

Council Minutes Index – 26 November 2020

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Minutes of an Ordinary Meeting of Council held in Council Chambers on Thursday, 26 November 2020 commencing at 5.30pm

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 J Nicholas
Councillors	- J Bookless - J Boyle - B Johnson - J Mountford - A Pratico - P Quinby - A Wilson
In Attendance	- T Clynch, Chief Executive Officer - M Larkworthy, Executive Manager Corporate Services - E Denniss, Executive Manager Community Services - G Arlandoo, Executive Manager Development & Infrastructure
Apology	- Cr J Moore

Attendance of Gallery

L Burgess, K Davies, T Wheeler, M Schneider

Responses to Previous Questions Taken on Notice - Nil

Public Question Time - Nil

Petitions/Deputations/Presentations - Nil

Comments on Agenda Items by Parties with an Interest - Nil

Applications for Leave of Absence - Nil

Confirmation of Minutes

C.01/1120 Ordinary Meeting held 29 October 2020

A Motion is required to confirm the Minutes of the Ordinary Meeting of Council held 29 October 2020 as a true and correct record.

**Council Decision Moved Cr Pratico, Seconded Cr Quinby
C.01/1120 That the Minutes of the Ordinary Meeting of Council held 29 October 2020 be confirmed as a true and correct record.**

Carried 8/0

Announcements by the Presiding Member Without Discussion - Nil

Notification of Disclosure 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 allows a Member to speak, the extent of the interest must also be stated.

Nil

Questions on Agenda Items by Elected Members - Nil

Consideration of Motions of which Previous Notice has been Given - Nil

Reports of Officers

Reports of Officers have been divided into Departments as follows:

- CEO's Office
- Corporate Services
- Development & Infrastructure
- Community Services

CEO's Office

ITEM NO.	C.02/1120	FILE REF.	674
SUBJECT	Licence to Occupy and Use Rail Corridor Land for Landscaping		
PROPONENT	Arc Infrastructure		
OFFICER	Chief Executive Officer		
DATE OF REPORT	18 November 2020		

Attachment 1 – Licence to Use and Occupy Corridor Land

OFFICER RECOMMENDATION

- 1. That Council accept the offer from Arc Infrastructure to enter into a Licence to Use and Occupy Corridor Land for the Bridgetown Railside Landscaping Project and authorise the Shire President and Chief Executive Officer to sign and seal the Licence document.*
- 2. That the Chief Executive Officer obtain the necessary approvals from the Heritage Council of Western Australia for the proposed landscaping.*

Summary/Purpose

Council in January 2011 resolved to instruct the Chief Executive Officer to investigate the potential landscaping of the railway land between the Town Square and Carpark and Stewart Street.

It has taken over 11 years to obtain the necessary approvals, specifically from the Rail Corridor Network Lessee (Arc Infrastructure) to allow this proposal to proceed. In-principle approvals have now been obtained, culminating in the endorsement of a Licence to Use and Occupy Corridor Land for the Bridgetown Railside Landscaping Project.

Background

Council in January 2011 resolved:

C.03/0111

- 1. That Council instruct the CEO to immediately make the necessary enquiries and arrangements needed to facilitate the landscaping of the strip of land between the Town Square and new carpark to the east and the railway station and Railway Street to the west, from Steere Street to the Goods Shed.*
- 2. That funding for this work be included for consideration in the draft 2011/12 Budget.*

Reasons provided by Council for proposing the landscaping were:

“This area is currently an ugly wasteland bisected by a disused rail line. Levelling and grassing the area will provide an attractive, safe access for pedestrians moving between the CBD and the town square and carpark, whilst not affecting the rail line infrastructure and ensuring that the rail reserve remains intact should the railway

ever be re-opened. It will also help to provide a more attractive setting for the railway station building and goods shed.”

Obtaining the necessary approvals has been convoluted. The last time formal Council consideration of the matter occurred was in April 2016 after then Rail Corridor Network Lessee Brookfield Rail had indicated it wouldn't support the proposed landscaping project. This led to Council at its April 2016 meeting resolving:

C.06/0416 That Council seek a review of the decision by Brookfield Rail regarding the proposed Bridgetown Railside Landscaping Project and seeks the assistance of the Minister for Transport and Minister for Regional Development in facilitating this review.

Since then Arc Infrastructure has taken over as the Rail Corridor Network Lessee and ongoing discussions have led to an in-principle approval for the landscaping being provided and an offer to the Shire of Bridgetown-Greenbushes to enter into a Licence to Use and Occupy Corridor Land with Arc Infrastructure.

Officer Comment

The licensed area for the proposed landscaping comprises approximately 310m² and is delineated on the plan shown between Pages 37 and 38 of the Licence to Use and Occupy Corridor Land.

The term of the licence is 5 years.

The proposed 3.0 metre wide landscaping strip is to commence adjacent to the town square (just south of the power box) heading southwards for approximately 100 metre ending at the pedestrian crossing.

Given the dry and poor quality of the soils and full sun exposure, planting of low to medium shrubs (up to height of 1.5 metres) is proposed. The planting will provide a soft barrier between the town square and car park pathway and the railway corridor.

Plant Selection

Species (subject to availability)	Mature Height	Mature Width	Expected No.
Acacia cognata 'Limelight'	0.5m–1.0m	1.0m	20
Grevillea thelemanniana 'Gilt Dragon'	0.8m–1.0m	1.0m	15
Grevillea x 'Autumn Waterfall'	0.75m	2.0m	15
Grevillea 'Peaches and Cream'	1.2m	1.5m	15
Leptospermum (varied)	up to 1.5m	2.0m	30
Correa alba 'white correa' (or varied)	1.5m	1.5m	30
Banksia (varied shrub species)	1.5m	2.0m	30
Eremophila (varied)	1.0m-1.5m	3.0m	30

Planting and Maintenance

Plant species are to be clumped into groups of five to ten plants where practicable, with the taller plants on the eastern side adjacent to the retaining wall and pathway.

Plants are to be trimmed to maintain the maximum 3.0m width measured from the retaining wall.

Plantings will be hand watered as required over the first two summers, with reticulation not planned. Existing soil will be replaced in patches with planting soil only in planting locations.

Where plantings fail they will be replaced by the same or similar species available at the time.

Although approval can be sought from Arc Infrastructure for alternative species the Licence to Use and Occupy Corridor Land specifies the above native plants can be planted, subject to the plant height not exceeding 1.5 metres:

Statutory Environment

Other than the operational rail corridor the whole of the railway reserve between Steere Street and Phillips Street is leased to the Shire by the Public Transport Authority. The licence to Licence to Use and Occupy Corridor Land secures the Shire's right to use the land for the landscaping.

- Shire of Bridgetown-Greenbushes Town Planning Scheme No. 3

Development approval would be required for any substantial landscaping works, pursuant to the Shire's Town Planning Scheme No. 3 (TPS3) and Heritage Act of Western Australia, in consultation with the Heritage Council of WA.

- Heritage of Western Australia Act 1990

The Bridgetown Railway Precinct' is included on the State Register of Heritage Places under the Heritage of Western Australia Act, and development approval under TPS3 must have regard to advice from the State Heritage Office.

The licence to occupy secures the Shire's right to use the land for the landscaping.

Integrated Planning

- Strategic Community Plan
Key Goal 2: Our natural environment is valued, conserved and enjoyed
Objective 2.2 - Enhanced parklands, reserves and gardens
Strategy 2.2.1 - Prepare and implement strategies for development and maintenance of parklands and reserves
- Corporate Business Plan – Nil
- Long Term Financial Plan – Nil
- Asset Management Plans
The proposed terms of the Licence to Occupy will require the Shire to undertake maintenance of the landscaping.
- Workforce Plan – Not applicable

- Other Integrated Planning - Nil

Policy - Nil

Budget Implications

An amount of \$2,900 is provided in Council's 2020/21 budget for installation of the landscaping (Job No. PJ14).

Whole of Life Accounting – Not Applicable

Risk Management

If Council declines to enter into the proposed Licence to Use and Occupy Corridor Land the proposed landscaping wouldn't occur.

Voting Requirements – Absolute Majority

Council Decision Moved Cr Boyle, Seconded Cr Pratico

C.02/1120

- 1. That Council accept the offer from Arc Infrastructure to enter into a Licence to Use and Occupy Corridor Land for the Bridgetown Railside Landscaping Project and authorise the Shire President and Chief Executive Officer to sign and seal the Licence document.**
 - 2. That the Chief Executive Officer obtain the necessary approvals from the Heritage Council of Western Australia for the proposed landscaping.**
- Carried 8/0 Absolute Majority**

ITEM NO.	C.03/1120	FILE REF.	
SUBJECT	South West Regional Councils Designated Area Migration Agreement (DAMA) Memorandum of Understanding		
PROPONENT	Shire of Dardanup on behalf of South West Local Governments		
OFFICER	Chief Executive Officer		
DATE OF REPORT	16 November 2020		

Attachment 2 - Draft South West Regional Councils Designated Area Migration Agreement Memorandum of Understanding

OFFICER RECOMMENDATION

That Council:

- 1. Instructs the Chief Executive Officer to execute the South West Regional Councils Designated Area Migration Agreement (DAMA) Memorandum of Understanding as per Attachment A.*
- 2. Approves in-principle the allocation of a maximum \$5,000 in the 2021/22 budget as its contribution towards the DAMA initiative.*
- 3. Requests that further consideration be given to a scale of contributions by South West Councils based on population, current ABS job statistics or other appropriate comparative tool.*

Summary/Purpose

The Shire of Dardanup, on behalf of the South West Region Group of Councils, has agreed to manage the preparation of a Feasibility Study and an Implementation Plan to establish a Designated Area Migration Agreement (DAMA).

Background

Council is requested to consider partnering with South West Regional Councils through a Memorandum of Understanding for the development of a Feasibility Study and Implementation Plan into the establishment of the South West Regional Councils 'Designated Area Migration Agreement' (DAMA).

Councils being asked to participate in the MOU are the: Shires of Augusta-Margaret River; Boyup Brook; Capel; Collie; Greenbushes-Bridgetown; Harvey; Manjimup; Donnybrook-Balingup; Nannup and the Cities of Bunbury and Busselton.

The Cities of Bunbury, Busselton, and the Shires of Augusta Margaret River, Collie, Dardanup, Donnybrook-Balingup, Manjimup and Nannup have confirmed their involvement in the MOU. The Shire of Capel has resolved not to participate in the initiative. The remaining Shires have indicated they will take the proposal to Council before committing.

The Shire of Dardanup will coordinate the management and preparation of the Feasibility Study and Implementation Plan with the appointed Consultant. The purpose of the feasibility study is to identify regional workforce needs in each location and overall as a region. The study will focus on the south-west region's high growth industries including agribusiness, forestry, health and social services, tourism and hospitality, construction, and mining. Upon completion of the feasibility study the consultant will provide recommendations as part of the implementation plan to establish the DAMA and ongoing administrative support. Each Council is responsible for liaising and providing support to the appointed Consultant, by identifying relevant stakeholders, employers and labour agencies within each local government's area.

A DAMA is an agreement negotiated between the Department of Home Affairs for the Commonwealth and a Regional, State or Territory authority, such as local government to cover a specific regional area.

The key elements of a DAMA are:

- It allows regional employers to sponsor employees in different occupations than the skills available under Standard Business Sponsorship for the 482 TSS Visa or the 494 Regional Visa. This includes semi-skilled occupations or skills not classified under the Australian and New Zealand Standard Classification of Occupations.
- It will provide pathways to permanent residency for DAMA visa holders in the South West (including transitional arrangements for existing visa holders).
- It offers English language concessions for some occupations.
- It offers salary concessions that reflect South West market rates, ensuring that worker terms and conditions of employment are not eroded, and local businesses and consumers are not subjected to inflationary costs.
- It incorporates a range of risk and integrity actions to ensure that the rights of both employees and employers are protected.

- It is usually a five-year agreement. Currently 7 DAMAs are in place in Australia, and Western Australia has 1 signed agreement being the 'Goldfields DAMA' managed by the City of Kalgoorlie-Boulder

Officer Comment

DAMA's provide solutions to Australian businesses, by allowing approved employers to sponsor a broader range of overseas workers to fill gaps and shortages in the workforce that cannot be met by the current Australian market. DAMA's also allow states, territories and/or regions to respond to specific economic and labour needs under a formal agreement with the Commonwealth (authorised by the Minister of Immigration, Citizenship, Migrant Services and Multicultural Affairs).

The proposal sought by the MOU is to have the South West designated as a Migration Area to enable migrants to apply for and receive working visas to fill workforce vacancies. The Federal Government has developed this process to manage the expected need for migration workers.

The identification of work force needs for the region through the Feasibility Study, particularly for high growth industries, would be useful information towards addressing any labour shortages that might arise in the region and impact economic development.

In the event of employers within the Shire of Bridgetown-Greenbushes identifying skills shortages the existence of a South West DAMA could assist in identifying alternative ways to address these shortages.

Currently the contribution per Council has been set at \$5,000 with these contributions not required until 2021/22. Whilst the officer recommendation is to support the initiative and provide in-principle support for inclusion of the contribution in Council's 2021/22 budget it is also proposed that the South West Group of Councils consider a scaled level of contributions per Council based on relevant criteria such as population or job statistics.

Statutory Environment - Nil

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 1.1.2 - Develop and implement strategic plans and actions that attract economic development

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

Objective 5.4 - We participate in Regional Collaboration

Strategy 5.4.2 - Participate in local government collaborative groups

➤ Corporate Business Plan - Nil

- Long Term Financial Plan
If the officer recommendation is resolved by Council the Long Term Financial Plan (which is currently in the process of being reviewed) will recognise this expenditure for 2021/22.
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications – Nil

Budget Implications

The MOU requests that each Council contribute \$5,000 each to create a combined budget of \$60,000 for the project. Contributions wouldn't be required until 2020/21.

Whole of Life Accounting - Nil

Risk Management - Nil

Voting Requirements – Simple Majority

Council Decision Moved Cr Wilson, Seconded Cr Mountford

C.03/1120 That Council:

- 1. Instructs the Chief Executive Officer to execute the South West Regional Councils Designated Area Migration Agreement (DAMA) Memorandum of Understanding as per Attachment A.**
- 2. Approves in-principle the allocation of a maximum \$5,000 in the 2021/22 budget as its contribution towards the DAMA initiative.**
- 3. Requests that further consideration be given to a scale of contributions by South West Councils based on population, current ABS job statistics or other appropriate comparative tool.**

Carried 8/0

ITEM NO.	C.04/1120	FILE REF.	Legal D.48
SUBJECT	New Licence to Occupy – Suttons Lookout Transmission Tower		
PROPONENT	BAI Communications Pty Ltd		
OFFICER	Chief Executive Officer		
DATE OF REPORT	17 November 2020		

Attachment 3 - Licence to Occupy (Suttons Lookout)

OFFICER RECOMMENDATION

That Council enter into a Licence to Occupy with BAI Communications Pty Ltd for BAI Communications Pty Ltd to occupy and access the land known as “Suttons Lookout”, being Lots 365 and 366 (Lot 20 on Diagram 74909) Sutton Close, Bridgetown and authorise the Shire President and Chief Executive Officer to sign and seal the Licence document.

Summary/Purpose

Since 2002 the Shire of Bridgetown-Greenbushes has had an agreement with Broadcast Australia for that company to access the site at Suttons Lookout for maintenance of the transmission tower.

The agreement expired in 2018 and after discussions between both parties a replacement Licence to Occupy has been prepared.

Background

The new Licence to Occupy is with BAI Communications Pty Ltd which is the new trading name for Broadcast Australia. The term of the licence is 15 years backdated to 1 June 2018 with an option of a further 15 years available to the licensee - BAI Communications Pty Ltd.

Officer Comment

The tower at Suttons Lookout has a range of telecommunication services which are managed by the licensee. Entering into a new Licence to Occupy will ensure these services are maintained for local residents and visitors.

Statutory Environment - Nil

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 1.1.6 - Work with key partners (business and government) to improve telecommunications within the Shire

- Corporate Business Plan - Nil

- Long Term Financial Plan - Nil

- Asset Management Plans - Nil

- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications – Nil

Budget Implications

The annual licence fee payable by BAI Communications Pty Ltd is \$1.00 subject to the Shire issuing a tax invoice.

Whole of Life Accounting - Nil

Risk Management

Failure to enter into the proposed Licence to Occupy may put at risk the ongoing maintenance of telecommunications on the tower.

Voting Requirements – Simple Majority

**Council Decision Moved Cr Quinby, Seconded Cr Pratico
C.04/1120 That Council enter into a Licence to Occupy with BAI
Communications Pty Ltd for BAI Communications Pty Ltd to occupy and
access the land known as “Suttons Lookout”, being Lots 365 and 366 (Lot 20
on Diagram 74909) Sutton Close, Bridgetown and authorise the Shire
President and Chief Executive Officer to sign and seal the Licence document.**

Carried 8/0

ITEM NO.	C.05/1120	FILE REF.	203
SUBJECT	Annual Review of Policies		
OFFICER	Chief Executive Officer		
DATE OF REPORT	16 November 2020		

OFFICER RECOMMENDATION that Council:

1. *Endorse the following Policies with minor modifications as set out in the body of the report:*
 - *M.7 Elected Members – Presentations on Retirement*
 - *M.35 Audio Recording of Meetings*
 - *M.37 Acknowledgment of Country*
 - *A.4 Facility Opening Hours to the Public*
 - *A.19 Supplementary Superannuation Contributions for Employees*
 - *A.25 Leisure Centre Discounted Membership for Employees*
 - *F.8 Facility Hire*
 - *F.13 Grant Acceptance*
 - *F.14 Buy Local Purchasing*
 - *F.15 Asset Management*
 - *F.18 Self Supporting Loans to Shire Community/Sporting Groups*
 - *F.19 Assets Financing and Borrowings*
 - *F.20 Library Exhibition*
 - *F.23 Project Management Framework*
 - *F.24 COVID-19 Financial Hardship*
 - *H.1 Handling of Asbestos Cement (AC) Building Products*
 - *O.8 Bridgetown-Greenbushes Visitor Centre Membership*
2. *That the CEO be authorized to amend any current policy by changing reference to staff members where those positions no longer exist (i.e. Visitor Centre Manager, Library Manager)*
3. *Revoke Policy H.2 Water Samples and renumber other Health Policies accordingly.*
4. *Note and retain all other Policies without modification*

Background

Council's Policy Manual can be viewed electronically at <https://www.bridgetown.wa.gov.au/documents/council-policies-and-guidelines>

Although not a requirement of the Local Government Act, Council has resolved to review its Policy Manual on an annual basis

In addition to the annual review, any changes in existing policies that are identified during the course of a year are presented through the appropriate meetings for Council consideration.

Policies Revised, Amended, Adopted or Revoked during past 12 months:

Policy No.	Name of Policy	Date
A.14	Light Fleet Vehicle Purchasing	Amended February 2020
TP.17	Relocatable Storage Units	Amended April 2020
M.3	Councillor Training/Conferences and Continuing Professional Development	Adopted April 2020 to replace former Policy
M.40	Attendance at Events and Functions	Adopted April 2020
F.6	Purchasing	Amended April 2020
P.2	Holiday Accommodation	Amended April 2020
F.24	COVID-19 Financial Hardship	Adopted April 2020 Amended May 2020
I.16	Placement of Memorial Plaques	Amended June 2020
I.15	Lawn Cemetery – Reservation of Grave Sites	Amended July 2020

Officer Comment

An assessment of all policies contained in Council's Policy Manual has been conducted. For this review only minor amendments or policy revocations have been considered. Where the assessment has determined a need for a comprehensive review or replacement of an existing policy this will be done by specific report to Council at a future meeting.

Policies recommended for minor amendment:

MEMBERS SECTION

M.7 Elected Members – Presentations on Retirement

Delete the 2nd paragraph that states that retiring councillors will be offered a framed photograph of current councillors signed by those councillors wishing to sign.

Reason for Amendment

Despite the contents of the policy the offering of a council photograph as a retirement gift has never been made.

M.35 Audio Recording of Meetings

Under "Policy Objective" and "Policy Statement" delete reference to Standing Committee meetings.

Reason for Amendment

Standing Committee meetings are no longer held.

M.37 Acknowledgment of Country

In the wording of the Acknowledgement of Country delete the word "both".

Reason for Amendment

The last variation to this policy added the word “emerging” to the acknowledgement. At this time the word “both” should have been removed as the acknowledgement now references Elders past, present and emerging.

ADMINISTRATION SECTION

A.4 Facility Opening Hours to the Public

- Add a new paragraph prior to the last paragraph to state:
“The swimming season at the Bridgetown Leisure Centre shall run annually from 1 November to 31 March with the CEO having discretion to extend the season to at least Easter each year depending on expected patronage and weather forecasts”.

- Under Part 5 Bridgetown Leisure Centre delete the sentence “Facility opening hours will be in alignment with activities and programs offered within the facility between 6.00am – 8.30pm Monday to Sunday” and replace with the following:

Facility opening hours will be:

Summer Operating Hours

Leisure Centre

Monday to Sunday	8:30am to 6:00pm
------------------	------------------

Aquatics

Monday and Wednesday	6:00am to 6:00pm
----------------------	------------------

Tuesday, Thursday and Friday	7:00am to 6:00pm
------------------------------	------------------

Saturday, Sunday and Public Holidays	8:00am to 6:00pm
--------------------------------------	------------------

Winter Operating Hours

Leisure Centre

Monday to Thursday	8:30am to 6:00pm
--------------------	------------------

Friday	8:30am to 2:00pm
--------	------------------

Reason for Amendments

To clarify the annual dates of the swimming season and opening hours of the Leisure Centre.

A.19 Supplementary Superannuation Contributions for Employees

- In the first line under “Policy” delete the asterisk next to the word “staff” and replace with “(including staff employed under a contract of employment)”.
- Delete the paragraph in italics at the end of the policy that describes the meaning of the above asterisk.

Reason for Amendment

The policy was amended several years ago to allow contracted staff to access the supplementary superannuation scheme (they were previously ineligible) with this access to occur upon the entering of a new contract of employment. Since the policy change all current contracted staff have either commenced employment with the Shire or have entered a new contract and are thus eligible.

A.25 Leisure Centre Discounted Membership for Employees

Under the range of memberships listed in the 2nd paragraph delete “gym and health” and “whole of leisure centre” categories and replace with “fitness classes”.

Reason for Amendment

Reflects the changes made to membership categories that occurred earlier in 2020.

FINANCE SECTION

F.8 Facility Hire

Change to dot point 5 to add in the following sentence:

“In circumstances where the hirer is required to hold public liability insurance the minimum level of cover is to be \$20 million”

Reason for Amendment

To ensure Council policy includes the amount of public liability insurance required. The level of cover proposed is based on industry best practice and in line with advice from Council’s insurers.

F.13 Grant Acceptance

Under “Procedure” insert new Clause 1 as below and renumber current Clauses 1-5 to be 2-6.:

“The proposed expenditure is to be contained in the annual budget otherwise the expenditure is unbudgeted and therefore requires an absolute majority decision of Council to incur”.

Reason for Amendment

To make it clear that grants triggering unbudgeted expenditure must be presented to Council for acceptance.

F.14 Buy Local Purchasing

- Delete Part 3 of the Policy that reads:
“Part 3 - Policy – Data Base of Local Suppliers and Products
A local suppliers inventory of services and products will be prepared and maintained by the Shire and will be made available for use by all local businesses, including the Shire, when considering purchases”.

Reason for Amendment

Council, in its June 2020 review of the Corporate Business Plan deleted a similar action on the grounds that privacy restrictions limit 3rd party access to the Shire’s creditors database and therefore for this action to occur a separate database would have to be prepared and maintained.

- Amend Part 5 of the Policy by changing the reference to \$149,999 under dot point 3 of “Stipulated Area” to \$249,999 and change \$150,000 to \$250,000 in the paragraph below these three dot points.
- Renumber Parts of the Policy to reflect the deletion of Part 3 as described above.

Reason for Amendment

To align this policy with the current tender threshold of \$250,000

F.15 Asset Management

Second 'dot' point of 'Policy Statement', change the amount from "\$204,667,616" to "203,223,231" and the year from "2019" to "2020".

Reasons for Amendments

Update of figures quoted to align with Council's financial statements as at 30 June 2020.

F.18 Self Supporting Loans to Shire Community/Sporting Groups

- Under "Definitions" amend the definition of the Long Term Financial Plan from a 10 year rolling financial plan..." to "a minimum 10 year rolling financial plan...".
- Under "Roles & Responsibilities" change reference to "Audit Advisory Committee" to "Audit Committee"
- Delete the section at the end of the Policy titled "References".

Reason for Amendments

Whilst it is an industry standard that a Long Term Financial Plan be a minimum 10 year span typically for this Shire it is prepared to a 15 year span. The 2nd amendment is a correction to the name of the Audit Committee. The references at the end of the policy are outdated and aren't necessary for inclusion in any case.

F.19 Assets Financing and Borrowings

- Under "Definitions" amend the definition of the Long Term Financial Plan from a 10 year rolling financial plan..." to "a minimum 10 year rolling financial plan...".
- Delete Section 1.7 - References.
- In the 'note' statement of the second 'dot' point of Clause 1.3.2, change "2019" to "2020"; "2018/2019" to "2019/2020" and "\$6.037m" to "\$5,398m".
- In the paragraph after the dot points in Clause 1.3.2 change the amount of \$17,627" to "\$8,976" and the amount of \$5,144m" to "\$5,393m".
- Under "Roles & Responsibilities" change reference to "Audit Advisory Committee" to "Audit Committee"

Reasons for Amendments

- Amendment to definition and removal of references – refer comments for Policy F.18. Other amendment is an update of figures quoted to align with Council's financial statements as at 30 June 2020.
- Update of figures quoted to align with Council's financial statements as at 30 June 2020.
- Correction to the name of the Audit Committee.

F.20 Library Exhibition

- Under "Exhibition Promotion and Public Relations" delete reference to the bi-monthly Insight newsletter and replace with "relevant publications".

Reason for Amendment

Insight is no longer produced and distributed.

F.23 Project Management Framework

In the section titled “Project Stages” in Project Management Framework Guidance Notes attached to the Policy delete the hyperlink referencing the project management templates available for staff to access.

Reason for Amendment

The link is liable to change thus removing the specific hyperlink will negate the need to amend the policy every time folders are changed.

F.24 COVID-19 Financial Hardship

Delete paragraph two in Payment Arrangement Administration Fee & Interest Charges section that reads:

“All penalty interest charges for late payment of current rate arrears will be waived from 1 April 2020 to 30 June 2020”.

Reason for Amendment

The period for Council interest waiver has passed.

HEALTH SECTION

H.1 Handling of Asbestos Cement (AC) Building Products

Under Part 1 of “Policy” delete the words “requires a Demolition Licence and work” so that this Part reads:

“All work to remove Asbestos Cement Products must comply with the requirements of the *Occupational Safety and Health Act 1984* and Regulations and the safety procedure established the WorkSafe Division of the Department of Consumer and Employment Protection”.

Reason for Amendment

Reference to a Demolition Licence can be removed from the policy. Most asbestos removal work involves claddings, partitions and fences for which a demolition permit is not required. The Building Act 2011 s.10 & Building Regulations Part 3 specify when a demolition permit is required, and essentially apply when structural members are involved. The removal of the asbestos materials is regulated under the health legislation and the Department of Environment Regulation provides advice on safe transport and disposal of the materials

OTHER SECTION

O.8 Bridgetown-Greenbushes Visitor Centre Membership

- Under “Members’ Entitlements – Full Membership” delete the 6th dot point stating that full membership provides for a 20% discount at Blackwood River Valley Visitor Centres for brochure racking (Balingup, Nannup and Boyup Brook).

- Under “Membership Criteria” amend the 8th dot point to remove the sentence “It is useful to note that the peak time for visitor enquiries at the Visitor Centre tends to be between 3:00 – 5:30 pm daily.

Reason for Amendments

- The Shire doesn’t have any influence over other visitor centres so can’t commit to offering such a discount a those centres.
- Noting that there is a peak time for visitor enquiries every day shouldn’t be listed as a reason to diminish the level of communication between Visitor Centre staff and accommodation business proprietors.

Policies recommended for revocation:

HEALTH SECTION

H.2 Water Samples

Recommend revocation of this Policy

Reason for Amendment

Currently Shire staff undertakes water sampling where required by legislation or license (i.e. waste site). Research into the original intent of this policy was to not be a provider of water sampling services to the private sector. No such requests have been made in at least the last 10 years thereby making the need for a policy redundant.

Statutory Environment - Nil

Integrated Planning

- Strategic Community Plan
Key Goal Area 5 – Our leadership will be visionary, collaborative and accountable
Objective 5.2 - We maintain high standards of governance, accountability and transparency
Strategy 5.2.3 - Ensure organisational capability
Strategy 5.2.7 - Council’s policies and local laws are responsive to community needs
- Corporate Business Plan
Strategy 5.2.7 - Council’s policies and local laws are responsive to community needs
Action 5.2.7.1 - Annually review policies
- Long Term Financial Plan – Not Applicable
- Asset Management Plans – Not Applicable
- Workforce Plan – Not Applicable
- Other Integrated Planning – Not Applicable

Policy Implications

This Item is the review of the Policy Manual

Budget Implications – Nil

Risk Management – Not Applicable

Voting Requirements – Simple Majority

Moved Cr Pratico, Seconded Cr Quinby

That Council:

1. Endorse the following Policies with minor modifications as set out in the body of the report:
 - M.7 Elected Members – Presentations on Retirement
 - M.35 Audio Recording of Meetings
 - M.37 Acknowledgment of Country
 - A.4 Facility Opening Hours to the Public
 - A.19 Supplementary Superannuation Contributions for Employees
 - A.25 Leisure Centre Discounted Membership for Employees
 - F.8 Facility Hire
 - F.13 Grant Acceptance
 - F.14 Buy Local Purchasing
 - F.15 Asset Management
 - F.18 Self Supporting Loans to Shire Community/Sporting Groups
 - F.19 Assets Financing and Borrowings
 - F.20 Library Exhibition
 - F.23 Project Management Framework
 - F.24 COVID-19 Financial Hardship
 - H.1 Handling of Asbestos Cement (AC) Building Products
 - O.8 Bridgetown-Greenbushes Visitor Centre Membership
2. That the CEO be authorized to amend any current policy by changing reference to staff members where those positions no longer exist (i.e. Visitor Centre Manager, Library Manager)
3. Revoke Policy H.2 Water Samples and renumber other Health Policies accordingly.
4. Note and retain all other Policies without modification

Amendment Moved Cr Pratico, Seconded Cr Quinby

Add a new Part 8 to Policy F.14 Buy Local Purchasing to read:

8. Council Reporting

That an annual update be provided to Council on implementation of the Policy.

Carried 8/0

Amendment Moved Cr Nicholas, Seconded Cr Mountford

Renumber Part 4 of Officer Recommendation to Part 5 and add a new Part 4 to read:

4. That all reference to “Insight Newsletter” and “Standing Committee Meetings” be deleted from existing policies.

Carried 8/0

The Amended Motion becomes the Substantive Motion – the Motion was Put

Council Decision Moved Cr Pratico, Seconded Cr Quinby

C.05/1120 That Council:

1. **Endorse the following Policies with minor modifications as set out in the body of the report:**
 - **M.7 Elected Members – Presentations on Retirement**
 - **M.35 Audio Recording of Meetings**
 - **M.37 Acknowledgment of Country**
 - **A.4 Facility Opening Hours to the Public**
 - **A.19 Supplementary Superannuation Contributions for Employees**
 - **A.25 Leisure Centre Discounted Membership for Employees**
 - **F.8 Facility Hire**
 - **F.13 Grant Acceptance**
 - **F.14 Buy Local Purchasing with the additional modification being the addition of a new part 8 to read:**

8. Council Reporting
That an annual update be provided to Council on implementation of the Policy.
 - **F.15 Asset Management**
 - **F.18 Self Supporting Loans to Shire Community/Sporting Groups**
 - **F.19 Assets Financing and Borrowings**
 - **F.20 Library Exhibition**
 - **F.23 Project Management Framework**
 - **F.24 COVID-19 Financial Hardship**
 - **H.1 Handling of Asbestos Cement (AC) Building Products**
 - **O.8 Bridgetown-Greenbushes Visitor Centre Membership**
2. **That the CEO be authorized to amend any current policy by changing reference to staff members where those positions no longer exist (i.e. Visitor Centre Manager, Library Manager)**
3. **Revoke Policy H.2 Water Samples and renumber other Health Policies accordingly.**
4. **That all reference to “Insight Newsletter” and “Standing Committee Meetings” be deleted from existing policies.**
5. **Note and retain all other Policies without modification**

Carried 8/0

Reason for Resolving Contrary to Officer Recommendation

Council believes there exists a need for annual reporting on how the 'Buy Local Purchasing Policy' is implemented. Some policies still reference the former Insight Newsletter and the holding of Standing Committee meetings. All of these references should be removed.

ITEM NO.	C.06/1120	FILE REF.	209
SUBJECT	Rolling Action Sheet		
OFFICER	Chief Executive Officer		
DATE OF REPORT	17 October 2020		

Attachment 4 Rolling Action Sheet

OFFICER RECOMMENDATION

That the information contained in the Rolling Action Sheet be noted.

Summary/Purpose

The presentation of the Rolling Action Sheet allows Councillors to be aware of the current status of Items/Projects that have not been finalised.

Background

The Rolling Action Sheet has been reviewed and forms an Attachment to this Agenda.

