Nicholas voted against the Motion

**The Amended Motion becomes the Substantive Motion – The Motion was Put
Council Decision Moved Cr Mackman, Seconded Cr Boyle
SpC.01/0819a**

1. ***That Council approve the detailed alignment plans for the proposed mine access road noting that construction drawings will be required for local government approval as an operational function subject to the following:***
 - ***That along the mine access road, suitable rope crossings for arboreal creatures be installed in conjunction with the two animal underpasses.***
 - ***That adequate swales and filtering reed beds be provided between the mine access road and main water bodies to filter water, placement of such to be in consultation with shire officers and the Landcare officer.***

2. ***At the time of submitting construction drawings the proponent is to submit an entry statement plan detailing any proposed landscaping and final details of the proposed location of the tin man sculpture and entry signage.***

Carried 6/0

**Council Decision Moved Cr Nicholas, Seconded Cr Bookless
SpC.01/0819b That Council:**

1. ***Notes that in addition to its approval the approval of relevant Government agencies will be required for this proposal to proceed, including excise of land from State Forest and creation of a gazetted road reserve.***

2. ***Notes that Talison Lithium Pty Ltd is able to construct the mine access road as a mining proposal under its existing mining approvals. Until such time as the road is dedicated as a public road, public road access to the Greenbushes Sportsground and Greenbushes Pool is to be maintained.***

3. ***Reaffirms its position resolved at its January 2019 meeting, noting the potential reopening of the rail line between Greenbushes and Picton is currently being investigated by State Government agencies, the rail corridor lessee and industry, including Talison Lithium. In-principle Council supports the reopening of the rail from Greenbushes northwards but acknowledges the need for a full business case to be developed to the satisfaction of all parties for this to be progressed.***

Carried 6/0

6.15pm – Cr Scallan returned to the Meeting

ITEM NO.	SpC.02/0819	FILE REF.	133
SUBJECT	Adoption of 2019/20 Budget		
PROPONENT	Council		
OFFICER	Chief Executive Officer and Executive Manager Corporate Services		
DATE OF REPORT	6 August 2019		

Attachment 3 Draft 2019/20 Budget (separate Attachment)

OFFICER RECOMMENDATION

1. That in the 2019/20 financial year, Council impose the following rates in the dollar and minimum rates in the district:

Category	Rate in \$	Minimum Rate
Gross Rental Value (GRV) Properties	8.7045 cents	\$942.00
Rural Unimproved Value (UV) Properties	0.6317 cents	\$1,168.00
Mining Unimproved Value (UV) Properties	7.5684 cents	\$523.00

[Absolute Majority Required]

2. That in the 2019/20 financial year, Council imposes Rubbish Collection Charges as follows:

- \$79.00 per annum per 120 litre or 140 litre rubbish bin (noting a 240 litre rubbish bin represents two 120 litre services); and
- \$69.00 per annum per 240 litre recycling bin.

and that these charges be included in the 2019/20 Schedule of Fees & Charges.
[Absolute Majority Required]

3. That in the 2019/20 financial year, Council, under Section 66 of the Waste Avoidance and Recovery Act 2007, imposes a Landfill Site Maintenance Rate (for the purpose of funding all its waste services other than kerbside rubbish and recycling collection services). Furthermore Council sets the following rates in the dollar for the Landfill Site Maintenance Rate however noting that under Section 6.35 of the Local Government Act and Regulation 52A of the Local Government (Financial Management) Regulations all rateable properties will be charged the minimum rate only:

GRV - \$0.00023779

UV - \$0.00006278

Minimum Rate - \$195.00

[Absolute Majority Required]

4. That for the Landfill Site Maintenance Rate the following concessions will be applicable:

“Where more than one assessment is held in identical name or names, no more than one charge will apply, except in the following situations:

- (i) A habitable dwelling house or commercial rented premises is situated on the additional property; or

(ii) *The additional properties are separated by more than 10 kilometres as measured cadastrally on an appropriate map”.*

[Absolute Majority Required]

5. *That a concession of 10% of the rates raised be granted to properties previously rated in the ‘UV Urban Farmland’ differential rating category. This concession is in recognition of the higher values applied to properties within the townsite as opposed to land outside of the townsite. The concession be granted to the following rate assessments:*

A29624

A39009

A41717

[Absolute Majority Required]

6. *That in the 2019/20 financial year, Council nominate due dates for the payment of rates and service charges as follows:*

<i>Payment in Full</i>	<i>Payment in Instalments</i>
<i>27 September 2019</i>	<i>27 September 2019</i>
	<i>27 November 2019</i>
	<i>28 January 2020</i>
	<i>30 March 2020</i>

7. *That in the 2019/20 financial year, Council impose penalty interest at 11% per annum, calculated daily, on rates and service charges remaining unpaid (excluding eligible pensioners opting to defer the payment of their rates), after the due dates identified in Part 5 above.*

[Absolute Majority Required]

8. *That in the 2019/20 financial year, Council impose instalment plan administrative fees and interest for the payment of rates and service charges as follows:*

- \$8.35 per instalment (not including the first instalment); and*

- 5.5%.*

[Absolute Majority Required]

9. *That Council note that pursuant to Section 6.16 of the Local Government Act 1995, it has already adopted at its May 2019 meeting the Fees and Charges included in the draft 2019/20 Budget document noting that revised kennel fees for impounded dogs and cats were adopted at its June 2019 meeting.*

[Absolute Majority Required]

10. *That for the financial year ending 30 June 2020, Council transfer funds to and from the Reserve Funds, as is specified in the 2019/20 Draft Budget.*

11. *That the Romans Reserve be amalgamated with the Assets & GRV Valuations Reserve with the latter to remain the name of the Reserve Fund.*

[Absolute Majority Required]

12. *That for the financial year ending 30 June 2020, Council transfer funds to and from the Trust Account, as is specified in the 2019/20 Draft Budget.*
13. *That Council adopt the balanced 2019/20 Draft (Statutory) Annual Budget, including the Rate Setting Statement which indicates that \$4,667,928 in rates is to be raised, as presented.*

[Absolute Majority Required]
14. *That in accordance with Policy F7 (Reporting Forecast Budget Variations Policy), for the financial year ending 30 June 2020 Council adopt a percentage of plus or minus 10% up to \$50,000 at sub-program level, and 5% over \$50,000 at sub-program level, to be used for reporting material variances of actual revenue and expenditure in the monthly reports of financial activity. The exception being that material variances of \$1,000 or less are non-reportable.*
15. *That Council approves the following incentive prize for the early payment of rates in full by the due date of 27 September 2019:*
 - *\$600 Community Cash Vouchers*

[Absolute Majority Required]
16. *That Council note the updated information provided by Blues at Bridgetown Inc. regarding that organisation's compliance to the Associations and Incorporations Act 2015 and provision of grant acquittals and accordingly confirms the allocation of \$11,892 in the 2019/20 budget as a community grant towards facility hire and road closure costs for the 2019 Blues at Bridgetown Festival.*

Summary/Purpose

Local Governments must prepare annual budgets in the format as prescribed in the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996. This report is for Council to consider:

- Adopting the 2019/20 Annual Budget;
- Confirming its current policy for setting a level of reporting material variances so as to satisfy Council that the annual budget is being implemented satisfactorily;
- Setting fees for kerbside rubbish collection and kerbside recycling collection services.
- Setting the Landfill Site Maintenance Rate under the Waste Avoidance and Resource Recovery Act 2007
- Setting due dates for payment of rates and service charges, either in full or by instalments;
- Setting interest rates for outstanding rates after the due date and for rates paid by instalments and the administrative fee for setting up an instalment plan.
- Transfer of reserve account funds.
- Transfer of trust funds.
- Determining the prize to be provided in the 'early payment of rates' competition.

Background

The 2019/20 budget process commenced in December 2018 with the opening of the application process for new community grants in 2019/20 and service agreement applications for up to 3 years from 2019/20.

Council's Corporate Business Plan is the key informing document for the annual budget. The Corporate Business Plan is an internal business planning tool that translates Council priorities into operations within the resources available. The plan details the services, operations and projects a local government will deliver within a defined period. It also includes the processes for delivering these.

The Corporate Business Plan contains forecasts of funding, additional operating activities/expenditure (over and above current operating activities) and capital program expenditure. The forecasts for Year 1 of the Corporate Business Plan have been fed directly into the 2019/20 budget.

Over the course of two Council Concept Forums held on 9 May 2019 and 13 June 2019 and a Council Workshop on 23 May 2019 Council considered a number of aspects or informing strategies of the draft budget, being:

- Progressing the annual review of the Corporate Business Plan
- Deferring a comprehensive review of its 10 Year Strategic Works Program Council limited its considerations to one year (2019/20) only. The review of the 10 Year Strategic Works Program is scheduled for September 2019 and will feed the 2020/21 budget and beyond.
- Review of the 2019/20 Building Maintenance/Capital Works Plan.
- Annual review of 10 Year Plant Replacement and Light Fleet Replacement Plans.
- Review of fees and charges
- 2019/20 rating strategy

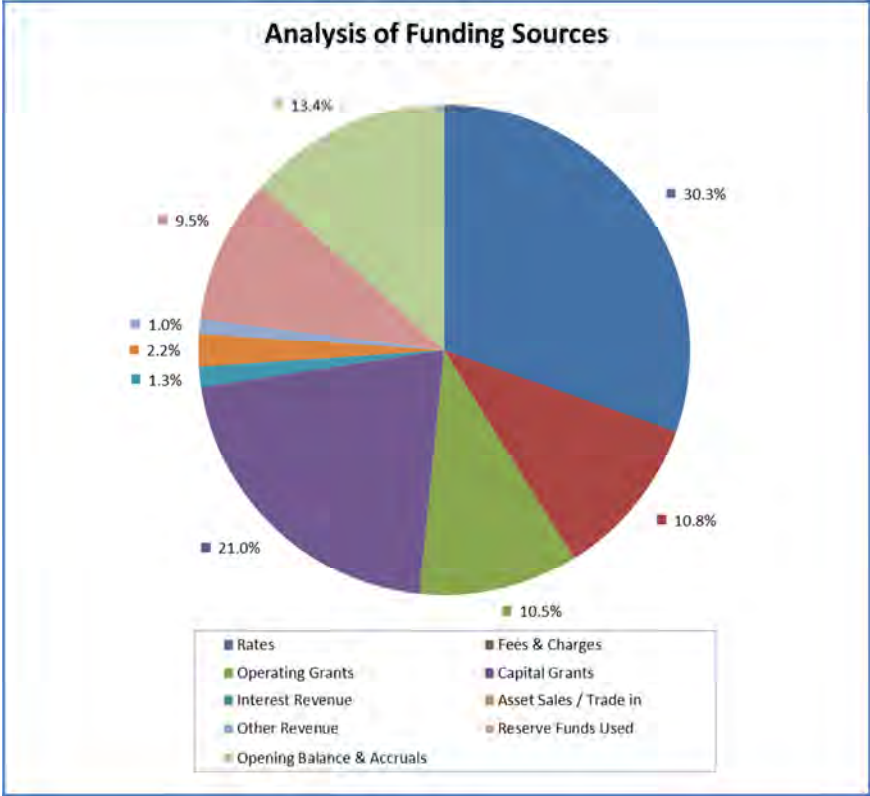
Since March 2019, on a monthly basis a standing item at the monthly Council Concept Forum has been the identification of potential operational cost savings. Items considered over this period, the results having been fed to the 2019/20 budget were costs associated with the holding of Council Meetings/Concept Forums/Council Workshops, stationery purchasing and chlorination options at the aquatic centre.

Officer Comment

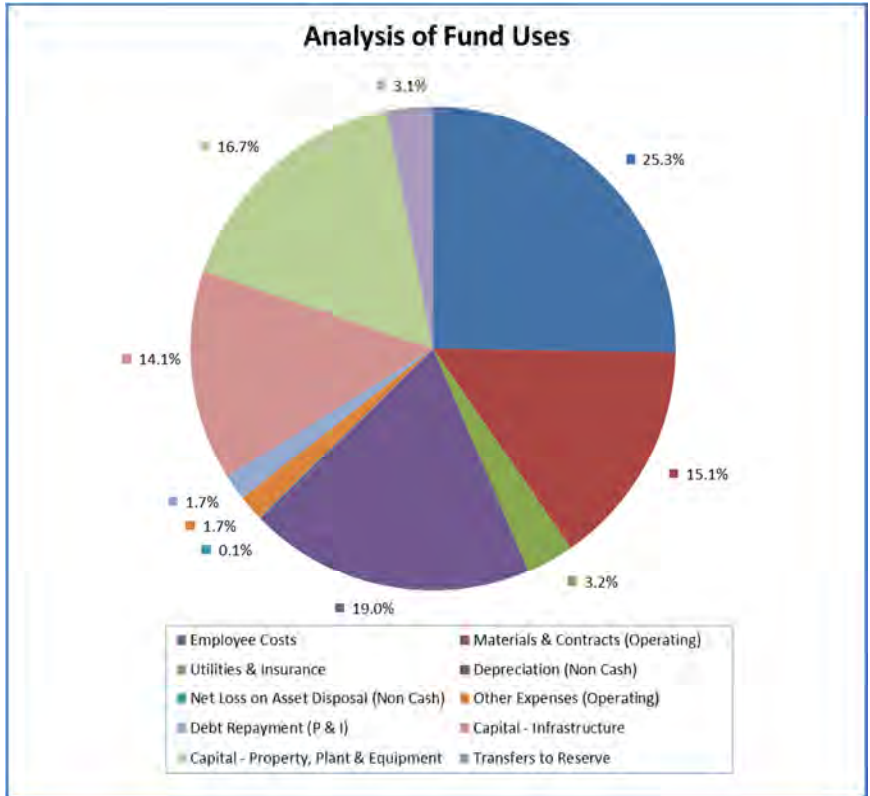
The draft budget is a balanced budget with a 2.5% rate increase.

The graphs below provide an analysis of various funding sources and expenditure areas as contained in the draft 2019/20 budget.

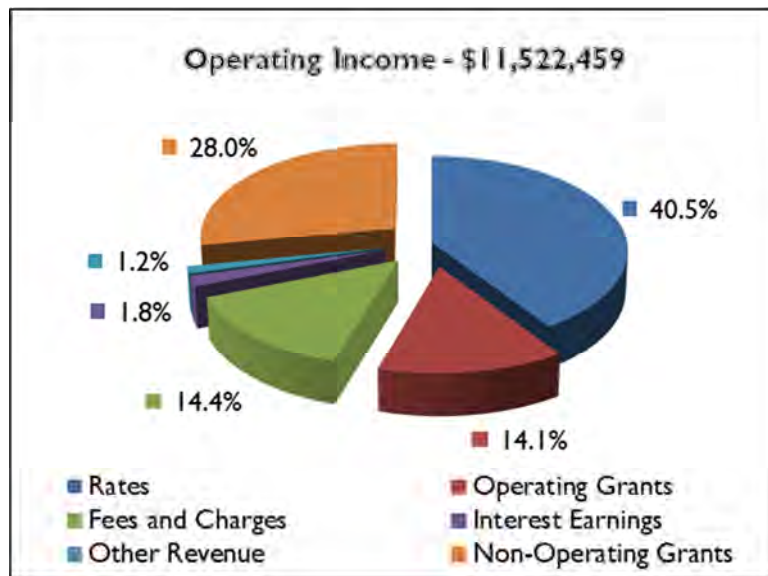
Rates make up 30.3% of budgeted revenue with operating grants (10.5%), capital grants (21.0%), transfers from reserve accounts (9.5%) and revenue from fees and charges (10.8%) also being significant funding sources.



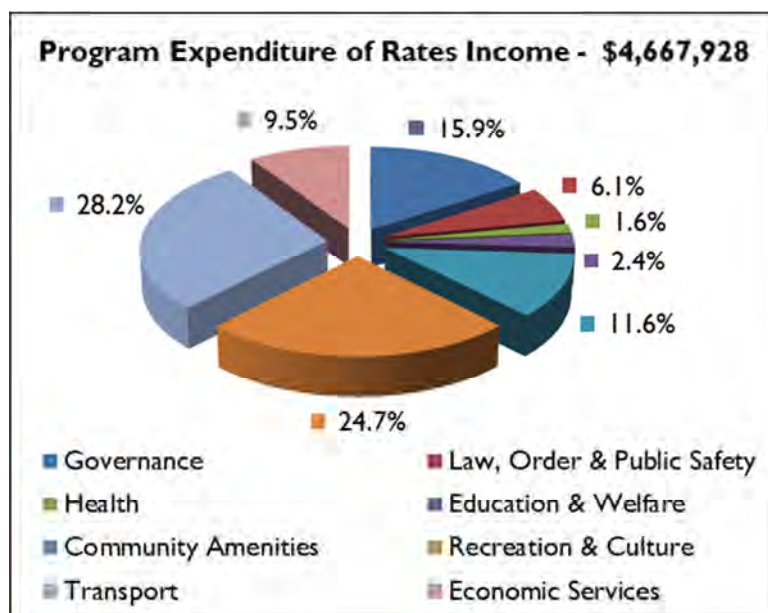
The largest expenditure areas by percentage are employee costs, depreciation (non-cash), materials & contracts and capital works.



Excluding capital grants, transfers from reserve accounts, borrowings and asset sales the graph below shows the source of operating income contained in the draft 2019/20 budget.



The table below shows where the budgeted rate revenue of \$4,667,928 is to be expended with the largest program areas of expenditure being recreation & culture and transport.



Set out below is a summary of funding for some of the key features of the draft budget and other related subjects.

1. Rates in the Dollar

In accordance with Section 6.36 of the Local Government Act 1995 (the Act) Council was required to establish the differential rates it will advertise prior to considering and adopting the budget. Accordingly at its ordinary meeting held on 30 May 2019 Council resolved (C.09/0519) to:

That Council:

- 1. After consideration of its strategic community plan and corporate business plan fund the estimated budget deficiency of \$4.72m by applying differential rates when drafting the 2019/20 Annual Budget.*
- 2. In accordance with section 6.36 of the Local Government Act 1995 endorses the advertising for public submissions on the proposed differential rates as set out in the table below, and makes available to the public Attachment 5 to this report setting out the objects and reasons for the differential rates:*

<i>Category</i>	<i>Rate in \$</i>	<i>Minimum Rate</i>
<i>Gross Rental Value (GRV) Properties</i>	<i>8.8471 cents</i>	<i>\$942.00</i>
<i>Rural Unimproved Value (UV) Properties</i>	<i>0.6417 cents</i>	<i>\$1,168.00</i>
<i>Mining Unimproved Value (UV) Properties</i>	<i>8.1436 cents</i>	<i>\$554.00</i>

- 3. Direct the CEO to:*
 - report back to Council any public submissions in relation to the proposed differential rates;*
 - seek the approval of the Minister to impose in 2019/20 a differential Mining UV rate which is more than twice the lowest general differential UV rate.*
- 4. Incorporate into the 2019/20 Budget a concession of 10% of the rate raised for properties previously rated in the 'UV Urban Farmland' differential rating category. Further, this concession be reduced by 5% in subsequent budgets i.e. 5% concession to apply in 2020/21 and no concession to apply from 2021/22.*

In accordance with Section 6.36 of the Local Government Act the differential rating proposal was advertised for public comment for a period of 22 days. An advertisement appeared in the Manjimup-Bridgetown Times edition of 5 June 2019.

Ratepayers in the Mining Unimproved Value category were notified on an individual basis of the proposed rates in the dollar and minimum payments to allow for comment.

At its June 2019 meeting Council considered the one submission received and resolved (C.10/0619):

- 1. That Council considers the submission from McMahon Mining Title Services Pty Ltd regarding the proposed differential rates for Mining properties and resolves to adjust the Mining Unimproved Value rate in the dollar and minimum payment in consideration of the new valuation roll received for this differential rating category.*
- 2. That following input of the new valuations for Mining Unimproved Value properties Council endorse the following proposed 2019/20 rate in dollar and minimum payments in lieu of those previously advertised:*

Category	Rate in \$	Minimum Rate
Gross Rental Value (GRV) Properties	8.8471 cents	\$942.00
Rural Unimproved Value (UV) Properties	0.6417 cents	\$1,168.00
Mining Unimproved Value (UV) Properties	7.6644 cents	\$530.00

3. That in accordance with Regulation 23(b) of the Local Government Financial Management Regulations notice of the reason for adopting a different rate in the dollar and minimum payment than advertised for the Mining Unimproved Value properties be included in the 2019/20 budget papers and also communicated in the rating information document included with each rates notice.
4. That Council makes application to the Minister for Local Government, Sport and Cultural Industries to impose in 2019/20 a differential Mining UV rate which is more than twice the lowest general differential UV rate.

In its June 2019 resolution above Council adjusted its 'rate in the dollar' down for the Mining Unimproved Value category to offset increased valuations as a result of rent rate increases imposed by the Department of Mines, Industry Regulation and Safety. The rate yield increase applied to this category was still consistent with that applied to all other rating categories.

At its July 2019 meeting held on 25 July 2019 Council considered a report providing information on a better than originally estimated surplus from 2018/19 and determined the following three resolutions:

C.10/0719a That following identification of additional surplus funds from 2018/19 and in consideration of the current economic climate Council endorse the following revised 2019/20 rate in dollar and minimum payments in lieu of those previously advertised:

Category	Rate in \$	Minimum Rate
Gross Rental Value (GRV) Properties	8.7045 cents	\$942.00
Rural Unimproved Value (UV) Properties	0.6317 cents	\$1,168.00
Mining Unimproved Value (UV) Properties	7.5684 cents	\$523.00

C.10/0719b That in accordance with Regulation 23(b) of the Local Government Financial Management Regulations notice of the reason for adopting a different rate in the dollar and minimum payment than advertised be included in the 2019/20 budget papers and also communicated in the rating information document included with each rates notice.

C.10/0719c That Council's current differential rating application is amended with the revised rating information. The revised application be forwarded to the Minister for Local Government, Sport and Cultural Industries for approval to impose in 2019/20 a differential Mining UV rate which is more than twice the lowest general differential UV rate.

The consequence of the decision by Council to revise its 2019/20 rate in dollar and minimum payments was to reduce its total rate yield from the originally intended 3.8% increase to a 2.5% increase.

Approval was obtained from the Minister on 2 August 2019 for the imposition of a differential Mining UV rate which is more than twice the lowest differential UV rate.

The increases in minimum rates from 2018/19 to 2019/20 are \$45.00 for GRV properties, \$56.00 for Rural UV properties. However for Mining UV properties a reduction of \$11.00 will occur from 2018/19 to 2019/20 to ensure compliance with the minimum rating provision of the Local Government Act 1995.

2. Community Grants, Service Agreements and Donations

At its ordinary meeting held on 30 May 2019 Council resolved to allocate \$148,108 in the 2019/20 budget for community donations as follows:

- \$10,851 New service agreements
- \$39,061 Existing service agreements to be carried forward
- \$20,500 New community group grants
- \$25,450 New non-contestable annual community contributions
- \$2,385 Chief Executive Officer donations
- \$3,500 Chief Executive Officer hall hire donations
- \$680 Rubbish and recycling collection for community events
- \$200 Rubbish and recycling collection for Shire leased facilities
- \$42,366 Landcare Officer
- \$500 South West Academy of Sport Sponsorship
- \$250 Agricultural Society School Art Prize Sponsorship
- \$1,000 Manjimup Airfield Contribution
- \$1,000 Greenbushes' Australia Day Breakfast Event
- \$365 School Awards

A further \$11,892 has been set aside in the 2019/20 budget as a community grant for the 2019 Blues at Bridgetown Festival subject to Blues at Bridgetown lodging its outstanding service agreement and grant acquittals including financial statements completed in line with the Associations and Incorporations Act 2015.

The Shire President and CEO met with the Board of Blues at Bridgetown on 31 July 2019 to discuss concerns about potential non-compliance with the Associations and Incorporations Act 2015 and the information required from Blues at Bridgetown to enable the Council to confirm or otherwise the provision of the \$11,892 in the 2019/20 budget. At this meeting Blues at Bridgetown confirmed the following:

- 4 weeks' notice must be given by a person seeking to nominate for the Board;
- To nominate for the Board a member must have been a financial member for at least 4 weeks;
- 2 weeks' notice must be given advising of the date and place for the AGM;
- Auditing of outstanding annual financial statements is currently in progress and should be completed by mid-August 2019;
- Taking the above into account it is the intention of the Board to hold the AGM in mid to late September 2019;

- Acquittals for previous Shire service agreement or community grant funding have been provided to the Shire, excepting for the last 2 years (2017 and 2018 noting Blues at Bridgetown financial year is the calendar year) with the two outstanding acquittals to be provided once the current auditing of annual financial statements has been completed; and
- The Shire is the only external funding partner for the Blues at Bridgetown.

Taking into account the above information it is recommended Council confirm the release of the \$11,892 in the 2019/20 budget to allow Blues at Bridgetown to complete its planning for the 2019 event. Moving forward from the 2019 event it is proposed to have further discussions with Blues at Bridgetown about the Shire becoming a strategic funding partner for future festivals.

Including the yet to be confirmed Blues at Bridgetown funding the total amount to be funded for Community Grants, Service Agreements and donations in the 2019/20 budget is \$160,000.

The \$20,500 of new community grants (excluding the Blues at Bridgetown grant funding) is made up of:

- Blackwood Country Gardens - Country Garden Festival - \$5,000
- Blackwood Poetry Prize Group - Event Assistance - \$1,000
- Bridgetown Croquet Club - Purchase of equipment - \$1,000
- BGBTA - Winter Festival Opening - \$5,000
- Bridgetown Historical Society - Interpretive Project - \$1,500
- Bridgetown Repertory Club Inc. - Equipment upgrade - \$4,000
- Grow Greenbushes - Sunup Banquet Event - \$3,000

New or continuing service agreements and non-contestable funding allocations totalling \$75,362 are made up of:

- Blackwood Valley Wine Industry Association - Venue Hire - \$851
- Bridgetown Agricultural Society - Entertainment at Show - \$5,000
- Bridgetown Child Health Inc. - Rent Contribution - \$3,000
- Jubilee Singers of Bridgetown - Blackwood Rhapsody - \$2,000
- Blackwood Youth Action Group - Rubbish collection, internet and promotion costs - \$1,651
- Grow Greenbushes Inc. - Marquee hire for Greenbushes Fun Run event - \$2,745
- WA Volunteer Bush Fire Brigades Historical Group - Contribution to rental costs - \$1,500
- Bridgetown Equine - Traffic management plan for event - \$3,850
- Bridgetown Historical Society - Administration costs - \$2,735
- Bridgetown Scouts - Building operations - \$1,580
- Geegeelup Village Inc. - Contribution towards rates - \$25,000
- Bridgetown Family & Community Centre - Rates & Insurance - \$8,000
- Greenbushes Playgroup - Rent Assistance - \$450
- Henri Nouwen House - Contribution towards Administration & Wages - \$10,000
- Bridgetown Lawn Tennis Club - Easter Tournament - \$2,000

- Rotary Club of Bridgetown Inc. - Blackwood Marathon - \$5,000

3. Road Works

The draft budget provides for construction works on the following roads:

- Winnejup Road (progressive reconstruction)
- Glentulloch Road (continuation of reconstruction commenced last year)
- Mockerdillup Road (drainage and vegetation clearing)
- Dalmore Road (gravel resheeting)
- Huitson Road (gravel resheeting)
- Eastcott Road (gravel resheeting)
- Campbells Road (gravel resheeting)
- Blackwood Park Road (gravel resheeting)
- Blackwood West Terrace (Minor widening and drainage works)
- Seaton Ross Road (minor shoulder widening)
- Kangaroo Gully Road (widening at intersection of Claret Ash Drive)
- Chevis Court (asphalt overlay intersection with Turner Road)
- Ethel Street (asphalt overlay between Spencer Street and Roe Street)
- Brockman Street (asphalt overlay)
- Doust Street (asphalt overlay between Mattamattup Street and Ford Road)
- Kandalee Road (gravel sheeting and drainage works)
- Taylors Road (widening and gravel sheeting)
- Farrell Street (gravel sheet selected locations)
- Nelson Street (asphalt overlay intersection with Thornbill Road)

Following on from reconstruction works completed last year second coat bitumen seals will be laid on Brockman Highway, Winnejup Road, Tweed Road and Glentulloch Road.

Also bridge works to the value of \$1,017,000 (fully externally funded) will occur on two bridges - one located on Donnelly Mill Road and the other on Winnejup Road.

4. Footpaths

Only a small footpath program is proposed in 2019/20. Steps are to be constructed at the western end of Campbell Street to provide a safe pedestrian connection with Allnutt Street and \$5,000 is allocated for disability access improvements.

5. Drainage

The budget provides for the following drainage projects:

- Huggett Place
- Lakeview Crescent
- Whittells Road
- Eedle Terrace
- Dean Street & Apex Grove near intersection with Roe Street
- Claret Ash Drive
- Four Seasons Estate

6. Plant and Fleet Replacement

The budget provides for the following plant replacement in 2019/20:

2009 Caterpillar Multi Tyre Roller
2010 Ammann Multi Tyre Roller
2007 Hino 8 Tonne Tip Truck

The following fleet replacement is proposed in 2019/20:

Toyota Landcruiser Prado – B0100 (CEO)
Holden Colorado 7 – B16240 (Executive Manager Community Services)
Nissan Pathfinder – B0111 (Senior Engineering Technical Officer)
Holden Colorado 7 – B16117 (Principal Building Surveyor)
Ford Ranger Space Cab – B16367 (Depot General Hand)
Ford Ranger Super Cab – B15439 (Building Maintenance)

7. Recreation

- Construction of the gym extension at the Bridgetown Leisure Centre.
- Installation of a chlorine auto shut down system at the aquatic centre.
- Construction of a stage in Memorial Park. The estimated cost in the budget is \$150,000 with \$100,000 to be externally sourced.
- Staged replacement of exercise equipment in Somme Creek Parklands.
- Completion of the Warren Blackwood Stock Route, a regional bridle trail commencing in Bridgetown with two spur trails to Shannon and the Scott Coastal Plain south of Nannup. Note the Shire of Bridgetown-Greenbushes is project managing this project on behalf of the Warren Blackwood Alliance of Councils hence all income (grants) and expenditure for the project is shown in the Shire's budget.
- Reconstruction of the boardwalk below the caravan park.
- A parkland improvement strategy is to be prepared and this will guide future development and expenditures for parkland.
- Replacement of the travelling irrigator sprinkler used at the Bridgetown Sportsground.
- Improvements to drainage in Memorial Park.

8. Fire Prevention/Emergency Management

- ESL operating grant (DFES) for bush fire brigades increased from 2018/19 by 9.3% to \$180,000. A further \$11,336 has been received for additional bush fire insurance costs.
- ESL operating grant (DFES) for the Bridgetown SES Brigade of \$21,570.
- Changeover of the general rescue vehicle for the Bridgetown SES Brigade (ESL funded).
- Four new light tankers for changeover of the existing appliance at the Hester Brook, Sunnyside, Wandillup and Winnejup Bush Fire Brigades (ESL funded).
- Replacement of the Shire owned bush fire support vehicle (Shire funded).
- ESL funding of \$242,600 for construction of a new fire station for the Greenbushes Bush Fire Brigade with Shire funding of \$10,000 for earthworks.
- ESL funding of \$271,100 for construction of a new fire station for the Wandillup Bush Fire Brigade with Shire funding of \$10,000 for earthworks and \$5,000 for survey costs to create a new reserve for siting of the fire station.

- 2019/20 is the 3rd year of funding under the State Government’s Mitigation Activity Fund. The funds are to be received for mitigation activities on Shire controlled land. The actual amount of funding to be received is yet to be confirmed so a default sum of \$100,000 has been allowed for in the 2019/20 budget. Once the actual funding is announced a budget amendment will be presented to Council.

9. Community Services

- Funding for implementation of the Age Friendly Community Plan, Youth Friendly Community Plan and Access and Inclusion Plan via various programs, events and initiatives.
- Funding for the continuation of the summer evening outdoor film festival.
- Develop new ACROD parking bays in CBD to replace existing on-street infirm parking bays.
- Continuation of the Bridgetown Art Trail.

10. Governance and Administration

- The 2019/20 Financial Assistance Grants (Commonwealth Government) has been budgeted to be marginally higher (0.12% increase to \$1,204,716) than received in 2018/19. The Commonwealth Government did provide an advance payment of 50% therefore the budget only shows income for the remaining 50% over 4 quarterly payments. The 50% payment received towards the end of 2018/19 is contained in the carry-forward surplus from 2018/19 to 2019/20.
- 2019/20 Local Road funding by the Commonwealth Government Grants Commission has been estimated to be \$677,877 with a 50% payment received towards the end of 2018/19 contained in the carry-forward surplus from 2018/19 to 2019/20.
- Commonwealth Government Roads to Recovery funding of \$423,704.
- After being frozen for 4 successive years Councillor Allowances have been increased by 1.3%, as determined by Council at its May 2019 meeting.
- Council has appointed the Western Australian Electoral Commission to conduct the 2019 Local Government elections at an estimated cost of \$23,000.
- Council will be engaging professional assistance for the purpose of lobbying State and Commonwealth governments to fund infrastructure considered necessary to accommodate the population growth associated with the Talison Lithium Expansion Project.
- An allocation of \$45,293 has been carried forward from 2018/19 for implementation of the Workforce Plan. In 2018/19 a new Workforce Plan was prepared which incorporated a comprehensive review of its organizational structure. The restructure is being phased in over 2 financial years.
- The total budgeted wages for 2019/20 is \$4,231,893 which is 2.14% greater than that allocated in the 2018/19 budget. This increase includes allocations for implementation of the review of the Workforce Plan. The \$4,231,893 of budgeted wages in 2019/20 equates to 90.66% of the total to be raised by rates in 2019/20, well within the target of 100% set by Council’s current Workforce Plan.

11. Major Building Improvements

The total expenditure proposed in the draft budget is \$710,593 of which \$568,732 is ‘materials & contracts’, noting that this includes carry-forward expenditure from 2018/19 of \$135,547 and an external contribution of \$60,000 to proposed works at the Greenbushes Golf Club.

In its workshops and discussions held as part of the budget preparation process Council indicated it wished to focus the 2019/20 building maintenance and capital budget on 3 separate sites rather than trying to spread the budget evenly over the entire building inventory.

The 3 buildings selected for significant works (and funding) in 2019/20 are the Greenbushes Golf Club, Greenbushes Hall and Bridgetown Civic Centre. A summary of the works proposed for these 3 buildings are:

Greenbushes Golf Club

- Redevelopment – demolish existing change rooms and install new transportable change rooms, repair roof beam, reclad western side of building (note the estimated cost of these works is \$120,000 and Talison Lithium has offered to fund 50% (\$60,000).
- Electrical repairs.

Greenbushes Hall

- Floor repairs – replace stumps and level floor
- Window repairs
- New septic system and leach drains
- Replace roof screws

Bridgetown Civic Centre

- Sand & oil town hall floor (follows floor repair work recently completed)
- Internal Painting
- Replace lighting and fans in town hall
- Replace blinds in Lesser Hall
- Replace roof screws

Significant works proposed in 2019/20 for other buildings include:

- Replace septic tanks and leach drains at Greenbushes Sportsground (camp area);
- Replace solar lights at Greenbushes Pool;
- Replace automatic doors at Bridgetown Leisure Centre;
- Electrical repairs at Greenbushes Roads Board office;
- Electrical repairs at River Park toilets;
- Major service required for lift in administration office;
- Improvements to ventilation and general upgrade of Hampton Street toilets;
- Replace gutters on tote building at Bridgetown Sportsground;
- Replace solar lighting at Somme Park;
- Install LED lights and fans in admin office kitchen and toilets;
- Replace in-ground lighting near library;
- Staged renovation works at 146 Hampton Street (Shire House);
- Replace BBQ at Greenbushes Pool; and
- Replace BBQ at Greenbushes Heritage Park.

12. Waste Management

For many years Council has adopted the principle that waste management should be funded on a cost recovery basis. This means that all the expenses associated with waste management are funded by the kerbside rubbish collection charge, kerbside recycling collection charge, the Landfill Site Maintenance Charge plus other waste income such as recycling subsidies and tipping fees.

Council charges on all rateable properties a landfill rate under Section 66 of the Waste Avoidance and Resource Recovery Act 2007. This section of the Act allows a local government to impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides.

The annual rate must not exceed —

- (a) 12 cents in the dollar on the gross rental value; or
- (b) where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple.

The following rates in the dollar have been set for this charge:

- GRV - \$0.00023779
- UV - \$0.00006278

Section 6.35 of the Local Government Act and Regulation 52A of the Local Government (Financial Management) Regulations allow Council to have more than 50% of rateable properties on the minimum payment if the minimum is less than \$200. On this basis all rateable properties will be charged a minimum rate of \$195.00 with concessions for multiple properties applicable as per previous years. This minimum rate is an increase of \$2 from 2018/19.

New capital works in waste management is installation of an emergency pumping system) and crushing of the inert waste stockpile at the waste site. A development plan is also to be prepared setting out the future development of the waste site.

Rehabilitation of the former Greenbushes liquid waste facility is to occur in 2019/20.

The Kerbside rubbish and recycling collection service areas remain unchanged (last review was undertaken in 2015/16) and the relevant charges for households receiving these services are:

- Rubbish Collection Charge - \$79.00 (remains the same as 2018/19)
- Recycling Collection Charge - \$69.00 (decrease of \$2 from 2018/19)

The Shire of Bridgetown-Greenbushes is continuing to partner with the other 11 local governments of the south-west region in investigating potential regional waste initiatives. Contributions are being made by each local government based on a ratio linked to rates revenue and this contribution has been provided in the budget.

13. Other

- Funds of \$15,915 (including \$15,000 carried forward from 2018/19) have been set aside for surveying of the proposed realignment of the Nelson Street/Hampton Street intersection and partial closure of Hester Street adjacent to the Repertory Theatre.
- Continuation as a member of the Warren Blackwood Alliance of Councils and funding of regional trails website and events website.
- Funding of \$45,320 towards the 2nd year operations of the Southern Forest Blackwood Valley Tourism Association.
- A wastewater dump point is being constructed in the railway carpark in Bridgetown at an estimated cost of \$56,000.
- Funding of \$5,000 to assist with preparation of a Local Health Plan.
- Funding, the majority which is a carry forward from 2018/19 is provided for completion of the new Local Planning Strategy including a review of bush fire planning policy.
- Funding for progressive acquisition of land adjacent to Geegilup Brook.
- Funding has been allocated to progress the design and land acquisition for car parking proposals in the Bridgetown and Greenbushes town centres.
- Review directional signage to car parking.
- Funding has been carried forward from 2018/19 for the upgrade of the northern information bay in Bridgetown.
- An electrical capacity assessment of the Bridgetown Sportsground Precinct (encompassing sportsground buildings & infrastructure, Shire Depot and Incident Control Centre) is to be carried out in 2019/20 in order to determine capacity for additional electrical connections and/or development within the Precinct.

14. Loans

No new loans are proposed in the budget for 2019/20.

As at 1 July 2019 the Shire's loan liability was \$2,063,582 and under the 2019/20 budget this liability will decrease to \$1,810,366 at 30 June 2020.

15. Reserve and Trust Account Transfers

The budget proposes to transfer \$577,558 into reserve, including \$250,550 into Plant Replacement Reserve, \$92,570 into Light Fleet Vehicle Reserve, \$40,588 into the Assets & GRV Valuations Reserve, \$40,000 into the Strategic Projects Reserve, \$5,000 into the Refuse Site Post Closure Reserve, \$10,000 into the Recreation Centre Floor & Solar Reserve, \$10,000 into the Matched Grants Reserve, \$10,000 into the Blackspot Works Reserve, \$10,000 into the Drainage Reserve, \$10,000 into the Bush Fire Reserve, \$5,000 into the Community Bus Replacement Reserve and \$5,000 into the Trails Reserve. Estimated annual interest of \$75,000 is to be distributed across all the specific reserve accounts.

In the budget an amount of \$1,466,412 is to be transferred from reserves, including:

- \$311,228 from Unspent Grants Reserve (grants received in 2018/19 or earlier but unspent before 30 June 2019).
- \$507,000 from Plant and Light Fleet Reserves for changeover of plant and fleet in accordance with the Plant/Fleet Replacement Plan.

- \$174,410 from Land and Buildings Reserve for expansion of the gym at the Bridgetown Leisure Centre
- \$4,000 from the Land and Buildings Reserve to progress the design and land acquisition for car parking in the Greenbushes CBD.
- \$191,969 from the Subdivision Reserve for funding of various roadworks.
- \$43,000 from the Refuse Site Post Closure Reserve for costs of rehabilitating the former Greenbushes liquid waste site and crushing of inert waste.
- \$50,000 from the Sanitation Reserve to fund preparation of a development plan for the waste site and installation of an emergency pump system for the leachate pond.
- \$25,000 from the Strategic Projects Reserve to fund preparation of plans for parking behind the shops and beautification of the adjacent Geegelup Brook.
- \$5,000 from the Strategic Projects Reserve to partly fund the costs of installing new ACROD parking bays in Bridgetown.
- \$15,000 from the Strategic Projects Reserve to fund preparation of a plan for development of a playground in Highland Estate.
- \$10,363 from the Bridgetown Leisure Centre Reserve for installation of shade sails over the alfresco area and replacement pole for shade sail over pool.
- \$50,000 from the Bridgetown Leisure Centre Reserve for expansion of the gym at the Bridgetown Leisure Centre.
- \$27,500 from the Assets & GRV Valuations Reserve to fund the costs for obtaining updated plant, equipment and infrastructure fair values.

The Romans Reserve that was in the former budget is recommended to be discontinued with its balance (\$4,721) transferred to the Assets & GRV Valuations Reserve as these funds are used for valuation of road assets. This transfer is reflected in the draft budget.

16. Early Payment of Rates Incentive Prizes

Once again it is proposed to offer an incentive for the early payment of rates. Property owners that pay their rates in full by the due date are able to lodge an entry into a draw. The draw will be conducted by the Shire President after the closing date for early payment. The prize to be offered this year is \$600 in Community Cash Vouchers.

Statutory Environment

Sections 6.2 Local Government Act 1995 - Local Government to Prepare Annual Budget.

During the period from 1 June in a financial year to 31 August in the next financial year, or such extended time as the Minister allows, each local government is to prepare and adopt*, in the form and manner prescribed, a budget for its municipal fund for the financial year ending on the 30 June next following that 31 August.

*Absolute Majority required

- (1) In the preparation of the annual budget the local government is to have regard to the contents of the plan for the future of the district made in accordance with section 5.56 and to prepare a detailed estimate for the current year of –
 - (a) the expenditure by the local government; and

- (b) the revenue and income, independent of general rates, of the local government; and
- (c) the amount required to make up the deficiency, if any, shown by comparing the estimated expenditure with the estimated revenue and income.

Other Sections of Local Government Act 1995 and Regulations:

- 6.47 Local Government Act - Concessions.
- Clauses 64 of the Local Government (Financial Management) Regulations 1996 – Set the due date(s) for the payment of rates.
- Section 6.45(3) of the Local Government Act 1995 and Clauses 67 and 68 of the Local Government (Financial Management) Regulations 1996 – Setting instalment plan administration charges and an interest rate for outstanding rates and charges.
- Section 6.51(1) of the Local Government Act 1995 and Clause 70 of the Local Government (Financial Management) Regulations 1996 – Setting an interest rate for the late payment of rates and charges.
- Section 6.11 of the Local Government Act 1995 – Create Reserve Funds.
- Sections 6.16 to 6.19 of the Local Government Act 1995 – Setting of fees and charges. Fees imposed as part of the budget adoption process do not require public notice to be given.
- Section 6.47 of the Local Government Act – Concessions (applicable to the Landfill Site Maintenance Rate).
- Regulation 34(5) of the Local Government (Financial Management) Regulations requires a local government, each financial year, to adopt a percentage or value, calculated in accordance with the Australian Accounting Standards, to be used in statements of financial activity for reporting material variances.

Section 66 of the Waste Avoidance and Resource Recovery Act 2007 allows a local government to impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides.

Section 67 of the Waste Avoidance and Resource Recovery Act 2007 allows a local government to impose a receptacle charge such as for a kerbside rubbish collection service and/or a kerbside recycling collection service.

Integrated Planning

- Strategic Community Plan
 - Key Goal 5 - Our leadership will be visionary, collaborative and accountable
 - Objective 5.1 - Our community actively participates in civic life
 - Strategy 5.1.4 - People receive Shire information, services and opportunities according to their needs

- Objective 5.2 - We maintain high standards of governance, accountability and transparency
- Strategy 5.2.3 - Ensure organisational capability
- Strategy 5.2.6 - Ensure the future financial sustainability of the organisation
- Strategy 5.2.8 - Ensure all legislative responsibilities and requirements are met
- Objective 5.3 - We operate within the Integrated Planning Framework
- Strategy 5.3.1 - Implement the Shire's Integrated Planning Review Cycle
- Strategy 5.3.2 - Apply best practice asset management principles

➤ Corporate Business Plan

The preparation of the annual budget is structured around the Corporate Business Plan which is reviewed annually. Where actions of the Corporate Business Plan identified for implementation in 2019/20 required specific funding this funding has been included in the draft budget.

➤ Long Term Financial Plan

The contents of the Long Term Financial Plan were a determinant in developing the 2019/20 budget.

➤ Asset Management Plans

The principles outlined in Council's various asset management plans have been referred to when developing the budget.

➤ Workforce Plan

In 2018/19 Council endorsed a new Workforce Plan which incorporated a comprehensive review of its organizational structure.

A workforce plan identifies and reports on the internal capacity to meet current and future needs of the goals and objectives of the Shire and the community, both in capacity and capability. It identifies the gaps or surplus in human, assets or financial resources and identifies strategies to ensure there are the right people in the right place and at the right time to deliver on objectives and realistic expectations. The plan is to address gaps between current and future workforce capability, identify areas of skill or capacity shortage, and outline strategies to address them.

The recommendations in the workforce Plan have been funded in the 2019/20 budget.

➤ Other Integrated Planning

The Strategic Works Program, Plant/Fleet Replacement Plan, Furniture & Equipment plans and Building Capital and Maintenance Plan are major informing documents in the development of the annual budget.

Policy

Council Policy F.7 – ‘Reporting Forecast Budget Variations’ sets out the level of material variances to the budget that must be reported to Council. Although Council has adopted this policy, Regulation 34(5) of the Local Government (Financial Management) Regulations requires Council to annually adopt a percentage or value for reporting of budget variations, hence this matter has been included in the officer recommendation.

Budget Implications

The annual budget identifies how funds will be sourced and allocated in the forthcoming year, and allows for the imposition of rates which is a primary income stream from which services and upcoming projects may be funded.

Fiscal Equity

Whilst the budget contains a number of projects that have an impact on individuals and groups, this item concerns the adoption of the budget and the allocation of funds towards a large number of activities, functions and projects of the Council.

Whole of Life Accounting

The budget proposes the allocation of funds towards a large number of activities, functions and projects of the Council. Where required for specific projects the concept of whole of life accounting will be investigated and if necessary reported on to the Council.

Social Equity

Whilst the budget contains a number of projects that have an impact on the social fabric of the community, this item concerns the adoption of the budget and the allocation of funds towards a large number of activities, functions and projects of the Council.

Ecological Equity

Whilst the budget contains a number of projects that have an impact on the environment, this item concerns the adoption of the budget and the allocation of funds towards a large number of activities, functions and projects of the Council.

Cultural Equity – Not Applicable

Risk Management – Not Applicable

Continuous Improvement

The budget will provide funds for a number of tasks or projects that will result in improvements to the functions and processes of the Shire.

Delegated Authority - Nil

Voting Requirements

Simple Majority other when requirement for Absolute Majority is noted for specific recommendations.

Council Decision *Moved Cr Scallan, Seconded Cr Mackman
SpC.02/0819 That in the 2019/20 financial year, Council impose the following rates in the dollar and minimum rates in the district:*

Category	Rate in \$	Minimum Rate
Gross Rental Value (GRV) Properties	8.7045 cents	\$942.00
Rural Unimproved Value (UV) Properties	0.6317 cents	\$1,168.00
Mining Unimproved Value (UV) Properties	7.5684 cents	\$523.00

Absolute Majority 6/1

Cr Nicholas voted against the Motion

Council Decision *Moved Cr Bookless, Seconded Cr Moore
SpC.01/0819a That in the 2019/20 financial year, Council imposes Rubbish Collection Charges as follows:*

- **\$79.00 per annum per 120 litre or 140 litre rubbish bin (noting a 240 litre rubbish bin represents two 120 litre services); and**
- **\$69.00 per annum per 240 litre recycling bin.**

and that these charges be included in the 2019/20 Schedule of Fees & Charges.

Absolute Majority 7/0

Council Decision *Moved Cr Moore, Seconded Cr Bookless
SpC.02/0819b That in the 2019/20 financial year, Council, under Section 66 of the Waste Avoidance and Recovery Act 2007, imposes a Landfill Site Maintenance Rate (for the purpose of funding all its waste services other than kerbside rubbish and recycling collection services). Furthermore Council sets the following rates in the dollar for the Landfill Site Maintenance Rate however noting that under Section 6.35 of the Local Government Act and Regulation 52A of the Local Government (Financial Management) Regulations all rateable properties will be charged the minimum rate only:*

GRV - \$0.00023779

UV - \$0.00006278

Minimum Rate - \$195.00

Absolute Majority 7/0

Council Decision *Moved Cr Scallan, Seconded Cr Mackman
SpC.02/0819c That for the Landfill Site Maintenance Rate the following concessions will be applicable:*

*“Where more than one assessment is held in identical name or names, no more than one charge will apply, except in the following situations:
(iii)A habitable dwelling house or commercial rented premises is situated on the additional property; or*

(iv)The additional properties are separated by more than 10 kilometres as measured cadastrally on an appropriate map”.

Absolute Majority 7/0

Council Decision Moved Cr Nicholas, Seconded Cr Moore

SpC.02/0819d That a concession of 10% of the rates raised be granted to properties previously rated in the ‘UV Urban Farmland’ differential rating category. This concession is in recognition of the higher values applied to properties within the townsite as opposed to land outside of the townsite. The concession be granted to the following rate assessments:

A29624

A39009

A41717

Absolute Majority 7/0

Council Decision Moved Cr Moore, Seconded Cr Nicholas

SpC.02/0819e That in the 2019/20 financial year, Council nominate due dates for the payment of rates and service charges as follows:

Payment in Full	Payment in Instalments
27 September 2019	27 September 2019
	27 November 2019
	28 January 2020
	30 March 2020

Carried 7/0

Council Decision Moved Cr Bookless, Seconded Cr Scallan

SpC.02/0819f That in the 2019/20 financial year, Council impose penalty interest at 11% per annum, calculated daily, on rates and service charges remaining unpaid (excluding eligible pensioners opting to defer the payment of their rates), after the due dates identified in Part 5 above.

Absolute Majority 7/0

Council Decision Moved Cr Moore, Seconded Cr Bookless

SpC.02/0819g That in the 2019/20 financial year, Council impose instalment plan administrative fees and interest for the payment of rates and service charges as follows:

- **\$8.35 per instalment (not including the first instalment); and**
- **5.5%.**

Absolute Majority 7/0

Council Decision **Moved Cr Nicholas, Seconded Cr Bookless**
SpC.02/0819h That Council note that pursuant to Section 6.16 of the Local Government Act 1995, it has already adopted at its May 2019 meeting the Fees and Charges included in the draft 2019/20 Budget document noting that revised kennel fees for impounded dogs and cats were adopted at its June 2019 meeting.

Absolute Majority 7/0

Council Decision **Moved Cr Moore, Seconded Cr Boyle**
SpC.02/0819i That for the financial year ending 30 June 2020, Council transfer funds to and from the Reserve Funds, as is specified in the 2019/20 Draft Budget.

Carried 7/0

Council Decision **Moved Cr Scallan, Seconded Cr Boyle**
SpC.02/0819j That the Romans Reserve be amalgamated with the Assets & GRV Valuations Reserve with the latter to remain the name of the Reserve Fund.

Absolute Majority 7/0

Council Decision **Moved Cr Moore, Seconded Cr Bookless**
SpC.02/0819k That for the financial year ending 30 June 2020, Council transfer funds to and from the Trust Account, as is specified in the 2019/20 Draft Budget.

Carried 7/0

Council Decision **Moved Cr Scallan, Seconded Cr Nicholas**
SpC.02/0819l That Council adopt the balanced 2019/20 Draft (Statutory) Annual Budget, including the Rate Setting Statement which indicates that \$4,667,928 in rates is to be raised, as presented.

Absolute Majority 7/0

Council Decision **Moved Cr SCallan, Seconded Cr Mackman**
SpC.02/0819m That in accordance with Policy F7 (Reporting Forecast Budget Variations Policy), for the financial year ending 30 June 2020 Council adopt a percentage of plus or minus 10% up to \$50,000 at sub-program level, and 5% over \$50,000 at sub-program level, to be used for reporting material variances of actual revenue and expenditure in the monthly reports of financial activity. The exception being that material variances of \$1,000 or less are non-reportable.

Carried 7/0

Council Decision **Moved Cr Bookless, Seconded Cr Moore**
SpC.02/0819n That Council approves the following incentive prize for the early payment of rates in full by the due date of 27 September 2019:

- \$600 Community Cash Vouchers

Absolute Majority 7/0

**Council Decision Moved Cr Scallan, Seconded Cr Mackman
SpC.02/0819o That Council note the updated information provided by Blues at Bridgetown Inc. regarding that organisation’s compliance to the Associations and Incorporations Act 2015 and provision of grant acquittals and accordingly confirms the allocation of \$11,892 in the 2019/20 budget as a community grant towards facility hire and road closure costs for the 2019 Blues at Bridgetown Festival.**

Carried 7/0


Matters Behind Closed Doors (Confidential Items) - Nil

Closure

The President closed the Meeting at 6.34pm

List of Attachments

Attachment	Item No.	Details
1	SpC.01/0819	Detailed Alignment Plan for Mine Access Road
2	SpC.01/0819	Copy of Submission
3	SpC.01/0818	Draft 2019/20 Budget (separate Attachment)

Minutes checked and authorised by T Clynch, CEO		16.8.19
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LIVE

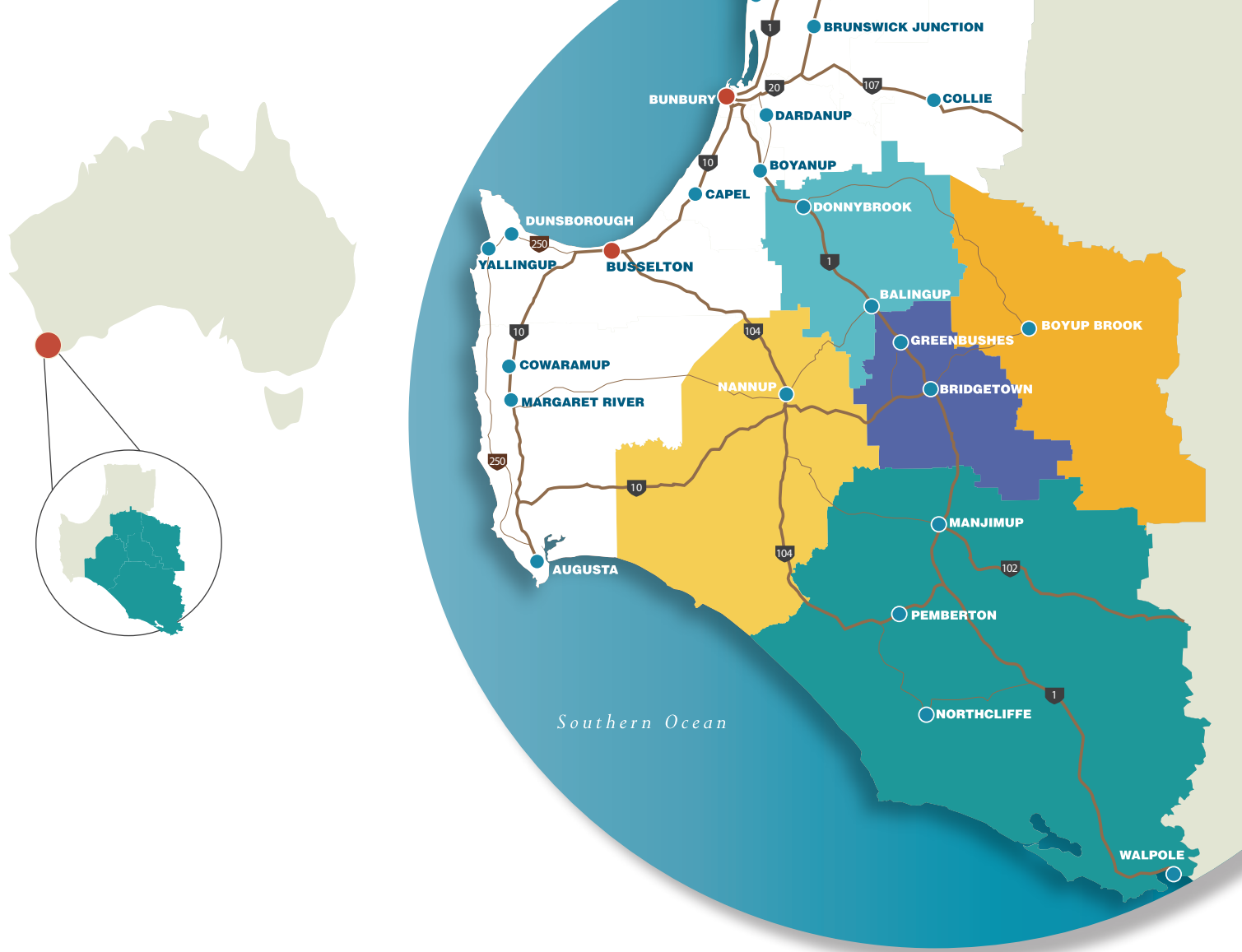
LOVE

WARREN BLACKWOOD



YOUR PLACE TO CALL
home





Discover the shires and localities that comprise the wonderful Warren Blackwood region.

With so many great places to live, the only problem you'll have is deciding where to call home.

WARREN BLACKWOOD LOCALITIES

Shire of Nannup

Nannup, Carlotta, Cundinup, Donnelly River, Jalbarragup, Peerabeelup and Scott River

Shire of Manjimup

Manjimup, Pemberton, Northcliffe, Walpole, Deanmill, Jardee, Nyamup, Palgarup, Quinninup, Tone River and Windy Harbour

Shire of Boyup Brook

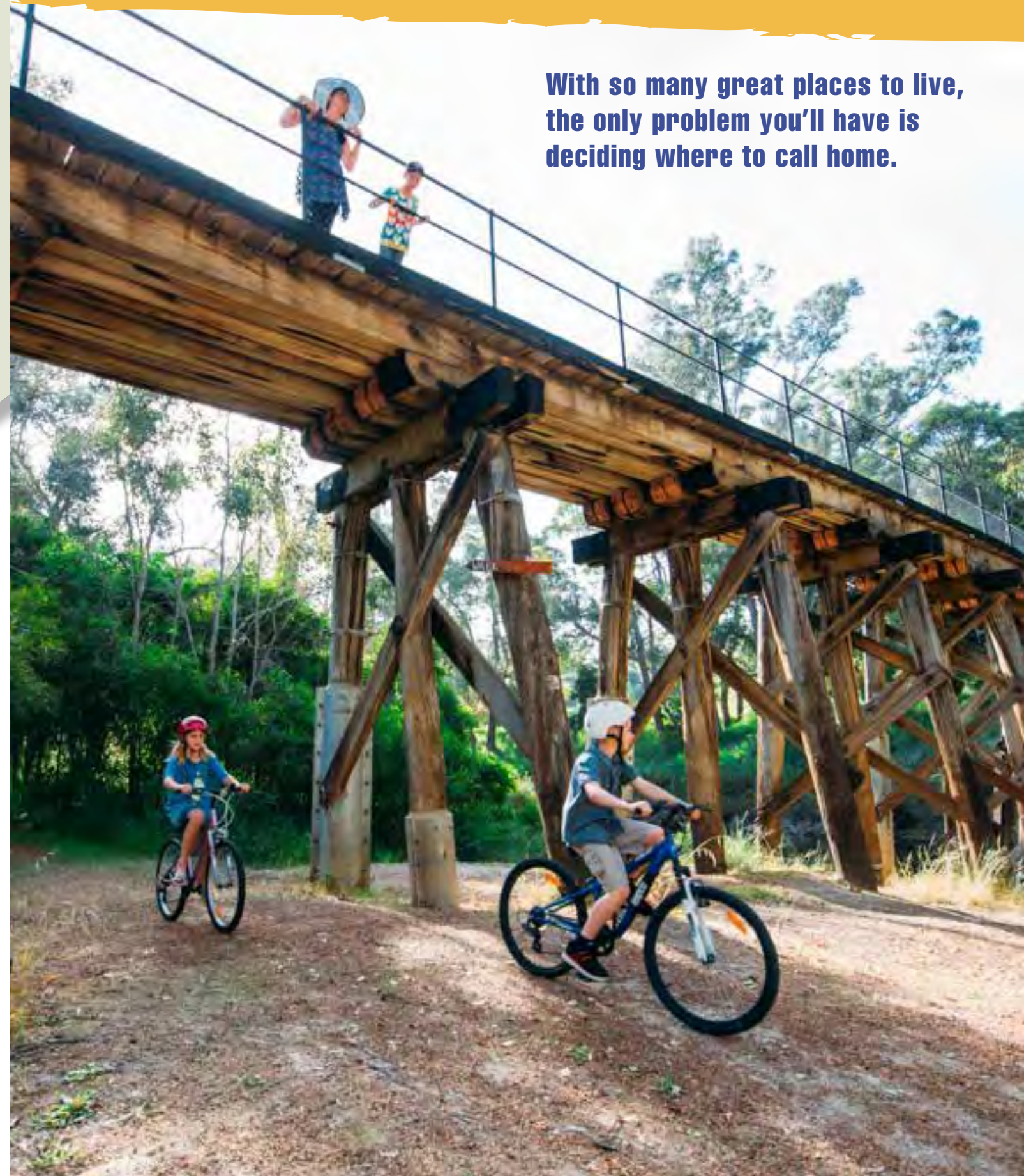
Boyup Brook, Dinninup, Mayanup, Tone Bridge, McAlinden and Wilga

Shire of Bridgetown-Greenbushes

Bridgetown, Greenbushes, Yornup, Hester, Catterick, Winnejup, Maranup Ford, Hester Brook, Kangaroo Gully, Wandillup, Glennlynn, Sunnyside and Kingston

Shire of Donnybrook-Balingup

Donnybrook, Argyle, Balingup, Brookhampton, Grimwade, Kirup, Lowden, Mullalyup, Mumballup, Newlands, Noggerup and Yabberup



COME FOR THE EMERGING
CAREER OPPORTUNITIES.

Stay for the lifestyle.



In the heart of the South West of Western Australia, you'll find the Warren-Blackwood. It's a great place to live and work. But be warned – once you make the move, there's no going back. You'll want to stay forever!

Such is the appeal of this sub-region of the South West that many visit for a holiday to wind-down and end up wishing they can stay longer. Why not actually do what many only dream of and make the move? Do so and you will enjoy the benefits all year 'round!

Relocate to the Warren Blackwood for work and you'll feel as though you are a local in no time. The strong community life afforded by the towns that span the region means you'll make a smooth transition to living here.

You'll love the slower pace – and no peak hour traffic. Here there is a chance to see the seasons change in a landscape incorporating forests, rivers and rolling hills. And all this of course, makes for a great outdoors lifestyle. You will love navigating the cycling and walking trails,

fishing at the beach and in rivers. It's a great place in which to raise children, giving them the chance to explore the great outdoors situated right on your doorstep.

The Warren-Blackwood boasts a rich heritage and excellent standard of living, with access to a range of amenities and the opportunity to pursue interests in a diversity of fields ranging from sports to arts and dining. The town centres feature tempting boutiques and cafes. And with a diversity of accommodation options available, people can take their pick from housing that's located in town, take up the opportunity to have a rural property, or set up in a timber mill cottage or caravan park.

There are a number of places to call home in the region. All are well-situated within close proximity of major regional centres such as Bunbury and Busselton, and each offer a unique character. Take the time to tour the region and you'll choose to call it home in no time.



SHIRE OF

BOYUP BROOK

Open spaces, friendly faces – this is Boyup Brook. Enjoy a country lifestyle, warm hospitality, expansive landscapes and a relaxed atmosphere. It's a place where people know each other's names and reap the rewards of being part of a small, connected community.

Located where the forest meets the Wheatbelt, Boyup Brook is situated on the banks of the Blackwood River and offers opportunities for a quieter life with affordable housing options in town as well as on larger rural blocks. It also has a crankin' country music scene.

All the essentials are covered covered in this small, perfectly formed town.

Snapshot



Population 1756



Median house price
\$203,000

Median rent
\$230/week



Economy – Agriculture



Education –
Public (K-6 and 7-10)
Private (K-6)



Early learning centre

The Country Music Capital of WA





Health+Wellbeing

Hospital, general practice, chemist, visiting chiropractic services, residential aged care facility.



Facilities

Library, swimming pool, sports and recreation facilities, parks and amphitheatre, community resource centre.



FAST FACT

Boyup Brook is known as the country music capital of WA

Major events

Boyup Brook Country Music Festival, Boyup Brook Ute and Truck Muster, Harvey Dickson's Rodeo.



Where you belong

Boyup Brook is a great spot to settle, unwind and enjoy a strong sense of belonging. You'll adore the country charm, as well as the wide tree-lined streets, cute cafes, quintessential pub and quaint specialty store options. There are plenty of opportunities to join in the community and get energised – whether it's team sports, enjoying the surrounding natural landscape or indulging your passion for the creative arts.

Own acreage, grow-your-own on a smaller plot or enjoy the benefits of being right in town – without any of the hustle and bustle. All this within half an hour of the Greenbushes mine and comfortable reach of the major centres of Bunbury, Manjimup and Collie.





SHIRE OF

NANNUP

Nannup's unique charm and relaxed rural lifestyle make it the perfect place to raise a family or to live a quieter life away from the urban rush. With its iconic village green, friendly community and strong connection to its surrounding environment, Nannup offers up a number of options for enjoying the great outdoors. Take advantage of the network of cycling, walking, canoeing and bridle trails. The mountain biking trails located close to town are especially popular and attract big events. There are also natural attractions to explore such as Donnelly River and Lake Jasper.

The name "Nannup" comes from the Noongar people and means "stopping place" – so stop and find your place to call home.

**Music, art,
nature,
community...
It's so Nannup**

Snapshot



Population 1363



Median house price
\$295,000

Median rent
\$280/week



Timber, agriculture and dairy,
cottage industries



Education
Public (K-10)



Early learning centre





Major events

Nannup Music Festival, Nannup Flower and Garden Festival, Forest Rally and cycling events.



Health +Wellbeing

Hospital, general practice, chemist, chiropractor, independent living senior's accommodation.



Facilities

Library, sports and recreation facilities, park and amphitheatre, community resource centre.

FAST FACT

The Blackwood River Valley is a popular place to enjoy Autumn colour

Community life

A lot happens in this little town where there's so much to enjoy. Nannup is home to thriving events, a range of attractions and small local businesses, as well as buzzing community groups. As a resident you will be part of a community that is keen to support progress as well as preserve its rural appeal and relaxed culture.

Surrounded by forest, Nannup is strategically situated just over half an hour from the tourist hot-spots of Busselton and Margaret River and regional mining operations. It is part of the picturesque 'Golden Triangle' scenic route, which follows the Blackwood River to Balingup and Bridgetown.



SHIRE OF

MANJIMUP

Situated centrally in the midst of the Southern Forests, you'll find the Shire of Manjimup. Both diverse and dispersed, the district offers up a number of attractive places to call home. There is no shortage of options for choosing your new lifestyle address – from the regional centre of Manjimup itself to smaller towns surrounded by the towering Southern Forests such as Pemberton and Northcliffe, through to the coastal communities of Walpole and Windy Harbour.

Providing a regional hub for services and facilities, Manjimup town centre is currently undergoing a major revitalisation that is improving amenities and creating new attractions.



Snapshot



Population 9159



Median house price
\$240,000

Median rent
\$240/week



Agriculture, regional services
hub, retail and tourism



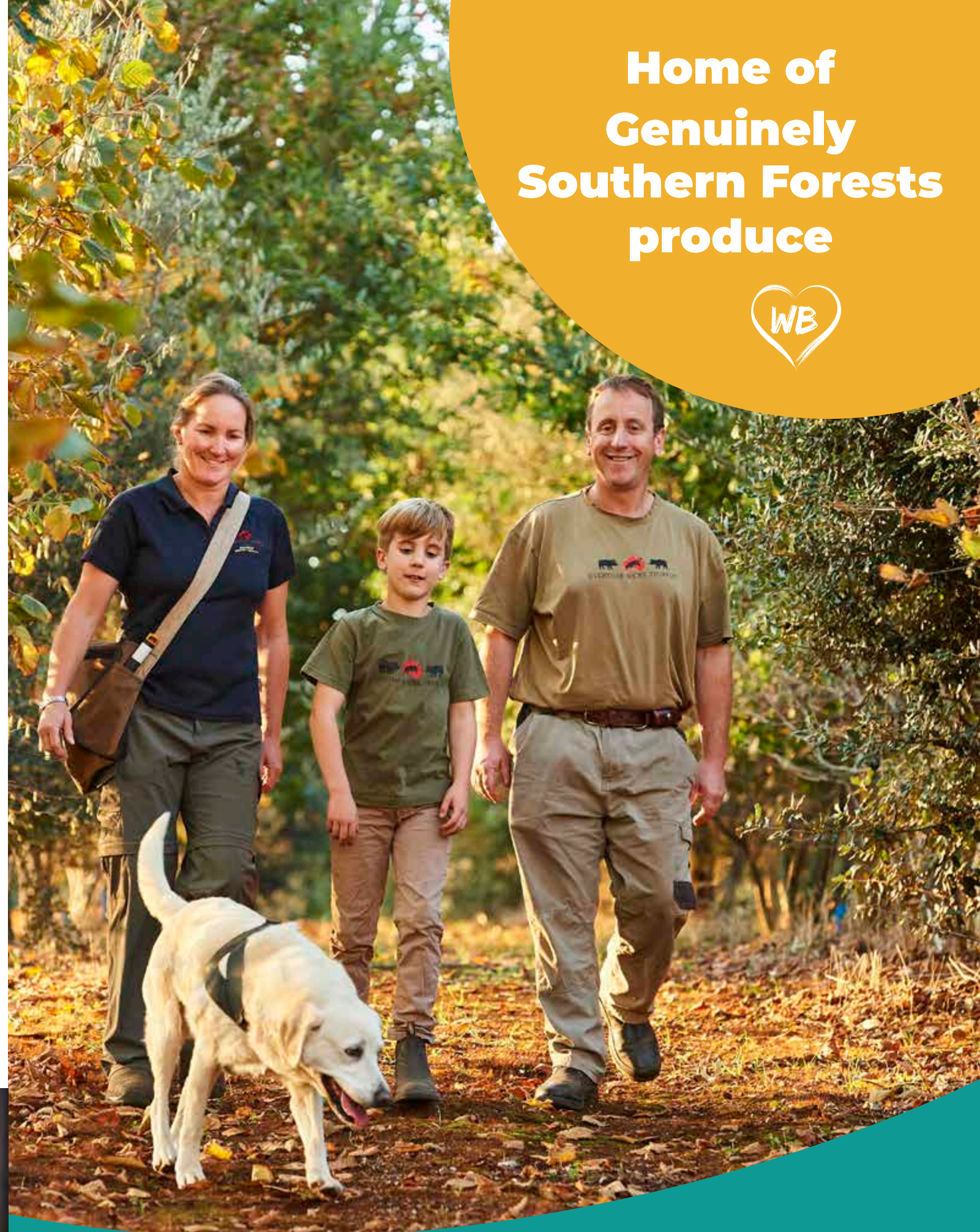
Education –
Public (K-12)
Private (K-10)
South Regional TAFE campus



Early learning centre



Home of
Genuinely
Southern Forests
produce



www.manjimup.wa.gov.au



Health + Wellbeing

Hospital, general practices, dental clinics, chemists, chiropractors, optometrist, residential aged care facility, independent living senior's accommodation.



Facilities

Library, swimming pool, sports and recreation facilities, parks and amphitheatre, family centre, community resource centre.



FAST FACT

Australia's most successful apple – *the Pink Lady* – was created in Manjimup

Major events

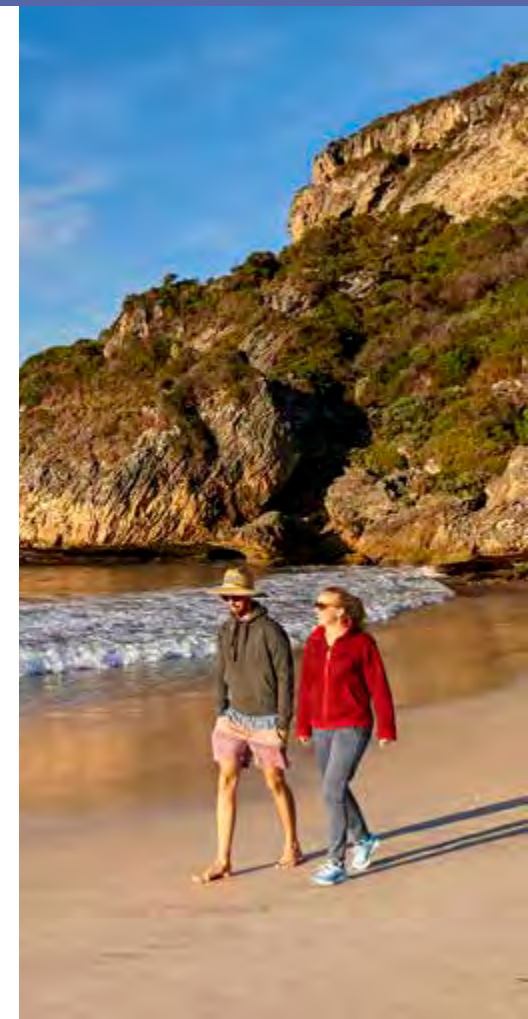
Manjimup Cherry Harmony Festival, Manjimup 15,000 motocross event, Pemberton Classic, Truffle Kerfuffle.



Country meets convenience

The Manjimup district is where country meets convenience. It features a retail hub in the town of Manjimup and is surrounded by smaller settlements. The district boasts the natural beauty of tall timbers, rugged coastlines, inland waterways, picturesque waterfalls and scenic lookouts.

Set within the "Food Bowl" of WA, Manjimup continues to grow and attract investment across a range of sectors. There is a strong focus on dairy, avocado, apple and truffle production, as well as significant interest in the retail sector. Manjimup CBD hosts an extensive range of retailers, services and facilities. There is a bustling light industrial area on the edge of town.





SHIRE OF BRIDGETOWN GREENBUSHES

Make a “tree change” to the beautiful Blackwood Valley and enjoy the peaceful lifestyle that comes from calling the Bridgetown-Greenbushes district home.

In Bridgetown, you’ll adore the main street with its cafes and quirky shops, thriving arts scene, enchanting misty mornings and the majestic Blackwood River.

The historic mining town of Greenbushes – home to the world’s highest grade hard rock lithium resource – offers work-life balance in a close knit and energetic community. With a second expansion announced for the mine and a third expected, the town is at the centre of the lithium boom that is generating exciting new employment opportunities and attracting new residents to the area.

The Winter Capital of WA



Snapshot

- Population 4722
- Median house price
\$350,000 – Bridgetown
\$194,500 – Greenbushes
Median rent
\$320/week – Bridgetown
- Economy – Agriculture, mining, tourism, retail
- Education –
Public (K-10)
Private (K-6)
- Early learning centre
Day care centre



Health + Wellbeing

Hospital, general practice, dental clinic, chemist, chiropractors, residential aged care facility, independent living senior's accommodation.



Facilities

Library, swimming pool, sports and recreation facilities, parks and amphitheatre, family centre, community resource centre.

FAST FACT

Greenbushes is home to the world's highest grade hard rock lithium resource



Major events

Blues at Bridgetown, Bridgetown in the Winter Festival, Festival of Country Gardens.



Nip to the shops

Bridgetown-Greenbushes residents enjoy many services you might not always find in small towns. Bonuses of living in the area include easy access to supermarkets and a chemist which are open seven days a week. There is also an enviable selection of places to wine and dine, as well as trades and suppliers to meet personal, house and transport needs. There are ongoing opportunities to develop niche businesses and address emerging demand for services.

Finding something to do in your spare time is a breeze. There are a wide range of indoor and outdoor recreational and sporting options, as well as many active community groups and clubs.



SHIRE OF

DONNYBROOK

BALINGUP

The Shire of Donnybrook-Balingup is well-known for apple-growing and being home to the biggest free entry playground in Australia – a major drawcard for families. The district offers attractive lifestyle options that allow residents to experience the magic of country life while benefiting from easy access to the services of larger populations close at hand. Both Donnybrook and Balingup have lively town centres at their heart. Typical of the surrounding region, the towns feature winding rivers, rolling hills, vineyards and orchards. In the Donnybrook town centre you will find a range of services and facilities, and in Balingup you will be captivated by the village atmosphere, boutique shops and colourful events.

Snapshot



Population 6062



Median house price
\$273,000 – Donnybrook
\$320,000 – Balingup

Median rent
\$340/week



Economy – Fruit orchards,
forestry, marron, sandstone



Education –
Public (K-10)
Private (K-6)



Child care centre

Find friendly
scarecrows
in Balingup's
main street



www.donnybrookbalingup.wa.gov.au





Health +Wellbeing

Hospital, general practice, dental clinic, chemist, chiropractor, independent living senior's accomodation, residential aged care facility.



Facilities

Library, swimming pool, sports and recreation facilities, parks and amphitheatre, community resource centre.



FAST FACT

Donnybrook is home to the biggest free entry playground in Australia – the *Apple FunPark*

Major events

Donnybrook Apple Festival, Donnybrook Food and Wine Festival, Balingup Medieval Carnival, Telling Tales in Balingup, Balingup Small Farm Field Day



City meets country

The Donnybrook-Balingup area offers a taste of the country within city proximity. Centrally located near neighbouring Bunbury, Capel, Collie and Bridgetown-Greenbushes, the area boasts established community organisations and amenities. And the district is home to some of the many distinctive events the Warren-Blackwood area is famous for.

Initiatives to revitalise the Donnybrook town centre are underway to ensure the town retains its iconic attractions. There is also a focus on increasing the range and diversity of industries and businesses that provide employment opportunities within the district.



SOUTH WEST IS BEST

– and you'll find out why when you live here

By setting up home in the Warren Blackwood, you will enjoy the benefits of living in the South West of Western Australia. It's a lifestyle region that is the most popular in the state outside of the Perth metropolitan area.

And it's easy to see why.

The combination of country life and regional amenity that you find in the South

West makes the region a great place to visit and an even better place to stay – all year 'round. Some might say, living here is better than a holiday.

**Some might say,
it's better than
a holiday.**

Take advantage of your weekends and time off by making the most of all that the dynamic South West has to offer. From the vineyards, surfing beaches and caves of the Margaret River region to the dining, shopping

and entertainment of Bunbury Geographe, it's all here in the region. And because everything in the South West is only a short distance away, you can

experience a lot in just one day – whether that be the events the region is well known for or hiking among towering trees or exploring boutique shops.



Fast facts



Population 175,904

Largest employers

Mining, construction, and rental/hiring/real estate



Jobs growth

World's highest grade hard rock lithium resource is at Greenbushes

Attractions

The South West is the most visited region in Western Australia



Filming location

Jasper Jones and Drift are among the movies shot in the region

Food bowl

The South West produces 77% of Australia's truffles and mushrooms





LIVE
LOVE

WARREN BLACKWOOD

*For more information visit Shire websites or contact
South West Development Commission on 08 9777 1555*

www.swdc.wa.gov.au



MEMORANDUM OF UNDERSTANDING WARREN BLACKWOOD SUB-REGIONAL PROSPECTUS

BETWEEN:

THE SHIRE OF BOYUP BROOK

THE SHIRE OF BRIDGETOWN-GREENBUSHES

THE SHIRE OF DONNYBROOK-BALINGUP

THE SHIRE OF MANJIMUP

THE SHIRE OF NANNUP (“the Shires”)

AND

SOUTH WEST DEVELOPMENT COMMISSION (“SWDC”)

PURPOSE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Warren Blackwood Sub-Regional Prospectus.

In particular, this MOU is intended to set forth the terms and conditions under which the Warren Blackwood Sub-Regional Prospectus partners will provide public access to digital and hard copies of the Warren Blackwood Sub-Regional Prospectus and review content.

SCOPE

This MOU defines the services and key project parameters to be provided by the Shires and SWDC including:

- Responsibility for maintaining content and public access;
- Responsibility for project expenses;
- Responsible parties in each institution;
- Establishes a mechanism for modifying, extending, or terminating the MOU.

BACKGROUND

The Warren Blackwood Sub-Regional Prospectus for the five Shires within the Warren-Blackwood (Donnybrook-Balingup, Bridgetown-Greenbushes, Nannup, Boyup Brook and Manjimup) has been developed to promote the various benefits of living and working in each of these localities and the sub-region as a whole. SWDC has been an active partner in the development of the document.

SHIRE RESPONSIBILITIES UNDER THIS MOU

The Shires shall undertake the following activities:

- Deliver information as applicable to ensure the currency and accuracy of the Warren-Blackwood Sub-Regional Prospectus;
- Share the current, endorsed version of the Warren Blackwood Sub-Regional Prospectus for public access on Shire websites;
- Manage the distribution of hard copies of the Warren Blackwood Sub-Regional Prospectus as deemed appropriate;
- Promote the Warren Blackwood Sub-Regional Prospectus as applicable;
- Review the Warren Blackwood Sub-Regional Prospectus annually to ensure content is current.

SWDC RESPONSIBILITIES UNDER THIS MOU

SWDC shall undertake the following activities:

- Develop the draft document based on information provided by the Shires and including summary contextual detail;
- Provide a draft digital design copy of the inaugural Warren Blackwood Sub-Regional Prospectus;
- Store the current, endorsed version of the Warren Blackwood Sub-Regional Prospectus and apply version changes as identified through the annual review process;
- Promote the Warren Blackwood Sub-Regional Prospectus as appropriate.

POINTS OF CONTACT

The Shires and SWDC will designate POCs within their respective organizations to implement the MOU. The POCs will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective officers responsible for implementation and maintenance will effectively communicate and keep all parties up-to-date on identified responsible parties.

EFFECTIVE DATE/DURATION/AMENDMENTS

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last for five years thereafter. The MOU may be extended or amended to allow for related efforts by mutual agreement of the parties. Any party may withdraw from this agreement upon one hundred eighty (180) days written notice to the other parties.

FUNDING

No funds are to be exchanged between the Shires and SWDC in connection with the provision of services under this agreement.

EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of all Shire and SWDC authorized representatives. It shall be in force from (date)_____ to (date) _____.

All parties indicate agreement with this MOU by their signatures.

Signatures and dates

Shire of Boyup Brook

Signature _____

Date_____

Shire of Bridgetown-Greenbushes

Signature _____

Date_____

Shire of Donnybrook-Balingup

Signature _____

Date_____

Shire of Manjimup

Signature _____

Date_____

Shire of Nannup

Signature _____

Date_____

South West Development Commission

Signature _____

Date_____

WARREN BLACKWOOD

Sub-regional growth plan 2019



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FOREWORD

The Warren-Blackwood sub-region is situated in heart of Western Australia's South West. This Growth Plan is the demonstration of collaboration between the Shires of Bridgetown-Greenbushes, Boyup Brook, Donnybrook-Balingup, Manjimup and Nannup to develop a framework which provides a strategic overview of sub-regional economic and social priorities.

Driven by a shared vision to ensure the Warren-Blackwood maintains and develops its status as a safe and desirable area to live, work and play – this document shows the global changes impacting at a sub-regional level and highlights the resources, skills and opportunities within the area. It is linked to localised planning and development documents and aligned to the SW Regional Blueprint and State development priorities. By identifying sub-regional issues and highlighting core requirements to underpin growth and sustainability, it will assist facilitate and leverage current and emerging development and funding opportunities.



To collectively advocate for, and support, the sustainable economic and social development of the Warren Blackwood to ensure provision of quality services, facilities and amenity whilst retaining the iconic and appealing characteristics of each district.

MEGATRENDS – GLOBAL TRENDS WITH LOCAL IMPLICATIONS

Urbanisation: The shift away from rural areas to cities globally is increasing, with the majority of Australia’s population already living in urban areas. Factors such as economic security and the appeal of the facilities and services in new and growing settlements drive this movement. Whereas Australian settlements have traditionally been lower density, with dispersed urban and suburban areas reliant on car travel, there is an increase in the popularity of more densely populated towns and cities, particularly in inner city areas, with more efficient public transport systems. Changes to the density of population are also impacting housing styles and sizes, with reductions in urban lot sizes and an increased focus on eco housing and ‘green’ building practices.

Demand for adaptable and healthy built environments, with a focus on safe and accessible dwellings, public facilities, community spaces and travel networks is expected to increase. Urban and land use planning will need to be flexible and integrate changing technologies.

Health and Ageing: The entire developed world is experiencing the same trend where the aged demographic is a greater proportion of the overall population. Australians are living and remaining active for longer. Whilst our ageing population provides a wealth of knowledge, skills and experience, this megatrend will impact lifestyles, demand for services, the structure and function of the labour market and domestic growth areas. Nevertheless, it is expected that simultaneous evolution of improved technology and a qualified, experienced population will provide opportunities for older generations to continue to actively contribute to the economy and communities. Australia’s investment in prevention and public health has been shrinking, with significant implications to rural and regional areas.

The capacity to age-in-place and growing demand from older Australians for convenient access to a range of health and other services is anticipated to continue. The ability for people to remain in their own homes as they age for as long as they are able will influence the nature and provision of personal care, transport systems and house design. Security and proximity to facilities will be primary considerations, as well as the availability of high-care facilities when staying at home is no longer an option and the quality of care these institutions provide. Connectivity to enable retention of established relationships and the development of new ones will also be a priority.

Resource availability: The Earth’s supply of natural resources, including minerals, energy, water and food is not infinite. Careful planning and management of resource supply, use and distribution will be necessary to optimise the use of resources in light of increasing competition and demand. It is expected that a greater focus on renewable and recycled resources will fall-out of this dependency.

Mineral deposits and the mining industry are key economic drivers in Australia however as these deposits are exhausted alternate metal supplies will need to be sourced. Energy consumption, sources, distribution and protection are key considerations for future development and sustainability, with a forecast 35% increase in demand for energy expected in Australia by 2030. Water consumption is also expected to rise 42% by 2026. As water security, allocation and accessibility influences habitation and food production, long term changes to rainfall patterns across Australia could impact existing and developing settlements. With a national average annual rainfall of only 465mms, water management will become critical in supporting sustainable communities and productivity.

Demand for energy continues to increase. Shifting focus to renewable energy sources and developing more sustainable waste management systems and self-sufficient 'off-grid' power and power storage options for buildings, precincts and public infrastructure in regional and remote areas reduces reliance on traditional energy sources and encourages sustainable growth. Green building design which reflects local environmental conditions has the capacity to integrate passive solutions and actively mitigate the restrictions of traditional service-reliant development.

Habitats and Biodiversity: Many of the world's natural habitats, plant and animal species are in decline or under threat of extinction. Australia is recognised as one of 12 megadiverse countries worldwide which together contain approximately 75% of the Earth's total biodiversity. Changes to rainfall patterns, rates of land clearing and the degree to which flora and fauna can be protected all impact biodiversity and ecosystems. As the majority of Australia's population is concentrated in the more fertile and temperate areas of the country, population growth will increase pressure on natural habitats and will need to be managed carefully. Ways to mitigate or reverse the effects of human activity on the natural environment such as careful land management, protection of valuable ecosystems, carbon sequestration, eco-tourism and an increased focus on green spaces will need to be investigated and implemented.

Whether climate change is influenced by human activity and/or variability resulting from the Earth's natural processes, there is global acknowledgement that it poses a risk for human activity and natural systems. Encompassing changes to weather patterns, average climate and the frequency and intensity of severe weather events, the implications are significant. Improvements in planning, building and infrastructure design to address the anticipated impacts of climate change are continuously evolving. The vast proportion of Australia's population lives within 50kms of the coast, with many cities, towns and critical infrastructure located along the coastline. Coastal settlements and urban fringe settlements near bushfire hazard areas are particularly vulnerable to the effects of sea-level rise and wildfire. The flow-on effects from coastal inundation of settlements have the capacity to impact productive land availability and ecosystems. Drought poses an additional threat nationwide. Hotter, drier conditions increase the regularity of high fire-risk days and the length of fire seasons.

Disaster resilience will rely on strategic planning to assess disaster vulnerability, identify ways to mitigate the risk of natural and unnatural disaster and/or lessen the impact of disasters when they occur.

Global Trade and Ecommerce: The global sharing of information is changing the face of the business world – disrupting traditional models and impacting consumption patterns. Encompassing not only trade in goods and services across the internet but also new ways of doing business and communicating with customers, suppliers and partners, E-commerce has been touted as an economic lifeline for rural and regional Australia. It offers businesses a cost effective way to expand into global markets, reduce transaction costs by dealing directly with suppliers and customers and streamline business processes. Skilful use of the Internet also creates opportunities for businesses and communities to present a regional image to the world and is a vital tool to not only sell but also engage – actively facilitating global business interest and encouraging the development of new products and services. Mobile devices are playing an increasing role in the mix of E-commerce.

The powerhouses of the new world economy are in Asia, specifically China and India. The expected transition from poverty of populations in South America and Africa will also have implications for world trade. This economic shift will create opportunities for new export markets, trade relations, business models and cultural ties for Australia.

Infrastructure: The demand for quality physical structures and facilities across cities and regions, including transport systems, energy, water and telecommunications networks continues to increase. Infrastructure affects productivity and quality of life, with both economic and social infrastructure (eg: schools, hospitals and emergency services) required to support prosperity and liveability. Review and optimised utilisation of existing infrastructure, combined with a focus on evolving technologies and comprehensive strategic planning will be critical.

Connectivity: Continually evolving technology is driving change across industry and society. Propelling communication and information transfer, connectivity continues to be a priority need and expectation for learning, entertainment and socialising. Demand for wireless access to support business management, emergency services, government service-provision and health care, as well as Wi-Fi in public spaces remains high. The integration of smart technology infrastructure into future development and retrofit of existing developments is already underway. Accessibility, affordability, speed and technology convergence will remain key drivers.

Service Provision: Expectations for high-quality service provision (consumer, societal, demographic and cultural) and advancements in digital technology have resulted in increased pressure for retail sector and human service delivery. The service industry makes up over 70% of Australia's GDP and dominates the economy, representing over 79% of the labour force. Providing connectivity is available and adequate, it is possible to access a range of services remotely that would be otherwise unavailable in some regional areas. This provides new opportunities and challenges as with improved access to a wider range of services comes greater competition from distant providers offering the same, if not more, services than those available locally. The degree to which virtual service provision is able to address regional needs is entirely reliant on the ICT capability of the local area and wider region.



**Rapid
Urbanisation**



**Climate Change
and
Resource Scarcity**



**Demographic
and
Social Change**



**Technological
Breakthroughs**



**Shift in Global
Economic
Power**

ASSETS & OPPORTUNITIES

“The Warren-Blackwood Region is a rich and diverse area; in many ways it is a regional icon of the State. It is renowned for its high karri forests, diversity of vegetation, the remote south coast, and its topography and landscape variety. The area is highly productive in terms of agriculture, forestry and mining and has been a main contributor to the development of the State’s economy. These natural assets and its close proximity to the Perth metropolitan area have also made it a popular tourism and recreation destination, with it being increasingly recognised as a desirable place to live.” (*Alannah MacTiernan -Warren Blackwood Rural Strategy*)

Safe Communities – with smaller, more connected populations and a strong sense of community pride, the towns and settlements in the Warren Blackwood are proud of their cultural diversity, inclusiveness, low crime rates and commitment to the health and wellbeing of the people who live in them.

Affordable housing – the housing market in the region is positive, with median prices remaining stable with a general upward trend in the larger towns. Property prices fall well under the metro median and offer a wide selection of block size and housing-style options.

Agribusiness – agricultural production remains a cornerstone of industry within this region. There is a wealth of opportunity to further develop productivity and sustainability through responsible land practices, integrated technology and careful management of natural resources. Recognised as a ‘food bowl’ of the State and home to some of Australia’s premium and niche-market produce, the region continues to develop its profile for high quality products and genuine provenance.

Emerging economic opportunities – a booming demand for lithium is driving expansion of mining operations within the region, offering direct and indirect opportunities. Technological advancements in resource management and optimising yield continue to support the development of new and more sustainable industry. The rapid evolution of information and communications technology has seen a greater focus on e-business and a growing demand for e-change (rural lifestyle, global connectivity).

Lifestyle and natural beauty – whether situated beside rivers, nestled in valleys, aloft hills affording breathtaking views, surrounded by forests or hugging the coast, the diversity of options to live and work surrounded by nature appeals on so many levels. With lifestyles to match the rich tapestry of towns, offering everything from quaint charm to modern amenity, there is something for everyone.

Tourism – given the region’s ample assets and proximity to internationally-recognised State tourism destinations, there are many opportunities to further develop across the spectrum of tourism, including agri- and aqua-tourism, eco-tourism, cultural and cuisine tourism. Recognised for the seasonality of the landscape and quality food and wine offerings, the base is already well-established.

Educational opportunities – although it is not realistic to expect investment in tertiary education centres in small communities, the region is well-provided for with regard to primary and secondary education. There is also a strong focus on pre-school service provision. Technology is driving change in educational delivery and access, reducing the limitations of living and learning in regional areas.

SOCIAL CAPITAL

Social capital represents both economic and cultural capital. The knowledge and skills, education, awareness and shared values of its population all contribute to the Warren Blackwood's significant assets in this area. Identified by many as a 'sense of community' or a feeling of 'belonging', it is demonstrated tangibly through the participation, support, acceptance and connectedness which typify the region. With a population of over 40,000, the Warren Blackwood features welcoming, safe environments and low crime levels with a skilled and educated workforce.

Prior to European settlement, the Warren Blackwood was inhabited by the Noongar people who retain their cultural heritage and community links throughout the region. Subsequent settlement has added to the rich tapestry of cultural diversity and recognition. Lower population densities and smaller settlements, a shared understanding of the complexities of rural living and active community support networks provide a high-degree of social capital within the Warren Blackwood.

It is understood that the demands of day-to-day life affect involvement with community groups, voluntary organisations and the time to mix with family, friends and neighbours. The rapid evolution of 'social' media, which supports virtual connectedness and has the capacity to address some issues of distance and isolation, is not a replacement for physical and social interaction. With learning, leisure and communication becoming more individual activities, ensuring the provision of high-quality and flexible educational, wellbeing and recreational facilities and services remains a key focus in the region.

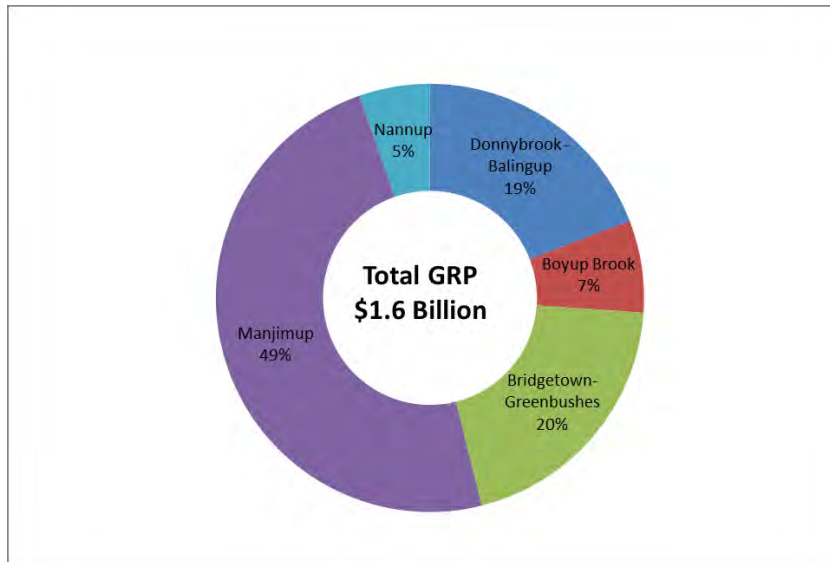
Projects and initiatives that support inclusion, engagement and access are given high priority. It is important to the residents of this region that health and education standards are maintained to encourage and retain population. Whilst it is understood, and often encouraged, that school leavers move away – they are encouraged to return, bringing the benefits of experience and knowledge gained elsewhere. The capacity to age in place, retaining established relationships and remaining close to family and friends, is key and demonstrated in the demographics and demands of the region.

The region regularly delivers a wide range of large and small events, celebrating all aspects of community. Many of these are organised and managed by dedicated community groups, not-for-profit associations and volunteers. Volunteerism is fundamental to the ongoing viability of many regional community and emergency services and participation is highly regarded.



GROWTH DRIVERS & ENABLERS

With average annual population growth and a strong, diversified economy, the South West region's contribution to Western Australia's Gross State Product has remained steady at around 5% over the last seven years. The region remains a preferred place to live with the most recent 'Living in the Regions' survey indicating that of all the regions in WA, the South West was highest in a number of categories which included happiness, lifestyle and safety.

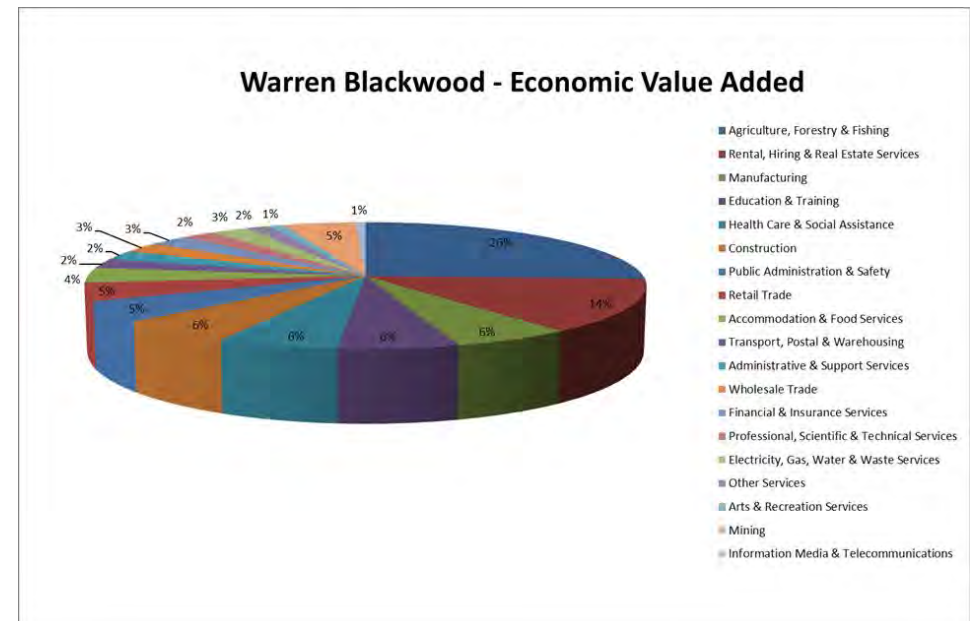


Mining and mineral processing remains the largest industry contributor to SW gross regional product and industry employment. Growing sectors of industry employment include services provision, transport and construction. Accessibility to export facilities, including the Bunbury Port, is a key factor influencing growth.

The Warren Blackwood comprises predominantly agriculture-based industries, although mining is significant and timber and tourism add extra value. In 2017 the Warren Blackwood's Gross Regional Product (GRP) was valued at \$1.6 billion. Of this amount, the Shire of Manjimup accounted for 49% of the total GRP followed by the Shires of Bridgetown-Greenbushes (20%), Donnybrook-Balingup (19%), Boyup Brook (7%) and Nannup (5%). Manjimup generates significant agricultural production, marking it as the second largest food production locality in Western Australia. Areas of opportunity for future growth remain in the inland areas of the Warren Blackwood which has comparative advantages in horticulture and beef production.

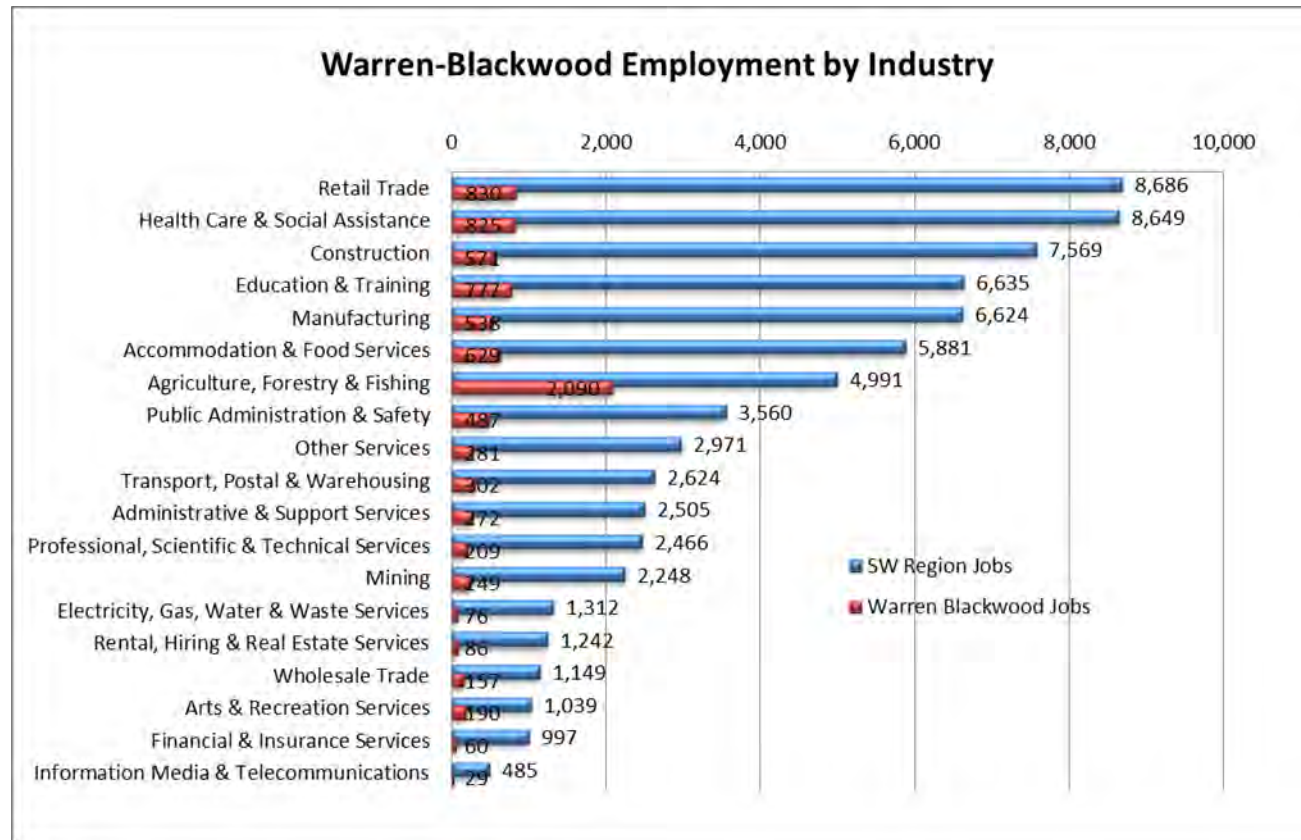
Whilst the timber industry no longer represents the economic value it previously did in this region, timber from regrowth hardwood forests and softwood plantations remains significant for the sawmill and woodchip industries. Renewable energy from biomass and higher yield activities such as veneering has the capacity to increase economic value going forward.

Increased world demand for lithium and tantalum has benefited mining operations at Greenbushes and is expected to have a flow-on economic benefit to surrounding towns and the wider region.



COMPARATIVE ADVANTAGE AND BUSINESS COMPETITIVENESS

Already dubbed the Foodbowl of the SW, with industry specialisations of state significance, there is widespread recognition of the role that agriculture currently plays, and has the capacity to play, in the Warren-Blackwood. From primary production through to an increasing focus on niche markets, value-add products and the streamlining of processing and transport options, the region is determined to develop its comparative advantage. The global demand for increased food production and the rapid development of the Asian region are also expected to drive growth in this area. Quality assurance and provenance are key consumer concerns and the Warren-Blackwood is well positioned to leverage off its reputation for ‘clean and green’ produce.



Whilst industry employment data shows that the agricultural, forestry and fishing industries are major employers in the Warren-Blackwood sub region, the global megatrend of high employment in service industries is also reflected. Throughout the area construction, manufacturing and trades are also well-represented.

New technologies are enabling alternate practices to improve quantity and quality of yield and improved business competitiveness in the region. Capacity to take advantage of these opportunities relies heavily on ICT connectivity, broad-range access and strong networks of well-connected and maintained transport routes to distribution points and retail markets.

Tourism is a small but growing part of the economy, with the region building its profile as a travel destination, offering high quality experiences, including eco and agri-tourism.

REGIONAL FRAMEWORK AND PRIORITIES

INFRASTRUCTURE

Water

- Water security - Ensure the Warren-Blackwood has long term water security for agriculture, industry and domestic purposes.
- Wastewater management/sewerage - Replace existing onsite wastewater disposal systems in the urban areas of all Warren-Blackwood towns with reticulated sewerage systems.
- Water supply – Remove barriers to industry for the development of light industrial land by ensuring permanent long term water supplies are provided for all towns and settlements in the sub-region.

Roads

- Ensure State and local roads are of a standard that allows efficient transport of resources and produce whilst still providing safe transport routes for the community and visitors.
- Support the construction of road and rail linkages to the Bunbury Port capable of meeting export growth and distributing on a national scale.
- Develop a consolidated approach to gravel acquisition between State and Local Government and industry.

Rail

- Support investigation to establish the viability of reopening of the Picton to Greenbushes (and possibly further to Manjimup) rail line (and potential rail hubs) for the Talison Lithium project, timber products and horticultural produce.

Sea and Ports

- Support the region's freight and passenger connectivity to national domestic and international sea routes including a container loading facility.

Aviation

- Support the region's freight and passenger connectivity to national domestic and international air routes.
- Support upgrades to both Manjimup and Busselton airports.
- Support the Bunbury rescue helicopter service.
- Support the unrestricted access of the Royal Flying Doctor Service to all regional airports.

Energy

- Ensure there is access to sustainable, affordable energy supplies to support a growing region.

Digital capability

- Ensure the region is capable of communicating and transferring data to world standards.

Sustainability

- Act to mitigate, and adapt to, climate change and sustain the environmental qualities which are intrinsic to the character of the region.

INDUSTRY & BUSINESS

Supporting new business and building capability

- Support industry and market diversification and workforce development.
- Support development of the manufacturing, processing and service industries in the region, particularly where this aligns with expanding and emerging industry and/or development.
- Create sufficient land to encourage and generate employment across industry sectors.
- Encourage the development of the creative sector and lobby for supporting infrastructure.
- Connect indigenous culture with regional initiatives and opportunities through engagement with indigenous corporations.
- Support development of, and access to, international markets.