Statutory Environment – Nil

Integrated Planning

- Strategic Community Plan – Nil
- Corporate Business Plan – Nil
- Long Term Financial Plan – Not applicable
- Asset Management Plans – Not applicable
- Workforce Plan – Not applicable
- Other Integrated Planning – Nil

Policy Implications – Not Applicable

Budget Implications – Not Applicable

Whole of Life Accounting – Not Applicable

Risk Management – Not Applicable

Voting Requirements – Simple Majority

Council Decision *Moved Cr Pratico, Seconded Cr Wilson*

C.06/1120 That the information contained in the Rolling Action Sheet be noted.
Carried 8/0

Corporate Services

ITEM NO.	C.07/1120	FILE REF.	124
SUBJECT	Proposed New Borrowing for Growth Strategy Projects Redevelopment of the Greenbushes and Bridgetown Railway Stations Heritage Project		
OFFICER	Executive Manager Corporate Services		
DATE OF REPORT	17 November 2020		

OFFICER RECOMMENDATION

That Council:

- 1. Exercise its power to borrow by establishing a new loan in the amount of \$532,000 for a term of twenty (20) years. The purpose of the facility being to assist with funding the Growth Strategy Projects – Redevelopment of the Greenbushes and Bridgetown Railway Stations.*
- 2. Gives one month's local public notice of the proposal.*
- 3. Makes application to the Western Australian Treasury Corporation (WATC) to establish a new Term Fixed Rate Loan with a limit of \$532,000 for a term of twenty (20) years.*
- 4. Following the required local public notice period authorises the CEO to complete all necessary documents required to effect the new loan in accordance with Council's WATC Master Lending Agreement.*
- 5. Amends its 2020/21 Budget to include receipt of new loan funds totalling \$532,000 and a corresponding reduction in 'unconfirmed grant funding' for the identified projects.*
- 6. Notes that a grant funding submission is still pending. Should the grant funding be approved the loan amount and term will be reduced to a lesser amount and a shorter term of ten (10) years.*

Summary/Purpose

Council is requested to consider the establishment of a new Term Fixed Rate Loan in the amount of \$532,000 for a term of twenty (20) years to part fund the Growth Strategy Projects - Redevelopment of the Greenbushes and Bridgetown Railway Stations.

Background

Council has developed a Growth Strategy to capitalise on the growth of the lithium and energy material industry in the region, which is home to the world's largest lithium producing mine site, the Greenbushes Talison mine. Under its Growth Strategy Council has proposed a number of projects that will maximise the opportunities presented by the expansion of the mine and to support any prospective increase in population. Council, when adopting the 2020/21 Budget included a number of shovel ready projects identified in its Growth Strategy.

Two of the projects included in the Shire's 2020/21 Budget are as follows:

Bridgetown Railway Station

Project Description: Restoration of State Heritage listed railway station to make suitable for community office accommodation.

Total Project Cost: \$722,000

Project Funding Sources:

\$328,000	Drought Communities Program Funding (confirmed)
\$361,000	Other grant funding (unconfirmed)
<u>\$ 33,000</u>	Shire Funds
\$722,000	Total Project Funding

Greenbushes Railway Station

Project Description: Relocation of the railway station to Greenbushes Discovery Centre to facilitate restoration of the building and future use as an additional module displaying the history and development of the Greenbushes District.

Total Project Cost: \$342,000

Project Funding Sources:

\$171,000	Drought Communities Program Funding (confirmed)
<u>\$171,000</u>	Other grant funding (unconfirmed)
\$342,000	Total Project Income

To date the 'other grant funding' identified for the two projects totalling \$532,000 has not been confirmed. One grant application for \$282,000 is still pending.

Officer Comment

Conditions of the Drought Communities Program Funding already confirmed for the above projects requires the projects to be completed by 25 June 2021. To ensure this grant milestone can be achieved it is imperative that final funding sources for the projects are confirmed as soon as possible.

Section 6.20(2)(a) of the Local Government Act requires that where a Council proposes to exercise a power to borrow and the proposal has not been included in the annual budget the local government is to give one month's local public notice of the proposal. The Local Government (*Financial Management*) Regulations provide for certain exemptions to this requirement, however this proposal does not meet any of the exemptions, accordingly Council will be required to give one month's local public notice of its intention to borrow.

The recommendation being presented to Council is for the establishment of a new loan for the total current funding shortfall of \$532,000. A grant application is currently being considered by Lotterywest for the amount of \$282,000. It is anticipated that Council will be advised of the outcome of this application within the next four weeks. Should this grant application be successful in part or in full the loan amount will be reduced by the amount of the grant. It is also proposed to reduce the term of the loan to ten (10) years should the grant application be successful.

Statutory Environment

Section 6.20 of the Local Government Act provides:

- (1) *Subject to this Act, a local government may —*
 - (a) *borrow or re-borrow money; or*

- (b) obtain credit; or
- (c) arrange for financial accommodation to be extended to the local government in ways additional to or other than borrowing money or obtaining credit,

to enable the local government to perform the functions and exercise the powers conferred on it under this Act or any other written law.

- (2) Where, in any financial year, a local government proposes to exercise a power under subsection (1) (power to borrow) and details of that proposal have not been included in the annual budget for that financial year —
 - (a) unless the proposal is of a prescribed kind, the local government must give one month's local public notice of the proposal; and
 - (b) the resolution to exercise that power is to be by absolute majority.
- (3) A local government is not required to give local public notice under subsection (3) —
 - (a) where the change of purpose has been disclosed in the annual budget of the local government for the relevant financial year; or
 - (b) in such other circumstances as are prescribed.

In relation to Section 6.20(3) of the Act Regulation 20 of the Local Government (*Financial Management*) Regulation prescribes:

20. When local public notice not required for exercise of power to borrow (Act s. 6.20(2)(a))

- (1) In this regulation —

major variation means a variation in the terms of a loan or other financial accommodation which is —

- (a) a capitalisation of interest accruals; or
- (b) an increase in the term of the loan or other financial accommodation;

re-finance, in relation to a loan or other financial accommodation (the **existing loan**), means to borrow an amount (the **new loan**) which is, at the date of the new loan —

- (a) equal to the principal amount owing on the existing loan; or
- (b) not more than \$5 000 more or less than the principal amount owing on the existing loan,

for the principal purpose of paying out the existing loan or preserving the credit originally provided by the existing loan.

- (2) A local government is not required to give local public notice of a proposal to exercise a power to borrow where —
 - (a) the power is to be exercised to re-finance a loan or to continue other financial accommodation (whether with the same or another bank or financial institution); and
 - (b) the re-financing or continuation is not a major variation.

- (3) A local government is not required to give local public notice of a proposal to exercise a power to borrow where each of the following conditions is satisfied—
- (a) a decision to exercise the power is made while there is in force a state of emergency declaration applying to the district, or part of the district, of the local government;
 - (b) the local government considers that the borrowing is required to address a need arising from the hazard, or from the impact or consequences of the hazard, to which the state of emergency declaration relates;
 - (c) the decision and the reasons for it are recorded in the minutes of the meeting at which the decision is made.

Integrated Planning

➤ Strategic Community Plan

Key Goal 3: Key Goal, Objective, Strategy

Objective 3.1: Maintained townsite heritage and character

Strategy 3.1.1: Ensure relevant policies and plans offer appropriate protection to existing heritage character whilst still allowing appropriate development opportunities

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

Objective 5.2: We maintain high standards of governance, accountability and transparency

Strategy 5.2.6: Ensure the future financial sustainability of the Organisation

➤ Corporate Business Plan

3.1.1.3: Implement the Growth Strategy Project - Bridgetown & Greenbushes Railway Restorations (Bridgetown)

3.1.1.4: Implement the Growth Strategy Project – Bridgetown and Greenbushes Railway Restorations (Greenbushes)

➤ Long Term Financial Plan – Nil

➤ Asset Management Plans - Nil

➤ Workforce Plan - Nil

➤ Other Integrated Planning - Nil

Policy Implications

Council's policy 'F.19 – Assets Financing and Borrowings' provides the framework within which Council may consider borrowings. The policy outlines the following matters that need to be considered by Council when assessing borrowing of funds:

“1.1.1 The Shire's Long Term Financial Plan and forecast debt financing capacity – across the proposed life of any loan or portfolio of loans.

1.1.2 Regulated borrowing limits as determined by WA Treasury Corporation.

1.1.3 Debt Service Coverage Ratio (calculated as per Local Government Operational Guidelines – Number 18 Financial Ratios) meets that required by both the Department of Local Government, Sport and Cultural Industries Standard and WA Treasury Corporation.

- 1.1.4 Standard is NOT met if ratio is less than 2X (two times).
- 1.1.5 Basic Standard if ratio is between two (2X) and five times (5X).
- 1.1.6 Advanced Standard if greater than five (5).
Note: Currently this indicator is used by WA Treasury Corporation when considering loan applications from the Shire.
- 1.1.7 The current financial position of the Shire.
- 1.1.8 New Capital Works program priorities and funding requirements.
- 1.1.9 Compliance with legislative requirements associated with borrowing of monies under Sections 6.11, 6.20 and 6.21 of the Local Government Act 1995.”

In relation to the ratios referenced above the policy outlines the following limitations in relation to new borrowings:

“1.3.2 Borrowing Ratios - Prior to undertaking any borrowing the Shire shall assess its capacity to pay, to ensure that the community is not burdened with unnecessary risk.

When assessing the borrowing ratios, consideration will be given to the economic earnings potential of the asset being acquired or constructed.

*The Shire will **not** borrow funds when such borrowing would result in the following financial ratios being exceeded:*

- *Debt Service Cover Ratio being greater than 3X (three times, WA Treasury Corp Guideline is 3X); and*
- *Net Debt (Gross Debt less cash assets) to Operating Revenue Ratio 45% (WA Treasury Corp Guideline is 50%).*

Note:- As at 30 June 2019 (using 2018/2019 actual figures adjusted to include Federal Assistance Grants prepayments) this would equate to a borrowing limit for the Shire approaching some \$6.037m.”

Council's current 2018-2033 Long Term Financial Plan (LTFP) indicates the following ratio results:

- Debt Service Cover Ratio – Ranging from 6.67 in 2021/22 to 26.85 in 2032/33
- Net Debt Ratio – Ranging from 10.91% in 2021/22 to -72.76% in 2032/33

A new draft Long Term Financial Plan is currently being finalised for Council adoption. With inclusion of the proposed loan the draft LTFP provides the following ratio results:

- Debt Service Cover Ratio – Ranging from 3.51 in 2021/22 to 131.9 in 2035/36
- Net Debt Ratio – Ranging from 22.65% in 2021/22 to -118.64% in 2035/36

Both versions of the Long Term Financial Plan indicate ratios within the levels required of the policy.

Policy F.19 also contains the following guideline:

*“Operating Expenditure - The Shire will **not** borrow money (other than by way of Excluded Borrowings) to fund operating expenditure. This type of expenditure shall be funded through operating revenue streams such as rates, fees and charges or operating grants.”*

Should Council resolve to proceed with the proposed loan it should be noted that the loan funding associated with the Greenbushes Railway Station does not meet the policy guideline. The expenditure for this project is classified as 'operating expenditure' as the Greenbushes Railway Station asset is not owned by Council. Notwithstanding the contents of the policy Council has committed via its 2020/21 budget its intention to fund the Greenbushes Railway Station project.

Budget Implications

Council's 2020/21 Budget will be amended to include the receipt of new loan funding and deletion of grant income. No repayments for the new loan are proposed in the 2020/21 financial year. Loan repayment commitments will be incorporated into Council's Long Term Financial Plan and future budgets accordingly.

Whole of Life Accounting

The full costs associated with principal and interest repayments of the proposed loan will be included in Council's Long Term Financial Plan.

Risk Management

Delay in finalising funding arrangements for the railway station projects beyond this calendar year could result in the approved Drought Funding Grant milestones and conditions not being met. There is also the possibility of a risk to Council's reputation should Council not deliver the project as planned.

Voting Requirements – Absolute Majority

Council Decision Moved Cr Pratico, Seconded Cr Bookless

C.07/1120 That Council:

- 1. Exercise its power to borrow by establishing a new loan in the amount of \$532,000 for a term of twenty (20) years. The purpose of the facility being to assist with funding the Growth Strategy Projects – Redevelopment of the Greenbushes and Bridgetown Railway Stations.**
- 2. Gives one month's local public notice of the proposal.**
- 3. Makes application to the Western Australian Treasury Corporation (WATC) to establish a new Term Fixed Rate Loan with a limit of \$532,000 for a term of twenty (20) years.**
- 4. Following the required local public notice period authorises the CEO to complete all necessary documents required to effect the new loan in accordance with Council's WATC Master Lending Agreement.**
- 5. Amends its 2020/21 Budget to include receipt of new loan funds totalling \$532,000 and a corresponding reduction in 'unconfirmed grant funding' for the identified projects.**
- 6. Notes that a grant funding submission is still pending. Should the grant funding be approved the loan amount and term will be reduced to a lesser amount and a shorter term of ten (10) years.**

Absolute Majority 8/0

ITEM NO.	C.08/1120	FILE REF.	131
SUBJECT	October 2020 Financial Activity Statements and List of Accounts Paid in October 2020		
OFFICER	Senior Finance Officer		
DATE OF REPORT	20 November 2020		

Attachment 5 – October 2020 Financial Activity Statements

Attachment 6 – List of Accounts Paid in October 2020

OFFICER RECOMMENDATIONS

- 1. That Council receives the October 2020 Financial Activity Statements as presented in Attachment 5.*
- 2. That Council receives the List of Accounts Paid in October 2020 as presented in Attachment 6.*

Summary/Purpose

Regulation 34 of the Local Government (*Financial Management*) Regulations 1996 (the Regulations) requires a local government to prepare each month a statement of financial activity reporting on the sources and applications of its funds. Further, where a local government has delegated to the Chief Executive Officer the exercise of its power to make payments from the municipal and trust funds, a list of those accounts paid in a month are to be presented to the council at the next ordinary meeting (see Reg 13 of the Regulations).

Background

In its monthly Financial Activity Statement a local government is to provide the following detail:

- annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c) of the Local Government Act;
- budget estimates to the end of the month to which the statement relates;
- actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
- material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- the net current assets at the end of the month to which the statement relates.

Each of the Financial Activity Statements is to be accompanied by documents containing:

- an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
- an explanation of each of the material variances referred to in sub-regulation (1)(d); and
- such other supporting information as is considered relevant by the Local Government.

The information in a statement of financial activity may be shown:

- (a) according to nature and type classification;
- (b) by program; or
- (c) by business unit.

The Financial Activity Statement and accompanying documents referred to in sub-regulation 34(2) are to be:

- (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
- (b) recorded in the minutes of the meeting at which it is presented.

Statutory Environment

Section 6.4 (Financial Report) and Section 6.8 (Expenditure from municipal fund not included in annual budget) of the Local Government Act 1995, and Regulations 13 (List of Accounts) and 34 (Financial activity statement report) of the Local Government (*Financial Management*) Regulations 1996 apply.

Integrated Planning

- Strategic Community Plan
 - Key Goal 5: Our leadership will be visionary, collaborative and accountable
 - Objective 5.2: We maintain high standards of governance, accountability and transparency
 - Strategy 5.2.8: Ensure all legislative responsibilities and requirements are met
- Corporate Business Plan - Nil
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan – Nil
- Other Integrated Planning – Nil

Policy

F.6. Purchasing Policy - To ensure purchasing is undertaken in an efficient, effective, economical and sustainable manner that provides transparency and accountability.

F.7. Reporting Forecast Budget Variations Policy - To set a level of reporting detail (in Financial Activity Statement) that ensures that the council is satisfied with the implementation of its annual budget.

Budget Implications

Expenditure incurred in October 2020 and presented in the list of accounts paid, was allocated in the 2020/21 Budget as amended.

Fiscal Equity – Not applicable

Whole of Life Accounting – Not applicable

Social Equity – Not applicable

Ecological Equity – Not applicable

Cultural Equity – Not applicable

Risk Management – Not Applicable

Continuous Improvement – Not applicable

Delegated Authority – Not Applicable

Voting Requirements – Simple Majority

Council Decision Moved Cr Johnson, Seconded Cr Boyle

C.08/1120

- 1. That Council receives the October 2020 Financial Activity Statements as presented in Attachment 5.**
- 2. That Council receives the List of Accounts Paid in October 2020 as presented in Attachment 6.**

Carried 8/0

Development & Infrastructure

ITEM NO.	C.09/1120	FILE REF.	A6016
SUBJECT	Proposed Youth Activity Centre		
PROPONENT	Blackwood Youth Action Inc.		
LANDOWNER	Department of Planning, Lands and Heritage for the State of Western Australia		
LOCATION	Lot 501 (24) Steere Street, Bridgetown		
OFFICER	Manager Planning		
DATE OF REPORT	6 November 2020		

Attachment 7 - Location Plan/Aerial Photograph

Attachment 8 - Proposed Plans

OFFICER RECOMMENDATION

That Council pursuant to Clause 2.1(c) of Town Planning Scheme No. 3 grants development approval for the proposed Youth Centre (as per Attachment 8) on Lot 501 (24) Steere Street, Bridgetown, subject to the following conditions:

- 1. Approval is granted for the provision of youth related services and incidental activities.*
- 2. The onsite provision of three car parking bays as shown on the approved plan, including a disabled access bay and shared space, prior to occupation of the building.*
- 3. Vehicular access to the site is restricted via Spencer Street only and prohibited via Steere Street, unless separate approval has been granted by the Shire with support from Main Roads Western Australia.*

Summary/Purpose

To consider a development application for a proposed Youth Activity Centre in the vacant former Bridgetown Police Sergeant's Quarters on Lot 501 (24) Steere Street, Bridgetown. Approval is recommended for the proposal as an acceptable variation to the ultimate purpose of the reserve.

Background

Blackwood Youth Action Inc. have been in negotiation with the State of Western Australia through the Department of Planning, Land and Heritage (DPLH) to utilise the former Bridgetown Police Sergeant's Quarters adjacent to the Bridgetown Courthouse.

The building was previously located on Reserve 29752, Lot 871 (26) Steere Street, Bridgetown, with the DPLH excising new Lot 501 in 2019 for use by Blackwood Youth Action. The Bridgetown Police Station and Bridgetown Courthouse remain on new Lot 500. Under Town Planning Scheme No. 3, both Lots 500 and 501 remain zoned Public Purpose – Government Offices for the purpose of 'Police Station Quarters and Court House', under the Management of the Minister for Police and Emergency Services since 2010.

Officer Comment

Blackwood Youth Action Inc. in November 2019 finalised a 21 year lease with DPLH for Lot 501 and has now sought development approval to convert the former police quarters into a multifunctional Youth Activity Centre.

Significant internal and external changes are proposed, with the converted dwelling to consist of an office, counselling room, kitchen, unisex/disabled toilet, computer room and two activity rooms, one being a converted semi-enclosed carport. A new 45m² building is proposed to the rear to serve as Activity Room 3, including a kitchenette and toilet.

Three car parking spaces are proposed with direct access to Spencer Street via a widened crossover, including a universal access bay and shared space. A wheelchair ramp is to be provided to the main entry facing Steere Street, a new patio to the rear, and a covered pathway to rear activity building.

The property fronts Steere Street which zoned as a Major Highway under Town Planning Scheme No. 3. The proposal was therefore referred to Main Roads Western Australia, with that agency raising no objection to the proposal.

The proposed site is well located in the centre of Bridgetown, within a 400 metre walk to Bridgetown Primary School, St Brigid's School and the Bridgetown High School, and within a 750 metre walk to the Bridgetown Leisure Centre and Bridgetown Library.

Noting the above it is recommended that approval be granted, as a variation to the ultimate purpose of the Public Purpose reserve, subject to standard conditions.

Statutory Environment

- Shire of Bridgetown-Greenbushes Town Planning Scheme No. 3

Clause 2.2.1(b) - Except as otherwise provided in this Part, a person shall not carry out any development on land reserved under this Scheme, other than the erection of a boundary fence, without first applying for and obtaining the written approval of the Council."

Clause 2.1 (c) - In giving its approval, the Council shall have regard to the ultimate purpose intended for the reserve and shall in the case of land reserved for the purposes of a public authority confer with that authority before giving its approval.

Clause 2.2.2 of TPS4 states “A Scheme Reserve may be used without the Planning Consent of Council:

- (a) for the purpose of which land is reserved under the Scheme;
- (b) where such land is vested in a Public Authority for any purpose of which such land may be lawfully used by that Authority.”

Clause 2.2(a) states “Where a Council refuses approval for the development of land reserved under the Scheme on the ground that the land is reserved for public purposes, or grants approval subject to conditions that are unacceptable to the applicant the owner of the land may, if the land is injuriously affected, claim compensation of such injurious affection.”

The Public Purpose – Government Offices for the reserve is no longer required by the State of Western Australia, and proposed youth activity centre is considered a suitable use for the property. TPS3 does not include any development provisions for local scheme reserves including the applicable Public Purpose reservation, however the scale of the proposed conversion of the former dwelling plus the new activity building and onsite car parking are considered to be reasonable scale, with the property well located.

- Planning and Development (Local Planning Schemes) Regulations 2015 - Clause 67, Schedule 2 (Deemed Provisions)

CLAUSE 67, SCHEDULE 2 OF LPS REGULATIONS 2015	
Requirement	Comment
(a) the aims and provisions of this scheme and any other local planning scheme operating within the Scheme area;	The proposed Youth Centre, as a privately run facility, is an acceptable variation to the ultimate purpose of the Public Purpose – Government Offices reserve under Town Planning Scheme No. 3, and requires support from Council.
(b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this scheme that has been advertised under the <i>Planning and Development (Local Planning Scheme) Regulations 2015</i> or any other proposed planning instrument that the local government is seriously considering adopting or approving;	The proposed Youth Centre is generally consistent with the orderly and proper planning of Town Planning Scheme No. 3. A new draft Local Planning Strategy and Local Planning Scheme No. 6 are to be prepared.
(c) any approved State planning policy;	The land is not within the designated bushfire prone area so SPP 3.7 Planning in Bushfire Prone Areas is not applicable.

(j) in the case of land reserved under this scheme, the objectives for the reserve and the additional permitted uses identified in this Scheme for the reserve;	The proposed youth activity centre is a variation to the ultimate purpose of the Public Purpose – Government Offices reserve under Town Planning Scheme No. 3.
(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;	No detrimental impacts upon the local environment, character of the locality or adjoining land are anticipated.
(n) the amenity of the locality including the following: (i) environmental impacts of the development; (ii) the character of the locality; (iii) social impacts of the development;	No detrimental impacts upon the local environment, character of the locality or adjoining land are anticipated.
(o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;	Not applicable.
(p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;	No landscaping or tree retention is considered necessary.
(q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;	The land is not within the designated bushfire prone area. No evidence soil erosion, flooding, etc.
(r) the suitability of the land for the development taking into account the possible risk to human health or safety.	Acceptable.
(s) the adequacy of: (i) the proposed means of access to and egress from the site, and (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;	Provision of three onsite parking bays with access to Spencer Street only is considered reasonable.

(t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;	Acceptable.
(u) the availability and adequacy for the development of the following: (i) public transport services; (ii) public utility services; (iii) storage, management and collection of waste; (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities); (v) access by older people and people with a disability;	Mains power, reticulated water and reticulated sewerage connection are available.
(za) the comments or submissions received from any authority consulted under clause 66.	Consent was provided by the Department of Planning, Lands and Heritage in signing the application form.
(zb) any other planning consideration the local government considers appropriate.	Not applicable.

Strategic Plan Implications

➤ Strategic Community Plan

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

Objective 1.2 A proactive approach to business development

Strategy 1.2.1 Embrace a “can-do” approach to development

Key Goal 4: A community that is friendly and welcoming

Objective 4.1 A cohesive community with a sense of pride

Strategy 4.1.1 Deliver and support a wide range of community activities, events and associated infrastructure

Objective 4.2 Programs and facilities that encourage community resilience

Strategy 4.2.1 Encourage, events, activities, programs and services relevant to, and accessible for local youth

Strategy 4.2. Increase the awareness and acceptance of diversity and needs in local youth

Strategy 4.2.3 Support relevant (local or outreach) support services and programs

Strategy 4.2.4 Support initiatives that develop confidence, self-esteem and resilience

➤ Corporate Business Plan – Nil

➤ Long Term Financial Plan – Nil

➤ Asset Management Plans – Nil

➤ Workforce Plan – Nil

➤ Other Integrated Planning - Nil

Policy - Nil

Budget Implications

The applicable development application fee has been paid. Should Council grant approval subject to conditions not supported by the applicant or should Council ultimately refuse the application, the applicant may exercise a right of review (ie. appeal) at the State Administrative Tribunal, with additional staff time and potential legal costs are likely to be incurred.

Whole of Life Accounting – Not applicable

Risk Management

The Shire faces reputational risks whether Council approves or refuses the application, however the decision must ultimately be based on the merits of the proposal including the ultimate purpose of the reserved land. Should Council grant approval subject to conditions not supported by the applicant or should Council ultimately refuse the application, the applicant may exercise a right of review (ie. appeal) at the State Administrative Tribunal, with additional staff time and potential legal costs are likely to be incurred.

Voting Requirements – Simple Majority

Council Decision Moved Cr Mountford, Seconded Cr Boyle

C.09/1120 That Council pursuant to Clause 2.1(c) of Town Planning Scheme No. 3 grants development approval for the proposed Youth Centre (as per Attachment 8) on Lot 501 (24) Steere Street, Bridgetown, subject to the following conditions:

- 1. Approval is granted for the provision of youth related services and incidental activities.**
- 2. The onsite provision of three car parking bays as shown on the approved plan, including a disabled access bay and shared space, prior to occupation of the building.**
- 3. Vehicular access to the site is restricted via Spencer Street only and prohibited via Steere Street, unless separate approval has been granted by the Shire with support from Main Roads Western Australia.**

Carried 8/0

Community Services – Nil

Receival of Minutes from Management Committees – Nil

Urgent Business Approved by Decision

ITEM NO.	C.11/1120	FILE REF.	
SUBJECT	Waterwise Action Plan and Associated Memorandum of Understanding		
PROPONENT	Shire of Bridgetown-Greenbushes and Water Corporation		
OFFICER	Waste & Environmental Officer and Chief Executive Officer		
DATE OF REPORT	24 November 2020		

Attachment 10 – Waterwise Council Action Plan for Shire of Bridgetown-Greenbushes

Attachment 11 – Memorandum of Understanding – Shire of Bridgetown-Greenbushes and Water Corporation

Reason for Urgent Business: The deadline for submitting Waterwise Action Plans for funding consideration in 2021/22 is Friday 27 November 2020. Endorsement of the Action Plan at the November Council meeting will open up funding opportunities in early 2021 to implement the Action Plan

OFFICER RECOMMENDATION

That Item C.11/1120 be accepted as urgent business.

OFFICER RECOMMENDATION

That Council:

- 1. Endorse the Waterwise Council Action Plan 2020 for Shire of Bridgetown-Greenbushes.*
- 2. Enter into a Waterwise Council Memorandum of Understanding with the Water Corporation and Department of Water and Environmental Regulation; and*
- 3. Authorise the CEO to execute the Waterwise Council Memorandum of Understanding*

Summary/Purpose

That Council endorse the Shire of Bridgetown-Greenbushes to enter into a Memorandum of Understanding with Water Corporation and endorsement of its first Waterwise Action Plan in order to commence participation in the Waterwise Council Program.

Background

Water Corporation and the then Department of Water launched the Waterwise Council Program in 2009 to build a cooperative working relationship with local governments to improve water use efficiency in their operations and their communities.

Population and economic growth combined with the changing climate are placing additional pressures on those planning, managing and using our water resources. In response, the State Government is creating a portfolio of options to meet our future water demands highlighting the importance of water use efficiency.

The partnership with Local Governments is an essential component in achieving water savings in our communities. The Program will assist the Shire to improve water management of potable and non-potable sources for public open space and facilities. The Program also supports behavioural changes in the community by encouraging the use of products and services designed to reduce water demand.

Council, in February 2017 resolved:

C.05/0217 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”.

To formally join the Waterwise Council Program a Memorandum of Understanding needs to be entered into with the Water Corporation and the Department of Water and Environmental Regulation. The purpose of the Memorandum of Understanding is to outline the Shire of Bridgetown-Greenbushes’ commitment to the Waterwise Council Program and detail the organisation’s commitment to build a cooperative working relationship to sustainably manage water use in the Shire of Bridgetown-Greenbushes area and increase awareness of the importance of building water sensitive communities.

A draft Waterwise Action Plan 2020 has been developed for Council’s consideration. If endorsed the Action Plan is forwarded to the Water Corporation for assessment.

Officer Comment

There is considerable benefit for the Shire to participate in the Waterwise Council Program and join 66 other WA local governments’ that are engaged in the program. By participating in the program the Shire of Bridgetown-Greenbushes will gain access to program resources such as funding, training and technical support to assist the Shire and community to be more waterwise and efficient in water use.

A draft Waterwise Action Plan has been developed that identifies the largest drawdowns of water and identifies various actions to better manage water use. This includes audit and monitoring of water usage, detecting/repairing water leaks, auditing irrigation/reticulation, establishing baseline water budgets for key sites and development of new policies.

Once a Waterwise Action Plan has been endorsed an annual report must be submitted each year (typically in October) to retain Waterwise Council status. The annual report includes reporting on corporate and community scheme water use and updates on how actions in the Plan have been progressed.

As a Waterwise Council the Shire of Bridgetown-Greenbushes will have access to:

- Funding of up to \$10,000 each year as part of the Waterwise Greening Scheme
- Free online waterwise training for staff
- Access to workshops, networking and industry events
- Access to water data and key industry contacts
- Promotional and educational materials for distribution to community
- Data loggers to assist with leak detection

Statutory Environment - Nil

Integrated Planning

- Strategic Community Plan
 - 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
 - Objective 2.2 - Enhanced parklands, reserves and gardens
 - Strategy 2.2.2 - Manage the Shire's parks on a waterwise basis
- Corporate Business Plan
 - Strategy 2.2.2 - Manage the Shire's parks on a waterwise basis
 - Action 2.2.2.1 - Develop a waterwise action plan
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications – Nil

Budget Implications

No specific financial implications are foreseen arising from this report. There is however potential savings from a greater awareness and hence efficiency in resource usage. There will be an opportunity for small grants each year.

Whole of Life Accounting - Nil

Risk Management - Nil

Voting Requirements – Simple Majority

Council Decision Moved Cr Mountford, Seconded Cr Boyle
C.11/1120 That Item C.11/1120 be accepted as urgent business.
Carried 8/0

Council Decision Moved Cr Mountford, Seconded Cr Boyle
C.11/1120a That Council:

- 1. Endorse the Waterwise Council Action Plan 2020 for Shire of Bridgetown-Greenbushes.**
- 2. Enter into a Waterwise Council Memorandum of Understanding with the Water Corporation and Department of Water and Environmental Regulation; and**
- 3. Authorise the CEO to execute the Waterwise Council Memorandum of Understanding.**

Carried 8/0

Responses to Elected Member Questions Taken on Notice - Nil

Elected Members Questions With Notice

Cr Pratico

Question – I have been asked by a few people that attended the recent Remembrance Day Service why the mowing of Memorial Park and particularly the area around the cenotaph wasn't completed by that day.

Response – there was a machinery breakdown in the days leading up to the event that did cause delays but the work was scheduled to be completed. Enquiries are being made about the reasons why this didn't occur.

Question – I have heard that the Shire isn't currently accepting liquid waste at the waste site meaning people have to pay an extra \$120 to have septic pumped out and liquid waste delivered to Bunbury. Is that correct?

Response – The liquid waste pond at the waste site is at full capacity and therefore for most of last winter we have been unable to accept any deposits of liquid waste. This has required liquid waste contractors to make arrangements with other liquid waste disposal facilities. Our capacity was reached by a combination of liquid waste receivables and very low evaporation rates caused by weather patterns. As the weather gets warmer greater evaporation rates can be expected. Utilising funds in the budget it is proposed to construct an additional evaporation pond to address the demand.

Question – Someone approached me complaining that a resident of a property on Steere Street was recently very abusive to her when parking on the road stating it is illegal to park there. Is parking prohibited in this area?

Response – Parking isn't currently prohibited in this location. We have been contacted by a resident on Steere Street expressing concern about vehicles being parked either on the road or over the kerb outside his/her property, blocking sight lines for vehicles exiting the driveway and hindering pedestrian access to the property. As Steere Street is under the control of Main Roads Western Australia the matter was referred to that agency but they advised the Shire could make its own determinations on the matter. Most (but not all) parking occurs for student pick-ups after school so simply prohibiting parking would require those persons to park elsewhere. An assessment of the road, sight lines, etc. is currently occurring to determine if any limitations on parking need to be actioned.

Notice of Motions for Consideration at the Next Meeting - Nil

Matters Behind Closed Doors (Confidential Items)

In accordance with Section 5.23(2) of the Local Government Act the CEO has recommended Items C.13/1212 and C.14/1212 be considered behind closed doors as the subject matter relates to the following matters prescribed by Section 5.23(2):

- The personal affairs of any person.

In accordance with Clause 4.2 of the Standing Orders Local Law the contents of these items are to remain confidential and must not be disclosed by a member to any person other than a member of Council or an employee of the Council to the extent necessary for the purpose of carrying out his or her duties.