National and international recognition

- Support international tourism and industry (import/export).
- Support regional branding and regional marketing initiatives.

Tourism

- Increase tourism's economic contribution by encouraging increased visitation from intrastate, interstate and overseas markets.
- Build capacity and support the development of tourism infrastructure in core South West experiences of wine and food, art and culture, events, local experiences and landscapes.
- Support regional development of agri-food tourism experiences
- Encouragement of suitable short stay accommodation across the region to facilitate longer stays by larger groups

International Engagement

- Establish long-term international relationships particularly focussing on, but not limited to, the Asia-Pacific region.
- Encourage understanding of international business practices and cultural awareness.
- Support foreign student education.

PEOPLE, PLACE AND COMMUNITY

Affordable and adaptable housing

- Encourage lifestyle choices and stimulate population growth by supporting development of a mix of housing options at a range of settlement scales.
- Encourage strategies to remove barriers arising from the "inland coastal divide" observed for property development in the South West.
- Support the development of fit-for-purpose housing developments to meet needs within the region.

Active ageing

- Support the capacity of the region to enable people to remain in their communities (age in place) and transition to appropriate care as required.
- Encourage active ageing by supporting a range of activities and initiatives focussed on engagement and inclusion.

Urban renewal/Town growth

- Leverage recent investment in regional growth centres to pursue additional government funding and boost private sector interest.
- Identify opportunities for neighbouring towns to leverage from regional growth centre developments.
- Develop town site growth plans to encourage economic and social development of towns and the region.

Education & training

- Advocate for regional capacity to deliver high quality primary, secondary school and tertiary education across a range of sectors.
- Support training based on innovative models of service delivery that can rapidly adapt to changing industry needs.

Emergency Response

- Advocate for local and regional capacity to deal with natural events including storm, fire flood, tidal surge and earthquake.

Health & wellbeing

- Advocate for hospital, General Practitioner, Primary Health Care and Ambulance services which have the capacity to meet regional demand.
- Advocate for access to primary health care programs that address general health, drug and alcohol abuse, mental health and obesity.
- Ensure the region has adequate, well-planned sports facilities and recreational spaces.

Community capacity and capability

- Support the provision of high quality health and human support services based in the community.
- Support volunteerism as a vital ingredient of community life.
- Foster strong, connected and cohesive communities.
- Support the development of community enterprises which encourage social and economic development.

Inclusion and engagement

- Support the development of safe, accessible communities.
- Recognise indigenous heritage and support indigenous engagement.
- Recognise diversity and support cultural awareness.

Leadership and collaboration

- Support the development of leadership capable of transitioning the region and driving regional growth.
- Encourage strategic development through collaboration and co-operation.

PRIORITY INITIATIVES

WATER

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Water Security - Irrigation for food production	Establish efficient systems for the distribution of fit-for-purpose irrigation water.	<ul style="list-style-type: none"> Southern Forests Irrigation Scheme 	✓	✓	
Wastewater/Stormwater Management	Further develop infill sewerage in LGA's.	<ul style="list-style-type: none"> Advocate for new reticulated sewerage/wastewater systems to service the town-sites of Boyup Brook and Northcliffe. Complete reticulated sewerage systems in Bridgetown, Manjimup, Pemberton, Walpole, Nannup and Donnybrook. Prepare and implement stormwater plans for town sites. 	✓		
Water supply - Light Industrial Area	Where a reticulated water supply is not available in existing or proposed LIA's, alternate water supplies, such as bore supplies, are explored.	<ul style="list-style-type: none"> Promote water pressure infrastructure that is maintained at a sufficient level to satisfy structural fire-fighting capability. Provide underground and/or surface water capability to service light industrial areas. 	✓	✓	✓
Water supply - Town and Settlements	Permanent water supply solutions are investigated and implemented in towns and settlements in the sub-region.	<ul style="list-style-type: none"> Continue to investigate and consider water catchment and re-use options for the sub-region. Advocate that Northcliffe, Walpole and Quinninup are provided with dedicated water supplies or form part of a permanent interconnected water system. Advocate for the delivery of a domestic water pipeline from Greenbushes to Kirup. Develop solutions to ensure the water storage capacity of dams (eg: Glen Mervyn, Dumpling Gully) are sufficient to meet community needs. 	✓		

ROAD

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks – Regional road network	<p>Secure ongoing funding for local roads and bridges to contain accelerated depreciation arising predominantly from resource and produce haulage.</p> <p>Ensure regional road network supports effective tourism routes through the region.</p> <p>Freight routes from Scott River, Warren Blackwood and other agricultural sectors meet requirements for export of food/produce.</p>	<ul style="list-style-type: none"> • Complete the South Western Highway upgrades from Donnybrook to Walpole 	✓	✓	✓
		<ul style="list-style-type: none"> • Support Bunbury/Albany tourist route via Boyup Brook - upgrade Cranbrook Rd from the Kojonup Rd intersection, south to Albany Hwy. 	✓	✓	✓
		<ul style="list-style-type: none"> • Upgrade Graphite Rd, Coronation Rd, Brockman Hwy, Nannup-Balingup Rd and Maranup Ford Rd as strategic tourism roads. 	✓	✓	✓
		<ul style="list-style-type: none"> • Review (lowering) of speed limits on south Western Highway where the road runs through the town centres of Bridgetown, Donnybrook, Balingup and Boyanup due to increasing truck and vehicle movements on SW Highway. 	✓		
		<ul style="list-style-type: none"> • Upgrade Graphite Road and Perup Rd as strategic freight transport routes. 	✓	✓	
		<ul style="list-style-type: none"> • Upgrade the North Greenbushes Mill Rd, Old Vasse Rd, Milyeannup Coast Rd, Maranup Ford Rd and Governor-Broome Rd as high use commodity route roads. 	✓	✓	✓
		<ul style="list-style-type: none"> • Bolster Arthur River Road (trade and tourism) and Jayes Road (for trade). 	✓	✓	
		<ul style="list-style-type: none"> • Change status of Brockman Highway between Nannup and Bridgetown from a local road to a State arterial road. 	✓		
		<ul style="list-style-type: none"> • Change status of Graphite Road between Nannup and Manjimup from a local road to a State arterial road. 	✓		
		<ul style="list-style-type: none"> • Upgrade of Gold Gully Road to support tourism traffic. 	✓		
		<ul style="list-style-type: none"> • Seek clarification on the Regional Roads Strategy. 	✓		
		<ul style="list-style-type: none"> • Identify Main Roads Forward Planning for the arterial route through the Warren Blackwood and develop a Sub-regional Roads Strategy. 	✓		

		<ul style="list-style-type: none"> • Monitor the safety of South Western Highway through Bridgetown, Balingup and Donnybrook town centres and fund improvements required to improve public safety. • Monitor the need for a bypass road in Bridgetown, Balingup and Donnybrook. • For improvement of safety in town centres, develop additional off-road car parking areas. • Advocate for increased expenditure on bridges in the sub-region. 	✓		
Gravel supply	Develop a collaborative strategic plan to source gravel from a variety of State and local sources.	<ul style="list-style-type: none"> • Advocate for access to State Government controlled land for gravel extraction. 	✓		

RAIL

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks - Rail linkages	Advocate for the construction of rail linkages to the Bunbury Port and other State import/export hubs capable of meeting export growth and distributing on a national scale.	<ul style="list-style-type: none"> • Support the re-opening of the Picton to Greenbushes rail line for the Talison Lithium project and other products/services as applicable if deemed viable. • Note potential impacts to existing road infrastructure and traffic management (eg: stacking distances) if rail is deemed viable. • Advocate for alternative options to address congestion and cater for increased volumes of road use if rail corridor option is not deemed viable. • Seek clarification from State Government re strategy for long-term rail use to identify alternate uses of the rail corridor where applicable. 	✓		

SEA

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks	Support expansion of Bunbury Port and transport connections.	<ul style="list-style-type: none"> • Development of container loading facilities within the region. • Support improved transport infrastructure feeding the Bunbury Port. 	✓	✓	✓
			✓	✓	✓

AIR

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks	<p>Support development of Busselton Airport as a key economic development project for the south west region with significant opportunities for exporting of agricultural produce and direct delivery of intra state tourists.</p> <p>Support upgrade to Manjimup airport.</p> <p>Continuation of funding (long term commitment) for rescue helicopter based in Bunbury.</p> <p>Support the unrestricted access of the Royal Flying Doctor Service to all regional airports.</p>	<ul style="list-style-type: none"> • Connect local industry with the economic strategy underpinning the Busselton airport expansion. • Widen existing runway seal at Manjimup Airport to 30 metres to cater for larger aircraft. • Ensure all regional airports have the capacity to receive and supply emergency service aircraft. 	✓		
			✓		
			✓	✓	✓

ENERGY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Sustainable energy -supply	Support the development of alternate, economically sustainable energy opportunities to improve local resilience and decrease reliance on the South West Interconnected Grid.	<ul style="list-style-type: none"> • Partner in regional or sub-regional studies into innovative energy generation. • Provide support for biomass projects. • Support the implementation of solar collectors on Shire and community infrastructure to reduce ongoing costs. • Support the retrofit of street lighting to LED/solar type to reduce operational costs and improve sustainability. • Advocate for reduced running costs to be reflected in Western Power pricing/charging structure. • Support the development of a fund to support regional energy efficiency. 	✓ ✓ ✓ ✓ ✓ ✓	✓ ✓	✓

DIGITAL CAPABILITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
High capacity digital communications	<p>Support rollout of NBN or equivalent high capacity Broadband for local communities.</p> <p>Advocate for consideration of multiple NBN options before a solution is implemented, including fixed wireless options for areas fringing town sites.</p> <p>Boost availability of free WiFi access to support tourism in town centres.</p>	<ul style="list-style-type: none"> • Advocate for Fibre to the Node (FTTN) NBN services in all town-sites. • Advocate for Wireless NBN for settlements and fringe areas of town-sites. • Provide free Wi-Fi in town precincts. • Identify and address Warren Blackwood blackspots. • Reiterate need for digital capability to support new and evolving businesses. 	✓ ✓ ✓ ✓ ✓		

Mobile coverage	<p>Support construction of phone towers as identified with emergency services requirements and major arterial roads identified as a priority.</p> <p>Advocate for consideration of multiple mobile coverage options before a solution is implemented.</p>	<ul style="list-style-type: none"> • Lobby state and Federal Governments to continue the “Blackspot” funding program for poor reception areas with significant potential to be exposed to emergency events. • Advocate for the elimination of black spots along arterial roads. 	✓		
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SUSTAINABILITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Sustain environmental qualities	<p>Ensure the region maintains its environmental and economic values and meets aspirational growth targets in a drying climate and sea level rise.</p> <p>Collaborate with other South West Local Governments to produce a regional waste strategy that considers sub- regional options.</p> <p>Assist keep the region free of damaging environmental and agricultural pests and diseases.</p>	<ul style="list-style-type: none"> • Create a regional weed and pest strategy with funding support. • Carbon Capture storage – support the development of a carbon capture project to offset regional CO2 emissions. • Develop and implement targeted environmental projects (eg: Geegelup Brook Rehabilitation Plan). • Regional waste - build regional or sub-regional waste facilities capable of recycling and optimising management of waste to a forecast regional population of 500,000. • Advocate for financial and resource support to be provided for community conservation organisations. • Advocate for the upgrade and renewal of visitor experiences in protected areas, especially camping and attractions in National Parks and State forests. • Input into Regional Waste Strategy. • Input into Regional Waste to Energy Strategy. • Support the environmental sustainability of forests and waterways. • Support opportunities to embed zero waste into community infrastructure. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p>✓</p> <p></p> <p></p> <p>✓</p> <p></p> <p></p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>✓</p> <p>✓</p>

		<ul style="list-style-type: none"> Promote awareness in residents, tourism industry and visitors of the threat of pests and disease. 	✓	✓	✓
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LAND

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Land for industry	<p>Identify and advocate for supply of light industrial lots to support small business in all major towns.</p> <p>Lobby State Government to fund the Regional Development Assistance Program (Landcorp) to assist in the development of new light industrial areas in all townsites.</p>	<ul style="list-style-type: none"> Utilise appropriate and potentially vacant State Government leasehold sites for other industry opportunity. Support progression of regional saleyards. Develop light industrial areas. Work with Talison Lithium to identify light and service industrial opportunities for the private sector for servicing of their operations. 	✓ ✓ ✓ ✓	✓ ✓ ✓	✓
Land for residential purposes	Advocate for sufficient residential land in the region to meet future population growth.	<ul style="list-style-type: none"> Support the strategic implementation of residential land opportunities through Local Planning Schemes. 	✓	✓	
Land for community purposes	Ensure sufficient land and buildings are available for community purposes	<ul style="list-style-type: none"> Advocate for the re-use of State Government land and buildings such as Vacant Crown Land, old school sites and health precincts for fit for purpose community infrastructure and services opportunities. Advocate for partnership with State government to resolve tenure issues across existing and informal settlements (eg: Windy Harbour). 	✓ ✓	✓ ✓	✓

INDUSTRY AND WORKFORCE

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Capability & capacity building	Investigate opportunities for development of manufacturing, service and processing	<ul style="list-style-type: none"> Develop the Warren Blackwood sub-regional Prospectus. 	✓		

	<p>industries to support expanding and/or emerging industry within the region (eg: Talison Lithium, etc.).</p> <p>Recognise that large scale manufacturing opportunities are currently limited by a number of factors, including but not limited to available lot sizes, water pressure being inadequate to support fire hydrants in LIA's and the need for sustainable energy sources.</p> <p>Identify options and support initiatives which build capacity and capability in the manufacturing, processing and service industries.</p> <p>Leverage off the Talison Economic Analysis study.</p>	<ul style="list-style-type: none"> • Advocate for the State to lead the development of a regional economic development/jobs growth strategy. • Revitalize light industrial area infrastructure and appeal. • In partnership with Talison Lithium, investigate the opportunities and constraints associated with accommodating the current and future workforce and feed these results into future land use planning strategies and plans. 	<p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p></p>	<p></p> <p>✓</p> <p></p>
<p>Agriculture, Horticulture & Agricultural food processing</p>	<p>Support strategies focussed on market opportunities and value-adding</p> <p>Support programs which encourage, fund and implement innovation and technology across the agricultural sector.</p> <p>Support programs which encourage agricultural business and education awareness/development.</p> <p>Support development of the Southern Forests Irrigation Scheme proposal to increase amount of available land for food production and downstream processing.</p>	<ul style="list-style-type: none"> • Investigate an investment portfolio for a multi food processing centre. • Support produce-based festivals and the development of food trails. • Support new and emerging agricultural initiatives such as hemp production and avocado exporting. • Support financially viable initiatives that encourage economic sustainability in agriculture (eg: Scott River Strategy). • Support development of food trails connecting producers to consumer. • Promote awareness in agriculture, horticulture and associated industries of the value of the “clean, green” image of the South West, and advocate for constant vigilance and surveillance for exotic pests. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p>✓</p> <p></p> <p>✓</p> <p></p>

	<p>Support development of food processing facilities for goods produced in the region.</p> <p>Support the development of a regional strategy identifying opportunities for intensive agriculture on a range of lot sizes.</p> <p>Support development of intensive agricultural industries where viable in the region.</p> <p>Input into strategy to identify and attract seasonal workers to meet demand.</p> <p>Refer and build upon Manjimup Agricultural Expansion Project and Premium Food Centre findings.</p> <p>Ensure that major food tourism events recognise whole of region suppliers.</p> <p>Assist to identify value-adding opportunities in the region.</p> <p>Advocate for the region's relative freedom of major agricultural pests and diseases.</p>				
Aquaculture	<p>Increase focus on aquaculture across the region.</p> <p>Support tourism and education development in the aquaculture sector.</p> <p>Support aquaculture export opportunities.</p>				

Forestry & timber processing	<p>Support development of the timber industry with focus on innovation, yield improvement, value-add and sustainability.</p> <p>Support opportunities for significant capital investment in technology and innovation in this sector.</p> <p>Support options which increase flexibility and security in this sector (eg: Forest Management Plan timeframe, ISG's).</p> <p>Support the bio-security of forest and plantation habitats in the sub-region.</p>	<ul style="list-style-type: none"> • Explore market opportunities in the native and plantation timber sectors. • Maintain access to timber resources available for processing. • Support the development of the proposed Regional Forest Industries Hub as part of the National Forestry Plan. • Promote innovation and efficiencies in forest management and log yield. • Advocate for State Government agency (FPC, DFES, DBCA & other relevant agencies) review of plantation methodologies. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓
Livestock and dairy	<p>Support access to facilities and industry growth.</p> <p>Identify additional processing and export opportunities in the South West to assist local primary producers.</p>	<ul style="list-style-type: none"> • Support development of a South West Regional Saleyards • Identify opportunities for growth in onshore processing of agricultural meats for exports. • Progress export opportunities for fresh milk through the Busselton Airport. • Investigate energy generation initiatives from dairy effluent. • Promote local dairy industry located in the region and leverage off existing facilities (eg: Bannister Downs). 	✓ ✓ ✓ ✓ ✓	 ✓ ✓ ✓ ✓	 ✓ ✓
Mining	<p>Support the development of new and existing mining operations throughout the region.</p> <p>Work with industry to establish mutual benefits and address shared economic and social concerns.</p>	<ul style="list-style-type: none"> • Identify opportunities to leverage off local developments (eg: Talison expansion). • Assist promote community awareness of current and emerging mining developments. 	✓ ✓	 ✓	 ✓
Wine	<p>Advocate for regional recognition and promote the uniqueness of locally produced fruit and wine.</p>	<ul style="list-style-type: none"> • Promote recognition of local and regional wine associations. 	✓	✓	✓

Innovation	Support innovation in the manufacturing and processing sectors to increase economic development in the region.	<ul style="list-style-type: none"> • Support biomass opportunities. • Explore regional or sub-regional waste facilities which include technologies for energy. • Advocate for an innovation hub. 	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓
Business development	Advocate for intra-regional and cross-regional business initiatives.	<ul style="list-style-type: none"> • Promote regional collaboration to optimise demand for local and regional products and services. • Support the growth of local businesses and business networks (eg: Chamber of Commerce). 	✓ ✓	✓ ✓	✓ ✓
Creative industries	<p>Support development of creative industries and promote awareness of the value of the creative sector to the region.</p> <p>Acknowledge the critical role ICT plays in the development of successful and sustainable creative industries and support ongoing focus on, and funding for, eradicating mobile blackspots and enabling high-quality digital connectivity throughout the region.</p>	<ul style="list-style-type: none"> • Support the development of a regional novice film making competition and screening event. 	✓		

NATIONAL AND INTERNATIONAL RECOGNITION

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Export Markets	Support the development of a strategic alliance between the South West and emerging cities in the China/South East Asia region in compatible markets.	<ul style="list-style-type: none"> • Participate in the establishment of South West Opportunities prospectus for distribution through selected overseas trade desks. 	✓		
Regional Branding and Marketing		<ul style="list-style-type: none"> • Leverage off the Genuinely Southern Forests brand awareness. • Promote agri-food tourism throughout the region. • Encourage the implementation of regional produce traceability. • Implement Tourism Strategies as applicable. • Support the development of the Blackwood Valley brand. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓

TOURISM

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Events	<p>Continue to support festivals and events to attract visitors to, and raise the profile of, the region.</p> <p>Recognise the value of those events which are key economic drivers for their towns and the region.</p> <p>Support the development of existing and emerging events.</p>	<ul style="list-style-type: none"> • Offer community event grant funding and/or in kind support. • Identify opportunities to partner with major local events to leverage funding and outcomes. • Promote culinary tourism linked to origin brands (eg: Genuinely Southern Forests, Blackwood Valley). 	✓	✓	✓
Trails	<p>Continue to support the development of recreational trails throughout the region and cross-regional connectivity.</p>	<ul style="list-style-type: none"> • Promote/leverage Warren Blackwood Stock Route (WBSR). • Link WBSR with neighbouring LGA's to extend network and profile. • Support implementation and further development of cycle, walking, horse and canoeing trails within the region. • Utilise and promote local trails websites (ie: Total Trails, Trails WA) • Work with relevant Noongar Regional Corporations (once activated) and the South West Aboriginal Land and Sea Council to develop new trails. • Encourage the establishment of a Food and Wine Trail through the Local Tourism Organisations. 	✓	✓	✓
Tourism Associations	<p>Lead regional collaboration through development of Local Tourism Organisations (LTOs) within the SW.</p> <p>Support marketing and tourism development initiatives in the region.</p>	<ul style="list-style-type: none"> • Provide LTO frameworks for industry carriage/succession. • Invest equitably in the establishment of an LTO to support regional strength in marketing, product delivery and tourism development. • Support communication and networking between regional and local tourism organisations. 	✓	✓	✓

Visitor services	Assist development of a strategy to cater for growing RV, caravan and camping trends throughout the SW region.	<ul style="list-style-type: none"> • Support development of RV, caravan and camping – related infrastructure. • Develop a camping and caravan strategy for the subregion recognising the needs of both commercial and “free” camping users. 	✓	✓	✓
	Recognise the importance of safe and trafficable roads to underpin tourist activities and encourage travel and exploration.	<ul style="list-style-type: none"> • Establish a dump point development incentive scheme. • Support natural resource management projects (eg: Camfield). 	✓	✓	✓
	Lobby for continued focus on safe and trafficable roads.	<ul style="list-style-type: none"> • Advocate for a safety assessment of sub-regional tourist routes. • Work with State government agencies to identify and support permissible recreational activities on inland, open water bodies (eg: Lake Jasper, Glen Mervyn, Dumpling Gully dam, Southern Forests Irrigation Scheme dam). 	✓		
	Support the development of new or enhancement of existing tourism icons.	<ul style="list-style-type: none"> • Investigate opportunities to provide better access to rivers and water bodies across the sub-region. • Support the establishment of a regional convention centre. • Advocate for the upgrade and renewal of visitor experiences in protected areas, especially camping and attractions in National Parks and State forests. 	✓		
	Partner with stakeholders on short stay accommodation initiatives.	<ul style="list-style-type: none"> • Participate in development of a sub -regional “free camping” strategy. • Upgrade sub-regional tourism attractions (eg: Greenbushes Discovery Centre, Apple Fun Park). 	✓	✓	
	Support and promote environmental education and awareness in the sub-region.		✓		
			✓		
			✓		
			✓		
			✓		

INTERNATIONAL ENGAGEMENT

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Relationships	Support the establishment and development of sustainable international relationships.	<ul style="list-style-type: none"> • Investigate the development of a ‘sub-regional’ international economic and cultural relationship. 	✓		

		<ul style="list-style-type: none"> • Establish and/or continue to develop economic and cultural relationships with sister towns and cities. • Continue to strengthen friendship and/or historical international relationships (eg: Sandakan Memorial Service – Indonesia). 	✓	✓	✓
Business and culture	<p>Recognise the value of cultural awareness, especially where this directly impacts on business and social development within the region.</p> <p>Support the development of positive cultural awareness and business engagement practices.</p>				
Visitation	Support programs, activities and initiatives which encourage international visitation.	<ul style="list-style-type: none"> • Assist promote wine regions to international target markets particularly those found in Asia. 	✓	✓	✓
Education	Support programs, activities and initiatives which encourage international students.	<ul style="list-style-type: none"> • Promote international education exchanges where possible. 	✓	✓	✓

HOUSING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Affordable Housing	<p>Support the development of a mix of affordable housing options providing choice in terms of scale and financial accessibility.</p> <p>Build awareness of market gaps in towns within the region.</p> <p>Advocate for a review of the cost of service installation and headworks charges, which result in higher land production costs.</p>	<ul style="list-style-type: none"> • Identify supplies of unallocated Crown land residential lots which could offer affordable options for new residents in expanding towns. • Support affordable housing projects in the Shires. • Support land based planning for a choice of diverse housing and land types. 	✓	✓	
			✓	✓	✓
			✓	✓	✓

Aged and adaptable housing	Support the development of fit for purpose housing which supports inclusion and ageing in place.	<ul style="list-style-type: none"> Lead, partner and/or support demand-driven development of aged housing/accommodation projects in the Shires (eg: Cherry Glades, Bridge St, Stinton Gardens, Djandangerup Cottages, etc.). 	✓	✓	✓
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ACTIVE AGEING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
High and residential care	<p>Support the enhancement and/or expansion of both high care accommodation and residential care services to the home.</p> <p>Support the development of dedicated mental health infrastructure within the South West and a more regionalised approach.</p> <p>Encourage health and allied health agencies servicing the region to consider innovative staffing solutions (eg: cross-agency staffing packages).</p>	<ul style="list-style-type: none"> Assist development of demand-driven high and respite care facilities in the Shires (eg: Tuia lodge, Boyup Brook Citizen’s Lodge, Moonya Lodge). Develop an attraction strategy for additional high care nursing facilities in the Shires. 	✓	✓	✓
Engagement and amenity	<p>Provide safe and welcoming towns with a focus on accessible infrastructure and walkable town centres.</p> <p>Encourage volunteering and volunteering support.</p> <p>Acknowledge the value of seniors in our communities and encourage activities and initiatives which embrace and engage this demographic.</p>	<ul style="list-style-type: none"> Support the development of aged-sensitive infrastructure. Support the social development of the community through lifestyle programs. 	✓	✓	✓

URBAN RENEWAL/TOWN GROWTH

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Growth centres	Leverage positive outcomes of Regional Growth Centre development to support continued growth and additional growth in the surrounding towns and region.	<ul style="list-style-type: none"> • Prepare and implement Infrastructure Plans for Balingup, Nannup, Bridgetown, Greenbushes, Boyup Brook, Donnybrook, Pemberton, Northcliffe and Walpole aligned to growth centre methodology and outcomes. 	✓		
Revitalisation	Support urban renewal programs which focus on increasing amenity, appeal, sustainability and build/maintain the character of towns within the region.	<ul style="list-style-type: none"> • Identify priority town growth projects within each LGA and pursue funding. • Position town-sites within the catchment area to take advantage of the Talison Lithium expansion through an overarching strategy for urban renewal. • Continue existing and implement newly-funded Revitalisation projects. • Maintain and promote the heritage value of key buildings and spaces throughout the sub-region. 	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓	✓ ✓ ✓

EDUCATION AND TRAINING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Education facilities	<p>Advocate for, and support, the provision of quality educational institutions and allied services within the region.</p> <p>Maintain awareness of local education issues.</p>	<ul style="list-style-type: none"> • Continue to advocate for the retention of schools from K to year 10 in all Shires. • Promote Early Learning Centres in the Shires. • Assist the development of a sub-regional educational pathway strategy. • Support opportunities for advanced education (eg: tertiary, specialist) providers to take up space in regional locations. • Advocate for a Child Care Strategy to ensure adequate child care places are funded and supported so that families are able to take up employment opportunities. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓

		<ul style="list-style-type: none"> • Explore opportunities to increase secondary education in the Warren Blackwood. • Review and expand school bus services across the region in order to increase capacity for “complementary” students. 	✓	✓	✓
Flexible learning	<p>Consider an array of offsite university study options in the region specific to identified learning streams (eg. horticulture).</p> <p>Work with education agencies and recognised training organisations to optimise learning opportunities throughout the region.</p>				

EMERGENCY SERVICES

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Emergency facilities	Support the improvement and/or development of facilities which provide emergency response services to the region.	<ul style="list-style-type: none"> • Upgrade Bushfire Brigade buildings • Provide adequate lighting in all recreation zones. • Identify sub-regional training facilities for emergency management • Support improvements for ambulances to access helicopter pads in order to increase patient safety. • Advocate for/support the construction of helipads at key locations. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓	✓ ✓
Emergency events	<p>Support the collective activities of various agencies to work collaboratively to provide response and recovery mechanisms to deal with emergency events.</p> <p>Acknowledge that Local Government have an increasing role in bush fire mitigation.</p>	<ul style="list-style-type: none"> • Advocate for continuation of funding for services such as the RAC helicopter and increased support for volunteer bush fire brigades. • Pursue establishment of dedicated fund for emergency access routes to ensure community bushfire safety. • Identify and support improvements to emergency access routes to increase safety in the event of emergency/bushfire response 	✓ ✓ ✓	✓ ✓	✓ ✓

		<ul style="list-style-type: none"> • Support the retention and/or expansion of emergency events agencies (eg: DBCA, DFES) sites across the region. • Support initiatives to assist future-proof emergency services volunteer numbers • Support knowledge partnerships to assist Local Government through recovery processes after large emergency events. • Continue to provide support to the Chief Fire Control Officer and Volunteer Bush Fire Brigades. • Continue to partner with DFES on Bushfire mitigation. • Source funding for bushfire mitigation work. • Implement the recommendations of emergency events studies (eg: Geegelup Brook Flood Study). 	✓	✓	✓
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HEALTH AND WELLBEING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Health facilities	<p>Encourage public-private partnerships and initiatives which attract new private sector health services to increase acute capacity.</p> <p>Support attraction of specialised medical services.</p>	<ul style="list-style-type: none"> • Support an attraction strategy for primary health care professionals. • Lobby for consideration of specialist health requirements across the region (such as dialysis equipment). • Support further development of outreach services in the region for mental health, speech therapy and learning difficulties for children and youth. • Seek clarification of the strategy identifying future service provision and infrastructure needs at sub-regional hospitals. • Monitor and support service provision in the Shires. • Continue to support affordable ambulance services for residents. • Actively advocate against attrition of current local health facilities and services. 	✓		
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓

<p>Social determinants</p>	<p>Support community-based delivery of community health services.</p> <p>Support the implementation of a broad-based South West healthy living program to prevent increased obesity and drug and alcohol dependency.</p> <p>Advocate for provision of local mental health funding for community based delivery in the region.</p> <p>Support community based delivery of community health services such as infant health, speech therapy, parent support and breastfeeding support.</p> <p>Support local mental health, drug and alcohol initiatives.</p>	<ul style="list-style-type: none"> • Identify gaps in child care services in communities and advocate for funding. • Identify gaps in community health services in communities. • Identify gaps in mental health, drug and alcohol initiatives services in communities. 	<p>✓</p> <p>✓</p> <p>✓</p>		
<p>Sport and recreation</p>	<p>Support the strategic allocation of, and access to, built and natural recreational spaces which recognise population demographics, activity preferences, local features and facilities.</p> <p>Support review of existing facilities, participation statistics and evolving recreational trends.</p> <p>Support co-location of facilities for long term sustainability.</p> <p>Advocate for funding to support development of sport and recreation infrastructure and activities.</p> <p>Pursue funding to improve sport and recreational facilities and address ageing infrastructure.</p>	<ul style="list-style-type: none"> • Review the Lower South West Sport & Recreation Facilities Plan and support implementation. • Develop Master Plans for key recreational infrastructure/facilities in the sub-region. • Investigate funding sources to implement Master Plans for and asset renewal of key recreational infrastructure/facilities in the sub-region. 	<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>	<p>✓</p>

	Support local sporting events.			
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COMMUNITY CAPABILITY AND CAPACITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Community services	<p>Ensure the not-for-profit and community sectors are engaged in regional development.</p> <p>Monitor service provision through collaborative reviews to ensure efficiencies and avoid duplication.</p> <p>Support co-Location of NFP services and other community groups where practicable and viable.</p>	<ul style="list-style-type: none"> • Rationalise Shire owned/managed land and buildings to optimise opportunity for Shire and community initiatives. • Support Men's Shed development. 	<p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>	<p></p> <p>✓</p>
Volunteerism	<p>Ensure volunteerism is recognised, valued and respected within the region.</p>	<ul style="list-style-type: none"> • Support investigation of ways to reduce 'red tape' associated with volunteerism. • Support investigations to identify reasons why volunteering is decreasing and determine mitigation strategies. • Implement identified volunteer decline mitigation strategies. • Promote and support best practice volunteerism. • Support Community Gardens. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p></p> <p>✓</p> <p>✓</p>
Social Enterprise	<p>Support opportunity for growth in community enterprises that provide environmental, social and economic benefits, including employment and training.</p>	<ul style="list-style-type: none"> • Assist identify and support developing and innovative projects/groups. 	<p>✓</p>	<p>✓</p>	<p>✓</p>

	Support the establishment of a funding program that supports social enterprise initiatives at the local and regional level.				
Resilience	Facilitate the development of communities which encourage supportive networks and relationships, a strong sense of identity and shared community values. Advocate for adequate community resources. Foster a shared commitment to recovery.	<ul style="list-style-type: none"> Pursue funding for community resources. 	✓	✓	✓

INCLUSION AND ENGAGEMENT

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Accessibility	Support programs, activities and initiatives which optimise accessibility and inclusion for people with disabilities and any other forms of disadvantage. Encourage participation in community development consultation. Support healthy, active by design principles. Promote walkability within town centres.	<ul style="list-style-type: none"> Encourage “accessible” accreditation of local towns and facilities by relevant agencies/organisations. Promote dementia friendly communities Support infrastructure programs that support accessibility. Assist development of inclusive/ accessible activities and events for the Shires. Identify ways to build/maintain levels of youth engagement throughout communities. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓
Cultural diversity	Recognise the diversity of cultures represented within the region. Promote and support cultural awareness, inclusion and respect. Support resettlement programs and allied community services	<ul style="list-style-type: none"> Support the development of Reconciliation Action Plans. Engage with relevant Aboriginal Regional Corporations (when activated) and the South West Aboriginal Land and Sea Council to assist implement South West Native Title Settlement. Investigate development of a joint Reconciliation Action Plan for the region. 	✓ ✓ ✓	✓	

LEADERSHIP AND COLLABORATION

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Leadership	Support programs, activities and initiatives which build leadership capacity, identify emerging leaders and promote citizenship.	<ul style="list-style-type: none"> • Encourage the development of a sub-regional leadership and/or youth awards scheme. • Support resilience-oriented leadership. 	✓		
	Acknowledge emergent heroism.		✓	✓	✓
Collaboration	Support programs, activities and initiatives which encourage strategic alliances, cooperative approaches and shared resources to optimise outcomes.	<ul style="list-style-type: none"> • Maintain a formal strategic alliance of LGAs within the region. • Support project-based collectives. 	✓	✓	✓
			✓	✓	✓

MEMORANDUM OF UNDERSTANDING WARREN BLACKWOOD SUB-REGIONAL GROWTH PLAN

BETWEEN:

THE SHIRE OF BOYUP BROOK

THE SHIRE OF BRIDGETOWN-GREENBUSHES

THE SHIRE OF DONNYBROOK-BALINGUP

THE SHIRE OF MANJIMUP

THE SHIRE OF NANNUP (“the Shires”)

AND

SOUTH WEST DEVELOPMENT COMMISSION (“SWDC”)

PURPOSE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Warren Blackwood Sub-Regional Growth Plan.

In particular, this MOU is intended to set forth the terms and conditions under which the Warren Blackwood Sub-Regional Growth Plan partners will provide public access to digital and hard copies of the Warren Blackwood Sub-Regional Growth Plan and review content.

SCOPE

This MOU defines the services and key project parameters to be provided by the Shires and SWDC including:

- Responsibility for maintaining content and public access;
- Responsibility for project expenses;
- Responsible parties in each institution;
- Establishes a mechanism for modifying, extending, or terminating the MOU.

BACKGROUND

The Warren Blackwood Sub-Regional Growth Plan for the five Shires within the Warren-Blackwood - Donnybrook-Balingup, Bridgetown-Greenbushes, Nannup, Boyup Brook and Manjimup - has been developed to provide a strategic overview of sub-regional economic and social priorities, reflecting localised planning and development documents and aligned with regional and State development documents, including the SW Regional Blueprint. It will be utilized to leverage current and future socio-economic opportunities and pursue funding to facilitate growth. SWDC has been an active partner in the development of the document.

SHIRE RESPONSIBILITIES UNDER THIS MOU

The Shires shall undertake the following activities:

- Provide information as applicable to ensure the currency and accuracy of the Warren-Blackwood Sub-Regional Growth Plan;
- Share the current, endorsed version of the Warren Blackwood Sub-Regional Growth Plan for public access on Shire websites, and in hard copy as applicable;
- Support the actions and projects identified in the Warren Blackwood Sub-Regional Growth Plan;
- Review the Warren Blackwood Sub-Regional Growth Plan every 12 months, providing feedback on current projects and activities outlined in the document.

SWDC RESPONSIBILITIES UNDER THIS MOU

SWDC shall undertake the following activities:

- Facilitate workshops to identify and discuss sub-regional priorities and projects;
- Develop the inaugural draft document based on information provided by the Shires and including summary strategic contextual detail;
- Provide a digital copy of the inaugural Warren Blackwood Sub-Regional Growth Plan;
- Store the current, endorsed version of the Warren Blackwood Sub-Regional Growth Plan and apply version changes as identified through the yearly review process;
- Promote the Warren Blackwood Sub-Regional Growth Plan as appropriate.

ENDORSEMENT / IMPLEMENTATION

All Shires understand and accept that adoption and implementation of the initial Growth Plan and any future changes to the Growth Plan, as per the review process, will be determined and progressed based on the majority of parties being in agreement with the changes.

POINTS OF CONTACT

The Shires and SWDC will designate POCs within their respective organizations to implement the MOU. The POCs will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective officers responsible for implementation and maintenance will effectively communicate and manage related processes.

EFFECTIVE DATE / DURATION/AMENDMENTS

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last for five years thereafter. The MOU may be extended or amended to allow for related efforts by mutual agreement of the parties. Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties.

FUNDING

No funds are to be exchanged between the Shires and SWDC in connection with the provision of services under this agreement.

EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of all Shire and SWDC authorized representatives. It shall be in force from (date)_____ to (date) _____.

All parties indicate agreement with this MOU by their signatures.

Signatures and dates

Shire of Boyup Brook

Signature _____

Date _____

Shire of Bridgetown-Greenbushes

Signature _____

Date _____

Shire of Donnybrook-Balingup

Signature _____

Date _____

Shire of Manjimup

Signature _____

Date _____

Shire of Nannup

Signature _____

Date _____

South West Development Commission

Signature _____

Date _____



ROLLING ACTION SHEET

ROLLING ACTION SHEET
August 2019 (encompassing Council Resolutions up to Council Meeting held 25 July 2019)

Where a tick is indicated this Item will be deleted in the next update

Council Decision No.	Wording of Decision	Responsible Officer	Past comments	Progress since last report	√
<p>C.28/1108 Public Access to Rear of Shops on Western Side of Hampton Street</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Endorse in-principle the proposal to obtain an easement in gross over private land at the rear of shops west of Hampton Street between Henry Street and the existing public accessway opposite the public car park in Hampton Street. 2. That the CEO obtain the necessary legal advice to enable correspondence to be sent to affected property owners seeking their in-principle consent for the creation of an easement in gross for public access to the rear of their premises. 3. That upon receipt of responses from affected property owners the matter be brought back to Council for final determination, including consideration of how the proposed public accessway could be designed to take into account risk management of flooding. 	<p>T Clynch</p>	<p>Work on developing a draft easement document has been delayed.</p> <p>A request was to be prepared to a local solicitor requesting preparation of a draft/template easement document. This will be funded from general legal expenses account. Since then the CEO has made the decision to defer the preparation of the document pending completion of the Geegelup Brook Flood Study in case there are implications regarding land acquisition/tenure/use arising from that Study. The Flood Study was endorsed by Council at its November 2014 meeting so the easement proposal will be re-actioned (February 2015).</p> <p>Discussions held with solicitor on best process to progress this matter. Property ownership details currently being compiled for forwarding to solicitor (September 2015)</p> <p>This matter was discussed at quarterly briefing session held on 4 February 2016 where it was agreed that the proposal should be extended to include the car parking areas within the proposed easement. This can happen under the current resolution C.28/1108. A plan of the proposed easement will be prepared and correspondence forwarded to affected property owners (March 2016).</p>	<p>August 2019 The resolution from Council's May 2019 meeting required the CEO to seek the input of the Sustainability Advisory Committee in identifying the key elements in the Geegelup Brook Beautification Project, including channel widening, public access and revegetation. Discussion on this matter is scheduled to occur at the SAC meeting to be held on 21.8.19.</p>	

			<p>Progress of this matter has been deferred pending finalisation of the proposed land exchange and creation of easement for the property at 145 Hampton Street (corner Henry Street).</p> <p>Shire staff will prepare a concept plan showing how the area can be developed for access and public parking and this will be used when corresponding with affected property owners about the proposal to create an easement (March 2018).</p> <p>November 2018 A concept plan was presented to the November Concept Forum.</p> <p>The differing levels of the land make provision of formalised parking on the eastern side of the laneway difficult as significant excavation and earthworks would be necessary. Therefore the plan proposes the following:</p> <ul style="list-style-type: none">• Extend the single row of sealed and marked parking bays against the kerb line as far north as possible.• In order to accommodate the bays at the northern end the current access land will have to be shifted closer to the back of the shops.• 11 sealed and marked parking bays could be provided on the eastern side of the laneway at its northern end as the slope of the land is suitable.• The balance of the land on the eastern side of the laneway could be sealed on its existing slope and wouldn't be formally marked for		
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			<p>parking but could be used for informal parking.</p> <p>The plan will be used in writing to property owners seeking approval to grant the Shire an easement for access and parking in order to formalise the existing use of the land. No compensation would be offered to property owners – rather the Shire would commit to funding the works. Prior to writing to property owners the CEO will engage a solicitor to prepare an easement document.</p> <p>April 2019 Discussion at the April Concept Forum identified a proposal to reinvestigate the design of the car parking area. A report will be presented to Council identifying the costs of engaging an engineer to prepare design options and associated costings.</p> <p>June 2019 Council resolved last month to allocate funds for design of the car park. Appointment of a consultant engineer to undertake the design phase hasn't occurred to date.</p>		
C.16/0809a Development of Car Parking and Proposed Town Square in Railway Reserve	That Council formally request the Public Transport Authority to initiate the process to gazette the land known as Railway Parade to a public road.	S Donaldson	<p>A written request has been forwarded to PTA and Heritage Council of WA, with favourable support received. Formal gazettal process by State Land Services commenced. Final plan agreed to by PTA and Brookfield Rail, pending finalisation of survey plans and land transfer. This process is still ongoing. Pending 'in-principle' support from Landgate as Railway Parade not formally named and initial response unfavourable. Response pending. At its February 2014 meeting Council resolved to rename the road as an extension of Stewart Street and correspondence seeking approval for this has been forwarded to the</p>	<p>August 2019 Landgate contacted in late July 2019 confirming that excision from railway reserve and dedication of Stewart Street completed in April 2019 however Shire was not advised at the time. No further action.</p>	√

			<p>Geographic Names Committee. Renaming as Stewart Street approved by Landgate in March 2014. Deposited Plan lodged with Landgate (March 2016).</p> <p>November 2018 Contact is to be made with the Department of Lands to determine what issue is specifically delaying the gazettal of the road.</p> <p>January 2019 DPLH advised on 12 December 2018 that Public Transport Authority has forwarded closure request for approval of the Minister for Transport, prior to gazettal. Expected timeframe unknown.</p> <p>March 2019 DPLH advised on 15 March 2018 that final documentation was lodged at Landgate on 14 March 2019.</p> <p>June 2019 No updates since March 2019. Still pending finalisation of Deposited Plan.</p> <p>July 2019 No updates since March 2019. Still pending finalisation of Deposited Plan</p>	
C.14/0310 Preliminary Report – Plantation Exclusion Zones	<p>That Council:</p> <ol style="list-style-type: none"> 1. Agrees that any consideration of plantation exclusion zones should also address the Greenbushes, North Greenbushes and Hester townsites, the Yornup township and existing or proposed local development areas throughout the Shire municipality. 2. Directs the Chief Executive Officer to prepare preliminary documentation and present a report to a future meeting of Council to initiate a scheme amendment to Town Planning Scheme No. 3 seeking to modify Table I to prohibit 'Afforestation' 	S Donaldson	<ol style="list-style-type: none"> 1. Noted. 2. Presented to Council in August 2011 for initial adoption. Advertising period closed on 8 December 2011. Amendment adopted by Council on 25 January 2012 and forwarded to WAPC for final approval. Amendment gazetted 8 June 2012. 	<p>August 2019 BHL to be presented to Council in November 2019.</p>

	<p>within the Rural zone of the scheme area.</p> <p>3. Directs the Chief Executive Officer to present all planning applications for 'Afforestation' for land within Town Planning Scheme No. 3 to Council for determination, until such time as the scheme amendment required by Point 2 above has been finalised.</p> <p>4. Directs the Chief Executive Officer to engage a suitably qualified consultant to undertake a Bush Fire Hazard Assessment of the Shire municipality, in consultation with FESA, and in accordance with the Planning for Bush Fire Protection document.</p> <p>5. Directs the Chief Executive Officer to commence a comprehensive review of the Shire's Plantation Applications Policy to address the following issues:</p> <ul style="list-style-type: none"> a) Definition of woodlots and shelter belts and list of acceptable locally native tree species. b) Location of surrounding development and adequate bush fire risk assessment and management, with reference to FESA Guidelines for Plantation Fire Protection. c) Other natural resource management issues identified in the Shire's Managing the Natural Environment Policy and Natural Environment Strategy. <p>6. Following completion of Points 4 and 5 above, the Chief Executive Officer is to present a report to a future meeting of</p>		<p>3. Noted.</p> <p>4. Funding application was successful – Council accepted funds at March 2011 meeting. Bushfire Hazard Strategy Consultant Brief finalised and tenders called for by 14 September 2011. Final report received and adopted by Council in August 2012 for purpose of future public consultation. Council in March 2016 resolved not to progress. See Point 6 below.</p> <p>5. Commenced but little progress to date, pending adoption of Bushfire Hazard Strategy. No further action progressed. New detailed Bushfire Hazard Level Assessment to be prepared for Local Planning Strategy, with recommendations for plantation exclusion (August 2017). November 2018 New draft Bushfire Hazard Assessment being prepared by consultant, to assist further consideration of plantation exclusion. December 2018 CEO and Manager Planning met with bushfire consultant on 28 November 2018. Bushfire Hazard Assessment nearing completion for presentation to Council early in 2019.</p> <p>6. Noted. Draft Bush Fire Hazard Strategy adopted by Council in August 2012 for the purpose of future public consultation along with scheme amendments. See Item C.19/0812 below. No further action to be taken with strategy as per C.18/0216. No</p>		
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	Council for further consideration.		<p>further action on policy review (May 2016).</p> <p>January 2019 Final draft Bushfire Hazard Strategy received for Staff review, to be presented to Council by March 2019. No progress made of Plantation Applications Policy Review.</p> <p>February 2019 Bushfire Hazard Level Assessment feedback sent to consultant for finalising document. Research commenced for Plantation Applications Policy Review.</p> <p>March 2019 Final Bushfire Hazard Level Assessment received for staff review then to be presented to Council in April 2019. Research commenced for Plantation Applications Policy Review.</p> <p>April 2019 Final BHL report received still under review for presentation to Council in May 2019. BHL to also be sent to DPLH and DFES. Further research into Plantation Applications Policy review not progressed.</p> <p>July 2019 Final BHL report received still under review for presentation to Council in August 2019. BHL to also be sent to DPLH and DFES. Further research into Plantation Applications Policy review not progressed.</p>		
C.16/0513 Greenbushes Overnight Stay Facility	<p>That Council:</p> <ol style="list-style-type: none"> 1. Endorse the proposal to establish a short term caravan and camping transit park (6 sites) at the Greenbushes Sportsground, adjacent to the old cricket pavilion. 2. Endorse the proposal to redevelop the old cricket pavilion to a "camper's bunkhouse" with 4 bunks being provided. 	T Clynych	<p>An application has been submitted to the Department of Local Government (October 2013).</p> <p>Approval for the use of the land as a transient caravan park has been granted (subject to conditions) by the Department of Lands. The approval of the Minister for Local Government is now required and an</p>	No progress since last report.	

	<p>3. Seek the approval of the Minister for Local Government for approval of the transit park and bunkhouse</p> <p>4. Consider allocation of a sum of \$6,000 in the 2013/14 budget for development of the transit park and hikers bunkhouse.</p>	<p>application is being submitted (September 2014).</p> <p>Concerns have been raised by Water Corporation due to proximity to Greenbushes water supply and it appears that until such time as the water supply dam is discontinued (as proposed under new integrated water supply project) the transit caravan park will be deferred (May 2015).</p> <p>Progression of this proposal can be seen as a linkage to Council's request for acquisition of the Dumpling Gully Precinct – Resolution C.02/1216 (April 2017).</p> <p>November 2018 The processes involved in Council's acquisition of the Dumpling Gully Precinct is far longer and complicated than originally estimated by all parties however there is a commitment from both DBCA and Water Corporation to progress it.</p> <p>In the meantime the process for preparing a concept plan for the Greenbushes Sportsground precinct could be commenced and this will be referred to the next Concept Forum for discussion.</p> <p>January 2019 Refer item in Council agenda about de-vesting of Greenbushes water supply catchment area which is the first step in the Dumpling Gully dams being vested in the Shire for recreational and irrigation purposes.</p> <p>February 2019 Submission lodged with Department of Water and Environmental Regulation recommending that the Greenbushes</p>		
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			<p>Catchment Area should be abolished under the Country Areas Water Supply Act 1947.</p> <p>April 2019 Discussion at the April Concept Forum occurred and identified the need to complete the planning phase of this project and re-engage with the Greenbushes community. A report will be presented to Council.</p>	
C.10/0315 Investigating the provision of an Organic Waste Collection Service	That Council investigate the possibility of introducing "Organic Waste" kerb side collection for the Shire.	T Clynych	<p>A meeting has been held with the relevant officer at the Shire of Donnybrook-Balingup to discuss various aspects of its organic waste collection service. This will assist in preparing a report to Council (February 2016).</p> <p>Processing of organic waste will be a consideration in the planning and eventual design of any regional waste site (March 2017).</p> <p>At the budget workshop held on 17 May 2018 the annual review of the Corporate Business Plan was workshopped. The updated Corporate Business Plan is being presented to the June council meeting and includes a new Action (2.5.1.9) requiring a desktop investigation into the financial cost and feasibility of establishing an organic waste service (June 2018).</p> <p>November 2018 Due to other work priorities this project hasn't progressed. The CEO recently met with the Acting CEO of the Shire of Augusta-Margaret River to obtain feedback on similar investigations it recently carried out. Progression of this project is earmarked for early 2019.</p> <p>December 2018 The CEO had a recent discussion with the</p>	No progress since last report.

			<p>CEO of the Bunbury Harvey Regional Council about arranging a council visit to the regional waste site to view and discuss organic waste issues. Further details to be arranged in early 2019.</p> <p>January 2019 A meeting of the regional waste working group is being planned for February 2019.</p> <p>March 2019 The processing of organic waste will be factored into the studies into establishment of either a single or multiple regional waste processing facilities however the timeframe for development of such facilities is likely to be 5-10 years.</p>		
C.06/0416 Bridgetown Raiside Landscaping Project	That Council seek a review of the decision by Brookfield Rail regarding the proposed Bridgetown Raiside Landscaping Project and seeks the assistance of the Minister for Transport and Minister for Regional Development in facilitating this review.	T Clynych	<p>Discussions being held with Terry Redman's office on best way to progress this matter (June 2016).</p> <p>Brookfield Rail has recently appointed a community liaison officer and it is intended to meet that person soon to discuss various issues, including this issue (September 2016).</p> <p>A meeting was held with Brookfield Rail on 29 November 2016 and this issue was raised. Brookfield indicated it would reconsider its position on the landscaping and requested that a formal request be submitted based on the landscaping being groundcover only. That application is currently being prepared (February 2017).</p> <p>A new application has been submitted to Arc Infrastructure seeking approval to plant a 100 metre long, 3 metre wide landscaping strip from the town square southwards. The application has nominated the following ground cover selections for consideration by</p>	No progress since last report.	