ITEM NO.	C.10/1120	FILE REF.	244
SUBJECT	Citizen of the Year Awards		
PROPONENT	Council		
OFFICER	Executive Assistant		
DATE OF REPORT	12 November 2020		

Attachment 9 Confidential Information on Nominees for the 'Citizen of the Year Awards'

Council Decision Moved Cr Pratico, Seconded Cr Johnson, C.10/1120 That Council goes behind closed doors to consider Item C.15/1119 at 5.56pm. Carried 8/0

Council Decision Moved Cr Johnson,, Seconded Cr Bookless C.10/1120a Council considered all nominations and selected a successful candidate for Award categories where nominations were received as follows:

- ***Citizen of the Year – Erica Duffett***
- ***Citizen of the Year – Youth (under 25 years) – Jessica Wright***
- ***Citizen of the Year – Senior (over 65 years) – Erica Gale***
- ***Active Citizenship – Group or Event – The Jubilee Singers***

Carried 8/0

Council Decision Moved Cr Wilson, Seconded Cr Pratico C.10/1120b That Council come out from behind closed doors at 6.05pm. Carried 9/0


It is noted no members from the gallery returned to the Meeting

Closure

The Presiding Member closed the Meeting at 6.05pm

List of Attachments

Attachment	Item No.	Details
1	C.02/1120	Licence to Use and Occupy Corridor Land
2	C.03/1120	Draft South West Regional Councils Designated Area Migration Agreement Memorandum of Understanding
3	C.04/1120	Licence to Occupy (Suttons Lookout)
4	C.06/1120	Rolling Action Sheet
5	C.07/1120	October 2020 Financial Activity Statements
6	C.07/1120	List of Accounts Paid in October 2020
7.	C.09/1120	Location Plan/Aerial Photograph
8.	C.09/1120	Proposed Plans
9.	C.10/1120	Confidential Information on Nominees for the 'Citizen of the Year Awards'
10.	C.11/1120	Waterwise Council Action Plan for Shire of Bridgetown-Greenbushes
11.	C.11/1120	Memorandum of Understanding – Shire of Bridgetown-Greenbushes and Water Corporation

Minutes checked and authorised by T Clynch, CEO		4.12.20
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As Presiding Member, I certify that the Minutes of the Council Meeting held 26 November 2020 were confirmed as a true and correct record of the proceedings of that meeting at the Ordinary Meeting of Council held on 17 December 2020.



Licence to Use and Occupy Corridor Land

Bridgetown Railside Landscaping Project

Arc Infrastructure Pty Ltd
ABN 42 094 721 301

Shire of Bridgetown Greenbushes
ABN 33 987 205 639

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Licence to Use and Occupy Corridor Land

Date ►

Between the parties

Arc

Arc Infrastructure Pty Ltd

ABN 42 094 721 301

of Level 3, 1 George Wiencke Drive Perth Airport, Western Australia 6105

Licensee

Shire of Bridgetown Greenbushes

ABN 33 987 205 639

of 75 Steere Street, Bridgetown, Western Australia 6255

Background

- 1 Arc acts as agent of the Network Lessee in relation to the Network Lessee's rights under the Government Lease concerning the Corridor Land.
 - 2 The Government Lease permits the Network Lessee to grant certain rights of use and occupation in respect of the Corridor Land for permitted uses, including to Local Governments for Civic Purposes.
 - 3 The Licensee wishes to undertake the Licensee's Works within the Licensed Area on Corridor Land.
 - 4 Arc manages, and is responsible for rail safety in respect of, the Corridor Land and Railway Infrastructure and is an accredited rail transport operator under the *Rail Safety National Law (WA) Act 2015* (WA).
 - 5 At the Licensee's request, Arc has agreed (as agent of the Network Lessee) to grant the right to use and occupy the Licensed Area to the Licensee on the terms and conditions set out in this Agreement.
 - 6 The Licensee is a Local Government and the Permitted Use of the Licensed Area is for Civic Purposes.
-

The parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Act** means the *Rail Freight System Act 2000 (WA)*.
- (2) **Agreement** means this document, including any schedule or annexure to it.
- (3) **Arc Indemnified Parties** means:
 - (a) Arc and its Personnel; and
 - (b) each Related Body Corporate of Arc and their Personnel.
- (4) **Authorisation** means any authorisation, consent, approval, resolution, licence, exemption, filing, lodgement, registration, notification, recording, certificate, rating, reporting, permission, authority or right to do something:
 - (a) from, by or with any Government Agency, whether granted following positive action by the Government Agency or arising following the expiry of a period of time without intervention or action by a Government Agency; or
 - (b) in relation to anything which will be fully or partly prohibited or restricted by Law if a Government Agency intervenes or acts in any way within a specified period, the expiry of that period without intervention or action,

required under an Environmental Law or otherwise.
- (5) **Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.
- (6) **Civic Purpose** means a purpose other than a predominant purpose of deriving income or profits, which the PTA considers to be beneficial to the public or a section of the public of Western Australia.
- (7) **Claim** means any claim, demand, action or proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or any other basis.
- (8) **Commencement Date** means the date specified in Item 2 of Schedule 1.
- (9) **Condition Report** means a report agreed by the parties which notes the general condition of the Licensed Area, any Railway Infrastructure and any buildings or structures on the Licensed Area including fittings and fixtures and included at Schedule 3.
- (10) **Confidential Information** means in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:
 - (a) is by its nature confidential;
 - (b) is stated in this Agreement to be confidential;

- (c) is designated by the disclosing party as being confidential; or
- (d) the receiving party knows or ought to know is confidential,

but excludes information which:

- (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;
- (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
- (g) has been independently developed or acquired by the receiving party.

(11) **Consequential Loss** means any indirect or consequential loss, including any loss of or damage to any product, loss of contract, loss of profit, economic loss (except to the limited extent set out below in this definition), loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, any port, shipping or demurrage costs or fees, or any special, indirect or consequential loss or damage (except to the limited extent set out below in this definition), howsoever arising and whether in any action in contract, tort (including negligence), in equity, product liability, under statute or any other basis but does not include:

- (a) in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims;
- (b) the Licensee's liability to pay Arc any amount expressly provided for in this Agreement; or
- (c) any loss, damage or cost arising out of or in connection with fraud or Wilful Default.

(12) **Corporations Act** means the *Corporations Act 2001* (Cth).

(13) **Corridor Land** means land designated as corridor land under Part 3 of the *Rail Freight System Act 2000* (WA).

(14) **Default Rate** means, at a relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 5% per annum.

(15) **Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.

(16) **Environmental Condition** means any Environmental Damage or any event, circumstance, condition, operation or activity which is reasonably foreseeable to be likely to result in Environmental Damage and which in Arc's opinion (acting reasonably) could result in Arc or any other person incurring any material liability or being subjected to a direction of any competent authority.

(17) **Environmental Damage** means any material injury or damage to persons, living organisms or property or any material pollution or impairment of the environment (including any land, air or water) resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

- (18) **Environmental Law** means any Law, notice, decree, order or directive of any authority or otherwise, relating to the environment (as the term environment is defined in the *Environmental Protection Act 1986 (WA)*) or the enforcement or administration of any of those Laws, notices, decrees, orders or directives of any authority or otherwise, and includes:
- (a) the *Environmental Protection Act 1986 (WA)*; and
 - (b) any regulations or orders made under the *Environmental Protection Act 1986 (WA)*.
- (19) **Expiry Date** means 24.00 hrs on the last day of the Term.
- (20) **Fences** means the fences specified in Item 7 of Schedule 1.
- (21) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.
- (22) **Government Lease** means, as the context requires, the:
- (a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties; or
 - (b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties.
- (23) **GST** means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
- (24) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation.
- (25) **Insolvency Event** means the occurrence of any of the following events in relation to a party:
- (a) a judgment in an amount exceeding \$1,000,000 is obtained against the party, or any distress, attachment, execution in an amount exceeding \$1,000,000 is issued against, levied or enforced on any of the party's assets, and is not set aside or satisfied within 14 days or appealed against within the period permitted by the rules of the relevant court;
 - (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act;
 - (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;
 - (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;

- (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within 14 days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
- (f) the party is deregistered or any steps are taken to deregister the party under the Corporations Act;
- (g) the party ceases to carry on business; or
- (h) anything analogous or having a substantially similar effect to any of the events described above happens in connection with that party.

(26) **Law** means:

- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
- (b) legislation of any other jurisdiction with which the relevant party must comply;
- (c) any law or legal requirement at common law or in equity;
- (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.

(27) **Liability** means:

- (a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and
- (b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,

and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.

(28) **Licensed Area** means the area specified in Item 1 of Schedule 1.

(29) **Licensee's Property** means any buildings or other improvements erected on the Licensed Area by the Licensee and any plant or equipment, fixtures or fittings, materials or other property which the Licensee affixes to or brings on to the Licensed Area, including all product the Licensee brings or causes to be on the Licensed Area.

(30) **Licensee's Works** means the works to be carried out by the Licensee, at the Licensee's cost and risk, within the Licensed Area, as set out in Item 6 of Schedule 1.

(31) **Local Government** means a local government established under the *Local Government Act 1995*.

(32) **Month** means a calendar month.

- (33) **Network** means that part of the railway network and associated infrastructure in Western Australia under the ownership or control of Arc or its Related Bodies Corporate and any other railway network and associated infrastructure controlled by Arc and notified to the Licensee from time to time.
- (34) **Network Lessee** means:
- (a) Arc Infrastructure StandardGauge Pty Ltd ABN 35 094 819 360; or
 - (b) Arc Infrastructure NarrowGauge Pty Ltd ABN 73 094 736 900,
- as the context requires.
- (35) **Network Rules** means the Arc Network Safeworking Rules and Procedures issued in accordance with Arc's safety management system approved under section 99 of the Rail Safety National Law together with any amendments, deletions or additions made in accordance with the safety management system and all policies and notices issued by Arc from time to time for the purpose of ensuring the safe use of the Network.
- (36) **Operational Notice** means a notice in accordance with clause 20.2(1)(a).
- (37) **Permitted Use** means the use specified in Item 5 of Schedule 1.
- (38) **Personnel** means the directors, officers, employees, agents, contractors and licensees of a party.
- (39) **Railway Infrastructure** means facilities used in connection with the operation of a railway including:
- (a) railway track, ballast, sleepers, associated track structures, over or under track structures, supports (including supports for equipment or items associated with the use of a railway);
 - (b) tunnels, bridges, viaducts, culverts, pipes, conduits and drains;
 - (c) stations and platforms;
 - (d) train control systems, signalling systems and communication systems;
 - (e) electric traction infrastructure;
 - (f) buildings and workshops; and
 - (g) associated plant machinery and equipment.
- (40) **Railway Property** means any Railway Infrastructure and other equipment or facilities that:
- (a) form part of, or are used by Arc in connection with, the Corridor Land; or
 - (b) are used for the provision of Services,
- and which are located on or below the surface of the Licensed Area at any time.
- (41) **Rates and Taxes** includes all rates, taxes, property levies and any other charges of any kind imposed by a Government Agency in relation to the Licensed Area or other property which includes the Licensed Area.

- (42) **Reinstatement Works** means works that are not works on Railway Infrastructure to be performed by the Licensee, at its cost entirely, to reinstate the Licensed Area to the condition it was in prior to the Licensee's Works.
- (43) **Related Body Corporate** has the meaning given to that expression in the Corporations Act.
- (44) **Services** means all services of any kind connected to or serving the Licensed Area or any property which includes the Licensed Area, including air conditioning, electric power, gas, other energy or utility services, water, sewerage and drainage services, telephone and telecommunications services, fire prevention and fire sprinkler services and safety services.
- (45) **Services Supplier** means any Government Agency or privately owned company or other body which supplies, at Arc's request, a Service.
- (46) **Term** means the term specified in Item 3 of Schedule 1, as extended (if applicable) in accordance with clause 3.2.
- (47) **Third Party Rights** means any easements, licences or other similar rights of any person, granted by Arc or any other person or created in any other way, that:
- (a) exist at the Commencement Date; or
 - (b) are granted or created at any time after the Commencement Date,
- in relation to the Corridor Land.
- (48) **Use Fee** means an annual charge specified in Item 4 of Schedule 1.
- (49) **Wilful Default** means any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omission.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (1) singular words also have their plural meaning and vice versa;
- (2) a reference to one gender includes all genders;
- (3) a reference to a person includes a natural person, firm, body corporate, unincorporated association, partnership, joint venture and a Government Agency;
- (4) an obligation, liability, representation or warranty:
 - (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of 2 or more persons binds them jointly and severally;
- (5) a reference to a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) a reference to the consent of a party means the prior written consent of that party;

- (7) headings are for convenient reference only and do not affect the interpretation of this Agreement;
- (8) a reference to a clause, annexure or a schedule is a reference to a clause, annexure or schedule of this Agreement;
- (9) a thing (including any amount) is a reference to the whole and each part of it;
- (10) where any party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (11) a reference to any Law includes:
 - (a) that Law as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Law;
 - (c) another regulation or other statutory instrument made or issued under that Law; and
 - (d) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (12) a reference to a clause, a schedule, an agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (13) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (14) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (15) a reference to "includes" or "including" must be construed without limitation;
- (16) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (17) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (18) a reference to termination of this Agreement includes the expiry of the Term;
- (19) where a word or expression is defined, cognate words and expressions will be construed accordingly;
- (20) where the Licensee has agreed in this Agreement to procure another party to do or not do any act or thing, failure by the Licensee to so procure will constitute non-compliance

with and a breach of the Licensee's obligations under this Agreement despite that it may have been beyond the Licensee's power and control to so procure; and

- (21) a reference to the "operation of the Network" includes the passage of rolling stock, safe working, rescue and inspection, maintenance, repair and upgrading of land and fixed assets.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2 Licence

2.1 Grant of licence

Subject to:

- (1) all Third Party Rights; and
- (2) the limitations and restrictions described in clause 2.3,

Arc (as agent for the Network Lessee) grants to the Licensee the right to use and occupy the Licensed Area for the Term on the terms and conditions of this Agreement.

2.2 No tenancy or other proprietary rights

The rights granted to the Licensee under this Agreement are contractual rights only and not tenancy rights. The Licensee does not have any tenancy or other interest in the area from time to time comprising the Licensed Area.

2.3 Licensee's acknowledgments

The Licensee acknowledges that:

- (1) the rights granted to the Licensee by Arc under this Agreement are:
 - (a) limited to rights which Arc is authorised or permitted to grant under the Government Lease;
 - (b) limited by the restrictions and conditions relating to those rights in the Government Lease; and
 - (c) subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Licensed Area;
- (2) it does not have or acquire by this Agreement any greater interest in the Licensed Area than the Network Lessee has under the Government Lease;
- (3) this Agreement and the rights granted to the Licensee under this Agreement automatically terminate if the Government Lease terminates or for any other reason Arc ceases to be entitled to grant those rights to the Licensee;
- (4) for the Term of this Agreement and in respect of the Licensed Area, the Licensee will be the occupier of the premises for the purposes of the *Occupier's Liability Act 1985*; and

- (5) the risks associated with its presence on the Licensed Area and to the extent permitted by Law, the Licensee accepts the legal liability which applies to it as the occupier of the Licensed Area.

2.4 Railway Property

- (1) Arc reserves the right to keep or use Railway Property on the Licensed Area during the Term.
- (2) Subject to obtaining the Licensee's prior written consent (which must not unreasonably be refused or delayed) Arc reserves the right to bring onto or to install on the Licensed Area during the Term any other Railway Property provided such Railway Property does not have any adverse material effect on the Licensee's Permitted Use of the Licensed Area.
- (3) Arc may at any time during the Term carry out repairs or maintenance or replacement work in relation to any Railway Property on the Licensed Area and may remove Railway Property at any time, but in doing so Arc must make good any damage caused by Arc to any of the Licensee's Property.
- (4) Save as otherwise permitted by this Agreement or with Arc's express prior approval, the Licensee must not damage or interfere with Railway Property on the Licensed Area and must take reasonable action to prevent damage or interference to the Railway Property by other persons.

2.5 Minerals, fossils and relics

- (1) Any valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Licensed Area, Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area shall as between the parties be and remain the property of the Network Lessee.
- (2) The Licensee must upon the discovery of these things immediately:
 - (a) take precautions to prevent their loss, removal or damage; and
 - (b) give Arc written notice of the discovery.

3 Term

3.1 Term

This Agreement commences on the Commencement Date and terminates on the Expiry Date, unless terminated earlier in accordance with the terms of this Agreement.

3.2 Extension of Term

- (1) If the Licensee wants to extend the Term, it must give written notice to Arc, no later than 3 Months prior to the Expiry Date, of the period of time that the Licensee wishes to extend the Term by.
- (2) Arc may, in its absolute discretion, elect whether or not to agree to an extension of the Term and the applicable terms and conditions for that extension.

3.3 Holding over

If the Licensee continues to occupy the Licensed Area after the expiration of the Term with the written consent of Arc but has not otherwise:

- (1) been granted an extension of the Term; or
- (2) entered into a new agreement governing the Licensee's use and occupation of the Licensed Area,

then the Licensee does so subject to the terms of this Agreement except that Arc or the Licensee may terminate the Licensee's use and occupation of the Licensed Area at any time by written notice to the other party.

4 Use Fee

4.1 Payment

On and from the Commencement Date, the Licensee must pay the Use Fee to Arc:

- (1) annually in advance; and
- (2) within 21 days of the date of a tax invoice issued by Arc for the Use Fee.

5 Other Payments

5.1 Rates and Taxes

- (1) If applicable to the Licensed Area, the Licensee must pay an amount equal to the Licensee's Share of all Rates, and Taxes to Arc within 21 days of the date on which Arc requests payment.
- (2) In this clause 5.1, **Licensee's Share** means the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice or, where the Rates and Taxes relate to or are inclusive of a building or structure on the Licensed Area, then the Rates and Taxes that relate to the building or structure in addition to the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice.

5.2 Services

- (1) The Licensee must pay an amount equal to the Licensee's Share of all Service charges:
 - (a) direct to the relevant Services Supplier before those charges become overdue; or
 - (b) in the case of any such Service charges imposed on Arc, to Arc by the date requested by Arc.
- (2) The Licensee must also pay to Arc on the date and in the manner requested by Arc, an amount equal to the Liability incurred by Arc in connection with the supply of the Services to the Licensee, including Arc's administrative and operating costs reasonably incurred.
- (3) In this clause 5.2, **Licensee's Share** means:

- (a) if the Licensed Area has a separate consumption meter for the relevant Service, 100%; or
 - (b) if the Licensed Area does not have a separate consumption meter for the relevant Service, the relevant Service charges that relate to the Licensed Area (as reasonably determined by Arc) divided by the total Service charges.
- (4) A statement or invoice from Arc will be prima facie evidence of the amount payable in respect of any Service charges which are unmetered.
- (5) If, within 21 days from receiving written notice of a second demand for payment of an amount relating to the provision of any Service, the Licensee does not pay that amount, then Arc may, in its absolute discretion, discontinue the supply of the Service to the Licensed Area until the Licensee has paid in full that overdue amount and any accrued interest, fines, penalties and other charges relating to reconnection of supply of the Services.

6 Interest on Overdue Amounts

- (1) The Licensee must pay interest on any amounts due to Arc under this Agreement which are not paid by the Licensee when due.
- (2) Interest:
- (a) will accrue daily at the rate per annum equal to the Default Rate;
 - (b) will be computed from and including the day when the money on which interest is payable becomes owing to Arc by the Licensee until but excluding the day of payment of that money;
 - (c) will be calculated on the actual days elapsed based on a 365 day year; and
 - (d) must be paid by the Licensee to Arc on demand.

7 Payments

- (1) All payments by the Licensee under this Agreement must be made:
- (a) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;
 - (b) to Arc or any other person nominated by Arc;
 - (c) at the place and in the manner reasonably required by Arc; and
 - (d) no later than 5pm local time in the place where payment is to be made.
- (2) If the Licensee is compelled by Law to make a deduction or withholding from any payment, the Licensee must promptly pay to Arc the additional amount necessary so that the net amount received by Arc equals the full amount which would have been received by Arc if no deduction or withholding had been made.
- (3) Arc does not need to make a demand for payment of any amount required to be paid by the Licensee under this Agreement unless required by Law.
- (4) If:

- (a) Arc in any notice requesting payment for any amount; or
- (b) this Agreement,

does not specify when a payment is due, it is due within 21 days after Arc gives notice requesting payment.

8 Goods and Services Tax

- (1) Except where the context suggests otherwise, terms used in this clause 8 have the meanings ascribed to those terms by the GST Act.
- (2) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 8.
- (3) Unless otherwise expressly stated, all amounts due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 8.
- (4) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (5) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (6) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.
- (7) Any additional amount referred to in clause 8(6) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.
- (8) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.
- (9) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST) varies from the additional amount paid by the Recipient under clause 8(6) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this paragraph) then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any amount payable under this clause 8(9) must be paid no later than 14 days after the Supplier provides an adjustment note to the other party.

9 Works, Cleaning, Maintenance and Fencing Undertakings

9.1 Licensee's Works

- (1) The Licensee must carry out the Licensee's Works on the Licensed Area in accordance with the terms of this Agreement.
- (2) The Licensee must carry out the Licensee's Works:
 - (a) at the Licensee's cost entirely;
 - (b) in accordance with all Laws, all requirements of any relevant Government Agency and any standards applicable to the Licensee's Works;
 - (c) with due care and skill and to a standard reasonably expected by Arc; and
 - (d) at all times in accordance with Arc's Network Rules, codes of practice or any lawful direction of Arc.
- (3) The Licensee must only engage contractors and sub-contractors who are suitably qualified and experienced and the Licensee must coordinate the activities of any contractors or sub-contractors so that the Licensee's Works are performed with due care and skill and to a standard reasonably expected by Arc.
- (4) Arc is permitted to inspect the Licensee's Works at any time.
- (5) The Licensee must, at its cost entirely, promptly rectify any defects identified by Arc by written notice to the Licensee, during the Term or upon completion of the Licensee's Works.

9.2 Building work

- (1) Save as otherwise permitted under clause 9.1(1) in respect of the Licensee's Works, and the Reinstatement Works permitted under this Agreement, the Licensee must not alter, modify, remove or demolish any building or other improvement on the Licensed Area or carry out any other structural work on the Licensed Area or make any other improvements on the Licensed Area, unless the Licensee:
 - (a) obtains any prior consent required by Law for the proposed work, including the consent of the Rail Corridor Minister under section 47 of the *Rail Freight System Act 2000* (WA);
 - (b) obtains Arc's prior written consent, which will be granted or withheld in Arc's absolute discretion;
 - (c) complies with all requirements of any relevant Government Agency and all Laws and standards affecting the work;
 - (d) carries out the work in a safe and proper manner;
 - (e) uses its best endeavours to minimise any damage caused to the Licensed Area;
 - (f) uses only good quality materials; and
 - (g) employs only qualified and competent persons.
- (2) The Licensee acknowledges any improvements made by the Licensee to the Licensed Area will be at the risk of the Licensee.

9.3 Cleaning

The Licensee must:

- (1) keep the Licensed Area clean and free of pests at all times; and
- (2) regularly remove any waste or garbage from the Licensed Area.

9.4 Maintenance

The Licensee must:

- (1) at its own cost, carry out structural work and all remedial works required by Law or any Government Agency as a result of the use to which the Licensee puts the Licensed Area;
- (2) at its own cost, properly repair and maintain the Licensed Area, including any buildings or structures not being used by Arc and the Licensee's Property;
- (3) promptly make good to the satisfaction of Arc any damage to the Licensed Area caused by the Licensee or its Personnel;
- (4) in the case where the building or structure is being used in whole or in part by Arc the maintenance and upkeep of the building or structure being used by Arc will be carried out by Arc and the costs of that maintenance or upkeep will be apportioned to reflect the area used by Arc over the whole area of the building or structure; and
- (5) at its own cost, maintain the Licensed Area to ensure the requirements of the *Occupiers' Liability Act 1985* (WA) and the *Bushfires Act 1954* (WA) are met,

and at all times comply with the requirements of this clause 9.

9.5 Fences

- (1) The Licensee must, at its cost, erect fences on any boundary of the Licensed Area and within the Licensed Area:
 - (a) if necessary for safety reasons given the purpose of the Licensee's use; or
 - (b) if directed to do so by Arc,
- (2) The fences must be of a type and quality and erected in the manner and location agreed by Arc.
- (3) The Licensee must properly repair and maintain any fences on the Licensed Area or within the Licensed Area, including the Fences.

10 Use of Licensed Area

10.1 Permitted Use

The Licensee may only use the Licensed Area for the Permitted Use and must not use the Licensed Area for any other use unless Arc gives its prior written consent.

10.2 Licensee's own enquiries

The Licensee has relied on its own enquiries about how the Licensed Area may be used and not on any representation from Arc.

10.3 No warranty by Arc in relation to the Licensed Area

- (1) Arc does not give any warranty of any kind that the Licensed Area is suitable for any purpose for which the Licensee intends to use it (including for the Permitted Use).
- (2) Any warranty in relation to the Licensed Area which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that Arc is not obliged to repair or improve any buildings or improvements forming part of the Licensed Area or to carry out any other structural works.

10.4 No warranty by Arc in relation to the Services

- (1) The Licensee acquires certain rights in relation to the Licensed Area with the benefit of all Services existing at the Commencement Date. However, Arc does not give any warranty that those Services are adequate or suitable for any purpose (including for the Permitted Use) for which the Licensee intends to use the Licensed Area.
- (2) Any warranty in relation to the Services which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that:
 - (a) Arc is not obliged to ensure that any of the Services are maintained; and
 - (b) any repair, replacement or other work relating to the provision of any Service is the responsibility of the Licensee.

10.5 Licensee to use and operate at own risk

The Licensee's use of the Licensed Area is at its own risk.

11 Safety and Security Undertakings

11.1 Safety and security directions

- (1) Arc may give directions to the Licensee concerning the safety or security of persons or property in relation to the Licensed Area.
- (2) The Licensee must promptly comply with all directions given by Arc in relation to the safety or security of persons or property in relation to the Licensed Area.

11.2 Safety rules

- (1) Without limiting clause 11.1, the Licensee must comply with all safety requirements (including complying with standard practices, procedures and rules and obtaining any relevant accreditation) specified by Arc in connection with the Licensee's use of the Licensed Area or otherwise in connection with this Agreement.
- (2) Arc may by further notice vary or add to those safety requirements at any time.

- (3) The Licensee must also ensure that any such safety requirements, as varied or added to from time to time, are complied with, at all times, by the Licensee's Personnel using the Licensed Area.

12 Accidents and Emergencies Affecting the Network

- (1) If any accident or other event connected with the Licensed Area causes damage to, or adversely affects any part of the Network, the Licensee must:
 - (a) take no action which might jeopardise the safety of the operation of the Network;
 - (b) not, without Arc's prior consent, work on or interfere with any part of the Network which is damaged or otherwise affected by the relevant incident;
 - (c) notify Arc as soon as possible after the Licensee becomes aware of the damage;
 - (d) do everything reasonably possible (including complying with all requirements and directions from Arc) to enable Arc to repair the damage and restore the Network for use as quickly as possible; and
 - (e) promptly comply with all other directions and requirements of Arc in relation to the relevant incident.
- (2) Arc may close off any part of the Network which is damaged. The Licensee may not have access to the part which is closed off without first obtaining Arc's consent.
- (3) This clause 12 does not limit any Liability of the Licensee under any indemnity given to Arc or otherwise arising.

13 Environmental Undertakings

13.1 Licensee's general undertakings

The Licensee must:

- (1) comply with all Environmental Laws and Authorisations applicable to the Licensed Area or the Licensee;
- (2) obtain, at the appropriate time, and do all that is necessary to maintain in full force and effect all Authorisations relating to the Licensed Area or any activity in relation to the Licensed Area;
- (3) not do, or omit to do, anything which might directly or indirectly result in the revocation or suspension of an Authorisation in relation to the Licensed Area; and
- (4) immediately notify Arc on becoming aware of:
 - (a) the existence of any Environmental Condition on or affecting the Licensed Area; or
 - (b) the filing of a Claim against the Licensee in relation to an alleged failure to comply with an Environmental Law or an Authorisation in relation to the Licensed Area.

13.2 Licensee's remediation undertakings

- (1) If at any time (including before or after the Commencement Date):
 - (a) the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee;
 - (b) the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee; or
 - (c) the Licensee breaches any Environmental Law or any Authorisation relating to the Licensed Area or the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area,

the Licensee must as soon as reasonably possible take all necessary action:

 - (d) to comply with all Environmental Laws and Authorisations relating to the Licence Area; and
 - (e) so that the Environmental Condition is no longer present and any Environmental Damage is rectified.
- (2) The Licensee's obligations under this clause continue after the Expiry Date until all Environmental Damage has been rectified and all Environmental Laws and Authorisations complied with.

14 General Undertakings

14.1 Positive undertakings

The Licensee must:

- (1) use the Licensed Area in a safe and proper manner;
- (2) where there are buildings or other structures on the Licensed Area, maintain them to a standard not worse than set out in the Condition Report, fair wear and tear excepted;
- (3) take all measures reasonably necessary to protect people and property in the Licensed Area;
- (4) comply with all relevant requirements of any Government Agency and all Laws in connection with the Licensed Area;
- (5) promptly give Arc a copy of any notice received by the Licensee which relates to the Licensed Area;
- (6) immediately notify Arc if the Licensee becomes aware of any threat to the Licensed Area and comply with all of Arc's directions given for the purpose of protecting property or persons in relation to the Licensed Area; and
- (7) promptly inform Arc after becoming aware of any accident affecting the Licensed Area or any other damage to Licensed Area.

14.2 Negative undertakings

The Licensee must not (and must use its best endeavours to procure that no other person), except with Arc's consent:

- (1) permit or cause sewage, offensive matter or any drainage to flow onto or be placed on Corridor Land;
- (2) interfere with or obstruct the operation of the Network;
- (3) store or use flammable or explosive substance in the Licensed Area;
- (4) do anything which is dangerous, offensive or illegal or which is or may become a nuisance or annoyance to anyone;
- (5) interfere with or obstruct access to or overload the Services;
- (6) modify or interfere with the facilities for the provision of Services or any equipment connected to those facilities;
- (7) use the Licensed Area as a residence;
- (8) permit any other person to take possession of or use the Licensed Area, including permitting any other person to carry on business on or from the Licensed Area;
- (9) vacate the Licensed Area, except as required by this Agreement, or abandon the Licensed Area;
- (10) grant any right or interest of any kind, including a security interest over or in relation to this Agreement or the Licensed Area; or
- (11) fix or place signs, notices or advertisements on or near the outside of the Licensed Area which are not related to safety or other Network requirements.

15 Insurance Undertakings

15.1 Licensee's insurance undertakings

- (1) The Licensee must, at its expense, take out and maintain at all times during the Term and on terms and conditions satisfactory to Arc (acting reasonably):
 - (a) public liability insurance which covers the liability of the Licensee and its Personnel to any person arising out of or in connection with this Agreement or the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property, with a sum insured of not less than \$20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
 - (b) workers' compensation insurance and employer's indemnity insurance which complies with the relevant Laws against all Claims in respect of any personal injury to, or death of, any person employed or engaged by the Licensee which arises out of, or is cause or contributed to by, the performance or non-performance of this Agreement by the Licensees which insurance must provide cover:

- (i) in respect of common law claims, for an amount not less than \$50,000,000 for each occurrence;
- (ii) for compulsory statutory workers' compensation insurance claims, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 1981* (WA) or any other application legislation,

and the Licensee must ensure that each of its contractors, subcontractors and consultants also effects and maintains insurance under any applicable workers' compensation Laws;

- (c) insurance adequately covering loss of or damage to the Licensee's Property;
- (d) any insurance required by Law as a result of the Licensee's use of the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property; and
- (e) any other insurance which is reasonably necessary to adequately protect Arc's interests under this Agreement, having regard to the terms of this Agreement,

(each, an **Insurance Policy**) and each such Insurance Policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

(2) The Licensee must:

- (a) pay each premium due under the Insurance Policies before the due date and, when reasonably requested by Arc, provide evidence of payment;
- (b) when reasonably requested by Arc, provide copies of the Insurance Policies and copies of certificates of currency for each Insurance Policy certified by the insurer;
- (c) immediately notify Arc if:
 - (i) an event occurs which:
 - (A) may give rise to a claim under any Insurance Policy; or
 - (B) could materially affect Arc's interests under this Agreement; or
 - (ii) an Insurance Policy is cancelled;
- (d) if required by Arc, make and pursue a claim under any Insurance Policy; and
- (e) if required by Arc, ensure that Arc's interests are noted on the policy of public liability insurance.

(3) Unless Arc consents, the Licensee must not:

- (a) do or allow anything to be done which could adversely affect any insurance taken out by Arc in connection with the Licensed Area or which could increase the cost of obtaining that insurance; or
- (b) settle, compromise or waive any claim under any Insurance Policy.

15.2 Variation of Sum Insured

Arc may give notice to the Licensee at any time requiring the Licensee to increase the maximum cover for the Licensee's public liability insurance if in the circumstances it is reasonable that the cover be increased.

16 Access to Services and Telecommunications Undertakings

16.1 Services

The Licensee must, at all times, allow any Government Agency (including its Personnel) or any third party authorised by Arc access to any Services over, under or on the Licensed Area for any purpose lawfully required by the Government Agency.

16.2 Telecommunications facilities

- (1) The Licensee must allow Arc or any third party authorised by Arc access to any telecommunications equipment or facility and associated materials over, under or on the Licensed Area at any time.
- (2) The Licensee must not interfere with or disturb any telecommunications equipment or facility or associated materials over, under or on the Licensed Area.