		<p>Arc Infrastructure:</p> <ul style="list-style-type: none"> • Banksia blechnifolia • Banksia integrifolia • Hemiandra pungens (March 2018) <p>Discussions held with representative of Arc Infrastructure with indications given that approval to this proposal should be provided by June (May 2018).</p> <p>An update has been requested from Arc Infrastructure (July 2018). A follow-up reminder has been sent in August (September 2018).</p> <p>Arc Infrastructure has indicated that it is prepared to grant approval to this proposal once the Shire has signed off on a proposed interface agreement for rail crossings. The contents of the interface agreement have been subject to extensive discussions between the Shire and Arc Infrastructure with particular reference to an un-gazetted rail crossing on Pratt Road. A solution to this issue has been identified – being the ceding of Pratt Road from the railway reserve and this is being progressed and should be presented to Council in November (October 2018)</p> <p>November 2018</p> <p>Presentation of the Pratt Road issue to Council couldn't occur in November as Arc Infrastructure has yet to provide (despite several reminders) the necessary plans showing the extent of railway reserve to be ceded as a public road reserve. Arc Infrastructure has committed to approving the railside landscaping proposal once the Pratt Road issue has been resolved.</p>		
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			<p>January 2019 A request has again been submitted to Arc Infrastructure seeking progression of this matter.</p> <p>May 2019 A meeting is currently being sought with Arc Infrastructure to progress this and other rail related issues.</p> <p>June 2019 The CEO attended a meeting with Arc Infrastructure on 17 June where this matter was discussed and a commitment given by Arc Infrastructure to progress the required approvals.</p> <p>July 2019 Since the meeting in June there has been further communication with Arc Infrastructure about this and other outstanding matters requiring a decision by Arc Infrastructure.</p>	
C.04/0516 Proposed Investigation of Strategic Purchase for Somme Creek Improvements	That Council considers investigating the potential strategic purchase of Lot 84 (42) Forrest Street with the possibility of purchasing a part thereof, which encompasses the Somme Creek creek line and associated riparian edges, to be incorporated into the Somme Creek Parklands project.	T Clynch S Donaldson	<p>Correspondence sent to landowner on 22 August 2016. Meeting arranged for mid September 2016. Waiting for further contact from landowner (October 2016). Letter sent to Valuer General's Office on 17 November 2016, feedback pending (February 2017). Valuer General's Office feedback received. Follow up letter sent to landowner for further negotiation. Response received July 2017. Liaison with other landholders prior to further reporting to Council (August 2017).</p> <p>Negotiations are continuing with land owners but progress is really dependent upon securing an agreement with principle land owner as other parcels to be purchased would be amalgamated with that land. A revised offer is to be sent to that land owner so that this project can be progressed</p>	<p>August 2019 Surveyor appointed – See C.08/0419 below.</p>

		<p>(October 2018).</p> <p>November 2018 The revised offer to the main land owner wasn't sent in October and is due to be sent by the end of November.</p> <p>December 2018 Correspondence sent to four different landowners with potential offers to purchase. One favourable response received, pending feedback from three other landowners prior to presenting report to Council in January 2019.</p> <p>January 2019 Still waiting responses from three landowners. Shire staff to follow up via phone, email or correspondence. Report to Council expected February or March 2019.</p> <p>February 2019 Shire staff contacted two of the affected landowners by phone requesting their response. Follow up correspondence sent to the three landowners requesting their response.</p> <p>March 2019 One verbal response received and still waiting on written response from two others. Matter to be presented to Council in April 2019 notwithstanding any further delays in response.</p> <p>April 2019 Report to be presented to Council at April meeting of Council.</p> <p>May 2019 See C.08/0419 below. Correspondence sent to landowner on 6 May 2019 confirming Council Resolution from April 2019 to support partial land purchase. Quotes being sought from land surveyors prior to lodging subdivision application with the WAPC.</p>		
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			<p>July 2019 Quotes received from land surveyors prior to lodging subdivision application with the WAPC.</p>		
C.03/1116 RV Friendly Towns	That Council consider the registration and promotion of Bridgetown as an RV Friendly Town and Greenbushes as an RV Destination and request the CEO present a report back to Council on the requirements and implications of obtaining such registrations.	T Clynch	<p>Assessment against guidelines of Campervan and Motorhome Club of Australia Limited (CMCA) has commenced (March 2017).</p> <p>The requirement for a dump point is a mandatory requirement for registration as a RV Friendly Town and assessment of options is currently occurring to enable a report back to Council (April 2017).</p> <p>A meeting has recently been held with representatives of the Bridgetown Agricultural Society regarding development of a dump point at the showgrounds (June 2017).</p> <p>Greenbushes appears to comply with the requirements necessary to obtain "RV Friendly Destination" Status and the Visitor Centre Manager is in the process of submitting an application (February 2018).</p> <p>An application to Water Corporation is currently being prepared for a sewerage connection for a dump point at the railway car park. This will enable a cost estimate to be conducted. Funding of the dump point is a proposed new action in the updated corporate Business Plan proposed to be presented to the budget workshop (May 2018).</p> <p>Discussions occurred at August Council Concept forum. Railway car park site confirmed. Costings and design for both</p>	No progress since last report.	

			<p>sewerage and holding tank options being progressed (September 2018).</p> <p>November 2018 Discussion occurred at the November Concept forum about the proposed dump point in Bridgetown and direction was given to staff to further investigate waste water disposal options.</p> <p>February 2019 Application has been lodged with Water Corporation for a sewer connection for a dump point in the railway car park.</p> <p>March 2019 Planning and cost estimates for establishment of a dump point in the railway car park is being completed in time for 2019/20 budget considerations. Greenbushes site – refer comments for Resolution C.16/0513 on Page 5.</p> <p>April 2019 An application has been submitted to Water Corporation for connection to sewer for the proposed dump point in the railway car park. A dump point at the Greenbushes Sportsground is being investigated as part of the planning for that precinct.</p> <p>June 2019 At the June Concept Forum council determined to include funding in 2019/20 for installation of a sewer connected dump point in the railway car park. This funding will be confirmed in the 2019/20 budget.</p>		
C.02/1216 Acquisition of Dumpling Gully Precinct	That Council request the CEO to investigate the options of the Shire of Bridgetown-Greenbushes taking ownership of the Dumpling Gully Dams (and associated area) commonly called the Dumpling Gully Precinct to incorporate the area into a Shire Reserve which can be developed for both passive and active recreation activities for the community	T Clynh	<p>Correspondence forwarded to Water Corporation on 23 December 2016. Response received 28 February 2017 indicating in-principle support to the proposal (April 2017).</p> <p>A meeting was held with the Water</p>	No progress since last report.	

	and to manage and protect the Wetlands and associated unique fauna and flora of the region.		<p>Corporation and Talison Lithium on 19.6.17 to further discuss the processes for de-proclamation of the drinking water source and the need to engage with DPAW (July 2017).</p> <p>A meeting is scheduled for 3 September with Water Corporation to progress this matter (September 2018).</p> <p>Advice received from Water Corporation that is continuing to work with Department of Water and Environmental Regulation (DWER) about excising the dam from State Forest (requires Cabinet approval) and resolving the water allocation issues. A follow up meeting with DWER is being planned (October 2018).</p> <p>November 2018 Refer comments for Resolution C.16/0513 on Page 5.</p> <p>January 2019 Refer item in January agenda.</p> <p>February 2019 Submission lodged with Department of Water and Environmental Regulation recommending that the Greenbushes Catchment Area should be abolished under the Country Areas Water Supply Act 1947.</p>	
C.05/1216 Greenbushes Townsite Carpark	<p>That Council:</p> <ol style="list-style-type: none"> Adopts in principle the proposed Greenbushes Town Centre Carpark and Access Concept Plan. Authorises the CEO to progress discussion with the landholders to acquire private property adjacent to the laneway at the rear of the shopping area on the corner of Blackwood Road and Stanifer Streets in Greenbushes for the purposes of creating a 	T Clynych	<p>Letters sent to affected property owners in order to commence consultation on possible ceding of private land for the project (March 2017).</p> <p>Cr Scallan provided an update to the February 2018 Standing Committee meeting advising:</p> <ul style="list-style-type: none"> Consultation still in progress 	<p>August 2019 Car park design is being amended to reflect decision of one of the land owners not to accept offer to purchase land.</p>

	<p>formalised car parking area.</p> <ol style="list-style-type: none"> 3. Requests the CEO to finalise the plan to include appropriate drainage, road access and parking and traffic ways. 4. Requests the CEO to identify suitable funding opportunities for the project. 	<ul style="list-style-type: none"> • Owner now supportive of concept • Commercial discussions to commence • Once agreement in place discussions will be had with other landowners • Detailed design work now progressing in parallel <p>The CEO meet with Grow Greenbushes representatives on 31 May 2018 to discuss pathway for acquiring land and investigating grant opportunities (June 2018).</p> <p>An updated concept plan has been received and is being assessed (July 2018).</p> <p>Letters have been sent to land owners requesting written agreement to the proposals for land acquisition (September 2018).</p> <p>Responses have been received from 2 of the 3 land owners with the other advising that a response will be provided by early to mid November (October 2018).</p> <p>November 2018 Two grant applications have been submitted for this project and will be determined by March 2018.</p> <p>January 2019 Revised offers for land acquisition are to be sent to the property owners.</p> <p>February 2019 Awaiting confirmation from Talison about funding commitment to the land acquisition component of the project before sending updated offers to affected land owners.</p> <p>March 2019</p>	
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			<p>Grant application was unsuccessful.</p> <p>April 2019 Updated land acquisition offers have been sent to affected property owners.</p> <p>May 2019 This is one of the projects identified for inclusion in Council's infrastructure plan prepared for the purpose of assessing and leveraging the expected population increase associated with the Talison Expansion Project.</p>	
C.03/0217 Potential Outsourcing of Selected Park Maintenance Functions	That the CEO report back to Council prior to or during the 2017/18 budget process on the implications and processes that would be required for Council to consider calling for expressions of interest from suitable contractors to take over maintenance of a number of Shire parks including but not limited to Memorial Park, Blackwood River Park, Geegelup Park and Thompson Park.	T Clynych	<p>Compilation of existing maintenance functions and associated resources currently occurring which is required for report to Council. Report being prepared for June meeting. Further reporting is to occur by the end of the year.</p> <p>Council workshop to occur in February.</p> <p>Workshop held on 22.2.18 with the directions from that workshop to be used to refine the service levels before formal presentation back to Council (March 2018)</p> <p>Investigation into processes and specifications for calling tenders for selected outsourcing is currently occurring (July 2018).</p> <p>November 2018 A tender document for mowing of passive open spaces is currently being prepared.</p> <p>December 2018 The completion of the tender document has been deferred until completion of the organisational restructure and new workforce plan. Discussion on this occurred at the Council workshop held on 10.12.18.</p> <p>February 2019</p>	<p>August 2019 Taking into account restrictions imposed on council under its 'Election Caretaker Period' Policy the proposed workshop on parks and gardens service levels will be scheduled for November.</p>

			<p>With completion of the Workforce Plan preparation of the park mowing tender is to be progressed.</p> <p>June 2019 Discussion on parks and gardens service levels occurred at the June concept forum and the intent is to revisit those service levels commencing with a councillor/staff workshop to be scheduled in September/October. In the meantime the proposal to investigate outsourcing of mowing services will be deferred.</p>		
C.05/0217 Registration as a "Waterwise Council"	That Council endorse the recommendation from its Sustainability Advisory Committee and direct the CEO to submit a request to the Water Corporation for commencement of the process to becoming a "Waterwise Council".	T Clynych	<p>Request has been submitted (April 2017).</p> <p>Process for preparation and signing of a Memorandum of Understanding has commenced (August 2017)</p> <p>A reminder has been sent to Water Corporation requesting an update on the status of Council's registration (July 2018).</p> <p>Water Corporation has requested the Shire prepare a Waterwise Council Action Plan and this is to be progressed through the Sustainability Advisory Committee (September 2018).</p>	August 2019 The CEO met with the responsible Water Corporation officer at the recent Local Government Convention in Perth and arrangements are to be made for the Shire's registration to be progressed.	
C.11/0817 Road Safety – Steere Street	<ol style="list-style-type: none"> 1. That Council direct the CEO to assess the safety of the intersection of Steere Street, the Shire car park and Stewart Street. 2. If the intersection requires modification to increase safe intersection sight distances, Council directs the CEO to explore possible solutions and present them to Council for consideration at a future Council meeting. 	T Clynych / G Arlandoo	<ol style="list-style-type: none"> 1. Assessment completed. 2. Plans forwarded to Main Roads for approval re: remedial works; once Main Roads response received solutions will be presented to Council. EMWS will monitor and follow up on the progress with Main Roads if a response is not received. <p>Still awaiting response from MRWA Bunbury which has a significant resource deficiency</p>	No progress since last report.	

		<p>(July 2018).</p> <p>MRWA officer attended meeting of Roadwise Committee on 31 July 2018 and indicated that in principle MRWA wouldn't object to removal of the first car parking bay near this intersection. Previous advice from MRWA was that it wouldn't allow the holding (stop) line at this intersection (Stewart Street) to be brought out further into Steere Street. Discussion of this issue occurred at the August Council Concept Forum where it was agreed that no funds would be included in the 2018/19 budget to progress changes to footpath or Steere Street. Instead investigations would occur into whether removal of box tree near Civic Lane entry would sufficiently improve sight distances so that removal of adjacent parking bay isn't necessary to improve sight distances at intersection (September 2018).</p> <p>November 2018</p> <p>This matter was a discussion item at November Concept Forum. The discussion points and outcomes from the forum were:</p> <ul style="list-style-type: none"> • Main Roads WA has indicated it wouldn't object to removal of parking bays adjacent to these intersections. Dependent upon whether footpath is to be extended to take in current parking bay areas a formal approval from Main Roads may be required. • Two bays are identified for removal – south side of Steere Street outside newsagent and north side of Steere Street between the two entries into civic centre car park. 		
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			<ul style="list-style-type: none"> • Councillors supported the proposal to refer this proposal out for community consultation for a 35 day period. Included on the concept plan should be the removal of the box tree immediately adjacent to eastern entry of the civic centre car park. <p>December 2018 In accordance with Council policy community consultation over the Christmas period is being avoided with consultation to commence in mid to late January 2019.</p> <p>January 2019 Community consultation scheduled to commence in late January.</p> <p>February 2019 Community consultation delayed and scheduled to commence before end of February.</p> <p>March 2019 Community consultation in progress. Closing date for submissions is 15 April 2019.</p> <p>April 2019 Consultation period has closed and submissions will be assessed with presentation and report to May Council meeting.</p> <p>May 2019 The community consultation period for removal of parking bays has closed and submissions are currently being assessed.</p> <p>June 2019 Due to other projects taking priority to ensure completion by 30 June the assessment of submissions hasn't occurred but will be completed in July.</p>		
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<p>C.08/0917 Preparation of Shire of Bridgetown-Greenbushes Local Planning Strategy and Local Planning Scheme No 6</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Notes that the draft Local Planning Strategy adopted by Council in November 2012 has not been endorsed by the Western Australian Planning Commission for the purpose of advertising and will not be further progressed. 2. Notes the appointment of Lush Fire & Planning to prepare a Bushfire Hazard Level Assessment to guide preparation of a new Local Planning Strategy and Local Planning Scheme for the Shire of Bridgetown-Greenbushes. 3. Pursuant to regulation 11 of the Planning and Development (Local Planning Schemes) Regulations 2015, directs the Chief Executive Officer to prepare a new Local Planning Strategy for all land within the Shire of Bridgetown-Greenbushes municipality, as per the Scheme Map Area marked in Attachment 9. 4. Pursuant to section 72 of the Planning and Development Act 2005 and regulation 19 of the Planning and Development (Local Planning Schemes) Regulations 2015, directs the Chief Executive Officer to prepare a new Local Planning Scheme No. 6, for all land within the Shire of Bridgetown-Greenbushes municipality, as per the Scheme Map Area in Attachment 9, and upon gazettal will revoke Town Planning Scheme No. 3 and Town Planning Scheme No. 4. 5. Pursuant to section 72 of the Planning and Development Act 2005 and regulation 20 of the Planning and Development (Local Planning Schemes) Regulations 2015, directs the Chief Executive Officer to forward to the Western 	<p>S Donaldson</p>	<ol style="list-style-type: none"> 1. Noted. 2. Noted. Preliminary investigations completed. Preliminary draft report received February 2018 for staff review. Meeting scheduled with Department of Planning, Lands and Heritage for 8 March 2018 for preliminary advice. Follow up meeting with DPLH staff on 27 March 2018, working with consultant on modifications. Draft report to be presented to Council in July 2018 (April 2018). Contact has since been made with a planning consultant to assist in completion of the Local Planning Strategy (June 2018). Consultant has been engaged (July 2018). Meeting held with DPLH staff on 4 September 2018 (September 2018). 3. Noted. 4. Noted. 5. Correspondence sent to WAPC on 26 October 2017. Response received. <p>November 2018 Liaison with Shire's planning consultant and DPLH staff continuing.</p> <p>May 2019 Liaison with DPLH staff, planning consultant and bushfire consultant continuing.</p> <p>June 2019 Further liaison with planning consultant continuing.</p> <p>July 2019 Further liaison with planning consultant and DPLH continuing.</p>	<p>August 2019 Further liaison with planning consultant required.</p>	
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	<p>Australian Planning Commission:</p> <ul style="list-style-type: none"> a) A copy of Council's resolution deciding to prepare a new Local Planning Strategy and Local Planning Scheme No. 6 for the Shire of Bridgetown-Greenbushes; and b) A map marked Scheme Map Area signed by the Chief Executive Officer, on which is delineated the area of land proposed to be included in the Local Planning Strategy and Local Planning Scheme No. 6 for the Shire of Bridgetown-Greenbushes. <p>6. Subject to receiving notification from the Western Australian Planning Commission pursuant to regulation 20 of the Planning and Development (Local Planning Schemes) Regulations 2015, directs the Chief Executive Officer to:</p> <ul style="list-style-type: none"> a) publish a notice within a newspaper circulating in the Shire district of the passing of the resolution deciding to prepare a Local Planning Strategy and Local Planning Scheme No. 6 for the Shire of Bridgetown-Greenbushes. b) forward a copy of the notice to and seeking a memorandum in writing setting out any recommendations in respect of the resolution to: <ul style="list-style-type: none"> (i) the local government of each district that adjoins the local government district; (ii) each licensee under the Water Services Act 2012 likely to be affected by the scheme; 		<p>6. Noted. To be actioned.</p> <p>December 2018 Sections of draft LPS prepared by planning consultant currently being reviewed by Shire staff.</p> <p>January 2019 Final draft Bushfire Hazard Level Assessment received for Shire staff review. Further consultation with planning consultant undertaken in December 2018. Shire staff working through detailed zoning and lot analysis for all townsites and investigation areas.</p> <p>February 2019 Zoning and Precinct Analysis completed and forwarded to planning consultant for consideration. See C.14/0310 above in relation to Bushfire Hazard Level Assessment.</p> <p>March 2019 Meeting scheduled with DPLH staff, SWDC staff and planning consultant. See C.14/0310 above in relation to Bushfire Hazard Level Assessment.</p> <p>April 2019 Meeting held with DPLH and SWDC staff in March 2019. Planning Consultant working</p>		
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	<p>(iii) the Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions assisting in the administration of the Conservation and Land Management Act 1984; and</p> <p>(iv) each public authority likely to be affected by the scheme, including the Department of Water and Environment Regulation pursuant to section 81 of the Planning and Development Act 2005.</p>		<p>on Planning Precinct Analysis. See C.14/0310 above in relation to Bushfire Hazard Level Assessment.</p>	
<p>C.07/1217 Ratio Action Plan – Fair Value Accounting & Depreciation Expense</p>	<p>That Council endorse the following Ratio Improvement Action Plan:</p> <ul style="list-style-type: none"> A full review of Council's asset depreciation expenditure is undertaken. Specifically, a review of each individual Council asset (at component level) of its condition, useful life, remaining useful life and residual value. 	<p>M Larkworthy</p>	<p>Relevant Staff will receive training in condition rating and useful life assessment as part of the Department's Asset Management Capacity Building program. Last training session is scheduled for 27 February 2018. (February 2018). Training complete. Inspections at component level of all Shire buildings is currently being undertaken. An assessment of furniture & equipment has been undertaken (May 2018).</p> <p>Inspection of Shire buildings is now complete. Data (including the remaining useful life of each component) is now being collated to inform Council's future depreciation expenditure for this asset class. A review of 'remaining useful life' for Council's infrastructure assets at component level will now commence. (September 2018).</p> <p>November 2018 Work is ongoing.</p> <p>December 2018 Work is ongoing</p> <p>February 2019 Work is ongoing, current focus is on Road</p>	

	<ul style="list-style-type: none"> An assessment as to whether the Shire is revenue short or expenditure long by undertaking a comparison of neighbouring and similar sized Shires in relation to the level of own source revenue (i.e. rates, fees and charges) compared to expenditure. 	<p>Infrastructure assets</p> <p>April 2019 Work is ongoing, current focus is on Road Infrastructure assets.</p> <p>May 2019 Work is ongoing, current focus is on Road Infrastructure assets.</p> <p>This assessment will occur following completion of the 2017/18 annual financial statements (September 2018).</p> <p>November 2018 The 2017/18 annual financial statements are now complete and the audit report is pending. This assessment will now be undertaken and results presented to the first Audit Committee meeting to be held in 2019.</p> <p>December 2018 Data collection has commenced</p> <p>February 2019 Results of data analysis to be presented to the Audit Committee Meeting scheduled for 18 March 2019</p> <p>March 2019 A report on the analysis of data collected was considered by the Audit Committee at its meeting held 18 March 2019. The Committee resolved that further investigation into this Shire's level of rating income, other revenue sources, employee costs and insurance expense compared to benchmark Councils be undertaken.</p> <p>April 2019 Work is ongoing</p> <p>May 2019 Work is ongoing. Results of the further investigations as identified in March will be presented to the Audit Committee at its September 2019 meeting.</p>		
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	<ul style="list-style-type: none"> • Develop a policy to guide future Council decisions in relation to the allocation of funds to renewal works versus upgrade works. • That various scenarios are modelled during the next review of Council's Long Term Financial Plan in relation to achieving minimum ratio benchmarks. The results of these scenarios to be workshopped with Council. 		<p>Policy will be developed following full review of Council's asset depreciation expenditure in point 1 above.</p> <p>November 2018 No progress since last report</p> <p>December 2018 No progress since last report as point 1 is ongoing</p> <p>A review of Council's Long Term Financial Plan will commence in conjunction with the Corporate Business Plan and 10 Year Capital Works plans annual reviews.</p> <p>The draft Long Term Financial Plan will be workshopped at Council's October 2018 Concept Forum before formal presentation to Council (September 2018).</p> <p>LTFP presented to October Concept Forum, final draft will now be prepared and presented to Council in November. (October 2018)</p> <p>November 2018 The 2018/19 to 2032/33 Long Term Financial Plan is included in this agenda for Council endorsement.</p> <p>December 2018 Council adopted its Long Term Financial Plan (LTFP) in November. It should be noted that this will be an annual process. The workshop approach for Council's review of the draft LTFP including predicted ratio results is suggested.</p> <p>April 2019 Next revision of the LTFP has commenced.</p> <p>May 2019</p>	<p>August 2019 An item was presented to Council's August Concept Forum that outlined the 2019/20 timeline for review of all Integrated Planning and various capital works plans with the Long Term Financial Plan due to be adopted in June 2020. A workshop will be held prior to adoption when the consideration of ratio results will be undertaken.</p>	
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			Works are continuing on the LTFF. The plan is being updated with results from Council's review of the 10 year asset/works plans and Corporate Business Plan.	
C.06/0418 Proposed Road Closure for Amalgamation – Adjoining Roe Street, Bridgetown	That Council, in relation to the proposed closure for amalgamation of the road adjoining Roe Street, Bridgetown, as per Attachment 8: 1. Notes the public submissions received, as per Attachment 10, and the Shire staff responses in the Schedule of Submissions, as per Attachment 11. 2. Pursuant to s.58 of the Land Administration Act 1997 supports the proposed closure of unmade and unnamed road adjoining Roe Street, Bridgetown, between Lot 3 (99) and Lot 4 (101) Roe Street, Bridgetown, for amalgamation with adjoining land. 3. Directs the Chief Executive Officer to forward relevant information to the Department of Planning, Lands and Heritage seeking approval from the Minister for Lands in relation to Point 2.	S Donaldson	1. Noted. 2. Noted. 3. Referred to DPLH on 2 May 2018, response pending. November 2018 A list of all outstanding actions referred to the Department Planning, Lands and Heritage (as listed in this Rolling Action Sheet) is to be compiled and a meeting requested with relevant staff of that department in order to progress them to conclusion. December 2018 No progress since November update. January 2019 Decision of DPLH pending on proposed road closure. Overall audit of outstanding matters not progressed. March 2019 Decision of DPLH pending on proposed road closure. Overall audit of outstanding matters commenced and liaison continuing with DPLH staff. May 2019 DPLH response still pending. June 2019	August 2019 Response from DPLH still pending.

			Response from DPLH still pending. July 2019 Response from DPLH still pending.		
C.08/0718 Licence to Occupy – Greenbushes Railway Station	That Council: 1. Writes to Arc Infrastructure advising the Greenbushes Discovery Centre Incorporated has expressed a long- term goal to relocate the Greenbushes Railway Station Building to the Greenbushes Discovery Centre, 38 Blackwood Road, Greenbushes as an extension to that facility. 2. Inform Arc Infrastructure that the Shire of Bridgetown Greenbushes and Greenbushes Discovery Centre have received letters from the Public Transport Authority giving permission for the relocation of the building when finances/grant funding opportunities enable this to occur. 3. Enquire whether a Licence to Occupy the land and buildings would be necessary given the agreement with the PTA for community end-use for the building. 4. Assist the Greenbushes Discovery Centre finalise the business plan for consideration by all parties, including potential funding partners.	T Clynh	Correspondence has been forwarded to Arc Infrastructure (September 2018) November 2018 A response to the Shire’s correspondence is yet to be received. May 2019 A meeting is currently being sought with Arc Infrastructure to progress this and other rail related issues. June 2019 At a meeting with Arc Infrastructure held on 17 June this matter was discussed. The Public Transport Authority (PTA) has granted its approval to the proposed removal of the railway station from its current site and Arc Infrastructure will now prepare an agreement for amendment of its licence with PTA.	No progress since last report.	
C.14/0718 Bridgetown Information Bays	That Council: 1. Endorses the removal of all structures and signage at the Information Bay at the southern end of Hampton Street. 2. Endorses the replacement of structures and signage at the Information Bay at the northern end of Hampton Street.	E Denniss	The Shire has been invited to submit an application in the Stronger Communities Program Round 4 by Rick Wilson’s office. This project has been identified as a suitable option to apply for (seeking 50% of total project cost). Applications closed 11 October 2018 (September 2018). Rick Wilson’s office has verbally advised that the Shire’s application did not make the funding	August 2019 No expressions of interests/quotes were received for the construction of the information bay. Further discussions are to be held with prospective contractors..	

	<p>3. Endorses the installation of a new, static Information Bay structure and information boards at the information bay located at the northern end of Hampton Street based upon the concept at Attachment 14.</p> <p>4. Determines to consider interactive technology options for the visitor centre in a review of Visitor Centre service levels to be conducted in 2018/19.</p>	<p>round for October but will be included in the January non-competitive round (October 2018).</p> <p>November 2018 No progress since last report.</p> <p>December 2018 Email sent to Rick Wilson's office seeking assurance/confirmation of the opportunity for consideration in January, response pending.</p> <p>January 2019 Rick Wilson's Office has advised that the exact date has not been set for the next funding round. They will contact us in February with further information.</p> <p>February 2019 A scope of works is currently being prepared for the project to seek Expressions of Interest from local/interested builders. No further advice from Rick Wilson's office has been received regarding funding round.</p> <p>March 2019 Scope of works was reviewed/finalized at the Executive Leadership Team meeting held on 20/03/19 and will be advertised seeking quotes and timelines for work to begin construction prior to 30 June 2019. There has been no update from Rick Wilson's office re: Stronger Communities Program Funding.</p> <p>April 2019 Executive Leadership Team determined to proceed to detailed design and engineering prior to construction expressions of interest/tender. These are currently being prepared, to be completed by 30 April with expressions of interest/tender.</p> <p>May 2019 Architect has completed the detailed design and awaiting engineering certification prior to</p>	
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			<p>seeking quotes. There has been no advice regarding funding opportunities.</p> <p>June 2019 Engineering certification has been received and local builders have been invited to quote on the works. It is anticipated that an appointment to progress works will be made in July 2019.</p> <p>July 2019 Concept Forum update delivered 11 July. Currently seeking tenders/cost estimates for works (closing date 31 July 2019).</p>	
C.03/0818 Installation of Condom Dispensing Machines in Library Toilets	<p>That Council approves the installation of condom dispensing machines in the male and female toilets at the Bridgetown Regional Library subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The machines are being installed on a 6 month trial basis after which a review into making the installations permanent will be held. 2. That Blackwood Youth Action is responsible for purchase of the dispensing machines and purchase of stock noting that the CEO has discretion to provide a one-off monetary donation to assist in this initiative. 3. That the Shire will be responsible for installation of the dispensing machines, storage of stock (condoms) and replenishing the stock in the machines using the stock purchased by Blackwood Youth Action. 4. That signage (posters) be displayed in the male and female toilets explaining the importance of having free condom dispensing machines in our community. 	T Clynych	<p>Advice of the Council decision was conveyed to Blackwood Youth Action.</p> <p>November 2018 Advice has recently been received from Blackwood Youth Action that it is progressing the acquisition and installation of the machines and stock.</p> <p>December 2018 The CEO provided a \$200 donation to BYA to assist with purchase of machines and stock.</p> <p>February 2019 A project update has been requested from Blackwood Youth Action</p> <p>March 2019 Blackwood Youth Action has secured the machines and installation will occur shortly.</p> <p>April 2019 Condom machines currently being installed.</p> <p>May 2019 A process is being put in place for library cleaners to monitor and record stock and replace when necessary.</p> <p>June 2019 Machines have been installed. Trial will end mid-December 2019.</p>	Trial will end in December 2019.

	5. That Blackwood Youth Action coordinates the making of suitable posters for display in the male and female toilets requesting respect for the initiative and responsible use of stock		July 2019 Trial continuing.	
C.09/0818 Library Green Roof	That Council approves the following revised scope of works for the library green roof noting: a) All existing vegetation to be removed; b) No weed matting to be installed; c) New plantings of a mix of <i>Carpobrotus</i> (also known as Pigface) and <i>Mesembryanthemum</i> ; and d) Inspection and minor vegetation management program (no more than twice per annum).	T Clynh	Works to be scheduled. November 2018 Staff are in the process of employing a Elevated Work Platform contractor now that the weather is more suitable. December 2018 The works commenced in the late November with removal of all vegetation and spraying. As a significant seed bank has built up regermination of weeds and vegetation is expected so the roof will be sprayed again in 6-8 weeks with the new “pigface” vegetation to be planted in autumn. June 2019 “Pigface” has been purchased and is to be planted imminently.	
C.14/0818 ACROD Parking	That Council: 1. Directs the CEO to install an ACROD parking bay in the Bridgetown Community Resource Centre car park area in place of the proposed Post Office car park ACROD parking bay. 2. Reduce the time limit placed on the 6 parallel car parking bays on the western side of Hampton Street outside IGA from 2 hours to 1 hour. 3. Reduce the time limit on the two parking bays on the western side of Hampton Street that are currently infirm bays from 2 hours to 20 minutes. 4. The current infirm bay at the front of the post	G Arlandoo	Works to be scheduled. November 2018 Sourcing of suitable contractors in progress December 2018 No progress since November update. January 2019 Works have commenced. February 2019 Preferred Contractor is not available so alternative contractors are being sought. March 2019 Works on bay next to lawyers office due to commence by end of March. June 2019 This matter was discussed at June Concept Forum:	August 2019 ACROD bay next to lawyer’s office completed. ACROD bay in civic centre car park will be completed by end of August. Once completed existing “infirm” parking bays will be removed and change to parking restrictions on nominated bays will occur. Insight article included in August edition.

	office be changed to a 20 minute parking bay.		<ul style="list-style-type: none"> - Works within Bridgetown CRC's carpark will not be progressed. - Works on bays next to lawyer's office and within Shire carpark scheduled for early in the new financial year. - Changes to infirm bays and time limitation on other parking bays will follow. <p>July 2019 Works on bays next to lawyer's office have commenced.</p>		
C.15/0818 Proposed Land Purchase – Western Portion of Lot 150 (39) Hampton Street, Bridgetown	<p>That Council:</p> <ol style="list-style-type: none"> 1. Resolves to purchase the western portion of Lot 150 (39) Hampton Street, Bridgetown (currently on Diagram 60989 Volume/Folio 2763/62) for the sum of \$43,000 plus subdivision and legal costs of approximately \$7,000, as shown in Attachment 1. 2. That the unbudgeted expenditure of \$43,000 purchase price and estimated \$7000 subdivision and legal (transfer of land) costs be funded by withdrawal of an amount of up to \$50,000 from the Land & Buildings Reserve. 3. That the CEO be authorised to submit an application to the Western Australian Planning Commission for the subdivision of Lot 150 (on Diagram 60989), with the western portion to be amalgamated with adjoining Lot 14 (on Plan 222161). 	S Donaldson	<p>The land owner has formally accepted the offer and the process to subdivide the land off the existing property has commenced (October 2018).</p> <p>November 2018 Subdivision application posted to WAPC on 12 November 2018.</p> <p>December 2018 No progress since November update.</p> <p>January 2019 WAPC decision still pending.</p> <p>February 2019 WAPC approval granted. Surveyor has been directed to finalise Deposited Plan for endorsement of Department of Lands and Heritage.</p> <p>March 2019 Deposited Plan sent to DPLH on 11 March 2019 for endorsement, pending.</p> <p>April 2019 Deposited Plan endorsed by DLPH and finalised at Landgate. Shire Solicitor instructed on 4 April 2019 to commence settlement proceedings.</p> <p>May 2019 Shire Solicitor currently organising settlement.</p>	August 2019 Settlement completed. No further action required.	√

			<p>June 2019 Settlement still pending.</p> <p>July 2019 Settlement still pending.</p>		
C.08/1218 Proposed Road Closure – Portion of Perry Road, Greenbushes	That Council notes the submissions received, as per Attachment 8, and pursuant to section 58 of the Land Administration Act supports closure of the northern portion of Perry Road, Greenbushes, as per Attachment 9, for conversion to Unallocated Crown Land, and directs the Chief Executive Officer to seek support from the Minister for Lands through the Department of Planning, Lands and Heritage.	S Donaldson	<p>January 2019 Correspondence sent to Department of Planning, Lands and Heritage. Support received from Land Use Planning Division (Regional South West Office) on 16.1.2019. Decision pending from Land Use Management Division (Perth office).</p> <p>March 2019 Shire staff met with DPLH staff on 27 February 2019. Decision of Minister for Lands pending.</p> <p>April 2019 DPLH response still pending.</p> <p>May 2019 DPLH response still pending.</p> <p>June 2019 DPLH response still pending.</p> <p>July 2019 DPLH response still pending.</p>	<p>August 2019 DPLH response still pending.</p>	
C.03/0119 Proposed Mine Access Road	<p>That Council:</p> <ol style="list-style-type: none"> Note the submissions received on the mine access road proposal. Notes that in addition to its approval the approval of relevant Government agencies will be required for this proposal to proceed. Approve in principle the proposed route of the mine access road noting that detailed road design plans will be required for local government approval. Notes the potential reopening of the rail line between Greenbushes and Picton, with further upgrades to the line between Picton 	T Clynych	<p>February 2019 Notice of Council's decision has been conveyed to the proponent.</p> <p>March 2019 The CEO will be attending a meeting with Talison on 25 March to discuss project.</p> <p>April 2019 CEO attended a meeting with Talison and Grow Greenbushes representatives on 25 March to discuss detailed design issues.</p> <p>June 2019 CEO attended a meeting with Talison and Grow Greenbushes representatives on 14 June to discuss detailed design issues.</p>	<p>August 2019 Item presented to special council meeting held on 15.8.19.</p>	√

	<p>and the Bunbury Port, Picton and Kemerton complete with in-loading and out-loading facilities at Greenbushes, Bunbury Port, Kemerton and Kwinana, is currently being investigated by State Government agencies, the rail corridor lessee and industry, including Talison Lithium. In-principle Council supports the reopening of the rail from Greenbushes northwards but acknowledges the need for a full business case to be developed to the satisfaction of all parties for this to be progressed, and that the community impacts of the reopening of the line be evaluated against the potential benefits of mitigating some of the future truck movements.</p> <p>5. Requests the CEO to liaise with the proponent to ensure that the following areas of concern are addressed in the detailed design plans:</p> <ol style="list-style-type: none"> i. Pedestrian crossings near the Greenbushes Sportsground and any walk trail crossing points; ii. All intersection design and treatments; iii. The need for fencing in proximity to Greenbushes Pool; and iv. Noise attenuation design especially in proximity to Greenbushes Pool and Greenbushes Sportsground. 				
C.03/0219 Construction of Intersection Improvements at Entrance to Bridgetown Gardens Estate	<p>That Council:</p> <ol style="list-style-type: none"> 1. Note the legal advice received (Confidential Attachment 2). 2. Reaffirm its intent to widen Kangaroo Gully Road at the intersection of Claret Ash Rise in order to improve the intersection for traffic travelling eastwards on Kangaroo 	T Clynych	<p>March 2019</p> <p>Correspondence sent to Council of owners of Bridgetown Gardens Estate confirming Council's decision.</p> <p>The works will be scheduled for 2019/20.</p>	No progress since last report.	

	<p>Gully Road.</p> <p>3. Advise the Council of Owners for Bridgetown Gardens Estate that the bonded funds obtained in 2006 from the developer of Bridgetown Gardens Estate are only able to be used for works at the intersection of Kangaroo Gully Road and Claret Ash Rise and therefore Council is unable to reassign the funds for other works within the Estate.</p> <p>4. Request the CEO to progress the widening of Kangaroo Gully Road at its intersection with Claret Ash Rise by June 2019 if capacity and weather permits, or alternatively in the 2019/20 road construction program.</p>				
C.08/0219 Proposed Excision and Change in Purpose to Bush Fire Station	That Council gives support to the proposed excision and change in purpose from Landscape Protection to Bush Fire Station for a portion of Reserve 21157, Lot 11306 Mokerdillup Road, Wandillup, as shown on Attachment 12, with the Chief Executive officer to seek approval from the Minister for Lands through the Department of Planning, Lands and Heritage, including any necessary Management Order changes.	S Donaldson	<p>March 2019 Correspondence sent to Department of Planning, Lands and Heritage on 8 March 2019, decision pending.</p> <p>April 2019 Preliminary response received from DPLH. Shire staff investigating land surveying and management order issues.</p> <p>May 2019 Pending additional surveyor quotes to inform Budget preparation.</p> <p>June 2019 Surveyor quotes received to be considered in Budget preparation.</p> <p>July 2019 Surveyor quotes received to be considered in Budget preparation.</p>	<p>August 2019 No further action pending adoption of 2019/2020 Budget.</p>	
C.02/0419 Desktop Review of Strategic Community Plan	That Council: <p>1. Adopt the revised Strategic Community Plan 2019 following the desktop review process with the following minor changes:</p>	T Clynh	<p>June 2019 This resolution will remain on the rolling action sheet until the report back (by March 2020) has occurred on the recommended</p>	No progress since last report.	

	<ul style="list-style-type: none"> • Page 6 – Last paragraph change “at a depth of 45-50 degrees” to read “at depth at 45-50 degrees”. • Page 8 – First paragraph delete “as these workers are permanently based elsewhere” from last sentence. • Page 8 – Fifth paragraph amend first sentence to read “.... within the Shire of Bridgetown-Greenbushes of 853 persons, equating to an approximate 18% population increase by 2022/23.” <p>2. Request the CEO to report back by March 2020 on the recommended community engagement processes for the full review of the Strategic Community Plan in 2020/21, including budget considerations.</p>		community engagement processes for the full review of the Strategic Community Plan in 2020/21, including budget considerations.	
C.08/0419 Proposed Land Purchase – Part Lot 84 (42) Forrest Street, Bridgetown	<p>That Council:</p> <ol style="list-style-type: none"> 1. Resolves to purchase the southern portion of Part Lot 84 (42) Forrest Street, Bridgetown (on Plan 222161, Volume/Folio 1327/46) for the sum of \$50,000 plus subdivision and legal costs of approximately \$7,000, as shown in Attachment 10. 2. That the unbudgeted expenditure of \$50,000 purchase price and estimated \$7,000 subdivision and legal (transfer of land) costs be funded by withdrawal of an amount of up to \$57,000 from the Land & Buildings Reserve. 3. That the CEO be authorised to submit an application to the Western Australian Planning Commission for the subdivision of Part Lot 84 (42) Forrest Street, Bridgetown (on Plan 22161), and amalgamation with adjoining Lot 873 (83) Steere Street, Bridgetown (on Diagram 98062). 	S Donaldson	<p>May 2019 1. Correspondence sent to landowner on 6 May 2019 confirming Council resolution to support partial purchase. June 2019 Surveyor quotes still be sourced. July 2019 Surveyor quotes currently being sourced.</p> <p>2. Noted.</p> <p>3. Surveyor quotes currently being sourced.</p>	<p>August 2019 Surveyor appointed with work to commence early September.</p>

<p>C.04/0519 Development of Plans for Upgrade of Bridgetown CBD Parking and Geegelup Brook Beautification</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Amend its 2018/19 budget to include \$25,000 unbudgeted expenditure for the purpose of funding the preparation of detailed design plans for improvements to the Bridgetown CBD parking behind the shops on the western side of Hampton Street and the beautification of the adjacent Geegelup Brook. 2. Seek the input of its Sustainability Advisory Committee in identifying the key elements in the Geegelup Brook Beautification Project, including channel widening, public access and revegetation. 3. Transfer the sum of \$25,000 from the Strategic Projects Reserve to fund the unbudgeted expenditure. 	<p>T Clynch</p>	<p>June 2019 Consulting engineer still to be engaged.</p>	<p>August 2019 The resolution from Council's May 2019 meeting required the CEO to seek the input of the Sustainability Advisory Committee in identifying the key elements in the Geegelup Brook Beautification Project, including channel widening, public access and revegetation. Discussion on this matter is scheduled to occur at the SAC meeting to be held on 21.8.19.</p>	
<p>C.06/0519 Adoption of the 2019-20 Firebreak and Fuel Hazard Reduction Notice</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Adopts the 2019/20 Firebreak and Fuel Hazard Reduction Notice as shown in Attachment 2. 2. Submits an application/request to the Fire and Emergency Services Commissioner seeking a permanent change to the Restricted Burning Period in the Shire of Bridgetown-Greenbushes to end on the 10 May annually. 	<p>T Clynch</p>	<p>June 2019 Work is progressing on adding the pictorial content and final formatting of the 2019-20 Firebreak and Fuel Hazard Reduction Notice. The request to the Fire and Emergency Services Commissioner is expected to take several months to be determined.</p>	<p>August 2019 Significant work is required to change the format of the Notice into a booklet form and inclusion of pictorial information. The artwork and printing costs of this are likely to be significant therefore the 2019/20 notice will remain in its current "fold-out" format and work will be done in consultation with the Bush Fire Advisory Committee on developing a new format for 2020/21.</p>	<p>√</p>
<p>C.14/0519 Bridgetown Youth Precinct Community Consultation Report</p>	<p>That Council</p> <ol style="list-style-type: none"> 1. Endorse the Bridgetown Youth Precinct Community Consultation report. 2. Progress the Bridgetown Youth Precinct project to the concept design and preliminary cost estimate stage. 	<p>M Richards</p>	<p>June 2019 Quotes are currently being sought to progress the concept and preliminary cost estimate stage. These are anticipated to be received in July and work commenced in August 2019. July 2019 As per June update.</p>	<p>August 2019 Quotes received in July 2019 from 2 potential consultants with a determination and appointment to be made on review (to complete the development of concept plans and preliminary costings) </p>	

	<p>3. Increase expenditure in the Youth Precinct Hang Out Space account (PJ06) by \$5,000 by transferring \$5,000 from account PJ07 (Youth Event) to account PJ06 (Youth Precinct Hang Out) to complete the concept design and preliminary cost estimates for the Youth Precinct Project.</p>				
<p>C.15/0519 Warren Blackwood 2050 Cycling Strategy</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Endorses the Warren-Blackwood 2050 Cycling Strategy prepared by the Western Australia Bike Network for Department of Transport. 2. Consider in the next review of the 10 Year Strategic Works Program the inclusion of the priority actions/projects listed for the Shire of Bridgetown-Greenbushes. 3. Include in the next review of the Corporate Business Plan an action proposing the implementation of the Warren Blackwood 2050 Cycling Strategy with timelines and expenditure associated with the implementation to be determined during the review process. 	<p>E Denniss G Arlandoo</p>	<p>June 2019 Item noted for review in the 10 Year Strategic Works Program (September 2019) and the Corporate Business Plan (March 2020). July 2019 As per June update.</p>	<p>August 2019 As per July update.</p>	
<p>C.16/0519 Blackwood River Foreshore Development</p>	<p>That Council</p> <ol style="list-style-type: none"> 1. Note the Schedule of Submissions received as a result of the final period of community consultation period on the revised concept plans for the Blackwood River Foreshore Development Project. 2. Adopt the revised draft Blackwood River Foreshore Development Concept Plan as per attachment 19 and amend to include the change identified in Attachment 20 as follows: The location of the proposed 	<p>M Richards</p>	<p>June 2019 Works have commenced on the detailed design and costings of the Old Rectory Walk and Boardwalk elements of the project with Riverwood House Consultation to be undertaken in July 2019. July 2019 As per June update, noting consultation deferred to August 2019 due to officer leave.</p>	<p>August 2019 Detailed design of boardwalk and Old Rectory trail and preliminary costings this week. Consultation scheduled for August 2019.</p>	

	<p>interpretive signage currently indicated to be placed in front of Riverwood House will be reviewed in consultation with the residents of Riverwood House to ensure the location of the signage is beneficial to trail users without negatively impacting on residents.</p> <p>3. Determine to progress Blackwood River Foreshore Development Project to detailed design and costings for the Old Rectory Walk and Boardwalk elements of the project.</p>				
C.17/0519 Water Corporation Art Project	<ul style="list-style-type: none"> • That Council accepts \$15,000 (ex GST) unbudgeted income from the Water Corporation in the 2018-2019 financial year and associated expenditure on a community art project in the 2019-20 financial year. • That the artists and Bridgetown Landcare provide details, including design work, to Council for formal endorsement prior to the development being commissioned. 	M Richards	<p>June 2019 Correspondence has been issued to Art Trail Co-ordinator (Trudy Clothier) advising of Council's requirement to review all design work – landscaping and artwork – prior to works commencing.</p> <p>July 2019 Council, at a special meeting held on 11 July 2019 endorsed the landscaping plan and endorsed concept plans for 2 pieces of artwork.</p>	<p>August 2019 Funding from Water Corp was received in July 2019. Art Trail Co-ordinator, Ms Trudy Clothier, has advised that there has been a change in the selection of the artist for the sculpture and is aware of the need for final artwork design to be presented for Council prior to works being commissioned.</p>	
C.02/0619 Installation of Statue	<p>That Council:</p> <ol style="list-style-type: none"> 1. Considers investigating the installation of a Statue to acknowledge DW Stinton as the founder of the Tin Fields in 1886 and the subsequent significant impact ongoing mining of Tin, Tantalum and now Lithium has, and is continuing to have on Greenbushes, the Shire of Bridgetown Greenbushes, the Region and Western Australia. 2. In progressing such an investigation, the proposal be presented to the Blackwood Valley Arts Alliance with a view to developing a working partnership or group 	E Denniss	<p>July 2019 Letters of invitation issued to Grow Greenbushes, Blackwood Valley Arts Alliance and Ms Trudy Clothier seeking to arrange a meeting to discuss the project and the development of public art in general.</p>	<p>August 2019 Each group/individual has confirmed receipt of the letter. Grow Greenbushes and Blackwood Valley Arts Alliance responses pending. Ms Trudy Clothier response confirmed interest in attending meeting.</p>	

	with possible representation from Grow Greenbushes and the Shire to develop a project plan and to identify funding sources for the proposal.				
C.13/0619 Community Engagement Outcomes – Visitor Information Management Model and Visitor Information Services Location	That Council: <ol style="list-style-type: none"> 1. Host a consultation event to engage with the local business and tourism sector/s with regard to the management model and location of service delivery of the Visitor Centre. 2. Directs the CEO to commence formal discussions with the Bridgetown-Greenbushes Business and Tourism Association to explore the viability of a community management model under their auspice. 3. Determines to finalize the management model of the Visitor Centre prior to further investigations into potential location changes to the delivery of services. 	E Denniss	July 2019 Staff have developed a data base of main street traders, local business and tourism operators (including existing VC members) and are in the process of arranging date, time and venue of consultation (to be held in partnership with BGBTA as a follow up to the June After 5 Networking Function where Paul Matenaar (Chairman of SFBVTA) provided an update on the progress/development of the SFBVTA. Date of consultation likely to be early August (TBC).	August 2019 Invitations have been issued to the forum scheduled for 5.30pm on Wednesday 28 August at Scott's.	
C.15/0619 Proposed Use not Listed – Private Powerline Facility	That Council: <ol style="list-style-type: none"> 1. Pursuant to Clause 3.2.5 and Clause 4.3.3 of Town Planning Scheme No. 4, determines that the proposed 'Use Not Listed – Private Powerline Facility' as per Attachment 14, is consistent with the objectives and purposes of the 'Rural 2 – General Agriculture' and 'Rural 4 – Greenbushes' zones and may be considered for development approval subject to public consultation and detailed assessment. 2. Directs the Chief Executive Officer to undertake necessary public consultation in relation to Point 1. above, and subject to no objections being received, grants delegated 	S Donaldson	July 2019 Pending submission of final documentation prior to public advertising.	August 2019 Still pending submission of documentation from applicant prior to advertising.	

	authority to the Chief Executive Officer to determine the development application subject to appropriate conditions.				
C.08/0719 Shire of Bridgetown- Greenbushes Municipal Heritage Inventory Update	That Council adopt the 28 draft place records for updating of the Shire of Bridgetown-Greenbushes Municipal Heritage Inventory, as per Attachment 6, and directs the Chief Executive Officer to undertake public advertising including direct consultation with landowners of recognised places, with a subsequent report to be presented to a future meeting of Council.	S Donaldson	August 2019 Not yet actioned.		