17 Entry and Rectification by Arc

17.1 Right to enter

Arc may enter the Licensed Area at any time without notice:

- (1) for all railway related purposes or anything which Arc is required to do by Law or is permitted to do under this Agreement or under the Government Lease; and
- (2) to deal with any emergency or dangerous situations on or adjacent to the Licensed Area.

17.2 Arc may rectify

Arc may enter the Licensed Area without notice and at any time for the purpose of doing anything which should have been done by the Licensee under this Agreement but which has not been done or has not been done properly.

18 Indemnity and Limit of Liability

18.1 Indemnity by Licensee

Subject to the other provisions of this clause 18, the Licensee must promptly on demand, indemnify and keep indemnified each Arc Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against an Arc Indemnified Party in respect of:

- (1) the death of or injury to any person; or
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) the Licensee's Works;
- (4) the Licensee's use of the Licensed Area;
- (5) the presence of the Licensee or the Licensee's Personnel on Corridor Land;
- (6) any failure by the Licensee to comply with the requirements of any Law or a Government Agency in so far as they relate to the Licensed Area;
- (7) a breach or non-performance of any of the obligations of the Licensee under this Agreement or any reasonable action properly taken by Arc to remedy that failure; or
- (8) any negligent act or omission, fraud or Wilful Default of the Licensee or its Personnel,

but the indemnity will be reduced proportionately to the extent fraud, a Wilful Default or negligent act or omission of an Arc Indemnified Party has contributed to the relevant loss, damage, injury or death.

18.2 Arc not liable

The parties agree that to the extent permitted by Law, Arc is not liable to the Licensee and the Licensee must not make a Claim against Arc in respect any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Licensed Area or the Licensee's Property except to the extent caused by fraud, a Wilful Default or negligent act or omission of an Arc Indemnified Party.

18.3 Arc's limit of liability

- (1) The Licensee acknowledges and agrees that, to the extent permitted by Law and subject to clause 18.3(2), the total liability of the Arc Indemnified Parties to the Licensee for all Claims in connection with this Agreement is limited in aggregate to an amount equal to the aggregate Use Fee actually received by Arc over the term of this Agreement.
- (2) The limit of liability in clause 18.3(1) does not apply to a Claim made by the Licensee against Arc:
 - (a) under any provision of any Law which expressly prohibits the limitation of liability for Liability arising from a breach of that Law; or
 - (b) in respect of Liability arising from:
 - (i) the death of or personal injury to any person; or
 - (ii) any criminal acts, fraud or Wilful Default by Arc or its Personnel.

18.4 Liability for Consequential Loss

Notwithstanding any other provisions to the contrary in this Agreement and to the extent permitted by Law, neither party is liable to the other party in any circumstances for any Consequential Loss.

19 Assignment, Transfer and Encumbrances

19.1 Consent required

The Licensee must not and must not agree or attempt to:

- (1) assign, or attempt to assign, any of its rights;
- (2) sublicense any of its rights;
- (3) novate, otherwise transfer or attempt to transfer, any of its rights or obligations; or
- (4) grant, attempt to grant or allow to exist, a mortgage, charge or other security interest or encumbrance over any of its rights, title and interest,

under this Agreement, without the prior written consent of Arc (which may be withheld in its absolute discretion).

19.2 Exclusion of statutory provisions

The operation of sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from this Agreement.

20 Termination

20.1 Termination by Arc

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, Arc may immediately terminate this Agreement by written notice to the Licensee if:

- (1) the Licensee repudiates this Agreement;
- (2) the Licensee abandons the Licensed Area;
- (3) the Licensee does not pay on the due date, the Use Fee or any amount due to Arc under this Agreement and such failure is not remedied within 14 days of Arc giving notice to the Licensee of the failure;
- (4) the Licensee fails to comply with any of its other obligations under this Agreement and that failure is not remedied within 30 days of Arc giving notice to the Licensee requiring the failure to be remedied; or
- (5) an Insolvency Event occurs in respect of the Licensee.

20.2 Termination by Arc where railway to become operational

- (1) If at any time during the Term, Arc requires a change of the status of the railway within or within in the vicinity of the Licensed Area from non-operational to operational:
 - (a) Arc will provide the Licensee with not less than six (6) Months' prior written notice that the railway is to become operational (**Operational Notice**), such notice to include the date upon which Arc anticipates that the railway will commence operations (**Operations Commencement Date**); and
 - (b) the Licensee must, within 30 days of the date of its receipt of the Operational Notice and at its cost entirely, engage Arc (or Arc's nominated rail accredited

contractor) to reinstate any and all Railway Infrastructure changed or affected by the Licensee's Works or use and occupation of the Licensed Area in accordance with this Agreement (including any formation) in accordance with Arc's then current standards and codes of practice; and

- (c) perform the Reinstatement Works with such Reinstatement Works to be completed, to a standard acceptable to Arc, not less than two (2) Months' prior to the Operations Commencement Date set out in the Operational Notice. .
- (2) If Arc provides the Licensee with an Operational Notice in accordance with clause 20.2(1) then upon the expiry of a period of six (6) Months from the date of the Operational Notice and notwithstanding the Operations Commencement Date, this Agreement will terminate unless specified otherwise.

20.3 Effect of termination

- (1) If Arc terminates this Agreement pursuant to clause 20.1 it will be entitled to damages as if the Licensee had repudiated this Agreement and that repudiation had been accepted and the Licensee must, at its cost:
 - (a) perform the Reinstatement Works before the Expiry Date; and
 - (b) where relevant, engage Arc (or Arc's nominated rail accredited contractor) to reinstate any and all Railway Infrastructure changed or affected by the Licensee's Works or the Licensee's use and occupation of the Licensed Area under this Agreement, including any formation, in accordance with Arc's then current standards and codes of practice.
- (2) If this Agreement terminates due to the expiry of the Term, clause 20.3(1)(a) and 20.3(1)(b) will apply.
- (3) Termination of this Agreement under no circumstances will abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

20.4 Licensee's obligations on termination

Unless otherwise notified in writing by Arc, the Licensee must vacate the Licensed Area leaving it in a condition no worse than when it took over possession of the Licensed Area and remove all the Licensee's Property by the Expiry Date or, if this Agreement is terminated before the Expiry Date, as soon as reasonably possible after this Agreement is terminated.

20.5 Abandonment by the Licensee

- (1) If the Licensee does not remove all of the Licensee's Property in accordance with clause 20.4, Arc may demolish or otherwise remove and dispose of any of the Licensee's Property.
- (2) The Licensee must promptly on demand indemnify Arc against any Liability incurred by Arc in demolishing, removing and disposing of any of the Licensee's Property in accordance with this clause.

20.6 Risk

The Licensee's Property, including the security of it is at the Licensee's risk at all times, including after the termination of this Agreement.

20.7 Damage caused by vacating

- (1) If damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure is caused by the Licensee, its Personnel:
 - (a) using the Licensed Area;
 - (b) vacating the Licensed Area; or
 - (c) removing the Licensee's Property,where:
 - (d) that damage relates to Railway Infrastructure or Railway Property, Arc will, at the Licensee's cost undertake any required repair work; or
 - (e) that damage relates to the Licensed Area or Corridor Land, which is free of any Railway Infrastructure or Railway Property, the Licensee may, with the prior written consent of Arc, undertake any required repair works at its cost and to Arc's satisfaction.
- (2) Arc will invoice the Licensee for the costs of any repair work incurred by it in accordance with clause 20.7(1) and the Licensee must pay Arc the amount specified on the tax invoice within 30 days of the date of the invoice.
- (3) The Licensee's obligations under this clause continue after the Expiry Date until all damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure caused by the Licensee has been repaired by Arc.

21 Costs and Expenses

21.1 Preparation of this Agreement

The Licensee will pay Arc's costs and expenses (including legal costs and expenses) incurred in connection with the preparation, negotiation and signing of this Agreement.

21.2 Managing agent's fees

The Licensee must, as and when required by Arc, pay or reimburse Arc for any fees or other expenses payable by Arc to any managing agents that are appointed to manage the Licensed Area on behalf of Arc.

21.3 Amendment and enforcement costs

The Licensee must, as and when required by Arc, pay or reimburse Arc for all of Arc's costs and expenses (including legal costs and expenses on a full indemnity basis) incurred in relation to:

- (1) any document assigning, varying or surrendering this Agreement;
- (2) giving any waiver, consent or approval under this Agreement at the Licensee's request;
- (3) any default under this Agreement by the Licensee; or
- (4) the enforcement of, or the preservation of any rights under, this Agreement.

21.4 Government imposts

The Licensee must pay when due or earlier if required in writing by Arc or reimburse Arc for, any duty, registration fees and other government imposts (including fines and penalties attributable to an act or omission of the Licensee) payable in connection with this Agreement and all other documents referred to in this Agreement.

22 Confidentiality

22.1 Acknowledgment of confidentiality

Each party acknowledges that the terms of this Agreement and all information provided by one party to the other under this Agreement are secret and must be treated as confidential. Any Confidential Information provided by a party to the other remains the property of the party providing it.

22.2 Confidentiality obligation

- (1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.
- (2) A party must not, without the prior written consent of the other party:
 - (a) use Confidential Information of the other party other than as necessary for the performance of this Agreement; or
 - (b) other than as permitted under clause 22.3, disclose Confidential Information of the other party.

22.3 Permitted disclosure

- (1) Subject to compliance with clauses 22.3(2) and 22.3(3), a party may disclose Confidential Information of the other party:
 - (a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (b) if required by Law or the rules of any stock exchange or any Government Agency;
 - (c) as required or permitted by this Agreement;
 - (d) to a ratings agency;
 - (e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (f) in connection with the management and control of trains on the Network or the efficiency of the Network generally;
 - (g) to enable a party to perform its obligations under or in connection with this Agreement;
 - (h) in relation to the enforcement of its rights under or in connection with this Agreement;

- (i) to its Related Bodies Corporate and its and their respective Personnel;
 - (j) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement;
 - (k) in any proceeding arising out of or in connection with this Agreement; or
 - (l) with the prior written consent of the other party, which must not be unreasonable withheld.
- (2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:
- (a) otherwise keep the Confidential Information confidential; and
 - (b) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 22.
- (3) Before making any disclosure pursuant to clause 22.3(1)(b), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:
- (a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

22.4 Survival

This clause 22 survives termination of this Agreement.

23 Dispute Resolution

23.1 Procedure to settle disputes

- (1) If a bona fide dispute arises between the parties in relation or in connection with this Agreement (**Dispute**) a party claiming that a Dispute has arisen must give notice to the other party or parties to the Dispute specifying the Dispute and requesting its resolution in accordance with this clause 23 (**Notice of Dispute**).
- (2) Subject to clause 23.1(3) the procedure that the parties must strictly follow to settle a Dispute is as follows:
- (a) first, negotiation of the Dispute in accordance with clause 23.2;
 - (b) second, mediation of the Dispute in accordance with clause 23.3; and
 - (c) third, litigation of the Dispute in accordance with clause 23.4.
- (3) Nothing in this clause 23:

- (a) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 23; or
 - (b) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.
- (4) The parties' obligations under this Agreement will continue notwithstanding any Dispute between the parties or the submission of a Dispute to mediation or referral of a Dispute to litigation under this clause 23.
- (5) This clause 23 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
- (6) This clause 23 applies even where the Agreement is otherwise void or voidable.

23.2 Negotiation

- (1) Senior representatives from each party must meet, within five (5) Business Days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.
- (2) If the Dispute is not resolved within 14 days after the Notice of Dispute is given, the Dispute will be referred to the chief executive officers of the parties who must meet, within 21 days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.

23.3 Mediation

- (1) If the Dispute is not resolved within 28 days after the Notice of Dispute is given, the Dispute is by this clause submitted to mediation (**Mediation Notice**).
- (2) The mediation must be conducted in Perth, Western Australia by a single mediator. The Resolution Institute Mediation Rules (at the date of this Agreement) as amended by this clause 23 apply to the mediation, except where they conflict with this clause 23.
- (3) If the parties have not agreed upon the mediator and the mediator's remuneration within five (5) Business Days of the Dispute being referred to mediation:
- (a) the mediator is the person appointed by; and
 - (b) the remuneration of the mediator is the amount or rate determined by, the Chair of the Resolution Institute (WA Chapter) (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of either party.
- (4) Unless the parties otherwise agree:
- (a) each party may appoint a person, including a legally qualified person to represent it or assist it in the meditations;
 - (b) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (c) the costs of the mediator will be borne equally by the parties.

23.4 Litigation

Irrespective of whether or not a Mediation Notice has been issued, if the Dispute is not resolved within one (1) Month after the Notice of Dispute is given, either party may commence legal proceedings in respect of the Dispute in a Court of competent jurisdiction.

24 Notices

24.1 Notices in connection with this Agreement

(1) A notice, approval, consent nomination, direction or other communication (**Notice**) in connection with this Agreement:

- (a) must be in legible writing and in English addressed as shown in Item 8 of Schedule 1 or as specified to the sender by a party by notice;
- (b) may be given by:
 - (i) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee;
 - (ii) post, in which case the Notice is regarded as given by the sender and received by the addressee two (2) Business Days from the date of postage; or
 - (iii) a copy of the Notice may be sent by email, in which case the Notice is regarded as being given by the sender and received by the addressee when the email 'read receipt' is received by the sender, which 'read receipt' must be retained to evidence receipt of the email Notice,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

- (c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- (2) A Notice sent or delivered in a manner provided by clause 24.1(1)(b) must be treated as validly given to and received by the party to which it is addressed even if:
- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.
- (3) In this clause 24.1, a reference to an addressee includes a reference to an addressee's Personnel.

24.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

25 Governing Law

25.1 Law of this Agreement

This Agreement takes effect, is governed by and is to be construed in accordance with the Laws for the time being of the State of Western Australia.

25.2 Jurisdiction

- (1) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- (2) Arc and the Licensee irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia on the basis that the process has been brought in an inconvenient forum.

26 Risk and Cost of Performing Obligations

26.1 Risk and cost

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

26.2 Arc may appoint agents

Arc may appoint any person or persons to represent it in relation to this Agreement and any person so authorised by Arc may exercise the rights and powers of Arc under this Agreement.

26.3 Licensee's Liability

The Licensee is liable for the acts and omissions of the Licensee's Personnel and other persons authorised by the Licensee (including without limitation members of the public) to enter onto or use the Licensed Area (including Corridor Land used for access), as if those acts or omissions were those of the Licensee.

27 General

27.1 Survival of obligations

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant party and survives termination of this Agreement.

27.2 Civil Liability Act

The parties agree that to the extent permitted by Law, the operation of Part 1F of the *Civil Liability Act 2002 (WA)* is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of Law.

27.3 Exercise of rights

- (1) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.

- (2) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (3) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

27.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

27.5 Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the signing of documents.

27.6 Variation

This Agreement may not be varied except in writing signed by all parties.

27.7 Severability

If any provision of this Agreement is voidable, void, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

27.8 Waiver

- (1) Waiver of any right, power, authority, discretion or remedy arising on default under this Agreement must be in writing and signed by the party granting the waiver.
- (2) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under this Agreement does not result in a waiver of that right, power, authority, discretion or remedy.

27.9 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Licensee as agent of Arc for any purpose whatever and the Licensee has no authority or power to bind Arc or to contract in its name or to create a liability against it in any way or for any purpose.

27.10 Public statements

The Licensee agrees that it will not in any circumstances make any statements to or provide any information to any form of media which may concern in any way Arc or its business or any other matters referred to in this Agreement without first having obtained Arc's written consent to do so and that it will direct any media enquiries to Arc.

27.11 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

27.12 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

27.13 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

27.14 Survival

Clauses 13, 18, 20, 22, 23, 24, this clause 27 and any rights or obligations which accrued in respect of a prior breach of this Agreement, survive the expiry or termination of this Agreement.

27.15 Entire understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Schedule 1 Details

Item 1 Licensed Area

That part of the Corridor Land comprising approximately 310 square metres of area delineated in red on the plan in Schedule 2.

Item 2 Commencement Date

The date upon which the last party executes this Agreement.

Item 3 Term

Five (5) years from the Commencement Date.

Item 4 Use Fee

\$1

Item 5 Permitted Use

The performance and ongoing maintenance of the Licensee's Works.

Item 6 Licensee's Works

Subject to the Licensee obtaining prior written approvals from Arc to the contrary, the installation of the following native plants:

- a) Acacia cognata 'Limelight';
- b) Grevillea thelemanniana 'Gilt Dragon';
- c) Grevillea x 'Autumn Waterfall';
- d) Grevillea 'Peaches and Cream';
- e) Leptospermum (varied);
- f) Correa alba 'white correa' (or varied);
- g) Banksia (varied shrub species); and/or
- h) Eremophila (varied),

provided the maximum plant height of the above do not exceed 1.5 metres.

For the avoidance of doubt, the Licensee must not plant any shrubs which grow taller than the height specification above, and must not plant any trees within the Licensed Area.

Item 7 Fences

Nil.

Item 8 Address for service of each party

- (1) Arc's postage address for service is:

Address: Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Email: corridorplanning@arcinfra.com with a copy sent to legal@arcinfra.com

Attention: Corridor Planning and Legal

(2) Licensee's postage address for service is:

Address: 75 Steere Street, Bridgetown, Western Australia 6255

Email: ceo@bridgetown.wa.gov.au

Attention: Chief Executive Officer

Schedule 2 Licensed Area

See attached diagram 2020-01-005-LE-D-200.



LICENCED AREA COORDINATES		
POINT	EASTING (m)	NORTHING (m)
PT01	420372.844	6242113.153
PT02	420369.926	6242113.853
PT03	420345.831	6242013.367
PT04	420348.748	6242012.668

LEGEND	
	ARC INFRASTRUCTURE PTY. LTD.
	LICENCED AREA 310.0m²
	ARC INFRASTRUCTURE RAIL CORRIDOR

Reference Drawing Number	Reference Drawing Title	Rev	Drafted	Date	Revision Details	Checked	Approved	Scale
		1	KM	29.10.2020	ISSUED FOR USE - UPDATED CORRIDOR BOUNDARY DATA	HM	CR	Horizontal Datum GDA94-MGA50
		0	KM	24.07.2020	ISSUED FOR USE	HM	JW	Vertical Datum AHD
								Scale 1:200 @ A1

	Drafted	K. MILNER	Date	01.04.2020
	Designed	-	Date	-
	Regional Engineer	-	Date	-
	Checked	H. MACKEY	Date	30.10.2020
	Approved	C. RICHARDS	Date	30.10.2020

BRIDGETOWN	
SHIRE OF BRIDGETOWN - GREENBUSHES	
LICENCE TO USE AND OCCUPY CORRIDOR LAND	
Drawing No.	2020-01-005-LE-D-200
Rev.	1

Schedule 3 Condition Report of Buildings and other structures on Licensed Area

Not applicable.

Signing page

Executed as an Agreement

Executed by
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

The seal of the
Shire of Bridgetown Greenbushes
ABN 33 987 205 639
was hereunto affixed

in the presence of:

Signature of Chief Executive Officer

Signature of Shire President

Name of Chief Executive Officer

Name of Shire President

DRAFT - 2020

MEMORANDUM OF UNDERSTANDING

Between

Shire of Dardanup

and

South West Region Group of Councils

**IMPLEMENTATION OF THE SOUTH WEST REGIONAL COUNCILS
DESIGNATED AREA MIGRATION AGREEMENT (DAMA)**

1. Introduction

The Shire of Dardanup has agreed to manage the preparation of a Feasibility Study and an Implementation Plan to establish a Designated Area Migration Agreement (DAMA) on behalf of the South West Group of Councils comprising:

1. Shire of Augusta-Margaret River,
2. Shire of Boyup Brook,
3. City of Bunbury,
4. City of Busselton,
5. Shire of Bridgetown-Greenbushes,
6. Shire of Capel,
7. Shire of Collie,
8. Shire of Donny-Brook Balingup,
9. Shire Harvey, 10. Shire of Manjimup,
11. Shire of Nannup.

in accordance with the terms and conditions contained in this Memorandum of Understanding (“the/this Memorandum”).

2. Funding

Each Local Government will provide the cash contribution as per **Attachment 1** to the Shire of Dardanup to fund a Feasibility Study and Implementation Plan to establish a Designated Area Migration Agreement covering the South West Region.

3. Objectives

The purpose of the Feasibility Study is to identify the regional workforce needs in each location and overall as a region.

The purpose of the Feasibility Study is to create a unified approach to the assessment of Regional Workforce needs in each location and overall as a Region. The Study will focus on the south west regions high growth industries including agribusiness, forestry, health and social services, tourism and hospitality, construction and mining and would include specific occupations and conditions that will assist our region to address our most acute labour shortages by enabling employers to sponsor overseas workers in a broader range of occupations than the existing skilled migration visa pathways. The occupations approved the DAMA will reflect the unique labour requirements in the region

Upon completion of the needs assessment and the Feasibility Study the appointed Consultant would provide recommendations to an Implementation Plan to establish the DAMA and for ongoing administration to support the program.

4. Responsibilities of the individual Local Governments

Each individual Council is responsible for liaising and providing support to the appointed Consultant, in particular by identifying relevant stakeholders, employers and labour agencies within each local government’s area.

5. Tenure

- I. This Agreement shall commence on the first day of October 2020.
- II. The Memorandum shall be effective until the Feasibility Stud and Implementation Plan to establish a Designated Area Migration Agreement has been completed.

Signatures

I have read the above Memorandum of Understanding and agree to the terms and conditions of use set out above.

..... STEPHANIE ADDISON-BROWN CHIEF EXECUTIVE OFFICER SHIRE OF AUGUSTA-MARGARET RIVER Signed / / 2020 AARON BOWMAN ACTING CHIEF EXECUTIVE OFFICER SHIRE OF BOYUP BROOK Signed / / 2020
..... TIM CLYNCH CHIEF EXECUTIVE OFFICER SHIRE OF BRIDGETOWN- GREENBUSHES Signed / / 2020 MALCOLM OSBORNE CHIEF EXECUTIVE OFFICER CITY OF BUNBURY Signed / / 2020
..... MIKE ARCHER CHIEF EXECUTIVE OFFICER CITY OF BUSSELTON Signed / / 2020 IAN MCCABE CHIEF EXECUTIVE OFFICER SHIRE OF CAPEL Signed / / 2020
..... XXXXXXXXXXXXXXXXXX CHIEF EXECUTIVE OFFICER SHIRE OF COLLIE Signed / / 2020 ANDRÉ SCHÖNFELDT CHIEF EXECUTIVE OFFICER SHIRE OF DARDANUP Signed / / 2020
..... BEN ROSE CHIEF EXECUTIVE OFFICER SHIRE OF DONNYBROOK-BALINGUP Signed / / 2020 ANNIE RIORDAN CHIEF EXECUTIVE OFFICER SHIRE OF HARVEY Signed / / 2020

<p>.....</p> <p>ANDREW CAMPBELL CHIEF EXECUTIVE OFFICER SHIRE OF MANJIMUP Signed / /2020</p>	<p>.....</p> <p>DAVID TAYLOR CHIEF EXECUTIVE OFFICER SHIRE OF NANNUP Signed / /2020</p>
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ATTACHMENT 1

Local Government Annual Financial Contribution

In accordance with Clause 2 of the Memorandum of Understanding, each Local Government will provide the following cash contribution to the Shire of Dardanup as per the MOU.

LGA	Contribution
Shire of Augusta-Margaret River	\$5,000
Shire of Boyup Brook	\$5,000
City of Bunbury	\$5,000
City of Busselton	\$5,000
Shire of Capel	\$5,000
Shire of Collie	\$5,000
Shire of Dardanup	\$5,000
Shire of Donny-Brook Balingup	\$5,000
Shire of Greenbushes-Bridgetown	\$5,000
Shire Harvey	\$5,000
Shire of Manjimup	\$5,000
Shire of Nannup	\$5,000

BAI Communications Pty Limited

ACN 086 048 562

Shire of Bridgetown-Greenbushes

ABN 33 987 205 639

LICENCE TO OCCUPY
SITE: SUTTONS LOOKOUT
SITE NO: 6004

LICENCE TO OCCUPY

This DEED made the _____ day of _____ 2020

BETWEEN: BAI COMMUNICATIONS PTY LIMITED
(ACN 086 048 562)

c/- Level 10, Tower A 799 Pacific Highway, Chatswood NSW
 ('Licensee')

AND: Shire of Bridgetown-Greenbushes
(ABN 33 987 205 639)

c/- 1 Steere Street, Bridgetown WA ('Licensor')

BACKGROUND

- A. The Licensor owns the Land
- B. The Licensor has agreed to grant the Licensee a licence to access and occupy the Licensed Area, subject to the terms set out in this document.

OPERATIVE PART

1. Interpretation

In this Deed, unless the context otherwise requires:

- (a) **Adjoining Area** means any area of the Land adjacent to the Licensed Area.
- (b) **Authority** means any court, government department, local council, statutory authority, regulatory authority, public or private utility or other public or private body that has a right to impose a requirement or charge a fee in connection with the Land, the Licensee's communications network, the use of the Licensed Area by the Licensee, or any services in relation to any of those items.
- (c) **Broadcast Licence** means the licence required to operate the Equipment used to transmit a Broadcast Service at or from the Site.
- (d) **Broadcast Service** means a service provided using the broadcasting services bands and includes radio, television and datacasting services;
- (e) **Building** means the building situated upon the Land, comprising the equipment room.
- (f) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.
- (g) **Carrier** means a carrier under and as defined in the Telecommunications Act 1997 (Cth).

- (h) **Commencing Date** means the date in Item 5.
- (i) **CPI** means the Consumer Price Index (All Groups Weighted Average 8 Capital Cities) published by the Commonwealth Statistician, or any similar index which replaces it.
- (j) **Default Rate** means the rate of 2% per annum above the rate charged by the Licensor's principal bankers for overdraft accommodation exceeding \$100,000 determined on the first day of each month for the period for which interest is to be calculated.
- (k) **EME** means radio frequency electromagnetic emissions.
- (l) **Equipment** means the equipment described in Item 12 which is installed by the Licensee on the Licensed Area at any time.
- (m) **Fixed Fee for Electricity Consumption** means, where the parties have agreed such a fee, the fee set out in Item 10.
- (n) **Land** means the land described in item 1.
- (o) **Law** means any present or future statutes, rules, regulations, proclamations, ordinances or by-laws, or amendment, consolidation or replacement of them.
- (p) **Licence** means the licence to access and occupy the Licensed Area, granted by the Licensor pursuant to this document.
- (q) **Licence Fee** means the fee set out in Item 9.
- (r) **Licensed Area** means the area described in Item 2.
- (s) **Licensee's Agents** means the Licensee's employees, officers, agents and contractors, and any other person at the Licensed Area at the Licensee's request and with the Licensee's express authorisation.
- (t) **Related Body Corporate** has the meaning given in section 50 of the Corporations Act 2001 (Cth).
- (u) **Review Date** means each anniversary of the Commencing Date.
- (v) **Term** means the term of the Licence described in Item 4, which begins on the Commencing Date and ends on the Terminating Date, unless determined prior to that date by a party in accordance with this Licence.
- (w) **Terminating Date** means the date specified in Item 6.
- (x) A reference to an Item means the relevant item in the Reference Schedule.
- (y) Words importing the singular include the plural and vice versa.
- (z) Words importing a gender include any gender.
- (aa) A reference to a party to any document includes that party's successors and permitted assigns.

1A. CONDITION PRECEDENT

1A.1 Clauses with Effect from Execution

Clauses 1 (Interpretation), 8.4 (Insurance), 8.3 (Indemnity), 7 (Default), 15.5 (Notices), 15.2 (Governing Law), 15.3 (Severance), 13 (Confidentiality) and 15.4 (No Waiver) of this Deed take effect upon execution of this Deed.

1A.2 Condition Precedent

This Deed, other than the clauses set out in clause 1A.1, is subject to and conditional upon, and will not have effect unless one of the following events has been satisfied or their satisfaction have been waived by Licensee in accordance with clause 1A.5, within 3 months from the date of this Deed:

- (a) The Treasurer giving notice to the Licensee that the Commonwealth Government does not object to the Licensee's acquisition of interest in the land and no condition is imposed by the Treasurer on such acquisition; or
- (b) The Treasurer giving notice to the Licensee that the Commonwealth Government does not object to the Licensee's acquisition of interest in the land subject to the imposition by the Treasurer of a condition or conditions, which condition or conditions are acceptable to the Licensee; or
- (c) The Treasurer being precluded by the Foreign Acquisition Takeovers Act 1975 ('FATA') or Australia's Foreign Investment Policy from making an order, prohibiting the Licensee from acquiring the interest in land;

1A.3 Waiver of Condition Precedent

The Condition Precedent in clause 1A.2 is imposed for the benefit of the Licensee and can only be waived by the Licensee in whole or part, by serving written notice to the Licensor.

2. GRANT OF LICENCE

- (a) The Licensor grants to the Licensee an exclusive licence to construct and install the Equipment on the Licensed Area, including to run cabling to and between the Equipment, and to operate, repair, service, dismantle, remove and replace the Equipment in accordance with this Deed.
- (b) In exercising its rights under clause 2(a), the Licensee must:
 - (i) comply with the requirements of any relevant Authority and applicable Law; and
 - (ii) not carry out any work of a structural nature to the Licensor's facilities without the Licensor's prior written consent which shall not be unreasonably withheld or delayed.

- (c) Nothing in this document:
- (i) Confers upon the Licensee any rights as a tenant of the Licensed Area; or
 - (ii) Creates the relationship of landlord and tenant between the parties.

3. TERM

3.1 Term of Licence

The Term begins on the Commencing Date and ends on the earliest of:

- (a) the Terminating Date; or
- (b) the date of termination by a party in accordance with this Licence.

3.2 Holding Over

If the Licensee continues to occupy the Licensed Area with the Licensor's consent after the Terminating Date, it does so as a licensee on the periodic basis set out in Item 8, on the terms of this Licence except that either party may terminate the licence by giving 12 months' prior notice in writing to the other to expire on the expiry date of the holding over period.

3.3 Option to Renew

If an Option Term is specified in Item 7, the Licensor must grant to the Licensee, a new licence of the Licensed Area for that Option Term if:

- (a) the Licensee gives the Licensor written notice not more than 6 months before and not less than 3 months before the Terminating Date; and
- (b) the Licensee is not at the date of the notice under paragraph (a) in default under this Licence.

3.4 Terms of Option Licence

The terms of the new licence for the Option Term must contain the same terms and conditions as this Licence except that:

- (a) the Licence Fee from the Commencing Date of the new licence will be the Licence Fee payable on the Expiry Date of this Licence subject to any adjustment provided under this Licence;
- (b) the new licence will include any variations to this Licence agreed by the parties in writing during the Term;
- (c) if Item 7 contains details for only 2 Option Terms, the details for the Second Option Term are deleted; and
- (d) If Item 7 contains details for only 1 Option Term, the details in Item 7 are deleted and the words "Not applicable" are inserted in their place.

3.5 Cessation or Surrender of Broadcast Licence

If the Equipment is to be used to transmit a Broadcast Service and the Licensee ceases to be authorised to operate the Broadcast Licence for any

reason, the Licensee may terminate this Licence and the Licensor shall give the Licensee a refund of any part of the licence fee paid in advance.

3.6 Termination for Interference

The parties acknowledge that despite the care taken by the authorities in allocating radio frequencies, there is a risk of interference to a Broadcast Service transmitted by the Licensee because the nature and number of high powered broadcasting transmitters on or in the vicinity of the Land may create an environment that is unsuitable for sensitive broadcasting equipment. If the Licensee experiences interference affecting the Broadcast Service from other services the Licensor will cooperate and work with the Licensee to address the interference. If, despite the Licensor's cooperation, the Licensee is unable to address the interference to the Licensee's satisfaction within a reasonable period, the Licensee may terminate the Licence on 7 days' written notice and the Licensor shall give the Licensee a refund of any part of the licence fee paid in advance.

3.7 Damage or destruction

If either or both of the Building or the Licensee's Equipment or any related infrastructure of those structures, including any associated or adjacent access route, used by the Licensee on the Licensed Area is destroyed or damaged to the extent that it or they can no longer be used for the purpose envisaged in this Licence as determined by the Licensee acting reasonably, then, at Licensee's election:

- (a) a proportionate part of the Licence Fee will abate until the Licensed Area can again be used for the purpose envisaged in this Licence; and/or
- (b) the Licensee may terminate this Licence by giving the Licensor 7 days' written notice and the Licensor shall give the Licensee a refund of any part of the licence fee paid in advance.

4. LICENCE FEE

4.1 Fee

- (a) The Licensee must pay the Licensor the annual Licence Fee in **item 9** in advance each year during the term of the Licence, subject to receipt of a valid tax invoice from the Licensor for such amount.
- (b) The first payment will be paid by Licensee within 14 days of receipt of a valid tax invoice from the Licensor for such amount.

4.2 Payment

- (a) The Licensee must pay the Licence Fee by electronic funds transfer to the Licensor's bank account, details of which will be advised by the Licensor to the Licensee in writing from time to time.

4.3 Road Maintenance Cost

- (a) To pay to the Licensor from time to time during the Term thirty three percent (33%) of the reasonable and proper costs incurred by the Licensor in

maintaining and repairing Sutton Close to a condition commensurate with its condition as at the commencement of the term ("Works") subject always to the following conditions:

(b) If the cost of any Works amount in total less than \$2,000.00 the Licensor may carry out any of the Works without the prior reference to the Licensee provided that the Licensor shall supply the Licensee with reasonable evidence of the need for the Works to be carried out.

(c) If the cost of any Works amount in total to more than \$2,000.00 prior to the commencement of the Works the Licensor shall submit to the Licensee:

- i. Reasonable evidence of the need for the Works to be carried out.
- ii. For the Licensee's prior written approval, two (2) quotations for the Works, and the Licensee may direct which (if any) of the quotations should be accepted.

And if the Licensor does not satisfy clauses (c)(i) and (c)(ii) the Licensee shall not be liable to make any contribution in respect of the Works.

5. ELECTRICITY AND POWER CHARGES

5.1 Electricity Supply

- (a) The Licensor must provide the Licensee with an uninterruptable electricity supply for the Equipment, and the Licensee may connect the Equipment to the uninterruptable electricity supply in the Building which is closest to the Equipment.
- (b) One of the following arrangements will apply to the payment by the Licensee of charges for electricity consumed by the Licensee's Equipment:
 - (i) Where the Licensee has arranged connection and metering of power consumed by the Licensee's Equipment with an energy supplier, the Licensee will be responsible for payment of charges for power consumed by the Licensee's Equipment directly to the energy supplier;
 - (ii) Where the Licensor has the benefit of an exemption from Electricity Regulations pertaining to the resale of electricity, the parties may agree a fixed fee for payment by the Licensee for power consumed by the Licensee's Equipment. Where agreed, this fee is set out at Item 10 and is payable annually in advance each year during the term of the Licence, subject to receipt of a valid tax invoice from the Licensor for such amount; or
 - (iii) The Licensor will invoice Licensee annually in arrears for power consumed by the Licensee's Equipment based on a reading of a kilowatt hour check meter. Licensor will include details of the amount of power consumed by the Licensee's Equipment in each invoice issued to the Licensee.

6. LICENSEE'S OBLIGATIONS

6.1 General Obligations:

The Licensee must:

- (a) only use the Licensed Area in accordance with the terms of this Licence;
- (b) comply promptly with:
 - (i) any statute in respect of its use of any equipment, plant or other property in the Licensed Area; and
 - (ii) any requirements, notices or orders of any government agency having jurisdiction or authority in respect of the Licensed Area or its use to the extent they are applicable to the Licensee.
- (c) keep the Licensed Area in good condition and repair having regard to its condition at the date the Licensee is given possession;
- (d) comply with any reasonable rules or directions made or given by the Licensor and notified to the Licensee in writing in respect of the Licensed Area.

6.2 Prohibitions on Licensee

The Licensee must not, nor will it permit any third party to:

- (a) store, dispose of or transport over the Licensed Area any hazardous substances without the Licensor's approval (other than those substances reasonably required (and in such reasonable quantities) for the operation and maintenance of the Licensee's Equipment);
- (b) make any change or alteration or addition to the Licensed Area without the Licensor's prior written consent, which consent will not be unreasonably withheld;
- (c) damage the Licensed Area, or anything in the Licensed Area (whether or not it is the property of the Licensor), or injure any person in or around the Licensed Area;
- (d) use the Licensed Area for any illegal purpose or do anything that is dangerous or offensive or that may interfere with anybody else's use of the Licensed Area or any nearby property;
- (e) allow any animals onto the Licensed Area;
- (f) do or fail to do anything which may cause a breach of or a default under or otherwise adversely affect the Licensor's tenure to the Land of which the Licensee has actual notice.

6.3 Repair damage

If the Licensee causes any damage to the property on the Land or any part of the Land in the exercise of any of its rights under this Licence and in particular when installing, maintaining or removing its property, then the Licensee must comply with the Licensor's reasonable requirements for reinstating the damaged property, including:

- (a) arranging the necessary repairs and charging the Licensee reasonable costs for doing so; or

- (b) requiring the Licensee to carry out the necessary repairs, at its own cost, in a manner and using contractors approved by the Licensor, acting reasonably.

6.4 Licensor's Obligation to repair

The Licensor shall be responsible for maintaining the Building and any of its equipment in good repair, order and condition during the term of the Licence.

7. DEFAULT

7.1 Breach

A party breaches this Licence if:

- (a) it fails to comply with any of the terms of this Licence, including (without limitation):
 - (i) in the case of the Licensee, it does not pay to the Licensor the Licence Fee or any other amount due under the Licence by the due date; or
 - (ii) if it repudiates its obligations under this Licence,
- (b) an application is made for its winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution, or to place it under administration;
- (c) it enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (d) a receiver, receiver and manager, provisional liquidator, trustee, administrator or similar official is appointed or steps are taken for such an appointment, over any of its assets or undertaking, or
- (e) the party is a natural person and:
 - (i) dies or becomes mentally ill or incapable of managing his own affairs;
 - (ii) does not have full legal capacity;
 - (iii) is declared bankrupt; or
 - (iv) enters into any scheme with, or makes any assignment of his estate for the benefit of any of his creditors.

7.2 Result of breach

If a party breaches this Licence, the non-defaulting party will give the defaulting party a notice requiring the defaulting party to remedy the breach within 28 days, or such shorter period as may be reasonable having regard to the nature of the breach.

7.3 Failure to remedy

If the defaulting party fails to remedy the breach within the specified period, the non-defaulting party may immediately terminate the Licence by giving written notice to the defaulting party and may exercise any other legal rights that it may have.

8. INDEMNITIES & INSURANCE

8.1 Risk

The Licensee exercises its rights under the Licence at its own risk.

8.2 Release and Indemnity

Each party releases and indemnifies the other party from and against all claims, actions and demands that arise directly as a result of damage, loss, injury, or death caused directly by that party's access to or use of the Licensed Area; or its unlawful or negligent acts or omissions (except to the extent that the other party caused or contributed to that act or omission by an unlawful or negligent act or omission on its part).

8.3 Insurance

The Licensee must obtain and maintain insurances in respect of the following:

- (a) public liability for at least the amount in **item 11**;
- (b) workers compensation; and
- (c) other policies which a prudent person engaged in a similar business or undertaking to the Licensee's would effect.

Upon request, the Licensee must provide the Licensor with evidence of the insurance.

9. YIELDING UP AND MAKING GOOD

Within 3 months' of the Terminating Date (except where the Licensee will continue to occupy the Licensed Area pursuant to the exercise of an option for a further term) or earlier termination of this Licence in accordance with its terms, the Licensee must, at its cost, remove all of its Equipment located aboveground and any signs from the Licensed Area and the Adjoining Area installed by the Licensee and make good any damage caused by such removal:

- (a) as near as practicably possible to the condition of the Licensed Area at the Commencing Date;
- (b) to the Licensor's reasonable satisfaction; and
- (c) fair, wear and tear excepted;

but nothing in this clause will oblige the Licensee to do any other work of a structural or capital nature unless it is necessary because of the Licensee's negligent act or omission.

10. ACCESS TO LICENSED AREA & SECURITY

10.1 24 hour access

- (a) The Licensee, or any of the Licensee's agents, may enter the Land, with or without equipment and vehicles, 24 hours a day, 7 days a week during the Term, to exercise any of the Licensee's rights and obligations under this Licence without the need for prior notice.
- (b) If the Licensed Area can only be accessed by a right of way or other access right which the Licensor has over adjoining land, the Licensor must ensure

that the Licensee has the right to use such right of way or other access right at all times during the Term without notice.

10.2 Security

The Licensee must secure the Licensed Area when it is unoccupied provided it is reasonably practicable to do so.

10.3 Signage

- (a) The Licensee may display signs on the Licensed Area and/or Adjoining Area which the Licensee is required to display for commercial, operational or safety reasons or as required by Law.
- (b) The Licensee must ensure that the signs erected under this clause comply with all requirements of any relevant Authority.

11. ASSIGNMENT, SUB-LETTING & OTHER DEALINGS

11.1 Licensor's consent

The Licensee may

- (a) assign this Licence with the Licensor's prior written consent, which will not be unreasonably withheld or delayed; and
- (b) subject to clause 11.2, grant a licence of the Licensed Area, with the Licensor's prior written consent, which will not be unreasonably withheld or delayed.

11.2 Other

- (a) Notwithstanding clause 11.1, the Licensee may assign the Licence or grant a licence of the Licensed Area to any of:
 - (i) a Related Body Corporate of the Licensee;
 - (ii) a Carrier or holder of a Broadcast Licence; or
 - (iii) any other entity lawfully entitled to operate a Telecommunications network under the Telecommunications Act 1997 (Cth) without being a Carrier;

without the Licensor's consent being required.
- (b) The Licensee must give the Licensor written notice of any assignment or licence under this clause within one month after the date of any such assignment or licence.

11.3 Licensee Released

Upon completion of any assignment in accordance with the terms of this Licence, the Licensee shall be released from all of its obligations and liabilities under or in connection with this Licence which arise after the date of assignment.

11.4 Sale Of Land

If the Licensor sells, assigns or transfers its interest in the Land, the Licensor shall assign the benefit of this Licence to the party which acquires the Licensor's interest or rights ("**Purchaser**"), in which event:

- (a) The Licensor shall procure that the Purchaser either:
 - (i) executes a deed poll in the Licensee's favour covenanting to observe and perform the Licensor's obligations under this Licence; or
 - (ii) enters into an agreement (on terms acceptable to the Licensee) with the Licensee novating this Licence.

12 GST

- (a) Words and expressions used in this clause have the same meanings as those in the Act called A New Tax System (Goods and Services Tax) Act 1999.
 - (i) Subject to paragraph (ii), if a party makes a taxable supply to the other party under this document the recipient of the taxable supply must pay (at the same time and in the same manner as the amount for the taxable supply is due to be paid) the amount of any GST payable in respect of the taxable supply.
 - (ii) If an amount is expressed to include GST, no additional GST shall be payable by a party in respect of the supply for which that price is provided.
- (b) A party making a taxable supply must deliver a valid tax invoice to the party liable to pay for the taxable supply and payment shall be due within 30 days of receipt of the said tax invoice.

13 CONFIDENTIALITY

The parties agree and acknowledge that the terms of this Licence are confidential.

The parties agree not to reproduce for the purpose of distributing or otherwise disclose to third parties the terms of this Licence or its existence except with the prior written consent of the other party, unless such distribution or disclosure:

- (a) is required by law;
- (b) is to a party's advisor(s) and such advisor(s) agree(s) to comply with this clause; or
- (c) is necessary for a party to comply with its obligations or enforce its rights under this Licence.

14 COSTS

14.1 Licensor's Costs and Expenses

The Licensee and the Licensor shall pay their own costs and expenses incurred in connection with the negotiation, preparation and execution of this document.

14.2 Stamp duty

The Licensee must promptly pay any stamp duty or other taxes of a similar nature payable in respect of this document.

15 GENERAL

15.1 Business Day

If the day on which a party must do something under this Licence is not a Business Day:

- (a) if the act requires payment that is due on demand, the party must do it on or by the next Business Day; and
- (b) in any other case, the party must do it on or by the previous Business Day.

15.2 Governing Law

This document is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

15.3 Severance

Any provision of this document which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this document nor affect the validity or enforceability of that provision in any other jurisdiction.

15.4 No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

15.5 Notices

- (a) Any notice given under this Licence must be in writing and by delivery in person, by pre-paid post or by fax addressed to the receiving party at the address set out in Item 3.
- (b) Any notice given in accordance with this Licence will be deemed to have been duly served:
 - (i) in the case of posting at the expiration of 2 Business Days after the date of posting; and
 - (ii) in the case of fax, on the first Business Day after the date of transmission (providing the sending party receives a fax machine verification report indicating that the notice has been transmitted).
- (c) A party may at any time change its address, postal address or facsimile number by written notice to the other party.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the first date hereinbefore mentioned.

THE COMMON SEAL of BAI COMMUNICATIONS PTY

LIMITED is fixed to this document in the presence of

.....
Signature- Director

.....
Signature- Director/Company Secretary
(Please delete as applicable)

.....
Name of Director (Print)

.....
Name of Director/Company Secretary
(Print)

THE COMMON SEAL of SHIRE OF BIRDGETOWN-GREENBUSHES

is fixed to this document in the presence of

.....
Signature- Director

.....
Signature- Director/Company Secretary
(Please delete as applicable)

.....
Name of Director (Print)

.....
Name of Director/Company Secretary
(Print)

REFERENCE SCHEDULE

Item 1: Land	Bridgetown Lands 365, 366 bring Lot 20 on Diagram 74909 being the whole of the land comprised in Certificate of Title Volume 1840 Folio 560.
Item 2: Licensed Area	The Licensed Area is delineated in red including the access road delineated in blue on the plan attached plan.
Item 3: Address for Notices	<p>Licensor: Name: Shire of Bridgetown-Greenbushes Attention: Chief Executive Officer Address: 1 Steere Street, Bridgetown WA 6255 Telephone: (08) 9761 0800 Facsimile: (08) 9761 2023</p> <p>Licensee: Name: BAI Communications Pty Ltd (Attn: Property Portfolio Manager) Address: Level 10, 799 Pacific Highway Chatswood NSW 2065 (PO Box 1212, Crows Nest NSW 1585)</p> <p>Telephone: 02 8113 4666 Facsimile: 02 8113 4647</p>
Item 4: Term	Fifteen (15) years
Item 5: Commencing Date	1 June 2018
Item 6: Terminating Date	31 May 2033
Item 7: Option Term	<p>One further terms of 15 years each</p> <p>Option 1: Term: 15 years Commencing Date: 1 June 2033 Terminating Date: 31 May 2048</p>
Item 8: Holding Over Periodic Basis	12 Monthly

Item 9: Annual Licence Fee	\$1.00 per annum (exclusive of GST)
Item 10: Fixed Fee for Electricity Consumption	Not used.
Item 11: Public Liability Insurance	\$20 Million
Item 12: Equipment	<p>All infrastructure and equipment associated with radio and television broadcasting, radio communications and other telecommunications services.</p> <p>And includes all other improvements constructed on or within the Licensed Area by the Licensee.</p>



ROLLING ACTION SHEET

ROLLING ACTION SHEET
November 2020 (encompassing Council Resolutions up to Council Meeting held 29 October 2020)

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	✓
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' within the Rural zone of the scheme area. 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. 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. 	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. 3. Noted. 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 	<p>November 2020 Plantation Applications Policy still to be reviewed.</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 Council for further consideration.</p>		<p>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).</p> <p>November 2018 New draft Bushfire Hazard Assessment being prepared by consultant, to assist further consideration of plantation exclusion.</p> <p>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 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>		
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		<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> <p>August 2019 BHL to be presented to Council in November 2019.</p> <p>September 2019 Draft BHL referred to DLPH and DFES for preliminary feedback, before being presented to Council.</p> <p>October 2019 Preliminary response received from DFES on draft BH. Pending feedback from DPLH.</p> <p>November 2019 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p> <p>December 2019 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p> <p>January 2020 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p>		
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			<p>February 2020 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p> <p>March 2020 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p> <p>April 2020 Preliminary response received from DFES on draft BHL. Pending feedback from DPLH.</p> <p>May 2020 Preliminary response received from DFES on draft BHL. Contact with DPLH made in May 2020 for pending feedback. Meeting to be scheduled shortly.</p> <p>June 2020 Meeting with DPLH scheduled for 26 June 2020 to discuss draft Bushfire Hazard Level Assessment.</p> <p>July 2020 Meeting with DPLH scheduled held on 26 June 2020 to discuss draft Bushfire Hazard Level Assessment. Councillor Briefing to be held on 23 July 2020 regarding draft Bushfire Hazard Level Assessment and other bushfire issues.</p> <p>August 2020 Councillor Briefing held 23 July 2020 on findings of the BHL and bushfire framework review update. Final BHL to be presented to Council in August 2020 for adoption.</p> <p>September 2020 Bushfire Hazard Level Assessment adopted by Council 27 August 2020. Local Planning Strategy progressing. Plantation Applications Policy still to be reviewed.</p>	
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			<p>October 2020 Plantation Applications Policy still to be reviewed.</p>	
<p>C.16/0513 Greenbushes Overnight Stay Facility</p>	<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. 3. Seek the approval of the Minister for Local Government for approval of the transit park and bunkhouse 4. Consider allocation of a sum of \$6,000 in the 2013/14 budget for development of the transit park and hikers bunkhouse. 	<p>T Clynych</p>	<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 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</p>	<p>November 2020 No further update.</p>

		<p>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 Dumping 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 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> <p>September 2019 A large scale plan (encompassing the feedback from previous community consultation) is currently being prepared for presentation at a forthcoming community engagement session.</p> <p>October 2019 A draft plan has been prepared as a precursor to community consultation.</p> <p>December 2019 Update Plan has been completed. Next round of community consultation to commence in January.</p> <p>February 2020 Community consultation currently occurring.</p> <p>March 2020 Awaiting completion of community engagement period before any submissions will be assessed.</p> <p>April 2020</p>		
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			<p>Submissions currently being assessed.</p> <p>May 2020 Update provided to May Concept Forum. Intending to present findings of community consultation to the Greenbushes community prior to matter being presented to Council. Timing of community presentation subject to further easing of COVID-19 public gathering restrictions.</p> <p>July 2020 Staff to attend next Grow Greenbushes meeting to provide feedback on community consultation for the project.</p> <p>September 2020 Community briefing on outcomes of community consultation scheduled for 30 September 2020 in Greenbushes.</p> <p>October 2020 Community briefing on outcomes of community consultation held on 30 September 2020 in Greenbushes. It is now intended to proceed with the development of detailed plans and costings in order to make the project 'shovel ready' for future grant opportunities.</p>	
C.06/0416 Bridgetown Railside Landscaping Project	That Council seek a review of the decision by Brookfield Rail regarding the proposed Bridgetown Railside 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</p>	<p>November 2020 An item is included in the November Council agenda seeking endorsement of a Licence to Use and Occupy Corridor Land so that the landscaping may proceed.</p>

			<p>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 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>		
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		<p>November 2018 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> <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> <p>September 2019 Further communication with Arc Infrastructure regarding Pratt Road has occurred. Arc Infrastructure has linked resolution of the Pratt Road issue with progressing the rail side landscaping approvals.</p> <p>March 2020 In February discussions were held with Arc Infrastructure. A draft agreement is being</p>		
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		<p>prepared by Arc Infrastructure as a precursor to a licence being issued for the work.</p> <p>April 2020 Communication with Arc Infrastructure has occurred with more details of the proposed landscaping provided.</p> <p>May 2020 The Shire's lease of the railway reserve has been amended to define the landscaping area. Now that has been achieved a specific approval for the proposed landscaping is required and a plan detailing the proposal has been submitted to Arc Infrastructure.</p> <p>June 2020 The Shire's lease of the railway reserve has been amended to recognise the area adjacent to the rail line that we have been trying to get approval to landscape for several years. Staff are now submitting details of the planting to Arc Infrastructure for specific approval.</p> <p>July 2020 Planting details have been submitted to Arc Infrastructure for formal approval.</p> <p>August 2020 A draft legal agreement has been received from Arc Infrastructure and is being assessed prior to presentation to Council.</p> <p>September 2020 The revised License to Occupy with Public Transport Authority (PTA) for the railway reserve had to be resolved before the agreement with Arc Infrastructure could be progressed. That License to Occupy was endorsed by Council last month and the documents have been forwarded to PTA. This will now allow the agreement with Arc Infrastructure to be progressed</p>		
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			<p>October 2020 Communication has recommenced with Arc Infrastructure about the terms of the proposed Agreement.</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>	<p>November 2020 Dump point for railway car park scheduled for installation on 30 November 2020.</p>

		<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> <p>October 2019 The approval process for connection of sewer to the proposed dump point in the railway car park (Bridgetown) has commenced.</p> <p>The draft concept plan for the Greenbushes</p>		
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			<p>Sportsground Precinct shows a proposed dump point.</p> <p>November 2019 Application for sewer connection for dump point in railway car park has been submitted to Water Corporation.</p> <p>February 2020 Dump point application for Bridgetown has been submitted and installation is expected by June 2020. Signage to incorporate dump point insignia will be required and this will be an opportunity to review advance warning signage on entrance to Bridgetown.</p> <p>Greenbushes camp area is included in current community consultation for Greenbushes Sportsground Precinct.</p> <p>May 2020 Installation of the dump point in railway car park has been deferred as trenching of Spencer Street is required for sewer connection and plumber raised concerns about trenching in Winter. Works have been rescheduled for Spring.</p> <p>Greenbushes camp area is included in current community consultation for Greenbushes Sportsground Precinct.</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 and to manage and protect the Wetlands and associated unique fauna and flora of the region.	T Clynych	<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 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>November 2020 A meeting was held with officers of DBCA on 2.11.20 to discuss the process for removing the water bodies from State Forest. Follow-up from those officers in writing is expected by the end of November.</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>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> <p>September 2019 DWER is currently conducting stakeholder consultation on the abolition of the Greenbushes Catchment Area under the Country Areas Water Supply Act 1947 on the basis that water quality issues with this source means that it is no longer used by the Water Corporation to supply public drinking water. The DWER recommendation is that the catchment should now be abolished to enable increased recreation, tourism and customary activities.</p> <p>October 2019 The process to transfer the land from State Forest is progressing.</p> <p>March 2020 The Shire President and CEO had a meeting with the Minister for Environment about</p>		
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			<p>growth strategy projects and took the opportunity to ask for an update on transfer of the former Water Corporation dams to the Shire. A response was subsequently received from the Minister advising that DBCA is supportive in-principle of the Shire's request to use the dams for recreation but a number of issues need to be addressed with both the Shire and Water Corporation. A meeting of all parties is to be requested to expedite the matter.</p> <p>May 2020 A meeting of relevant agencies is required but hasn't been able to be arranged due to COVID-19. With the current easing of restrictions a meeting is to be scheduled.</p> <p>July 2020 A meeting with DBCA is being arranged for August.</p> <p>August 2020 A meeting was held with DBCA to discuss a number of matters including the dumping gully precinct. This led to an understanding that a meeting with all parties (Shire, DBCA and Water Corporation) needs to be held and this is currently being arranged.</p> <p>September 2020 A request has been submitted to DBCA for a meeting to be held between Shire, DBCA and Water Corporation to identify issues to enable this proposal to be progressed.</p>		
C.05/1216 Greenbushes Townsite Carpark	<p>That Council:</p> <ol style="list-style-type: none"> 1. Adopts in principle the proposed Greenbushes Town Centre Carpark and Access Concept Plan. 2. 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 	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>	November 2020 No further update.	

	<p>Greenbushes for the purposes of creating a formalised car parking area.</p> <p>3. Requests the CEO to finalise the plan to include appropriate drainage, road access and parking and traffic ways.</p> <p>4. Requests the CEO to identify suitable funding opportunities for the project.</p>		<ul style="list-style-type: none"> • Consultation still in progress • 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>	
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		<p>March 2019 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> <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>September 2019 Discussions have been held with Talison on the proposed revised design of the car park, excluding the land unable to be purchased. A final plan and cost estimates are expected by the end of September.</p> <p>October 2019 Talison has made some variations to the carpark design and intends to consult with the Greenbushes community on those changes. The updated plan is to be presented to the November Concept Forum.</p> <p>November 2019 Discussions being held with Talison Lithium P/L on final negotiations with affected property owners and process to follow for acquisition of the subject land.</p> <p>February 2020 Meeting held with Talison Lithium to discuss project. Board approval to meet land acquisition costs is currently being obtained. Talison Lithium is also reviewing construction cost estimates.</p>		
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			<p>March 2020 Updated land acquisition costs provided to Talison to enable its Board to consider funding allocation to the project.</p> <p>June 2020 Land acquisition is to be funded by Talison as part of the Greenbushes CBD Parking & Safety Enhancement Project in the Growth Strategy. Advice was received from Talison in June that due to economic factors the funding of the land acquisition had to be deferred until 2021/22.</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</p>	November 2020 No further update.	

		<p>at the Council workshop held on 10.12.18.</p> <p>February 2019 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> <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>October 2019 A scope for the proposed workshop has been developed and will be presented to the November Concept Forum as well as an update on "service level" modelling being done by the south west integrated planning network (of which the Shire is a member).</p> <p>November 2019 Discussion occurred at November Concept Forum with workshop scheduled for approximately February 2020.</p> <p>December 2019 Update Discussion occurred at November Concept Forum. Council workshop to be held in February 2020.</p> <p>March 2020 Due to other urgent matters arising the scheduling of the workshop in March didn't occur. A date in April is to be sought.</p>		
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			<p>June 2020 At the June 2020 Concept Forum staff and councillors workshopped the hierarchical classifications and the setting of hierarchies for each park and reserve. This information feeds into the next workshop planned for the August Concept Forum which will be for the identification of specific service levels for each hierarchy.</p> <p>September 2020 A second workshop was held with councillors at the September Concept Forum.</p> <p>October 2020 A workshop session was held at the September Concept Forum. Councillors expressed support for the Levels of Service noting that it is a live document. The next step is for Shire staff to plan, implement and control technical service levels to influence the community service levels including the allocation of resources to service activities that the organisation undertakes to best achieve the desired service levels in this document and any other essential activities. These will be linked to the asset management plan and the annual budgets covering operations and maintenance. Assessment of costs and risks within resources available in the long-term financial plan may result in trade-off of service levels performance and/or an improvement plan to achieve a sustainable position. The financial implications will be discussed in the next 6 months.</p>		
C.05/0217 Registration as a	That Council endorse the recommendation from its Sustainability Advisory Committee and direct the	T Clynych	Request has been submitted (April 2017).		

<p>“Waterwise Council”</p>	<p>CEO to submit a request to the Water Corporation for commencement of the process to becoming a “Waterwise Council”.</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> <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.</p> <p>February 2020 The CEO will refer development of key components of the Action Plan to SAC Committee for discussion.</p> <p>March 2020 A request has been submitted to Water Corporation for updated community and council water use reports so we can make a start on reviewing our water consumption. The intention is to develop a Waterwise Action Plan with the assistance of the Sustainability Advisory Committee.</p> <p>August 2020 With the commencement of the new Waste & Environmental Officer the development of a waterwise action plan will progress.</p> <p>September 2020 Further statistical information on Shire water use has been provided by Water Corporation and preparation of a draft Action</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 	<p>S Donaldson</p>	<p>Plan is scheduled to commence next week.</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. 6. Noted. To be actioned. <p>November 2018 Liaison with Shire's planning consultant and DPLH staff continuing.</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</p>	<p>November 2020 Bushfire Hazard Level Assessment adopted by Council on 27 August 2020. Local Planning Strategy progressing.</p>	
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	<p>Executive Officer to forward to the Western Australian Planning Commission:</p> <p>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</p> <p>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> <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> <p>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.</p> <p>b) forward a copy of the notice to and seeking a memorandum in writing setting out any recommendations in respect of the resolution to:</p> <p>(i) the local government of each district that adjoins the local government district;</p> <p>(ii) each licensee under the Water Services Act 2012 likely to be</p>		<p>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 on Planning Precinct Analysis. See C.14/0310 above in relation to Bushfire Hazard Level Assessment.</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> <p>September 2019 Preliminary draft Local Planning Strategy referred to DPLH for feedback.</p> <p>October 2019 Pending DPLH feedback on draft Local</p>		
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	<p>(iii) affected by the scheme; 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>Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>November 2019 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>December 2019 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>January 2020 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>February 2020 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>March 2020 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>April 2020 Pending DPLH feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.</p> <p>May 2020 Contact made with DPLH for pending feedback on draft Local Planning Strategy and draft Bushfire Hazard Level Assessment.. Meeting to be held as soon as possible. Feedback</p> <p>June 2020 Preliminary feedback from DPLH received on draft Local Planning Strategy. Meeting with DPLH scheduled for 26 June 2020 to discuss draft Bushfire Hazard Level Assessment and draft Local Planning Strategy.</p> <p>July 2020</p>		
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			<p>Meeting with DPLH held on 26 June 2020 to discuss draft Bushfire Hazard Level Assessment and draft Local Planning Strategy. Follow up meeting with DPLH scheduled for 27 July 2020 to discuss draft Local Planning Strategy, with further work continuing.</p> <p>August 2020 Councillor Briefing held 23 July 2020 on findings of the BHL and bushfire framework review update. Final BHL to be presented to Council in August 2020 for adoption. Work on draft Local Planning Strategy continuing.</p> <p>September 2020 Bushfire Hazard Level Assessment adopted by Council on 27 August 2020. Local Planning Strategy progressing.</p>	
<p>C.06/0418 Proposed Road Closure for Amalgamation – Adjoining Roe Street, Bridgetown</p>	<p>That Council, in relation to the proposed closure for amalgamation of the road adjoining Roe Street, Bridgetown, as per Attachment 8:</p> <ol style="list-style-type: none"> Notes the public submissions received, as per Attachment 10, and the Shire staff responses in the Schedule of Submissions, as per Attachment 11. 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. 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	<ol style="list-style-type: none"> Noted. Noted. Referred to DPLH on 2 May 2018, response pending. <p>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.</p> <p>December 2018</p>	<p>November 2020 DPLH response still pending.</p>

			<p>No progress since November update.</p> <p>January 2019 Decision of DPLH pending on proposed road closure. Overall audit of outstanding matters not progressed.</p> <p>March 2019 Decision of DPLH pending on proposed road closure. Overall audit of outstanding matters commenced and liaison continuing with DPLH staff.</p> <p>May 2019 DPLH response still pending.</p> <p>June 2019 Response from DPLH still pending.</p> <p>July 2019 Response from DPLH still pending.</p> <p>August 2019 Response from DPLH still pending.</p> <p>September 2019 Liaison continuing with DPLH regarding land distribution.</p> <p>October 2019 Liaison continuing with DPLH regarding land distribution.</p> <p>November 2019 Pending final response from DLPH.</p> <p>November 2019 Pending final response from DLPH.</p> <p>January 2020 DPLH response still pending. Contact made January 2020.</p> <p>February 2020 DPLH response still pending.</p> <p>March 2020 DPLH response still pending.</p> <p>April 2020 DPLH response still pending.</p> <p>May 2020 DPLH response still pending.</p> <p>June 2020</p>		
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			<p>DPLH response still pending. July 2020 DPLH response still pending. August 2020 DPLH response still pending. September 2020 DPLH response still pending. October 2020 DPLH response still pending.</p>	
<p>C.08/0718 Licence to Occupy – Greenbushes Railway Station</p>	<p>That Council:</p> <ol style="list-style-type: none"> 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. 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. 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. Assist the Greenbushes Discovery Centre finalise the business plan for consideration by all parties, including potential funding partners. 	<p>T Clynych</p>	<p>Correspondence has been forwarded to Arc Infrastructure (September 2018)</p> <p>November 2018 A response to the Shire’s correspondence is yet to be received.</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 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.</p> <p>March 2020 No progress since last update. Note this project is not a ‘Shire’ project but a ‘Grow Greenbushes’ project so Shire involvement is minimal.</p> <p>July 2020 Council has earmarked the funding of this project in 2020/21 via grant opportunities. A business case is currently being developed with the majority of information being provided by Grow Greenbushes.</p>	<p>November 2020 A meeting was held with Arc Infrastructure on 30.10.20 to discuss the outstanding items around the removal of the railway station building from its current site. This includes the identification of what party the building will be “gifted” to. As Talison Lithium is the owner of the Greenbushes Discovery Centre that company has been approached to see if it wishes to accept the gifting. A response is expected by early December.</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>September 2019 The CEO did discuss the scope of the project with members of the Sustainability Advisory Committee and obtained useful feedback. A project scope is currently being prepared and investigations occurring into suitable landscape architects to progress the design of the creek beautification and car park design.</p> <p>October 2019 A request for quote has been prepared and has been sent to three selected landscape architects.</p> <p>February 2020 A meeting with interested consultants is being scheduled.</p> <p>March 2020 Five consultants were invited to attend a site visit to discuss the project. The aim of the site visit was to invite interested consultants to quote on the preparation of a detailed project brief and tender document to support the Project. One consultant accepted the invitation (the others declined or did not respond). The consultant has provided a quote which will be reviewed by the Executive Leadership Team on 24 March 2020.</p>	<p>November 2020 No progress since last update.</p>
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			<p>April 2020 Consultant selected to prepare scope of works.</p> <p>May 2020 Scope of works completed. Next step is to seek quotes/proposals from consultants (landscape designers/engineers) for the project.</p> <p>October 2020 Discussions have been initiated with Arc Infrastructure and Public Transport Authority to determine any outstanding matters that require attention or approval for the Greenbushes Railway Station relocation to proceed.</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 with possible representation from Grow Greenbushes and the Shire to develop a project plan and to identify funding sources for the proposal. 	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> <p>October 2019 All Stakeholders have confirmed interest in a collaborative approach to the development of Public Art, in Particular a proposal to expand art trails in Greenbushes and Bridgetown. EMCS, Grow Greenbushes Representatives and Ms Trudy Clothier will attend a meeting of Blackwood Valley Arts Alliance (Blackwood Creative) on 5 November to formally identify roles, responsibilities and progress of project planning and grant funding.</p> <p>November 2019</p>	<p>November 2020 EMCS has met with new Chair of BC to discuss the project and BC's ongoing involvement. Grow Greenbushes are currently in abeyance until February due to festive season. CS Department currently collating photographs and data for the expansion of the Art Trail Booklet (reprint) to be expanded to include all public art in Greenbushes and new public art in Bridgetown. EMCS will follow up with Grow Greenbushes in 2021 to determine if interest in the identified DW Stinton statue is still a priority for the Greenbushes community in terms of public art outcomes.</p>