SHIRE OF BRIDGETOWN-GREENBUSHES

MONTHLY FINANCIAL REPORT

For the Period Ended 31 July 2019

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Detailed account schedules will be provided with financial reports to be presented at the following Council meetings:

October 2019

February 2020 (Budget Review)

April 2020

July 2020

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Program)
For the Period Ended 31 July 2019

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
	\$	\$	\$	\$	%
Operating Revenues					
Governance	929	30	40	10	33.33%
General Purpose Funding - Rates	4,779,678	2,545	1,142	(1,403)	(55.13%)
General Purpose Funding - Other	1,056,949	5,000	4,341	(659)	(13.18%)
Law, Order and Public Safety	1,670,110	1,723	1,845	122	7.11%
Health	14,100	8	0	(8)	(100.00%)
Education and Welfare	15,609	9	10	1	11.11%
Housing	23,160	2,226	2,380	154	6.92%
Community Amenities	1,087,597	9,792	7,576	(2,216)	(22.63%)
Recreation and Culture	731,542	28,757	26,304	(2,453)	(8.53%)
Transport	1,870,476	531	418	(113)	(21.30%)
Economic Services	133,423	20,535	18,468	(2,067)	(10.06%)
Other Property and Services	138,886	12,196	12,685	489	4.01%
Total Operating Revenue	11,522,459	83,352	75,210	(8,142)	
Operating Expenses					
Governance	(1,090,117)	(103,269)	(87,452)	15,817	15.32%
General Purpose Funding	(129,334)	(10,374)	(9,801)	573	5.53%
Law, Order and Public Safety	(1,023,835)	(84,465)	(86,159)	(1,694)	(2.01%)
Health	(124,673)	(11,052)	(9,873)	1,180	10.67%
Education and Welfare	(214,802)	(9,209)	(6,976)	2,233	24.25%
Housing	(23,160)	(832)	(979)	(147)	(17.71%)
Community Amenities	(1,894,932)	(162,857)	(133,188)	29,669	18.22%
Recreation and Culture	(2,822,135)	(185,845)	(182,850)	2,995	1.61%
Transport	(3,895,831)	(133,240)	(142,362)	(9,122)	(6.85%)
Economic Services	(777,004)	(48,018)	(44,580)	3,438	7.16%
Other Property and Services	(88,541)	(124,579)	(142,922)	(18,343)	(14.72%)
Total Operating Expenditure	(12,084,364)	(873,740)	(847,141)	26,599	
Funding Balance Adjustments					
Add back Depreciation	3,552,778	0	0	0	
Adjust (Profit)/Loss on Asset Disposal	14,000	0	0	0	
Less grants recognised in prior year	(311,228)	0	0	0	
Adjust Provisions and Accruals	0	0	323	323	
Net Cash from Operations	2,693,645	(790,388)	(771,608)	18,780	
Capital Revenues					
Proceeds from Disposal of Assets	348,400	0	0	0	
Total Capital Revenues	348,400	0	0	0	
Capital Expenses					
Land and Buildings	(1,493,331)	(43,000)	(45,180)	(2,180)	(5.07%)
Infrastructure - Roads	(1,081,850)	0	0	0	
Infrastructure - Footpaths	(17,805)	0	0	0	
Infrastructure - Drainage	(91,101)	0	0	0	
Infrastructure - Parks and Ovals	(52,892)	0	0	0	
Infrastructure - Bridges	(1,017,000)	0	0	0	
Infrastructure - Other	(392,756)	(7,345)	(8,846)	(1,501)	(20.43%)
Plant and Equipment	(1,586,750)	0	0	0	
Furniture and Equipment	(12,684)	0	0	0	
Total Capital Expenditure	(5,746,169)	(50,345)	(54,026)	(3,681)	

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Program)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	%
Net Cash from Capital Activities		(5,397,769)	(50,345)	(54,026)	(3,681)	
Financing						
Proceeds from New Debentures	10	0	0	0	0	
Self-Supporting Loan Principal	10	8,651	0	0	0	
Transfer from Reserves	7	1,466,412	4,730	4,730	0	0.00%
Repayment of Debentures	10	(253,216)	0	0	0	
Transfer to Reserves	7	(577,558)	(10,034)	(10,034)	0	0.00%
Net Cash from Financing Activities		644,289	(5,304)	(5,304)	0	
Net Operations, Capital and Financing		(2,059,835)	(846,037)	(830,938)	15,099	
Opening Funding Surplus(Deficit)	2	2,059,835	2,059,835	2,103,282	43,447	
Closing Funding Surplus(Deficit)	2	0	1,213,798	1,272,344	58,546	

In accordance with Council's variance policy explanation of material variances are reported at sub program level.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	%
Operating Revenues						
Rates	11	4,667,928	83	0	(83)	(100.00%)
Operating Grants, Subsidies and Contributions		1,626,863	15,000	15,000	0	0.00%
Grants, Subsidies and Contributions for the Development of Assets		3,226,844	947	0	(947)	(100.00%)
Fees and Charges		1,656,736	47,323	41,864	(5,459)	(11.53%)
Interest Earnings		203,128	7,462	5,481	(1,981)	(26.55%)
Other Revenue		140,960	12,537	12,865	328	2.61%
Profit on Disposal of Assets	8	0	0	0	0	
Total Operating Revenue		11,522,459	83,352	75,210	(8,142)	
Operating Expenses						
Employee Costs		(4,713,779)	(443,526)	(424,185)	19,341	4.36%
Materials and Contracts		(2,823,225)	(214,151)	(200,999)	13,152	6.14%
Utility Charges		(313,274)	(11,651)	(11,071)	580	4.98%
Depreciation on Non-Current Assets		(3,552,778)	0	0	0	
Interest Expenses		(72,216)	0	265	265	
Insurance Expenses		(278,437)	(183,049)	(188,065)	(5,016)	(2.74%)
Other Expenditure		(316,655)	(21,363)	(23,087)	(1,724)	(8.07%)
Loss on Disposal of Assets	8	(14,000)	0	0	0	
Total Operating Expenditure		(12,084,364)	(873,740)	(847,141)	26,599	
Funding Balance Adjustments						
Add back Depreciation		3,552,778	0	0	0	
Adjust (Profit)/Loss on Asset Disposal	8	14,000	0	0	0	
Less grants recognised in prior year		(311,228)	0	0	0	
Adjust Provisions and Accruals		0	0	323	323	
Net Cash from Operations		2,693,645	(790,388)	(771,608)	18,780	
Capital Revenues						
Proceeds from Disposal of Assets	8	348,400	0	0	0	
Total Capital Revenues		348,400	0	0	0	
Capital Expenses						
Land and Buildings		(1,493,331)	(43,000)	(45,180)	(2,180)	(5.07%)
Infrastructure - Roads		(1,081,850)	0	0	0	
Infrastructure - Footpaths		(17,805)	0	0	0	
Infrastructure - Drainage		(91,101)	0	0	0	
Infrastructure - Parks and Ovals		(52,892)	0	0	0	
Infrastructure - Bridges		(1,017,000)	0	0	0	
Infrastructure - Other		(392,756)	(7,345)	(8,846)	(1,501)	(20.43%)
Plant and Equipment		(1,586,750)	0	0	0	
Furniture and Equipment		(12,684)	0	0	0	
Total Capital Expenditure	9	(5,746,169)	(50,345)	(54,026)	(3,681)	
Net Cash from Capital Activities		(5,397,769)	(50,345)	(54,026)	(3,681)	

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	%
Financing						
Proceeds from New Debentures	10	0	0	0	0	
Self-Supporting Loan Principal	10	8,651	0	0	0	
Transfer from Reserves	7	1,466,412	4,730	4,730	0	0.00%
Repayment of Debentures	10	(253,216)	0	0	0	
Transfer to Reserves	7	(577,558)	(10,034)	(10,034)	0	0.00%
Net Cash from Financing Activities		644,289	(5,304)	(5,304)	0	
Net Operations, Capital and Financing		(2,059,835)	(846,037)	(830,938)	15,099	
Opening Funding Surplus(Deficit)	2	2,059,835	2,059,835	2,103,282	43,447	
Closing Funding Surplus(Deficit)	2	0	1,213,798	1,272,344	58,546	

In accordance with Council's variance policy explanation of material variances are reported at sub program level.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Sub Program)
For the Period Ended 31 July 2019

	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Note	\$	\$	\$	\$	%	
Operating Revenues						
Governance						
Members of Council	610	0	0	0		
Other Governance	319	30	40	10	33.33%	
General Purpose Funding - Rates						
Rates	4,779,678	2,545	1,142	(1,403)	(55.13%)	▼
Other General Purpose Funding	1,056,949	5,000	4,341	(659)	(13.18%)	
Law, Order and Public Safety						
Fire Prevention	1,542,743	0	0	0		
Animal Control	25,250	1,661	1,839	178	10.74%	
Other Law, Order and Public Safety	102,117	62	6	(56)	(90.32%)	
Health						
Prev Services - Inspection and Admin	14,100	8	0	(8)	(100.00%)	
Education and Welfare						
Other Education	609	9	10	1	11.11%	
Aged and Disabled - Other	5,000	0	0	0		
Other Welfare	10,000	0	0	0		
Housing						
Staff Housing	23,160	2,226	2,380	154	6.92%	
Community Amenities						
Sanitation - General Refuse	982,483	1,054	715	(339)	(32.12%)	
Sanitation - Other	200	0	0	0		
Sewerage	32,150	2,678	3,063	385	14.37%	
Urban Stormwater Drainage	11,364	947	0	(947)	(100.00%)	
Town Planning and Regional Develop	40,650	3,386	3,716	330	9.76%	
Other Community Amenities	20,750	1,727	82	(1,645)	(95.26%)	▼
Recreation and Culture						
Public Halls and Civic Centres	17,009	1,425	1,544	119	8.37%	
Other Recreation and Sport	678,938	11,672	9,237	(2,435)	(20.86%)	▼
Libraries	12,960	660	513	(147)	(22.27%)	
Heritage	1,435	0	9	9		
Other Culture	21,200	15,000	15,000	0	0.00%	
Transport						
Streets and Road Construction	1,690,704	0	0	0		
Streets and Road Maintenance	179,622	531	358	(173)	(32.60%)	
Parking Facilities	50	0	60	60		
Traffic Control	100	0	0	0		
Economic Services						
Tourism and Area Promotion	62,523	17,003	16,991	(12)	(0.07%)	
Building Control	44,500	3,499	1,398	(2,101)	(60.04%)	▼
Economic Development	400	33	0	(33)	(100.00%)	
Other Economic Services	26,000	0	79	79		
Other Property and Services						
Private Works	71,200	0	30	30		
Plant Operation Costs	29,000	2,416	2,870	454	18.80%	
Salaries and Wages	5,000	0	0	0		
Corporate Services Department	4,000	0	0	0		
Admin and Finance Activity Units	150	12	17	5	44.25%	
Planning and Environment Department	0	0	0	0		

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Sub Program)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Operating Revenues (Continued)							
Community Services Department		0	0	0	0		
Unclassified		29,536	9,768	9,768	0	0.00%	
Total Operating Revenue		11,522,459	83,352	75,210	(8,142)		
Operating Expenses							
Governance							
Members of Council		(378,044)	(40,077)	(38,083)	1,994	4.97%	
Other Governance		(712,073)	(63,192)	(49,368)	13,824	21.88%	▲
General Purpose Funding							
Rates		(128,403)	(10,346)	(9,765)	581	5.62%	
Other General Purpose Funding		(931)	(28)	(36)	(8)	(27.21%)	
Law, Order and Public Safety							
Fire Prevention		(857,155)	(71,530)	(72,337)	(807)	(1.13%)	
Animal Control		(93,803)	(8,230)	(8,396)	(166)	(2.02%)	
Other Law, Order and Public Safety		(72,877)	(4,705)	(5,426)	(721)	(15.33%)	
Health							
Maternal and Infant Health		(3,000)	0	0	0		
Prev Services - Inspection and Admin		(97,475)	(8,019)	(7,284)	735	9.16%	
Preventative Services - Pest Control		(1,131)	(81)	(73)	8	10.40%	
Preventative Services - Other		(23,067)	(2,952)	(2,515)	437	14.79%	
Education and Welfare							
Other Education		(22,885)	(1,113)	(888)	225	20.25%	
Care of Families and Children		(60,721)	(3,778)	(5,070)	(1,292)	(34.20%)	▼
Aged and Disabled - Other		(62,407)	(2,422)	(489)	1,933	79.81%	▲
Other Welfare		(68,789)	(1,896)	(529)	1,367	72.10%	▲
Housing							
Staff Housing		(23,160)	(832)	(979)	(147)	(17.71%)	
Community Amenities							
Sanitation - General Refuse		(870,486)	(63,700)	(61,956)	1,744	2.74%	
Sanitation - Other		(50,527)	(10,065)	(9,464)	601	5.97%	
Sewerage		(64,290)	(4,033)	(3,378)	655	16.25%	
Urban Stormwater Drainage		(288,955)	(38,673)	(17,774)	20,899	54.04%	▲
Protection of Environment		(80,912)	(3,239)	(3,314)	(75)	(2.32%)	
Town Planning and Regional Develop		(310,632)	(24,041)	(21,120)	2,921	12.15%	▲
Other Community Amenities		(229,130)	(19,106)	(16,181)	2,925	15.31%	▲
Recreation and Culture							
Public Halls and Civic Centres		(162,836)	(9,850)	(8,805)	1,045	10.61%	▲
Swimming Areas and Beaches		(13,901)	(983)	(602)	381	38.75%	
Other Recreation and Sport		(2,103,051)	(120,154)	(119,302)	852	0.71%	
Television and Radio Re-Broadcasting		(4,456)	(89)	(105)	(16)	(17.43%)	
Libraries		(416,863)	(45,165)	(44,539)	626	1.39%	
Heritage		(57,086)	(3,457)	(3,241)	216	6.25%	
Other Culture		(63,942)	(6,147)	(6,257)	(110)	(1.80%)	
Transport							
Streets and Road Maintenance		(3,842,412)	(131,752)	(141,329)	(9,577)	(7.27%)	▼
Parking Facilities		(46,423)	(1,135)	(981)	154	13.57%	
Traffic Control		(5,996)	(353)	(52)	301	85.25%	
Aerodromes		(1,000)	0	0	0		

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Sub Program)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Operating Expenses (Continued)							
Economic Services							
Tourism and Area Promotion		(383,545)	(22,975)	(18,966)	4,009	17.45%	▲
Building Control		(261,621)	(22,512)	(23,162)	(650)	(2.89%)	
Economic Development		(103,188)	(2,281)	(2,221)	60	2.63%	
Other Economic Services		(28,650)	(250)	(231)	19	7.67%	
Other Property and Services							
Private Works		(63,056)	(6,710)	(6,709)	1	0.01%	
Develop & Infrastructure Management		0	(6,208)	(6,850)	(642)	(10.34%)	
Waste Activity Unit		0	(1,871)	(2,051)	(180)	(9.65%)	
Works Activity Unit		0	(18,202)	(21,331)	(3,129)	(17.19%)	▼
Fleet Activity Unit		0	(2,329)	(2,514)	(185)	(7.95%)	
Plant Operation Costs		0	(47,824)	(46,296)	1,528	3.20%	
Salaries and Wages		(5,000)	0	0	0		
Corporate Services Department		(4,000)	(9,003)	(665)	8,338	92.61%	▲
Chief Executive Office Department		0	(4,835)	(13,923)	(9,088)	187.95%	▼
Building Assets Department		0	(4,068)	(11,026)	(6,958)	(171.05%)	▼
Administration Activity Units		0	(82)	(82)	(0)		
Development Services Department		0	(2,723)	(9,370)	(6,647)	(244.09%)	▼
Community Services Department		0	(15,077)	(15,866)	(789)	(5.23%)	
Unclassified		(16,485)	(5,647)	(6,239)	(592)	(10.48%)	
Total Operating Expenditure		(12,084,364)	(873,740)	(847,141)	26,599		
Funding Balance Adjustments							
Add back Depreciation		3,552,778	0	0	0		
Adjust (Profit)/Loss on Asset Disposal	8	14,000	0	0	0		
Less grants recognised in prior year		(311,228)	0	0	0		
Adjust Provisions and Accruals		0	0	323	323		
Net Cash from Operations		2,693,645	(790,388)	(771,608)	18,780		
Capital Revenues							
Proceeds from Disposal of Assets							
Governance							
Other Governance		53,000	0	0	0		
Law, Order & Public Safety							
Fire Prevention		82,400	0	0	0		
Other Law, Order & Public Safety		30,000	0	0	0		
Transport							
Road Plant Purchases		167,000	0	0	0		
Economic Services							
Building Control		16,000	0	0	0		
Total Capital Revenues		348,400	0	0	0		
Capital Expenses							
Governance							
Other Governance		(118,184)	0	(205)	(205)		
Law, Order and Public Safety							
Fire Prevention		(1,264,400)	0	0	0		
Other Law, Order and Public Safety		(102,100)	0	0	0		

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting by Sub Program)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Capital Expenses (Continued)							
Housing							
Staff Housing		(6,500)	0	0	0		
Community Amenities							
Sanitation - General Refuse		(30,000)	0	0	0		
Urban Stormwater Drainage		(91,101)	0	0	0		
Other Community Amenities		(6,000)	0	0	0		
Recreation and Culture							
Public Halls and Civic Centres		(204,390)	0	(1,976)	(1,976)		▼
Swimming Areas and Beaches		(15,500)	0	0	0		
Other Recreation and Sport		(831,912)	0	0	0		
Transport							
Streets and Road Construction		(2,123,955)	0	0	0		
Road Plant Purchases		(610,000)	0	0	0		
Parking Facilities		(15,700)	(7,345)	(8,846)	(1,501)	(20.43%)	▼
Economic Services							
Tourism and Area Promotion		(81,000)	0	0	0		
Building Control		(32,000)	0	0	0		
Other Property and Services							
Unclassified		(213,427)	(43,000)	(43,000)	0		
Total Capital Expenditure	9	(5,746,169)	(50,345)	(54,026)	(3,681)		
Net Cash from Capital Activities		(5,397,769)	(50,345)	(54,026)	(3,681)		
Financing							
Proceeds from New Debentures	10	0	0	0	0		
Self-Supporting Loan Principal	10	8,651	0	0	0		
Transfer from Reserves	7	1,466,412	4,730	4,730	0		
Repayment of Debentures	10	(253,216)	0	0	0		
Transfer to Reserves	7	(577,558)	(10,034)	(10,034)	0		
Net Cash from Financing Activities		644,289	(5,304)	(5,304)	0		
Net Operations, Capital and Financing		(2,059,835)	(846,037)	(830,938)	15,099		
Opening Funding Surplus(Deficit)	2	2,059,835	2,059,835	2,103,282	43,447		
Closing Funding Surplus(Deficit)	2	0	1,213,798	1,272,344	58,546		

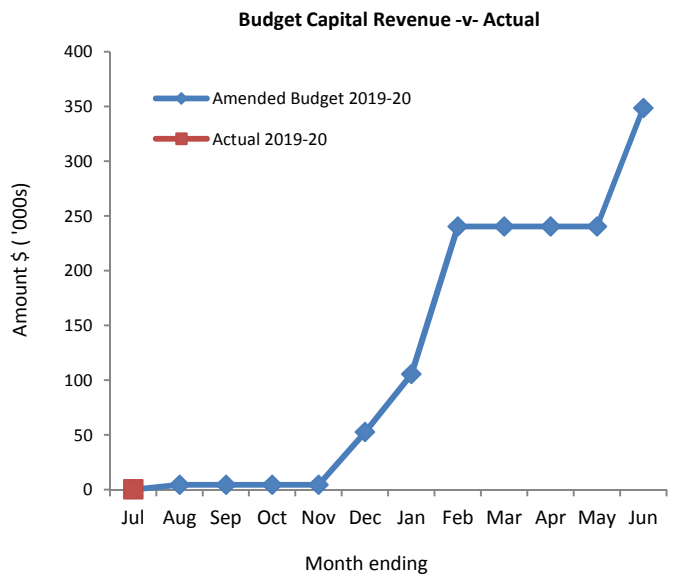
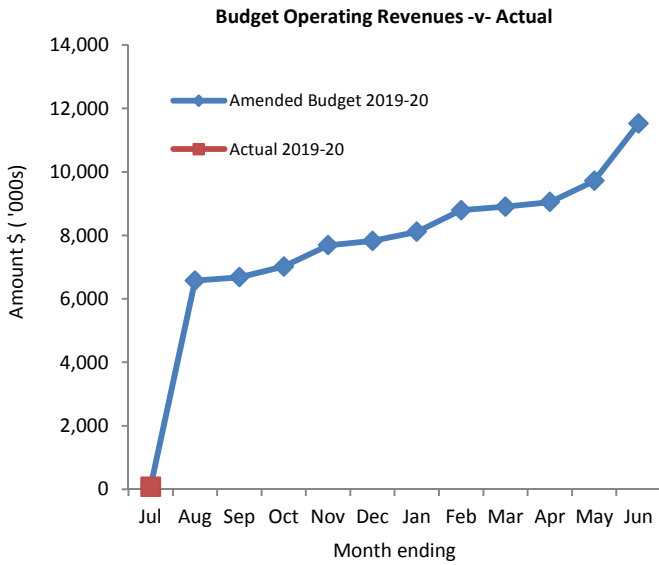
▼Deficit ▲Surplus - Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 3 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

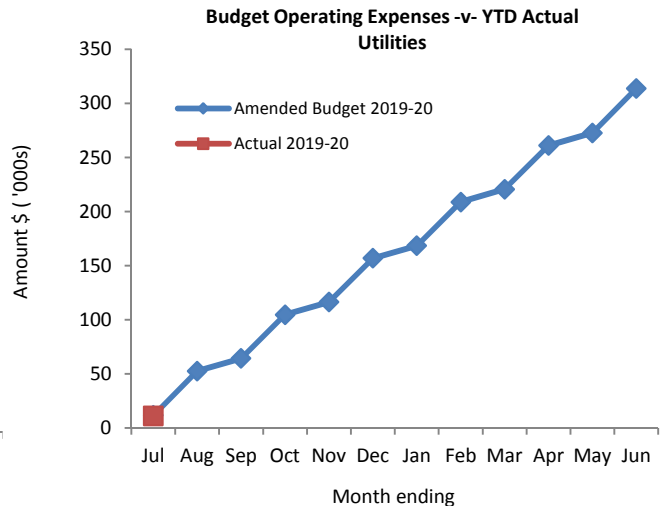
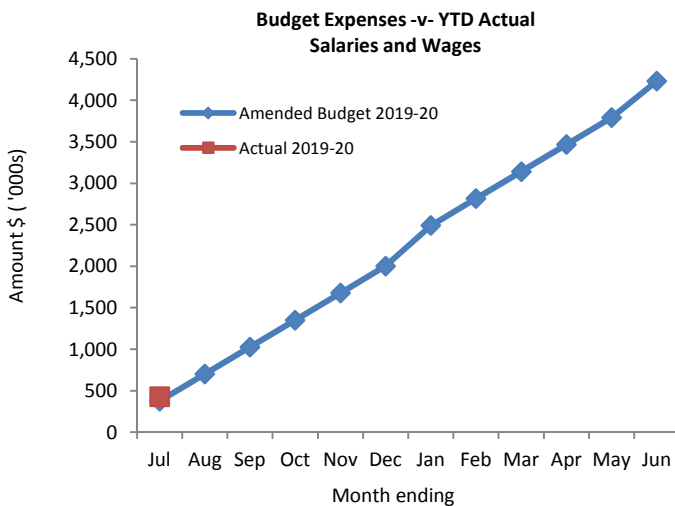
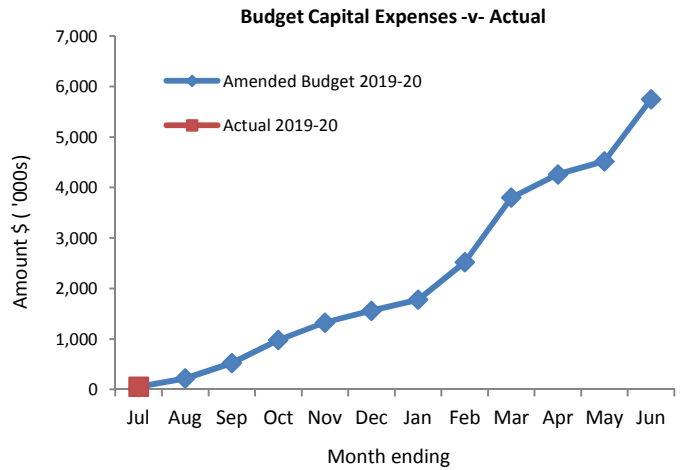
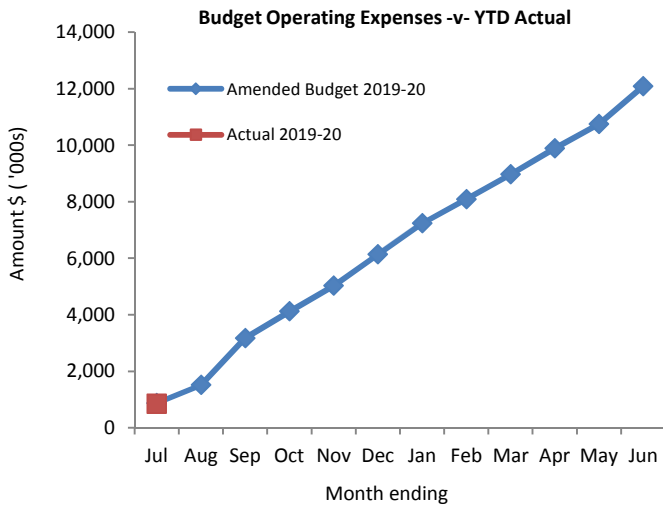
SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 1: GRAPHICAL REPRESENTATION - Source Statement of Financial Activity

Revenues



Expenditure

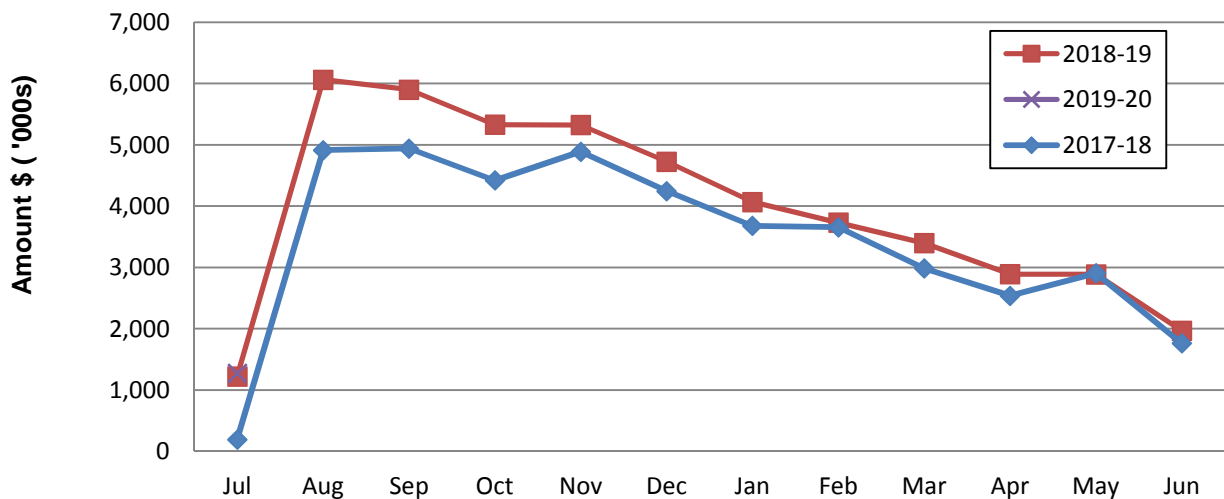


SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 2: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
		YTD 31 Jul 2019	Last Period	Estimated 30 June 2019
		\$	\$	\$
Current Assets				
Cash Unrestricted	5	2,070,334	2,946,583	3,178,215
Cash Restricted	5	3,397,850	3,469,535	3,392,546
Receivables - Rates	6	115,689	141,352	141,352
Receivables - Sundry Debtors	6	62,799	103,084	108,240
Receivables - Other		71,736	104,383	86,025
Inventories		29,982	22,120	22,120
		5,748,389	6,787,057	6,928,499
Less: Current Liabilities				
Payables		(670,172)	(637,650)	(1,014,521)
Provisions		(843,699)	(853,502)	(853,502)
		(1,513,870)	(1,491,152)	(1,868,023)
Less: Cash Reserves	7	(3,397,850)	(3,469,535)	(3,392,546)
Less: Loans - Clubs/Institutions		0	0	0
Add: Current Leave Provision Cash Backed		182,459	182,136	182,136
Add: Current Loan Liability		253,216	0	253,216
Net Current Funding Position		1,272,344	2,008,506	2,103,282

Note 3 - Liquidity Over the Year



SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 3: EXPLANATION OF MATERIAL VARIANCES BY SUB PROGRAM

Reporting Program	Variance \$	Variance %	Var.	Reason	Explanation of Variance
Operating Revenues					
General Purpose Funding - Rates					
Rates	(1,403)	(55.13%)	▼	Timing	Interest on overdue rates less than estimated at this time.
Community Amenities					
Other Community Amenities	(1,645)	(95.26%)	▼	Timing	Income for community bus \$500 and cemetery fees \$1,145 less than estimated at this time.
Recreation and Culture					
Other Recreation and Sport	(2,435)	(20.86%)	▼	Timing	Income for Leisure Centre programs and hire less than estimated at this time.
Economic Services					
Building Control	(2,101)	(60.04%)	▼	Timing	Income received for building licence approvals less than estimated at this time.
Operating Expenses					
Governance					
Other Governance	13,824	21.88%	▲	Timing	Wage allocations to this program less than estimated due to timing of staff training and leave.
Education and Welfare					
Care of Families and Children	(1,292)	(34.20%)	▼	Timing	Wage allocations to this program greater than estimated.
Aged and Disabled - Other	1,933	79.81%	▲	Timing	Wage allocations to this program less than estimated due to timing of staff training and leave.
Other Welfare	1,367	72.10%	▲	Timing	Wage allocations to this program less than estimated due to timing of staff training and leave.
Community Amenities					
Urban Stormwater Drainage	20,899	54.04%	▲	Timing	Drainage maintenance works undertaken less than estimated at this time.
Town Planning and Regional Develop	2,921	12.15%	▲	Timing	Wage allocations to this program less than estimated due to timing of staff training and leave.
Other Community Amenities	2,925	15.31%	▲	Timing	Community bus \$1,356 and cemeteries expenditure \$917 less than estimated at this time. Balance relates to other community buildings maintenance.
Recreation and Culture					
Public Halls and Civic Centres	1,045	10.61%	▲	Timing	Building operations and maintenance of halls and civic centres less than estimated at this time.
Transport					
Streets and Road Maintenance	(9,577)	(7.27%)	▼	Timing	Road maintenance works undertaken greater than estimated at this time.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 3: EXPLANATION OF MATERIAL VARIANCES BY SUB PROGRAM

Reporting Program	Variance \$	Variance %	Var.	Reason	Explanation of Variance
Economic Services					
Tourism and Area Promotion	4,009	17.45%	▲	Timing	Wage allocations to this program less than estimated due to timing of staff leave and vacancy.
Other Property and Services					
Works Activity Unit	(3,129)	(17.19%)	▼	Timing	Variance due to timing of leave being taken.
Corporate Services Department	8,338	92.61%	▲	Timing	Variance due to timing of leave being taken.
Chief Executive Office Department	(9,088)	187.95%	▼	Timing	Variance due to timing of leave being taken.
Building Assets Department	(6,958)	(171.05%)	▼	Timing	Variance due to timing of leave being taken.
Development Services Department	(6,647)	(244.09%)	▼	Timing	Variance due to timing of leave being taken.
Capital Expenses					
Recreation and Culture					
Public Halls and Civic Centres	(1,976)		▼	Timing	Greenbushes office expenditure greater than estimated at this time.
Transport					
Parking Facilities	(1,501)	(20.43%)	▼	Timing	Acord parking bay works expenditure greater than estimated at this time.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 4: BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	(Decrease) in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget Adoption Permanent Changes		Opening Surplus				0 0
				0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 5: CASH AND INVESTMENTS

	Interest Rate	Unrestricted	Restricted	Trust	Investments	Total Amount	Institution	Maturity Date
		\$	\$	\$	\$	\$		
(a) Cash Deposits								
Municipal Bank Account	Various	22,784				22,784	CBA	At Call
Municipal On-Call Account	1.50%	275,828				275,828	Bankwest	At Call
Trust Bank Account	Various			20,435		20,435	CBA	At Call
Visitor Centre Trust Account	Nil			28,347		28,347	CBA	At Call
Cash On Hand	Nil	2,100				2,100	N/A	On Hand
(b) Term Deposits								
Municipal Funds	2.05%	310,116				310,116	Bankwest	05-Aug-19
Municipal Funds	1.95%	507,202				507,202	Bankwest	19-Aug-19
Municipal Funds	1.95%	402,304				402,304	Bankwest	19-Aug-19
Municipal Funds	2.20%	550,000				550,000	Westpac	20-Sep-19
Reserve Funds	2.18%		3,397,850			3,397,850	Westpac	28-Jun-19
Total		2,070,334	3,397,850	48,782	0	5,516,965		

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 6: RECEIVABLES

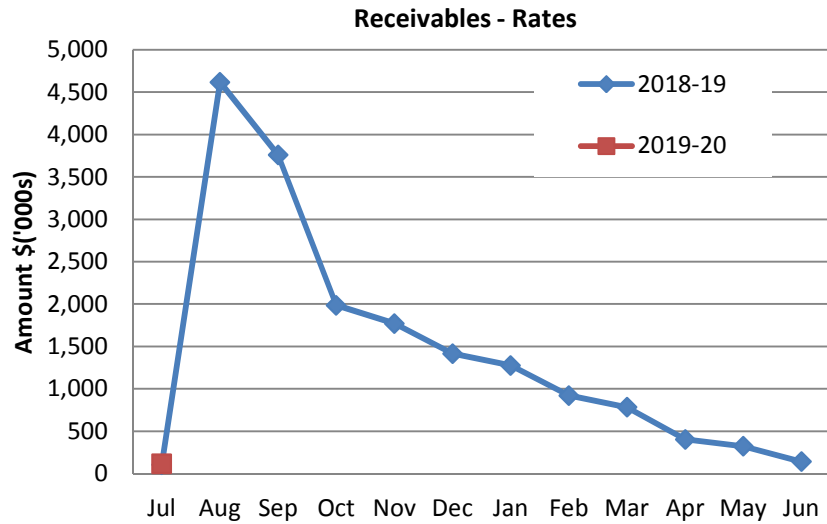
Receivables - Rates

Opening Arrears Previous Years
 Levied this year
 Less Collections to date
 Equals Current Outstanding

	YTD 31 Jul 2019	30 June 2019
	\$	\$
Opening Arrears Previous Years	141,352	102,877
Levied this year	0	4,371,071
Less Collections to date	(25,663)	(4,345,704)
Equals Current Outstanding	115,689	128,244
Net Rates Collectable	115,689	128,244
% Collected	18.16%	97.13%

Net Rates Collectable

% Collected



Receivables - Sundry Debtors

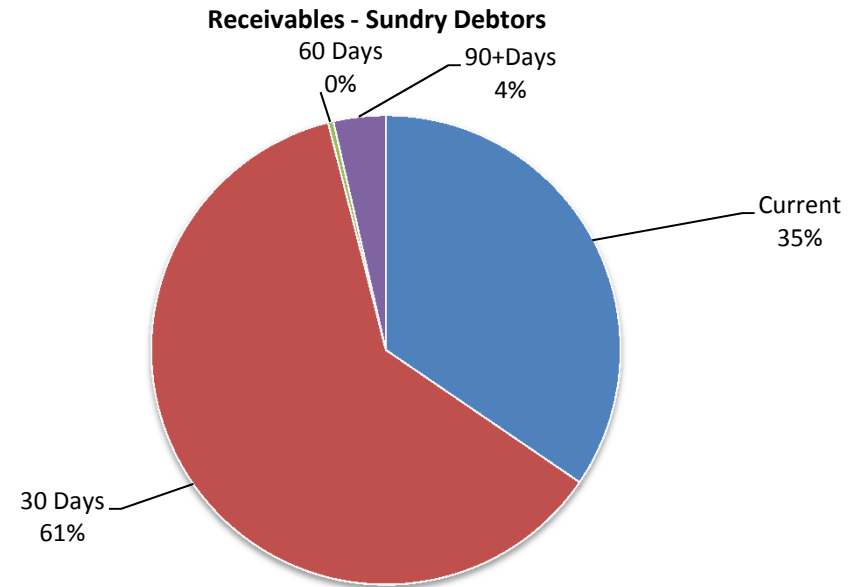
Receivables - Sundry Debtors

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - Sundry Debtors	22,569	40,187	241	2,352

Total Sundry Debtor Receivables Outstanding

65,349

Amounts shown above include GST (where applicable)



SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 7: CASH BACKED RESERVE

2019-20										
Res No.	Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
		\$	\$	\$	\$	\$		\$	\$	\$
101	Leave Reserve	182,136	4,616	323	250,550		0		437,302	182,459
102	Plant Reserve	424,561	10,760	753	0		(386,000)		49,321	425,314
103	Land and Building Reserve	714,400	18,160	1,266	0		(178,410)		554,150	715,667
104	Bush Fire Reserve	10,739	272	19	10,000		(10,000)		11,011	10,758
105	Maranup Ford Road Maintenance Reserve	5,256	133	9	0		0		5,389	5,265
106	Subdivision Reserve	390,331	9,892	692	10,000		(191,969)		218,254	391,023
107	Sanitation Reserve	65,647	1,664	116	0		(50,000)		17,311	65,763
109	Recreation Centre Floor and Solar Reserve	190,314	4,823	337	10,000		0		205,137	190,652
112	Refuse Site Post Closure Reserve	219,017	5,551	388	5,000		(43,000)		186,568	219,406
113	Drainage Reserve	21,084	534	37	10,000		0		31,618	21,121
114	Community Bus Reserve	50,374	1,277	89	5,000		0		56,651	50,464
115	SBS Tower and Infrastructure Reserve	31,589	801	56			0		32,390	31,645
118	Playground Equipment Reserve	30,497	773	54	3,850		0		35,120	30,551
119	Swimming Pool Reserve	4,429	112	8	0		0		4,541	4,437
121	Car Park Reserve	948	24	2	0		0		972	950
123	ROMANS Reserve	4,721	0	8	0		(4,721)	(4,730)	0	0
125	Building Maintenance Reserve	145,768	3,694	258			0		149,462	146,026
126	Strategic Projects Reserve	98,934	2,507	175	40,000		(45,000)		96,441	99,110
127	Matched Grants Reserve	38,293	970	68	10,000		(7,124)		42,139	38,361
128	Aged Care Infrastructure Reserve	56,022	1,420	99	0		0		57,442	56,122
129	Equipment Reserve	6,010	152	11	0		0		6,162	6,021
130	Assets and GRV Valuation Reserve	57,656	1,461	102	40,588	4,730	(27,500)		72,205	62,488
131	Bridgetown Leisure Centre Reserve	117,894	2,988	209	0		(60,363)		60,519	118,103
132	Trails Reserve	21,285	539	38	5,000		0		26,824	21,323
133	Light Fleet Vehicle Reserve	64,021	1,623	113	92,570		(121,000)		37,214	64,135

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 7: CASH BACKED RESERVE

2019-20										
Res No.	Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
		\$	\$	\$	\$	\$		\$	\$	\$
	Cash Backed Reserves (Continued)									
134	Prepaid Rates Reserve	30,097	0	53	0		(30,097)		(0)	30,150
135	Blackspot Reserve	10,032	254	18	10,000		0		20,286	10,050
201	Unspent Grans Reserve	400,489	0		0		(311,228)		89,261	400,489
		3,392,546	75,000	5,304	502,558	4,730	(1,466,412)	(4,730)	2,503,692	3,397,850

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 8: CAPITAL DISPOSALS

YTD Actual Replacement			Disposals	Amended Current Budget			
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	Profit (Loss) Variance
\$	\$	\$		\$	\$	\$	\$
			Plant and Equipment				
			P3070 2015 Toyota Landcruiser (CEO)	36,000	36,000	0	0
			P3085 2014 Holden Colorado (EMCS)	17,000	17,000	0	0
			P4010 2009 Toyota landcruiser (SES)	30,000	30,000	0	0
			P4015 2005 Toyota Landcruiser (Wandillup)	20,000	20,000	0	0
			P4050 2007 Toyota Landcruiser (Hester Brook)	20,000	20,000	0	0
			P4115 2009 Ford Territory (Bridgetown)	2,400	2,400	0	0
			P4170 2005 Toyota Landcruiser (Winnejump)	25,000	20,000	(5,000)	5,000
			P4175 2005 Toyota Landcruiser (Bridgetown)	25,000	20,000	(5,000)	5,000
			P2126 2009 Ammann Multi Tyre Roller	44,000	40,000	(4,000)	4,000
			P2133 2008 Caterpillar Multi Tyre Roller	50,000	50,000	0	0
			P2280 2008 Ford Ranger (General Hand)	7,000	7,000	0	0
			P2165 2009 Ford Ranger (BMO)	8,000	8,000	0	0
			P2026 2007 Hino Tip Truck with crane	45,000	45,000	0	0
			P3035 2014 Nissan Pathfinder (SETO)	17,000	17,000	0	0
			P3090 2014 Holden Colorado (PBS)	16,000	16,000	0	0
0	0	0		362,400	348,400	(14,000)	14,000

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 31 Jul 2019			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Land and Buildings						
Other Governance						
Shire Administration Building	07BU	13,500	0	205	205	
		13,500	0	205	205	
Fire Prevention						
Greenbushes Bushfire Brigade	09BN	252,600	0	0	0	
Wandillup Bushfire Brigade	10BN	281,100	0	0	0	
		533,700	0	0	0	
Staff Housing						
146 Hampton Street	26BU	6,500	0	0	0	
		6,500	0	0	0	
Other Community Amenities						
Hampton Street Toilets	46BU	6,000	0	0	0	
		6,000	0	0	0	
Public Halls and Civic Centres						
Bridgetown Civic Centre	02BU	110,590	0	0	0	
Greenbushes Hall	20BU	87,800	0	273	273	
Greenbushes Offices	21BU	6,000	0	1,703	1,703	Works commenced sooner than estimated
		204,390	0	1,976	1,976	
Swimming Areas and Beaches						
Greenbushes Pool Toilet	05BU	6,000	0	0	0	
		6,000	0	0	0	
Other Recreation and Sport						
Bridgetown Leisure Centre - Gym expansion	06BN	327,050	0	0	0	
Bridgetown Leisure Centre Renewals	16BU	26,840	0	0	0	
Greenbushes Golf Club	39BU	133,000	0	0	0	
Bridgetown Sports Ground Horse Stalls	56BU	7,124	0	0	0	
Greenbushes Cricket Pavilion/Toilets	54BU	8,500	0	0	0	
		502,514	0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 31 Jul 2019			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Streets and Road Construction						
Shire Depot	08BU	7,300	0	0	0	
		7,300	0	0	0	
Unclassified						
Geegelup Brook Land	1790040	213,427	43,000	43,000	0	
		213,427	43,000	43,000	0	
Land and Buildings Total		1,493,331	43,000	45,180	2,180	
Roads						
Streets and Road Construction						
Winnejup Road Regional Road Group 17/18	RR17	39,500	0	0	0	
Winnejup Road Regional Road Group 18/19	RR21	32,000	0	0	0	
Winnejup Road Regional Road Group 19/20	RR22	189,600	0	0	0	
Winnejup Road Regional Road Group 15/16	RR24	18,500	0	0	0	
Mockerdillup Road Regional Road Group	RR16	95,400	0	0	0	
Kerbing	KB01	8,000	0	0	0	
Glentulloch Road Roads to Recovery	RT10	189,500	0	0	0	
Glentulloch Road 2nd coat Roads to Recovery	RT82	27,400	0	0	0	
Tweed Road Roads to Recovery	RT52	11,100	0	0	0	
Brockman Highway Roads to Recovery	RT83	32,800	0	0	0	
Dalmore Road Roads to Recovery	RT72	55,500	0	0	0	
Huitson Road Roads to Recovery	RT81	42,500	0	0	0	
Eastcott Road Roads to Recovery	RT84	31,900	0	0	0	
Campbells Road Roads to recovery	RT85	55,500	0	0	0	
Blackwood Park Road	RC46	40,500	0	0	0	
Kangaroo Gully Road	RC33	37,608	0	0	0	
Blackwood West Terrace	RC09	26,302	0	0	0	
Seaton Ross Road	RC47	9,121	0	0	0	
Nelson Street	RC41	7,300	0	0	0	
Chevis Court	RC48	8,023	0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 31 Jul 2019			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Streets and Road Construction (Continued)						
Ethel Street	RC49	20,000	0	0	0	
Brockman Street	RC22	21,896	0	0	0	
Doust Street	RC25	22,195	0	0	0	
Kandalee Road	RC50	21,100	0	0	0	
Taylor's Road	RC51	31,900	0	0	0	
Farrell Street	RC20	6,705	0	0	0	
		1,081,850	0	0	0	
Roads Total		1,081,850	0	0	0	
Footpaths						
Streets and Road Construction						
Footpaths Disability Access	FP28	5,000	0	0	0	
Spring Gully Road	FP44	5,000	0	0	0	
Campbell Street	FP45	7,805	0	0	0	
		17,805	0	0	0	
Footpaths Total		17,805	0	0	0	
Drainage						
Urban Stormwater Drainage						
Huggett Place	DR33	18,000	0	0	0	
Lakeview Crescent	DR34	24,900	0	0	0	
Whittels Road	DR35	7,000	0	0	0	
Eedle Terrace	DR09	6,919	0	0	0	
Dean Street/Apex Grove	DR36	13,918	0	0	0	
Claret Ash Rise	DR31	9,000	0	0	0	
Four Season Estate	DR24	11,364	0	0	0	
		91,101	0	0	0	
Drainage Total		91,101	0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 31 Jul 2019			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Parks and Ovals						
Other Recreation and Sport						
Somme Park (Fitness Trail Equipment)	05IU	15,029	0	0	0	
Bridgetown Leisure Centre Shade Sails	06IN	6,863	0	0	0	
Greenbushes Heritage Park	10IU	6,000	0	0	0	
		27,892	0	0	0	
Tourism and Area Promotion						
Bridgetown Information Bays	11IN	25,000	0	0	0	
		25,000	0	0	0	
Parks and Ovals Total		52,892	0	0	0	
Bridges						
Streets and Road Construction						
Winnejup Road Bridge 3315	BR03	345,000	0	0	0	
Donnelly Mill Road Bridge 3337	BR19	672,000	0	0	0	
		1,017,000	0	0	0	
Bridges Total		1,017,000	0	0	0	
Infrastructure Other						
Sanitation - General Refuse						
Bridgetown Landfill - Reticulation	WA01	30,000	0	0	0	
		30,000	0	0	0	
Sewerage						
New Bridgetown Septic Pit Site	WA05	0	0	0	0	
		0	0	0	0	
Swimming Area and Beaches						
Greenbushes Pool Gazebo & BBQ	11IU	9,500	0	0	0	
		9,500	0	0	0	
Other Recreation and Sport						
Blackwood River Boardwalk	10IN	45,920	0	0	0	
Four Seasons Estate - POS Reserve	03IN	45,454	0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	YTD 31 Jul 2019				Comment
		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Other Recreation and Sport (Continued)						
Four Seasons Estate - Stream Protection	04IN	18,182	0	0	0	
Four Seasons Estate - Street Tree Planting	05IN	0	0	0	0	
Memorial Park Stage	09IN	150,000	0	0	0	
Memorial Park Drainage Improvements	14IN	22,000	0	0	0	
		281,556	0	0	0	
Parking Facilities						
Acrod bay - Shire carpark	CP03	8,355	0	1,500	1,500	Works commenced sooner than estimated
Acrod Bay - near IGA	CP04	7,345	7,345	7,346	1	Job completed
		15,700	7,345	8,846	1,501	
Tourism and Area Promotion						
Septage dump point	13IN	56,000	0	0	0	
		56,000	0	0	0	
Infrastructure Other Total		392,756	7,345	8,846	1,501	
Plant and Equipment						
Other Governance						
Light Fleet Vehicles	1055440	92,000	0	0	0	
		92,000	0	0	0	
Fire Prevention						
Fire Fighting Equipment - Brigades Funded	1065540	5,000	0	0	0	
Vehicles for Brigades	1065940	725,700	0	0	0	
		730,700	0	0	0	
Other Law, Order and Public Safety						
SES Vehicle	1080240	102,100	0	0	0	
		102,100	0	0	0	
Health						
EHO Vehicle	1145540	0	0	0	0	
		0	0	0	0	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: CAPITAL ACQUISITIONS

Assets	General Ledger/Job No.	YTD 31 Jul 2019				Comment
		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Community Amenities						
Tracked Loader	PL14	0	0	0	0	
		0	0	0	0	
Other Recreation and Sport						
Gas chlorine auto shut down system	06EN	7,200	0	0	0	
Travelling irrigator for Bridgetown Sportsground	05EQ	12,750	0	0	0	
		19,950	0	0	0	
Road Plant Purchases						
Multi tyre road roller	PL15	168,000	0	0	0	
Tip truck	PL04	185,000	0	0	0	
Multi tyre road roller	PL16	168,000	0	0	0	
Works and Services Fleet	1405040	84,000	0	0	0	
Sundry Equipment	1403740	5,000	0	0	0	
		610,000	0	0	0	
Economic Services						
PBS Vehicle	1470140	32,000	0	0	0	
		32,000	0	0	0	
Plant and Equipment Total		1,586,750	0	0	0	
Furniture and Equipment						
Members of Council						
Council Honour Boards	1040040	0	0	0	0	
		0	0	0	0	
Other Governance						
IT Communications Equipment and Software	1055140	12,684	0	0	0	
		12,684	0	0	0	
Furniture and Equipment Total		12,684	0	0	0	
Capital Expenditure Total		5,746,169	50,345	54,026	3,681	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 10: INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1/07/2019	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
		\$	\$	\$	\$	\$	\$	\$
Community Amenities								
Loan 108 Landfill Plant	73,952		0	23,650	0	50,302	0	2,813
Loan 113 Landfill Site New Cell	206,825		0	102,240	0	104,585	0	4,136
Loan 114 Liquid & Inert Waste Sites	97,284		0	23,341	0	73,943	0	2,498
Loan 115 Landfill Cell Extension	100,000		0	19,364	0	80,636	0	1,541
Loan 116 Liquid Waste Facility	100,000		0	9,145	0	90,855	0	1,915
Recreation and Culture								
Loan 110 Bridgetown Bowling Club - SSL	17,627		0	8,651	0	8,976	0	578
Loan 112 Bridgetown Swimming Pool	1,467,894		0	66,825	0	1,401,069	0	58,635
	2,063,582	0	0	253,216	0	1,810,366	0	72,116

(b) New Debentures

The Shire of Bridgetown-Greenbushes does not intend to undertake any new borrowings for the year ended 30th June 2020.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 11: RATING INFORMATION

RATE TYPE	Rate in Dollar	Number of Properties	Rateable Value	Rate Revenue	Interim Rates	Back Rates	Total Revenue	Amended Budget Rate Revenue	Amended Budget Interim Rate	Amended Budget Back Rate	Amended Budget Total Revenue
	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV Shire	0.087045	1,724	27,707,110	0	0	0	0	2,411,766	10,000	1,000	2,422,766
UV Shire Rural	0.006317	481	184,217,000	0	0	0	0	1,163,699			1,163,699
UV Bridgetown Urban Farmland	0.000000	0	0	0	0	0	0	0			0
UV Mining	0.075684	15	973,842	0	0	0	0	73,704			73,704
Sub-Totals		2,220	212,897,952	0	0	0	0	3,649,169	10,000	1,000	3,660,169
Minimum Payment	Minimum \$										
GRV Shire	942.00	753	3,914,589	0	0	0	0	709,326			709,326
UV Shire Rural	1,168.00	250	33,480,400	0	0	0	0	292,000			292,000
UV Bridgetown Urban Farmland	0.00	0	0	0	0	0	0	0			0
UV Mining	523.00	15	35,935	0	0	0	0	7,845			7,845
Sub-Totals		1,018	37,430,924	0	0	0	0	1,009,171	0	0	1,009,171
Rates Paid in Advance							0				4,669,340
Amount from General Rates							0				0
Discounts/concessions							0				4,669,340
Totals							0				(1,412)
							0				4,667,928

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 12: TRUST FUND

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 1-Jul-19	Amount Received	Amount Paid	Closing Balance 31-Jul-19
	\$	\$	\$	\$
BCITF	0	319		319
Builders Registration Board Levy	2,817	696	(1,520)	1,993
Traffic Act	0	126,276	(126,276)	0
Bushfire Donations	5,430			5,430
Accommodation - Visitor Centre	32,793	13,098	(19,802)	26,089
South West Coach Lines	410	441	(410)	441
Other Visitor Centre	310	264	(310)	264
TransWA	1,019	1,553	(1,019)	1,553
Local Drug Action Group	767			767
Coral Marble - Extractive Industries Bond	4,522			4,522
Bridgetown Tidy Town Bank A/C	834			834
Perry - Fee Relating to Caveat	104			104
Ouch Festival	622			622
R Witlen Overpayment	21			21
Visitor Centre Accommodation Payment	231			231
Dress Down Donations	925	42		967
BG Hockey Windup of Assn	3,882			3,882
Frank Draper Cemetery Fees	701			701
Interest to be Distributed	0	57	(15)	42
	55,387	142,744	(149,350)	48,782

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN JULY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount
<u>MUNICIPAL FUND</u>				
<u>DIRECT DEBITS</u>				
1072019	01/07/2019	WA TREASURY CORPORATION	LOAN REPAYMENTS	172,925.52
8072019	08/07/2019	CALTEX STARCARD	FUEL FOR THE MONTH OF JUNE	6,095.62
23072019	23/07/2019	WA TREASURY CORPORATION	GUARANTEE FEE PAYMENTS	7,076.11
29072019	29/07/2019	WA SUPER - CLEARING HOUSE	CONTRACTOR SUPERANNUATION	1,630.20
DD13859.1	03/07/2019	WA SUPER	SUPERANNUATION CONTRIBUTIONS	16,578.67
DD13859.10	03/07/2019	COLONIAL FIRST STATE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	135.88
DD13859.11	03/07/2019	ANZ CHOICE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	70.41
DD13859.12	03/07/2019	HOST PLUS EXECUTIVE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	277.60
DD13859.13	03/07/2019	AMP SUPERANNUATION SAVINGS TRUST	SUPERANNUATION CONTRIBUTIONS	95.34
DD13859.14	03/07/2019	COLONIAL FIRST STATE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	66.97
DD13859.2	03/07/2019	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	77.04
DD13859.3	03/07/2019	TAL SUPER	SUPERANNUATION CONTRIBUTIONS	43.78
DD13859.4	03/07/2019	TWU SUPER	SUPERANNUATION CONTRIBUTIONS	150.80
DD13859.5	03/07/2019	WAIKAWA DREAMING SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	678.46
DD13859.6	03/07/2019	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	221.15
DD13859.7	03/07/2019	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	284.03
DD13859.8	03/07/2019	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	74.55
DD13859.9	03/07/2019	COMMONWEALTH BANK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	87.02
DD13889.1	28/07/2019	GO GO MEDIA	MONTHLY ON HOLD MESSAGE SERVICE JULY 2019	75.90
DD13889.2	15/07/2019	WATERLOGIC AUSTRALIA PTY LTD	MONTHLY HIRE/SERVICE OF WATER COOLERS	136.88
DD13897.1	17/07/2019	WA SUPER	SUPERANNUATION CONTRIBUTIONS	17,172.44
DD13897.10	17/07/2019	PA & DB HUBAND SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	110.66
DD13897.11	17/07/2019	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	81.39
DD13897.12	17/07/2019	COMMONWEALTH BANK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	85.55
DD13897.13	17/07/2019	COLONIAL FIRST STATE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	138.71
DD13897.14	17/07/2019	ANZ CHOICE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	60.58
DD13897.15	17/07/2019	HOST PLUS EXECUTIVE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	356.19
DD13897.16	17/07/2019	AMP SUPERANNUATION SAVINGS TRUST	SUPERANNUATION CONTRIBUTIONS	99.37
DD13897.2	17/07/2019	COLONIAL FIRST STATE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	67.36
DD13897.3	17/07/2019	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	39.14
DD13897.4	17/07/2019	TAL SUPER	SUPERANNUATION CONTRIBUTIONS	70.67
DD13897.5	17/07/2019	TWU SUPER	SUPERANNUATION CONTRIBUTIONS	176.19
DD13897.6	17/07/2019	WAIKAWA DREAMING SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	690.64
DD13897.7	17/07/2019	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	225.88
DD13897.8	17/07/2019	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	139.77
DD13897.9	17/07/2019	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	293.48
DD13942.1	31/07/2019	WA SUPER	SUPERANNUATION CONTRIBUTIONS	17,064.60
DD13942.10	31/07/2019	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	254.90
DD13942.11	31/07/2019	PA & DB HUBAND SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	15.84
DD13942.12	31/07/2019	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	86.10
DD13942.13	31/07/2019	COMMONWEALTH BANK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	70.79
DD13942.14	31/07/2019	COLONIAL FIRST STATE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	211.92
DD13942.15	31/07/2019	ANZ CHOICE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	54.11

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN JULY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount
DD13942.16	31/07/2019	HOST PLUS EXECUTIVE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	271.77
DD13942.2	31/07/2019	AMP SUPERANNUATION SAVINGS TRUST	SUPERANNUATION CONTRIBUTIONS	96.87
DD13942.3	31/07/2019	COLONIAL FIRST STATE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	83.87
DD13942.4	31/07/2019	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	83.87
DD13942.5	31/07/2019	TAL SUPER	SUPERANNUATION CONTRIBUTIONS	88.83
DD13942.6	31/07/2019	TWU SUPER	SUPERANNUATION CONTRIBUTIONS	175.39
DD13942.7	31/07/2019	WAIKAWA DREAMING SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	689.30
DD13942.8	31/07/2019	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	224.69
DD13942.9	31/07/2019	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	188.24
B/S	02/07/2019	COMMONWEALTH BANK	MERCHANT FEES	568.57
B/S	03/07/2019	COMMONWEALTH BANK	TOTAL WAGES FOR 20/06/2019 - 03/07/2019	105,095.86
B/S	15/07/2019	COMMONWEALTH BANK	ACCOUNT KEEPING FEES	168.82
B/S	15/07/2019	COMMONWEALTH BANK	BPOINT/BPAY FEES	317.27
B/S	17/07/2019	COMMONWEALTH BANK	TOTAL WAGES FOR 04/07/2019 - 17/07/2019	106,871.77
B/S	29/07/2019	COMMONWEALTH BANK	RETURNED EFT/CHEQUE FEES	12.50
B/S	31/07/2019	COMMONWEALTH BANK	TOTAL WAGES FOR 18/07/2019 - 31/07/2019	106,203.89
B/S	28/06/2019	COMMONWEALTH BANK - CREDIT CARD	3 YEAR BUILDING SURVEYOR REGISTRATION FEE	927.35
B/S	28/06/2019	COMMONWEALTH BANK - CREDIT CARD	CLEARING PERMITS & EXTENSION APPLICATIONS	800.00
B/S	01/07/2019	COMMONWEALTH BANK - CREDIT CARD	2 X EMPLOYEE GRATUITY GIFTS	400.00
B/S	02/07/2019	COMMONWEALTH BANK - CREDIT CARD	CEO DONATION TO CATTERICK PROGRESS ASSOCIATION FOR CATTERICK HALL POWER BILL	110.10
B/S	02/07/2019	COMMONWEALTH BANK - CREDIT CARD	HEADSET FOR SHORTEL	136.40
B/S	12/07/2019	COMMONWEALTH BANK - CREDIT CARD	NEW LAMP FOR PROJECTOR	95.50
B/S	15/07/2019	COMMONWEALTH BANK - CREDIT CARD	LUNCH - ACTING CEO DEBREIF	53.00
B/S	16/07/2019	COMMONWEALTH BANK - CREDIT CARD	ADVERT - TECHNICAL SERVICES MANAGER & TECHNICAL OFFICER POSITIONS	313.50
B/S	24/07/2019	COMMONWEALTH BANK - CREDIT CARD	ADVERT - GENERAL HAND POSITION	313.50
ELECTRONIC PAYMENTS				
EFT28690	05/07/2019	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	216.87
EFT28691	05/07/2019	EASISALARY	EMPLOYEE SALARY PACKAGED ITEMS	667.35
EFT28692	11/07/2019	ADVANCED CLEANING SOUTHWEST	MACHINE HIRE & CLEANING OF COURTS AT THE BLC FOR JUNE	672.08
EFT28693	11/07/2019	ALL WORKS PLUMBING AND GASFITTING	INVESTIGATE AND RECTIFY FAULT WITH LIBRARY HOT WATER SYSTEM	99.00
EFT28694	11/07/2019	TONY ARNOLD	LAYING OF BLOCKS FOR RETAINING WALL FOR HAMPTON ST ACROD BAY (IGA)	1,133.00
EFT28695	11/07/2019	AUSTRALIA POST	IPHONE 6S FOR BUILDING ASSETS CO-ORDINATOR	743.15
EFT28696	11/07/2019	B & B STREET SWEEPING PTY LTD	STREET SWEEPING OF CBD AND SURROUNDING AREAS FOR JUNE 2019	1,644.50
EFT28697	11/07/2019	B & J CATALANO PTY LTD	43.28 TONNES CRUSHED LIMESTONE FOR ROAD MAINTENANCE	1,459.18
EFT28698	11/07/2019	ANTHONY JAMES BALLARD	MAINTENANCE WORKS AT 144 HAMPTON ST & SETTLERS GAZEBO ON HAMPTON ST	3,020.00
EFT28699	11/07/2019	BLACKWOOD RURAL SERVICES	MINOR ITEMS	175.56
EFT28700	11/07/2019	BLACKWOOD HEAVY TILT	TOW VEHICLE FROM GIFFORD ROAD TO DEPOT	160.00
EFT28701	11/07/2019	BLACKWOOD PROPERTY MAINTENANCE	INSTALL NEW SPEEDBALL AND BOXING BAG BRACKETS IN THE BLC GYM	250.00
EFT28702	11/07/2019	BLACKWOOD TANKS	REPLACE ROOFING TO WATER TANK AT CATTERICK COMMUNITY HALL	2,536.80
EFT28703	11/07/2019	GLENN BLECHYNDEN	REMOVAL OF STAINED GLASS DOOR FOR ADMIN BUILDING & WORKS AT RIVER PARK PUBLIC TOILETS	3,320.00
EFT28704	11/07/2019	BOOEASY AUSTRALIA PTY LTD	BOOEASY BOOKING RETURNS/MONTHLY FEES - JUNE	220.00
EFT28705	11/07/2019	BRIDGETOWN TIMBER SALES	MATERIALS FOR MAINTENANCE WORKS AT THE CIVIC CENTRE & RAILWAY STATION PLUS MINOR ITEMS	2,422.31
EFT28706	11/07/2019	BRIDGETOWN HOTEL	MEAL FOR CONCEPT FORUM	207.00
EFT28707	11/07/2019	BRIDGETOWN VOLUNTEER BUSH FIRE	REIMBURSEMENT FOR GROCERY SUPPLIES FOR FIREFIGHTERS APPRECIATION FUNCTION	446.41
EFT28708	11/07/2019	BRIDGETOWN MITRE 10 & RETRAVISION	VARIOUS MINOR ITEMS	336.25

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN JULY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount
EFT28709	11/07/2019	BRIDGETOWN PAINT SALES	SUPPLIES FOR GREENBUSHES CRICKET PAVILION WORKS & PAVING SEALER FOR SETTLERS REST	235.00
EFT28710	11/07/2019	BUNBURY LAWN & GARDEN SUPPLIES	50M3 OF SOIL CONDITIONER FOR REGIONAL BRIDLE TRAIL	2,310.00
EFT28711	11/07/2019	CLEANAWAY PTY LTD	WASTE COLLECTION SERVICES FOR JUNE 2019	26,323.79
EFT28712	11/07/2019	CLOVERS GENERAL & LIQUOR STORE	LIBRARY GROCERIES FOR JUNE 2019	7.85
EFT28713	11/07/2019	TIMOTHY PATRICK CLYNCH	REIMBURSEMENT FOR MEALS PURCHASED WHILST ATTENDING MEETING	55.30
EFT28714	11/07/2019	CUSTOM SERVICE LEASING LTD	VEHICLE LEASING FOR JUNE & JULY 2019	786.62
EFT28715	11/07/2019	DAVMECH	ELECTRICAL SYSTEM TESTING FOR CATERPILLAR TRACK LOADER	404.25
EFT28716	11/07/2019	DOMESTIC MAINTENANCE SW	MAINTENANCE WORKS FOR GREENBUSHES CRICKET PAVILION	480.00
EFT28717	11/07/2019	ENVIROBOOK	VISITOR CENTRE STOCK - BOOKS	41.99
EFT28718	11/07/2019		CANCELLED	
EFT28719	11/07/2019	EXCLUSIVE TROPHIES	COUNCILLOR HONOUR BOARDS	5,188.60
EFT28720	11/07/2019	FISHERS TYRE CENTRE	REPLACE BATTERIES ON YORNUP 2.4 TANKER & CESM VEHICLE	585.00
EFT28721	11/07/2019	GREENBUSHES ROADHOUSE	FUEL PURCHASES FOR MAY & JUNE	231.85
EFT28722	11/07/2019	H C JONES & CO	SUPPLY & INSTALL FIREPLACE FOR 31 GIFFORD RD & OTHER VARIOUS SHIRE PLUMBING WORKS	4,700.20
EFT28723	11/07/2019	J R & A HERSEY PTY LTD	MINOR PARTS & EQUIPMENT	24.50
EFT28724	11/07/2019	HOSTAWAY PTY LTD	DNS HOSTING FOR BRIDGETOWNSES.ORG.AU FOR 07/07/19 - 07/07/20	27.50
EFT28725	11/07/2019	ISA TECHNOLOGIES	RENEWAL OF 3 YEARS TREND LICENCES, FORTIGATE, SHADOW PROTECT & MONTHLY IT SUPPORT	7,174.72
EFT28726	11/07/2019	JAYBRO	VARIOUS STREET & WARNING SIGNS	633.60
EFT28727	11/07/2019	JEFF FOOTER MAINTENANCE SERVICES	REPAIR CLADDING ON MARANUP BFB TOILET	200.00
EFT28728	11/07/2019	JOLYON ELLIOTT TREE SERVICES	2 DAYS OF VARIOUS TREE PRUNING	4,000.00
EFT28729	11/07/2019	JOHNSON'S FOOD SERVICES	FROZEN GOODS AND SNACKS FOR THE BLC CAFE	203.78
EFT28730	11/07/2019	JTAGZ	ANIMAL REGISTRATION TAGS	173.58
EFT28731	11/07/2019	KEYBROOK UTILITY SERVICES	ASBESTOS REMOVAL FOR GREENBUSHES OFFICES	1,584.00
EFT28732	11/07/2019	ALBERT KLAASSEN ELECTRICAL	ELECTRICAL WORKS FOR GREENBUSHES HALL, CRICKET PAVILION, DEPOT & CIVIC CENTRE	6,355.80
EFT28733	11/07/2019	RADOVAN KOLOC	MAINTENANCE WORKS FOR CIVIC CENTRE & SETTLERS REST GAZEBO	3,160.00
EFT28734	11/07/2019	LANDGATE	LAND VALUATION ENQUIRY CHARGES	389.15
EFT28735	11/07/2019	MANJIMUP CABINETS & GLASS	INSTALLATION OF TRANSLUCENT WALLS AND DOORS FOR OFFICE REDEVELOPMENT	14,442.00
EFT28736	11/07/2019	MANJIMUP MONOGRAMS	RANGERS WORK UNIFORMS/PPE	219.45
EFT28737	11/07/2019	MARKETFORCE	VARIOUS SHIRE ADVERTISEMENTS	968.28
EFT28738	11/07/2019	MASTEC AUSTRALIA PTY LTD	PURCHASE OF 20 X 140L RUBBISH BINS & 20 X 240L RECYCLING BINS	2,420.00
EFT28739	11/07/2019	MCG FIRE SERVICES	MONTHLY TESTS FOR FDAS/EWIS AT BRIDGETOWN RECREATION CENTRE - JUNE	115.50
EFT28740	11/07/2019	METAL ARTWORK CREATIONS	GOLD ALUMINIUM DESK NAME PLATE	16.50
EFT28741	11/07/2019	MONITORING EXCELLENCE	QUARTERLY SECURITY ALARM MONITORING	693.00
EFT28742	11/07/2019	MOORE STEPHENS	2018/19 RATES COMPARISON REPORT	275.00
EFT28743	11/07/2019	NICHOLLS MACHINERY (1996)	1 X DIGGA 3PT HYDRAULIC DRIVEN LINKAGE ANGLE BROOM	6,952.00
EFT28744	11/07/2019	OUTDOOR WORLD MANJIMUP	REFUND FOR UNNECESSARY PLANNING APPLICATION FEE PAID	199.55
EFT28745	11/07/2019	PENTAGON SYSTEMS (QLD) PTY LTD	INSTALLATION OF TEMPORARY TRAFFIC COUNTERS FOR 14 DAYS AT 4 SITES	2,191.20
EFT28746	11/07/2019	PG & DM BLECHYNDEN	CLEAN & RECOAT PARQUETRY FLOORING IN LESSER HALL	1,678.00
EFT28747	11/07/2019	R & R PUBLICATIONS AUSTRALIA PTY LTD	VISITOR CENTRE STOCK - BOOKS	119.85
EFT28748	11/07/2019	RICHFEEDS AND RURAL SUPPLIERS	2KG MAKO HERBICIDE, VARIOUS STAFF UNIFORMS & 4 X PAIRS WORK BOOTS FOR STAFF PPE	2,116.40
EFT28749	11/07/2019	STUART RUSSELL ROMERO	24 X SMS FOR SES SENT IN JUNE	2.40
EFT28750	11/07/2019	SAFEGUARD SAFES PTY LTD	GUARD ALL KEY STORAGE SAFE (500 KEYS) & HPC KEKAB KEY CABINET	2,819.00
EFT28751	11/07/2019	SCHWEPPES AUSTRALIA PTY LTD	VARIOUS DRINKS FOR THE BLC CAFE	127.60
EFT28752	11/07/2019	SCOPE BUSINESS IMAGING	MONTHLY PRINTING & COPYING CHARGES FOR SES	80.38
EFT28753	11/07/2019	SHADEWEST SAILS	ANNUAL WINTER SHADE SAIL TAKE DOWN	1,320.00

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN JULY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount
EFT28754	11/07/2019	SYNERGY	ELECTRICITY	13,292.88
EFT28755	11/07/2019	TELSTRA CORPORATION	DAMAGES TO TELSTRA ASSETS AT CNR OF WINNEJUP RD & WESTBOURNE RD ON 26/03/2019	962.58
EFT28756	11/07/2019	THE STABLES IGA	SHIRE GROCERIES	72.53
EFT28757	11/07/2019	THE WHITE ANT MAN	INSTALL TERMITE PREVENTION SYSTEMS	2,145.00
EFT28758	11/07/2019	TIME TO ROAM PTY LTD	LIBRARY MAGAZINE SUBSCRIPTION FOR TIME TO ROAM	90.00
EFT28759	11/07/2019	ROBERT GEORGE TINWORTH	REFUND OF DEVELOPMENT APPLICATION FEE	477.95
EFT28760	11/07/2019	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	611.77
EFT28761	11/07/2019	TYRECYCLE PTY LTD	PICK UP USED TYRES FROM THE BRIDGETOWN WASTE FACILITY	1,760.49
EFT28762	11/07/2019	VISIT MERCHANDISE	VISITOR CENTRE STOCK - BRIDGETOWN BRANDED ITEMS & SOUVENIRS	511.78
EFT28763	11/07/2019	WA RANGERS ASSOCIATION	8 X RANGER ARM BANDS	63.50
EFT28764	11/07/2019	WATTLEBROOK CONTRACTING PTY LTD	HIRE OF TANDEM TRUCK FOR CARTING GRAVEL TO WINNEJUP RD	2,233.00
EFT28765	11/07/2019	WESTRAC PTY LTD	COMPRESSOR PART FOR REPAIRS OF BACKHOE LOADER	1,202.62
EFT28766	11/07/2019	WA LOCAL GOVERNMENT ASSOCIATION	WEBINAR REGISTRATION - EMERGENCY MANAGEMENT IN A CHANGING CLIMATE	55.00
EFT28767	11/07/2019	HUGH ROBERT WHEATLEY	REIMBURSEMENT FOR COST OF NATIONAL POLICE CLEARANCE	54.30
EFT28768	11/07/2019	WINC AUSTRALIA PTY LTD	FURNITURE FOR WORKFORCE PLAN IMPLEMENTATION, PAPER TOWEL & TOILET ROLL DISPENSERS	2,140.76
EFT28769	11/07/2019	WITTENOOM CONSULTING ENGINEERS	ASSESSMENT OF FITNESS ROOM FLOOR AT BRIDGETOWN LEISURE CENTRE	2,750.00
EFT28770	11/07/2019	WORKWEAR GROUP	CORPORATE UNIFORMS	610.96
EFT28771	19/07/2019	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	216.87
EFT28772	19/07/2019	EASISALARY	EMPLOYEE SALARY PACKAGED ITEMS	667.35
EFT28783	22/07/2019	AUSTRALIAN TAXATION OFFICE	BAS JUNE 2019	93,148.00
EFT28784	25/07/2019	ALLMARK AND ASSOCIATES PTY LTD	TIP PASSES FOR RATES	2,717.00
EFT28785	25/07/2019	ARROW BRONZE	PLAQUE FOR BRIDGETOWN CEMETERY	371.58
EFT28786	25/07/2019	AUSTRALIA DAY COUNCIL OF WA	2019/20 ANNUAL GOLD MEMBERSHIP	594.00
EFT28787	25/07/2019	AUSQ TRAINING	ADVANCED WORKSITE TRAFFIC MANAGEMENT UPGRADE TRAINING	895.00
EFT28788	25/07/2019	B & B STREET SWEEPING PTY LTD	STREET SWEEPING FOR JUNE 2019	1,644.50
EFT28789	25/07/2019	DONNA BAKER	REIMBURSEMENT FOR HARD CASE PHONE COVER PURCHASED	63.50
EFT28790	25/07/2019	ANTHONY JAMES BALLARD	BUILDING MAINTENANCE WORKS	145.00
EFT28791	25/07/2019	BELIA ENGINEERING	2019/20 - TRANSPORT OF 49 USED MATTRESSES IN JULY	737.00
EFT28792	25/07/2019	BLACKWOOD DARTS ASSOCIATION	HALL HIRE BOND REFUND	100.00
EFT28793	25/07/2019	BLACKWOOD HEAVY TILT	RELOCATE SEA CONTAINERS FROM DEPOT TO INCIDENT CONTROL CENTRE	242.00
EFT28794	25/07/2019	BLACKWOOD VETERINARY CENTRE	EUTHANASIA FOR 5 CATS & 1 DOG	215.40
EFT28795	25/07/2019	JOHN CARTER BOOKLESS	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28796	25/07/2019	JULIA ANN BOYLE	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28797	25/07/2019	BRIDGETOWN MUFFLER & TOWBAR CENTRE	REPAIR 12V ELECTRICAL SYSTEM OF BFB CANTEEN TRAILER & MINOR PARTS	429.00
EFT28798	25/07/2019	BRIDGETOWN POTTERY RESTAURANT	REFRESHMENTS FOR TIDY TOWNS JUDGING VISIT	110.00
EFT28799	25/07/2019	BRIDGETOWN TIMBER SALES	WARREN BLACKWOOD STOCK ROUTE - VARIOUS MATERIALS TO COMPLETE TRAIL	175.86
EFT28800	25/07/2019	BRIDGETOWN BULLDOZING PTY LTD	PUSH UP & REHABILITATION OF WATERS & MUIRS GRAVEL PITS	13,942.50
EFT28801	25/07/2019	BRIDGETOWN GLASS SERVICE	VARIOUS WORKS FOR BRIDGETOWN CIVIC CENTRE & LEISURE CENTRE	6,036.45
EFT28802	25/07/2019	BTOWN BOARDING KENNELS & CATTERY	MONTHLY KENNEL & CATTERY FEES	180.00
EFT28803	25/07/2019	BTOWN CARPETS & FLOORCOVERINGS	ENTRY FLOOR MAT WITH RUBBER EDGING FOR GREENBUSHES HALL	79.00
EFT28804	25/07/2019	BRIDGETOWN MINIMART/BLOOMIN	PART PURCHASE OF LOT 150 (39) HAMPTON STREET, BRIDGETOWN (C.15/0818)	47,300.00
EFT28805	25/07/2019	BRIDGETOWN MITRE 10 & RETRAVISION	CORDLESS DRILL FOR MITIGATION WORKS, PLANTS FOR PARKS & GARDENS & MINOR ITEMS	377.42
EFT28806	25/07/2019	BRIDGETOWN NEWSAGENCY	MONTHLY NEWSPAPER CHARGES	103.10
EFT28807	25/07/2019	BSDS CONSULTANTS PTY LTD	TRAVEL & INSPECTION FOR ELECTRICAL UPGRADE DESIGN TO BRIDGETOWN SPORTSGROUND	550.00
EFT28808	25/07/2019	CIVIC LEGAL	LEGAL ADVICE FOR DRAFT LEASE FOR RECREATION CENTRE FITNESS ROOM	2,263.80

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EFT28809	25/07/2019	CLIFFORD AUTO REPAIRS	ANNUAL PRE-REGISTRATION INSPECTION FOR COMMUNITY BUS	188.95
EFT28810	25/07/2019	CLOVERS GENERAL & LIQUOR STORE	REFRESHMENTS FOR FIRE FIGHTERS GRATUITY FUNCTION	100.50
EFT28811	25/07/2019	COUNCIL ON THE AGEING (AUSTRALIA)	'LIVING LONGER LIVING STRONGER' TWO-DAY INSTRUCTOR TRAINING COURSE	200.00
EFT28812	25/07/2019	DATA#3	2 X ADOBE ACROBAT STUDIO 2017 LICENSES	562.06
EFT28813	25/07/2019	ELIZABETH DENNISS	REIMBURSEMENT FOR PARKING AND MINOR ITEM	49.45
EFT28814	25/07/2019	DEPT OF BIODIV, CONSERV & ATTRACTIONS	WARREN BLACKWOOD STOCK ROUTE - 7 FIRE RINGS FOR EACH CAMP SITE	700.00
EFT28815	25/07/2019	DEPARTMENT OF TRANSPORT	VEHICLE SEARCH COSTS FOR JUNE	3.40
EFT28816	25/07/2019	JENNY DEWING	COMMUNITY STALL BOND REFUND	50.00
EFT28817	25/07/2019	EMPORIUM BISTRO	MEAL FOR COUNCIL MEETING - 30.8.18	360.00
EFT28818	25/07/2019	E-STATION PTY LTD	2019/20 ANNUAL FEE FOR MAINTENANCE OF CHARGING STATION LESS 18/19 POWER REIMBURSEMENT	373.43
EFT28819	25/07/2019	SARAH EVANS	PURCHASE OF 4 X NEW LIBRARY BOOKS	87.95
EFT28820	25/07/2019	FIRE & RESCUE SAFETY AUSTRALIA	4 X FERNO SNAKE SLINGS	237.23
EFT28821	25/07/2019	FLYING DUCK CAFE	MEAL FOR CONCEPT FORUM 9/5/19	192.00
EFT28822	25/07/2019	GREENBUSHES RSL	GREENBUSHES HALL HIRE BOND REFUND	100.00
EFT28823	25/07/2019	H C JONES & CO	INVESTIGATE AND REPAIR BLOCKAGE TO DRINKING FOUNTAIN IN MEMORIAL PARK	341.00
EFT28824	25/07/2019	INSTITUTE OF PUBLIC WORKS ENGINEERING	PROFESSIONAL CERTIFICATE IN ASSET MANAGEMENT PLANNING & 19/20 NAMS PLUS SUBSCRIPTION	2,271.50
EFT28825	25/07/2019	THE INSTITUTION OF ENGINEERS AUSTRALIA	2019/20 PROFESSIONAL MEMBERSHIP RENEWAL	574.00
EFT28826	25/07/2019	INTERPHONE	MONTHLY INTERNET CHARGE FOR ADMIN OFFICE	130.90
EFT28827	25/07/2019	IT VISION	ANNUAL LICENCE FEE TO RENEW SYNERGY SOFT 19/20	50,840.90
EFT28828	25/07/2019	IT VISION USER GROUP INC	IT VISION USER GROUP MEMBERSHIP SUBSCRIPTION 2019/20	748.00
EFT28829	25/07/2019	ROSEMARY ANNE KELLY	PROOF READING OF 2018-2019 INSIGHT NEWSLETTERS	292.50
EFT28830	25/07/2019	RADOVAN KOLOC	MINOR BUILDING MAINTENANCE WORKS	460.00
EFT28831	25/07/2019	LOCAL HEALTH ANALYTICAL COMMITTEE	2019/2020 ANALYTICAL SERVICES	1,196.48
EFT28832	25/07/2019	LOCAL GOVERNMENT PROFESSIONALS WA	2019/20 AFFILIATE MEMBERSHIP	185.00
EFT28833	25/07/2019	LGIS INSURANCE BROKING	2019/20 INSURANCE PAYMENTS	85,387.60
EFT28834	25/07/2019	LOCAL GOVERNMENT INSURANCE SERVICES	2019/20 INSURANCE PAYMENTS	158,888.49
EFT28835	25/07/2019	FELICITY LUKINS	COMMUNITY STALL BOND REFUND	50.00
EFT28836	25/07/2019	DOREEN MACKMAN	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28837	25/07/2019	J.L & G.F MAY	DIGGING OF GRAVE 07/06/2019	682.00
EFT28838	25/07/2019	MCG FIRE SERVICES	SUPPLY AND INSTALL 2 X WARDEN INTERCOM PHONES & 3 X MANUAL CALL POINTS FOR BLC	1,384.35
EFT28839	25/07/2019	THOMAS R MITCHELL	HALL HIRE BOND REFUND	100.00
EFT28840	25/07/2019	JOANN ROBERTA MOORE	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28841	25/07/2019	MUIRS MANJIMUP	35,000 KM SERVICE FOR B8598	246.76
EFT28842	25/07/2019	NATURALISTE HYGIENE SERVICES	6 MONTH SANITARY DISPOSAL SERVICE	1,963.99
EFT28843	25/07/2019	JOHN DIGBY NICHOLAS	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28844	25/07/2019	OFFICEWORKS LTD	3 X NEW OFFICE CHAIRS	1,099.90
EFT28845	25/07/2019	ANTONINO PRATICO	MONTHLY COUNCILLOR ALLOWANCE	1,752.58
EFT28846	25/07/2019	RAECO	LIBRARY SUPPLIES	43.60
EFT28847	25/07/2019	GORDON RUSSELL	CAT TRAP BOND REFUND	50.00
EFT28848	25/07/2019	PATRICK M SCALLAN	MONTHLY COUNCILLOR ALLOWANCE	891.50
EFT28849	25/07/2019	SCOTT'S TAVERN	REFRESHMENTS FOR WORKS & SERVICES FUNCTION	50.49
EFT28850	25/07/2019	SCOPE BUSINESS IMAGING	MONTHLY PHOTOCOPYING & PRINTING CHARGES	4,005.10
EFT28851	25/07/2019	SOUTHERN'S WATER TECHNOLOGY	PUMP AND HOSE HIRE/INSTALL FOR LEACHATE TRANSFER AT BRIDGETOWN WASTE FACILITY	4,684.35
EFT28852	25/07/2019	SOUTHERN LOCK & SECURITY	KEY CUTTING	35.50
EFT28853	25/07/2019	SPRINT EXPRESS	FREIGHT CHARGES	12.10

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LIST OF ACCOUNTS PAID IN JULY TO BE RECEIVED

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EFT28854	25/07/2019	SYNERGY	ELECTRICITY	10,386.90
EFT28855	25/07/2019	THE STABLES IGA	GROCERY SUPPLIES	42.25
EFT28856	25/07/2019	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	1,427.55
EFT28857	25/07/2019	TOTALLY SOUND	FAIR VALUE REPORT FOR EQUIPMENT	495.00
EFT28858	25/07/2019	TOURISM COUNCIL WESTERN AUSTRALIA	2019/20 VISITOR CENTRE SUBSCRIPTIONS	1,328.00
EFT28859	25/07/2019	TPG NETWORK PTY LTD	MONTHLY INTERNET CHARGE FOR LIBRARY - JULY	159.50
EFT28860	25/07/2019	TRISSET BOSS BUSINESS FORMS	3,000 RATE NOTICES & 2,000 INSTALMENT NOTICES	2,351.80
EFT28861	25/07/2019	ALAN JOSEPH WILSON	MONTHLY COUNCILLOR ALLOWANCE	1,070.92
EFT28862	25/07/2019	WINC AUSTRALIA PTY LTD	STATIONERY SUPPLIES	194.41
EFT28863	26/07/2019	ALAN DONELLY AUCTIONS PTY LTD	PAIR OF HAND CRAFTED COPPER STAPLED SCULPTURES BY ARTIST TONY DAVIS	4,310.50
EFT28866	31/07/2019	EASISALARY	EMPLOYEE SALARY PACKAGED ITEMS	667.35
EFT28867	31/07/2019	ZURICH AUSTRALIAN INSURANCE LTD	INSURANCE POLICY EXCESS B029	300.00
CHEQUES				
30865	11/07/2019	MAGSHOP	ANNUAL LIBRARY SUBSCRIPTIONS FOR EMPIRE MAGAZINE & MONEY MAGAZINE	129.98
30866	11/07/2019	NEXTMEDIA PTY LTD	ANNUAL LIBRARY SUBSCRIPTION FOR GARDENING AUSTRALIA	56.00
30867	11/07/2019	TELSTRA	TELEPHONE	3,010.83
30868	25/07/2019	FESTIVAL OF COUNTRY GARDENS	COMMUNITY BUS BOND REFUND	300.00
30869	25/07/2019	GAIL HAY	COMMUNITY STALL HIRE BOND REFUND	50.00
30870	25/07/2019	KRISTINA MASTAGLIA	COMMUNITY STALL BOND REFUND	50.00
30871	25/07/2019	PIVOTEL SATELLITE PTY LTD	MONTHLY TRACKING OF SPOT TRACKERS	155.00
30872	25/07/2019	SHIRE OF BRIDGETOWN-GREENBUSHES	ACCOMMODATION FOR WRITERS ATTENDING THE WORDS IN THE VALLEY WRITERS FESTIVAL	300.00
30873	25/07/2019	TELSTRA	TELEPHONE	1,090.12
30874	31/07/2019	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATIONS FOR SHIRE FLEET	14,925.75
				1,261,574.09
TRUST FUND				
DIRECT DEBITS - LICENSING TRUST				
22709	01/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 01/07/2019	8,439.55
22710	02/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 02/07/2019	1,165.70
22711	03/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 03/07/2019	2,245.85
22712	04/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 04/07/2019	1,935.30
22713	05/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 05/07/2019	5,234.85
22714	08/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 08/07/2019	3,100.45
22715	09/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 09/07/2019	14,047.95
22716	10/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 10/07/2019	5,110.80
22717	11/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 11/07/2019	3,012.85
22718	12/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 12/07/2019	4,959.65
22719	15/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 15/07/2019	5,417.80
22720	16/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 16/07/2019	4,718.65
22721	17/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 17/07/2019	4,528.25
22722	18/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 18/07/2019	5,411.60
22723	19/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 19/07/2019	1,485.50
22724	22/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 22/07/2019	6,134.55
22725	23/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 23/07/2019	5,631.65
22726	24/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 24/07/2019	5,943.85
22727	25/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 25/07/2019	3,749.10

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Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount
22728	26/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 26/07/2019	6,596.60
22729	29/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 29/07/2019	4,409.55
22730	30/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 30/07/2019	4,783.70
22731	31/07/2019	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 31/07/2019	18,211.85
CHEQUES - GENERAL TRUST				
2276	19/07/2019	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSION ON BSL'S COLLECTED FOR JUNE	60.00
ELECTRONIC PAYMENTS - GENERAL TRUST				
EFT28773	19/07/2019	BUILDING COMMISSION	BSL'S COLLECTED FOR JUNE	1,459.68
CHEQUES - VISITOR CENTRE TRUST				
1306	19/07/2019	WENDY FIELD	ACCOMMODATION REFUND	100.00
1307	19/07/2019	JOHN MASLIN	CONSIGNMENT STOCK SOLD FOR JUNE	20.25
1308	19/07/2019	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSION ON BUS TICKETS & CONSIGNMENT SOLD FOR JUNE	373.18
ELECTRONIC PAYMENTS - VISITOR CENTRE TRUST				
EFT28774	19/07/2019	SHERRI-LEE BOTHMA	ACCOMMODATION REFUND LESS CANCELLATION FEES	318.00
EFT28775	19/07/2019	ELIZABETH DENNISS	CONSIGNMENT STOCK SOLD FOR JUNE	18.75
EFT28776	19/07/2019	ANNE HARSE	CONSIGNMENT STOCK SOLD FOR JUNE	67.50
EFT28778	19/07/2019	PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKETS SOLD FOR JUNE	784.20
EFT28779	19/07/2019	VANDA SMITH	ACCOMMODATION REFUND	640.00
EFT28780	19/07/2019	SOUTH WEST COACH LINES	BUS TICKETS SOLD FOR JUNE	348.19
EFT28781	19/07/2019	JENNIFER WRIGHT	CONSIGNMENT STOCK SOLD FOR JUNE	22.46
EFT28782	19/07/2019	WUD	CONSIGNMENT STOCK SOLD FOR JUNE	103.27
EFT28864	26/07/2019	PS & JL MOORE	ACCOMMODATION REFUND	840.00
EFT28865	26/07/2019	RADENKA ZALESKY	ACCOMMODATION REFUND	247.00
V300179	09/07/2019	COMMONWEALTH BANK	TOTAL ACCOMMODATION FOR THE MONTH OF JUNE	17,656.50
				<u>149,334.58</u>

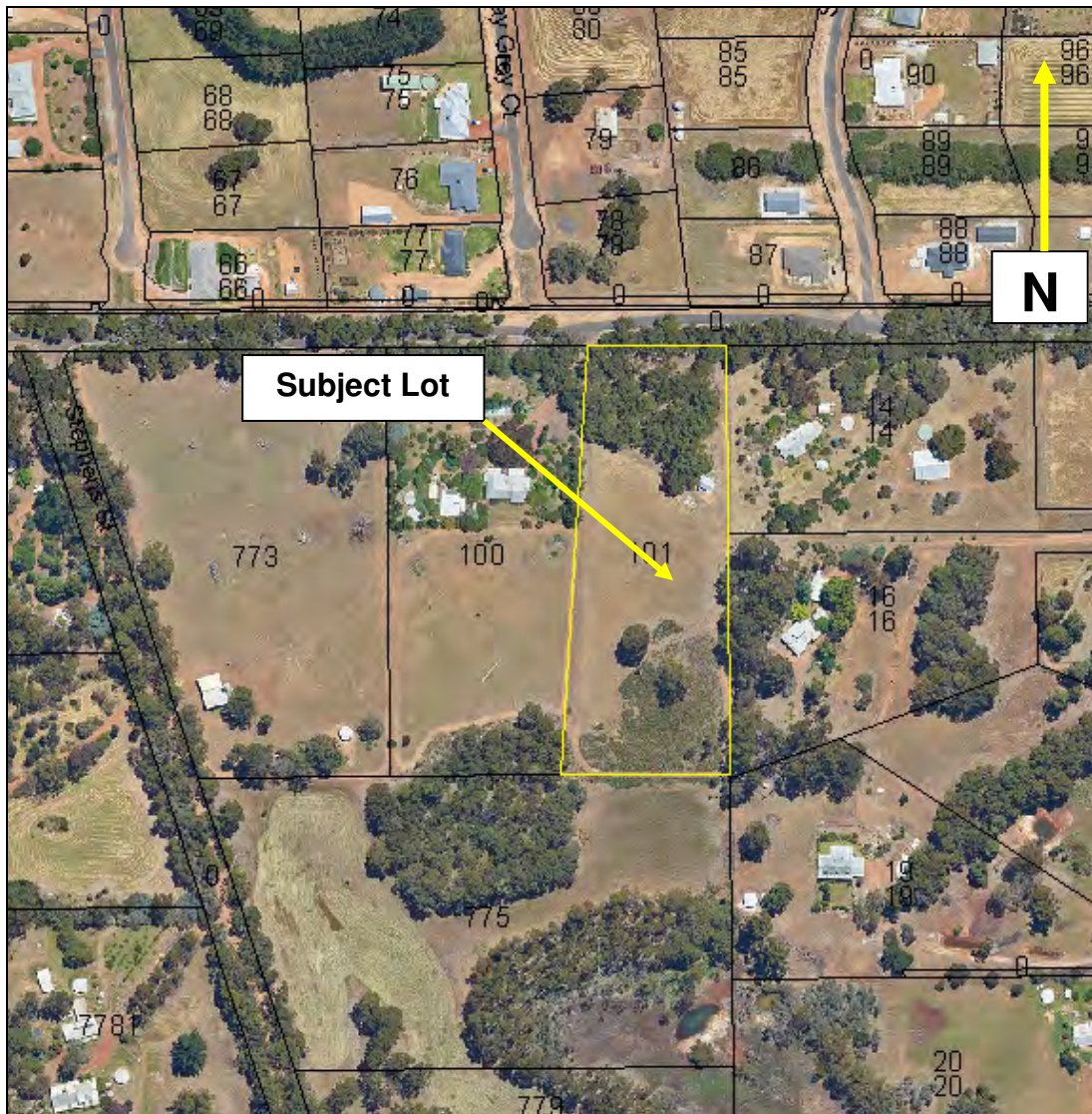
This schedule of accounts paid for the Municipal Fund totalling **\$1,261,574.09** and for the Trust Fund totalling **\$149,334.58** which was submitted to each member of the Council on 29th August 2019 has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations and castings.

Total creditor accounts outstanding as at 31/07/2019 - \$230,310.35



CHIEF EXECUTIVE OFFICER

29 August 2019



**Proposed Single House (Policy Variation) –
Lot 101 (17) Whittells Road, Bridgetown**

(Shire of Bridgetown-Greenbushes – Aerial Photo November 2017)



**BEN
RYAN**

Building
Lifestyle

Scott Donaldson
Shire of Bridgetown Greenbushes

REF: 190040 – 17 Whittells road, Bridgetown, WA, 6255

BEN RYAN BUILDING
ABN 57 459 843 653
BRN BC102819

2/1 Ostler Drive
Vasse WA 6280
08 9755 8631
admin@benryanbuilding.com.au

BenRyanBuilding.com.au

Dear Scott,

With reference to the Development Application lodged with the shire for the proposed dwelling at 17 Whittells Road. We acknowledge that the proposed building is outside of policy number TP.2 in that we are not achieving the minimum floor area as specified by this policy.

My client, Chris Shedley would like to formally request an exemption to construct the proposed dwelling as per the plans submitted with a smaller floor area than that outlined in the policy.

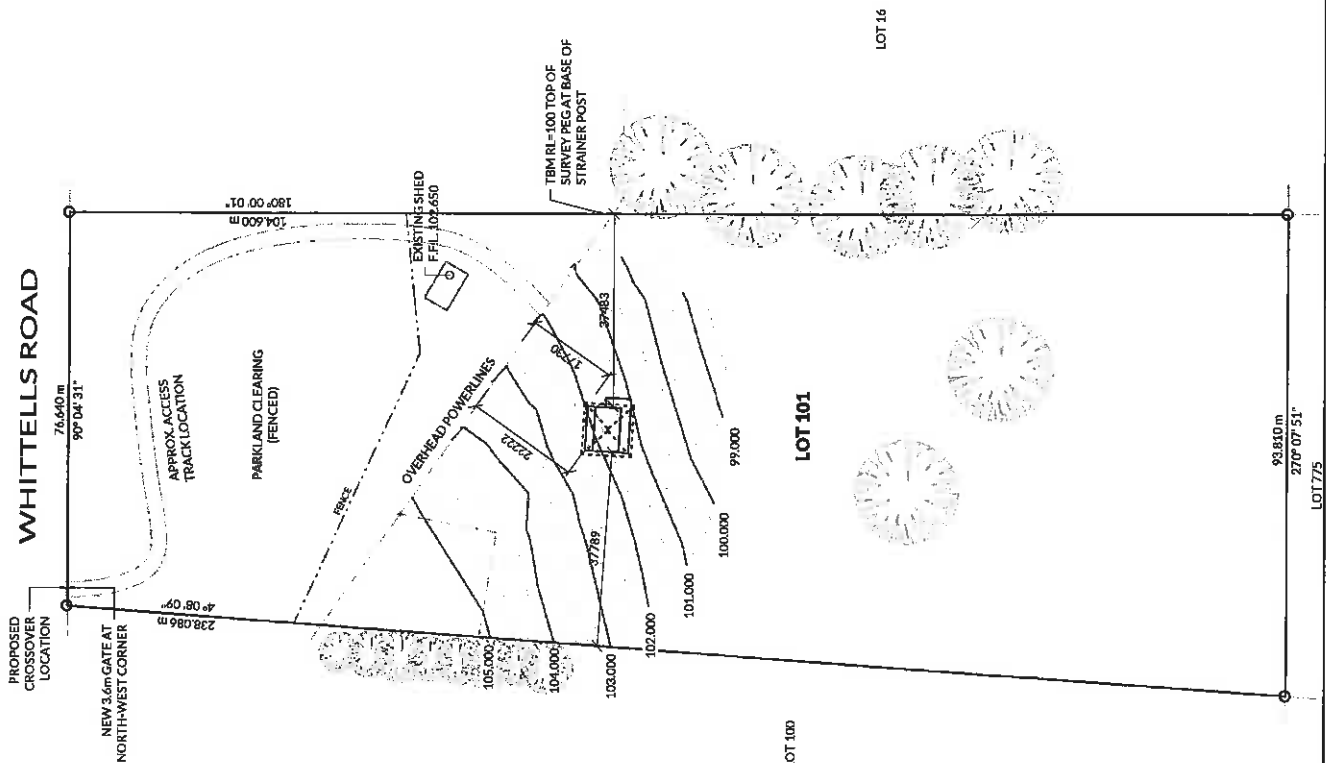
Mr Shedley intends to live in this house on his own and the proposed building is all he requires. He would therefore like to keep floor areas as they are on the plans.

If in the future the current or future owners would like to extend or add to the building this will be easily achievable. The construction type being lightweight construction on stumps makes for easy additions and alterations.

Mr Shedley will be more than happy to attend the council meeting where this proposal will be put forward to clarify any questions regarding our submission.

Kind Regards,

Ben Ryan
Builder & Director



PROPERTY DESCRIPTION

LOT: 101
 HOUSE NUMBER: 17
 SUBURGE: BRIDGETOWN
 LOCAL AUTHORITY: SHIRE OF BRIDGETOWN GREENBUSHES
 ZONING: TBA

AREA OF LOT - 20000m²
 AREA OF RESIDENCE - 82.1m²
 SITE COVERAGE - 0.41%

LEGEND

- UNDERGROUND GAS MARKER
- HYDRANT
- STORM WATER PIT
- WATER CONNECTION
- ELECTRICAL TURRET
- TELSTRA PIT
- MAN HOLE
- 400mm DOWN PIPE
- POWER POLE
- STREET LIGHT
- SEWER LINE
- CONTOUR LINE
- EXISTING RETAINING
- NEW RETAINING
- ROOF LINE
- STORM WATER LINE
- FENCE
- ELECTRICAL
- TELSTRA COMMUNICATIONS
- WATER LINE



M: 0417 786 578
 M: 0409 508 705
 E: plans@areidesigns.com.au
 W: areidesigns.com.au
 ABN: 35 6141 95818
 QBCC LIC: 15040397

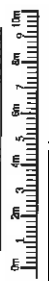
CLIENT: **BEN RYAN - BUILDING LIFESTYLE**
 PROJECT: **PROPOSED RESIDENCE FOR CHRIS SHEDLEY AT 17 WHITTELLS ROAD BRIDGETOWN**
 DRAWING NAME: **SITE PLAN**

PLAN NUMBER: 1653-19
 DATE: 27/05/19
 SCALE @ A3: 1:200

REV.	REVISION DESCRIPTION	APPROX. DATE
B	PRELIMINARY DESIGN	03/04/19
C	PRELIMINARY DESIGN	18/04/19
D	PRELIMINARY DESIGN	26/04/19
E	PRELIMINARY DESIGN	27/05/19

PAGE NO: 02 OF 05
 DRAWN: N WILTS-HIRE
 CHECKED: BENDYE

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 USE SCALE & RULE AS A GUIDE ONLY



DOOR SCHEDULE

MARK	SIZE	DOOR TYPE
D1	2100 x 720	HOLLOW CORE SWING
D2	2100 x 820	HOLLOW CORE SWING
D3	2100 x 920	SOLID CORE SWING

WINDOW SCHEDULE

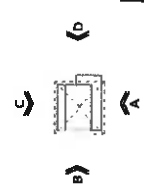
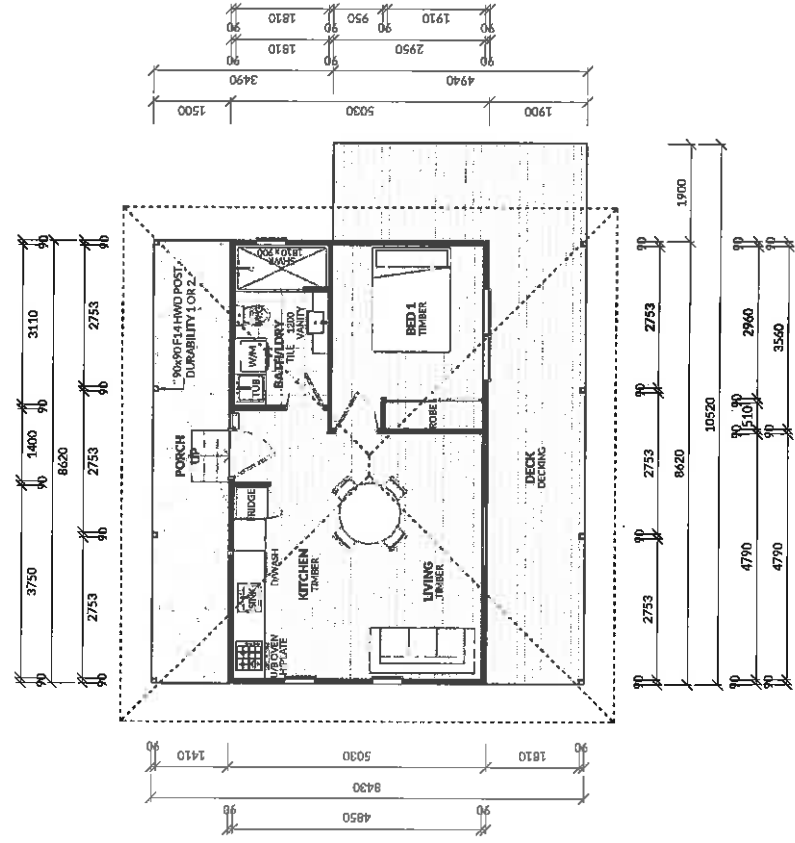
MARK	SIZE	DESCRIPTION
W1	1800 x 600	ALUM. FRAMED DOUBLE HUNG
W2	1800 x 600	ALUM. FRAMED DOUBLE HUNG
W3	1800 x 600	ALUM. FRAMED DOUBLE HUNG
W4	2100 x 300	ALUM. FRAMED LOUVERS
W5	1800 x 900	ALUM. FRAMED DOUBLE HUNG
W6	1800 x 900	ALUM. FRAMED DOUBLE HUNG
W7	2100 x 2400	ALUM. FRAMED SLIDING GLASS DOOR

FLOOR AREAS

DECK	17.2 m ²
LIVING	49.5 m ²
OPEN DECK	9.4 m ²
PORCH	12.9 m ²
TOTAL	82.1 m ²

LEGEND

- C CASEMENT WINDOW
- SLD SLIDING GLASS DOOR
- AW AWNING WINDOW
- A ALUMINUM WINDOW
- D.H.U DOUBLE HUNG WINDOW
- R.D. RIFOLD DOORS
- LU LOUVERS
- SL SIDELIGHT
- M.V. MECHANICAL VENT
- SKL SKYLIGHT
- F.G. FIXED GLASS WINDOW



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REV.	REVISION DESCRIPTION	APPROV. DATE
B	PRELIMINARY DESIGN	03/04/19
C	PRELIMINARY DESIGN	18/04/19
D	PRELIMINARY DESIGN	26/04/19
E	PRELIMINARY DESIGN	27/05/19

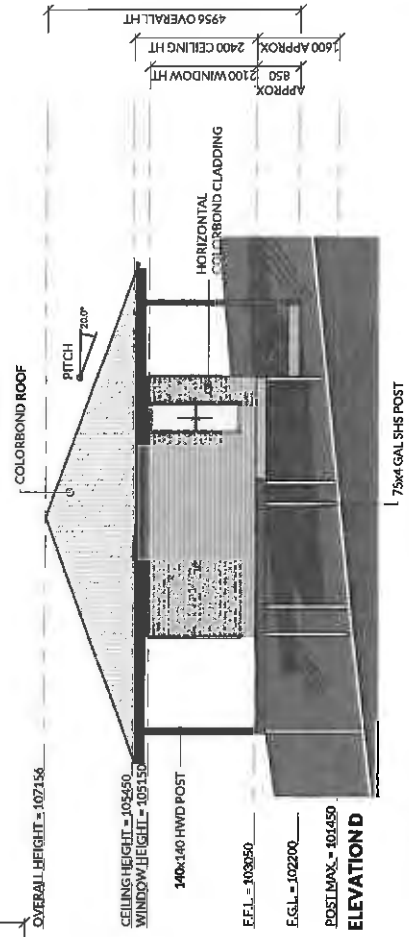
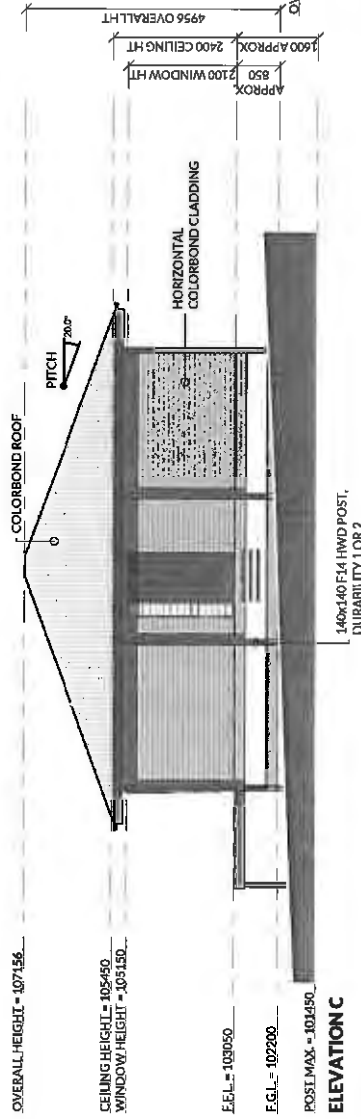
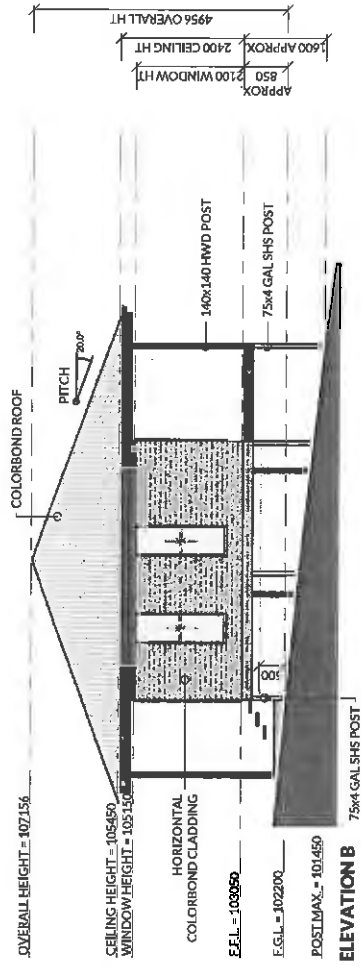
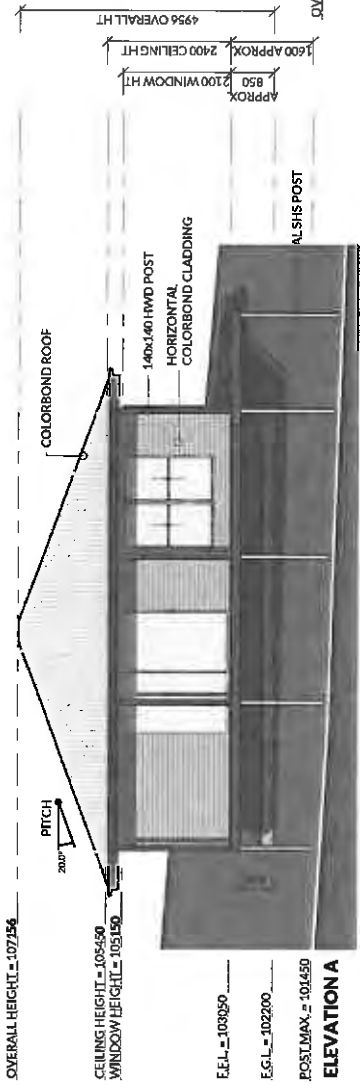
PAGE NO: 03 OF 05
DATE: 27/05/19
SCALE @ A3: 1:100
DRAWN: N WILTS-HRE
CHECKED: BEN DYE

PROJECT: PROPOSED RESIDENCE FOR CHRIS SHEDLEY AT 17 WHITTALL ROAD BRIDGETOWN

CLIENT: BEN RYAN - BUILDING LIFESTYLE
DRAWING NAME: FLOOR PLAN

AREI PLAN CODE: SERIES 29 A3Y1
M: 0419 786 578
M: 0403 508 705
E: plans@arei.com.au
W: arei.com.au
ABN: 31614195818
QBCC LIC: 15040397





M: 0419 786 578
M: 0403 508 705
E: plans@areidesigns.com.au
W: areidesigns.com.au
ABN: 31614195818
QBCC LIC: 1540397

AREI

CLIENT: **BEN RYAN - BUILDING LIFESTYLE**
DRAWING NAME: **ELEVATIONS**

PROJECT: **PROPOSED RESIDENCE FOR CHRIS SHEDLEY AT 17 WHITTELLS ROAD BRIDGETOWN**

PLAN NUMBER: 1655-19
DATE: 27/05/19
SCALE @ A3: 1:100

PAGE NO: 05 OF 05
DRAWN: N WILTSHIRE
CHECKED: BEN DYE

REV.	REVISION DESCRIPTION	APPROV. DATE
B	PRELIMINARY DESIGN	03/04/19
C	PRELIMINARY DESIGN	18/04/19
D	PRELIMINARY DESIGN	26/04/19
E	PRELIMINARY DESIGN	27/05/19

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0m 5m 10m 15m 20m 25m 30m 35m 40m 45m 50m

Bushfire Attack Level Assessment Report

Prepared by a BPAD Accredited Practitioner



Fire Protection Association Australia Life Property Environment



AS 3959 BAL Assessment Report

This report has been prepared by an Accredited BPAD Practitioner using the Simplified Procedure (Method 1) as detailed in Section 2 of AS 3959 – 2018. FPA Australia makes no warranties as to the accuracy of the information provided in the report. All enquiries related to the information and conclusions presented in this report must be made to the BPAD Accredited Practitioner.

Property Details and Description of Works

Address Details	Unit no	Street no	Lot no	Street name / Plan Reference	
		17	101	Whittels Road	
Local government area	Suburb		State	Postcode	
	Bridgetown		WA	6255	
Main BCA class of the building	Shire of Bridgetown-Greenbushes				
Description of the building or works	Class 1a	Use(s) of the building	Habitable Building		
	Construction of a new dwelling				

Report Details

Report / Job Number	Report Version	Assessment Date	Report Date
	B	11 April 2019	21 July 2019

BPAD Accredited Practitioner Details

Name Neill Thompson BPAD 36648	
Company Details Bushfire Solutions South West Mobile: 0447 395 173 E: neill@bushfiresolutionsouthwest.com.au	
 BUSHFIRE SOLUTIONS SOUTH WEST	<i>Authorised Practitioner Stamp</i>

Reliance on the assessment and determination of the Bushfire Attack Level contained in this report should not extend beyond a period of 12 months from the date of issue of the report. If this report was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated report issued.

Site Assessment & Site Plans

The assessment of this site / development was undertaken on 11 April 2019 by a BPAD Accredited Practitioner for the purpose of determining the Bushfire Attack Level in accordance with AS 3959 - 2018 Simplified Procedure (Method 1).



Google Maps 2018




Vegetation Classification

All vegetation within 100m of the site / proposed development was classified in accordance with Clause 2.2.3 of AS 3959-2018. Each distinguishable vegetation plot with the potential to determine the Bushfire Attack Level is identified below.

<table border="1"> <tr> <td>Photo ID:</td> <td>P1</td> <td>Plot:</td> <td>1</td> </tr> <tr> <td colspan="4">Vegetation Classification or Exclusion Clause</td> </tr> <tr> <td colspan="4">Class A Forest - Open forest A-03</td> </tr> <tr> <td colspan="4">Description / Justification for Classification</td> </tr> <tr> <td colspan="4">Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).</td> </tr> <tr> <td colspan="4">Typically dominated by eucalyptus, melaleuca or callistemon and callistris.</td> </tr> </table>	Photo ID:	P1	Plot:	1	Vegetation Classification or Exclusion Clause				Class A Forest - Open forest A-03				Description / Justification for Classification				Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).				Typically dominated by eucalyptus, melaleuca or callistemon and callistris.				
Photo ID:	P1	Plot:	1																						
Vegetation Classification or Exclusion Clause																									
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Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).																									
Typically dominated by eucalyptus, melaleuca or callistemon and callistris.																									
<table border="1"> <tr> <td>Photo ID:</td> <td>P2</td> <td>Plot:</td> <td>1</td> </tr> <tr> <td colspan="4">Vegetation Classification or Exclusion Clause</td> </tr> <tr> <td colspan="4">Class A Forest - Open forest A-03</td> </tr> <tr> <td colspan="4">Description / Justification for Classification</td> </tr> <tr> <td colspan="4">Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).</td> </tr> <tr> <td colspan="4">Typically dominated by eucalyptus, melaleuca or callistemon and callistris.</td> </tr> </table>	Photo ID:	P2	Plot:	1	Vegetation Classification or Exclusion Clause				Class A Forest - Open forest A-03				Description / Justification for Classification				Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).				Typically dominated by eucalyptus, melaleuca or callistemon and callistris.				
Photo ID:	P2	Plot:	1																						
Vegetation Classification or Exclusion Clause																									
Class A Forest - Open forest A-03																									
Description / Justification for Classification																									
Trees 30m high: 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs).																									
Typically dominated by eucalyptus, melaleuca or callistemon and callistris.																									

<p>Photo ID: P3 Plot: 2</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Class B Woodland - Woodland B-05</p> <p>Description / Justification for Classification</p> <p>Trees 10m-30m high: 10%-30% foliage cover, dominated by eucalyptus and/or callistris with a prominent grassy understorey. May contain isolated shrubs.</p>	
<p>Photo ID: P4 Plot: 2</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Class B Woodland - Woodland B-05</p> <p>Description / Justification for Classification</p> <p>Trees 10m-30m high: 10%-30% foliage cover, dominated by eucalyptus and/or callistris with a prominent grassy understorey. May contain isolated shrubs.</p>	

<p>Photo ID: P5 Plot: 3</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Excludable - 2.2.3.2(f) Low Threat Vegetation</p> <p>Description / Justification for Classification</p> <p>Low threat vegetation in a maintained state.</p> <p>Maintained trees/low ground surface fuel.</p>	
<p>Photo ID: P6 Plot: 4</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Class C Shrubland - Low shrubland C-12</p> <p>Description / Justification for Classification</p> <p>Shrubs <2m high: greater than 30% foliage cover. Understorey may contain grasses.</p>	

<p>Photo ID: P7 Plot: 5</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Excludable - 2.2.3.2(f) Low Threat Vegetation</p> <p>Description / Justification for Classification</p> <p>Low threat vegetation in a maintained state.</p> <p>Maintained grasses/trees/low ground surface fuel</p>	 <p>NE N NW 300 330 344°N (T) • 33°56'37" S, 116°8'49" E ±16.4ft ▲ 869ft 11 Aug 2019, 14:57:47</p>
<p>Photo ID: P8 Plot: 5</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Excludable - 2.2.3.2(f) Low Threat Vegetation</p> <p>Description / Justification for Classification</p> <p>Low threat vegetation in a maintained state.</p> <p>Maintained grasses/trees/low ground surface fuel</p>	 <p>N NW W SW 240 291°W (T) • 33°56'37" S, 116°8'49" E ±16.4ft ▲ 869ft 11 Aug 2019, 10:37:46</p>
<p>Photo ID: P9 Plot: 6</p> <p>Vegetation Classification or Exclusion Clause</p> <p>Class B Woodland - Woodland B-05</p> <p>Description / Justification for Classification</p> <p>Trees 10m-30m high: 10%-30% foliage cover, dominated by eucalyptus and/or callistris with a prominent grassy understorey. May contain isolated shrubs.</p>	 <p>SW S SE 180 199°S (T) • 33°56'38" S, 116°8'47" E ±16.4ft ▲ 856ft 11 Aug 2019, 10:37:46</p>

Relevant Fire Danger Index

The fire danger index for this site has been determined in accordance with Table 2.1 or otherwise determined in accordance with a jurisdictional variation applicable to the site.

Fire Danger Index

FDI 40

Table 2.4.5

FDI 50

Table 2.4.4

FDI 80

Table 2.4.3

FDI 100

Table 2.4.2

Potential Bushfire Impacts

The potential bushfire impact to the site / proposed development from each of the identified vegetation plots are identified below.

Plot	Vegetation Classification	Effective Slope	Separation (m)	BAL
Plot 1	Class A - Forest	Downslope >5 to 10 degrees	36.1 metres	BAL - 29
Plot 2	Class B Woodland	Flat/Upslope	24.9 metres	BAL - 19
Plot 3	Excludable - Clause 2.2.3.2(f)	N/A	N/A	BAL - LOW
Plot 4	Class C Shrubland	Downslope >5 to 10 degrees	44.0 metres	BAL - 12.5
Plot 5	Excludable - Clause 2.2.3.2(f)	N/A	N/A	BAL - LOW
Plot 6	Class B Woodland	Downslope >0 to 5 degrees	38.9 metres	BAL - 12.5

Table 1: BAL Analysis

Determined Bushfire Attack Level (BAL)

The Determined Bushfire Attack Level (highest BAL) for the site / proposed development has been determined in accordance with clause 2.2.6 of AS 3959-2018 using the above analysis.

Determined Bushfire Attack Level

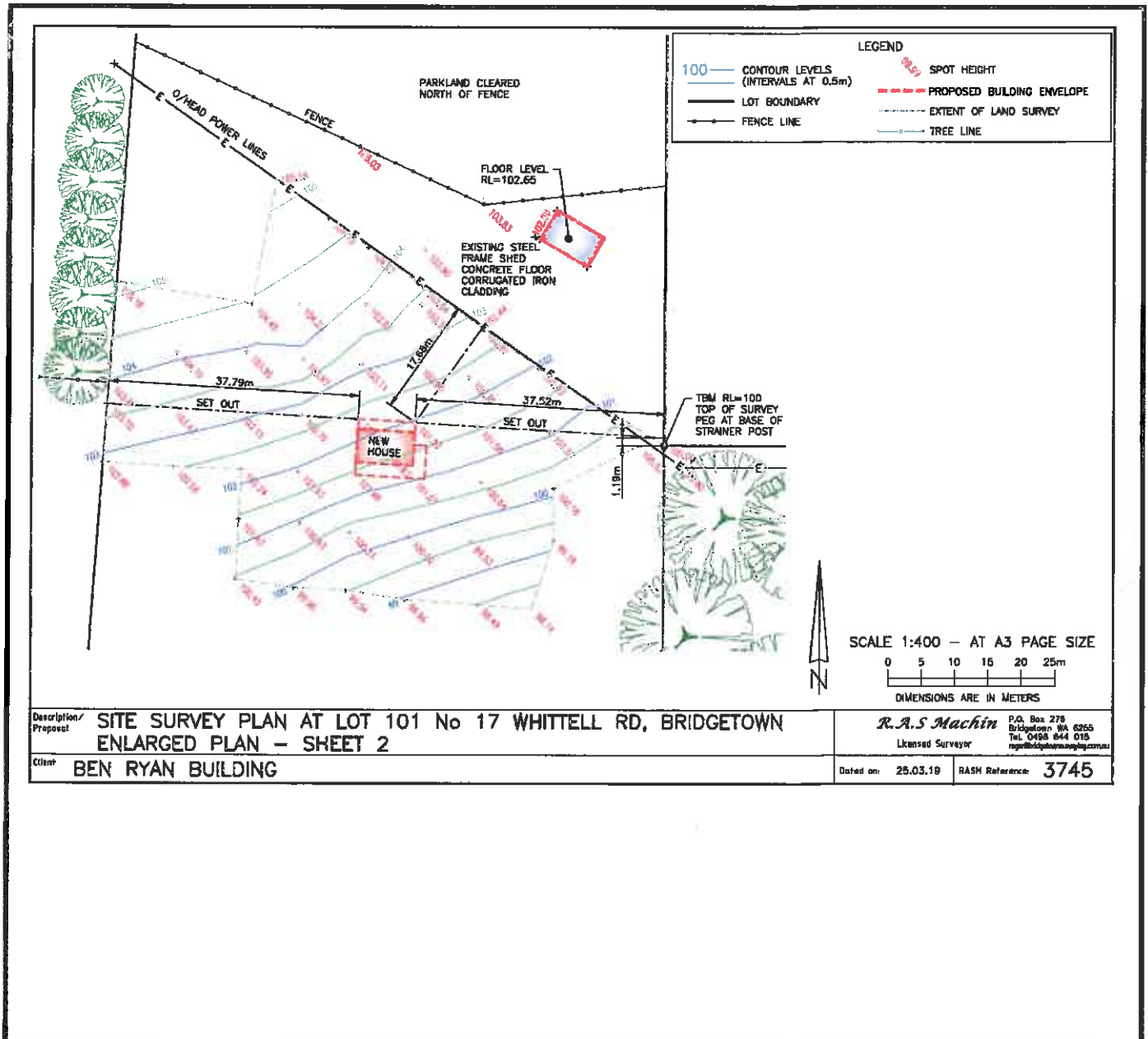
BAL - 29

Appendix 1: Plans and Drawings

Plans and drawings relied on to determine the bushfire attack level

Drawing / Plan Description Site Plan

Job Number	Revision	Date of Revision
------------	----------	------------------



Description/Proposed: **SITE SURVEY PLAN AT LOT 101 No 17 WHITTELL RD, BRIDGETOWN ENLARGED PLAN – SHEET 2**

Client: **BEN RYAN BUILDING**

R.A.S Machin
Licensed Surveyor

P.O. Box 278
Bridgetown WA 6255
Tel. 0495 844 015
rsas@bridgetownsurvey.com.au

Dated on: **25.03.10** RASH Reference: **3745**

Appendix 2: Additional Information / Advisory Notes

All trees around the APZ will require ongoing maintenance and have a vertical to ground clearance of 2 metres.

No branches or tree crown canopies are to be overhanging the roof space of the dwelling.
The ground fuel will require maintaining, to minimise any future risk.

All grasses are to be managed and maintained to a maximum height of 100 millimetres.

Bush fire hazard can be altered by reducing fuel loads in bush areas, by modifying fuel zones, removing understorey vegetation and leaf litter by chemical or mechanical means or by control burning. Providing adequate separation between the vegetation and the building is strongly recommended for all new homes.

Statement:

I have taken all reasonable steps to ensure that the information provided in this assessment, is accurate and supports the conditions on and around the site, and the corresponding lot, on the date of this assessment.

This does not guarantee that a building will not be destroyed or damaged by a bushfire. This assessment for the proposed new dwelling is made in good faith based on the information available to the bushfire consultant at the time of the assessment. Notwithstanding, the bushfire consultant or Local Government authority will not, except as may be required by law, be liable for any loss or other consequences whether due to negligence arising out of the services rendered by the bushfire consultant or Local Government authority.

Note: Any new plantings of vegetation, or a failure to maintain the properties requirements for fuel loading maintenance, can and will change the BAL rating significantly.

It is the owner's responsibility to maintain fuels and vegetation's, in accordance to the Shire of Bridgetown-Greenbushes Annual Fire Break Order Notice.

The BAL and the corresponding Sections for specific construction requirements are listed in the table below:

Bushfire Attack Levels Table

Bushfire Attack Level (BAL)	Classified Vegetation within 100m of the site heat flux exposure thresholds	Description of predicted bushfire attack and levels of exposure	Construction Section
BAL – LOW		There is insufficient risk to warrant specific construction requirements. DFES recommend ember protection where possible to limit the risk of fire attack	4
BAL – 12.5	$\leq 12.5 \text{ kW/m}^2$	Ember attack	3 and 5
BAL – 19	$> 12.5 \text{ kW/m}^2$ $\leq 19 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 and 6
BAL – 29	$> 19 \text{ kW/m}^2$ $\leq 29 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 and 7
BAL- 40	$> 29 \text{ kW/m}^2$ $\leq 40 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux with the increased likelihood of exposure to flames	3 and 8
BAL-FZ	$> 40 \text{ kW/m}^2$	Direct exposure to flames from fire front in addition to heat flux and ember attack	3 and 9

An APZ is an area surrounding a building that is managed to reduce the bushfire hazard to an acceptable level.

The width of the required APZ varies with slope and vegetation.

The APZ should at a minimum be of sufficient size to ensure the potential radiant heat impact of a fire does not exceed 29kW/m² (BAL-29). It should be lot specific.

The APZ should be contained solely within the boundaries of the lot on which the building is situated, except in instances where the neighbouring lot or lots will be managed in a low-fuel state on an ongoing basis, in perpetuity.

It is the responsibility of the landowner/proponent to maintain their APZ in accordance with Schedule 1 'Standards for Asset Protection Zones'.

Schedule 1: STANDARDS FOR ASSET PROTECTION ZONES

Fences: within the APZ are constructed from non-combustible materials (e.g. iron, brick, limestone, metal post and wire). It is recommended that solid or slatted non-combustible perimeter fences are used.

Objects: within 10 metres of a building, combustible objects must not be located close to the vulnerable parts of the building i.e. windows and doors.

Fine Fuel load: combustible dead vegetation matter less than 6 millimetres in thickness reduced to and maintained at an average of two tonnes per hectare.

Trees (> 5 metres in height): trunks at maturity should be a minimum distance of 6 metres from all elevations of the building, branches at maturity should not touch or overhang the building, lower branches should be removed to a height of 2 metres above the ground and or surface vegetation, canopy cover should be less than 15% with tree canopies at maturity well spread to at least 5 metres apart as to not form a continuous canopy.

Shrubs (0.5 metres to 5 metres in height): should not be located under trees or within 3 metres of buildings, should not be planted in clumps greater than 5m² in area, clumps of shrubs should be separated from each other and any exposed window or door by at least 10 metres.

Shrubs greater than 5 metres in height are to be treated as trees. **Ground covers (<0.5 metres in height):** can be planted under trees but must be properly maintained to remove dead plant material and any parts within 2 metres of a structure, but 3 metres from windows or doors if greater than 100 millimetres in height.

Ground covers greater than 0.5 metres in height are to be treated as shrubs.

Grass: should be managed to maintain a height of 100 millimetres or less.

References

Shire of Bridgetown-Greenbushes Firebreak and Fuel Hazard Reduction Notice 2018/19

WA Planning Commission: Standards for Asset Protection Zones

Google Maps 2018

Standards Australia AS3959 (2018) Construction of buildings in bushfire prone areas.

Bushfire Attack Level (BAL) Certificate

Determined in accordance with AS 3959-2018

This Certificate has been issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme. The certificate details the conclusions of the full Bushfire Attack Level Assessment Report (full report) prepared by the Accredited Practitioner.



Property Details and Description of Works

Address Details	Unit no	Street No	Lot	Street name / Plan Reference	
		17	101	Whittels Road	
Local government area	Bridgetown			State	Postcode
				WA	6255
Main BCA class of the building	Shire of Bridgetown-Greenbushes				
Description of the building or works	Class 1a	Use(s) of the building	Habitable Building		
			Construction of a new dwelling		

Determination of Highest Bushfire Attack Level

AS 3959 Assessment Procedure	Vegetation Classification	Effective Slope	Separation Distance	BAL
Method 1	Class B Woodland	Flat/Upslope	24.9 metres	BAL – 29

BPAD Accredited Practitioner Details

<p>Name Neill Thompson</p> <p>Company Details Bushfire Solutions South West Phone: 0447 395 173 Email: Website: http://bushfiresolutionsouthwest.com.au</p>  <p>I hereby certify that I have undertaken the assessment of the above site and determined the Bushfire Attack Level stated above in accordance with the requirements of AS 3959-2018</p>	<div style="border: 1px solid black; padding: 5px;"> <p>I hereby declare that I am a BPAD accredited bushfire practitioner.</p> <p>Accreditation No. 36648</p> <p>Signature </p> <p>Date 21 July 2019</p> </div> <p style="text-align: center;"><i>Authorised Practitioner Stamp</i></p>
---	--

Reliance on the assessment and determination of the Bushfire Attack Level contained in this report should not extend beyond a period of 12 months from the date of issue of the report. If this report was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated report issued.



Bushfire Management Statement

Lot 101 (17) Whittells Road

Document Control

Street No	Lot No	Plan	Vol	Folio	Street Name
17	101	25073	2208	305	Whittells Road
Locality	Bridgetown		State WA		Postcode 6255
Local Government Area		Bridgetown Greenbushes			
Project Description		New Dwelling			
Prepared for		C Shedley			

Ref No	Revision	Date	Purpose
19-027	A	01/07/2019	Final
	B	25/07/2019	Updated BAL

Name	Geoffrey Lush	Company	Lushfire & Planning
BPAD	Level 2 Practitioner	Accreditation No	27682

Disclaimer

This Bushfire Management Statement (BMS) relies upon the Bushfire Attack Level (BAL) Assessment issued by Bushfire Solutions South West (dated the 21st July 2019) and is not responsible for the accuracy of that Assessment.

The measures contained in this report do not guarantee that a building will not be damaged in a bushfire. The ultimate level of protection will be dependent upon the design and construction of the dwelling and the level of fire preparedness and maintenance under taken by the landowner. The severity of a bushfire will depend upon the vegetation fuel loadings; the prevailing weather conditions and the implementation of appropriate fire management measures.


Geoffrey Lush
25 July 2019
geoffrey@lushfire.com.au



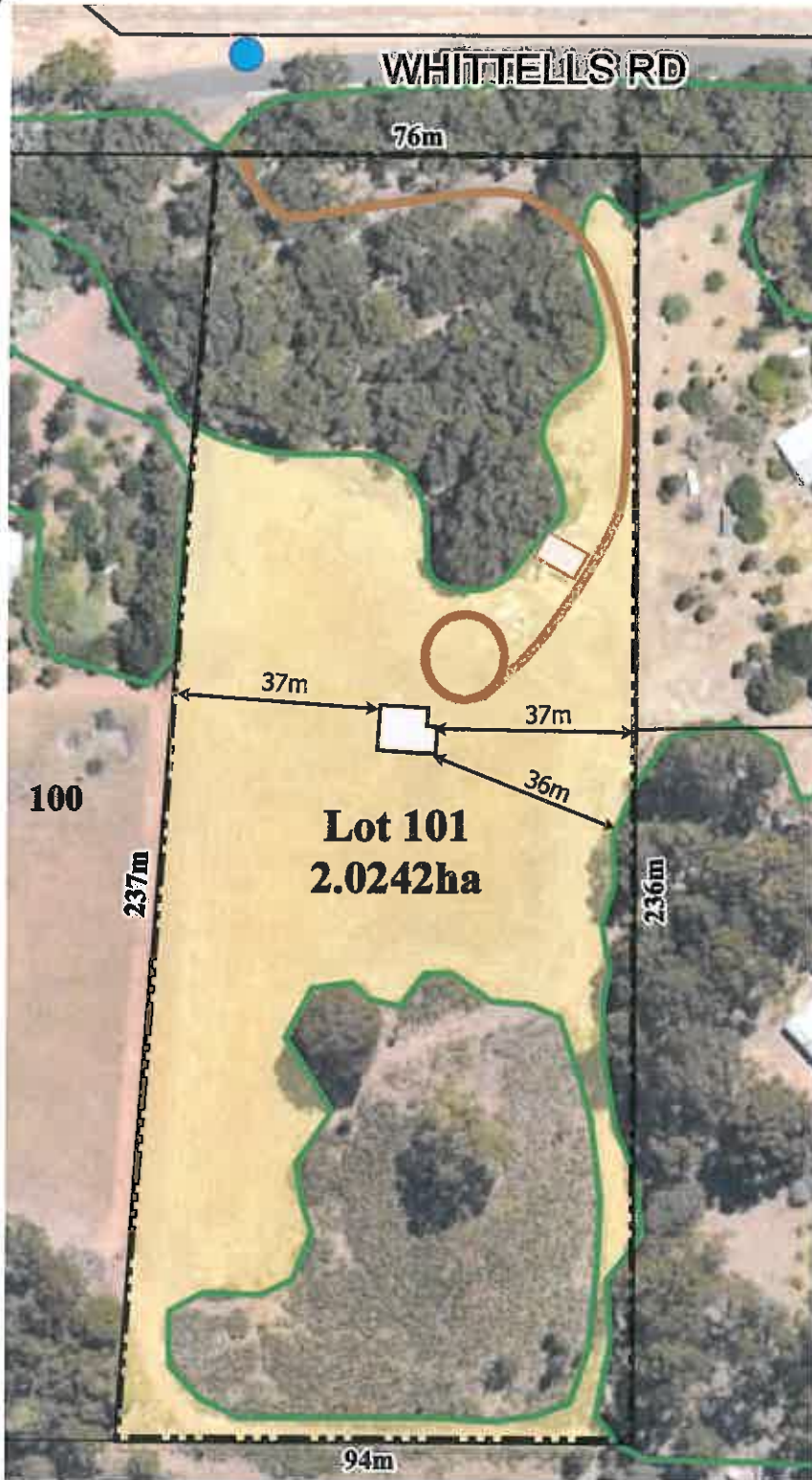
Lot 101 Whittells Road

Bushfire Protection Criteria Compliance Table

Compliance	When	Comment
A1.1 Development Location		
Must have a moderate hazard level and maximum BAL-29 rating		
Yes	Current	The dwelling site has a BAL - 29 rating as certified by N Thompson (BPAD 36648) BAL Assessment dated 21 July 2019.
A2.1 Asset Protection Zone (APZ)		
This functions as the low fuel zone required for the BAL-29 rating		
Yes	When developed.	The APZ for forest vegetation (downslope 5 - 10 degrees) is 27m and for woodland (upslope) is 14m. This will be wholly contained within the subject land. All of the grassland areas within the subject land will be maintained as an APZ in accordance with the Shire's Firebreak Order.
A3.1 Two Access Routes		
Two different vehicular access routes are required.		
Yes	Existing site	The property has two different access routes being: <ul style="list-style-type: none"> west for 1,000m along Whittells Road; north for 155m along Railway Terrace and then west 60m connecting to the South Western Highway; or east for 850m along Whittells Road connecting to the Bridgetown - Boyup Brook Road.
A3.2 Public road (subdivision roads)		
Yes		Not applicable
A3.3 Cul-de-sac (including dead end road)		
N/A		Not applicable
A3.4 Battle - axe		
N/A		Not applicable
A3.5 Private driveways Longer than 50m		
N/A		The driveway to the dwelling is approximately 150m in length and must be 4m wide with a 17.5m diameter truck turn around near the dwelling.
A3.6 Emergency Access Way (EAW)		
N/A		Not applicable
A3.7 Fire Service Access Route (FSAR)		
N/A		Not applicable
A3.8 Firebreak width		
Land greater than 0.5 ha to provide firebreaks.		
N/A	When developed.	The subject land has an area of 2.0242ha. As it is less than 4 ha all flammable material must be removed from the property, except living trees and shrubbery as per the Shire's annual Firebreak Order and grass kept to less than 50mm height.

Lot 101 Whittells Road

Compliance	When	Comment
A4.1 Water Supply Reticulated Areas		
Yes	Existing Site	A hydrant is located at the front of the property on the northern side of Whittells Road.
A4.2 Water Supply Non-reticulated Areas		
N/A		Not applicable to a single lot.
A4.3 One additional lot in non reticulated area		
N/A		Not applicable



REQUIREMENTS

Asset Protection Zone (APZ)

Vegetation in the APZ is to comply with Schedule 1 Element 2 of the Guidelines as follows:

- **Fences:** within the APZ are constructed from non-combustible materials (e.g. iron, brick, limestone, metal post and wire). It is recommended that solid or slatted non-combustible perimeter fences are used.
- **Objects:** within 10 metres of a building, combustible objects must not be located close to the vulnerable parts of the building i.e. windows and doors.
- **Fine Fuel load:** combustible dead vegetation matter less than 6 millimetres in thickness reduced to and maintained at an average of two tonnes per hectare.
- **Trees (> 5 metres in height):** trunks at maturity should be a minimum distance of 6 metres from all elevations of the building, branches at maturity should not touch or overhang the building, lower branches should be removed to a height of 2 metres above the ground and or surface vegetation, canopy cover should be less than 15% with tree canopies at maturity well spread to at least 5 metres apart as to not form a continuous canopy.
- **Shrubs (0.5 metres to 5 metres in height):** should not be located under trees or within 3 metres of buildings, should not be planted in clumps greater than 5m² in area, clumps of shrubs should be separated from each other and any exposed window or door by at least 10 metres. Shrubs greater than 5 metres in height are to be treated as trees.
- **Ground covers (<0.5 metres in height):** can be planted under trees but must be properly maintained to remove dead plant material and any parts within 2 metres of a structure, but 3 metres from windows or doors if greater than 100 millimetres in height. Ground covers greater than 0.5 metres in height are to be treated as shrubs.
- **Grass:** should be managed to maintain a height of 100 millimetres or less.

Driveway

The driveway access will be suitable for a fire truck with a minimal 4m trafficable surface. A turn around with a diameter of 17.5m is to be provided near the dwelling. Any access gate installed along the driveway, shall have a minimum width of 3.6m.

Firebreak Order

By the 15 November until 24 April on land less than 4 hectares remove all flammable material from the property except living trees and shrubbery and maintain throughout the required period. The height of grass is not to exceed 50mm.







AS3959 Construction Standards

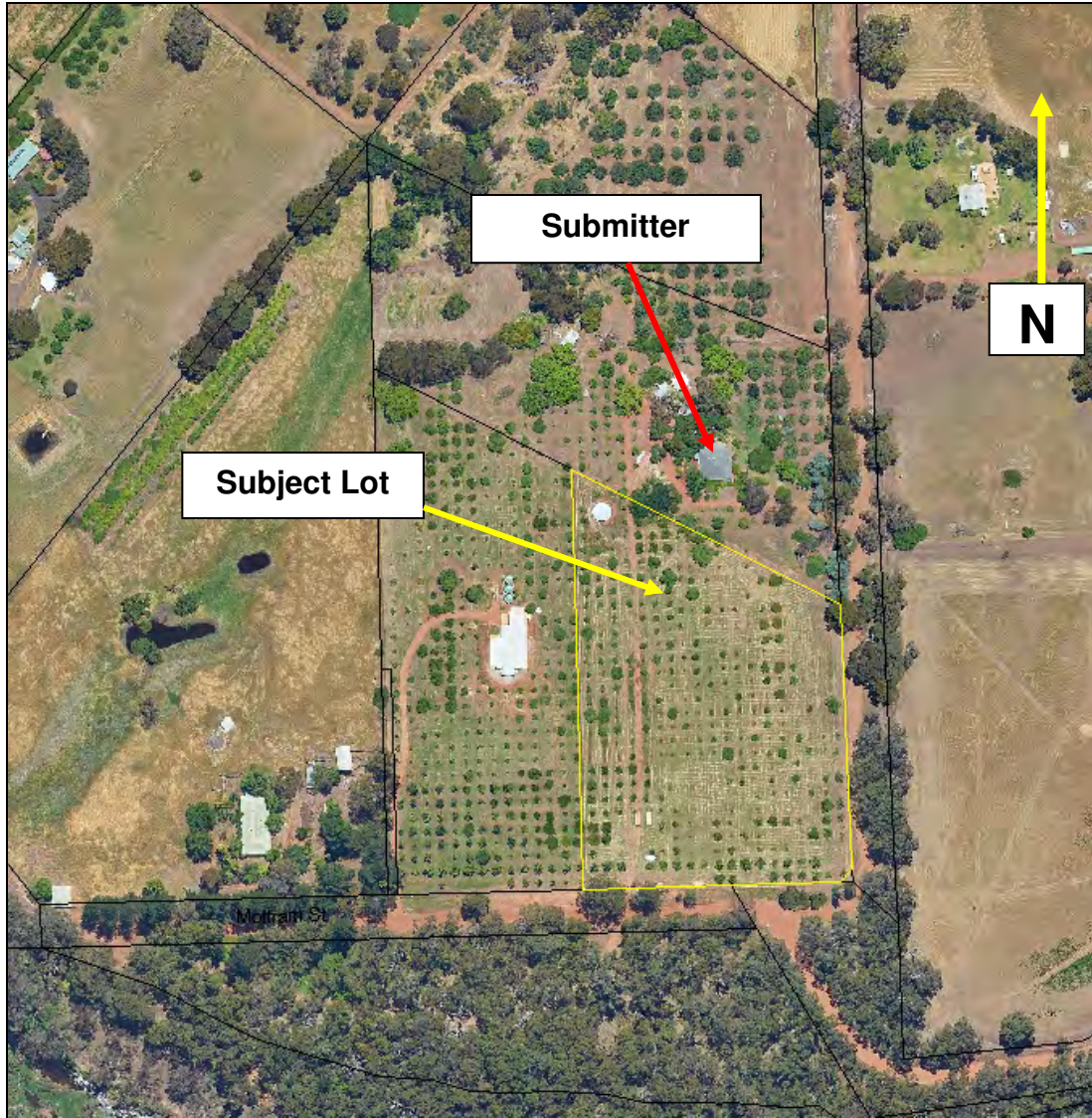
The dwelling has a BAL-29 rating as certified by N Thompson (BPAD 36648) dated 21 July 2019.

Maintenance

Installation and upkeep of the asset protection zone, firebreaks, water supply and the driveway are the responsibility of the landowner. The measures listed above shall be implemented prior to the occupation of the dwelling and shall continue to be maintained in perpetuity.

LEGEND

- SUBJECT LAND - - - - -
- PROPOSED DWELLING 
- SHED 
- DRIVEWAY 
- ASSET PROTECTION ZONE 
- HAZARD VEGETATION 
- HYDRANT 



**Retrospective Approval Application for Water Tank (Setback Variation) -
Lot 103 (9) Mottram Street, Bridgetown**

(Shire of Bridgetown-Greenbushes – Aerial Photo November 2017)

Mr Tim Clynych
 CEO
 Shire of Bridgetown Greenbushes

Mr Scott Donaldson
 Manager Planning
 Shire of Bridgetown Greenbushes

RE: RETROSPECTIVE APPROVAL FOR WATER TANK (SETBACK VARIATION) – LOT 103 (9) MOTTRAM STREET, BRIDGETOWN (Ref # A50659/O-PA201929017/P42/2019)

Thank you for your letter dated 2 July 2019 advising us that our neighbours are seeking retrospective approval for their water tank (140,000 litre) to remain just 6.1 metre from our common boundary and that their application did not address any of the requirements outlined in the Shire's "Siting of water tanks Policy", TP.21.

Whilst we would prefer not to have the tank located so close to our fence line, we accept this was an error and the cost of relocating the tank 1.5 metres an expensive remedy. That said, having lived beside this tank for 18 months, it does have significant visual impact on us due to its bulk (> 8.5 m wide x 3.5 m high) and highly reflective surfaces which catch the sun due to its position relative to our house (being south west of our house, its sides reflect the glare from the sun during the day which is compounded by the large top surface that reflects the afternoon light). The photos below illustrate the visual impact on us which is obviously even worse in the summer months.



Left photo: View from our bedroom window showing sides and top of water tank. A similar outlook is also visible from several other house rooms. Right photo shows proximity to fence line and that no attempt to screen the tank or reduce the glare from its reflective surfaces despite being installed about 3 years ago. Both photos show this tank is visible across the valley.

It should also be recognised that by virtue of its location at the top of the hill on this property, the tank is highly visible across the valley and from East Blackwood Terrace, adversely affecting the visual amenity of the valley.

To address our concerns, and improve the visual amenity for the surrounding areas, we strongly urge the Shire to enforce the requirements outlined its policy, TP.21, and direct the owners to:

- Plant and maintain suitable screening vegetation around the entire tank, and
- Paint the sides and roof of the tank in a non-reflective paint that is sympathetic to the local environment such as a soft green or similar, eg Colorbond "Pale Eucalypt" or "Evening Haze".

Suitable vegetation should not be a few trees, that will ultimately thin into trunks that will not provide a sustained screening effect, but shrubs spaced to provide full coverage around the entire tank perimeter and grow to a height of 2-3 metres. Bottlebrushes or similar may be suitable. Given the frequency of the neighbour's visits to Bridgetown in the past year, some form of reticulation to enable these plants to survive the summer months should also be required.

Given the long period of time this tank has been in breach of Policy TP.21, we feel that the Shire should set and enforce a short timeline for these requirements to be completed. Ideally, we would like to see the planting and painting completed within a month.

We have spoken to the other adjoining neighbour who, other than requesting the owners also ensure the overflow from the tank (now anticipated given the size of the house they have erected) be trapped on their land so as not cause erosion on his land, is fully supportive of our request that the tank be painted green and screened with vegetation.

Thank you once again for inviting us to provide our submission in relation to this matter. As we feel our requests are reasonable and in keeping with the Shire's policy requirements, we ask to be advised of the outcome of the Shire's deliberation, and an opportunity to raise this with the Council should our request not be fully supported.

Kind regards



Jim Codde and Liz Lloyd
15 Mottram Street
Bridgetown

21 July 2019

Scott Donaldson

To: Scott Donaldson
Subject: FW: I-EML201953325 - Re: Ref: A50659/O-PA201929017/P42/2019

Dear Scott

Thank you for visiting our house today to discuss the neighbour's retrospective water tank application. As previously stated, we are happy to accept it was accidentally located too close to our common boundary fence and that moving it would place a large cost impost on the owners and simultaneously fail to address the visual impact that the zincalume tank has on our property. As such, we are pleased that the owners have agreed to paint the sides of the tank but wish to reiterate that, due to the height difference in our properties as illustrated in the photo below, much of the reflected glare also comes from the tank's roof. The owner's concerns of water toxicity ensuing from painting the roof have been dismissed by the tank's manufacturer who advised us that special paints designed for this purpose are readily available from Bunnings and are in keeping with guidelines from the Commonwealth Department of Health.



Unlike the owners, we also remain of the view that further harmonisation of this large water tank requires the planting of screening scrubs around the tank's perimeter. At the very least, this should be around approximately half of the of the tank to reduce visibility from our house. With summer rapidly approaching, we are in agreement with you that these bushes should be reticulated to enable them to survive through the drier months.

We understand that you will raise our requests with the neighbours and if they are in agreement, the only other point we would like clarified is when this work would be completed? Should the owners however be unwilling to meet these requests, could you please confirm that this matter will be referred to the next Shire Council meeting so we can either plan to attend in person or send a submission to relevant Councillors?

Kind regards
Jim and Liz

15 Mottram Street
Bridgetown

From: Jim Codde [mailto:jim.codde@gmail.com]
Sent: Wednesday, 7 August 2019 6:33 PM
To: Scott Donaldson
Cc: Elizabeth Lloyd
Subject: Re: I-EML201953325 - Re: Ref: A50659/O-PA201929017/P42/2019

Hi Scott

Just for your information, we also have a Heritage water tank and paid about \$250 extra to have it powder coated. For those who subsequently want to paint their tanks, they recommend either:

- use paints suitable for steel with no toxicity (available from Bunnings), or
- contact a company that will powder coat the tank for them (also non toxicity)

Cheers Jim & Liz

From: Jim Codde [mailto:jim.codde@gmail.com]
Sent: Wednesday, 7 August 2019 12:15 PM
To: Scott Donaldson
Cc: Elizabeth Lloyd
Subject: Re: I-EML201953325 - Re: Ref: A50659/O-PA201929017/P42/2019

Hi Scott

Thanks for the update. I am pleased that they seem to have agreed paint the sides of the tank (? colour) and to screen it with plants, although from your email I am not sure whether they have given their "in-principle" agreement about the screening but think lack of space and survivability could be an issue?

Given there is over six metres between the tank and the nearest fence boundary, I know from looking at the space last week that there is plenty of space for the type of bushes we have suggested. The issue of survivability just involves the installing a small reticulation system to assist the plants in the summer months and is essential if these plants are to last through summer. Power and water are both available at the tank so this shouldn't be an impossible request.

Their decision not to paint the top of the tank is of major concern to us. As we are located higher up the hill them, the tank top is a significant source of light reflection that is visible from many parts of our house and property. It should be noted that our roof has been painted to preserve the sheeting and products like [RoofBond](#) are available if they don't want to use normal acrylic paints. Similarly, painting of roofing feeding into water tanks is in keeping with safety advice from the [Commonwealth Health Department](#) which sees other sources of contaminants as the issue:

*Roof catchments used in the collection of rainwater for drinking should not include uncoated lead flashing. Alternative materials should be used in new roofs or when renovating or extending roofs. In existing roofs, **painting of uncoated flashing will reduce the risk of contamination**. Lead may also enter rainwater from lead washers for roofing screws. These can be replaced with plastic washers. Leaching of lead into roof run-off may be more of a problem from poorly maintained roofs and gutters, where the process could be increased by the action of water made acidic with organic substances from materials such as leaf litter.*

Liz and I will be in Bridgetown this weekend and were planning to return to Perth on Monday morning. You are of course welcome to come on to our property to review the situation although we do lock the entry gates when we depart which may it more difficult. If you can make it to our place prior to midday on Monday, I am sure we can meet on site?

Kind regards

Jim & Liz

From: Jim Codde [mailto:jim.codde@gmail.com]
Sent: Sunday, 21 July 2019 1:37 PM
To: BTNSHIRE
Cc: Elizabeth Lloyd
Subject: I-EML201953325 - Re: Ref: A50659/O-PA201929017/P42/2019

Thank you for your recent letter advising us about our neighbours seeking retrospective approval for a variation to the setback of their water tank at Lot 103 (9) Mottram Street, Bridgetown.

Please find attached our submission pertaining to this issue. I would appreciate confirmation of receiving this email.

Kind regards

Jim Codde & Liz Lloyd

Laif Cross

18 Discovery Circuit ILUKA | 0433 107 710 | poob@iinet.net.au

29 May 2019

Chief Executive Officer
Shire Bridgetown-Greenbushes

Dear Chief Executive Officer

Development Application for Water Tank

9 Mottram Street Bridgetown

I apply for development approval for an existing water tank for Lot 103, 9 Mottram Street Bridgetown ("Land").

The Land currently comprises an orchard with some cleared areas. The Land is approximately 5 acres and is zoned rural. It is the last lot within the town border to the east. There are existing residential dwellings on surrounding lots to the west and north which are also approximately 5 acre lots. Building is now underway for the dwelling on the Land.

There is no mains water connected to the Land or the neighbouring lots. Accordingly development approval for the water tank (and dwelling now under construction) was applied for and granted in 2017.

When the water tank was installed it was not installed in the correct location. The original development approval cited the tank at 7.5 m from the Western Boundary, and 7.5 m from the north boundary. I engaged P. A Doust & Co, a reputable local firm to carry out the preparation works for the tank. Heritage Water tanks installed the tank on the pad created by Doust. It was not apparent until advised by the Shire in mid-May 2019, following a complaint by the northern neighbour that the tank had not been installed in the correct location.

It is unclear why the tank was not installed in the correct location. It would seem the contractor made an error in measurements. It should be noted at that time, there was no fence from which measurements could be taken. The fence to the northern boundary was installed by the landowners of that lot in April 2019. What is certain is that the incorrect location of the tank was entirely innocent, there being no benefit to me of having the tank installed in a location other than the one approved.

The Shire has measured the tank at 8.3 m from the western boundary (0.8m variation) and 6.1 m from the northern boundary (1.4m variation). The variances are very minor, 9.3% and 18% respectively. I have not had the opportunity of measuring the distances myself and have made this application on the basis that the Shire's measurements are correct.

I seek development approval for the water tank in the existing location on the basis that it is impractical and detrimental to move the tank:

1. a new pad would have to be constructed for the tank;
2. the existing tank would have to be completely emptied (it is a 135,000 litre water tank and is approximately 3/4 full);
3. it will be difficult to empty the tank without affecting the landowner on the western boundary as that lot is downhill - there would be issues with erosion and loss of top soil;
4. water is a precious resource and it would be wasteful;
5. once emptied the tank would need to be dismantled;
6. Heritage Water tanks advise there is a very high likelihood of damaging the liner in the tank during the dismantling and moving process, particularly around the fittings;
7. the tank would then have to be re-assembled;
8. the tank would have to be filled with at least 10,000 L of water (to be purchased and delivered by truck) to stop it from blowing away;
9. the Land would be vulnerable in case of a fire, there being no mains water or other water source available in the event a fire should occur whilst the tank is being emptied, dismantled, earthworks undertaken and then re-erected and filled (perhaps several weeks); and
10. there would be no water available at the site for use by contractors who are carrying out building work on the new dwelling which is under construction.

In addition, the variation to the setback on the western boundary means that the tank is further away from the adjoining landowner to the west. No variation to minimum setbacks is required. There is no impact on the western boundary landowner from moving the tank 0.7m.

Whilst a variation to the minimum setback is required for the northern boundary, the variation is only 1.4 m closer to the boundary with the adjoining landowner to the north. The location of the tank 1.4 m closer to the boundary will have no impact on the adjoining landowner because:

1. the only possible impact of the tank on adjoining landowners could be its visibility;
2. the water tank was unconditionally approved at 7.5 metres and it will be no more or less visible 1.4m closer to the boundary;
3. a distance of 1.4m in respect of the size of the tank is not ascertainable by the naked eye;
4. there are no buildings or outbuildings in the vicinity of the tank (the lots are rural zoned and the area around the tanks on all three landowners is orchard - this was one of the main factors in locating the tank here in the first place);
5. the tank is not visible from the house on the northern adjoining land; and
6. there are existing trees which screen the tank from the neighbours.

No screening or painting of the tank is required because:

1. Under the 2017 development approval the tank was approved without screening or painting and at 7.5m from the boundary;
2. the tank being 1.4m closer to the northern boundary does not make the tank any more visible;
3. there are already established trees to the north of the water tank (see attached photo taken by adjoining landholder looking south west) as well as to the north east of the tank and it is largely obscured from the adjoining land;
4. the tank is not visible from the residence of the adjoining landholder (see attached photo taken by adjoining landholder from window looking south);
5. the Land slopes uphill to the north and east of the tank so that in viewing the tank from the adjoining land effectively one looks 'over' the tank, and not at it;

6. the earthworks for the tank necessitated a cut with the high side on the north side of the tank, meaning the lower portion of the tank is hidden by the embankment; and
7. The finishes were chosen for cost efficiency and appropriateness to the rural landscape, as well as to match the roof of the dwelling.

There are no other impacts arising from the proposed change in location - there is enough room to slash the land behind the tank and maintain adequate fire breaks.

I also note that the tank was in situ at the time the current northern landowners purchased the tank. To my knowledge no complaint about the tank was made by the previous landowners. Further the current northern landowners have issues with other items on the Land required for building and only after their unhappiness with that was any issue with the tank location raised. This provides evidence that the tank in its current location has no impact on the surrounding lots. If it did, one would expect a complaint at the time of installation.

In summary the existing tank was unconditionally approved at 7.5m from the north and western boundaries. An unfortunate set of events has caused the tank to be installed in a slightly different location to that identified in the development approval. The only question for the Shire to consider therefore is whether the present location of the tank as opposed to the approved location has any impact on the adjoining landowners or the Land. Such a small change to the location cannot make any difference. Moreover, moving the tank is impractical and would adversely affect a local business. (who would possibly have to make good on the incorrect installation).

The estimated cost of the development is \$0 (there is no cost for the tank to remain in its current location).

I look forward to your response in due course. Please do not hesitate to contact me if you have any queries.

Yours Sincerely,

Laif Cross





water tank

screened by trees



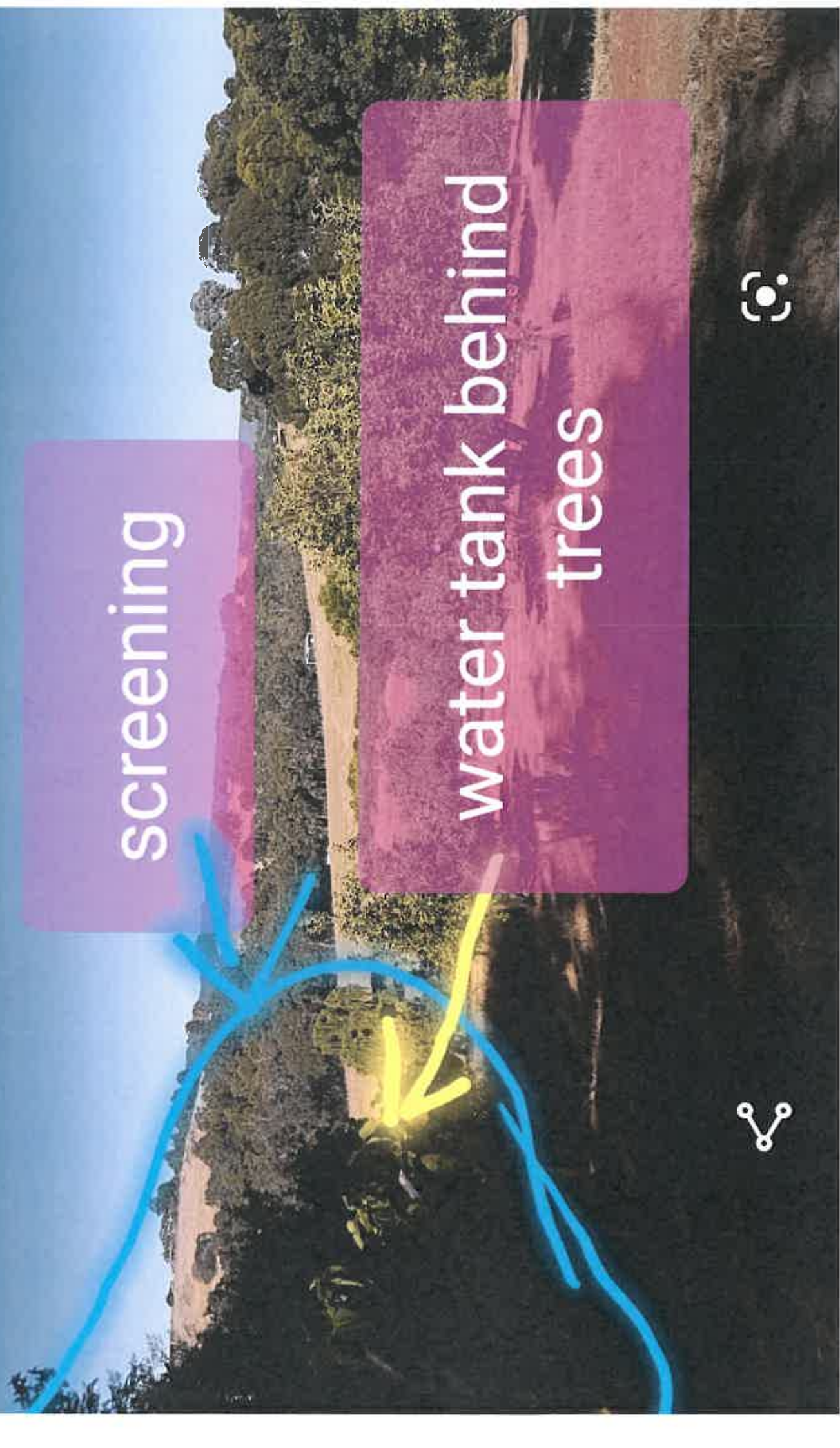
Google

Mottram St

Bridgetown WA 6255 · 🚗 3 hr 9 min

screening

water tank behind
trees



Scott Donaldson

To: Scott Donaldson
Subject: FW: I-PA201952958 - Development Application Ref P42 /2019 9 Mottram Street
Bridgetown
Attachments: Water Tank Engineering Plan.pdf; image001.jpg

Good morning Scott

I forgot to mention in my email last night also that the actual area which protrudes into the 7.5 m setback is actually only a very small part of the tank. The measurement off the fence is taken at the widest part of the tank, and as it is round, the sides quickly taper away. This means the total area for consideration extending into the minimum setback is inconsequential - it could only be a few square metres – perhaps 5 at the most. I've made a basic markup on the attached plan.

Also the height of the tank – in addition to the screening, the tank is screened by an embankment. The height of the roof of the tank sits significantly below the existing height of the boundary fence. Whilst we have not measured the height of the boundary fence I'd estimate it would only be 1.2 m tall. I'd estimate it only sticks up about 500m above ground level on the rear boundary.

Let me know if you have any queries.

Thanks
Bianca

Sent from Mail for Windows 10

From: Bianca and Laif
Sent: Thursday, 15 August 2019 10:09 PM
To: Scott Donaldson
Subject: RE: I-PA201952958 - Development Application Ref p42 / 20199Mottram St Bridgetown

Hi Scott

Thanks for your time on the phone earlier today.

Roof Paint

We are not prepared to paint the roof of the tank. Whilst we agree that there is non-toxic paint, there are no standards about what non-toxic is, and this phrase simply means the paint is not poisonous. There are legitimate health concerns around paint which comes into contact with drinking water supply – particularly where it is exposed to the elements over a prolonged period of time. Lead paint is toxic, others are non toxic; but all paints are chemicals.

This is a link to Department of health brochure regarding products assessed to AS 4020 – the standard which deals with substances coming into contact with drinking water supply.
<https://ww2.health.wa.gov.au/~media/Files/Corporate/general%20documents/water/PDF/MaterialsSubstancesDrinkingWater.pdf>

Schedule 5 provides a list of products which meet the standard. None are paints. I researched one WattyI epoxy product listed (epinamel dtm985) however even if this was suitable and affordable, this product only complies with the standard in factory made white.

In our view and as a matter of common sense, any health concern must override any visual impact even if that was significant (which is not the case here).

Neighbours' Tanks

We note that the objectors have numerous water tanks on their land – at least 4. 2 of these appear to be new and located within 7.5 metres of the boundary with Mottram Street. They are clearly visible from the road.

Visual Impact

We note your comment that the tank can be seen through gaps in the trees from the residence on the objectors' land.

We can see their existing water tanks from our land. We can see our other neighbours 3 water tanks from our land. It is common throughout all the Shire of Bridgetown to see water tanks – such is the landscape in a rural community.

We understand that the standard to be considered isn't whether the tank can be seen at all. It is whether as a result of the reduced setback the location of the tank has a detrimental impact on the amenity of the neighbours' land or wider locality. We do not see how such a small change can have any detrimental impact on the neighbours' land. If there is any glare (through the trees), then the glare would have been there regardless of the proposed variation. It is a significant distance from their residence and not located near their garden. Their residence does not directly face the water tank.

Conclusion

We understand that it is both common and reasonable for rear boundary setbacks to be reduced for incidental structures such as water tanks, particularly where the size of the structure is small.

The proposed set back variation applied for is minimal – 7.5 m to 6.1 (1.4m) (assuming the fence is on the boundary).

Having regard to at least the existing partial screening (which we submit in spring summer and most of autumn would be full screening when the trees are in leaf) in our view the change to the tank location does not warrant any screening or painting of the tank.

We understand that the matter will proceed to Council for a determination and thanks for letting us know the process.

Thanks

Bianca and Laif

From: poob@inet.net.au [mailto:poob@inet.net.au]

Sent: Tuesday, 30 July 2019 10:38 PM

To: Scott Donaldson

Subject: RE: I-PA201952958 - Development Application Ref p42 / 2019 9 Mottram St Bridgetown

Hi Scott

Thanks very much for your discussion with Bianca earlier today.

We are pleased that the neighbours have moved from their position of asking for the tank to be moved. I remain of the view that there is no visual impact of the tank being 1.4 metres closer to the boundary than the approved location. As I mentioned on the last occasion we spoke I feel the tank complaint has simply been motivated by other development on our land which the neighbours disapprove of. This is evidenced by a recent planting of shrubs almost the whole length of the common boundary – which stops just short of the tank. If the concerns were legitimate it would be very easy to continue these plantings for another few metres. We were also approached by

the neighbours last year about our tank – they had been to inspect it and asked us about capacity etc and no complaint was made then – see attached.

However, I am mindful of the effort and time in having to have this matter proceed to Council for determination. Therefore in the interest of trying to move to a resolution, I would propose that we paint the tank walls only in monument (a dark colour – more effective than green as we see the other neighbour’s green tanks, and to match the house – this is similar to the colour of the neighbours own new tank : see attachment).

I am unable to agree to painting the tank roof – the roof of the tank collects the water and I have serious health concerns about leaching of chemicals from paint, and also in the long term of paint degrading and getting into the tank. The tank is the only source of drinking water available for the property.

In regards to the vegetation screening, in my view planting the entire perimeter of the tank is not justifiable. I have thought more about screening along the side of the boundary however I have concerns that any plants will not survive, even if they are natives. The ground is sloped around the tank, there are existing trees which will compete for water, and there is no irrigation or means of having irrigation. As noted the only water source is tank water and watering of any plants was not taken into account when choosing the tank capacity. We also do not live at the property and are not there to provide the water they will need to get established initially or in times of drought down the track. It will also make getting around with the tractor difficult – whilst this is achievable now, the space will be narrower with plants there. We cannot plant them up against the fence as this will cause a problem with the fence (if they don’t die and actually grow).

I am hopeful that painting the tank walls will be enough of a good will gesture in the circumstances to avoid any more time spent on it for everyone’s sake. I will await to hear from you but if you need to clarify anything please let me know or give myself or Bianca a call.

Kind regards

Laif Cross

From: Laif Cross [<mailto:poob@inet.net.au>]
Sent: Wednesday, 29 May 2019 9:04 PM
To: Scott Donaldson
Subject: I-PA201952958 - Development Application Ref p42 / 2019 9 Mottram St Bridgetown

Dear Scott

I refer to your letter dated 16 May 2019 and our subsequent emails.

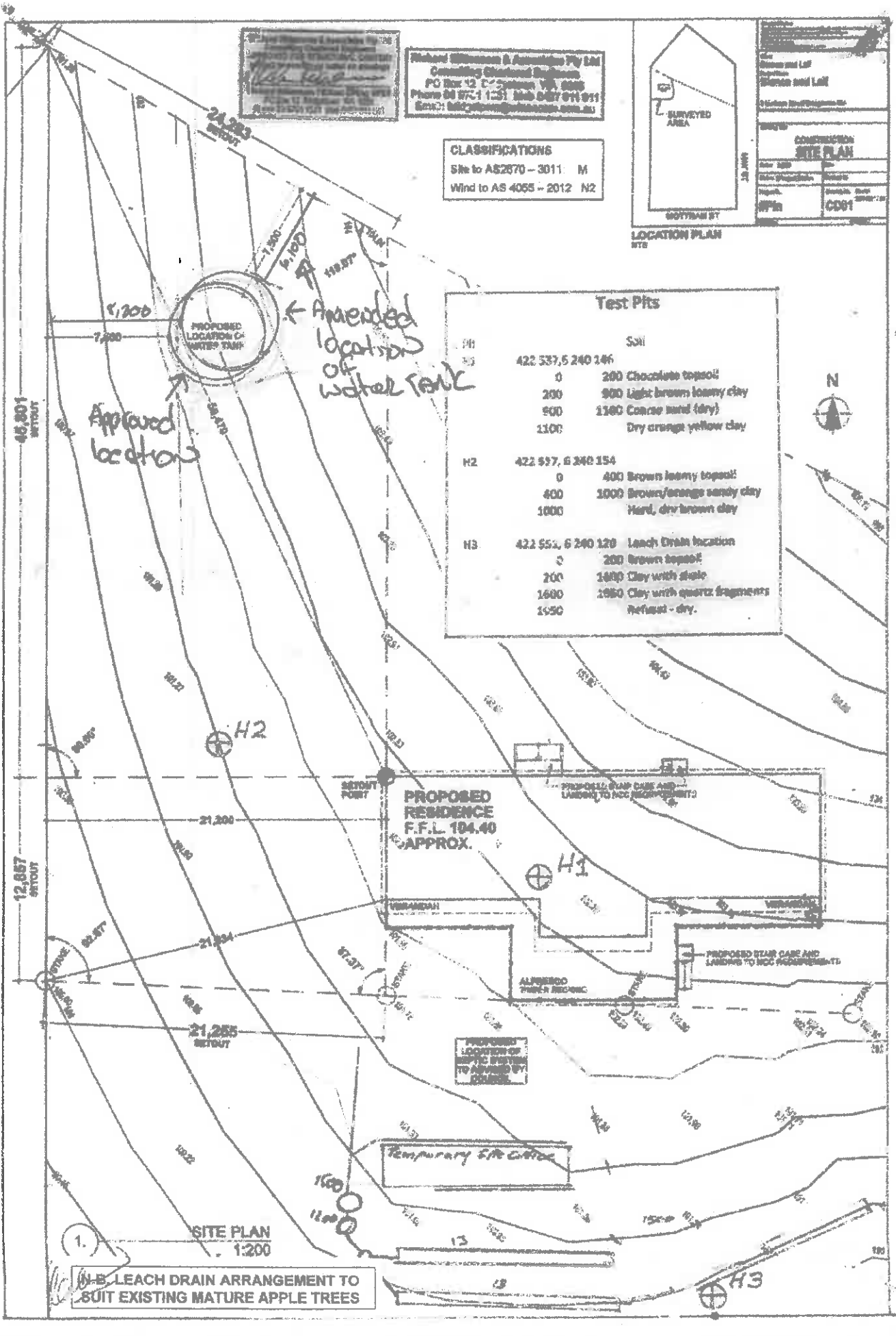
I attach:

1. Letter to the CEO;
2. Development Approval Application Form;
3. Site Plan showing existing approval and amended location of water tank;
4. Engineering for Water Tank (Submitted with the earlier building licence application);
5. Aerial Photo showing approx location of water tank and screening by trees;
6. Photograph looking west showing screening by trees;
7. Photograph of water tank taken on the boundary looking south.

As I am not in Bridgetown, and you have requested this application by Thursday 31 May (although Thursday is the 30th so have assumed you meant that), I have not had the opportunity of measuring the water tank myself, or taking photos specifically for this application. As discussed you have been and seen this for yourself. If you need any additional photos please let me know.

I will ring through and pay the fees.

Kind regards
Laif Cross





LEASE

21 Blackwood Road, Greenbushes, Western Australia

SHIRE OF BRIDGETOWN-GREENBUSHES

("Lessor")

AND

**Greenbushes Community Garden Sub Committee of the Greenbushes Ratepayers
and Residents Association Inc.**

("Lessee")

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THIS DEED is made the

day of

2019

B E T W E E N

SHIRE OF BRIDGETOWN-GREENBUSHES of 1-3 Steere Street, Bridgetown, Western Australia ("Lessor")

AND

Greenbushes Community Garden Sub Committee of the Greenbushes Ratepayers and Residents Association Inc.
("Lessee")

RECITALS:

- A. The Lessor is the registered proprietor of the Land.
- B. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms of the Lease.

THE PARTIES COVENANT AND AGREE:

1. Definitions, 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 the Schedule;

"Business Day" means a day not being a Saturday or Sunday or public holiday gazetted in Western Australia;

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

"Common Areas" means the areas of the Land set aside by the Lessor (if any):

- (a) for the common use of the lessees of the Land and their Authorised Persons;
- (b) for use by the Lessor for the benefit of the lessees of the Land and their Authorised Persons;
- (c) for use by members of the general public,

including all (if any) roads, driveways, common parking areas, entrance and exit ways, walkways, malls, corridors, passageways, stairways, toilets,

washrooms, rubbish storage areas and common storage facilities in or on the Land;

"Conditions Precedent" means the conditions precedent set out in clause 2.2;

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

"CPI Rent Review Dates" means each CPI rent review date specified in item 12 of the Schedule;

"Current CPI" means the Consumer Price Index number last published before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

"Current Market Rent" means the rent obtainable at the relevant Market Rent Review Date in a free and open market if the Leased Premises were unoccupied and offered for rent for a use permitted by and on the same terms as are contained in this Lease determined on the basis that the following are taken into account :

- (a) any rent payable under a lease at the time of the Market Rent Review Date by a sitting tenant of comparable premises in a comparable building;
- (b) the highest and best use of the Leased Premises;
- (c) the provisions of this Lease;
- (d) the period which will elapse between the Market Rent Review Date and the immediately following Market Rent Review Date or, if there is no following Market Rent Review Date (whether under the Lease or under any lease for a Further Term), the date of Termination;
- (e) the Term and the benefit of any option to renew;
- (f) any refurbishments or improvements to the Leased Premises commenced by the Lessor as if those refurbishments or improvements were completed by the Market Rent Review Date;
- (g) any other criteria that the Lessor stipulates as relevant as notified to the Lessee and the Valuer by the Lessor; and
- (h) any other criteria, not inconsistent with any provision in this Lease, which the Valuer regards as relevant to the determination;

and the following are disregarded:

- (i) any default by the Lessee under this Lease;
- (j) any part of the Term which has expired;
- (k) any damage to the Premises or the building in which the Leased Premises are situated which the Lessor intends to repair;

- (l) the value of the Lessee's Fixtures and any goodwill created by the Lessee's use of the Leased Premises;
- (m) any concession, abatement, inducement or reduction (whether in respect of rent, fitout or otherwise) allowed, granted or paid to secure a tenant for the Leased Premises or which is usually allowed, granted or paid to secure a tenant of any premises described in paragraph (a);

"Event of Default" means the events specified in clause 18 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;

"Fixed Rent Increase Date" means each fixed Rent increase date specified in item 12 of the Schedule;

"Further Term" means any further term for which this Lease is granted pursuant to Item 9 of the Schedule;

"Land" means the land described in item 3 of the Schedule;

"Lease" means this deed and the Schedule and appendices and plans as amended from time to time and any attachments;

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

"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 Works as prepared by or on behalf of the Lessee;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons;

"Lessee's Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

"Lessee's Rights" means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor's Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee's Operations from the Leased Premises;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in the Leased Premises and any Lessee's Fixtures which are re-classified by the Lessor as Lessor's Fixtures in accordance with this Lease;

"Lessor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

"Maintain" means maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Market Rent Review Dates" means each market rent review date specified in item 12 of the Schedule.

"Outgoings" has the meaning set out in item 11 of the Schedule;

"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;

"Previous CPI" means the Consumer Price Index number last published before the date which is 12 months before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

"Rate" means 6% per annum;

"Refurbish" includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and fittings and upgrading the Leased Premises generally;

"Relevant Authority" means any body 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 any part of the Land or Leased Premises are or will be connected;

"Rent" means the rent specified in item 8 of the Schedule;

"Rent Review Date" means, as the context requires, either a CPI Rent Review Date, a Market Rent Review Date or a Fixed Rent Increase Date, as specified in item 12 of the Schedule;

"Schedule" means the schedule to this Lease;

"Services" means electricity, gas, oil, fuel, water or other similar commodity, facility or service in or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

"Shire" means the Shire of Bridgetown-Greenbushes acting in its capacity as local government;

"Term" means the term specified in item 7 of the Schedule;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease; and

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

1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally;
- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do any thing includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

1.3 Discretion of Lessor as Shire

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor in its capacity as the Shire under any Written Law and in particular does not fetter the Lessor in its capacity as the Shire with regard to the approval or imposition of condition on any approval required for the development of the Leased Premises or carrying out of the Lessee's Works in accordance with this Lease.

2. Operative part

2.1 Lease of Leased Premises

Subject to the Conditions Precedent, 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 Conditions Precedent

- (a) This Lease is subject to and expressly conditional upon:
 - (i) the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property ("**Local Government Condition**"); and

- (ii) the Western Australian Planning Commission (“WAPC”) approving this Lease, if such approval is required by law (“WAPC Approval Condition”).

(b) The Parties covenant and agree that:

Best endeavours

- (i) where relevant, the Parties will each use their best endeavours to satisfy the Conditions Precedent;

Local Government Condition

- (ii) the Lessor will bear all costs associated with satisfying the Local Government Condition;

WAPC Approval Condition

- (iii) if the approval of the WAPC is required and if the Lessor has not already done so, the Lessor will make an application for such approval within three (3) months after the date of the Lease;
- (iv) the Lessee will bear all the costs associated with satisfying or attempting to satisfy the WAPC Approval Condition, including but not limited to any application fees;
- (v) if the WAPC:
 - (A) refuses to grant the approval; or
 - (B) grants the approval subject to a condition with which the Lessor in its sole and absolute discretion is unwilling to comply with or considers not otherwise acceptable and the Lessor at any time after being notified of the condition elects, by notice in writing to the Lessee, to withdraw from the Lease;

THEN this Lease but for this Clause 2.2 ceases to have effect and no Party has any claim against any other Party.

2.3 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

2.4 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:

3.1 Improvements to Leased Premises

the Lessor may at any time carry out improvements to the Leased Premises, including, without limitation:

- (a) construct new buildings on the Land;
- (b) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (c) 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;

3.2 Right to enter

- (a) 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:
 - (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
 - (ii) comply with any requirement or order of any local government or other Relevant Authority;
 - (iii) 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 or the Land;
 - (iv) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
 - (v) 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;

- (b) 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; and

- (c) the Lessor's right of entry under this clause 3(b) allows the Lessor to enter the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken, with all necessary plant, equipment and materials to effect those works.

3.3 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 written consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

3.4 Re-classification of fixtures and fittings

The Lessor may by notice to the Lessee at any time or times re-classify those Lessee's Fixtures which it reasonably considers form an integral part of the Leased Premises as Lessor's Fixtures. Ownership of the Lessee's Fixtures specified in the notice will pass to the Lessor on the giving of the notice and the Lessee shall have no right of compensation against the Lessor for such re-classification.

3.5 Control of Common Areas

The Lessor reserves the right to:

- (a) control the operation and use of the Common Areas;
- (b) change the area, level, location and arrangement of the Common Areas;
- (c) close temporarily the Common Areas for the purpose of carrying out maintenance or construction works;
- (d) close temporarily the Common Areas for the purpose of carrying out maintenance or construction works; and
- (e) police the Common Areas.

4. Rent

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of the Schedule, without any deduction, set-off or abatement.

5. Rent review

5.1 General

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following paragraphs of this clause 5.

5.2 CPI Rent Review

- (a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the sum calculated on the basis of the following formulae

$$RR = (R \times CCPI) \text{ divided by } PCPI$$

Where:

“RR” = the annual Rent as reviewed;

“R” = the annual Rent payable immediately before the relevant CPI Rent Review Date;

“CCPI” = the Current CPI; and

“PCPI” = the Previous CPI.

- (b) The Lessor may not earlier than three (3) months before a CPI Rent Review Date give the Lessee a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Rent Review Date (“CPI Rent Review Notice”), except that the failure of the Lessor to give such a notice before the CPI Rent Review Date does not preclude the Lessor from giving such a notice in respect of that CPI Rent Review Date at any later time.

- (c) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review, the Consumer Price Index number is not published or, in the opinion of the Lessor there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining Previous CPI, then the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Rent Review Date; and
- (ii) in respect of Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that CPI Rent Review Date;

and the actuary's determination will be binding on the Lessor and the Lessee and the Lessor and the Lessee will pay the actuary's costs in equal shares.

5.3 Market Rent Review

- (a) With effect from each Market Rent Review Date, the Lessor shall review the Rent in the manner set out in this clause 5.3.
- (b) The Lessor may not earlier than three (3) months before a Market Rent Review Date give the Lessee a notice setting the Rent at a Rent which the Lessor considers to be the Current Market Rent ("Market Rent Review Notice") except that the failure of the Lessor to give such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.

5.4 Determination of Current Market Rent

If the Lessor reviews the Rent to the Current Market Rent and the Lessee disagrees with the Lessor's determination, the Lessee shall give the Lessor a notice within ten (10) Business Days of service of the Market Rent Review Notice on the Lessee disputing the Lessor's determination ("Dispute Notice"), and the Current Market Rent shall be determined:

- (a) by agreement between the Lessor and the Lessee; or
- (b) if the Lessor and the Lessee cannot agree on the Current Market Rent, by a licensed valuer nominated by the Lessor and the Lessee; or
- (c) if the Lessor and the Lessee cannot agree on a licensed valuer, by a licensed valuer nominated by the Lessor and a licensed valuer nominated by the Lessee, but if either party fails to nominate a licensed valuer, that party's nomination shall be made by the President of the Australian Property Institute (Inc) (WA Division) at the request of the other party; or
- (d) if the licensed valuers appointed by the Lessor and the Lessee cannot agree on the Current Market Rent, by a licensed valuer nominated by the President of the Australian Property Institute (Inc) (WA Division) at the request of either party;

and the licensed valuer or valuers shall:

- (e) be a member of the Australian Property Institute (Inc) (WA Division) and have no less than five years' experience in carrying out rent reviews in metropolitan retail complexes;
- (f) determine the Current Market Rent within seven (7) Business Days of appointment;
- (g) act as an expert and not as an arbitrator; and
- (h) give the Lessor and the Lessee the licensed valuer's determination in writing setting out the reasons for it;

and:

- (i) the annual Rent as reviewed and payable from the Market Rent Review Date shall be the Current Market Rent as determined by the valuer under this clause 5.4;
- (j) the Lessor and the Lessee shall be obliged to pay the valuer's fees in equal shares except where the valuer's determination is equal to or greater than the Lessor's determination of Current Market Rent, when the Lessee shall pay the whole of the valuer's fees;
- (k) if the Lessee gives a Dispute Notice the Lessee shall nevertheless pay the reviewed Rent stated in the Lessor's Market Rent Review Notice until the amount of the reviewed Rent is determined as specified in clause 5.4 provided that:
 - (i) if the Current Market Rent determined by the valuer is less than the Current Market Rent determined by the Lessor, the Lessor shall credit the Lessee with the amount of the overpayment in respect of any future instalments of Rent due; or
 - (ii) if the Current Market Rent determined by the valuer is more than the Current Market Rent determined by the Lessor, the Lessee shall immediately pay the Lessor the amount of the underpayment for the period from the Market Rent Review Date; and
- (l) if the Lessee fails to give a Dispute Notice within the ten (10) Business Days period stipulated in this paragraph 5.4, the Current Market Rent as determined by the Lessor and set out in the Lessor's Market Rent Review Notice shall apply and is payable by the Lessee from the relevant Market Rent Review Date.

5.5 Fixed Increase of Rent

With effect from each Fixed Base Rent Increase Date, the Base Rent payable by the Lessee shall be a sum calculated on the basis of the Base Rent payable immediately before that Fixed Base Rent Increase Date:

- (a) added to the sum specified in item 12 of the Schedule next to each Fixed Base Rent Increase Date; or
- (b) multiplied by the percentage specified in item 12 of the Schedule next to each Fixed Base Rent Increase Date.

6. Outgoings

The Lessee must pay to the Lessor the Outgoings on demand by the Lessor, or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

7. Use of Leased Premises and Facilities

7.1 The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 5 of the Schedule 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.

7.2 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 any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

8. Security of Leased Premises

8.1 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.

8.2 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.

9. Leased Premises Name in Lessee's Name

9.1 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.

9.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

10. Covenant to repair and maintain

10.1 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) regularly service and maintain any air-conditioning plant and equipment which services the Leased Premises;
 - (f) maintain the Lessee's Fixtures in clean and good condition;
 - (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
 - (h) replace any broken glass in the Leased Premises.
- 10.2 If there is carpet or other floor coverings in the Leased Premises, the Lessee shall keep the carpet and other floor coverings clean and promptly repair any damage to them.
- 10.3 If the Lessee does any work, which affects the Leased Premises, such as 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 any Relevant Authority and all laws and standards;
 - (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
 - (c) carry out the work in a safe and proper manner;
 - (d) use only good quality materials;
 - (e) employ only qualified and competent persons; and
 - (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

10.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 10.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 10.1.
- (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 10.1 and 10.4(b) for the avoidance of any doubt the Lessee is obliged to improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects.

11. 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 to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Fixtures;
- (c) pay the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - (i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - (ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - (i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - (ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - (iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and

- (iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Day's notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence and provide a copy of each such authority and licence to the Lessor upon request by the Lessor; and
- (m) if the Lessor arranges the cleaning of the Leased Premises, pay to the Lessor on demand the cost of cleaning the Leased Premises.

12. **Negative covenants**

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior written 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 written 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 12 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) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior written consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior written consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises or the Common Areas to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or any neighbour of the Leased Premises, their visitors, agents, employees, licensees, contractors or invitees;
- (j) without the Lessor's prior written consent erect or place outside the Leased Premises any radio or television aerial or antenna or similar device;
- (k) without the Lessor's prior written consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the Land other than garden waste;
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or

- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

13. Lessee's Obligation 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 the Schedule 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 updated, amended or varied from time to time;
- (b) not without the Lessor's prior written consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

14. Indemnities

14.1 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 any thing 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 and fails to do so.

14.2 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.

15. Assignment

15.1 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.

15.2 Property Law Act excluded

Sections 80 and 82 of the *Property Law Act 1969 (WA)* are excluded.

15.3 Lessor may consent to assignment or sublease

The Lessee will not be in breach of the covenant in clause 15.1 of this clause in respect of an assignment or a sublease of the whole or part of the Leased Premises if the Lessor consents to the assignment or sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) The Lessee satisfies the Lessor that:
 - (i) the proposed assignee or sub-lessee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Lessee under this Lease or the sub-lessee under a sublease of this Lease whichever the case may be;
 - (ii) the proposed assignee or sub-lessee intends to use the Leased Premises for the Authorised Use or if not for the Authorised Use then for such other purpose as is approved by the Lessor;
 - (iii) there is no Rent or other money payable under this Lease due but unpaid; and
 - (iv) there is no unremedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term; and
- (b) if required by the Lessor, the Lessee procures the execution by the proposed assignee of an assignment of lease, or by the proposed sub-lessee of a sublease, prepared by the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and which are acceptable to the Lessor.

15.4 Compliance with Written Law

The Lessee acknowledges and agrees that the Lessor, in granting its consent under this clause, must comply with its obligations under any Written Law, including but not limited to section 3.58 of the Local Government Act 1995.

16. Damage, Destruction or Resumption

16.1 Definitions

In this clause 16:

- (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.

16.2 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 16.2(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.

16.3 Either Party May Terminate

If clause 16.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

16.4 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.

16.5 Exceptions

Clauses 16.2, 16.3 and 16.4 will not apply where:

- (a) the damage or destruction was caused by, 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.

16.6 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.

16.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 16 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

16.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 16 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.

16.9 Lessor Not Obligated to Reinstate

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

16.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 16, the Lessee will have no interest in the insurance proceeds.

16.11 Resumption of Leased Premises

If the Leased Premises is resumed by any Relevant 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.

17. Limit of Lessor's liability

17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state of 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, airconditioning, 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 judgment 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.

17.2 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.

17.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of Services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

17.4 Lessor only liable while Registered Proprietor

The Lessor is only liable for any breaches under this Lease occurring while it is the registered proprietor of the Land.

17.5 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.

18. 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 a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

19. Lessor's powers on default

19.1 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.

19.2 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 constitutes 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
- (iii) advertising the Leased Premises for re-letting.

19.3 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.

19.4 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 default by the Lessee or the continuance of that default.

20. Essential terms

20.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 6, 7, 10, 13 and 15 of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

20.2 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.

20.3 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.

20.4 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.

20.5 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 20.4.

21. Termination

21.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

21.2 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

21.3 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the 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.

21.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 21.3, 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 of the Lessor in relation to the Lessee's default.

21.5 Dealing with Lessee's property not removed at Termination

The Lessor may exercise any or all of 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 sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit,

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

22. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

23. Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

24. Miscellaneous

24.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

24.2 Lessor's consent

Unless otherwise stated in this Lease, the Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

24.3 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

24.4 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's

Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

24.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

24.6 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.

24.7 Time of the essence

Time shall be of the essence in all respects.

24.8 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

24.9 Variation

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

24.10 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.

24.11 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

24.12 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.

24.13 Proper Law

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

24.14 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.

24.15 Headings

Except in the Schedule, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

24.16 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money which is payable or do any act which is to be done after Termination as provided by this Lease.

24.17 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.

24.18 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 to the recipient's facsimile number or email address as specified by the recipient to the other party in writing as being the recipient's facsimile number or email address for service;
- (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 sixth Business Day after the date of posting, if sent by facsimile transmission or email, on the same date as transmitted (if transmitted prior to 4:00 pm on a Business Day) or the next Business Day (if transmitted at or after 4:00 pm 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.

24.19 Goods and services tax

- (a) In the Lease:

"GST" means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act;

“Tax Invoice” includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
 - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
 - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 24.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

25. Holding Over

If after termination, the Lessee continues to occupy the Premises with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor and unless otherwise agreed:

- (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Lessee immediately preceding the Termination; and
- (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this Lease.

26. Special Conditions

The special conditions set out in item 13 of the Schedule shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

SCHEDULE

Particulars of Lease

1. **Lessor's Details**

SHIRE OF BRIDGETOWN-GREENBUSHES of 1-3 Steere Street, Bridgetown, Western Australia

2. **Lessee's Details**

Greenbushes Community Garden Sub Committee of the Greenbushes Ratepayers Association Inc.

3. **Land**

Lot 23 on Plan P222521 and being the whole of the land comprised in Certificate of Title Volume 1128 Folio 737 being commonly known as 21 Blackwood Road, Greenbushes WA the land comprised in Certificate of Title Volume 1128 Folio 73 and Lots 600, 601, 602 and 603 on Plan P302574 the land comprised in Certificate of Title Volume/folio 110/232, 110/232, 110/231 and 110/231 and being the whole of Land all structures and improvements on the Land.

4. **Leased Premises**

The **whole** of the Land.

5. **Authorised Use**

The Lessee shall use the Leased Premises for the sole purpose of a Community Garden. This includes but is not limited to, the establishment of associated Community Garden infrastructure and conduction of relevant workshops and training activities for the Community.

For the avoidance of doubt, the Lessee is permitted to sublease the Leased Premises in accordance with clause 15.3 of this Lease.

6. **Commencement Date**

[# Insert lease commencement date #]

7. **Term**

Ten (10) years commencing from the Commencement Date.

8. **Rent**

From the Commencement Date until varied pursuant to this Lease, the Rent is \$1 per annum exclusive of GST payable on the Commencement Date and the anniversary of the Commencement Date.

9. **Further Term**

If no earlier than six (6) months and no later than three (3) months before the expiry of the Term, the Lessee gives written notice to the Lessor that the Lessee wishes to enter into a new lease of the Leased Premises with the Lessor then subject to:

- (a) the Lessor being satisfied that there is no Rent or other money payable under this Lease which is in arrears;
- (b) there being no unremedied breach of the Lessee's Obligations nor breaches of any of the essential terms in this Lease during the Term; and
- (c) the Lessor complying with the formalities it is required to comply with under any Written Law, including without limitation the disposal of land provisions contained in section 3.58 of the Local Government Act,

the Lessor will grant to the Lessee a lease of the Leased Premises for such further term and on such terms and conditions as are agreed between the parties.

10. **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) ;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee;

on the terms specified in clause 13 of the Lease.

11. **Definition of Outgoings**

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;
- (b) Maintaining the Land and the Leased Premises;

- (c) supplying, providing and Maintaining:
 - (i) Services to and Facilities in the Leased Premises;
 - (ii) the Plant and Equipment;
 - (iii) services to the Leased Premises including but not limited to lighting, air-conditioning, heating, cooling, ventilation, sanitary conveniences and accessories, fire fighting and prevention systems, music and public address systems, and emergency generators;
 - (iv) security systems and security personnel, including employees and independent contractors, for the Land or the Leased Premises;
- (d) storing, treating and removing all kinds of waste (including rubbish) and sewerage from the Land and any waste (including rubbish) from the Leased Premises that has been properly disposed of by the Lessee in the wheelie bins provided by the Lessor;
- (e) landscaping, gardening and reticulating the Land and the Leased Premises;
- (f) administration and operation costs for undertaking the matters referred to in this definition;
- (g) 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;
- (h) council rates, including rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single holding basis and any other changes of any kind imposed by a governmental or public authority of any kind;
- (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.

12. **Rent Review**

The Rent shall be reviewed on the following dates in accordance with the mechanism set out alongside each date:

Date	Method
(a) The Term of the Lease	Not applicable

13. **Special Conditions**

13.1 Financial Statements

(a) In this special condition:

“Financial Year” means a year beginning on 1 July and ending on the following 30 June.

(b) The Lessee must provide (if requested) to the Lessor within 3 months after the end of each Financial Year during the Term:

- (i) audited balance sheet and profit and loss statements for the Lessee for the Financial Year just ended (“Financial Statements”);
- (ii) documents to support the Financial Statements;
- (iii) Minutes of meeting of the directors for the Lessee (if requested); and
- (iv) Minutes of the Annual General Meeting of the Lessee.

13.2 Outgoings

Notwithstanding any other provision of this Lease, the Lessee:

- (a) is not required to pay the Outgoings listed in Item 11 of the Schedule; and
- (b) is required to make arrangements for and pay all outgoings in respect of:
 - (i) insuring all plant and equipment and other property belonging to the Lessee against any risk whatsoever;
 - (ii) disposing of any waste (including rubbish) from the Leased Premises in the wheelie bins provided by the Lessor or by such other appropriate methods;
 - (iii) leasing or purchasing any plant, equipment or other items required by the Lessee to carry out the Lessee’s Operations on the Leased Premises;
 - (iv) servicing and maintaining any leased or purchased plant, equipment or other items required by the Lessee to carry out the Lessee’s Operations on the Leased Premises; and

- (v) cleaning the Leased Premises and any leased or purchased plant, equipment or items required by the Lessee to carry out the Lessee's Operations on the Leased Premises.

13.3 Floor Plan of Leased Premises

The Lessee shall not without the Lessor's prior written consent cause or permit any change to be made to the existing structure or floor plan of the Leased Premises.

EXECUTED BY THE PARTIES AS A DEED

EXECUTION BY THE LESSOR:

THE COMMON SEAL of the)
SHIRE OF BRIDGETOWN-GREENBUSHES)
was hereunto affixed in the presence of:)

SHIRE PRESIDENT
Print Name:

Chief Executive Officer
Print Name:

EXECUTION BY THE LESSEE:

On behalf of the Greenbushes Residents and Ratepayers Association Inc.:

Signed by)
[# Insert Lessee's full name #])
in the presence of:) _____

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____



LEASE

Portion of Railway Reserve, Bridgetown, Western Australia

SHIRE OF BRIDGETOWN-GREENBUSHES

("Lessor")

AND

Ashbil Community Garden Bridgetown Inc.

("Lessee")

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THIS DEED is made the

day of

2019

B E T W E E N

SHIRE OF BRIDGETOWN-GREENBUSHES of 1-3 Steere Street, Bridgetown, Western Australia ("Lessor")

AND

Ashbil Community Garden Bridgetown Inc.
("Lessee")

RECITALS:

- A. The Lessor is the registered proprietor of the Land.
- B. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms of the Lease.

THE PARTIES COVENANT AND AGREE:

1. Definitions, 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 the Schedule;

"Business Day" means a day not being a Saturday or Sunday or public holiday gazetted in Western Australia;

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

"Common Areas" means the areas of the Land set aside by the Lessor (if any):

- (a) for the common use of the lessees of the Land and their Authorised Persons;
- (b) for use by the Lessor for the benefit of the lessees of the Land and their Authorised Persons;
- (c) for use by members of the general public,

including all (if any) roads, driveways, common parking areas, entrance and exit ways, walkways, malls, corridors, passageways, stairways, toilets, washrooms, rubbish storage areas and common storage facilities in or on the Land;

"Conditions Precedent" means the conditions precedent set out in clause 2.2;

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

"CPI Rent Review Dates" means each CPI rent review date specified in item 12 of the Schedule;

"Current CPI" means the Consumer Price Index number last published before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

"Current Market Rent" means the rent obtainable at the relevant Market Rent Review Date in a free and open market if the Leased Premises were unoccupied and offered for rent for a use permitted by and on the same terms as are contained in this Lease determined on the basis that the following are taken into account :

- (a) any rent payable under a lease at the time of the Market Rent Review Date by a sitting tenant of comparable premises in a comparable building;
- (b) the highest and best use of the Leased Premises;
- (c) the provisions of this Lease;
- (d) the period which will elapse between the Market Rent Review Date and the immediately following Market Rent Review Date or, if there is no following Market Rent Review Date (whether under the Lease or under any lease for a Further Term), the date of Termination;
- (e) the Term and the benefit of any option to renew;
- (f) any refurbishments or improvements to the Leased Premises commenced by the Lessor as if those refurbishments or improvements were completed by the Market Rent Review Date;
- (g) any other criteria that the Lessor stipulates as relevant as notified to the Lessee and the Valuer by the Lessor; and
- (h) any other criteria, not inconsistent with any provision in this Lease, which the Valuer regards as relevant to the determination;

and the following are disregarded:

- (i) any default by the Lessee under this Lease;
- (j) any part of the Term which has expired;
- (k) any damage to the Premises or the building in which the Leased Premises are situated which the Lessor intends to repair;
- (l) the value of the Lessee's Fixtures and any goodwill created by the Lessee's use of the Leased Premises;

- (m) any concession, abatement, inducement or reduction (whether in respect of rent, fitout or otherwise) allowed, granted or paid to secure a tenant for the Leased Premises or which is usually allowed, granted or paid to secure a tenant of any premises described in paragraph (a);

"Event of Default" means the events specified in clause 18 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;

"Fixed Rent Increase Date" means each fixed Rent increase date specified in item 12 of the Schedule;

"Further Term" means any further term for which this Lease is granted pursuant to Item 9 of the Schedule;

"Land" means the land described in item 3 of the Schedule;

"Lease" means this deed and the Schedule and appendices and plans as amended from time to time and any attachments;

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

"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 Works as prepared by or on behalf of the Lessee;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons;

"Lessee's Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

"Lessee's Rights" means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor's Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee's Operations from the Leased Premises;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in the Leased Premises and any Lessee's Fixtures which are re-classified by the Lessor as Lessor's Fixtures in accordance with this Lease;

"Lessor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

"Maintain" means maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Market Rent Review Dates" means each market rent review date specified in item 12 of the Schedule.

"Outgoings" has the meaning set out in item 11 of the Schedule;

"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;

"Previous CPI" means the Consumer Price Index number last published before the date which is 12 months before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 5 to determine an index, the number certified by that actuary;

"Rate" means 6% per annum;

"Refurbish" includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and fittings and upgrading the Leased Premises generally;

"Relevant Authority" means any body 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 any part of the Land or Leased Premises are or will be connected;

"Rent" means the rent specified in item 8 of the Schedule;

"Rent Review Date" means, as the context requires, either a CPI Rent Review Date, a Market Rent Review Date or a Fixed Rent Increase Date, as specified in item 12 of the Schedule;

"Schedule" means the schedule to this Lease;

"Services" means electricity, gas, oil, fuel, water or other similar commodity, facility or service in or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

"Shire" means the Shire of Bridgetown-Greenbushes acting in its capacity as local government;

"Term" means the term specified in item 7 of the Schedule;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease; and

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

1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;

- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally;
- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do any thing includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

1.3 Discretion of Lessor as Shire

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor in its capacity as the Shire under any Written Law and in particular does not fetter the Lessor in its capacity as the Shire with regard to the approval or imposition of condition on any approval required for the development of the Leased Premises or carrying out of the Lessee's Works in accordance with this Lease.

2. Operative part

2.1 Lease of Leased Premises

Subject to the Conditions Precedent, 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 Conditions Precedent

- (a) This Lease is subject to and expressly conditional upon:
 - (i) the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property ("**Local Government Condition**"); and
 - (ii) the Western Australian Planning Commission ("**WAPC**") approving this Lease, if such approval is required by law ("**WAPC Approval Condition**").
- (b) The Parties covenant and agree that:

Best endeavours

- (i) where relevant, the Parties will each use their best endeavours to satisfy the Conditions Precedent;

Local Government Condition

- (ii) the Lessor will bear all costs associated with satisfying the Local Government Condition;

WAPC Approval Condition

- (iii) if the approval of the WAPC is required and if the Lessor has not already done so, the Lessor will make an application for such approval within three (3) months after the date of the Lease;
- (iv) the Lessee will bear all the costs associated with satisfying or attempting to satisfy the WAPC Approval Condition, including but not limited to any application fees;
- (v) if the WAPC:
 - (A) refuses to grant the approval; or
 - (B) grants the approval subject to a condition with which the Lessor in its sole and absolute discretion is unwilling to comply with or considers not otherwise acceptable and the Lessor at any time after being notified of the condition elects, by notice in writing to the Lessee, to withdraw from the Lease;

THEN this Lease but for this Clause 2.2 ceases to have effect and no Party has any claim against any other Party.

2.3 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

2.4 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:

3.1 Improvements to Leased Premises

the Lessor may at any time carry out improvements to the Leased Premises, including, without limitation:

- (a) construct new buildings on the Land;
- (b) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (c) 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;

3.2 Right to enter

- (a) 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:
 - (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
 - (ii) comply with any requirement or order of any local government or other Relevant Authority;
 - (iii) 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 or the Land;
 - (iv) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
 - (v) 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;

- (b) 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; and
- (c) the Lessor's right of entry under this clause 3(b) allows the Lessor to enter the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken,

with all necessary plant, equipment and materials to effect those works.

3.3 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 written consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

3.4 Re-classification of fixtures and fittings

The Lessor may by notice to the Lessee at any time or times re-classify those Lessee's Fixtures which it reasonably considers form an integral part of the Leased Premises as Lessor's Fixtures. Ownership of the Lessee's Fixtures specified in the notice will pass to the Lessor on the giving of the notice and the Lessee shall have no right of compensation against the Lessor for such re-classification.

3.5 Control of Common Areas

The Lessor reserves the right to:

- (a) control the operation and use of the Common Areas;
- (b) change the area, level, location and arrangement of the Common Areas;
- (c) close temporarily the Common Areas for the purpose of carrying out maintenance or construction works;
- (d) close temporarily the Common Areas for the purpose of carrying out maintenance or construction works; and
- (e) police the Common Areas.

4. **Rent**

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of the Schedule, without any deduction, set-off or abatement.

5. **Rent review**

5.1 General

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following paragraphs of this clause 5.

5.2 CPI Rent Review

- (a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the sum calculated on the basis of the following formulae

$RR = (R \times CCPI)$ divided by PCPI

Where:

“RR” = the annual Rent as reviewed;

“R” = the annual Rent payable immediately before the relevant CPI Rent Review Date;

“CCPI” = the Current CPI; and

“PCPI” = the Previous CPI.

- (b) The Lessor may not earlier than three (3) months before a CPI Rent Review Date give the Lessee a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Rent Review Date (“CPI Rent Review Notice”), except that the failure of the Lessor to give such a notice before the CPI Rent Review Date does not preclude the Lessor from giving such a notice in respect of that CPI Rent Review Date at any later time.

(c) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review, the Consumer Price Index number is not published or, in the opinion of the Lessor there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining Previous CPI, then the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Rent Review Date; and
- (ii) in respect of Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that CPI Rent Review Date;

and the actuary's determination will be binding on the Lessor and the Lessee and the Lessor and the Lessee will pay the actuary's costs in equal shares.

5.3 Market Rent Review

- (a) With effect from each Market Rent Review Date, the Lessor shall review the Rent in the manner set out in this clause 5.3.
- (b) The Lessor may not earlier than three (3) months before a Market Rent Review Date give the Lessee a notice setting the Rent at a Rent which the Lessor considers to be the Current Market Rent ("Market Rent Review Notice") except that the failure of the Lessor to give such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.

5.4 Determination of Current Market Rent

If the Lessor reviews the Rent to the Current Market Rent and the Lessee disagrees with the Lessor's determination, the Lessee shall give the Lessor a notice within ten (10) Business Days of service of the Market Rent Review Notice on the Lessee disputing the Lessor's determination ("Dispute Notice"), and the Current Market Rent shall be determined:

- (a) by agreement between the Lessor and the Lessee; or
- (b) if the Lessor and the Lessee cannot agree on the Current Market Rent, by a licensed valuer nominated by the Lessor and the Lessee; or
- (c) if the Lessor and the Lessee cannot agree on a licensed valuer, by a licensed valuer nominated by the Lessor and a licensed valuer nominated by the Lessee, but if either party fails to nominate a licensed valuer, that party's nomination shall be made by the President of the Australian Property Institute (Inc) (WA Division) at the request of the other party; or
- (d) if the licensed valuers appointed by the Lessor and the Lessee cannot agree on the Current Market Rent, by a licensed valuer nominated by the President of the Australian Property Institute (Inc) (WA Division) at the request of either party;

and the licensed valuer or valuers shall:

- (e) be a member of the Australian Property Institute (Inc) (WA Division) and have no less than five years' experience in carrying out rent reviews in metropolitan retail complexes;
- (f) determine the Current Market Rent within seven (7) Business Days of appointment;
- (g) act as an expert and not as an arbitrator; and
- (h) give the Lessor and the Lessee the licensed valuer's determination in writing setting out the reasons for it;

and:

- (i) the annual Rent as reviewed and payable from the Market Rent Review Date shall be the Current Market Rent as determined by the valuer under this clause 5.4;
- (j) the Lessor and the Lessee shall be obliged to pay the valuer's fees in equal shares except where the valuer's determination is equal to or greater than the Lessor's determination of Current Market Rent, when the Lessee shall pay the whole of the valuer's fees;
- (k) if the Lessee gives a Dispute Notice the Lessee shall nevertheless pay the reviewed Rent stated in the Lessor's Market Rent Review Notice until the amount of the reviewed Rent is determined as specified in clause 5.4 provided that:
 - (i) if the Current Market Rent determined by the valuer is less than the Current Market Rent determined by the Lessor, the Lessor shall credit the Lessee with the amount of the overpayment in respect of any future instalments of Rent due; or
 - (ii) if the Current Market Rent determined by the valuer is more than the Current Market Rent determined by the Lessor, the Lessee shall immediately pay the Lessor the amount of the underpayment for the period from the Market Rent Review Date; and
- (l) if the Lessee fails to give a Dispute Notice within the ten (10) Business Days period stipulated in this paragraph 5.4, the Current Market Rent as determined by the Lessor and set out in the Lessor's Market Rent Review Notice shall apply and is payable by the Lessee from the relevant Market Rent Review Date.

5.5 Fixed Increase of Rent

With effect from each Fixed Base Rent Increase Date, the Base Rent payable by the Lessee shall be a sum calculated on the basis of the Base Rent payable immediately before that Fixed Base Rent Increase Date:

- (a) added to the sum specified in item 12 of the Schedule next to each Fixed Base Rent Increase Date; or
- (b) multiplied by the percentage specified in item 12 of the Schedule next to each Fixed Base Rent Increase Date.

6. Outgoings

The Lessee must pay to the Lessor the Outgoings on demand by the Lessor, or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

7. Use of Leased Premises and Facilities

7.1 The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 5 of the Schedule 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.

7.2 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 any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

8. Security of Leased Premises

8.1 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.

8.2 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.

9. Leased Premises Name in Lessee's Name

9.1 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.

9.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

10. Covenant to repair and maintain

10.1 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) regularly service and maintain any air-conditioning plant and equipment which services the Leased Premises;
 - (f) maintain the Lessee's Fixtures in clean and good condition;
 - (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
 - (h) replace any broken glass in the Leased Premises.
- 10.2 If there is carpet or other floor coverings in the Leased Premises, the Lessee shall keep the carpet and other floor coverings clean and promptly repair any damage to them.
- 10.3 If the Lessee does any work, which affects the Leased Premises, such as 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 any Relevant Authority and all laws and standards;
 - (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
 - (c) carry out the work in a safe and proper manner;
 - (d) use only good quality materials;
 - (e) employ only qualified and competent persons; and
 - (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

10.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 10.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 10.1.
- (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 10.1 and 10.4(b) for the avoidance of any doubt the Lessee is obliged to improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects.

11. 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 to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Fixtures;
- (c) pay the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - (i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - (ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - (i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - (ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - (iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and

- (iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Day's notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence and provide a copy of each such authority and licence to the Lessor upon request by the Lessor; and
- (m) if the Lessor arranges the cleaning of the Leased Premises, pay to the Lessor on demand the cost of cleaning the Leased Premises.

12. **Negative covenants**

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior written 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 written 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 12 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) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior written consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior written consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises or the Common Areas to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or any neighbour of the Leased Premises, their visitors, agents, employees, licensees, contractors or invitees;
- (j) without the Lessor's prior written consent erect or place outside the Leased Premises any radio or television aerial or antenna or similar device;
- (k) without the Lessor's prior written consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the Land other than garden waste;
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or

- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

13. Lessee's Obligation 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 the Schedule 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 updated, amended or varied from time to time;
- (b) not without the Lessor's prior written consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

14. Indemnities

14.1 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 any thing 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 and fails to do so.

14.2 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.

15. Assignment

15.1 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.

15.2 Property Law Act excluded

Sections 80 and 82 of the *Property Law Act 1969 (WA)* are excluded.

15.3 Lessor may consent to assignment or sublease

The Lessee will not be in breach of the covenant in clause 15.1 of this clause in respect of an assignment or a sublease of the whole or part of the Leased Premises if the Lessor consents to the assignment or sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) The Lessee satisfies the Lessor that:
 - (i) the proposed assignee or sub-lessee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Lessee under this Lease or the sub-lessee under a sublease of this Lease whichever the case may be;
 - (ii) the proposed assignee or sub-lessee intends to use the Leased Premises for the Authorised Use or if not for the Authorised Use then for such other purpose as is approved by the Lessor;
 - (iii) there is no Rent or other money payable under this Lease due but unpaid; and
 - (iv) there is no unremedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term; and
- (b) if required by the Lessor, the Lessee procures the execution by the proposed assignee of an assignment of lease, or by the proposed sub-lessee of a sublease, prepared by the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and which are acceptable to the Lessor.

15.4 Compliance with Written Law

The Lessee acknowledges and agrees that the Lessor, in granting its consent under this clause, must comply with its obligations under any Written Law, including but not limited to section 3.58 of the Local Government Act 1995.

16. Damage, Destruction or Resumption

16.1 Definitions

In this clause 16:

- (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.

16.2 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 16.2(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.

16.3 Either Party May Terminate

If clause 16.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

16.4 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.

16.5 Exceptions

Clauses 16.2, 16.3 and 16.4 will not apply where:

- (a) the damage or destruction was caused by, 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.

16.6 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.

16.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 16 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

16.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 16 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.

16.9 Lessor Not Obligated to Reinstate

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

16.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 16, the Lessee will have no interest in the insurance proceeds.

16.11 Resumption of Leased Premises

If the Leased Premises is resumed by any Relevant 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.

17. Limit of Lessor's liability

17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state of 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, airconditioning, 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 judgment 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.

17.2 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.

17.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of Services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

17.4 Lessor only liable while Registered Proprietor

The Lessor is only liable for any breaches under this Lease occurring while it is the registered proprietor of the Land.

17.5 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.

18. 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 a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

19. Lessor's powers on default

19.1 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.

19.2 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 constitutes 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
- (iii) advertising the Leased Premises for re-letting.

19.3 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.

19.4 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 default by the Lessee or the continuance of that default.

20. Essential terms

20.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 6, 7, 10, 13 and 15 of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

20.2 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.

20.3 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.

20.4 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.

20.5 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 20.4.

21. Termination

21.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

21.2 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

21.3 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the 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.

21.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 21.3, 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 of the Lessor in relation to the Lessee's default.

21.5 Dealing with Lessee's property not removed at Termination

The Lessor may exercise any or all of 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 sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit,

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

22. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

23. Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

24. Miscellaneous

24.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

24.2 Lessor's consent

Unless otherwise stated in this Lease, the Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

24.3 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

24.4 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's

Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

24.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

24.6 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.

24.7 Time of the essence

Time shall be of the essence in all respects.

24.8 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

24.9 Variation

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

24.10 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.

24.11 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

24.12 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.

24.13 Proper Law

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

24.14 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.

24.15 Headings

Except in the Schedule, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

24.16 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money which is payable or do any act which is to be done after Termination as provided by this Lease.

24.17 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.

24.18 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 to the recipient's facsimile number or email address as specified by the recipient to the other party in writing as being the recipient's facsimile number or email address for service;
- (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 sixth Business Day after the date of posting, if sent by facsimile transmission or email, on the same date as transmitted (if transmitted prior to 4:00 pm on a Business Day) or the next Business Day (if transmitted at or after 4:00 pm 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.

24.19 Goods and services tax

- (a) In the Lease:

"GST" means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act;

“Tax Invoice” includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
 - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
 - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 24.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

25. Holding Over

If after termination, the Lessee continues to occupy the Premises with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor and unless otherwise agreed:

- (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Lessee immediately preceding the Termination; and
- (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this Lease.

26. Special Conditions

The special conditions set out in item 13 of the Schedule shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

SCHEDULE

Particulars of Lease

1. **Lessor's Details**

SHIRE OF BRIDGETOWN-GREENBUSHES of 1-3 Steere Street, Bridgetown, Western Australia

2. **Lessee's Details**

Ashbil Community Garden Bridgetown Inc.

3. **Land**

Lot 55 on Plan: 1988 and being the Western portion of the land (view diagram attached) being commonly known as 17 Stewart Street and all structures and improvements on the Land.

4. **Leased Premises**

The portion of Land defined in the diagram at Attachment 1.

5. **Authorised Use**

The Lessee shall use the Leased Premises for the sole purpose of a Community Garden. This includes but is not limited to, the establishment of associated Community Garden infrastructure and conduction of relevant workshops and training activities for the Community.

For the avoidance of doubt, the Lessee is permitted to sublease the Leased Premises in accordance with clause 15.3 of this Lease.

6. **Commencement Date**

[# Insert lease commencement date #]

7. **Term**

Ten (10) years commencing from the Commencement Date.

8. **Rent**

From the Commencement Date until varied pursuant to this Lease, the Rent is \$1 per annum exclusive of GST payable on the Commencement Date and the anniversary of the Commencement Date.

9. **Further Term**

If no earlier than six (6) months and no later than three (3) months before the expiry of the Term, the Lessee gives written notice to the Lessor that the Lessee wishes to enter into a new lease of the Leased Premises with the Lessor then subject to:

- (a) the Lessor being satisfied that there is no Rent or other money payable under this Lease which is in arrears;
- (b) there being no unremedied breach of the Lessee's Obligations nor breaches of any of the essential terms in this Lease during the Term; and
- (c) the Lessor complying with the formalities it is required to comply with under any Written Law, including without limitation the disposal of land provisions contained in section 3.58 of the Local Government Act,

the Lessor will grant to the Lessee a lease of the Leased Premises for such further term and on such terms and conditions as are agreed between the parties.

10. **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) ;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee;

on the terms specified in clause 13 of the Lease.

11. **Definition of Outgoings**

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;
- (b) Maintaining the Land and the Leased Premises;

- (c) supplying, providing and Maintaining:
 - (i) Services to and Facilities in the Leased Premises;
 - (ii) the Plant and Equipment;
 - (iii) services to the Leased Premises including but not limited to lighting, air-conditioning, heating, cooling, ventilation, sanitary conveniences and accessories, fire fighting and prevention systems, music and public address systems, and emergency generators;
 - (iv) security systems and security personnel, including employees and independent contractors, for the Land or the Leased Premises;
- (d) storing, treating and removing all kinds of waste (including rubbish) and sewerage from the Land and any waste (including rubbish) from the Leased Premises that has been properly disposed of by the Lessee in the wheelie bins provided by the Lessor;
- (e) landscaping, gardening and reticulating the Land and the Leased Premises;
- (f) administration and operation costs for undertaking the matters referred to in this definition;
- (g) 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;
- (h) council rates, including rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single holding basis and any other changes of any kind imposed by a governmental or public authority of any kind;
- (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.

12. **Rent Review**

The Rent shall be reviewed on the following dates in accordance with the mechanism set out alongside each date:

Date	Method
(a) The Term of the Lease	Not applicable

13. **Special Conditions**

13.1 Financial Statements

(a) In this special condition:

“Financial Year” means a year beginning on 1 July and ending on the following 30 June.

(b) The Lessee must provide (if requested) to the Lessor within 3 months after the end of each Financial Year during the Term:

- (i) audited balance sheet and profit and loss statements for the Lessee for the Financial Year just ended (“Financial Statements”);
- (ii) documents to support the Financial Statements;
- (iii) Minutes of meeting of the directors for the Lessee (if requested); and
- (iv) Minutes of the Annual General Meeting of the Lessee.

13.2 Outgoings

Notwithstanding any other provision of this Lease, the Lessee:

- (a) is not required to pay the Outgoings listed in Item 11 of the Schedule; and
- (b) is required to make arrangements for and pay all outgoings in respect of:
 - (i) insuring all plant and equipment and other property belonging to the Lessee against any risk whatsoever;
 - (ii) disposing of any waste (including rubbish) from the Leased Premises in the wheelie bins provided by the Lessor or by such other appropriate methods;
 - (iii) leasing or purchasing any plant, equipment or other items required by the Lessee to carry out the Lessee’s Operations on the Leased Premises;
 - (iv) servicing and maintaining any leased or purchased plant, equipment or other items required by the Lessee to carry out the Lessee’s Operations on the Leased Premises; and

- (v) cleaning the Leased Premises and any leased or purchased plant, equipment or items required by the Lessee to carry out the Lessee's Operations on the Leased Premises.

EXECUTED BY THE PARTIES AS A DEED

EXECUTION BY THE LESSOR:

THE COMMON SEAL of the)
SHIRE OF BRIDGETOWN-GREENBUSHES)
was hereunto affixed in the presence of:)

SHIRE PRESIDENT
Print Name:

Chief Executive Officer
Print Name:

EXECUTION BY THE LESSEE:

On behalf of the Greenbushes Residents and Ratepayers Association Inc.:

Signed by)
[# Insert Lessee's full name #])
in the presence of:) _____

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

ATTACHMENT 1



Sub-Lease Area for Ashbil Community Garden, Bridgetown
(17 Stewart Street, Bridgetown)