		<p>EMCS attending a meeting of Blackwood Creative Inc on Tuesday 5 November, along with representatives from Grow Greenbushes. Discussion on potential funding bodies and the need for the development of a business plan, including full budget (income and expenditure) and concept designs/artist selection process/community engagement ensued. Inform agreement to progress stage 3 to include Greenbushes statue, revision of art trail booklet to include existing and proposed public art in Greenbushes and to identify key future public art proposals in Bridgetown. Formal acknowledgement of establishment of working partnership with Grown Greenbushes, Shire and Blackwood Creative to be documented and issued to all parties via correspondence by 30 November 2019.</p> <p>December 2019 No responses from stakeholders received as yet. Informal discussions with Grow Greenbushes and Blackwood Creatives continuing.</p> <p>January 2020 Review of Council's Public Art Strategy is scheduled for February 2020 to include preliminary feedback from discussions with Grow Greenbushes and Blackwood Creatives. Council endorsement of this document will be sought in due course.</p> <p>February 2020 EMCS meeting with Blackwood Creatives and Grow Greenbushes on 10 March to discuss public art and progress of project planning for relevant projects.</p> <p>March 2020 Blackwood Creatives have provided written confirmation to support the collaborative</p>		
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		<p>approach to public art in Bridgetown and Greenbushes. Grow Greenbushes written confirmation pending. EMCS attended March meeting of Blackwood Creatives and preliminary discussions regarding how to proceed were held (pending correspondence from Grow Greenbushes confirming involvement). Suggested start points include review of Public Art Strategy and the Art Trail Booklet (to include Water Corp funded art and all existing public art in Greenbushes). Focus would then shift to the overall proposal to develop additional public art in both towns.</p> <p>April 2020 Letter of response from Grow Greenbushes still pending. Verbal advice is that the Committee support the collaborative approach. No meetings held to progress collaboration due to COVID19. EMCS to commence review of Public Art Strategy in May 2020.</p> <p>July 2020 Preliminary review completed for ELT consideration – to be followed by consultation with Blackwood Creatives and wider community.</p> <p>October 2020 Written confirmation received from Grow Greenbushes officially confirming commitment to work collaboratively with BC and Shire on public art projects. Invite also issued to the Greenbushes Art Trail organizing committee. Response pending. BC has had a number of changes to committee roles/vacancies. EMCS will need to meet with new committee to ensure ongoing participation in public art projects as previously endorsed in BC meetings.</p>		
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<p>C.13/0619 Community Engagement Outcomes – Visitor Information Management Model and Visitor Information Services Location</p>	<p>That Council:</p> <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. 	<p>E Denniss</p>	<p>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. September 2019 Consultation event held on 28 August 2019 in partnership with the BGBTA. Business/tourism industry survey prepared to be opened 16 September and conclude 31 October. October 2019 Online survey remains open until 31 October 2019. Responses to be assessed and report to Council November 2019. November 2019 Consultation event completed. Survey of industry (business/tourism operators) completed and findings presented at November Concept Forum. Formal approaches to Bridgetown CRC and Blackwood Creatives Inc to be completed by 30 November. Preparation of business case to outsource service provision of visitor information services (in current location) to commence. December 2019 Investigations into suitable consultants to</p>	<p>November 2020 CEO has identified a second consultant. Formal approaches (EOI) will be progressed this month to 2 consultants.</p>	
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		<p>assist with preparation of business case have commenced. No response from either stakeholder to correspondence issued in November received to date.</p> <p>January 2020 Response from Bridgetown CRC has been received indicating interest in exploring the management model and opportunities to outsource service delivery of the Visitor Centre received. CEO and EMCS to meet with CRC Board on 11 February 2020.</p> <p>February 2020 CEO and EMCS met with Bridgetown CRC to discuss relevant issues. Meeting with BGBTA to be scheduled.</p> <p>March 2020 Bridgetown CRC board have submitted an overview as to how this organization could foresee the delivery of visitor information services within their auspice. BGBTA have not yet responded to an invitation to meet. A follow up letter will be issued inviting them to progress their interest via submission of an overview as to how it sees the delivery of visitor information services within their auspice. Depending on the response to this request, the business case development aspect of the review can begin with either or both overviews as the starting point (via appointed consultant to work with either or both groups).</p> <p>April 2020 A follow up letter was issued to BGBTA. EMCS advised verbally on 22 April BBTA are considering the preparation of a framework of how/what services they see aligning with their operations. Anticipate this will be received in May.</p> <p>May 2020 Update provided to the May Concept Forum</p>		
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			<p>where it was noted that the business case will be based on 2 options, one being the Bridgetown CRC managing the visitor centre and jigsaw gallery and the other option being the Bridgetown CRC managing the visitor centre and the BGBTA managing the jigsaw gallery.</p> <p>July 2020 CEO and EMCS met with a suitable consultant on 22 July 2020. Priority for business case development is the 3 Growth Strategy projects identified by SWDC as 'shovel ready' (due by 30 August). Once these are completed Visitor Centre business cases can commence (in consultation with key stakeholders).</p> <p>September 2020 Focus remains on finalizing the 5 growth strategy projects with 3 draft business cases completed to date.</p> <p>October 2020 Due to workload identified consultant is not able to progress the VC business cases. Investigation of other consultants currently underway.</p>	
C.07/1119 Proposal to Remove Two Parking Bays in Steere Street	<p>That Council:</p> <ol style="list-style-type: none"> 1. Defer any consideration for removal of car parking bays in Steere Street pending investigations into possible redesign of the Civic Centre car park and conversion of Stewart Street into a one way thoroughfare. 2. Request the CEO to investigate and report back on the possibility and practicalities of changing Stewart Street to a one way street, including an assessment of whether the Hampton Street end of the street can be retained as two way access. 	T Clynych	<p>March 2020 No progress since last update</p> <p>April 2020 Work has commenced on preparing plans for possible redesign of car park as well as investigations into Stewart Street design and traffic flow.</p> <p>May 2020 Plans completed and will be presented to June Concept Forum.</p> <p>June 2020 Awaiting feedback from MRWA before tabling plans at Concept Forum.</p> <p>July 2020 A report will be presented to the August</p>	<p>November 2020 Consultation on revised plan has commenced.</p>

	<p>3. Request the CEO to investigate and report back on redesigning the Civic Centre car park including the possibility of making each entrance to the car park one-way only.</p>		<p>Concept Forum August 2020 Revised plans were presented to the August Concept Forum for discussion and will shortly be subject to a community consultation exercise. September 2020 Community consultation to commence shortly.</p>	
<p>C.03/0320 Request for Pathway connecting Highland Estate to Town Centre</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Receive the correspondence noting the request by residents of Highland Estate for construction of a pathway for pedestrian and cycling between the Estate and town centre. 2. Request the CEO to investigate the potential alignment of a pathway connecting Highland Estate to the existing Nelson Street pathway. The results of this investigation, including cost estimates and potential funding sources, is to be presented back to Council for the 2020/21 review of the 10 Year Strategic Works Program. 	<p>T Clynych</p>	<p>April 2020 Response has been sent to proponent of the petition. September 2020 No progress since last update. This proposal will be raised for consideration by councillors at next review of 10 year strategic works plan. October 2020 At the October Concept Forum there was discussion about the parameters guiding the next review of the 10 Year Strategic Works Program. Included in this discussion was the question of whether councillors wished to consider allocating more funding for construction of dual use paths and the feedback provided was that no changes to current funding parameters was supported. Nevertheless the possible scheduling of planning and/or construction of a pathway to Highland Estate will be included for discussion at the next review of the 10 Year Strategic Works Program</p>	<p>November 2020 No progress since last update.</p>
<p>C.04/0320 Order to Take Measures to Prevent Straying Stock</p>	<p>1. That Council withdraw the order placed on the owner of the property at RSN 298 Connell Road, Catterick requiring the owner to make necessary arrangements to ensure that stock is contained within that property and to remove any existing cattle grids within the road reserve of Connell Road.</p>	<p>T Clynych</p>	<p>April 2020 Order has been withdrawn. Work yet to be commenced on cattle grids position/policy. August 2020 An audit of gates and cattle grids within road reserves is currently being undertaken in</p>	<p>November 2020 No progress since last update.</p>

	2. That the CEO report back to Council on the need for determining a position or policy on the use of cattle grids on public roads.		order to inform preparation of a draft policy		
C.05/0320 Statement of Local Environmental Risks and their Mitigation	That Council: 1. Receive the 'Statement of Local Environmental Risks and their Mitigation' prepared by Sustainability Advisory Committee. 2. Consider in the upcoming review of the Corporate Business Plan the bringing forward the preparation of a climate change strategy to 2020/21. 3. Direct the CEO to prepare a scope for preparation of a climate change strategy and present back to Council by July 2020.	T Clynych	April 2020 Work on scope yet to commence. June 2020 At the June Concept Forum discussion occurred on a recent initiative put forward at a meeting of the Warren Blackwood Alliance of Councils which proposes the member local governments joining together to prepare a sub-regional climate change strategy. Further investigations into this initiative will occur in early 2020/21 and if a sub-regional approach is agreed the preparation of a local climate change strategy would be deferred until after the sub-regional strategy is completed. July 2020 The CEO attended the SAC meeting of 15 July to discuss the sub-regional climate change strategy proposal. Further discussion with other local governments is to occur at next Warren Blackwood Alliance of Councils meeting on 4 August August 2020 Some preliminary discussion about a possible sub-regional climate change strategy occurred at a meeting of the Warren Blackwood Alliance of Councils held on 4 August 2020. Some of the other councils were yet to form a position on the proposal so discussion was deferred until the next meeting to be held in November.	November 2020 Refer agenda item in November Council agenda.	√
C.14/0520 Proposed Reserve Rationalisation	That Council noting that no public submissions were received, and pursuant to Section 51, 56 and 58 of the Land Administration Act 1997, supports the proposed change in purpose from Public Recreation to Public Purpose and rationalisation of Reserve	S Donaldson	June 2020 Written request forwarded to DLPH for Minister's approval. July 2020 DPLH acknowledgement received 7 July	November 2020 Liaison with DPLH continuing. Final decision pending.	

	48886, Lot 1 Balmoral Drive, Bridgetown, facilitated through partial road widening and closure of Balmoral Drive, as shown on Attachment 13, and directs the Chief Executive Officer to seek approval from the Minister for Lands.		2020. Pending formal response. August 2020 DPLH acknowledgement received 7 July 2020. Pending formal response. September 2020 DPLH acknowledgement received 7 July 2020. Pending formal response.	
C.05/0620 Review of Local Laws	That Council resolves to undertake a review of the following Local Laws in accordance with section 3.16 of the Local Government Act and to give local public notice of its intent to undertake the review: <ul style="list-style-type: none"> • Activities on Thoroughfares and Trading in Thoroughfares & Public Places Local Law; • Bush Fire Brigades Local Law; • Cats; • Cemeteries; • Dogs; • Fencing; • Health; • Local Government Property; • Parking & Parking Facilities; • Pest Plants; and • Standing Orders. 	T Clynych	August 2020 Statutory advertising inviting submissions on review of Council Local Laws was published in Manjimup Bridgetown News on 12 August. Notice was also placed on Shire website and a “news” story uploaded on website and Facebook. Closing date for submissions is 25 September 2020. September 2020 Awaiting conclusion of statutory community consultation period.	November 2020 Public consultation period has closed and a report will be made to the December 2020 Council meeting.
C.14/0620 Bridgetown Railway Station – Detailed Design	That Council: <ol style="list-style-type: none"> 1. Endorse the detailed designs and costings for the Bridgetown Railway Station – 2020 Update – Conservation and Reuse as Office (Attachment 17). 2. Direct the CEO to commence discussions with the Blackwood Environment Society and Blues at Bridgetown regarding potential relocation from their current offices in the Visitor Centre Building to the (redeveloped) Bridgetown Railway Station. 	E Denniss	August 2020 Business Case currently being developed which will assist in securing outstanding grant funding to enable the project to proceed. Discussions with Blues at Bridgetown and Bridgetown-Greenbushes Community Landcare yet to commence. September 2020 Federal funding secured for 50% of this project value via Drought Funding. Business case being developed along with 4 other growth strategy projects each as an individual business case. Discussions with Blues at Bridgetown and Bridgetown-Greenbushes Community Landcare yet to	November 2020 Due to COVID and its impact on events discussions with BES and the Blues have not yet progressed. These discussions will commence in 2021 when the construction budget (income sources) are finalized and there is a construction timeline in place.

			<p>commence.</p> <p>October 2020 EOI submitted to Lotterywest under COVID-19 funding streams to determine if the project aligned with community connection stream. EOI successful. Invitation to submit a full application seeking \$282,500 funding for this project submitted. Business case completed.</p>	
<p>C.05/0720 Trial of Condom Dispensing Machine</p>	<p>That Council:</p> <ol style="list-style-type: none"> 1. Notes the feedback from the trial of having free condom vending machines in the library toilets. 2. Approves the installation of coin operated condom dispensing machines in the male and female change rooms at the Bridgetown Leisure Centre. 3. Funds the purchase and installation of the vending machines at an approximate cost of \$1,800 with these funds to be included in the 2020/21 budget. 4. Acknowledges that Blackwood Youth Action will be responsible for management of the vending machines, including purchase of stock and receipt of income from sale of the products. 5. Notes that signage (posters) will be displayed in the change rooms explaining the importance of having condom dispensing machines in our community and requesting respect for the initiative. 6. Advises Blackwood Youth Action that in the event of damage occurring to the vending machines it shouldn't be assumed that the Shire will fund replacement machines. 	<p>T Clynych</p>	<p>August 2020 Awaiting adoption of 2020/21 budget before purchasing vending machines.</p> <p>October 2020 Vending machines have been ordered.</p>	<p>November 2020 No progress since last update.</p>

	7. Reviews the suitability of the leisure centre as the location for condom vending machines at such time as the proposed Blackwood Youth Action youth facility is developed and operational.				
C.09/0820 Proposed Road Naming – Off Maranup Ford Road, Maranup	That Council, noting the public submissions received as per Attachment 8, and pursuant to section 26 of the Land Administration Act 1997 supports the naming of the road as Dixon Ridge and alternative name of Hedges Lane as per Attachment 9, and directs the Chief Executive Officer to seek approval from the Minister for Lands through Landgate's Geographic Names Committee.	S Donaldson	September 2020 Road naming request lodged with Landgate 9.9.2020. Decision pending.	November 2020 Road naming approved as Dixon Ridge. Submitters advised.	√
C.03/0920 Wards And Representation Review	That Council: 1. Note the three submissions received (Attachment 4) on the Wards and Representation Review 2020. 2. Submit a proposal to the Local Government Advisory Board under Sections 2.2 and 2.18 and Schedule 2.2 of the Local Government Act seeking the elimination of wards as per Option E of the Wards And Representation Review Discussion Paper 2020.	T Clynych	October 2020 Due to receipt of notice of motion from Cr Pratico seeking revocation of this resolution no action has been taken on finalising this matter.	November 2020 Correspondence has been forwarded to the Local Government Advisory Board	√

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN OCTOBER TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
<u>MUNICIPAL FUND</u>				
<u>DIRECT DEBITS</u>				
DD14807.2	01/10/2020	MAIA FINANCIAL PTY LTD	QUARTERLY PHOTOCOPIER LEASE PAYMENT FOR 01/10/20 - 31/12/20	2,879.96
DD14829.1	01/10/2020	GO GO MEDIA	MONTHLY ON HOLD MESSAGE SERVICE FOR OCTOBER	75.90
DD14800.1	07/10/2020	WA SUPER	PAYROLL DEDUCTIONS	17,675.76
DD14800.10	07/10/2020	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	130.27
DD14800.11	07/10/2020	R & P SUMNER SUPERFUND	SUPERANNUATION CONTRIBUTIONS	121.56
DD14800.12	07/10/2020	COLONIAL FIRST STATE SUPER	SUPERANNUATION CONTRIBUTIONS	213.44
DD14800.13	07/10/2020	HOST PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	500.37
DD14800.14	07/10/2020	TAL SUPER	SUPERANNUATION CONTRIBUTIONS	135.70
DD14800.2	07/10/2020	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	167.45
DD14800.3	07/10/2020	VERVE SUPER	SUPERANNUATION CONTRIBUTIONS	177.02
DD14800.4	07/10/2020	ASGARD SUPER	SUPERANNUATION CONTRIBUTIONS	411.80
DD14800.5	07/10/2020	WAIKAWA DREAMING SUPER FUND	PAYROLL DEDUCTIONS	590.27
DD14800.6	07/10/2020	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	224.69
DD14800.7	07/10/2020	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	444.08
DD14800.8	07/10/2020	AMP SUPERANNUATION SAVINGS TRUST	SUPERANNUATION CONTRIBUTIONS	218.10
DD14800.9	07/10/2020	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	700.21
DD14807.3	07/10/2020	SHERIFFS OFFICE	FER UNPAID INFRINGEMENTS	77.00
DD14807.4	07/10/2020	CALTEX STARCARD	FUEL FOR THE MONTH OF SEPTEMBER	3,388.86
DD14807.1	15/10/2020	WATERLOGIC AUSTRALIA PTY LTD	MONTHLY HIRE/SERVICE OF WATER COOLERS	136.88
DD14828.1	21/10/2020	WA SUPER	PAYROLL DEDUCTIONS	17,545.06
DD14828.10	21/10/2020	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	135.70
DD14828.11	21/10/2020	R & P SUMNER SUPERFUND	SUPERANNUATION CONTRIBUTIONS	133.99
DD14828.12	21/10/2020	COLONIAL FIRST STATE SUPER	SUPERANNUATION CONTRIBUTIONS	213.44
DD14828.13	21/10/2020	HOST PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	523.52
DD14828.14	21/10/2020	TAL SUPER	SUPERANNUATION CONTRIBUTIONS	145.20
DD14828.2	21/10/2020	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	341.15
DD14828.3	21/10/2020	VERVE SUPER	SUPERANNUATION CONTRIBUTIONS	179.39
DD14828.4	21/10/2020	ASGARD SUPER	SUPERANNUATION CONTRIBUTIONS	350.09
DD14828.5	21/10/2020	WAIKAWA DREAMING SUPER FUND	PAYROLL DEDUCTIONS	590.27
DD14828.6	21/10/2020	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	224.69
DD14828.7	21/10/2020	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	444.08
DD14828.8	21/10/2020	AMP SUPERANNUATION SAVINGS TRUST	SUPERANNUATION CONTRIBUTIONS	214.35
DD14828.9	21/10/2020	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	119.81
DD14843.1	21/10/2020	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	83.72
DD14854.1	27/10/2020	SHERIFFS OFFICE	FER UNPAID INFRINGEMENTS	77.00
DD14854.2	28/10/2020	SHERIFFS OFFICE	FER UNPAID INFRINGEMENTS	77.00
B/S	02/10/2020	COMMONWEALTH BANK	MERCHANT FEES	40.00
B/S	15/10/2020	COMMONWEALTH BANK	MONTHLY BANK ACCOUNT FEES	121.86
B/S	15/10/2020	COMMONWEALTH BANK	BPOINT/BPAY FEES	0.18
B/S	01/10/2020	WESTPAC BANK	MERCHANT FEES	1,011.61
B/S	01/10/2020	WESTPAC BANK	MONTHLY BANK ACCOUNT FEES	594.43
B/S	01/10/2020	WESTPAC BANK	BPOINT/BPAY FEES	424.66
B/S	07/10/2020	WESTPAC BANK	TOTAL WAGES FOR 24/09/2020 - 07/10/2020	128,139.41
B/S	21/10/2020	WESTPAC BANK	TOTAL WAGES FOR 08/10/2020 - 21/10/2020	121,610.29
B/S	04/10/2020	WESTPAC - CORPORATE CREDIT CARD	CARD FEE - EMCORS	10.00

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN OCTOBER TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
B/S	04/10/2020	WESTPAC - CORPORATE CREDIT CARD	CARD FEE - CEO	10.00
B/S	06/10/2020	WESTPAC - CORPORATE CREDIT CARD	GRATUITY GIFT	250.00
B/S	06/10/2020	WESTPAC - CORPORATE CREDIT CARD	MEALS DURING WALGA AGM FOR CEO, SHIRE PRESIDENT & DEPUTY SHIRE PRESIDENT	79.90
B/S	06/10/2020	WESTPAC - CORPORATE CREDIT CARD	ACCOMMODATION DURING WALGA AGM FOR CEO, SHIRE PRESIDENT & DEPUTY SHIRE PRESIDENT	771.14
B/S	06/10/2020	WESTPAC - CORPORATE CREDIT CARD	PARKING DURING WALGA AGM	25.30
B/S	06/10/2020	WESTPAC - CORPORATE CREDIT CARD	PARKING DURING STRATEGIC PLANNING MEETING FOR CEO	5.05
B/S	08/10/2020	MASTERCARD - DEBIT CARD	HDMI CABLES	210.95
B/S	08/10/2020	MASTERCARD - DEBIT CARD	COUNCIL REFRESHMENTS	102.40
B/S	08/10/2020	MASTERCARD - DEBIT CARD	DINNER FOR WORKSHOP	21.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	LUNCH MEETING	73.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	FAREWELL LUNCH	8.80
B/S	08/10/2020	MASTERCARD - DEBIT CARD	FAREWELL LUNCH	52.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	LUNCH MEETING	70.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	LUNCH MEETING	13.30
B/S	08/10/2020	MASTERCARD - DEBIT CARD	DINNER FOR WORKSHOP	141.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	COUNCIL BAR STOCK	37.00
B/S	08/10/2020	MASTERCARD - DEBIT CARD	DINNER MEETING	32.50
B/S	08/10/2020	MASTERCARD - DEBIT CARD	REFRESHMENTS - CINEFEST OZ	28.40
B/S	08/10/2020	MASTERCARD - DEBIT CARD	MEETING REFRESHMENTS	39.30
B/S	08/10/2020	MASTERCARD - DEBIT CARD	COFFEES FOR VOLUNTEERS	10.00
BPAY				
2102020	02/10/2020	TELSTRA	TELEPHONE & INTERNET CHARGES	1,235.91
191020201	19/10/2020	PIVOTEL SATELLITE PTY LTD	MONTHLY TRACKING OF SPOT TRACKERS FOR OCTOBER	155.00
191020202	19/10/2020	TELSTRA	TELEPHONE & INTERNET CHARGES	2,799.86
30102020	30/10/2020	TELSTRA	TELEPHONE & INTERNET CHARGES	25.20
ELECTRONIC PAYMENTS				
EFT31302	01/10/2020	AFGRI EQUIPMENT AUSTRALIA PTY LTD	TENSION PULLEY ARM FOR RIDE ON MOWER	35.52
EFT31303	01/10/2020	AMITY SIGNS	VARIOUS STREET AND WARNING SIGNS	638.00
EFT31304	01/10/2020	BKS REFRIGERATION & AIRCON PTY LTD	DEGASSING OF 86 OLD FRIDGES, FREEZERS & AIR CONS AT BRIDGETOWN WASTE MANAGEMENT FACILITY	1,419.00
EFT31305	01/10/2020	BLACKWOOD COUNTRY GARDENS INC.	20/21 SERVICE AGREEMENT	2,500.00
EFT31306	01/10/2020	BLACKWOOD FRESH	REFRESHMENTS FOR COUNCIL MEETINGS, CONCEPT FORUMS & OTHER MINOR ITEMS	147.44
EFT31307	01/10/2020	BLACKWOOD BIOSECURITY INC.	HALL HIRE BOND REFUND	200.00
EFT31308	01/10/2020	BLACKWOOD VALLEY PROPERTY MAINT.	REPAIR HANDRAIL AT MEMORIAL GRAND STAND & INSTALL SHEETING TO TENNIS CLUB VERANDA	1,050.00
EFT31309	01/10/2020	BLISS FOR DESIGN	REPAIRS TO HUSQVARNA CHAIN SAW	241.83
EFT31310	01/10/2020	BRIDGETOWN CRC INC.	SES POWER CONSUMPTION FOR 01/07/2020 - 27/08/2020	224.62
EFT31311	01/10/2020	BRIDGETOWN BASKETBALL ASSOCIATION	2020/21 COMMUNITY GRANT	1,500.00
EFT31312	01/10/2020	BRIDGETOWN MITRE 10 & RETRAVISION	1 X GAS CYLINDER FOR ICC HOT WATER SYSTEM & OTHER MINOR ITEMS	221.88
EFT31313	01/10/2020	CDM AUSTRALIA	12 X REPLACEMENT COMPUTERS WITH 5 YEAR WARRANTY UPGRADES	16,803.60
EFT31314	01/10/2020	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	228.83
EFT31315	01/10/2020	TIMOTHY PATRICK CLYNCH	REIMBURSEMENT FOR CORPORATE SERVICES LUNCH & BREAKFAST MEETING WITH BOYUP BROOK CEO	243.00
EFT31316	01/10/2020	DAVMECH	2 DAYS HIRE OF DINGO FOR WORKS AT SEPTAGE POND	440.00
EFT31317	01/10/2020	JOHN & REBECCA DAVISON	CROSSOVER CONTRIBUTION	514.90
EFT31318	01/10/2020	DOMESTIC MAINTENANCE SW	REPAIRS AND PAINTING AT BRIDGETOWN FOOTBALL CLUB CHANGE ROOMS	1,700.00
EFT31319	01/10/2020	DAVID EDDISON	RATES REFUND	1,307.25
EFT31320	01/10/2020	LGRCEU	PAYROLL DEDUCTIONS	123.00
EFT31321	01/10/2020	KEITH GRIMES	RATES REFUND	653.06
EFT31322	01/10/2020	HARVEY NORMAN BUSSELTON	ACCESSORIES FOR SAMSUNG GALAXY TABLETS ON BACKORDER	301.90

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN OCTOBER TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT31323	01/10/2020	HARMONIC ENTERPRISES PTY LTD	MONTHLY MANAGED IT SERVICES FOR SEPTEMBER	2,222.00
EFT31324	01/10/2020	H C JONES & CO	PLUMBING WORK AT SHIRE DEPOT & TROTTER CLUB	4,232.95
EFT31325	01/10/2020	HILLVIEW ELECTRICAL SERVICE	ELECTRICAL WORK FOR UPSTAIRS ADMIN BUILDING & REPLACEMENT OF LIGHTS AT BLC	2,508.00
EFT31326	01/10/2020	IXOM OPERATIONS PTY LTD	MONTHLY RENTAL/SERVICE FEE FOR 920KG CHLORINE GAS CYLINDER IN AUGUST	174.25
EFT31327	01/10/2020	ADAM JENKINS TREE SERVICES	REMOVE 1 X SUGAR GUM ON ALLNUTT STREET & PRUNE MARRI TREE ON PADBURY STREET	1,540.00
EFT31328	01/10/2020	LC ENERGY	ANNUAL FEE FOR SOLAR LOG WEB MONITORING PORTAL 01/10/2020 - 30/09/2021	99.00
EFT31329	01/10/2020	LG SOLUTIONS PTY LIMITED	20/21 ANNUAL LICENCE FEE FOR "CLOUD" FEES & CHARGES	5,500.00
EFT31330	01/10/2020	LIWA AQUATICS	REGISTRATION FOR STAFF TO ATTEND REGIONAL WA AQUATIC SEMINAR & 12 MONTHS OF LIWA	396.00
EFT31331	01/10/2020	MACQUARIE BANK LIMITED	QUARTERLY HIRE OF BLC GYM EQUIPMENT FOR 01/10/2020 - 31/12/2020	7,422.49
EFT31332	01/10/2020	METAL ARTWORK CREATIONS	4 X NAME BADGES FOR STAFF	218.90
EFT31333	01/10/2020	MUIRS MANJIMUP	60,000 KM SERVICE FOR EDMI 2018 FORD EVEREST	657.71
EFT31334	01/10/2020	CAROL NELSON	RATES REFUND	585.16
EFT31335	01/10/2020	NJ MECHANICAL	80,000 KM SERVICE FOR CESM VEHICLE INCLUDING REPLACEMENT BATTERY & NEW BRAKE PADS	1,142.01
EFT31336	01/10/2020	ANTHONY PILLINGER	RATES REFUND	513.00
EFT31337	01/10/2020	RED CROSS - BRIDGETOWN UNIT	HALL HIRE BOND REFUND	200.00
EFT31338	01/10/2020	THE ROYAL LIFE SAVING SOCIETY WA INC.	WATCH AROUND WATER SUPPLIES, LIFEGUARD TRAINING & SAFETY/DIRECTIONAL SIGNS	1,735.22
EFT31339	01/10/2020	SCULLEY'S SMASH REPAIRS	INSURANCE POLICY EXCESS FOR REPAIRS TO B16240 & B0111	600.00
EFT31340	01/10/2020	SEEK LIMITED	ADVERTISEMENTS FOR VACANT SHIRE POSITIONS	878.90
EFT31341	01/10/2020	SHIRE STAFF SOCIAL CLUB	STAFF SOCIAL CLUB DEDUCTIONS FOR SEPTEMBER	224.00
EFT31342	01/10/2020	SOUTHERN LOCK & SECURITY	KEYS, PADLOCKS, BARRELS & OTHER MINOR ITEMS FOR NEW RESTRICTED KEY SYSTEM	3,167.41
EFT31343	01/10/2020	SOUTH WEST ACADEMY OF SPORT	2020/21 SWAS SPONSORSHIP	550.00
EFT31344	01/10/2020	SPRINT EXPRESS	FREIGHT CHARGES	84.70
EFT31345	01/10/2020	SYNERGY	ELECTRICITY	5,374.04
EFT31346	01/10/2020	TUCK'S GARDEN SERVICES	60 HOURS OF RURAL VERGE SPRAYING	5,280.00
EFT31347	01/10/2020	WA RANGERS ASSOCIATION	RANGER ARM BANDS	50.00
EFT31348	01/10/2020	WALGA	COUNCIL CONNECT 'NEWS MODULE' FOR SHIRE WEBSITE	825.00
EFT31349	01/10/2020	WINC AUSTRALIA PTY LTD	VARIOUS OFFICE STATIONERY & SUPPLIES	135.96
EFT31352	13/10/2020	SALARY PACKAGING AUSTRALIA PTY LTD	EMPLOYEE SALARY PACKAGING	837.41
EFT31353	13/10/2020	ANGELA JAYNE WINTER	FIRST AID TRAINING FOR STAFF MEMBER	115.00
EFT31354	15/10/2020	2R ELECTRICAL	RELOCATE METER BOX AT HESTER FIRE STATION & ELECTRICAL WORK AT SHIRE HOUSE	3,921.50
EFT31355	15/10/2020	ADVANCED CLEANING SOUTHWEST	MONTHLY COURT CLEANING FOR BRIDGETOWN LEISURE CENTRE IN SEPTEMBER	692.24
EFT31356	15/10/2020	AFGRI EQUIPMENT AUSTRALIA PTY LTD	PULLEY SHEAVE ASSEMBLY PART FOR RIDE ON MOWER	87.90
EFT31357	15/10/2020	AUSTRALIA POST	POSTAGE FOR THE MONTH OF SEPTEMBER - INCLUDING MAIN RATES MAIL OUT	3,303.42
EFT31358	15/10/2020	ACMA	ANNUAL LICENCE RENEWAL FOR LAND MOBILE/AMBULATORY SYSTEM & SHOWGROUNDS BROADCAST SITE	159.00
EFT31359	15/10/2020	B & B STREET SWEEPING PTY LTD	MONTHLY STREET SWEEPING FOR BRIDGETOWN IN SEPTEMBER	1,573.00
EFT31360	15/10/2020	BKS REFRIGERATION & AIRCON PTY LTD	PART PAYMENT FOR SUPPLY & INSTALL OF REPLACEMENT AC UNIT FOR UPSTAIRS SHIRE ADMIN BUILDING	10,000.00
EFT31361	15/10/2020	BLACKWOOD PROPERTY MAINTENANCE	GENERAL GARDEN MAINTENANCE AND YARD CLEANING AT SHIRE HOUSE	360.00
EFT31362	15/10/2020	GLENN BLECHYNDEN	MAINTENANCE REPAIRS FOR SHIRE HOUSE	1,340.00
EFT31363	15/10/2020	BLISS FOR DESIGN	RETICULATION REPAIR PARTS & UPGRADE FOR HAMPTON STREET & THOMSON PARK GARDENS	451.24
EFT31364	15/10/2020	LEONARD BLYTH	RATES REFUND	879.07
EFT31365	15/10/2020	BRIDGETOWN MUFFLER & TOWBAR CENTRE	SUPPLY & REPLACE TAIL LIGHT ASSEMBLY ON MITSUBISHI MITIGATION UTE.	440.00
EFT31366	15/10/2020	BRIDGETOWN TIMBER SALES	CEILING PANEL, CROSS RUNNERS, HEAVY DUTY BLACK PLASTIC ROLL & OTHER MINOR ITEMS	2,379.27
EFT31367	15/10/2020	BRIDGETOWN MITRE 10 & RETRAVISION	SAMSUNG GALAXY PHONE, ROTARY DRILL, GAS BOTTLES, PLANTS & OTHER MINOR ITEMS	1,549.53
EFT31368	15/10/2020	BRIDGETOWN TYRES	SUPPLY, FIT AND BALANCE 2 TYRES TO EMDI VEHICLE & REPLACE STREET SWEEPER TYRE	739.00
EFT31369	15/10/2020	BRIDGETOWN NEWSAGENCY	NEWSPAPER CHARGES FOR SEPTEMBER, 10 X BOXES OF A4 PAPER & 1 X IPHONE CHARGER	460.30
EFT31370	15/10/2020	CANNINGS PURPLE	GOVERNMENT RELATIONS CONTRACT FOR SEPTEMBER	4,400.00
EFT31371	15/10/2020	CATALYSE PTY LTD	50% PAYMENT FOR REVIEW OF STRATEGIC COMMUNITY PLAN	20,900.00

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EFT31372	15/10/2020	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	228.83
EFT31373	15/10/2020	CITY AND REGIONAL FUELS	BULK DIESEL FOR SHIRE DEPOT	14,144.19
EFT31374	15/10/2020	CLEANAWAY PTY LTD	WASTE COLLECTION CHARGES FOR SEPTEMBER	33,354.96
EFT31375	15/10/2020	TIMOTHY PATRICK CLYNCH	VARIOUS MINOR REIMBURSEMENTS	95.95
EFT31376	15/10/2020	CUSTOM SERVICE LEASING LTD	VEHICLE LEASING FOR THE MONTH OF OCTOBER	420.65
EFT31377	15/10/2020	D & J COMMUNICATIONS	INSTALL TWO WAY RADIO EQUIPMENT IN NEW DRAINAGE TRUCK	669.68
EFT31378	15/10/2020	DATA#3	PAYMENT FOR ADOBE ACROBAT STANDARD 2020 SOFTWARE	314.56
EFT31379	15/10/2020	DAVMECH	CARRY OUT 1000 HR SERVICE AND REPAIR LEAKING SEAL ON CATERPILLAR GRADER	2,097.20
EFT31380	15/10/2020	ADAM DAVEY CONSULTING	BROADLEAF SPRAYING ON SHIRE PARKS & OVALS	5,197.06
EFT31381	15/10/2020	DOMESTIC MAINTENANCE SW	PRESSURE CLEAN, INSTALL EXHAUST FAN & APPLY SCOTIA TO FOOTBALL CLUB CHANGE ROOMS	1,165.00
EFT31382	15/10/2020	DORMAKABA AUSTRALIA PTY LTD	REPLACE BATTERIES FOR LIBRARY AUTOMATIC DOOR & PERIODIC INSPECTION OF LIBRARY & BLC DOORS	593.36
EFT31383	15/10/2020	EMERGE ASSOCIATES	DESIGN, CERTIFICATION & COSTS FOR RIVER WALK & BLACKWOOD FORESHORE PROJECT	16,956.50
EFT31384	15/10/2020	FULTON HOGAN INDUSTRIES PTY LTD	12 TONNES OF PREMIX FOR ROAD MAINTENANCE	2,508.00
EFT31385	15/10/2020	GO1 PTY LTD	ANNUAL SUBSCRIPTION TO LEARNING MANAGEMENT SYSTEM FOR STAFF ONLINE TRAINING	9,130.00
EFT31386	15/10/2020	GREENBUSHES CRC	GREENBUSHES CRC LARGE MEETING ROOM HIRE FOR GROWTH STRATEGY PROJECT	75.00
EFT31387	15/10/2020	DEAN GUJA	HEALTH OFFICER CONSULTING HOURS FOR SEPTEMBER	1,530.00
EFT31388	15/10/2020	HILLVIEW ELECTRICAL SERVICE	REPLACE LIGHTS IN LIBRARY, BTN SPORTSGROUND & REPLACE EMERGENCY BATTEN IN GYM STAIRWELL	2,695.00
EFT31389	15/10/2020	MICHAEL HILL	RATES REFUND	675.67
EFT31390	15/10/2020	STEVEN RAYMOND HUNTER	RATES REFUND	121.00
EFT31391	15/10/2020	INDUSTRIAL AUTOMATION GROUP	REMOTE ACCESS OPERATIONAL COSTS FOR ROSE STREET STANDPIPE FROM 01/07/2020 - 31/12/2020	666.05
EFT31392	15/10/2020	ADAM JENKINS TREE SERVICES	REMOVAL OF DEAD TREE FROM PIONEER PARK	220.00
EFT31393	15/10/2020	DAVID PHILIP JOSE	ANIMAL TRAP HIRE BOND REFUND MINUS HIRE FEES	40.25
EFT31394	15/10/2020	LANDGATE	LAND VALUATION ENQUIRY CHARGES	281.37
EFT31395	15/10/2020	LGIS WA	2ND INSTALMENTS FOR SHIRE INSURANCES POLICIES	125,891.47
EFT31396	15/10/2020	TONY CHRISTOPHER OLSEN	INTERIOR PAINTING OF SHIRE HOUSE	4,710.00
EFT31397	15/10/2020	ON2IT GRAPHICS	34 X SHIRE OF BRIDGETOWN-GREENBUSHES LOGO STICKERS FOR VARIOUS FLEET VEHICLES	317.90
EFT31398	15/10/2020	QUALITY SHOP	2 X SWIMMING POOL INSPECTION CARBON COPY BOOKLETS	255.00
EFT31399	15/10/2020	RICHFEEDS AND RURAL SUPPLIERS	HERBICIDES, BOOMLESS SPRAY KIT, FERTILISER, AND PPE FOR STAFF	1,035.50
EFT31400	15/10/2020	RS COMPONENTS PTY LTD	ALUMINIUM TOOL HOLDER MOUNTING RAILS & FLEXIBLE TOOL HOLDERS	556.78
EFT31401	15/10/2020	SIGMA POOL & SPA SUPPLIES	VARIOUS SWIMMING POOL CHEMICALS	2,712.27
EFT31402	15/10/2020	SOUTH WEST OIL SUPPLIES	205 LITRES OF CHAIN BAR OIL & 205 LITRES OF HYDRAULIC OIL	1,595.55
EFT31403	15/10/2020	SOUTHERN FOREST PEST MANAGEMENT	INSPECT & TREAT LIVE TERMITE NEST AT BRIDGETOWN FOOTBALL CLUB	110.00
EFT31404	15/10/2020	GEORGE STEWART	COMMUNITY STALL HIRE BOND REFUND	50.00
EFT31405	15/10/2020	SYNERGY	ELECTRICITY	10,812.31
EFT31406	15/10/2020	THE STABLES IGA	VARIOUS SHIRE GROCERY SUPPLIES	139.65
EFT31407	15/10/2020	INST. OF INDIGENOUS WELLBEING & SPORTS	GREENBUSHES HALL HIRE BOND REFUND	200.00
EFT31408	15/10/2020	TUCK'S GARDEN SERVICES	60HRS OF RURAL VERGE SPRAYING	5,280.00
EFT31409	15/10/2020	VACUUM WORLD SALES & SERVICE	1 X HARD FLOOR TOOL FOR PACVAC VACUUM	100.00
EFT31410	15/10/2020	WARREN BLACKWOOD ALLIANCE OF	CONTRIBUTION TO WARREN BLACKWOOD ALLIANCE OF COUNCILS PROJECT & TOTAL TRAILS WEBSITE	18,630.35
EFT31411	15/10/2020	WINC AUSTRALIA PTY LTD	OFFICE STATIONERY & CLEANING SUPPLIES	636.03
EFT31412	15/10/2020	WREN OIL	OIL WASTE DISPOSAL & COMPLIANCE FEES	198.00
EFT31413	21/10/2020	AUSTRALIAN TAXATION OFFICE	BAS FOR SEPTEMBER 2020	54,321.00
EFT31414	21/10/2020	SALARY PACKAGING AUSTRALIA PTY LTD	EMPLOYEE SALARY PACKAGING	837.41
EFT31423	29/10/2020	2R ELECTRICAL	INSTALLATION OF NEW CARD READER FOR STANDPIPE ON ROSE ST	95.00
EFT31424	29/10/2020	AMITY SIGNS	5 X STREET SIGNS	434.50
EFT31425	29/10/2020	BLACKWOOD COUNTRY GARDENS INC.	REFUND OF STALL HIRE BOND	50.00
EFT31426	29/10/2020	BLACKWOOD VALLEY WINE INDUSTRY ASSN	REFUND OF HALL HIRE BOND LESS RETENTION	110.93

SHIRE OF BRIDGETOWN-GREENBUSHES

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EFT31427	29/10/2020	GLENN BLECHYNDEN	REPAIR RAMP WHICH WAS REMOVED TO ALLOW INSTALLATION OF SEPTIC TANKS AT GREENBUSHES HALL	1,166.30
EFT31428	29/10/2020	BLISS FOR DESIGN	REPAIRS TO SMALL CHAINSAW & POLE SAW	205.91
EFT31429	29/10/2020	BOOKEASY AUSTRALIA PTY LTD	MONTHLY BOOKEASY COMMISSIONS FOR SEPTEMBER	220.00
EFT31430	29/10/2020	JOHN CARTER BOOKLESS	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31431	29/10/2020	JULIA ANN BOYLE	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31432	29/10/2020	BRIDGETOWN MUFFLER & TOWBAR CENTRE	REPLACEMENT BRAKE PADS & OIL FILTER FOR GENERAL HANDS VEHICLE	137.00
EFT31433	29/10/2020	BRIDGETOWN MEDICAL CENTRE	PRE-EMPLOYMENT MEDICAL REPORT FOR NEW STAFF MEMBERS	270.00
EFT31434	29/10/2020	BRIDGETOWN BULLDOZING PTY LTD	PUSH UP OF GRAVEL AT WATERS GRAVEL PIT	10,395.00
EFT31435	29/10/2020	BRIDGETOWN COMPUTERS	SCREEN ADAPTERS FOR FIRE CONTROL CENTRE	64.85
EFT31436	29/10/2020	BRIDGETOWN MITRE 10 & RETRAVISION	WESTINGHOUSE DISHWASHER FOR SHIRE COMMITTEE ROOM & OTHER MINOR ITEMS	790.77
EFT31437	29/10/2020	BUNBURY PLUMBING SERVICE PTY LTD	EMPTYING OF SEPTIC TANKS AND LEACH DRAINS AT BRIDGETOWN RIVER PARK	1,669.00
EFT31438	29/10/2020	BURGESS RAWSON (WA) PTY LTD	WATER USAGE 03.08.20 - 06.10.20	11.72
EFT31439	29/10/2020	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	228.83
EFT31440	29/10/2020	DAVMECH	MAJOR REPAIRS TO CAT 120M GRADER & REPAIRS TO HYDRAULIC RAM ON RUBBISH TRUCK	5,432.47
EFT31441	29/10/2020	STATE LAW PUBLISHER	GAZETTAL OF 2020-2021 FIREBREAK AND HAZARD REDUCTION NOTICE IN GOVERNMENT GAZETTE	452.40
EFT31442	29/10/2020	DEPT. OF MINES, INDUSTRY REGS AND	BSL'S COLLECTED FOR SEPTEMBER	2,417.61
EFT31443	29/10/2020	DOMESTIC MAINTENANCE SW	RE-OILING OF POOL GAZEBOS AND DECKS AT BRIDGETOWN AQUATIC FACILITY	1,350.00
EFT31444	29/10/2020	ELGAS PTY LTD	ANNUAL ELGAS SERVICE CHARGE FOR CIVIC CENTRE & GREENBUSHES HALL	378.40
EFT31445	29/10/2020	LGRCEU	PAYROLL DEDUCTIONS	123.00
EFT31446	29/10/2020	DFES WA	2020/21 ESL INCOME LOCAL GOVERNMENT	4,925.46
EFT31447	29/10/2020	GARAGE DOORS SOUTH WEST	REPAIRS & SERVICING ON ROLLER DOORS AT LEISURE CENTRE	950.00
EFT31448	29/10/2020	LEIGH GUTHRIDGE	REIMBURSEMENT FOR REAR WIPER BLADE & DISHWASHING BRUSH	59.35
EFT31449	29/10/2020	HANSEN'S HOT BREAD SHOP	LUNCH FOR OSH COMMITTEE MEETING & ROLLS FOR OSH TRAINING BREAKFAST	129.50
EFT31450	29/10/2020	H C JONES & CO	PLUMBING WORKS AT LIBRARY, SHIRE HOUSE, DEPOT, GR OFFICES, RIVER PARK, BLC & ADMIN BUILDINGS	3,042.55
EFT31451	29/10/2020	STEPHEN HERON	LET YOUR KINDNESS SHINE WORKSHOP HELD AT BRIDGETOWN LIBRARY	218.00
EFT31452	29/10/2020	HILLVIEW ELECTRICAL SERVICE	ELECTRICAL WORKS FOR HOT WATER UNIT & ADDITIONAL OUTLET FOR COLD WATER DISPENSER AT DEPOT	990.00
EFT31453	29/10/2020	ILLION TENDERLINK	TENDERLINK PORTAL IMPLEMENTATION FEE	2,750.00
EFT31454	29/10/2020	INDUSTRIAL AUTOMATION GROUP	NEW RFID CARD READER FOR ROSE STREET STANDPIPE	185.02
EFT31455	29/10/2020	INTERPHONE	MONTHLY INTERNET CHARGE FOR ADMIN OFFICE IN OCTOBER	130.90
EFT31456	29/10/2020	IT VISION	ADJUSTMENTS TO TEMPLATES FOR RATES NOTICES	2,200.00
EFT31457	29/10/2020	IXOM OPERATIONS PTY LTD	MONTHLY RENTAL/SERVICE FEE FOR 920KG CHLORINE GAS CYLINDER FOR SEPTEMBER	168.63
EFT31458	29/10/2020	AARON JACOBS	REIMBURSEMENT FOR PRE-EMPLOYMENT MEDICAL FOR NEW STAFF MEMBER	165.00
EFT31459	29/10/2020	ADAM JENKINS TREE SERVICES	TREE PRUNING ON HAMPTON STREET	440.00
EFT31460	29/10/2020	BARBARA JEAN JOHNSON	MONTHLY COUNCILLOR ALLOWANCE	963.83
EFT31461	29/10/2020	GAVIN & NICOLE KILNER	CROSSOVER CONTRIBUTION	472.50
EFT31462	29/10/2020	MANJIMUP MONOGRAMS	UNIFORMS & EMBROIDERY FOR SHIRE RANGER	427.95
EFT31463	29/10/2020	MARKETFORCE	VARIOUS SHIRE ADVERTISEMENTS	857.85
EFT31464	29/10/2020	MASTEC AUSTRALIA PTY LTD	26 x 240L RED GENERAL WASTE BINS	1,601.60
EFT31465	29/10/2020	JOANN ROBERTA MOORE	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31466	29/10/2020	JENNIFER MARY MOUNTFORD	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31467	29/10/2020	MUIRS MANJIMUP	80,00KM SERVICE FOR MOP VEHICLE (B8598) & 10,000KM SERVICE FOR MTS VEHICLE (B0111)	621.01
EFT31468	29/10/2020	JOHN DIGBY NICHOLAS	MONTHLY COUNCILLOR ALLOWANCE	1,577.33
EFT31469	29/10/2020	DYLAN NORRIS	REFUND OF THE DIFFERENCE BETWEEN STERILISED AND UNSTERILISED DOG REGISTRATION FEES	30.00
EFT31470	29/10/2020	ANTONINO PRATICO	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31471	29/10/2020	PRESTIGE PRODUCTS	10 X UNIFIT NUMATIC VACUUM CLEANER BAGS	159.72
EFT31472	29/10/2020	PETER SIMON QUINBY	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31473	29/10/2020	RAC	RAC BUSINESSWISE ABSOLUTE FOR SHIRE POOL CAR (B271)	114.30

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN OCTOBER TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT31474	29/10/2020	MEGAN RICHARDS	REIMBURSEMENT FOR 3 CINEFEST OZ TICKETS	63.56
EFT31475	29/10/2020	ROADSIDE PRODUCTS PTY LTD	8 X CONCRETE BARRIER DELINEATORS FOR BRIDGE MAINTENANCE	128.30
EFT31476	29/10/2020	SCOTT'S TAVERN	REFRESHMENTS FOR EMPLOYEE RETIREMENT SEND OFF	178.97
EFT31477	29/10/2020	SCOPE BUSINESS IMAGING	MONTHLY PHOTOCOPYING AND PRINTING CHARGES FOR SEPTEMBER	708.59
EFT31478	29/10/2020	SEEK LIMITED	ADVERTISEMENTS FOR VACANT SHIRE POSITIONS	596.20
EFT31479	29/10/2020	SIGMA POOL & SPA SUPPLIES	DOLPHIN COMMERCIAL POOL CLEANER FOR BLC AQUATICS FACILITY	11,770.00
EFT31480	29/10/2020	SOUTHERN LOCK & SECURITY	LIBRARY ALARM CALL OUT, VARIOUS SUPPLIES FOR NEW RESTRICTED KEY SYSTEM	2,386.33
EFT31481	29/10/2020	SPRINT EXPRESS	FREIGHT CHARGES	14.30
EFT31482	29/10/2020	STEVE WOOD CARPENTRY	INSTALLATION OF NEW JARRAH DECK AT LIBRARY & MINOR TILING WORKS AT SWIMMING POOL	6,270.00
EFT31483	29/10/2020	SUPACHOOK CARVERY	MEAL FOR CONCEPT FORUM	195.00
EFT31484	29/10/2020	SWAGMAN SPRAYERS PTY LTD	HOSE, LANCE, SPRAY GUN & BATTERY FOR SWAGMAN WEED SPRAYER	146.00
EFT31485	29/10/2020	SYNERGY	ELECTRICITY	1,022.08
EFT31486	29/10/2020	THREAT PROTECT AUSTRALIA LIMITED	QUARTERLY SECURITY ALARM MONITORING	693.00
EFT31487	29/10/2020	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	57.70
EFT31488	29/10/2020	TPG NETWORK PTY LTD	MONTHLY INTERNET CHARGE FOR LIBRARY FOR OCTOBER	159.50
EFT31489	29/10/2020	RODRIGO URBANAVICIUS	REIMBURSEMENT FOR PRE-EMPLOYMENT MEDICAL FOR NEW STAFF MEMBER	145.00
EFT31490	29/10/2020	ALAN JOSEPH WILSON	MONTHLY COUNCILLOR ALLOWANCE	802.33
EFT31491	29/10/2020	WINC AUSTRALIA PTY LTD	CUPS FOR LIBRARY COFFEE MACHINE, OFFICE STATIONERY & OTHER MINOR ITEMS	610.10
EFT31492	29/10/2020	WRITING WA	WRITING WA ANNUAL MEMBERSHIP	135.00
EFT31493	30/10/2020	BRIDGETOWN RESIDENTIAL CONTRACTORS	CONSTRUCTION OF THE NEW VISITOR INFORMATION BAY AT THE NORTHERN ENTRY TO BRIDGETOWN.	27,211.80
EFT31494	30/10/2020	BCITF FUND	BCITF LEVIES COLLECTED FOR SEPTEMBER	1,804.36
EFT31495	30/10/2020	SHIRE STAFF SOCIAL CLUB	STAFF SOCIAL CLUB DEDUCTIONS FOR OCTOBER	232.00
DIRECT DEBITS - LICENSING				
23023	01/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 01/10/2020	4,329.55
23024	02/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 02/10/2020	3,905.40
23025	05/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 05/10/2020	2,795.30
23026	06/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 06/10/2020	5,278.65
23027	07/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 07/10/2020	3,478.80
23028	08/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 08/10/2020	6,457.10
23029	09/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 09/10/2020	6,145.00
23030	12/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 12/10/2020	1,799.25
23031	13/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 13/10/2020	4,721.00
23032	14/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 14/10/2020	2,935.55
23033	15/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 15/10/2020	4,332.45
23034	16/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 16/10/2020	4,199.05
23035	19/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 19/10/2020	3,837.45
23036	20/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 20/10/2020	3,079.75
23037	21/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 21/10/2020	709.65
23038	22/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 22/10/2020	3,365.15
23039	23/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 23/10/2020	2,659.40
23040	26/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 26/10/2020	4,043.95
23041	27/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 27/10/2020	4,630.70
23042	28/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 28/10/2020	2,189.85
23043	29/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 29/10/2020	3,923.20
23044	30/10/2020	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR THE 30/10/2020	2,130.60
CHEQUES				
300048	01/10/2020	JOHN ROBERT EGGLETON	RATES REFUND	653.06

SHIRE OF BRIDGETOWN-GREENBUSHES

LIST OF ACCOUNTS PAID IN OCTOBER TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
300049	01/10/2020	ROBERT GREGORY	RATES REFUND	792.00
300050	01/10/2020	DOUGLAS LUDLOW	RATES REFUND	551.22
300051	01/10/2020	SHIRE OF BRIDGETOWN-GREENBUSHES	STAFF DEBTOR DEDUCTIONS FOR SEPTEMBER	6,226.00
300052		CANCELLED		
300053		CANCELLED		
300054	08/10/2020	SHIRE OF BRIDGETOWN-GREENBUSHES	PETTY CASH RECOUP	446.00
300055	15/10/2020	WATER CORPORATION	WATER USAGE	4,471.47
300056	29/10/2020	DAVID BARDSLEY	REFUND OF HALL HIRE BOND	200.00
300057	29/10/2020	KARINE BOWALD	RATES REFUND	98.02
300058	29/10/2020	ALAN MICHAEL BRANDIS	RATES REFUND	630.43
300059	29/10/2020	CHOICE MAGAZINE	ANNUAL SUBSCRIPTION RENEWAL TO CHOICE MAGAZINE	147.00
300060	29/10/2020	DEPARTMENT OF TRANSPORT	ANNUAL COMMUNITY JETTY RENEWAL FEE	42.20
300061	29/10/2020	NEW SCIENTIST MAGAZINE	ANNUAL RENEWAL FOR NEW SCIENTIST MAGAZINE	320.00
300062	29/10/2020	NEXTMEDIA PTY LTD	ANNUAL SUBSCRIPTION TO ORGANIC GARDENER MAGAZINE	54.00
300063	29/10/2020	VALERIE EMMA NORRIS	RATES REFUND	539.90
300064	29/10/2020	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSION FOR MONTH OF SEPTEMBER	183.82
300065	29/10/2020	WATER CORPORATION	WATER USAGE	1,302.25
300066	30/10/2020	SHIRE OF BRIDGETOWN-GREENBUSHES	STAFF DEBTOR DEDUCTIONS FOR OCTOBER	1,591.25
				<u>969,308.85</u>
CHEQUES - VISITOR CENTRE TRUST				
200009	28/10/2020	JOHN MASLIN	CONSIGNMENT STOCK SOLD FOR SEPTEMBER	40.50
200010	28/10/2020	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSION FOR MONTH OF SEPTEMBER	150.14
ELECTRONIC PAYMENTS - VISITOR CENTRE TRUST				
EFT31350	05/10/2020	ROSALIND HUMBLER	ACCOMMODATION REFUND LESS CANCELLATION FEES	158.00
EFT31351	05/10/2020	JODI LAMBERT	ACCOMMODATION REFUND	360.00
EFT31415	28/10/2020	DAVID GEOFFREY BERGLUND	ACCOMMODATION REFUND LESS CANCELLATION FEE	378.00
EFT31416	28/10/2020	BRIDGETOWN CRC INC.	CONSIGNMENT STOCK SOLD FOR SEPTEMBER	4.50
EFT31417	28/10/2020	BRIDGETOWN HISTORICAL SOCIETY INC.	CONSIGNMENT STOCK SOLD FOR SEPTEMBER	26.21
EFT31418	28/10/2020	WENDY COLQUHOUN	ACCOMMODATION REFUND LESS CANCELLATION FEE	298.00
EFT31419	28/10/2020	ELIZABETH DENNISS	CONSIGNMENT STOCK SOLD FOR SEPTEMBER	37.50
EFT31420	28/10/2020	JOY MAYNARD	ACCOMMODATION REFUND LESS CANCELLATION FEE	68.00
EFT31421	28/10/2020	RICHARD MEARES	CONSIGNMENT STOCK SOLD FOR SEPTEMBER	36.00
EFT31422	28/10/2020	PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKETS SOLD FOR MONTH OF SEPTEMBER	486.60
V300193	14/10/2020	WESTPAC	TOTAL ACCOMMODATION FOR THE MONTH OF SEPTEMBER	7,431.75
				<u>9,475.20</u>

This schedule of accounts paid for the Municipal Fund totalling **\$969,308.85** and for the Trust Fund totalling **\$9,475.20** which was submitted to each member of the Council on 26th November 2020 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 31/10/2020 is \$190,930.16


 CHIEF EXECUTIVE OFFICER

26 November 2020



**Proposed Youth Activity Centre – Lot 501 (24) Steere Street, Bridgetown
(Shire of Bridgetown-Greenbushes – Aerial Photo November 2017)**

DRAWING NO.	DESCRIPTION
1	COVER PAGE
2	SITE PLAN
3	GROUND FLOOR
4	DEMOLITION & INSTALLATION
5	ELEVATIONS
6	SECTIONS
7	NOTES

REVISION NOTES			
REV	DESCRIPTION	DATE	BY
A	CONCEPT	07/11/2019	SS
B	CONCEPT B	10/03/2019	SS
C	INCLUDE Y.A.C. - DEV APPLIC	31/03/2019	SS
D	DEV APPLIC	06/04/2019	SS
E	DEV APPLIC	08/04/2019	SS
F	DEV APPLIC - RAMP, PARKING	01/05/2019	SS
G	BUILDING ASSESSOR	19/03/2020	SS
H	CLIENT CHANGES	26/04/2020	SS
I	CLIENT CHANGES	19/05/2020	SS
J	PARKING ALTERATIONS	24/05/2020	SS
K	FOR ENGINEERING	12/06/2020	SS

**PROPOSED
REDEVELOPMENT &
YOUTH ACTIVITY
CENTRE AT
21 STEERE ST
BRIDGETOWN 6255**



	AREA
ADMINISTRATION	
Counselling	9.1
Office	16.7
	25.8 m²
KITCHEN	
Kitchen	11.9
	11.9 m²
OTHER	
Passage	5.0
Store 1	3.3
Store 2	0.3
	8.6 m²
OUTDOORS	
Patio	23.5
Porch	8.8
	32.3 m²
PROGRAM DELIVERY	
Activity Room 1	26.1
Activity Room 2	16.7
Computer Room	10.0
	52.8 m²
WET AREAS	
Unisex WC	5.9
	5.9 m²
YOUTH ACTIVITY CENTRE	
Activity Room 3	45.5
WC 2	2.0
	47.5 m²
	184.8 m²



**PROPOSED REDEVELOPMENT & YOUTH
ACTIVITY CENTRE
21 STEERE ST BRIDGETOWN 6255**

DRAWN BY : S.SCHRAMA

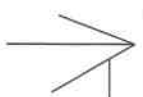
JOB NO. : 2018-021

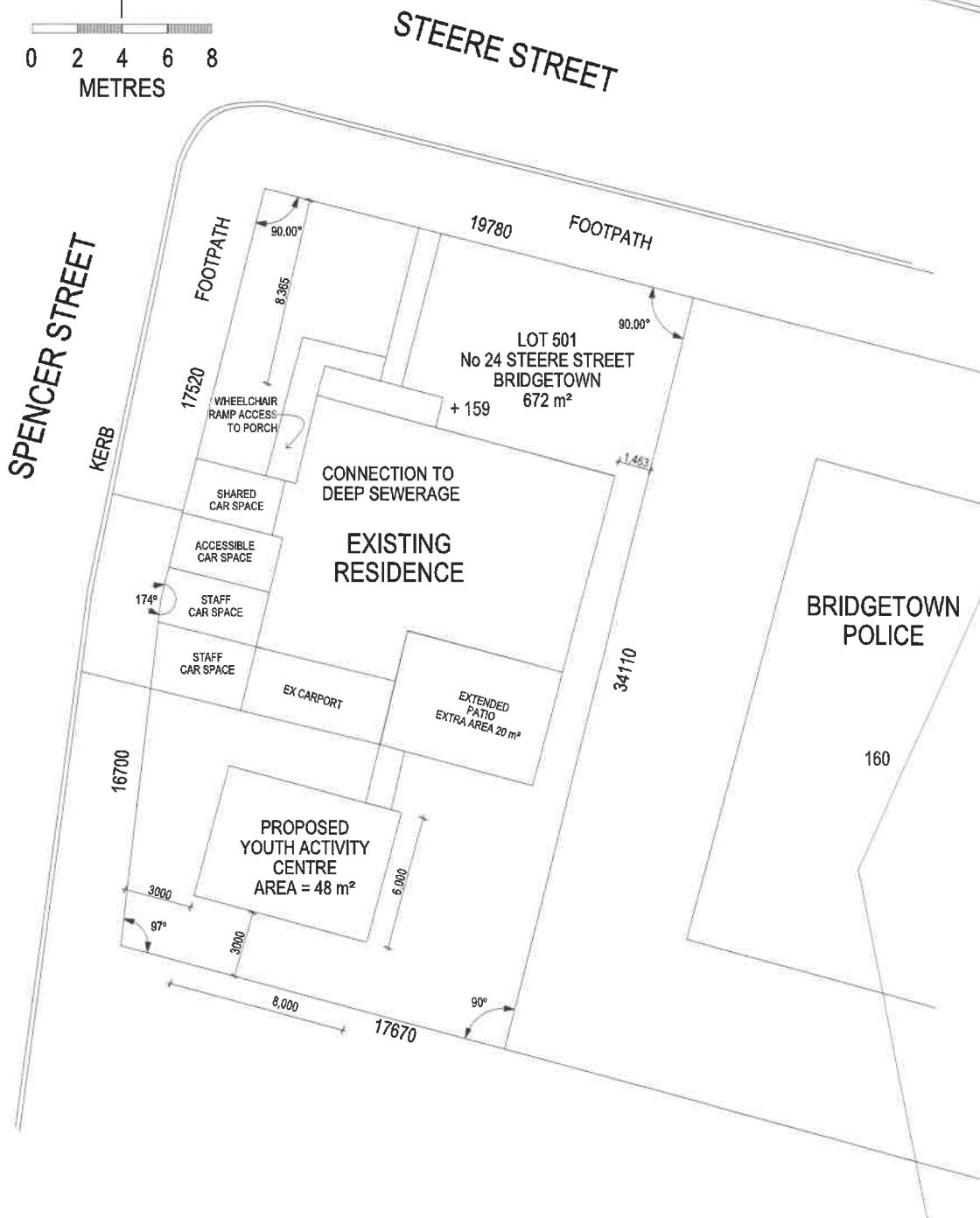
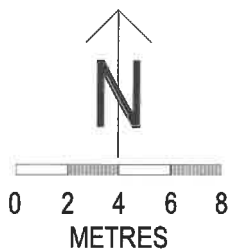
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REVISION : K

PAGE : 1 OF 7

**DRAFTING &
DESIGN SW
0438 711 263**





SITE PLAN

1:200

**PROPOSED REDEVELOPMENT & YOUTH
ACTIVITY CENTRE**
21 STEERE ST BRIDGETOWN 6255

DRAWN BY : S.SCHRAMA

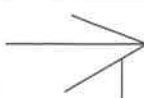
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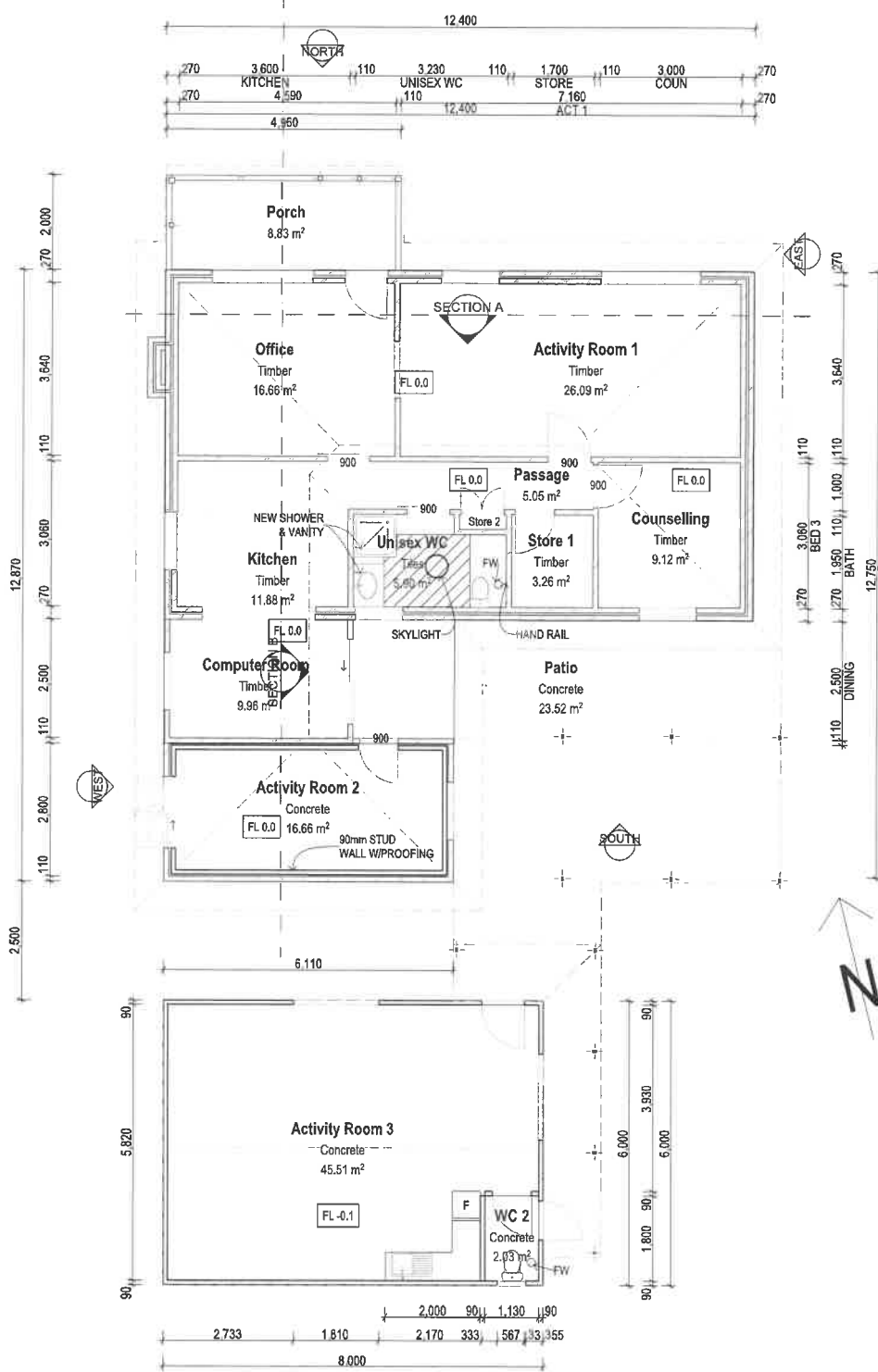
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PAGE : 2 OF 7

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DESIGN SW**
0438 711 263





GROUND FLOOR- PROPOSED

1:100

PROPOSED REDEVELOPMENT & YOUTH
ACTIVITY CENTRE
21 STEERE ST BRIDGETOWN 6255

DRAWN BY : S.SCHRAMA

JOB NO. : 2018-021

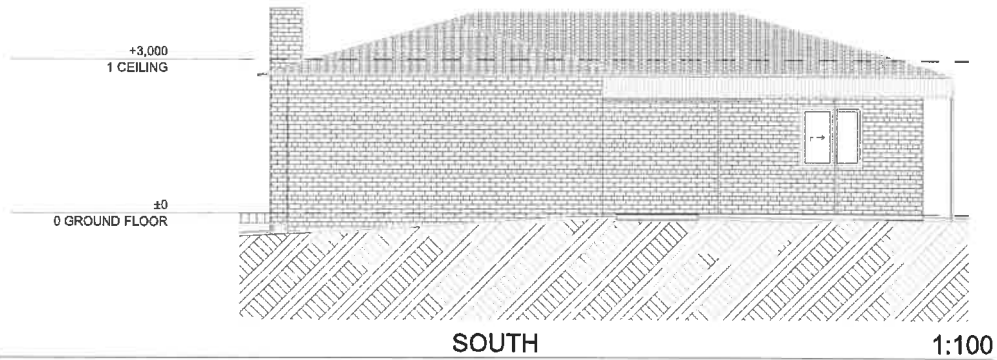
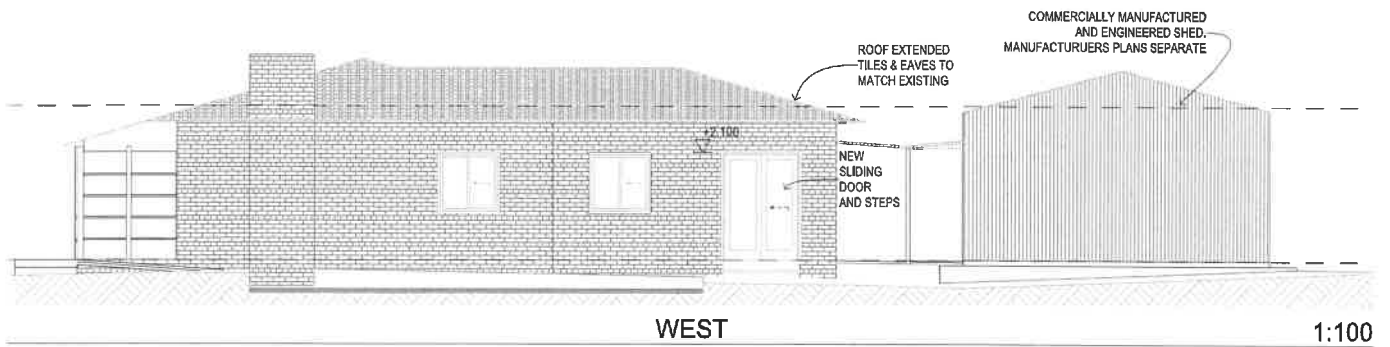
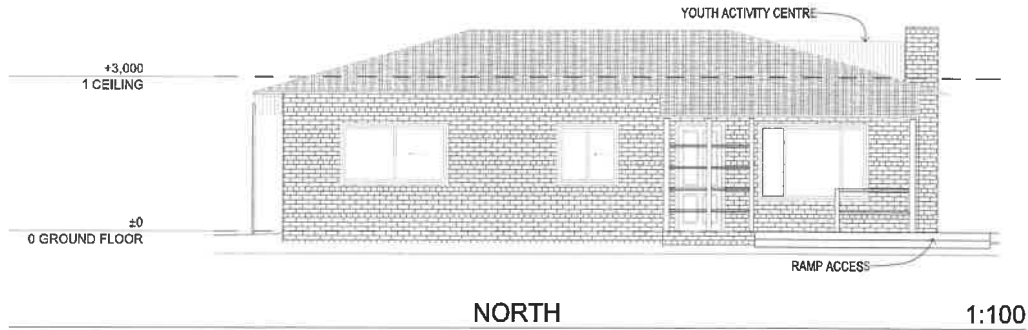
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PAGE : 3 OF 7

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DESIGN SW
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PROPOSED REDEVELOPMENT & YOUTH
ACTIVITY CENTRE
21 STEERE ST BRIDGETOWN 6255

DRAWN BY : S.SCHRAMA

JOB NO. : 2018-021

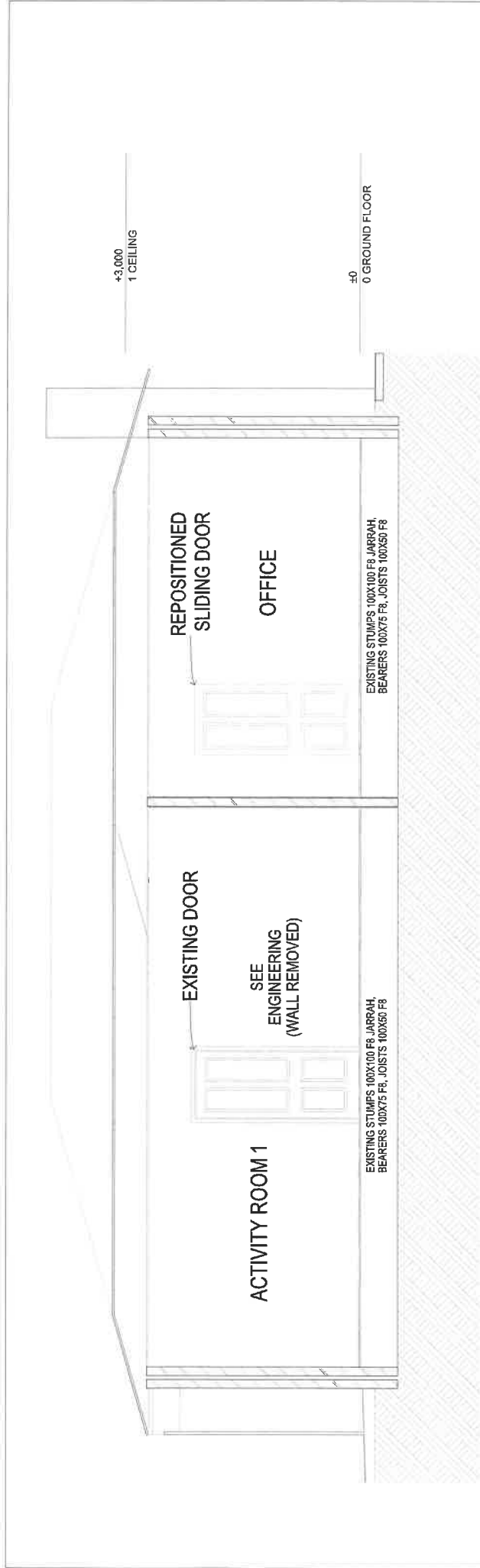
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PAGE : 5 OF 7

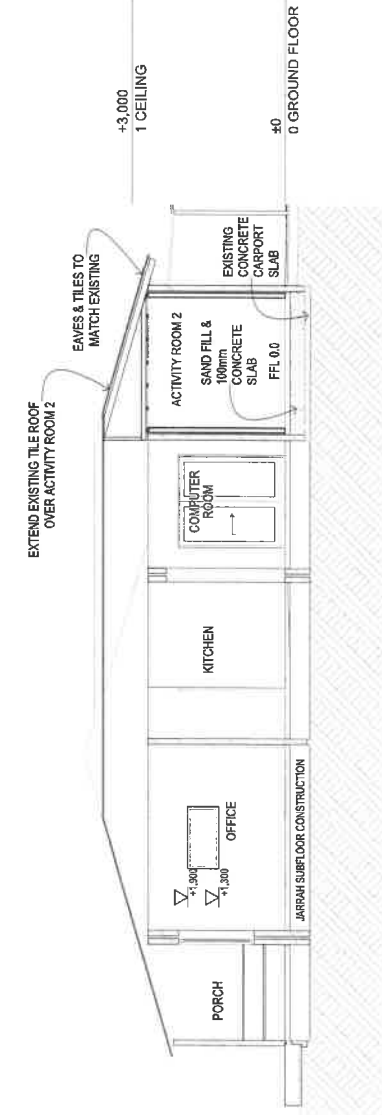
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SECTION A

1:50



SECTION B

1:100

PROPOSED REDEVELOPMENT & YOUTH ACTIVITY CENTRE
21 STEERE ST BRIDGETOWN 6255

DRAWN BY : S.SCHRAMA

JOB NO. : 2018-021

PRINTED ON A3 : 12/06/2020

REVISION : K

PAGE : 6 OF 7

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DESIGN SW
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Waterwise Council Action Plan

Shire of Bridgetown-Greenbushes

27 November 2020





The Waterwise Council Program supports the State Government's vision to create a Waterwise Perth and waterwise communities, recognising that:

A waterwise Perth is cool, liveable, green and sustainable, a place where people want to live, work and spend their time. It is a city where communities care about and value water, while making best use of its various sources (groundwater, surface water, stormwater, seawater and wastewater).

The city serves as a catchment and provides healthy natural environments, supporting a range of social, ecological and economic benefits.

The Shire of Bridgetown-Greenbushes vision;

'A beautiful place to live' Working together with the community to achieve our shared objectives.

Aligns with the Waterwise communities goals to create a Waterwise Bridgetown-Greenbushes.



Introduction

It has been over 10 years since the Waterwise Council Program was launched by Water Corporation and the Department of Water and Environmental Regulation. The Program was developed to build a cooperative working relationship with local governments to improve water use efficiency in local governments and their communities.

Since the development of the first Water Efficiency Action Plan in 2016, Waterwise Councils have achieved a number of amazing and innovative initiatives to reduce water usage and strive towards developing waterwise communities.

Criteria to become a Waterwise Council

The Waterwise Council (WWC) Program is free to all local government authorities (LGAs) in Western Australia to join. To be endorsed as a Waterwise Council, a local government must fulfil the following steps:

Criteria 1: Sign a Memorandum of Understanding to participate in the Waterwise Council Program.

Criteria 2: Review water consumption and create a Waterwise Council Action Plan for potable and non-potable water sources for all local government operations and the community.

Criteria 3: Ensure appropriate staff complete online waterwise training at <https://www.watercorporation.com.au/Help-and-advice/Business-customers>

Criteria 4: Progress towards full compliance with groundwater licence conditions including metering regulations and no infringements of water usage issued in the past 12 months.

Criteria 5: Report annually to retain endorsement (optional recognition scheme)

Objectives

The objectives of the Waterwise Council Action Plan are to:

- Assess current water management activities across council operations and the community;
- Identify opportunities to save water;
- Set goals to improve water management outcomes;
- Prepare an action plan and implement water actions to progress towards your targets;
- Provide a process for annual reporting on implementation of water actions; and
- Work towards creating waterwise communities beyond water efficiency (recognition scheme).

This plan will be valid for a period of **5 years** and forms the basis of annual reporting requirements.

Methodology

- Waterwise journey
- Water use inventory
- Develop water goals and targets
- Table of endorsement actions
- Recognition Scheme



Contact Details

LGA details	
Administration office address	1 Steere Street, Bridgetown WA 6255
Telephone	08 9761 0800
General email	btnshire@bridgetown.wa.gov.au
Chief Executive Officer	
Name	Tim Clynch
Telephone	08 9761 0800
Email	TClynch@bridgetown.wa.gov.au
Primary Program Contact	
Name	Seonaid Leslie
Position	Waste and Environmental Officer
Telephone	08 9761 0800
Email	SLeslie@bridgetown.wa.gov.au
Secondary Program Contact	
Name	Paul Hamilton
Position	Manager Building Assets and Projects
Telephone	08 9761 0800
Email	PHamilton@bridgetown.wa.gov.au

Water Management Team

Name	Position/Department	Email	Completed online training? Yes/No
Seonaid Leslie	Waste and Environmental Officer	SLeslie@bridgetown.wa.gov.au	
Paul Hamilton	Manager Building Assets and Projects	PHamilton@bridgetown.wa.gov.au	
Aaron Hide	Team Leader Parks & Gardens	AHide@bridgetown.wa.gov.au	
Shane Ellis	Manager Recreation & Culture	SEllis@bridgetown.wa.gov.au	
Cheryl Hamence	Community Landcare Officer	nrmbridgetown@gmail.com	



Bridgetown Waterwise Journey

Main Strategic Documents

Below are the Shire’s main strategic documents. The main documents are the Shire’s Strategic Community Plan 2019 and Natural Environment Strategy 2008, which are both under review.

Table 1: Summary of related strategic documents

Main Strategic Document	Link	Notes
Strategic Community Plan 2019	https://www.bridgetown.wa.gov.au/documents/161/strategic-community-plan-2019	This strategy is the main document for waterwise objectives for the City/Town/Shire. Community consultation has just been done and this document is being reviewed.
Natural Environment Strategy	https://www.bridgetown.wa.gov.au/documents/154/bridgetown-natural-environment-strategy	This document needs to be reviewed.
Corporate Business Plan 2020-2024	https://www.bridgetown.wa.gov.au/documents/197/corporate-business-plan-2020-2024	
Consolidated Asset Management Plan Summary 2019/20 to 2033/34	https://www.bridgetown.wa.gov.au/documents/193/consolidated-asset-management-plan-summary-201920-to-203334	The impact of Climate Change on Assets is highlighted as increases in costs, due to implementation of power and water consumption minimisation strategies.
Related Strategic Document	Link	Notes
Guidelines for the Construction of Dams	https://www.bridgetown.wa.gov.au/documents/191/guidelines-for-construction-of-dams	
Stormwater Management Guidelines	www.bridgetown.wa.gov.au/documents/192/stormwater-management-guidelines	
Policy Manual – Other Policy No. O.10 Managing the Natural Environment, pp 24	www.bridgetown.wa.gov.au/documents/134/09-policy-manual-other	
Policy Manual – Town Planning Policy No. TP.25 Aquaculture Policy	https://www.bridgetown.wa.gov.au/documents/133/08-policy-manual-town-planning	
Policy Manual – Town Planning Policy No. TP. 21 Siting of Water Tanks Policy	https://www.bridgetown.wa.gov.au/documents/133/08-policy-manual-town-planning	
Policy Manual – Works and Services Policy No. I. 1 Street Trees	https://www.bridgetown.wa.gov.au/documents/129/04-policy-manual-infrastructure	
Policy Manual – Works and Services Policy No. I. 1.4 – Road Verge Development Criteria	https://www.bridgetown.wa.gov.au/documents/129/04-policy-manual-infrastructure	



Policy Manual – Works and Services Policy No. I.17 Pesticides Spraying	https://www.bridgetown.wa.gov.au/documents/129/04-policy-manual-infrastructure	Impacts waterways, landscaping and garden maintenance.
Local Law – Activities on thoroughfares and trading on thoroughfares & public places	https://www.bridgetown.wa.gov.au/documents/142/local-laws-activities-on-thoroughfares	





Water Use Inventory

The purpose of the Corporate and Community water use inventories is to identify priority areas for action and assist the Shire to track water consumption over time.

Corporate water consumption

The Shire's potable water consumption has increased in the last financial year by ~10%. This is to be expected as facilities expand; however the Shire recognises the importance of closely monitoring this consumption, to pick up leaks and identify opportunities for increased water use efficiency.

At the time of writing this Action Plan there are no metered Shire owned non-potable licenced groundwater or alternative water sources being used. One of the Shire's actions is to review this. The Shire uses dam water pumped from behind The Cidery and Blackwood Valley Brewing Company, located on Gifford Road, to reticulate the Bridgetown Football/Sports Oval on Les Woodhead Ave off the Bridgetown-Boyup Brook Road. There is also a bore used by the Bridgetown Tennis Club for reticulation which will be investigated.

The Greenbushes Sports Grounds, which includes an active soccer field, cricket pitch, change rooms, canteen and two toilet blocks is part managed by Talison Staff. Reticulation of the soccer field is organised by Talison by pumping from the nearby Watercorp owned dam and New Zealand Gully Dam.

Table 2: Summary of corporate total water consumption over time from potable and non-potable water sources

Water source	2015/2016 (kL)	2016/2017 (kL)	2017/2018 (kL)	2018/2019 (kL)	2019/2020 (kL)
Potable water	23591	21198	23923	21950	26799
Non-potable, licensed groundwater	N/A	N/A	N/A	N/A	N/A
Non-potable alternate water source (Recycled water/stormwater etc.)	N/A	N/A	N/A	N/A	N/A
Total water consumption	23591	21198	23923	21950	26799

The Shire's top potable site is its commercial standpipe on Rose Street. This was heavily used by local farmers in the last financial year, which explains the spike from previous years. The next four top water consuming assets are the Swimming Pool, Tennis Courts, Library and Greenbushes Hall/Thompson Park on Blackwood Road. These will be investigated further to identify any water saving actions that can be taken.

At the time of writing this Action Plan the Shire does not hold any groundwater or surface water licences to self-supply water.

Table 3: Top potable and non-potable water consuming assets

Account #	Common name	Water use source	2018/2019 (kL)	2019/2020 (kL)	Notes*
Top 5 potable sites					
9006881727	Rose Street Standpipe	Scheme	3959	5287	Registered as a commercial standpipe in 2019. Increasing use by farmers for drought assistance and by local volunteer fire brigades for bushfire control.
9006870817	Swimming Pool	Scheme	4742	4842	



9006878317	Tennis Courts	Scheme	1925	2222	Site isn't managed by the Shire. Bore is used for part of the year. Investigations to be done into upgrading bore.
9006870825	Library	Scheme	364	2114	Previous undetected leaks in both roof and ground gardens. Gardens have required high volumes of water to establish.
9006884450	Thompson Park/Town Hall/Skate Park (Blackwood Road, Greenbushes)	Scheme	1303	1742	Park upgrade and retic system in 2012/13. Known issues with turf and subsoil.
9006885859	Greenbushes Sports Ground Blackwood Rd	Scheme	510	657	Used for free camping and soccer events.
9006870809	95 Steere St Recreation Centre	Scheme	245	490	Three water meters.
9006883714	Toilets Spring Gully Rd Greenbushes	Scheme	117	131	
9006884549	Toilets Blackwood Rd Greenbushes	Scheme	107	131	

Top non-potable sites					
N/A	N/A	N/A	N/A	N/A	N/A

At the time of writing this Action Plan there are no corporate licences to take groundwater.

Table 4: Summary of corporate licences to take groundwater

Licence #	Current Licensed allocation (kL)	Actual metered abstraction	Actual metered abstraction	Actual metered abstraction	Notes*
		2017/2018 (kL)	2018/2019 (kL)	2019/2020 (kL)	
N/A	N/A	N/A	N/A	N/A	N/A



Community water consumption

The Shire's annual community water use is the amount of water currently consumed by the community. This information helps to recognise the total water cycle to progress towards a Waterwise Shire and can assist to identify trends and set targets to reduce water consumption.

The top potable water use sector in the Shire is Residential, which has remained just over 300,000kL a year since 2015/2016.

Table 5: Community potable water use sectors and water consumption over time

Water use source	2015/2016 (kL)	2016/2017 (kL)	2017/2018 (kL)	2018/2019 (kL)	2019/2020 (kL)
Residential	314,284	305,048	311,549	317,591	306,868
Commercial	69,960	72,070	78,455	81,254	70,892
Education	10,854	10,994	11,360	13,075	11,737
Total water use	395,098	388,112	401,364	411,920	389,497

The main source of non-potable water used by community across the Shire of Bridgetown-Greenbushes is surface water. There are two licences to abstract surface water from farm dams for horticulture on the very upper tributaries of the Donnelly River. Groundwater yields are poor and there are no licences to abstract groundwater.

Water for cattle or other stock not raised under intensive conditions does not need to be licensed, as defined in the exemptions of the Rights in Water and Irrigation Act 1914. In 2013 the Australian Bureau of Statistics estimated that around 270,769 kL/yr of water was used for cattle and other livestock (sheep and pigs) across Bridgetown-Greenbushes. This water is sourced from surface water - rivers and their tributaries or farm dams.

Further investigation will be undertaken into community non-potable unlicensed groundwater as a bore is partially used by the Bridgetown Tennis Club. Additionally the use of recycled water by sporting clubs will be investigated, as it's known that the Bridgetown Golf Club use recycled water for a period of the year for their reticulation.

Table 6: Community non-potable water allocation over time

Water use source	2015/2016 (kL)	2016/2017 (kL)	2017/2018 (kL)	2018/2019 (kL)	2019/2020 (kL)
Unlicensed stock water	-	270,769	270,769	270,769	270,769
Licensed, self-supply groundwater users for example schools, sports clubs, industry, construction and horticulture	N/A	N/A	N/A	N/A	N/A
Licensed, self-supply surfacewater users	-	50,000	170,000	170,000	170,000
Non-potable alternate water source (Recycled water/stormwater etc.)	N/A	N/A	N/A	N/A	N/A



Waterwise Goals

Waterwise Vision

From the Shire of Bridgetown-Greenbushes Strategic Community Plan (2019), our Waterwise priorities are:

- Value protect and enhance our natural environment;
- Enhance parklands, reserves and gardens;
- Effectively utilise natural resources;
- Inform community on land management and sustainable living; and
- Ensure development is sympathetic to the landscape.

Corporate Water Management

The Shire of Bridgetown-Greenbushes' corporate water management goals are:

- Monitor water use, establish baselines and make improvements to increase efficiency;
- Increase collaboration between Council departments to promote Waterwise practices;
- Protect waterways by reducing pollution and litter; and
- Work with the Planning Department to incorporate Water Sensitive Urban Design in the review of the Local Planning Policy.

Community Water Management

The Shire of Bridgetown-Greenbushes' community water management goals:

- Educate the community on water efficiency and Waterwise gardens;
- Engage with local schools on water efficiency and sustainability; and
- Promote the installation and use of non-potable water supplies (e.g. grey water systems and rainwater tanks).



Waterwise Endorsement Action Table

Waterwise Endorsement Action Table

Table 8: Waterwise Endorsement Action Table

Water Area	Corporate Water Actions	Status (Complete/In Progress/Ongoing/ To be Completed)	Department Responsible	Notes/Evidence
All water sources				
Facilities	Establish a Water Audit Program or similar to closely monitor water use, continually improve water efficiency and identify how to reduce water demand of your top water consuming assets. Demonstrate your plans to implement viable recommendations from your water audits over time.	To be Completed	Corporate Services Manager Building Assets and Projects Asset Management	Assistance and support to be provided by the <i>Development & Infrastructure</i> Waste and Environmental Officer
	Implement maintenance processes to detect, report and repair leaks within all council assets.	To be Completed	Corporate Services Manager Building Assets and Projects Asset Management	Development of a facilities inspection, maintenance and monitoring program
Monitoring	Implement tracking and monitoring of assets' water use over time using industry standards for benchmarking top water consuming sites.	To be Completed	Corporate Services Manager Building Assets and Projects Asset Management	Development of a facilities inspection, maintenance and monitoring program Assistance and support to be provided by the <i>Development & Infrastructure</i> Waste and Environmental Officer
Education	Establish a Water Management Team to foster a culture of Waterwise Champions within the council including providing behaviour change programs,	To be Completed	CEO <i>Development and Infrastructure</i> Waste and Environmental Officer	





Waterwise Endorsement Action Table

	workshops or initiatives that will encourage waterwise practices at the office and at home.			
	Proactively reduce pollution and litter near local waterways through community groups, council programs or similar.	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Community Landcare Officer	Collaborate with Keep Australia Beautiful and Transition Towns. Conduct surveys.
Irrigation	Establish and/or maintain a baseline water budget for every irrigated public open space asset. Demonstrate how you monitor and adjust the baseline water budget in response to weather conditions and or landscape planting changes.	To be Completed	<i>Development and Infrastructure</i> Team Leader Parks and Gardens	Assistance and support to be provided by the <i>Development & Infrastructure</i> Waste and Environmental Officer
	Provide evidence that demonstrates irrigation systems are performing at best practice and are audited to identify poorly performing fixtures or schedules.	To be Completed	<i>Development and Infrastructure</i> Team Leader Parks and Gardens	Development of inspection, maintenance and monitoring program
Landscaping	Landscaping policies and/or plans to include low water use plants, waterwise mulch, hydrozoning and soil amendments.	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Team Leader Parks and Gardens	
WSUD	Develop Local Planning Policy to implement water sensitive urban design in new land developments and infill developments.	To be Completed	<i>Development and Infrastructure</i> Manager of Development Services Senior Planning Officer	
Compliance	Review all Shire water use and ensure all licencing and reporting conditions are being met.	To be Completed	<i>Development & Infrastructure</i> Waste and Environmental Officer Corporate Services Manager Building Assets and Projects Asset Management	
Potable water sources				
Facilities	Procurement policies incorporate internal requirements to install better than the minimum Building Code of Australia WELS ratings for water efficiency for water fixtures, fittings and appliances for all new buildings AND external requirements to	To be Completed	<i>Development and Infrastructure</i> Team Leader Parks and Gardens <i>Corporate Services</i>	Procurement policies to be developed and implemented.





Waterwise Endorsement Action Table

	use Smart Approved WaterMarked and Waterwise Approved products and services where possible.		Manager Building Assets and Projects Asset Management	
Monitoring	Scheme water meters (and any sub meters) are read on a regular basis and recorded. Usage anomalies are investigated and leaks repaired in a timely manner.	To be Completed	<i>Development and Infrastructure</i> Team Leader Parks and Gardens <i>Corporate Services</i> Manager Building Assets and Projects Asset Management	
Non-potable water sources				
Landscaping/ Facilities	Investigate alternative (non-scheme) water supply options for public open space in areas with limited groundwater allocation.	To be Completed	<i>Development and Infrastructure</i> Team Leader Parks and Gardens <i>Corporate Services</i> Manager Building Assets and Projects Asset Management	Assistance and support to be provided by the <i>Development & Infrastructure</i> Waste and Environmental Officer

Water Area	Community Water Actions	Status (Complete/In Progress/Ongoing/ To be Completed)	Department Responsible	Notes/Evidence
Education	Engage with household and business ratepayers to promote water efficiency, Waterwise gardens and how to be a responsible bore owner.	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Community Landcare Officer	Information newsletters, factsheets, Waterwise demonstrations, public meetings
	Provide information on the installation and local regulation of non-potable water supply (e.g. grey water systems and rainwater tanks)	To be Completed	<i>Corporate Services</i> <i>Manager Building Assets and Projects Asset Management</i> and Community Landcare Officer	Information Bulletins and Guidelines on Shire web site; review of Shire of Bridgetown-Greenbushes Stormwater Management Guidelines 2011.
	Engage with local schools on water efficiency and sustainability programs, including encouraging schools to participate in the Waterwise Schools Program .	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Community Landcare Officer	Meetings and information exchange with school staff and students. Implementation of School water efficiency and





Waterwise Endorsement Action Table

				sustainability demonstration projects.
	Promote community connectivity to water through Waterwise events at local lakes, rivers or coastal areas.	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Community Landcare Officer	Community forums and open days
	Support local environmental community groups to adapt to low water use practices	To be Completed	<i>Development and Infrastructure</i> Waste and Environmental Officer and Community Landcare Officer	Meetings and information exchange with local environmental community groups through newsletters, factsheets and social media





Endorsement of Waterwise Council Action Plan

Shire of Bridgetown-Greenbushes:		
a)	Will implement the water management measures stated in the Waterwise Council Action Plan and ensure employees and contractors assist in implementing actions.	
c)	Acknowledges that the Water Corporation and / or Department of Water and Environmental Regulation may comment on the Action Plan and/or request additional information relating to the Action Plan.	
d)	Acknowledges that the Water Corporation and Department of Water and Environmental Regulation will monitor the Action Plan and failure to meet requirements of the program may result in the withdrawal of Waterwise endorsement.	
e)	Will submit an annual report, in accordance with the Waterwise Endorsement Action Table, detailing progress made on the Action Plan in order to maintain endorsement as a Waterwise Council.	
Name	Tim Clynch	
Position	Chief Executive Officer	
Signature		Date

Water Corporation and Department of Water and Environmental Regulation Acceptance of the Waterwise Council Action Plan

Water Corporation and Department of Water and Environmental Regulation has reviewed and accepted the Action Plan. With acceptance of this Action Plan the Shire of Bridgetown-Greenbushes: will be eligible for endorsement/re-endorsement as a Waterwise Council.

Water Corporation

Name		
Position		
Signature		Date

Department of Water and Environmental Regulation

Name		
Position		
Signature		Date



Memorandum of Understanding



This document represents an agreement between Water Corporation, the Department of Water and Environmental Regulation and the Shire of Bridgetown-Greenbushes

Purpose

The purpose of this Memorandum of Understanding (MOU) is to outline the Shire of Bridgetown-Greenbushes' commitment to the Waterwise Council Program (the Program) and detail the organisation's commitment to build a cooperative working relationship to sustainably manage water use in the Shire of Bridgetown-Greenbushes area and increase awareness of the importance of building water sensitive communities.

Term

This MOU will guide the working relationship between the parties to achieve the MOU intent for a period from the date of its signing until either party decides it no longer wishes to participate in the Program. At that time, the working relationship between the parties will be reviewed.

Background

Water Corporation and the Department of Water and Environmental Regulation launched the Waterwise Council Program in 2009 to build a cooperative working relationship with local government to improve water use efficiency in their operations and their communities.

Population and economic growth combined with the changing climate are placing additional pressures on those planning, managing and using our water resources. In response, the State Government is creating a portfolio of options to meet our future

water demands highlighting the importance of water use efficiency.

The partnership with local government is an essential component in achieving water savings in our communities. The Program will assist local government to improve water management of potable and non-potable sources for public open space and facilities. The Program also supports behavioural changes in the community by encouraging the use of products and services designed to reduce water demand.

Water Corporation and the Department of Water and Environmental Regulation:

- Will present the council with an official acknowledgement of achievement on completion of the program criteria. Additional recognition will be provided to endorsed councils that have achieved significant progress towards best practice water management in council operations and the community.
- Will provide the council with branding to promote the council as Waterwise.
- Will promote the council as Waterwise through any relevant advertising campaigns and on both the Corporation and Department's websites.
- Will provide access to Waterwise training including all training materials at no charge to councils participating in the Program.



Shire of Bridgetown-Greenbushes:

Will work with Water Corporation and the Department of Water and Environmental Regulation to improve water management and champion water efficiency, take part in appropriate promotional activities and encourage all appropriate staff to undertake relevant Waterwise training.

- Will commit to meeting the Program criteria as detailed below:
 1. Council commitment – sign this Memorandum of Understanding confirming the council's commitment to participate in the Waterwise Council Program.
 2. Review council water consumption and create a Waterwise Council Action Plan for potable and non-potable water sources for all council operations and the community.
 3. Ensure that appropriate staff members complete Waterwise training.
 4. Progress towards full compliance with groundwater licence conditions including metering regulations and no infringements of water usage issued in the past 12 months. (This includes permanent water efficiency measures)
 5. Report annually to retain Waterwise Council endorsement. Evidence to demonstrate compliance with the Program criteria will be requested every year. Should a council fail to meet the criteria, Water Corporation and the Department of Water and Environmental Regulation may remove the council's endorsement status. If endorsement is withdrawn this automatically removes the council's right to use the Program branding.

- Will recognise the partnership with Water Corporation and the Department of Water and Environmental Regulation through promotion where appropriate on the council's website, on materials and at events.

Future Commitments

1. The parties commit to:

Recognise and protect the intellectual property that parties may invest in the preparation of any promotion or offer.

Ensure logos used on all promotional materials are used in accordance with the organisation's guidelines and that the appropriate approvals are received prior to use.

Nominate a point of contact at each organisation that will be responsible for overseeing progress towards the purpose of this MOU.

2.

The parties will not disclose, advertise, or publish the details of this MOU without the prior written consent of the other parties, unless required to do so under law.

No Obligations

The parties agree that in working towards the purpose of this MOU they will deal with each other and conduct themselves in accordance with good commercial business and industrial practice.

The relationship between the parties is limited to carrying out the purpose of the MOU.

This MOU does not preclude either organisation from developing similar mutually beneficial understandings with other parties.



Date of Effect

27/11/2020

For Water Corporation

By:

Name:

Title:

Date:

For Department of Water and Environmental Regulation

By:

Name:

Title:

Date:

For Shire of Bridgetown-Greenbushes

By:

Name: ***Tim Clynch***

Title: ***Chief Executive Officer***

Date: