



Council Minutes – 29 February 2024

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Minutes

For an Ordinary Meeting of Council to be held in Council Chambers on 29 February 2024, commencing at 5.30pm.

Opening of Meeting

The Presiding Member opened the meeting at 5:30pm.

Acknowledgment of Country

We acknowledge the cultural custodians of the land on which we gather. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps.

Attendance, Apologies and Leave of Absence

President - Cr J Mountford
Councillors - S Mahoney (Deputy)
- J Boyle
- M Christensen
- M Fletcher
- T Lansdell
- L Pearce
- A Pratico
- R Redman

Officers - N Gibbs, Chief Executive Officer
- M Richards, Executive Manager Community & Development
- S Alexander, Executive Manager Infrastructure
- L Guthridge, Executive Manager Planning & Development
- N Price – Manager Governance & Risk
- M Gillham, Principal Project Manager
- L Taramoeroa, Executive Assistant

Attendance of Gallery

J Ife, S Tascon, D Hocking, N Sibbel, P Beach, C Dawson, D Walsh, I Barker, P Quinlivan, S Ewing, J Birks, T Dittrich, L Gibson, P Mills

Responses to Previous Questions Taken on Notice

Found in the 25 January 2024 Meeting Minutes

Public Question Time - Nil

Petitions/Deputations/Presentations

Presentation

Craig Dawson – Talison
Nicholas Sibbel – Talison

WA6283 Amendment that is currently out for public comment.

Presentation

Jim Ife - Transition Bridgetown

Comments on Agenda Items by Parties with an Interest - Nil

Applications for Leave of Absence

Cr Mahoney is seeking leave of absence for the March Ordinary Council Meeting on Thursday 28 March 2024 and the June Ordinary Council Meeting on Thursday 27 June 2024. Pursuant to s.2.25(1) of the *Local Government Act 1995*, a resolution of the Council is required to grant a leave of absence for an elected member.

C.01/0224a Cr Mahoney Leave of Absence Application

That Cr Mahoney be granted a leave of absence for the March Ordinary Council Meeting and the June Ordinary Council Meeting.

Council Decision Moved Cr Mountford, Seconded Cr Fletcher

C.01/0224a That Cr Mahoney be granted a leave of absence for the March Ordinary Council Meeting and the June Ordinary Council Meeting.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Confirmation of Minutes

C.01/0224 Ordinary Council Meeting held 14 December 2023

That the Minutes of the Ordinary Meeting of Council held 14 December 2023 be confirmed as a true and correct record.

Council Decision Moved Cr Fletcher, Seconded Cr Pratico

C.01/0224 That the Minutes of the Ordinary Meeting of Council held 14 December 2023 be confirmed as a true and correct record.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

C.02/0224 Ordinary Council Meeting held 25 January 2024

That the Minutes of the Ordinary Meeting of Council held 25 January 2024 be confirmed as a true and correct record.

Council Decision Moved Cr Fletcher, Seconded Cr Pratico

C.02/0224 That the Minutes of the Ordinary Meeting of Council held 25 January 2024 be confirmed as a true and correct record.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Announcements by the Presiding Member Without Discussion

Cr Mountford advised:

Agenda Item C.24/0224 - Bridgetown Leisure Centre Assets Upgrades, purchase of new equipment for the Bridgetown Leisure Centre contained an administrative error. The Reserve name should have been the Bridgetown Leisure Centre Reserve rather than the Bridgetown Leisure Centre Floor Replacement and Solar Reserve. In addition, incorrect job numbers had been referenced for RE22 Dry Area Programs and RE23 Wet Area Programs – the correct GL Code is 1346640.11.

Presentation

Neil Price, Manager Governance and Risk, presented to Council on the reasoning for recommending the repealing of so many Council policies. The reasoning was as follows:

- It is important to understand that a policy is an overarching principle and the direction the Council wishes to take on certain matters. It is not an operational document.
- The *Local Government Act* distinguishes between Council roles and the CEO's roles, and the Council is limited to the legislative provisions of the Act, which means Council does not have control over the CEO's functions that are prescribed within the Act.
- The policies and aspects that come within and give effect to the CEO's functions and duties are the responsibility of Council.
- An important distinction when we are talking about policy is that it is not an operational document, it is an overarching guide in the direction the Council wants to take on certain matters.
- At present, we have 147 policies (this is after repealing policies in recent months). This is a lot, particularly within our band three size Council.
- Most band three Councils have less than 100 and on average around 60 to 70 policies. That doesn't consider band ones, band twos or band fours.
- Bunbury and Busselton only have about 60 or 70 policies. When you're talking 147 policies, it's a lot to manage and becomes very hard to ensure compliance with all those policies, to ensure that all the staff are aware of everything that's contained within those policies.
- When we've done the policy review, there's several considerations that we consider when we look at whether should the policy be repealed or amended. We look at the relevance.

- Do the policies meet contemporary practices?
- Do the policies comply with the Department's model policies along with WALGA's (Western Australian Local Government Association) model policy.
- Do the policies align with current practices? Once again, are they operational in nature?
- Are the policies just restating legislation? Some of our policies that we have are literally a transcript from the Local Government Act and there's huge sections within some of the policies that quote the legislation. There's a huge risk in doing that in terms of compliance, particularly if the legislation changes. If you don't change a policy, you're using a policy that's technically non-compliant with legislation.
- The Shire combines policies wherever possible. As a result of combining policies, we must repeal one, therefore, legally we must get rid of one.
- Lost productivity of the staff, particularly if they're having to review so many policies - often, it's a big task if it's done properly.
- Some of the policies that we have are too restrictive and not flexible enough to meet the requirements of the day-to-day requirements of the Shire.
- The object of what we're trying to achieve is efficiency, 147 policies is a lot, so the aim is to try and reduce them as much as possible to make it more practical and efficient for the officers to do their day-to-day work.

Cr Fletcher – Questioned whether old policies going to be kept electronically in the system somewhere as a historical document?

Neil Price, Manager Governance and Risk – Yes. This is a legal requirement.

Notification of Disclosure of Interest

Part 5, Division 6 of the *Local Government Act 1995* requires a member who has an interest in any matter to be discussed at the meeting to disclose the interest and the nature of the interest in writing before the meeting, or immediately before the matter is discussed.

Questions on Agenda Items by Elected Members

Consideration of Motions of which Previous Notice has been Given

Reports of Officers

Reports of Officers have been divided into Departments as follows:

- CEO's Office
- Corporate Services
- Development, Community and Infrastructure

CEO's Office

ITEM NO.	C.03/0224	FILE REF.	203
SUBJECT	Repeal of Various Policies		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	22 January 2024		

- Attachment 3 Policy G 1 – Policy Manual
- Attachment 4 Policy G 4 – Meetings of Council
- Attachment 5 Policy G 5 – Elected Members – Presentations on Retirement
- Attachment 6 Policy G 9 – Public Attendance at Meetings – Agendas
- Attachment 7 Policy G 15 – Provision of Information for Councillors
- Attachment 8 Policy G 19 – Council Photographs
- Attachment 9 Policy G 20 – Audio Recording of Meetings
- Attachment 10 Policy G 21 – Advertising of Annual General Meeting of Electors
- Attachment 11 Policy CM 1 – Decision Making

OFFICER RECOMMENDATION

That Council Repeal the following policies as listed in Attachments 3 to 11:

- *Policy G 1 – Policy Manual.*
- *Policy G 4 – Meetings of Council.*
- *Policy G 5 – Elected Members – Presentations on Retirement.*
- *Policy G 9 – Public Attendance at Meetings – Agendas*
- *Policy G 15 – Provision of Information for Councillors*
- *Policy G 19 – Council Photographs*
- *Policy G 20 – Audio Recording of Meetings.*
- *Policy G 21 – Advertising of Annual General Meeting of Electors*
- *Policy CM 1 – Decision Making*

Summary/Purpose

On a monthly basis Council's policies are being reviewed to ensure both relevance and compliance and to improve operational efficiency.

This Agenda Item proposes the repeal of the following policies:

- Policy G 1 – Policy Manual.
- Policy G 4 – Meetings of Council.
- Policy G 5 – Elected Members – Presentations on Retirement.
- Policy G 9 – Public Attendance at Meetings – Agendas
- Policy G 15 – Provision of Information for Councillors
- Policy G 19 – Council Photographs
- Policy G 20 – Audio Recording of Meetings.
- Policy G 21 – Advertising of Annual General Meeting of Electors

- Policy CM 1 – Decision Making

Background

Previous year's policy reviews were undertaken on the basis that all policies were reviewed every year. However, Council at its meeting on 28 September 2023 resolved to amend the process to one where the policies were to be reviewed at least every three (3) years from their date of adoption, or as deemed necessary or as legislatively required.

Officer Comment

Given the number of policies and staff workloads policies will be presented monthly rather than in a single report.

As part of the ongoing review the following policies are proposed to be repealed.

Policy G 1 – Policy Manual

With the requirements of this policy now firmly embedded into the policy format (Endorsed by Council in May 2023) there is now no need for this policy to remain as it does not aid in any future decision making and is an operational matter. Any future changes to the format would simply be by a decision of Council at the time.

Policy G 4 – Meetings of Council

The *Local Government (Administration) Regulations 1996* (r.12) provide that the CEO must publish on the local government's website before the beginning of the year the meeting details for ordinary Council and committee meetings and any changes to them. The details required are the date and time when, and the place where the meetings are to be held.

To enable this to occur it is customary that Council determines this matter via a resolution every year. As such this policy is unnecessary.

Policy G 5 – Elected Members – Presentations on Retirement

Section 5.100A of the *Local Government Act 1995* states that a local government cannot give a gift to a Council member unless it is done under certain circumstances. Regulation 34AC of the *Local government (Administration) Regulations 1996* provides the circumstances as to when this can occur.

The existing policy does not meet the requirement of the legislation and it is therefore considered appropriate that this be repealed. Any decision to provide a Councillor with a gift should be made by the Council at the time and not be bound by a decision of any previous Council.

Policy G 9 – Public Attendance at Meetings - Agendas

Regulation 14 of the *Local Government (Administration) Regulations 1996* covers both the availability and inspection of agendas to the public together with the requirements of confidential matters.

With the requirements of this policy embedded in legislation the policy is unnecessary.

Policy G 15 – Provision of Information for Councillors

Clause 20 of the Code of Conduct for Council Members, Committee Members and Candidates deals with the relationship with local government employees.

Sections 5.92 – Access to information by Council , committee members, 5.94 – Public can inspect certain local government information and 5.95 – Further provisions relating to right to inspect local government information, already provide details on what information can be provided to Councillors

With both the Code of Conduct and legislation covering these matters this policy is unnecessary.

Policy G 19 – Council Photographs

Photographs of Councillors and senior staff are automatically arranged when changes are made to ensure that the Shire’s website is current.

Given that this is normal operational practice the policy is unnecessary.

Policy G 20 – Audio Recording of Meetings

Section 58 of the *Local Government Amendment Act 2023* inserts a new section 5.23A into the *Local Government Act 1995* covering electronic broadcasting (livestreaming) and video and audio recording of Council meetings.

Section 5.23A(2) of the Act is a power that allows regulations to be made that may require, regulate, or otherwise make provision for any of the following matters:

- electronic broadcasting of Council meetings
- making or retaining recordings of Council meetings
- making recordings of Council meetings publicly available
- provision, or otherwise making available, recordings of Council meetings.
- The requirements for livestreaming and recording of Council meetings are aimed at increasing transparency and accountability in local government. This reform will also increase access to Council meetings.

Requirements for livestreaming and recording will apply differently depending on a local government’s class. As this Council is a class 3 local government it is only required to live record Council or special Council meetings.

Although the Act has been amended, the regulations are still being developed and as such the requirement is not due to come into effect until 1 January 2025.

Despite this implementation date it is considered that the policy serves no purpose and should be repealed as legislation will dictate the requirement.

Policy G 21 – Advertising of Annual General Meeting of Electors

All the requirements of this policy are embedded in Section 5.29 of the *Local Government Act 1995* and as such the policy is unnecessary.

Policy CM 1 – Decision Making

All the requirements contained within this policy are embedded in the Agenda Paper template. Any changes to this format would be presented to Council as part of administration operational procedure. As such the policy is unnecessary.

Statutory Environment

Local Government Act 1995

- s.2.7(2)(b) - The Council is to determine the local government's policies
- s.5.3 – Ordinary and special Council meetings
- s.5.23A – Electronic broadcasting and video or audio recording of Council meetings
- s.5.92 - Access to information by Council
- s.5.94 - Public can inspect certain local government information
- s.5.95 - Further provisions relating to right to inspect local government information
- s.5100A – Gifts to Council members

Local Government (Administration) Regulations 1996

- r.14 – Notice papers, agenda etc., public inspection of
- r.34AC – Gifts to Council members, when permitted etc
- r.12 – Publication of meeting details

Integrated Planning

- Strategic Community Plan
 - Outcome 13 Proactive, visionary leaders who respond to community needs.
 - Objective 13.1 Strengthen leadership and advocacy.
 - Outcome 14 Effective governance and financial management.
 - Objective 14.1 Achieve excellence in organisational performance and service delivery.
- Corporate Business Plan – Nil
 - Objective 13.1 Strengthen leadership and advocacy
 - Action 13.1.3 Provide a biennial Councillor study tour to benchmark practices in leading Councils.
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications - Nil

Budget Implications - Nil

Whole of Life Accounting – N/A

Risk Management

The risk area identified according to Policy RM 1 – Risk Management is Reputational.

The repeal of the above policies does not present any significant risk to Council and as such the overall risk has been measured as Low (Insignificant/Unlikely).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority.

Council Decision Moved Cr Christensen, Seconded Cr Mahoney C.03/0224 That Council Repeal the following policies as listed in Attachments 3 to 11:

- **Policy G 1 – Policy Manual.**
- **Policy G 4 – Meetings of Council.**
- **Policy G 5 – Elected Members – Presentations on Retirement.**
- **Policy G 9 – Public Attendance at Meetings – Agendas**
- **Policy G 15 – Provision of Information for Councillors**
- **Policy G 19 – Council Photographs**
- **Policy G 20 – Audio Recording of Meetings.**
- **Policy G 21 – Advertising of Annual General Meeting of Electors**
- **Policy CM 1 – Decision Making**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Cr Pearce – Questioned whether information in Policy G 15 – Provision of Information for Councillors could be retained in another format.

CEO Response – Yes. we can insert this information into the Induction Package for new Councillors.

ITEM NO.	C.04/0224	FILE REF.	
SUBJECT	Repeal of Policies – Part 2		
OFFICER	Chief Executive Officer		
DATE OF REPORT	February 2024		

Attachment 12	G 11 Organisation Structure Policy
Attachment 13	R 2 Timber Royalties Policy
Attachment 14	G 7 Civic Receptions – Approvals/Rejections of Requests Policy
Attachment 15	RC 1 Art Acquisitions Policy
Attachment 16	CS 8 Swimming Pool Entry Age Policy
Attachment 17	G 8 Meetings of Council – Distribution and Release of Minutes Policy
Attachment 18	CR 5 Bereavement Notices Policy
Attachment 19	P 11 Staff Housing Policy
Attachment 20	P 10 Private Telephones Policy

OFFICER RECOMMENDATION

That Council repeal:

- *G 11 Organisation Structure Policy*
- *R 2 Timber Royalties Policy*
- *G 7 Civic Receptions – Approvals/Rejections of Requests Policy*
- *RC 1 Art Acquisitions Policy*
- *CS 8 Swimming Pool Entry Age Policy*
- *G 8 Meetings of Council – Distribution and Release of Minutes Policy*
- *CR 5 Bereavement Notices Policy*
- *P 11 Staff Housing Policy*
- *P 10 Private Telephones Policy*

Summary/Purpose

Council's 162 policies were due for review on 30 November 2023. It is highly unusual for all organisational policies to be due for review at the same time. It was not possible for officers to perform a comprehensive review of all these policies at the same time without sacrificing accuracy or quality. However, officers will ensure that all policies are reviewed by June 2024.

Moving through the review process, it has so far been determined that the following policies are not required and should be repealed:

- G 11 Organisation Structure Policy
- R 2 Timber Royalties Policy
- G 7 Civic Receptions – Approvals/Rejections of Requests Policy
- RC 1 Art Acquisitions Policy

- CS 8 Swimming Pool Entry Age Policy
- G 8 Meetings of Council – Distribution and Release of Minutes Policy
- CR 5 Bereavement Notices Policy
- P 11 Staff Housing Policy
- P 10 Private Telephones Policy

Background

Council's 162 policies were originally scheduled for review by November 2023. It is uncommon for all organisational policies to undergo review simultaneously. Due to the extensive number of policies, conducting a comprehensive review of all of them at the same time without compromising accuracy or quality was not feasible for our officers. However, all policies will undergo a thorough review process and be updated by June 2024.

As part of the ongoing review, it has been determined that the following policies should be repealed because they:

- a) Are no longer necessary to perform the function;
- b) Are not a legal requirement;
- c) Provide for an onerous administrative burden on officers and Council that costs money and diverts attention away from important work;
- d) Add no value to governance nor operations; and/or
- e) Are already provided for in legislation.

- G 11 Organization Structure Policy
- R 2 Timber Royalties Policy
- G 7 Civic Receptions – Approvals/Rejections of Requests Policy
- RC 1 Art Acquisitions Policy
- CS 8 Swimming Pool Entry Age Policy
- G 8 Meetings of Council – Distribution and Release of Minutes Policy
- CR 5 Bereavement Notices Policy
- P 11 Staff Housing Policy
- P 10 Private Telephones Policy

Please note that repealing a policy does not mean that officers and Council cannot continue to perform the function (e.g. officers can continue to place bereavement notices without needing to have a policy in place to do so).

1. G 11 Organization Structure Policy

The document is not a policy, it is simply a sentence leading into a diagram of an organisational structure. The structure itself is not actually an organisational structure. The document serves no purpose of which officers are aware.

2. R 2 Timber Royalties Policy

The document is not a policy, it is simply a sentence advising that the retention, sale or gifting of timber is at the discretion of the CEO. This is an operational matter. If significant sums of money are involved, these funds are accounted for through our financial systems and budgeting process.

3. G 7 Civic Receptions – Approvals/Rejections of Requests Policy

Whilst this may have been an appropriate policy previously, it has been superseded by a more contemporary approach of simply budgeting an annual amount for events and functions. A policy is not necessary for officers or Councillors to host a function of any form for any purpose.

- RC 1 Art Acquisitions Policy

A policy document is not required to ensure that the organisation gives preference to local providers when purchasing art. The organisation has a 'Buy Local' provision within the Purchasing Policy.

- CS 8 Swimming Pool Entry Age Policy

A policy document is not required to direct the age of children requiring supervision at the pool. This is provided for in the Royal Life Saving Standards and through provision of signage at the pool.

- G 8 Meetings of Council – Distribution and Release of Minutes Policy

The policy document is not required because the legal requirement for the distribution and release of Minutes is provided for in legislation.

Section 5.25 of the *Local Government Act 1995* refers to Regulations about Council and committee meetings and committees.

Regulation 13 of the *Local Government (Administration) Regulations 1996* states:

13. Publication of unconfirmed minutes of meetings (Act s. 5.25(1)(i))

- (1) The CEO must publish on the local government's official website —
 - (a) the unconfirmed minutes of each Council and committee meeting that is open to members of the public; and
 - (b) if a Council or committee meeting is closed to members of the public — that part of the unconfirmed minutes of the meeting that is a record of decisions made at the meeting.
- (2) The unconfirmed minutes of a Council meeting must be published within 14 days after the meeting is held.
- (3) The unconfirmed minutes of a committee meeting must be published within 7 days after the meeting is held.

14. Notice papers, agenda etc., public inspection of (Act s. 5.25(1)(j))

- (1) A local government is to ensure that notice papers and agenda relating to any Council or committee meeting and reports and other documents which —
 - (a) are to be tabled at the meeting; or
 - (b) have been produced by the local government or a committee for presentation at the meeting, and which have been made available to members of the Council or committee for the meeting are available for inspection by members of the public and published on the local government's official website from the time the notice papers, agenda or documents were made available to the members of the Council or committee.

(2) Subregulation (1) does not apply if, in the CEO's opinion, the meeting or that part of the meeting to which the information refers is likely to be closed to members of the public under section 5.23(2).

Any charges for hard copy agendas are covered in our Fees and Charges.

- CR 5 Bereavement Notices Policy

A policy document is not required to enable officers or Councillors to publish bereavement notices for any purpose or at any time.

- P 11 Staff Housing Policy

A Staff Housing policy is not required to enable the CEO to rent out housing. However, it is Council's role to set the rent amounts in the annual Fees and Charges. This is particularly important if staff rental amounts will differ from rental amounts for the general public.

- P 10 Private Telephones Policy

Whilst this policy may have served a purpose previously, it is no longer appropriate. If staff require a phone for work purposes, the organisation is required to provide a phone to the employee.

Officer Comment

That Council repeal:

- *G 11 Organisation Structure Policy*
- *R 2 Timber Royalties Policy*
- *G 7 Civic Receptions – Approvals/Rejections of Requests Policy*
- *RC 1 Art Acquisitions Policy*
- *CS 8 Swimming Pool Entry Age Policy*
- *G 8 Meetings of Council – Distribution and Release of Minutes Policy*
- *CR 5 Bereavement Notices Policy*
- *P 11 Staff Housing Policy*
- *P 10 Private Telephones Policy*

Statutory Environment

Integrated Planning

- Strategic Community Plan
- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications

Budget Implications

Whole of Life Accounting

Risk Management - Low

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

**Council Decision Moved Cr Lansdell, Seconded Cr Pratico
C.04/0224 That Council repeal:**

- **G 11 Organisation Structure Policy**
- **R 2 Timber Royalties Policy**
- **G 7 Civic Receptions – Approvals/Rejections of Requests Policy**
- **RC 1 Art Acquisitions Policy**
- **CS 8 Swimming Pool Entry Age Policy**
- **G 8 Meetings of Council – Distribution and Release of Minutes Policy**
- **CR 5 Bereavement Notices Policy**
- **P 11 Staff Housing Policy**
- **P 10 Private Telephones Policy**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.05/0224	FILE REF.	
SUBJECT	Repeal PR 1 – Functions in Shire Reserves or Parks Policy		
OFFICER	Chief Executive Officer		
DATE OF REPORT	30 January 2024		

Attachment 21 PR 1 – Functions in Shire Reserves or Parks Policy

OFFICER RECOMMENDATION

That Council repeal PR 1 – Functions in Shire Reserves or Parks Policy

Summary

Officers propose repealing PR 1 - Functions in Shire Reserves or Parks Policy, which governs the usage of non-enclosed reserves within our Shire. The policy is due for review and the timing of the review is aligned with the timing of significant asset investment and improvements across the Shire.

This policy is not necessarily the appropriate tool to manage the use of these assets. The more appropriate tools would be:

- Council's Fees and Charges; and
- Advertising/promotional materials available to the public.

Instead of the restrictive policy (restrictive in terms of venue, location, space and cost), officers propose that both Council and officers become more proactive in their approach to advertise and rent out Shire venues for the purposes of:

- Generating significantly more revenue from venues from non-local people;
- Developing and maintaining our asset-base with the extra income; and
- Providing more cost-effective venues for local people.

The policy is not required for these purposes.

If Council approves of the intent of this new strategy:

- The Schedule of Fees and Charges will be altered in time for the new budget cycle (and the opening of the Town Hall).
- The Asset Management Plan will provide for the maintenance costs and schedule for these facilities;
- Infrastructure will advise Council of the cost of these activities to the workforce; and
- Promotional brochures, websites and other marketing materials will detail the terms and conditions of hire.

Background

The proposed repeal of the (PR1) Functions in Shire Reserves or Parks Policy seeks to address the need for flexibility in fee structure, particularly concerning non-local individuals or groups that wish to use these public spaces for private events, such as weddings. This amendment aims to strike a balance between revenue generation

and accommodating non-local residents, as well as ensuring local residents are not disadvantaged.

The existing policy governing the usage of non-enclosed reserves has proven effective in promoting responsible and inclusive use of public spaces. However, a recent issue has arisen where the current fee structure does not allow the Council to adjust fees for non-local individuals or groups, even when they may be prepared to pay a higher rate for our public spaces for their events.

The Council may, at its discretion, charge a different fee for non-local residents or groups that wish to use these public spaces for events such as weddings, ceremonies, or other private functions.

The potential advantages of repealing the policy are relatively simple. It will provide for:

- Revenue to reinvest back into the maintenance of the buildings and open spaces. Currently, the hire fees do not even cover staff wages.
- Flexibility in fee structure whereby non-local individuals or groups subsidise the local use of the venues by paying more.
- More effective use of marketing, encouraging non-local residents to utilise our venues for events.
- Enhances the attractiveness of our community as a venue for various events because there is more income to generate back into the maintenance of the venues.
- Increased morale from employees who must stop critical Shire work to mow lawns and set up seating for outside weddings, the hosts of whom use caterers from Perth, do not shop in Bridgetown and do not use any of our other facilities. Now we charge between \$100 - \$130 for this service, which does not cover staff wages and reduces productivity across our outside Shire works.

The disadvantages in not repealing the reviewed policy are (potentially):

- No obvious revenue source for maintaining some significant infrastructure across the Shire.
- Venue hire will continue to cost the Shire more to maintain and operate than the income paid by the people using the resource.
- Outside workers will continue to be pulled from critical works to assist non-local events.

To illustrate this issue, the City of Fremantle charges up to \$150 per hour or up to \$1,200 per day for the use of its Town Hall for private events, including weddings. In contrast, our current policy charges a flat fee of \$287.15 per day, regardless of the event type, size, or whether the organisers are local or non-local residents.

Officer Comment

Officers propose a fee structure for the use of Shire buildings and non-enclosed reserves, taking into consideration whether the event is organised by local or non-local residents or groups.

Statutory Environment

Local Government Act 1995

s.2.7(2)(b) – The Council is to determine the local government’s policies

Local Government Property Local Law

Integrated Planning

➤ Strategic Community Plan

People

- 2 Good health and community wellbeing.
- 2.3 Become a hub of excellence in art, culture and community events.

Prosperity

- 12 Bridgetown-Greenbushes is regarded to be a major tourist destination.
- 12.3 Develop and promote festivals, events and trails that showcase the area’s natural assets and core competencies.

- Corporate Business Plan - Nil
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning
 - PH 3 – Blues Festival Trading
 - Shire of Bridgetown-Greenbushes Events Procedures

Policy/Strategic Implications - Nil

Budget Implications - Nil

Whole of Life Accounting - Nil

Risk Management - Low

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple majority

Council Decision Moved Cr Redman, Seconded Cr Boyle
C.05/0224 That Council repeal PR 1 – Functions in Shire Reserves or Parks Policy.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.06/0224	FILE REF.	203
SUBJECT	Policy Amendment – CM 2 Electoral Caretaker Period		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	23 January 2024		

Attachment 22 Draft Amended Policy CM 2 – Electoral Caretaker Period.

Attachment 23 Current CM 2 - Election Caretaker Period

OFFICER RECOMMENDATION

That Council adopt the amended Policy CM 2 – Electoral Caretaker Period as presented at Attachment 22.

Summary/Purpose

This motion seeks Council's approval to adopt the updated "Caretaker Period Protocols" policy. This policy establishes direction to prevent the unfair use of public resources or decisions by the Council or administration during the period immediately preceding a Local Government Election. The revisions align the policy with the WALGA template and recently amended *Local Government Act 1995*.

Background

In 2018 WALGA developed a draft template policy relating to the election caretaker policy as a result of a push to have this introduced into WA, for at the time both state and federal governments had such policies. Local government 'caretaker conventions' were legislated for local governments in South Australia, Victoria, NSW and Queensland.

Consequently Council on 30 August 2018 resolved (C.08/0818):

"That Council adopts the 'Election Caretaker Period Policy' as per the WALGA draft template policy, updated to:

1. Include 'the Shire of Bridgetown-Greenbushes' where appropriate.
2. Reword definition for 'Election Day' by deleting "<<including an extraordinary election to elect a new Mayor/President>>".

In 2023 the *Local Government Act 1995* was amended and in relation to the Caretaker Period it introduced:

1. a definition of 'caretaker period' (Section 1.4A) which took effect from 1 January 2024.
2. restrictions on what local government may do during the caretaker period (Section 3.73) which will take effect from 1 July 2024.

Amendments to the Regulations are still being developed.

Officer Comment

The "Caretaker Period Protocols" policy outlines protocols for Council Members and Employees during a 'Caretaker Period' relevant to various aspects, including decision-making, candidate conduct, and public activities.

Amendments have been made to the *Local Government Act 1995*, some of which are currently in place whilst others will take effect on 1/7/24. The policy has been amended to reflect all the amendments that are currently known. It should be noted that regulations are still under development which may impact on this policy.

Key changes to the policy include:

Definitions (Clause 3)

Clarifying essential terms to enhance understanding and consistency and to also bring them in line with recent amendments to the *Local Government Act 1995*.

Specific changes include:

Caretaker Period - amended to reflect the changes to the close of nominations and declaring of election results under the Local government Act.

Extraordinary Circumstances – Deleted as the new legislation provides the circumstances that are exempt during the caretaker period.

Major Policy Decisions – Deleted as the amendments to the Local Government Act now refer to 'Significant Act'. Details of what a significant act are listed.

Public Consultation – Deleted as it is considered irrelevant.

Significant Expenditure – Deleted as it is no longer required.

Worker – New definition to define worker.

Caretaker Period Protocols - Decision Making (Clause 4.1)

Ensuring that significant acts are scheduled to avoid impacting elections unless permitted by legislation.

Clause 4.1 – Reworded. No change in context.

Clause 4.1.2 – Council Reports Electoral Caretaker period Policy Statement

Sections have been deleted and others reworded as the new legislation covers most aspects.

Clause 4.1.4 – Delegated Authority Decision Making –

Reworded. No change in context

Caretaker Period Protocols – Candidates (Clause 4.2)

Ensuring equitable access to information and resources for all candidates.

Clause 4.2 – Reworded. No change in context.

Clause 4.2.1 – Reworded. No change in context.

Clause 4.2.2 – Added in the ability for Council to approve the use of the crest or logo in campaign electoral material.

Clause 4.2.3 – Made provision for candidates to receive a copy of agendas of meetings during a caretaker period.

Council Member Caretaker Period Protocols (Clause 4.3)

Defining conduct expectations for Council Members during the Caretaker Period.

Clause 4.3.1 – Reworded. Removed the requirement for the CEO to have absolute discretion to determine if information is or is not provided and replaced with the requirement that the CEO will make a determination or refer the matter to Council.

Clause 4.3.2 – Reworded. No change in context.

Clause 4.3.3 – Minor grammatical amendments

Clause 4.3.6 – Minor grammatical amendments

Clause 4.3.7 - Reworded. No change in context.

Shire Publicity, Promotional, and Civic Activities (Clause 4.4)

Providing guidelines for publicity, promotional activities, and communications during the Caretaker Period.

Clause 4.4 – Removed unnecessary wording and amended to reflect new definition of Significant Act.

Clause 4.4.1 - Reworded. No change in context.

Clause 4.4.2 – Minor grammatical amendments. No change in context

Clause 4.4.3 – Reworded. No change in context.

Community Consultation (Clause 4.4.4)

Allowing for community consultation during the Caretaker Period, unless it relates to a significant act or contentious election campaign issues.

Conclusion:

The adoption of the reviewed "Caretaker Period Protocols" policy is necessary to maintaining transparency, fairness, and compliance during election periods. By approving this policy, Council reinforces its commitment to good governance and ensures that elections are conducted with integrity and equity.

Statutory Environment

Local Government Act 1995

s.1.4A – Caretaker period

s.2.7(2)(b) - The Council is to determine the local government's policies

s.4.87 – Printing and publication of electoral material

s.5.93 – Improper use of information

s.5.103 - Model code of conduct for Council members, committee members and candidates

Local Government (Model Code of Conduct) Regulations 2021

r.17 – Misuse of local government resources

Integrated Planning

- Strategic Community Plan
 - Outcome 13 Proactive, visionary leaders who respond to community needs.
 - Objective 13.1 Strengthen leadership and advocacy.
 - Outcome 14 Effective governance and financial management.
 - Objective 14.1 Achieve excellence in organisational performance and service delivery.
- Corporate Business Plan – Nil
 - Objective 13.1 Strengthen leadership and advocacy
 - Action 13.1.3 Provide a biennial Councillor study tour to benchmark practices in leading Councils.
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications - Nil

Budget Implications - Nil

Whole of Life Accounting – N/A

Risk Management

The risk area identified according to Policy RM 1 – Risk Management is Reputational.

The repeal of the above policies does not present any significant risk to Council and as such the overall risk has been measured as Low (Insignificant/Unlikely).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority.

Council Decision *Moved Cr Christensen, Seconded Cr Fletcher*
C.06/0224 *That Council adopt the amended Policy CM 2 – Electoral Caretaker Period as presented at Attachment 22.*

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.07/0224	FILE REF.	101.5
SUBJECT	Risk Management Framework		
OFFICER	Manager Governance and Risk		
DATE OF REPORT	7 February 2024		

Attachment 24

Risk Management Framework 2024

OFFICER RECOMMENDATION

That the Audit Committee recommends that Council endorses the 2024 Risk Management Framework as presented at Attachment 24.

Summary/Purpose

This framework sets out the Shire’s approach to the identification, assessment, management, reporting and monitoring of risks.

The purpose of the Risk Management Framework is to define how the Shire will meet its commitment to risk management as defined in the Risk Management Policy and aims to balance a documented, structured and systematic process with the current size and complexity of the Shire along with existing time, resource and workload pressures.

Background

Council at its meeting on 29/06/2023 resolved (C.,09/0623c):

- “1. That Council receive the Audit Regulation 17 Review Report June 2023, and adopt the recommended improvements contained within the report as presented in Attachment 10.

1. *The CEO prepare and present to the Audit Committee a plan to specifically address the time frame for implementation of the recommended improvements numbered 3-5,12,16,18,22-30 and 44-46 including any other improvements considered to be a priority by the CEO.”*

Recommendation 2 of that report stated “Approve and implement a Risk Management Framework that aligns with AS/NZ ISO 31000:2018 Risk Management.

Officer Comment

Risk is inherent in all Council services and activities. Inadequate attention to managing risks can result in unwanted exposure to the community, Council assets, and the environment in which the organisation operates.

To manage all the risks to which the Shire is exposed to requires the development of a risk culture and supporting risk framework directed towards the effective management of risks and potential opportunities to ensure the interests of the community, staff, contractors, volunteers, services and assets are managed and developed through the application of appropriate risk management principles and practices.

The management of risks in conjunction with management direction is integral to achieving the objectives of the Corporate Business Plan. The management of risk becomes the responsibility of all employees and should be integrated into business processes.

The risk management process sits within a framework designed to provide the means to systematically identify, analyse and control risk at all levels and functions of the organisation.

The Risk Management Framework sets out the methodology for managing risk to ensure that risk management functions will be maintained, managed and governed on an ongoing basis to achieve effective organisational risk management.

The Shire has not previously had a formal risk management framework although it has had elements in place for a period of time. This framework brings all those elements together in a coordinated structure.

The Risk Management Framework was considered by the Audit Committee at its meeting held 15 February 2024 where the following recommendation was carried:

“That the Audit Committee recommends that Council endorses the 2024 Risk Management Framework as presented at Attachment 3.”

Statutory Environment

Local Government (Audit) Regulations 1996:

17. CEO to review certain systems and procedures

- (1) *The CEO is to review the appropriateness and effectiveness of a local government’s systems and procedures in relation to —*
 - (a) *risk management; and*
 - (b) *internal control; and*
 - (c) *legislative compliance.*

- (2) *The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review not less than once in every 3 financial years.*
- (3) *The CEO is to report to the audit committee the results of that review.*

Integrated Planning

- Strategic Community Plan
 - Outcome 14 Effective governance and financial management
 - Objective 14.1 Achieve excellence in organisational performance and service delivery

- Corporate Business Plan
 - Objective 14.1 Achieve excellence in organisational performance and service delivery
 - Action 14.1.3 Provide a quarterly review each year of the Shire's risk profile.

- Long_Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications

Policy RM1 – Risk Management.

Policy RM 2 – Fraud, Corruption and Misconduct

Budget Implications - Nil

Whole of Life Accounting – Not Applicable

Risk Management

The risk areas identified according to Policy RM 1 – Risk Management are Financial Impact, Reputational and Compliance.

Financial Impact:

Catastrophic – More than \$500,000 with a likelihood measure being unlikely, giving an overall risk rating of High.

Reputational:

The ramifications to both external and internal reputation are considered to be moderate - Substantiated, public embarrassment, moderate impact, moderate news profile, requires social media response and monitoring for external and (e.g State News story) and internal - Decline in staff confidence/morale, or unauthorised absences with a likelihood measure being unlikely, giving an overall risk rating of Moderate.

Compliance:

Major - Non-compliance results in termination of services or imposed penalties, with a likelihood measure of possible, giving an overall risk rating of High.

The overall risk has been measured as High.

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Moved Cr Fletcher, Seconded Cr Boyle

That the Audit Committee recommends that Council endorses the 2024 Risk Management Framework as presented at Attachment 24.

Amendment Moved Cr Mahoney, Cr Mountford

That the words ‘That the Audit Committee recommends’ are removed from the officer recommendation.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

Council Decision ***Moved Cr Christensen, Seconded Cr Fletcher***
C.07/0224 That Council endorses the 2024 Risk Management Framework as presented at Attachment 24.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.08/0224	FILE REF.	203
SUBJECT	Review of Policy RM 1 – Risk Management		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	4 January 2024		

Attachment 25 Draft amended Policy RM 1 – Risk Management

Attachment 26 Current Policy RM 1 – Risk Management

OFFICER RECOMMENDATION

That Council adopt amended Policy RM 1 Risk Management, as shown in Attachment 25.

Summary/Purpose

A review of Policy RM 1 Risk Management has been undertaken as part of the ongoing review of all policies and a previous commitment to Council for this to be reviewed.

The amended policy is presented to Council for consideration.

Background

Council at its meeting on 30/06/2022 resolved in part (C.09/0622):

“That with respect to Section 3 (Finance) of the Policy Manual Council:

...5. Note that separate reviews of the following policies is to occur:

- *Policy F.7 (Reporting Forecast Budget Variations Policy)*
- *Policy F.15 (Asset Management)*
- *Policy F.18 (Self-Supporting Loans to Shire Community/Sporting Groups)*
- *Policy F.19 (Assets Financing and Borrowings)*
- *Policy F.21 (Risk Management)”*

Council at its meeting on 29/06/2023 resolved (C.09/0623c):

- “1. That Council receive the Audit Regulation 17 Review Report June 2023, and adopt the recommended improvements contained within the report as presented in Attachment 10.*
- 2. The CEO prepare and present to the Audit Committee a plan to specifically address the time frame for implementation of the recommended improvements numbered 3-5,12,16,18,22-30 and 44-46 including any other improvements considered to be a priority by the CEO.”*

Recommendation 1 of the Audit Regulation 17 review report states that the Risk Management Policy be reviewed, adopted and promoted to staff.

Officer Comment

The intent of this Policy is to create an environment where Council, management and staff accept direct responsibility for risk management, through development, implementation and improvement of effective risk management practices.

This policy forms an essential part of the risk management framework and has been reviewed to ensure it meets current requirements and standards.

The policy was adopted on 17/12/2015 and although it has been reviewed every year since, there have been no amendments.

This review is proposing substantial amendments, with the proposed changes detailed as follows:

Objectives (Clause 1)

Clear objectives of the policy have been included.

Scope (Clause 2)

A scope has been added to the policy.

Definitions (Clause 3)

These have been updated to reflect current Australian Standards.

Policy (Clause 4)

Removed the objectives from this clause and subsequently reworded.

Roles and Responsibilities (Clause 4.1)

Substantially expanded the roles and responsibilities to make it clear who is responsible for what.

Risk appetite (Clause 4.2)

Reworded to provide that the Shire will take a conservative approach to risk and to identify what risks will not be acceptable.

Quantified Risk Assessment and Acceptance Criteria (Clause 4.3)

New clause to promote that the criteria have been developed to align with the conservative risk appetite and to ensure that all organisational risks are assessed using these criteria.

Recording and Reporting (Clause 4.4)

Reworded.

Measures of Consequence (Appendix A)

Minor increase to financial values to align lower limits to the purchasing policy thresholds.

Statutory Environment

Local Government Act 1995

s 2.7(2)(b)

“Without limiting subsection (1), the Council is to —

(b) determine the local government’s policies.”

s 5.41 – Functions of CEO

The CEO’s functions are to —

- (a) advise the Council in relation to the functions of a local government under this Act and other written laws; and*
- (b) ensure that advice and information is available to the Council so that informed decisions can be made; and*
- (c) cause Council decisions to be implemented; and (d) manage the day to day operations of the local government; and*
- (d) liaise with the mayor or president on the local government’s affairs and the performance of the local government’s functions; and*

- (e) *speak on behalf of the local government if the mayor or president agrees; and*
- (f) *be responsible for the employment, management supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior*
- (g) *employees); and*
- (h) *ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and*
- (i) *perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO.*

Local Government (Audit) Regulations 1996

r.17 – CEO to review certain systems and procedures

- (1) *The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to —*
 - (a) *risk management; and*
 - (b) *internal control; and*
 - (c) *legislative compliance.*
- (2) *The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review not less than once in every 3 financial years.*
- (3) *The CEO is to report to the audit committee the results of that review.*

Integrated Planning

- **Strategic Community Plan**
 - Outcome 13 Proactive, visionary leaders who respond to community needs
 - Objective 13.2 Embrace innovation and a 'can do' culture
 - Outcome 14 Effective governance and financial management
 - Objective 14.1 Achieve excellence in organisational performance and service delivery
- **Corporate Business Plan**
 - Objective 14.1 Achieve excellence in organisational performance and service delivery
 - Action 14.1.3 Provide a quarterly review each year of the Shire's risk profile
- **Long Term Financial Plan - Nil**
- **Asset Management Plans - Nil**
- **Workforce Plan - Nil**
- **Other Integrated Planning - Nil**

Policy Implications - Nil

Budget Implications - Nil

Whole of Life Accounting – N/A

Risk Management

The risk areas identified according to Policy RM 1 – Risk Management are Compliance, Financial Impact and Reputation.

A demonstrable commitment to sound risk management is one of the hallmarks of good governance and defensible integrity.

Risk is inherent in all Council services and activities. Inadequate attention to managing risks can result in unwanted exposure to the community, Council assets, and the environment in which the organisation operates.

To manage all the risks that the Shire is exposed to requires the development of a risk culture and supporting risk framework directed towards the effective management of risks and potential opportunities to ensure the interests of the community, staff, contractors, volunteers, services and assets are managed and developed through the application of appropriate risk management principles and practices.

This policy forms part of that risk framework.

The overall risk has been measured as High (Catastrophic/Unlikely).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Moved Cr Pratico, Seconded Cr Fletcher
That Council adopt amended Policy RM 1 Risk Management, as shown in Attachment 25.

Cr Christensen – Referring to the attached draft amended Policy RM 1 - Risk Management, requested the wording significant, substantial, or irreparable damage to the environment be defined.

CEO Response – We can insert definitions for those terms and resubmit the documentation at the March Ordinary Council Meeting.

**Council Decision Moved Cr Christensen, Cr Boyle
C.08/0224 That item on the Draft Amended Policy RM 1 Risk Management be deferred to the March Ordinary Council Meeting.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.09/0224	FILE REF.	197.2
SUBJECT	Annual Review of Council Delegations		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	5 January 2024		

Attachment 27 Adopted Delegations Register - Council to CEO 2024-25

OFFICER RECOMMENDATION

That Council:

1. Approves amendments to the following delegations as shown in Attachment 27:
 - CM 1 – Authorising and Affixing of the Common Seal
 - ES 4 – Offences – Bush Fires Act
 - ES 6 – Prohibited Burning Times – Control Activities
 - ES 7 – Variations and Control Activities Restricted Burning Periods
 - ES 8 – Burning Garden Refuse/Open Air Fires
 - FM 5 – Write Off of Money Owing to the Local Government
 - LE 4 – Powers of Entry
 - LE 23 – Removal of Graffiti
2. Repeals the following delegations:
 - FM 6a – Tenders for Providing Goods & Services
 - RC 1 – Use of Blackwood River for Active Recreation
 - RC 2 – Use of Shire Reserves for Camping
 - RC 3 – Extension of Facility Membership Periods
3. Endorse all other delegations without amendment as shown in Attachment 27.

Summary/Purpose

Section 5.46(2) of the *Local Government Act 1995* requires Council to review its delegations at least once every financial year.

Following a review by officers, the delegations from Council to the CEO are now presented for consideration.

Background

A detailed review of the delegations was undertaken in 2023 using the WALGA model Delegation Register as a guide. The outcome of the review recommended substantial changes to both the format and content of the delegations.

As a result, at its meeting on 23/2/2023 Council resolved (C.09/0223):

“That Council:

1. *Revoke all delegations from Council to the CEO except delegation LUP.3 – Subdivisions*
2. *Approves all the delegations as amended/deleted/created contained within the Delegations Register in Attachment 6, noting that delegation LUP.3 – Subdivisions was adopted by Council on 25 January 2023 (C.07/0123)."*

Section 5.16 of the *Local Government Act 1995* allows a local government to delegate powers to Committees, other than the power of delegation. Similarly, Section 5.42 of the *Local Government Act* allows a local government the ability to delegate powers to its CEO.

Delegations are the standing power of the persons occupying the specified positions to exercise powers on behalf of Council and are required to have a legislative basis and be consistent with legislation. The legislative power to make the delegation and sub delegations is recorded in the Delegations Register.

A local government which delegates powers to its CEO or Committees is to carry out a review of all Delegations during each financial year.

Officer Comment

With the complete rewrite of the delegations register in 2023 together with other additional delegations approved during 2023 there are minimal changes being proposed in this review.

These can be summarised as follows.

Delegations to be amended:

- CM 1 – Authorising and Affixing of the Common Seal
Minor grammatical and legislative changes. An additional power has been included to allow the CEO to sign documents on behalf of the Shire of Bridgetown-Greenbushes as detailed under section 9.49A(4) of the *Local Government Act* to meet operational practices.
- ES 4 – Offences – Bush Fires Act
No change to the delegation other than reformatting to provide consistency.
- ES 6 – Prohibited Burning Times – Control Activities
No change to the delegation other than reformatting to provide consistency.
- ES 7 – Variations and Control Activities Restricted Burning Periods
No change to the delegation other than reformatting to provide consistency.
- ES 8 – Burning Garden Refuse/Open Air Fires
No change to the delegation other than reformatting to provide consistency.
- FM 5 – Write Off of Money Owing to the Local Government
Added a further power to waive or grant concessions on amounts owing to the Shire up to a limit of \$500. This will provide greater efficiency in operational matters.
- LE 4 – Powers of Entry
No change to the delegation other than reformatting to provide consistency.
- LE 23 – Removal of Graffiti
Powers have been added to allow the CEO to issue notices or to seek a warrant of an intended entry to private property to enable the removal of graffiti.

Delegations to be deleted:

- FM 6a – Tenders for Providing Goods & Services

This delegation provided authority to the CEO to award the tender for RFT 03-2223 – Relocation and Renewal of the Greenbushes Railway Station from Nyland House Transporters Pty Ltd at a price of \$406,076.00 (EX-GST). As the award of this project has now been completed, the delegation no longer required.

- RC 1 – Use of Blackwood River for Active Recreation.
This is a double up as it is covered under delegation LE 2 – Determining Applications Under Local Laws and Enforcement of Local Law Provisions.
- RC 2 – Use of Shire Reserves for Camping
This is a double up as it is covered under delegation LE 2 – Determining Applications Under Local Laws and Enforcement of Local Law Provisions.
- RC 3 – Extension of Facility Membership periods
This policy already provides the authorisation to the CEO to extend membership and therefore a delegation is not required.

Statutory Environment

Local Government Act 1995

s 5.42 Delegation of some powers and duties to CEO

- (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43. *

Absolute majority required.

- (2) A Delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of Delegation.

s 5.43 Limits on Delegations to CEO's

A local government cannot delegate to a CEO any of the following powers or duties

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (h) any power or duty that requires the approval of the Minister or the Governor; or
- (i) such other powers or duties as may be prescribed.

s 5.44 CEO may delegate powers and duties to other employees

- (1) A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under this Act other than this power of Delegation.
- (2) A Delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of Delegation.
- (3) This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the CEO under section 5.42, but in the case of such a power or duty —

- (a) the CEO's power under this section to delegate the exercise of that power or the discharge of that duty; and
 - (b) the exercise of that power or the discharge of that duty by the CEO's delegate, are subject to any conditions imposed by the local government on its Delegation to the CEO.
- (4) Subsection (3)(b) does not limit the CEO's power to impose conditions or further conditions on a Delegation under this section.
- (5) In subsections (3) and (4) —
"conditions" includes qualifications, limitations or exceptions.

s 5.45 Other matters relevant to Delegations under this Division

- (1) Without limiting the application of sections 58 and 59 of the Interpretation Act 1984 —
- (a) a Delegation made under this Division has effect for the period of time specified in the Delegation or where no period has been specified, indefinitely; and
 - (b) any decision to amend or revoke a Delegation by a local government under this Division is to be by an absolute majority.
- (2) Nothing in this Division is to be read as preventing —
- (a) a local government from performing any of its functions by acting through a person other than the CEO; or
 - (b) a CEO from performing any of his or her functions by acting through another person.

s 5.46 Register of, and records relevant to, Delegations to CEO's and employees

- (1) The CEO is to keep a register of the Delegations made under this Division to the CEO and to employees.
- (2) At least once every financial year, Delegations made under this Division are to be reviewed by the delegator.
- (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

Integrated Planning

- Strategic Community Plan
 - Outcome 14 Effective governance and financial management
 - Objective 14.1 Achieve excellence in organisational performance and service delivery
- 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 - Nil

Whole of Life Accounting – N/A

Risk Management

The risk area identified according to Policy RM 1 – Risk Management is Compliance.

Council is legislatively required to review delegations once every financial year. Failure to review the delegations will breach the legislation.

The overall risk has been measured as Low (Minor/Unlikely).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Absolute Majority

Moved Cr Pratico, Seconded Cr Lansdell

That Council:

1. Approves amendments to the following delegations as shown in Attachment 27:
 - CM 1 – Authorising and Affixing of the Common Seal
 - ES 4 – Offences – Bush Fires Act
 - ES 6 – Prohibited Burning Times – Control Activities
 - ES 7 – Variations and Control Activities Restricted Burning Periods
 - ES 8 – Burning Garden Refuse/Open Air Fires
 - FM 5 – Write Off of Money Owing to the Local Government
 - LE 4 – Powers of Entry
 - LE 23 – Removal of Graffiti

2. Repeals the following delegations:
 - FM 6a – Tenders for Providing Goods & Services
 - RC 1 – Use of Blackwood River for Active Recreation

- RC 2 – Use of Shire Reserves for Camping
- RC 3 – Extension of Facility Membership Periods

3. Endorse all other delegations without amendment as shown in Attachment 27.

Cr Fletcher – With reference to FM 5 – Write Off of Money Owing to the Local Government, are we writing off money to a point of \$500.

Neil Price, Manager, Governance and Risk - One's the write off a debt, and this can be from anything apart from rates. It's \$500 limit per instance as a maximum.

Cr Redman – With reference to the subdivisional road names section, it refers to recommending names to the Geographic Names Committee.

CEO Response - Most local governments convene and then disband those Committees if there's a road to be named. With the local governments I've been involved in, if there's a road or roads to be named, you convene a working group of Council and then it becomes disbanded once the road has been named.

Amendment Moved Cr Pratico, Seconded Cr Lansdell

Cr Christensen asked for the following administrative errors to be corrected:

Page 26: ES.5 – Variations to Prohibited Burning Periods – Row 5 – is the acronym CALM needs to be changed.

Page 36: row 5: 'City' should read 'local government.'

Page 40: FM 6a - Tenders for Providing Goods & Services – Removal of this delegation as part of the delegation register.

Page 49: LUP.6 – Subdivisional Road Names – Road names are something that are usually proposed through Council, with Main Roads making the final decision.

Page 60: LE.4 – Powers of Entry – Add the word 'of' in row 5 between the words power entry.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

Council Decision Moved Cr Pratico, Cr Christensen

C.09/0224 That Council:

1. **Approves amendments to the following delegations as shown in Attachment 27:**
 - **CM 1 – Authorising and Affixing of the Common Seal**
 - **ES 4 – Offences – Bush Fires Act**
 - **ES 6 – Prohibited Burning Times – Control Activities**

- **ES 7 – Variations and Control Activities Restricted Burning Periods**
 - **ES 8 – Burning Garden Refuse/Open Air Fires**
 - **FM 5 – Write Off of Money Owing to the Local Government**
 - **LE 4 – Powers of Entry**
 - **LE 23 – Removal of Graffiti**
2. **Repeals the following delegations:**
- **FM 6a – Tenders for Providing Goods & Services**
 - **RC 1 – Use of Blackwood River for Active Recreation**
 - **RC 2 – Use of Shire Reserves for Camping**
 - **RC 3 – Extension of Facility Membership Periods**
3. **Endorse all other delegations without amendment as shown in Attachment 27.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.10/0224	FILE REF.	203
SUBJECT	Review of Policy G 2 – Councillor Training/Conferences and Continuing Professional Development		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	16 January 2024		

Attachment 28 Draft amended Policy G 2 – Council Member Continuing Professional Development.

Attachment 29 Current Policy G 2 – Councillor Training/Conferences and Continuing Professional Development.

Attachment 30 Policy P 8 – Conferences/Fact Finding Tours.

OFFICER RECOMMENDATION

That Council:

1. *Adopt amended Policy G 2 Council Member Continuing Professional Development, as presented in Attachment 28.*
2. *Repeal Policy P 8 Conferences/Fact Finding Tours.*

Summary/Purpose

Policies G 2 - Councillor Training/Conferences and Continuing Professional Development has been reviewed together with policy P 8 - Conferences/Fact Finding Tours for these two policies relate to the same matter. As such they have been combined into the one policy that provides a comprehensive framework to facilitate the ongoing professional development of Council Members, ensuring they possess the necessary knowledge and skills to make informed decisions for our community. The policy also aligns with the *Local Government Act 1995*, which mandates the preparation and adoption of such a policy.

The amended policy is presented to Council for consideration.

Background

In September of 2023 a report was presented to Council seeking to amend Policy G 1 Policy Manual to provide that policies be reviewed every 3 years after the date of adoption, or more frequently when determined by the CEO or Council, or as legislatively required.

The *Local Government Act 1995* requires that Policy G 2 Councillor Training/Conferences and Continuing Professional Development be reviewed after every local government election. Given that this policy was last reviewed in November 2021 following those elections, it is required to be reviewed now.

Officer Comment

Section 5.127 of the *Local Government Act 1995* (The Act) requires a local government to prepare a report for each financial year on the training completed by Council members.

Section 5.128 of the Act requires local governments to prepare and adopt a policy in relation to the continuing professional development of Council members. It also requires the policy to be reviewed after each ordinary election.

In undertaking a review of policy G2 - Councillor Training/Conferences and Continuing Professional Development it was identified that policy P8 – Conferences/Fact Finding Tours also related to the same matter.

Given the correlation between the two, the portion relating to Fact Finding Tours has been incorporated into policy G 2. As the remainder of policy P 8 is operational in nature and falls within the CEO's function under s. 5.41(g) of the Local Government Act, it is proposed that this policy be repealed.

The existing Councillor training policy has been completely reviewed using the WALGA model Council Member Continuing Professional Development policy as a guideline. Substantial changes are being recommended and as such a 'track changed' version has not been prepared as this may cause some confusion.

Upon review the policy has been substantially amended to:

- (a) Provide a better structure;
- (b) Better reflect current practices; and
- (c) Ensure that it meets the legislative requirements.

To assist in understanding the differences between the existing and proposed policy, details of the major changes are as follows. Clauses mentioned refer to the draft amended policy.

Objectives (Clause 1)

Removed unnecessary content which is already encapsulated in legislation and reworded.

Scope (Clause 2)

A scope has been added to the policy to identify that the policy applies to all Councillors.

Definitions (Clause 3)

Added in a definition for Mandatory Training.

Budget Allocations (Clause 4.1)

New clause to identify expenses that will be funded from the 'corporate' budget and those that will be funded as a separate allocation to each Councillor.

Council Member Induction (Clause 4.2)

A new clause to ensure that newly elected Councillors are provided necessary information regarding mandatory training and other training opportunities.

Mandatory Training (Clause 4.3)

This clause has been reworded without altering the context.

Continuing Professional Development (CPD)(Clause 4.4)

This has been reworded to identify:

- Eligible CPD formats.
- What is considered beneficial to a Councillor's role.
- Eligible CPD activities.
- Limitations on Fact Finding Tours.

Application and Approval (Clause 4.5)

Includes a more detailed process for applications and approvals and limitations.

Sharing of Knowledge (Clause 4.6)

New requirement that Councillors are to provide a report on their attendance, key features and benefits of the training or professional development from interstate conferences, Fact Finding Tours and the Biennial Councillor Study tour.

Registration, Travel and Expenses (Clause 4.7)

New requirement that provides process details on matters such as:

- Event Registration and Bookings
- Travel
- Registration
- Accommodation
- Loyalty Programs and Reward Points
- Meals and Incidental Expenses
- Travel Insurance
- Accompanying persons/Entertainment Costs
- Changes to bookings and cancellations

Report Training (Clause 4.8)

New requirement that sets out what is included in the reports published on the Shire's website on training completed by Councillors.

Policy Review (Clause 4.9)

New requirement to meet the legislative requirement for reviews of the policy.

Statutory Environment

Local Government Act 1995

- s.2.7(2)(b) - The Council is to determine the local government's policies
- s.5.126 - Training for Council members
- s.5.127 - Report on training
- s.5.128 – Policy for continuing professional development

Local Government (Administration) Regulations 1996

- r.35 - Training for Council members
- r.36 - Exemptions from Act s.5.126(1)

Integrated Planning

- Strategic Community Plan
 - Outcome 13 Proactive, visionary leaders who respond to community needs.
 - Objective 13.1 Strengthen leadership and advocacy.
 - Outcome 14 Effective governance and financial management.
 - Objective 14.1 Achieve excellence in organisational performance and service delivery.
- Corporate Business Plan – Nil
 - Objective 13.1 Strengthen leadership and advocacy
 - Action 13.1.3 Provide a biennial Councillor study tour to benchmark practices in leading Councils.
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy Implications - Nil

Budget Implications

The current budget includes the following:

Conference & Seminar Expenses

Includes accommodation, registration & other costs.

\$7,500 - Attendance at Local Government Week by Councillors.

\$5,250 - Annual allowance of \$1,000 President, \$750 Deputy President & \$500 per Councillor.

Training Programs

\$5,250 - Annual allowance of \$1,000 President, \$750 Deputy President & \$500 per Councillor.

\$5,000 - Bi-annual compulsory training for newly elected Councillors.

Biennial Councillor Study Tour

\$4,000.

Funds will need to continue to be included in future budgets to ensure this policy can be fully implemented.

Whole of Life Accounting – N/A

Risk Management

The risk area identified according to Policy RM 1 – Risk Management is Compliance.

The Local Government Act requires a policy to be developed and adopted and reviewed after every local government election. Failure to undertake this review will be in contravention of legislative requirements.

The overall risk has been measured as Low (Minor/Unlikely).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Absolute Majority.

Moved Cr Fletcher, Seconded Cr Redman

That Council:

1. Adopt amended Policy G 2 Council Member Continuing Professional Development, as presented in Attachment 28.
2. Repeal Policy P 8 Conferences/Fact Finding Tours.

Cr Christensen – Noted that the proposed amended policy G 2, only deals with the professional development of Councillors, but doesn't include staff.

CEO Response – Advised that a draft Professional Development Policy specifically for staff, had been developed and would be tabled at the March Ordinary Council Meeting. The repealing of P 8 could be deferred then.

Amendment Cr Christensen, Cr Fletcher
That we remove officer recommendation part 2.
2. Repeal Policy P 8 Conferences/Fact Finding Tours.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

Council Decision Moved Cr Christensen, Seconded Cr Fletcher

C.10/0224 That Council:

- 1. Adopt amended Policy G 2 Council Member Continuing Professional Development, as presented in Attachment 28.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.11/0224	FILE REF.	203
SUBJECT	Review of Policy LS 1 – Legal Representation – Cost Indemnification		
OFFICER	Manager Governance & Risk		
DATE OF REPORT	31 January 2024		

Attachment 31 Draft amended Policy LS 1 – Legal Representation For Elected Members and Employees

Attachment 32 Current Policy LS 1 – Legal Representation – Costs Indemnification

OFFICER RECOMMENDATION

That Council adopt amended Policy LS 1 Legal Representation For Elected Members and Employees as shown in Attachment 31.

Summary/Purpose

A review of Policy LS 1 Legal Representation – Costs Indemnification has been undertaken as part of the ongoing review of all policies.

The amended policy is presented to Council for consideration.

Background

In August 2000 a circular was received from the Department regarding the increasing tendency for aggrieved parties to take, or threaten to take, litigation against a local government or against Councillors and employees and that they were intending to develop a model policy on the matter.

The model policy was subsequently developed and in November 2000 Council adopted the Legal Representation – Costs Indemnification policy using that model as a guide.

Officer Comment

The model policy has been amended by the Department quite substantially since it was first developed in 2000 and as such the Shire's existing policy no longer reflects the format and content of that model.

Substantial amendments are proposed to the current policy, and to avoid confusion a track changed version has not been provided.

It should be noted that this revised policy does not address the situation where Councillors and employees are interviewed during, or are required to give evidence to, an inquiry into the Shire. Determining whether financial assistance is given in these situations is a complex matter and one that will relate to the circumstances and reasons for the inquiry and is therefore best dealt with at the time.

The proposed changes are detailed as follows:

Objective (Clause 1)

New clause that provides clear objectives of the policy.

Scope (Clause 2)

New clause identifying who this policy applies to.

Definitions (Clause 3)

New clause that provides definitions in line with the Departments model policy. It should be noted that the proposed definitions for Elected Member, Committee Member and Employee make provision for former Elected Members, Committee Members and Employees.

Legal Representation (Clause 3.6) and Legal Services (Clause 3.8)

A new definition of lawyer has been inserted into clause 3, which effectively changes the use of a shire solicitor unless it is not practical or there is a conflict, to the ability to use any certified practitioner approved by the Council or CEO under delegated authority.

Introduction (Clause 4.1)

This clause has been added to provide the legislative basis for incurring costs for legal representation.

Payment Criteria (Clause 4.2)

Criteria forms part of the current policy however this clause provides for clearer criteria and an improved structure for determining whether the Shire will pay the legal representation costs of Councillors and employees.

Examples of Legal Representation Costs (Clause 4.3)

These have been taken from the General Principles section of the current policy and rewritten in line with the Departments policy.

Application for Permit (Clause 4.4)

This has been expanded from the current policy to provide a clearer process for applications which it brings in line with the Departments model policy.

Legal Representation Costs – Limit (Clause 4.5)

New clause to allow Council to set a limit on the amount of costs it will provide for different circumstances surrounding applications.

Council Powers (Clause 4.6)

New clause to identify what Council may do.

Delegation to Chief Executive Officer (Clause 4.7)

The limit of how much the CEO can approve for urgency reasons has been increased from \$5,000 to \$10,000.

Repayment of Legal Representation Costs (Clause 4.8)

Reworded to make it clearer when a Councillor, committee member or employee is to repay any amounts paid for legal representation.

Statutory Environment

Local Government Act 1995

s 2.7(2)(b) – Role of Council

“Without limiting subsection (1), the Council is to —
(b) determine the local government’s policies.”

s 3.1(1) – General function

“The general function of a local government is to provide for the good government of persons in its district.”

s.6.7(2) – Municipal Fund

“Money held in the municipal fund may be applied towards the performance of the functions and the exercise of the powers conferred on the local government by this Act or any other written law.”

s.9.56 - Certain persons protected from liability for wrongdoing

- (1) A person who is —
 - (a) a member of the Council, or of a committee of the Council, of a local government; or
 - (b) an employee of a local government; or
 - (c) a person appointed or engaged by a local government to perform functions of a prescribed office or functions of a prescribed class, is a protected person for the purposes of this section.
- (2) An action in tort does not lie against a protected person for anything that the person has, in good faith, done in the performance or purported performance of a function under this Act or under any other written law.
- (3) The protection given by this section applies even though the thing done in the performance or purported performance of a function under this Act or under any other written law may have been capable of being done whether or not this Act or that law had been enacted.
- (4) This section does not relieve the local government of any liability that it might have for the doing of anything by a protected person.
- (5) In this section —
 - (a) a reference to the doing of anything includes a reference to the omission to do anything;
 - (b) a reference to the doing of anything by a protected person in the performance or purported performance of a function under any written law other than this Act is limited to a reference to the doing of anything by that

person in a capacity described in subsection (1)(a), (b) or (c), as the case may be.

Integrated Planning

- Strategic Community Plan
 - Outcome 13 Proactive, visionary leaders who respond to community needs.
 - Objective 13.1 Strengthen leadership and advocacy.
 - Outcome 14 Effective governance and financial management.
 - Objective 14.1 Achieve excellence in organisational performance and service delivery.
- 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

Currently no budget allocation has been made. Any costs would need to be dealt with at the time.

Whole of Life Accounting – N/A

Risk Management

The risk areas identified according to Policy RM 1 – Risk Management are Financial Impact and Reputation.

The overall risk has been measured as Low (Moderate/Rare).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Council Decision ***Moved Cr Fletcher, Seconded Cr Pratico***
C.11/0224 That Council adopt amended Policy LS 1 Legal Representation For Elected Members and Employees as shown in Attachment 31.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.12/0224	FILE REF.	
SUBJECT	Review of P 15 – Accrual of Annual Leave Policy		
OFFICER	Chief Executive Officer		
DATE OF REPORT	19 February 2024		

Attachment 33 Draft amended Policy P 15 – Accrual of Annual Leave

Attachment 34 Current Policy P 15 – Accrual of Annual Leave

OFFICER RECOMMENDATION

That Council adopts the reviewed P 15 – Accrual of Annual Leave Policy as shown in Attachment 33.

Summary/Purpose

The reviewed Policy P 15 – Accrual of Annual Leave establishes clear guidelines for the accrual and utilisation of annual leave for all full-time and part-time staff within the Shire. It aims to ensure compliance with Work Health and Safety legislation, minimise the Shire’s annual leave liability, and provide clarity on maximum accrual limits.

Background

Policy P 15 – Accrual of Annual Leave was originally adopted on 28 February 2008 (C.19/0208) and last reviewed on 28 April 2022 (C.08/0422). The policy addresses the accumulation of annual leave in accordance with relevant Awards or enterprise bargaining agreements, with a maximum accrual cap of eight weeks. It outlines procedures for managing excess leave, including applications for deferral and directives for employees to take leave under specific circumstances. Recognising

existing excessive leave accruals, transitory arrangements are provided to reduce accruals below the eight-week maximum. The policy aligns with statutory requirements and aims to efficiently manage annual leave accruals within the Shire.

Officer Comment

That Council adopts the reviewed P 15 – Accrual of Annual Leave Policy as shown in Attachment 33.

Statutory Environment

s.2.7(2)(b) *Local Government Act 1995* – The Council is to determine the local government’s policies

Integrated Planning

- Strategic Community Plan
- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications

Budget Implications

Whole of Life Accounting

Risk Management - Low

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Moved Cr Redman, Seconded Cr Pratico

That Council adopts the reviewed P 15 – Accrual of Annual Leave Policy as shown in Attachment 33.

Cr Redman – Acknowledged that there is room for staff to be in situations where they can no longer accrue leave, or perhaps be made to take leave for administrative reasons, where it may be to their detriment when they return. This is particularly the case when there is no one acting in their position while they are away. Confirmation on how the Shire gives staff members a little bit of surety about what might happen if they take too much leave was requested.

CEO Response – Advised that the Shire does not have a lot of flexibility in this space. The Accrual of Annual Leave requirements are in the respective Awards. Staff must take time off for work, health and safety reasons and the organisation must manage its leave liability.

There have been situations that have occurred in the Shire’s recent history where people have left the organisation with enormous amounts of leave owing and the Shire has had to pay significant sums of money on their departure.

We are dependent on our management team monitoring staffing levels to make sure that sufficient arrangements are put in place when someone takes leave.

Cr Redman – Questioned whether cross training was occurring to ensure that staff could act in other roles.

CEO Response – Executive and managers meet collaboratively on a fortnightly basis, scope and provide updates on resources, projects and programs and anything else of significance. We have already re-trained administrative levels of staff so that they can operate across customer service, the depot and information management.

Lost 0/9

For: Nil

Against: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Amendment Cr Mahoney, Seconded Cr Lansdell
That Council repeal the reviewed P 15 – Accrual of Annual Leave Policy as shown in Attachment 33.

The amendment was incorporated into the substantive motion and was put.

Council Decision *Moved Cr Mahoney, Seconded Cr Lansdell*
C.12/0224 *That Council repeal the reviewed P 15 – Accrual of Annual Leave Policy as shown in Attachment 33.*

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

The presentation that a policy cannot override legislation in any case was noted. The recommendation was to repeal Policy P 15 – Accrual of Annual Leave Policy

ITEM NO.	C.13/0224	FILE REF.	
SUBJECT	Review of Policy P 5 - Equal Opportunity Employment		
OFFICER	Chief Executive Officer		
DATE OF REPORT	20 February 2024		

Attachment 35 Draft amended P 5 - Equal Opportunity Employment Policy

Attachment 36 Current P 5 - Equal Opportunity Employment Policy.

OFFICER RECOMMENDATION

That Council adopt the Draft amended P5 - Equal Employment Opportunity Policy as shown in Attachment 35.

Summary/Purpose

The reviewed policy on Equal Employment Opportunity (EEO) aims to reinforce the Shire's commitment to creating a workplace environment that is free from discrimination, bullying, and harassment. It outlines the legal responsibilities of the Shire under EEO legislation and emphasises the promotion of diversity and inclusivity within the workforce. The policy sets forth clear objectives, definitions, responsibilities, and procedures to ensure compliance and adherence to EEO principles.

Background

The Equal Employment Opportunity (EEO) policy is designed to establish guidelines for fostering a workplace culture that upholds principles of fairness, equity, and respect for all workers and Councillors within the Shire. The policy underscores the importance of complying with relevant legislation, including the WA Equal Opportunity Act 1984, and outlines definitions for key terms such as bullying, discrimination, and sexual harassment. It delineates the responsibilities of both the employer and workers in maintaining a conducive work environment, free from unlawful conduct and discrimination.

Additionally, the policy delineates procedures for addressing grievances related to EEO, harassment, diversity, and bullying, emphasizing the utilisation of the Shire's Grievance Resolution Policy, Misconduct Policy, and Bullying, Harassment &

Diversity Policy for resolution. Furthermore, it underscores the Shire's commitment to recruitment, training, and promotional practices that align with the principles of merit, equity, and equal opportunity for all workers.

To ensure compliance and accountability, the policy also outlines consequences for breaches, including disciplinary actions for workers and termination of employment for serious violations. Furthermore, it provides a comprehensive overview of relevant legislation governing EEO in Western Australia and at the federal level, underscoring the Shire's commitment to upholding legal standards and promoting a culture of inclusion and diversity in the workplace.

Officer Comment

That Council adopt the Draft amended P5 - Equal Employment Opportunity Policy as shown in Attachment 35.

Statutory Environment

- *Local Government Act 1987*
- *The WA Equal Opportunity Act 1984*
- *The Racial Discrimination Act 1975 (Cth)*
- *The Sex Discrimination Act 1984 (Cth)*
- *The Human Rights and Equal Opportunity Commission (Transitional Provisions and Consequential Amendments) Act 1986 (Cth)*
- *The Disability Discrimination Act 1992 (Cth)*
- *Respect @ Work Act 2022 (Cth)*

Integrated Planning

- Strategic Community Plan
- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications

- Grievance Resolution Policy
- Performance Management Policy
- Professional Development Policy
- Bullying, Harassment and Diversity Policy
- Misconduct Policy
- Employee Code of Conduct
- Council Code of Conduct

Budget Implications

Whole of Life Accounting

Risk Management – Low

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

**Council Decision Moved Cr Christensen, Seconded Cr Fletcher
C.13/0224 That Council adopt the Draft amended P5 - Equal Employment Opportunity Policy as shown in Attachment 35.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.14/0224	FILE REF.	
SUBJECT	Refurbishment at 144 Hampton Street		
OFFICER	Chief Executive Officer		
DATE OF REPORT	February 2024		

OFFICER RECOMMENDATION

That Council transfer \$30,000 from 07BU to 38BU for the refurbishment of the bathroom and toilet in 144 Hampton Street, Bridgetown.

Summary/Purpose

The bathroom and toilet in 144 Hampton have not been refurbished since the late 1970s. Prior to the current CEO moving into the premises, the vanity and tap ware were replaced, but nothing further.

If Council funds the renovation of the bathroom and toilet (and kitchen in the 2023/2024 financial year) the house can be rented out for more than \$650 per week. The return on investment would be relatively expedient.

The building is of historic value, and it would be a shame for the dilapidation to continue unfettered, particularly when there is the financial opportunity to ensure maintenance in future years.

Background

The Shire is currently subject to an accommodation dilemma. Over 20 years ago, the Shire sold off almost all its residential housing. Whilst there was likely sound reason for this at the time, officers have been unable to trace how the proceeds from the sales were used at the time.

Unfortunately, the only two houses that the Shire owns are two historically listed houses, 144 and 146 Hampton Street, Bridgetown.

144 has recently been painted (inside and out), had air conditioning installed and had window dressings installed. Unfortunately, the budget did not extend to refurbishment of the kitchen, toilet and bathroom, which have not been refurbished since the late 1970s. Attempts have been made to steam clean, disinfect and scrub the flooring in these rooms, but the floors remain grimy and sticky. Prior to the current CEO moving into the premises, the vanity and tap ware were replaced, but nothing further.

146 was refurbished in the 1990s and is in satisfactory condition to offer as a rental.

This Item proposes that Council transfer \$30,000 from 07BU to 38BU for the refurbishment of the bathroom and toilet in 144 Hampton Street, Bridgetown. The purpose of 07BU is to complete the point brick work on the outside of the Shire office. However, this work cannot be performed until June/July due to climate constraints and so can be provided for in the new year's budget.

The proposed works for 144 are:

- Removal of existing tiles and fittings where applicable.
- Installation of new bath and repositioning of tapware and outlets.
- Waterproofing.
- Tiling of shower area and half tiled to remainder of bathroom.
- Floor tiling and skirt tile only to toilet.
- Installation of fixtures, shower screen, towel rail, new shower combo, shelf to shower, shower screen, silicone, final clean mirror door, new toilet etc.
- Installation of ceiling fans in the bedrooms.

Quotes for these works have been sought and with added contingency would require an investment of \$25,000.00 Incl GST.

Currently no funding is available for these works, and it is proposed to temporarily source/move funds from another Cost Code to fund these works. This is one project that will generate more income for the Shire than the initial outlay.

Officer Comment

That Council transfer \$30,000 from 07BU to 38BU for the refurbishment of the bathroom and toilet in 144 Hampton Street, Bridgetown.

Statutory Environment

Integrated Planning

- Strategic Community Plan
- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications

Budget Implications

Whole of Life Accounting

Risk Management - Low

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

**Council Decision Moved Cr Boyle, Seconded Cr Pratico
C.14/0224 That Council transfer \$30,000 from 07BU to 38BU for the refurbishment of the bathroom and toilet in 144 Hampton Street, Bridgetown.**

Cr Pearce – Questioned the size is the property to clarify the \$650 per week figure.

CEO Response – The property is a 3 bedroom x 1 bathroom. A rental agent advised that \$650 was a reasonable rate in this current climate and we have been searching the Internet as well to have this confirmed.

Cr Redman – Questioned whether the account where the money is sitting now (07BU) was the maintenance for the Shire administration building?

CEO Response – Yes

Cr Redman – Questioned whether the transfer of funds would impact any urgent works that we would be using that money for otherwise.

CEO Response – The money was for point work in bricks for the Shire administration building. The point work can't commence until May, June, July, depending on the weather, because it's a specialist field and the weather must be particularly perfect. We will be able to re- budget for the point work in the new year.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.15/0224	FILE REF.	
SUBJECT	154 Hampton Road – BGTA Lease and Charge Up		
OFFICER	Principal Project Manager		
DATE OF REPORT	22 February 2024		

OFFICER RECOMMENDATON

That Council:

1. *Gives in principal support for the leasing of 154 Hampton Street, Bridgetown to the Bridgetown Greenbushes Tourism Association, and.
 - a. *Instruct the CEO to commence negotiations with the Bridgetown Greenbushes Tourism Association (BGTA) for a 4-year lease arrangement on 154 Hampton Road, Bridgetown.**
2. *Gives in principal support (not approval) to the Bridgetown Greenbushes Tourism Association (BGTA) for the installation and operation of an electric vehicle fast charger station including a solar array, battery, and associated equipment at 154 Hampton Road, Bridgetown.*

Summary/Purpose

1. To facilitate a formalised lease of 154 Hampton Street, Bridgetown between the Shire of Bridgetown Greenbushes (the title holder) and the Bridgetown Greenbushes Tourism Association (the occupier). It is anticipated that the proposed lease will be brought to the March Ordinary Council Meeting.
2. To allow the Bridgetown Greenbushes Tourism Association to further investigate the plausibility of a large Photovoltaic and battery system installed at 154 Hampton Street, to support an EV fast charger that would be grant funded by the State Government.

Background

At the January Concept Forum, the BGTA presented a proposal and rationale for the Shire to formalise a tenancy agreement on 154 Hampton Street, Bridgetown with a view to the BGTA upgrading the internals of the building and installing an EV Fast Charger that would provide income generation to the organisation.

154 Hampton Street is currently occupied by three entities, the BGTA, Landcare and Blues at Bridgetown.

The BGTA has occupied the building for many years and has facilitated basic cleaning and upgrade works since the shire acquired the building in 1977.

The BGTA does not currently have a formalised lease agreement with the Shire for 154 Hampton Street, Bridgetown.

Officer Comment

If endorsed, this item will allow the BGTA to progress with both the 'Discovery Phase' of the Charge Up proposal (which will be funded by Talison) and allow the organisation to progress with a Charge Up grant application to the Department of Energy, Mines, Industry Regulation and Safety.

Endorsement of this item does not give approval of a lease arrangement or approval to install infrastructure at the site; rather, it will provide a way forward, with any lease proposal being brought to Council in due course and any infrastructure proposals requiring statutory approval processes.

Policy/Strategic Implications

Regulation 30 (2)(b) of the Local Government (Functions General) and Regulations 1996 states:

- (b) the land is disposed of to a body, whether incorporated or not —
- (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;

It is therefore not a requirement to publicly advertise the disposal (leasing) of this property.

Budget Implications

The Shire will be required to contribute to some renovation works, however the cost of these works will be negotiated during the lease negotiations.

Quantity Surveyors costs for repairs and maintenance will be received shortly and will be used to inform the BGTA's 'Discovery' phase and will also inform lease negotiations that will be brought to the March Ordinary Council Meeting.

Whole of Life Accounting

The buildings referred to in this report is included on the Shire's Asset Register and the Shire's Long Term Financial Plans for routine and programmed maintenance and depreciation.

Risk Management

There are no perceived risks to this item as it relates to pre-negotiation and In Principal support only.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Moved Cr Christensen, Seconded Cr Boyle
That Council:

1. Gives in principal support for the leasing of 154 Hampton Street, Bridgetown to the Bridgetown Greenbushes Tourism Association, and.
 - a. Instruct the CEO to commence negotiations with the Bridgetown Greenbushes Tourism Association (BGTA) for a 4-year lease arrangement on 154 Hampton Road, Bridgetown.

2. Gives in principal support (not approval) to the Bridgetown Greenbushes Tourism Association (BGTA) for the installation and operation of an electric vehicle fast charger station including a solar array, battery, and associated equipment at 154 Hampton Road, Bridgetown.

Cr Redman - I think both the mover and seconder are on that committee. Motion was read again.

**Council Decision Moved Cr Redman, Seconded Cr Lansdell
C.15/0224 That Council:**

1. ***Gives in principal support for the leasing of 154 Hampton Street, Bridgetown to the Bridgetown Greenbushes Tourism Association, and.***
 - a. ***Instruct the CEO to commence negotiations with the Bridgetown Greenbushes Tourism Association (BGTA) for a 4-year lease arrangement on 154 Hampton Road, Bridgetown.***
2. ***Gives in principal support (not approval) to the Bridgetown Greenbushes Tourism Association (BGTA) for the installation and operation of an electric vehicle fast charger station including a solar array, battery, and associated equipment at 154 Hampton Road, Bridgetown.***

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.16/0224	FILE REF.	101.3
SUBJECT	2023 Compliance Audit Return		
PROPONENT	Department of Local Government, Sport and Cultural Industries		
OFFICER	Manager Governance and Risk		
DATE OF REPORT	16 February 2024		

Attachment 37 2023 Compliance Audit Return

OFFICER RECOMMENDATION

That Council adopt the Compliance Audit Return for the 2023 calendar year (Attachment 37) prior to it being submitted to the Department of Local Government, Sport and Cultural Industries.

Summary/Purpose

Each year local governments are required to complete a mandatory Compliance Audit Return (CAR) which must be submitted to Council for adoption prior to being forwarded to the Department of Local Government, Sport & Cultural Industries.

It is a statutory requirement that the completed CAR is to be reviewed by the Audit Committee prior to its presentation to Council.

Background

The Compliance Audit Return is completed for the previous calendar year and is one of the tools that allow Council to monitor how its organisation is functioning.

The Department of Local Government, Sport & Cultural Industries requires the Compliance Audit Return to be:

- a) Presented to Council at a meeting of the Council prior to 31st March;
- b) Adopted by the Council; and
- c) The adoption recorded in the Minutes of the meeting at which it is adopted.

Each year the Compliance Audit Return covers various categories and for the 2023 Return, the areas covered are:

- Commercial Enterprises by Local Governments
- Delegation of Power/Duty
- Disclosures of Interest
- Disposal of Property
- Elections
- Finance
- Integrated Planning and Reporting
- Local Government Employees
- Official Conduct
- Optional Questions
- Tenders for Providing Goods and Services

Officer Comment

After completing the responses to the 94 questions contained in the 2023 Compliance Audit Return it should be noted that there were only two questions that were responded to as non-compliant:

Delegation of Power/Duty

Question 12 - Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2022/2023 financial year?

Officer Response – The review of these delegations commenced prior to the end of the financial year however they were not completed until 19/07/2023.

Optional Questions

Question 8 - By 30 September 2023, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2023?

Officer Response - Due to a delay in receipt of infrastructure fair values, the Shire requested an extension in time for completion to submit to its auditor the balanced accounts. The Minister granted an extension to 13 October 2023. The accounts were submitted to the Auditor on 13 October 2023 in line with the approved extension.

It is a statutory requirement that the Return is to be reviewed by the Audit Committee prior to its presentation to Council. The 2023 Compliance Audit Return was considered by the Audit Committee at its meeting held 15 February 2024 where the following recommendation was carried:

“That the Audit Committee recommends that Council adopt the Compliance Audit Return for the 2023 calendar year (Attachment 37) prior to it being submitted to the Department of Local Government, Sport and Cultural Industries.”

The 2023 Compliance Audit Return is now presented for Council’s adoption.

Statutory Environment

Local Government (Audit) Regulations 1996:

14. Compliance audits by local governments

- (1) *A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.*
- (2) *After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.*
- (3A) *The local government’s audit committee is to review the compliance audit return and is to report to the Council the results of that review.*
- (3) *After the audit committee has reported to the Council under sub regulation (3A), the compliance audit return is to be —*
 - (a) *presented to the Council at a meeting of the Council; and*
 - (b) *adopted by the Council; and*
 - (c) *recorded in the minutes of the meeting at which it is adopted.*

15. Certified copy of compliance audit return and other documents to be given to Departmental CEO

- (1) *After the compliance audit return has been presented to the Council in accordance with regulation 14(3) a certified copy of the return together with —*
 - (a) *a copy of the relevant section of the minutes referred to in regulation 14(3)(c); and*
 - (b) *any additional information explaining or qualifying the compliance audit,*

is to be submitted to the Departmental CEO by 31 March next following the period to which the return relates.

Integrated Planning

- Strategic Community Plan

Outcome 14	Effective governance and financial management
Objective 14.1	Achieve excellence in organisational performance and service delivery
- 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 - Nil

Whole of Life Accounting – Not Applicable

Risk Management

The risk areas identified according to Policy RM 1 – Risk Management are Compliance.

Legislation requires that this be completed and lodged by 31 March of each year and failure to do so will be in breach of legislation.

The overall risk has been measured as Low (Moderate/Rare).

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

***Council Decision Moved Cr Fletcher, Seconded Cr Pratico
C.16/0224 That Council adopt the Compliance Audit Return for the 2023 calendar year (Attachment 37) prior to it being submitted to the Department of Local Government, Sport and Cultural Industries***

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Name	Cr Lyndon Pearce
Type of Interest	Impartiality
Item No.	C.17/0224 Talison Partnering for the Future Update
Nature of Interest	I am an employee of Talison

Name	Cr Lyndon Pearce
Type of Interest	Impartiality
Item No.	C.18/0224 Talison Partnering for the Future 2023 – Budget Amendment
Nature of Interest	I am an employee of Talison

Cr Pearce left the room at 6.58pm

ITEM NO.	C.17/0224	FILE REF.	071.1
SUBJECT	Talison Partnering for the Future Update		
OFFICER	Principal Project Manager		
DATE OF REPORT	22 February 2024		

Attachment 38 January 2024 Partnering for the Future 2023 Report

OFFICER RECOMMENDATION

That the information below and contained in the 'January 2024 Partnering for the Future 2023 Report' as shown in Attachment 38 be noted.

Summary/Purpose

For Council awareness to the status of the Partnering for the Future Project between Talison Mining Company (Talison) and the Shire of Bridgetown – Greenbushes (The Shire).

Background

In August 2023, a 'Partnering for the Future 2023' agreement was reached between the Shire and Talison, whereby Talison would fund several Community infrastructure improvement projects in Greenbushes and Bridgetown to the value of \$1,804,504.90 which were to be delivered within the 2023 calendar year period.

Officer Comment

The 2023 projects are now nearing completion with the exception of the Greenbushes asphalt overlay and the installation of the Swimming Pool blankets, both of which will be complete by the end of March 2024. Further commentary of the status of all 2023 projects is included in the attachment. Joint Talison and Shire media statements via various media streams will be published in due course.

Statutory Environment

All new facilities will need to be compliant with the Work Health and Safety Act 2020, the Building Code of Australia 2012, the Disability Services Act 1993, Health (Miscellaneous) Act 1911, Public Health Act 2016, Food Act 2008 and all other relevant Standards and Codes that apply.

Integrated Planning

➤ Strategic Community Plan

Item 2 - Good health and community wellbeing.

➤ Corporate Business Plan

Item 2.2 Provide quality sport, leisure and recreation services.

➤ Long Term Financial Plan

Other than the budgets already allocated in the Shire’s 2023-24 Budget, there are no other additional funds required or allocated to these projects.

➤ Asset Management Plans

All new assets will be included in the Shire’s Asset Management Plans with provision for annual and long-term maintenance.

➤ Workforce Plan

Project Management costs to deliver the 2023 Partnering of the Future Project Plan are covered within the Grant request.

➤ Other Integrated Planning - NA

Policy/Strategic Implications - NA

Budget Implications - No Impact

Whole of Life Accounting - No impact

Measures of Likelihood			
Rating	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Council Decision Moved Cr Lansdell, Seconded Cr Redman C.17/0224 That the information below and contained in the ‘January 2024 Partnering for the Future 2023 Report’ as shown in Attachment 38 be noted.

Carried 8/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pratico and Redman.
Against: Nil

ITEM NO.	C.18/0224	FILE REF.	071.1
SUBJECT	Talisson Partnering for the Future 2023 – Budget Amendment		
OFFICER	Morgan Gillham		
DATE OF REPORT	22 February 2024		

Attachment 39 Agenda Item C.03/0124 – Talisson Partnering the Future – Budget Amendment

OFFICER RECOMMENDATION

That Council revoke the approved January OCM Budget Amendment item C.03/0124 – Talisson Partnering for the Future – Budget Amendment as shown in Attachment 39 and endorse an amended Budget Amendment for the transfer of funds between Talisson funded projects.

Summary/Purpose

The approved January OCM Budget Amendment item C.03/0124 – Talisson Partnering for the Future – Budget Amendment, contained minor errors in the form of project numbers. It is therefore proposed to revoke that approval and in turn, approve this Budget Amendment to the Talisson Partnering for the Future 2023 Grant Moneys.

Background

In 2023, the Shire was granted \$1,640,459.00 from Talisson to deliver a series of projects under the Partnering for the Future 2023 program.

Each of these projects was allocated a budget amount based on assumed costs, however, during the procurement and delivery phase, the true costs of these works has now been realised.

In late 2023, Talisson provided written approval for the Shire’s Project Management Team to ‘pool’ these moneys and reallocate any project surplus to projects with a deficit.

As these budgets were formalised and set within Shire budget papers, Officers now require a Budget Amendment to allow for the transfer of funds between these Talisson funded projects.

In addition, the Shire has now received the Partnering for the Future 2024 agreement which sees Talisson provide support for utilising unspent 2023 funds on approved 2024 projects. Specifically, the transfer of \$170,000 from the 2023 funding into the approved Town Hall air conditioning and audio-visual elements.

Officer Comment

Officers seek a Council budget amendment to transfer 2023 Talison Projects funds as below:

AMOUNT (excl GST)	TRANSFER FROM	TRANSFER TO
\$100	TF08 Greenbushes Court Lighting	25IN Bridgetown Sports Ground
\$3,168	TF07 Leisure Centre Fans	TF22 Greenbushes Footpath Masterplan
\$497	TF05 Aquatic Blanket	TF04 Aquatic Inflatable
\$52,500	TF11 Bridgetown Sportsground Carpark	23IN Sports Ground Water Supply Dam Construction
\$13,562.86	TF07 Leisure Centre Fans	23IN Sports Ground Water Supply Dam Construction
\$1,037	TF05 Aquatic Blanket	23IN Sports Ground Water Supply Dam Construction
\$27,500	TF03 Energy Efficiency Project	23IN Sports Ground Water Supply Dam Construction
\$62,000	TF08 Greenbushes Court Lighting	23IN Sports Ground Water Supply Dam Construction
\$143,975.29	TF13-21 Greenbushes Local Roads	02BU Town Hall Air Con & Audio Visual
\$32,022.34	TF08 Greenbushes Court Lighting	02BU Town Hall Air Con & Audio Visual

This budget amendment allows for the full construction, HDPE lining and hydraulic works to the new Bridgetown Sports Ground dam, providing irrigation water security to this facility.

It also allows for the installation of ducted air conditioning and the installation of audio visual to the Town Hall that was previously removed due to lack of funds.

Statutory Environment

All new facilities will need to be compliant with the Work Health and Safety Act 2020, the Building Code of Australia 2012, the Disability Services Act 1993, Health (Miscellaneous) Act 1911, Public Health Act 2016, Food Act 2008 and all other relevant Standards and Codes that apply.

Integrated Planning

➤ Strategic Community Plan

Item 2 - Good health and community wellbeing

➤ Corporate Business Plan

Item 2.2 Provide quality sport, leisure and recreation services.

➤ Long Term Financial Plan

Other than the budgets already allocated in the Shire's 2023-24 Budget, there are no other additional funds required or allocated to these projects.

➤ Asset Management Plans

All new assets will be included in the Shire's Asset Management Plans with provision for annual and long-term maintenance.

➤ Workforce Plan

Project Management costs to deliver the 2023 Partnering of the Future Project Plan are covered within the Grant request.

➤ Other Integrated Planning - NA

Policy/Strategic Implications - NA

Budget Implications

Transfer of funds between Talison funded projects will have no negative impact on the 2023/24 budget.

Whole of Life Accounting - No impact

Risk Management - No identifiable risks

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements - Simple Majority

Moved Cr Christensen, Seconded Cr Fletcher
That Council revoke the approved January OCM Budget Amendment item C.03/0124 – Talison Partnering for the Future – Budget Amendment as shown in Attachment 39 and endorse an amended Budget Amendment for the transfer of funds between Talison funded projects.

Amendment Cr Christensen, Seconded Cr Fletcher
That the words ‘as noted in the text below in the agenda item’ be added to the text at the end of the officer recommendation.

Carried 8/0

For: Crs Boyle, Browne, Christensen, Lansdell, Mahoney, Mountford, Pratico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

Council Decision Moved Cr Christensen, Seconded Cr Fletcher
C.18/0224 That Council revoke the approved January OCM Budget Amendment item C.03/0124 – Talison Partnering for the Future – Budget Amendment as shown in Attachment 39 and endorse an amended Budget

Amendment for the transfer of funds between Talison funded projects, as noted in the text below in the agenda item.

Carried 8/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pratico and Redman.

Against: Nil

Cr Pearce returned to the room at 7.03pm

ITEM NO.	C.19/0224	FILE REF.	
SUBJECT	Relocation of the State Emergency Services Building		
OFFICER	Chief Executive Officer		
DATE OF REPORT	February 2024		

OFFICER RECOMMENDATION

That Council approve the relocation of the State Emergency Services (SES) building from its current central town location to the Incident Control Centre.

Summary/Purpose

The purpose of this agenda paper is to request the Council's approval for the relocation of the State Emergency Services (SES) building from its current central town location to the Incident Control Centre. This strategic move is aimed at enhancing emergency response capabilities, improving inter-agency collaboration, and addressing current logistical challenges.

Background

The SES's operations are currently constrained by a regulation prohibiting noise after 6 pm. This restriction significantly hampers after-hours training and the testing of machinery and vehicles, which are crucial for emergency preparedness.

The existing colour bond shed housing the SES detracts from the historical character of the surrounding precinct, impacting the aesthetic value of the town centre.

The benefits of relocation to the Incident Control Centre include:

- *Enhanced Collaboration with Other Emergency Services:* Proximity to the Bushfire Brigades and other emergency services at the Incident Control Centre will foster better coordination during emergencies and disasters.
- *Improved Command and Control:* The co-location of multiple emergency services will streamline command and control operations during critical incidents.
- *Efficient Resource Sharing:* Shared access to resources, including training rooms, will optimize the use of facilities and reduce overall operational costs.
- *Coordinated Inter-Agency Training:* The new location will facilitate more systematic and frequent inter-agency training sessions, crucial for effective emergency response.

The relocation project is proposed to be funded through external funds. Officers are actively engaging in an application process with the Department of Fire and Emergency Services (DFES).

In the event the DFES application does not yield the necessary funds, officers are prepared to explore alternative funding opportunities to ensure the project's fruition.

The relocation of the State Emergency Services building to the Incident Control Centre is a crucial step towards enhancing our town's emergency response capabilities. By addressing current limitations and leveraging the synergies of closer proximity to other emergency services, we can significantly improve our preparedness for emergencies and disasters.

Officer Comment

That Council approve the relocation of the State Emergency Services (SES) building from its current central town location to the Incident Control Centre.

Statutory Environment

Integrated Planning

- Strategic Community Plan
- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications

Budget Implications

Whole of Life Accounting

Risk Management - Low

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Moved

Cr Fletcher, Seconded Cr Pratico

That Council approve the relocation of the State Emergency Services (SES) building from its current central town location to the Incident Control Centre.

Cr Lansdell - Can I confirm this has been driven by them?

CEO Response – Originally, I asked the question as to why the SES building was so old and outside of current practice in terms of location (DFES has preferred emergency services co-location for over 20 years). Officers have met with the State Emergency Service and the Bushfire Advisory Committee. There are some significant limitations on the current location of the building, including SES not being able to do training after 06:00pm because of the noise restrictions in the town centre. The SES are so far very supportive.

Cr Pratico – Questioned why are we planning to move a building that's not fit for purpose?

CEO Response – The building will be a newly constructed fit-for-purpose building.

Cr Pratico – The document states “relocate.”

CEO Response – That was a poor choice of wording. We will have the wording amended.

Cr Pearce – raised the following:

- Consultation with the Bridgetown Bushfire Brigade.
- The timing for the funding round for the capital grants scheme, which closes at the end of March.

Morgan Gillham, Principal Project Manager – Officers have a meeting with senior DFES people on the 7th March and that discussion will be about using this grant round to secure funds for the planning and design of the building. We will then go into the 2025 March funding round with a set of solid plans that have been well thought through, this will include consulting with all relevant groups. That's the intention and DFES is supportive of that process as well.

Cr Fletcher - Supports the amended motion in that centralising is a “brilliant” idea. During our last major incident two years ago, the SES were working with the Incident Control Centre extensively under their control.

Morgan Gillham, Principal Project Manager – Committed to consulting with the Bridgetown Bushfire Brigade prior to the March Ordinary Council Meeting.

Cr Redman – Questioned whether delaying the decision would impact funding.

Morgan Gillham, Principal Project Manager – No.

Amendment Moved Cr Pratico, Seconded Cr Fletcher
That the words ‘building’ and ‘relocate’ are removed from the officer recommendation.

Carried 7/2

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford and Redman.

Against: Crs Pratico and Pearce

The amendment was incorporated into the substantive motion and was put.

Moved Cr Fletcher, Seconded Cr Pratico
That Council approve the relocation of the State Emergency Services (SES) from its current central town location to the Incident Control Centre.

Carried 7/2

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford and Redman.

Against: Crs Pratico and Pearce

Amendment Moved Cr Mahoney, Seconded Cr Fletcher
That the already amended motion has the words ‘subject to immediate consultation with all stakeholders’ at the end of the amended officer recommendation.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

The amendment was incorporated into the substantive motion and was put.

Council Decision **Moved Cr Mahoney, Seconded Cr Fletcher**
C.19/0224 That Council approve the relocation of the State Emergency Services (SES) from its current central town location to the Incident Control Centre, subject to immediate consultation being undertaken with all stakeholders.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

Corporate Services

ITEM NO.	C.20/0224	FILE REF.	131
SUBJECT	January Financial Activity Statements and List of Accounts Paid in January 2024		
OFFICER	Manager Finance		
DATE OF REPORT	19 February 2024		

Attachment 40 – January 2024 Financial Activity Statements

Attachment 41 – List of Accounts Paid in January 2024

OFFICER RECOMMENDATION

That Council receive the:

- 1. That Council receives the January 2024 Financial Activity Statements as presented in Attachment 40.*
- 2. That Council receives the List of Accounts Paid in January 2024 as presented in Attachment 41.*

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. The regulations also require that 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 (Regulation 13).

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 is to be shown according to nature and type classification.

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.

Where the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, Regulation 13 requires that a list of accounts paid by the CEO is to be prepared each month showing for each account paid:

- (a) the payee's name; and
- (b) the amount of the payment; and
- (c) the date of the payment; and
- (d) sufficient information to identify the transaction.

The list of accounts is to be:

- (a) presented to the Council at the next ordinary meeting of the Council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

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.

Regulation 35(5) of the Local Government (*Financial Management*) Regulations requires a local government to adopt a percentage or value to be used in statements of financial activity for reporting material variances. Council when adopting its 2022/23 budget resolved as follows:

“C.07/0823 That Council for the financial year ending 30 June 2024 adopt a percentage of plus or minus 5% at nature classification level to be used for reporting material variances of actual revenue and expenditure in the monthly financial reports. The exception being that material variances of \$10,000 or less are non-reportable.”

The attached financial activity statements provide explanation of material variances in accordance with resolution C.07/0823.

Integrated Planning

- Strategic Community Plan
Outcome 14 – Effective governance and financial management
- Corporate Business Plan - Nil
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan – Nil
- Other Integrated Planning – Nil

Policy Implications

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

Budget Implications

Expenditure incurred in January 2024 and presented in the list of accounts paid, was allocated in the 2023/24 Budget.

Whole of Life Accounting – Not applicable

Risk Management

There are no risk areas identified according to Policy RM 1 – Risk Management, as Council have been asked to receive the reports only and no further decision of Council if required.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Council Decision Moved Cr Pratico, Seconded Cr Fletcher

That Council receive the:

- 1. That Council receives the January 2024 Financial Activity Statements as presented in Attachment 40.**
- 2. That Council receives the List of Accounts Paid in January 2024 as presented in Attachment 41.**

Cr Mahoney – With reference to page 21 of the monthly financial report, note eight, fixed asset acquisitions, questioned whether the first item, plant and equipment Governance Director, Corporate Services vehicle, \$128,000 is correct.

CEO Response – The \$128,000 is for the purchase of the CEO’s car, the replacement pool car, and the purchase of a new vehicle for the Principal Project Manager. Accounts will change the wording in the document to reflect that.

Cr Mahoney - Noted that on page 23 of the same report, it states that the Shire does not intend to undertake any new borrowings for the year ended 30 June 2024. Should this sentence be removed?

CEO Response – Yes. Thank you.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Shire President – Advised Councillors that she and the CEO had attended a dinner that included Hon Minister Don Punch, Minister for Regional Development and Melissa Teede, CEO Southwest Development Commission. Based on informal conversations held, there appears to be a possibility that the Shire may be able to apply retrospectively from the Disaster Recovery Fund. However, further exploration is required.

Development, Community and Infrastructure

ITEM NO.	C.21/0224	FILE REF.	440
SUBJECT	Replacement and Upgrade of Shire Depot Facilities		
OFFICER	Project Officer		
DATE OF REPORT	13 February 2024		

OFFICER RECOMMENDATION

That Council:

3. *Supports the funding and staging proposal for the Replacement and Upgrade of Shire Depot facilities as detailed in Option 2 of this report with the inclusion of an additional loan contingency amount of \$100,000.*
4. *Approves the following funding arrangement for the construction of an Administration Office at the Shire Depot in line with the approved concept plan, as Stage 1 of the Replacement and Upgrade of Shire Depot facilities.*

Year	Description	Funding Source			
		Municipal	Loan	Other	Total
24-25	Construct Administration Office	485,000	1,300,000		1,785,000

5. *As required under Section 6.20 part (2) of the Local Government Act 1995, gives one month’s local public notice of the proposal to construct a new Administration Office at the Shire Depot to be funded in part by a loan of up to \$1.3 million from Western Australian Treasury Corporation.*

6. *Requests approval from the Western Australian Treasury Corporation for a loan of \$1.3 million for the purpose of constructing an Administration Office at the Shire Depot, Lot 1308 Les Woodhead Avenue, Bridgetown, with the term of the loan being 20 years.*
7. *Authorises the Chief Executive Officer and Shire President to sign and affix the Shire's Common Seal to the loan agreement with WA Treasury Corporation.*
8. *Upon written approval of the requested loan of \$1.3 million, advertises the tender for the construction of the Shire Depot Administration Office.*
9. *Receives a further report and Business Case that assesses the viability and justification for the proposed Shire Workshop building.*

(Absolute Majority Required)

Summary/Purpose

This report identifies funding and staging options for the replacement and upgrade of Shire Depot facilities destroyed in the fire of February 2022 and recommends that Council supports the proposal detailed under Option 2 of the report.

Background

Previous reports to Council have identified the need to replace the facilities that were destroyed by the major fire in February 2022.

Following consideration of the most recent report to the Council Meeting held on 14 December 2023 it was resolved (C.08/1223) as follows:

That Council:

1. *Subject to any further minor changes, approves the draft concept plan for the Bridgetown Shire Depot (Attachment 8) and the plan be used to guide the rebuild of facilities and future redevelopment of the site.*
2. *Accept the quote of \$149,140 (ex GST) from Willcox and Associates for Detailed Design and Documentation for the Shire Depot facilities rebuild and authorise the Chief Executive Officer to sign the Goods and/or Services Contract Conditions between the Shire of Bridgetown-Greenbushes and Willcox & Associates Pty. Ltd.*
3. *Receive a further report to the January 2024 Council Meeting that identifies funding and staging options for delivery of the project.*

Due to the outcome of the funding submission to Talison Lithium not being available for the January Council meeting, this report is now presented for Council's consideration.

The current status of the project is that Willcox and Associates have been formally engaged and are currently working on the detailed design drawings and specifications for the new Office and Workshop buildings. Detailed design is scheduled for completion by the end of March 2024.

A summary of the cost estimates for the replacement facilities and other upgrades is shown in the table below:

Description	Cost (ex GST)
<u>Planning and Design</u>	
Concept Plan and Cost Estimate	\$13,900
BAL Assessment	\$1,280
Feature Survey	\$3,850
Professional Fees/Detailed Design	\$129,240
Sub Total	\$148,270
<u>Office Building</u>	
Construct Office Building	\$1,356,000
IT connection and Office Fit out	\$120,000
Septic system and leach drains	\$30,000
External site infrastructure reticulation	\$50,000
New Water Tank	\$5,000
Relocate and upgrade vehicle access gate	\$10,000
Contingency & Cost Escalation	\$82,500
Sub Total	\$1,653,500
<u>Workshop</u>	
Construct Workshop	\$429,000
Workshop Fit out (including Hoist)	\$70,000
Covered Walkway to Office	\$10,000
Contingency & Cost Escalation	\$26,000
Sub Total	\$535,000
<u>External Works</u>	
Replace perimeter fencing	\$134,000
Car park and pathways	\$69,000
Sub Total	\$203,000
<u>Other</u>	
Heavy machinery storage shed	\$388,000
Light vehicle storage shed	\$148,000
Relocate and upgrade fuel pumps	\$50,000
Relocate sheds and other facilities	To be advised
Total	\$3,125,770

As advised in the previous reports to Council, the insurance payment of \$633,176 is included in the Shire's 2023-24 Budget for the Depot Facilities rebuild.

The Shire has also recently been formally advised by Talison Lithium that its requested contribution of \$1.2 million for the Depot project has been unsuccessful in the 2024 funding round. Unfortunately, there are no other known sources of funding currently available for Shire Depot facility upgrades.

Officer Comment

Given the total estimated cost for the Depot facilities replacement and upgrade, it is proposed that Council consider a staged approach for delivery of the project.

The following funding and staging options are presented for Council's consideration:

Option 1

Year	Description	Funding Source			
		Municipal	Loan	Other	Total
23-24	Planning & Design	148,270			148,270
24-25	Office Building & Workshop	488,500	1,700,000		2,188,500
25-26	Car park Fuel Pump Station	119,000			119,000
26-27	Replace Perimeter Fence	134,000			134,000
27-28	Heavy machinery shed	388,000			388,000
28-29	Light vehicle shed	148,000			148,000
	Totals	1,425,770	1,700,000		3,125,770

This option would be to construct the replacement office and workshop buildings as the first stage of the redevelopment at an estimated cost of \$2,188,500. The funding proposal would be to use the balance of funds from the insurance payout with a small top up allocation of \$3,600 in the 2024-25 Budget plus loan funds of \$1.7 million.

The balance of the works would be undertaken in stages over a four-year period and funded from Municipal funds allocated in the Shire's annual budget. The Heavy Machinery Shed could potentially be funded over two financial years to reduce the impact on the Shire's budget in a single year.

The advantages and disadvantages of this option are as follows:

Advantages

- It would allow the Shire to replace the two main buildings that were destroyed in the fire as the first and major stage of the rebuild and upgrade of the Depot.
- Estimated savings (compared to construction being completed in separate stages) of approximately \$50,000 through reduced mobilisation costs and economies of scale.

- It would address current Work Health and Safety concerns and provide facilities that are safe and fit for purpose for the Shire’s outside workforce.
- Improved moral for the Shire’s outside workforce.
- Reduced disruption by having the main construction completed in a single stage.

Disadvantages

- A loan of \$1.7 million over a 20-year term would require annual repayments of approximately \$151,000 which equates to a 2.65% rate increase to service the loan.
- A Business Case to justify the replacement Workshop building is yet to be completed. This would include a cost-benefit analysis to determine the justification and viability of the proposed Workshop building.

Option 2

Year	Description	Funding Source			
		Municipal	Loan	Other	Total
23-24	Planning & Design	148,270			148,270
24-25	Construct Office Building	485,000	1,200,000		1,685,000
25-26	Construct Workshop, Car Park, Fuel Pump Station & Perimeter Fence		800,000		800,000
26-27	Heavy machinery shed	388,000			388,000
27-28	Light vehicle shed	148,000			148,000
	Totals	1,169,000	2,000,000		3,169,000

This option would be to construct the new Office building as the first and most critical stage of the Depot rebuild and upgrade, at an estimated cost of \$1,685,000. The funding proposal would be to use the balance of funds from the insurance payout plus loan funds of \$1.2 million.

Under this option, stage 2 would include construction of the Workshop (subject to justification and viability being demonstrated), Car Park, Fuel Pump Station and Perimeter Fence with the estimated cost of \$800,000 to be funded from loan funds. The balance of the works would be undertaken in a further two stages and funded from Municipal Fund budget allocations over a 2-3 year period.

The advantages and disadvantages of this option are as follows:

Advantages

- It would allow the replacement Office building, which has been identified as the highest and most urgent priority, to be constructed in 2024-25.
- It would address current Work Health and Safety concerns and provide facilities that are safe and fit for purpose for the Shire's outside workforce.
- Improved moral for the Shire's outside workforce.
- The repayments for a \$1.2 million loan and the required rate increase are less than that required for a \$1.7 million loan as per option 1.
- It would allow further time to develop a Business Case to determine the need and viability of the proposed Workshop building.
- Subject to the justification and viability of the proposed Workshop being demonstrated, it would allow the balance of the high priority upgrades to be completed in 2025-26.

Disadvantages

- A loan of \$1.2 million for the Office building over a 20-year term would require annual repayments of approximately \$107,000 which equates to a 1.87% rate increase to service the loan.
- A second loan of \$800,000 in 2025-26 would require annual loan repayments of approximately \$69,000 which equates to a further 1.25% rate increase.

Conclusion

Whilst there is a case for constructing the Administration Office and Workshop as the first stage, Option 2 is recommended for the following reasons:

- The required rate increase of 2.65% (on top of planned rate increases) for Option 1 may not be appropriate in the current economic climate.
- When completed, the Business Case to justify the need and viability of the new Workshop would allow Council to make an informed decision as to whether to proceed with the construction of a new Workshop or make other arrangements to service and repair the Shire's vehicle fleet, plant and equipment.
- It would allow the replacement Office building, which has been identified as the highest and most urgent priority, to be constructed in 2024-25.

The proposal to part fund the replacement Administration Office by raising a loan is justified because it is not a viable option to fund the project from Municipal Funds, and a loan would allow the cost to be spread over the 20-year term of the loan. The option of 'doing nothing' and continue with the current unsatisfactory arrangement is not recommended and would likely further reduce staff morale, create ongoing difficulties in recruiting staff and could result in the Shire being prosecuted under the Work Health and Safety Act for failing to provide a suitable and safe workplace for its outside workforce.

Although the cost estimates provided by the Quantity Surveyor to construct the new Administration Office are considered to be generous, the actual costs will not be known until tenders for construction are received. If the tendered prices were higher than the cost estimates provided by the Quantity Surveyor and included in this report, and Council was supportive of increasing the loan amount to make up the shortfall, it would need to readvertise its 'Intention to Borrow' and reapply to the WA Treasury Corporation (WATC) for a larger loan. This process would further delay the commencement of construction by 2-3 months. It is therefore recommended that Council include an additional contingency of \$100,000 in the loan application which would provide WATC approval to borrow up to \$1.3 million should that be required.

The advice received from WATC is that the amount of the loan can be reduced if the tender price is less than the budget but cannot be increased if the tender price is more than the budget without readvertising and reapplying for larger loan.

Statutory Environment

Section 6.20 part (1) of the Local Government Act 1995 provides a local government with "Power to Borrow" money to enable the local government to perform the functions and exercise the powers conferred on it under the Act or any other written law.

Section 6.20 part (2) of the Local Government Act 1995 states that where a local government proposes to borrow money and details of that proposal have not been included in the annual budget for that financial year, the local government must give one month's local public notice of the proposal and the resolution is to be by absolute majority.

Section 3.57 of the *Local Government Act 1995*, and Part 4 of the Local Government (Functions and General) Regulations 1996, provides a mechanism for purchase of goods and services by Public Tender.

The Shire of Bridgetown-Greenbushes' Purchasing Policy provides compliance with the *Local Government Act 1995* and the Local Government (Functions and General) Regulations 1996 for the procurement of goods and services.

The design for the replacement Shire Depot office building and sheds complies with the Work Health and Safety Act 2020, the Building Code of Australia 2012, the Disability Services Act 1993, Health (Miscellaneous) Act 1911, Public Health Act 2016, Food Act 2008 and all other relevant Standards and Codes that apply for facilities of this nature.

Integrated Planning

- Strategic Community Plan
 - Outcome 16 An engaged and effective workforce
 - Objective 16.1 Attract, train, develop and retain an effective workforce.

- Corporate Business Plan
 - Outcome 16 An engaged and effective workforce

- Long Term Financial Plan

Other than the funds allocated in the Shire's 2023-24 Budget from the insurance payout, there are no other additional funds allocated for the replacement of the Depot facilities lost in the fire.

- **Asset Management Plans**
The replacement office building and sheds will need to be included in the Shire's Asset Management Plans with provision for annual and long-term maintenance.
- **Workforce Plan**
Although not specifically included in the Shire's Workforce Plan 2018-2022, the replacement office building at the Depot will provide suitable long-term accommodation for the Shire's outside workforce.
- **Other Integrated Planning - Nil**

Policy/Strategic Implications

The Shire's Purchasing Policy FM4 requires public tenders to be invited for purchase of goods and services of \$250,000 and over.

Budget Implications

A capital budget allocation of \$633,176 has been provided in the Shire's 2023-24 Budget for the replacement of Depot facilities destroyed in the fire.

Whole of Life Accounting

The replacement buildings and structures that are proposed in this report for the Shire Depot will be included on the Shire's Asset Register and funds included in the Shire's Long Term Financial Plans for routine and programmed maintenance and depreciation.

Risk Management

The main Risk identified in relation to this item is **Work Health and Safety**. The Consequence could be Reputational and/or Financial if a Work Health and Safety claim was made against the Shire for failing to provide a suitable workplace. The Risk Consequence is considered to be Major and the Likelihood Possible resulting in a High Level of Risk. The Risk is mitigated by adopting the recommendation contained in this report which will lead to provision of a suitable and safe working environment for the Shire's outside workforce staff.

In addition, as a legislative requirement, the Architect will produce a 'Safety in Design' report that will mitigate both construction risk and user risks during operation.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Absolute Majority

Moved Cr Fletcher, Seconded Cr Boyle
That Council:

3. Supports the funding and staging proposal for the Replacement and Upgrade of Shire Depot facilities as detailed in Option 2 of this report with the inclusion of an additional loan contingency amount of \$100,000.
4. Approves the following funding arrangement for the construction of an Administration Office at the Shire Depot in line with the approved concept plan, as Stage 1 of the Replacement and Upgrade of Shire Depot facilities.

Year	Description	Funding Source			
		Municipal	Loan	Other	Total
24-25	Construct Administration Office	485,000	1,300,000		1,785,000

5. As required under Section 6.20 part (2) of the Local Government Act 1995, gives one month's local public notice of the proposal to construct a new Administration Office at the Shire Depot to be funded in part by a loan of up to \$1.3 million from Western Australian Treasury Corporation.
6. Requests approval from the Western Australian Treasury Corporation for a loan of \$1.3 million for the purpose of constructing an Administration Office at the Shire Depot, Lot 1308 Les Woodhead Avenue, Bridgetown, with the term of the loan being 20 years.

7. Authorises the Chief Executive Officer and Shire President to sign and affix the Shire's Common Seal to the loan agreement with WA Treasury Corporation.
8. Upon written approval of the requested loan of \$1.3 million, advertises the tender for the construction of the Shire Depot Administration Office.
9. Receives a further report and Business Case that assesses the viability and justification for the proposed Shire Workshop building.

(Absolute Majority Required)

Amendment Moved Cr Mahoney, Seconded Cr Fletcher
That the numbering be amended from item numbers 3 to 9 to the correct numbering from item numbers 1 to 9.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

Moved Cr Fletcher, Seconded Cr Boyle
That Council:

1. Supports the funding and staging proposal for the Replacement and Upgrade of Shire Depot facilities as detailed in Option 2 of this report with the inclusion of an additional loan contingency amount of \$100,000.
2. Approves the following funding arrangement for the construction of an Administration Office at the Shire Depot in line with the approved concept plan, as Stage 1 of the Replacement and Upgrade of Shire Depot facilities.

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4. Requests approval from the Western Australian Treasury Corporation for a loan of \$1.3 million for the purpose of constructing an Administration Office at the Shire Depot, Lot 1308 Les Woodhead Avenue, Bridgetown, with the term of the loan being 20 years.
5. Authorises the Chief Executive Officer and Shire President to sign and affix the Shire's Common Seal to the loan agreement with WA Treasury Corporation.

6. Upon written approval of the requested loan of \$1.3 million, advertises the tender for the construction of the Shire Depot Administration Office.
7. Receives a further report and Business Case that assesses the viability and justification for the proposed Shire Workshop building.

(Absolute Majority Required)

**Council Decision Moved Cr Mahoney, Seconded Cr Mountford
C.21/0224 That Council invoke clause 18.1 of the Standing Orders at 7.30pm
to allow for informal discussion.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Cr Mahoney – Questioned whether the referenced rates increase that would accompany the interest would be automatically approved if the motion was supported.

Morgan Gillham, Principal Project Manager - Unless there were other savings made elsewhere within the organisation, I would suggest that would be the case.

Cr Mahoney – Requested confirmation that Council was not approving the rates increase tonight of 3.12%, and that it was just an indication of what the rates would have to go up by.

Morgan Gillham, Principal Project Manager – Confirmed that this is the case.

Cr Lansdell – Questioned whether there are penalties for paying loans outright if the Shire then does not need to use that money.

Morgan Gillham, Principal Project Manager - We can apply for the loan and be granted the loan. If we don't enact on that, then there's no penalty at all. If we draw on it, then we're accepting the loan, and we must use it.

Cr Lansdell – Questioned whether we must take the 20-year term.

Pat Quinlivan, Project Officer - Based on our discussion with WA Treasury Corporation was that we could have a loan approved to do the project. If Council elected not to draw down that loan because other funding became available, then there will be no penalties, as far as not drawing down the loan. Once we accept the loan and draw down the loan, then we're committed to getting those funds.

The option is to delay the project and see how things land with the possibility of some external funding or to proceed to have this Council resolution in the books. We can hold off from making application for the loan until we know what the options are with external funding. The downside of that is that the project gets delayed.

Cr Lansdell – Again questioned whether we are locked into the 20-year term (the previous answer was unclear) if we draw down on the loan.

Pat Quinlivan, Project Officer - There's two ways that a local government can raise a loan, and one is by approving it as part of your annual budget. Include the loan in your budget and when the budget is passed, you proceed with the loan application. The other way to do it is what we're proposing tonight.

Cr Mahoney – Stated that a 3.2% rates increase is significant for our rates payers, given that it will be in addition to the annual increase, not instead of. Are officers able to confirm that loans are not required for any other additional purpose?

CEO Response – Not at this stage. Unfortunately, the Shire has a lot of assets that require significant money. Even if you're just considering our heritage buildings, the two heritage houses, the CRC building and the police museum all need a lot of work.

Cr Boyle left the room at 7:44pm

Cr Boyle returned to the room at 7:46pm

Cr Fletcher - The motion has come forward, but also preface to the motion was the information from the Shire President and the CEO gained at a recent dinner. From a government perspective, for us to impose a 3.1% rate increase on people in hard times will be hard if we have to resort to a loan.

Cr Pearce - Suggested something a little more conservative in terms of a building to reduce costs.

CEO Response – The building is as conservative as it can be. As it stands, there is little room for projected growth. The building is already at capacity for the people intending to move into it.

Council Decision Moved Cr Mahoney, Seconded Cr Lansdell

C.21/0224a That application of clause 18.1 of the Standing Orders ceases at 7.52pm.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Council Decision Moved Cr Mahoney, Cr Fletcher

C.21/0224b That the item Replacement and Upgrade of Shire Depot Facilities be deferred and brought back to a future Council meeting as soon as possible.

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

Councillors moved back to Agenda Item C.20/1224 – January Financial Activity Statements and List of Accounts Paid in January 2024. On page 21 of the monthly financial report, note eight, fixed asset acquisitions. There is the first item, plant and equipment governance director, corporate services vehicle, \$128,000. Is that correct?

CEO Response – The \$128,000 is the purchase of the CEO's car, the replacement pool car, and the purchase of a new vehicle for the Principal Project Manager. Accounts will change the wording of that document to reflect that.

ITEM NO.	C.22/0224	FILE REF.	860
SUBJECT	Standardised Acknowledgement of Country		
PROPONENT	Cultural Inclusion Advisory Committee		
OFFICER	Manager Community Services		
DATE OF REPORT	December 2023		

OFFICER RECOMMENDATION:

That Council;

1. *Adopt the revised Acknowledgement of Country, which includes the socio-linguistic names Kaneang, Wadandi and Pibelmen as written below:*

Acknowledgement of Country – Meetings and formal events/functions

'We acknowledge the cultural custodians of the land on which we gather, the Kaneang, Pibelmen and Wadandi people. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps.

Acknowledgement of Country – Emails and Communications

'We acknowledge the cultural custodians of the land, the Kaneang, Pibelmen and Wadandi. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps.

2. *The revised Acknowledgement of Country is to be used by shire staff as an email signature, at formal meetings and functions and offered to the community, groups, private residents and the business community for functions and formal occasions*
3. *Install the revised Acknowledgement of Country as a visual Acknowledgement of Country to be included on the main glass entrance doors of the Bridgetown Leisure Centre and the Bridgetown Library and the glass door of the customer*

support area of the administration building, reporting back to Council for design and installation method approval.

Summary/Purpose

These recommendations seek to correct the Shire's Acknowledgement of Country and ensure Council includes all the socio-linguistic groups connected to the country contained within the Shire boundaries. The officer recommendations are in alignment with the recommendation received from Karri Karrak Cultural Advice Committee on how we can most appropriately word the Acknowledgement of Country for this shire.

Background

As a way of providing some historical background and context the small summary of Tindale's work has been included;

Ethnologist Norman Tindale (1974) who built upon the work of Bates identified 13 'tribal groups' based on socio-linguistic boundaries and minor dialect differences who inhabited an area to the west of a line drawn roughly from Jurien Bay in the north to Esperance in the Southeast. Tindale's (1974) research identified three language groups occupying the upper Blackwood Area at Bridgetown. One of these groups was Kaneang, who was reported to occupy the upper Blackwood area and east to a line joining Katanning, Cranbrook, and Tenterden; at Kojonup, Collie, Qualeup, Donnybrook, Greenbushes, Bridgetown. The group south of the Blackwood River were identified as Pibelmen and occupied an area on the Lower Blackwood River; chiefly between the hills in country between the Blackwood and Warren Rivers; East of the Gardener River and Brooke Inlet; along Scott River inland to Manjimup and Bridgetown Tindale 1974; 255). The third group north of the blackwood River towards the coast to the west was identified as Wadandi. Tindale (1974:259). Tindale describes the Wadandi territory as "From Bunbury to Cape Leeuwin, chiefly along the coast at Geographe Bay in the vicinity of Nannup and Busselton." Report of an Aboriginal Heritage Survey for the Proposed Blackwood River Foreshore, Development in Bridgetown, Western Australia" B Goode, Louise Huxtable, S Johnston December 2017.

In November 2021 (C.17/1121) Council establish a Bridgetown-Greenbushes Cultural Inclusion Advisory Committee for the two-year term expiring 21 October 2023, and endorsed the Instrument of Appointment & Delegation for the Bridgetown-Greenbushes Cultural Inclusion Advisory Committee.

In March 2022 (C20/0322) Council in part approved that the;

1. Shire provide a standard Acknowledgement of Country to be offered for use within the shire by community groups, private and business functions with Local Aboriginal Elder Sandra Hill and report back to Council.

In September 2022 Council (c.13/0922) decided in part to:

1. Revoke Policy M.37 Acknowledgment of Country
2. Adopt the Acknowledgement of Country as recommended by the Cultural Inclusion Advisory Committee to be used by the Shire as an email signature, at formal meetings and functions and offered for use to community groups, private

residents and the business community for functions and formal occasions as written below:

a. Acknowledgement of Country – Meetings and formal events/functions

‘We acknowledge the cultural custodians of the land on which we gather, the Pibulmun-Wadandi people. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps’

b. Acknowledgement of Country – Emails and Communications

‘We acknowledge the cultural custodians of the land, the Pibulmun-Wadandi people. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps’

In late November 2023 the CEO was contacted by an officer from the South West Land and Sea Council to inform the shire that the Acknowledgement of Country was not reflective of the language groups that should be included in the Acknowledgement of Country for this shire

Officers then contacted Brad Goode, an Anthropologist that undertakes anthropological Aboriginal Heritage Surveys throughout the south west, to discuss the best way to navigate the issue without offending any specific socio-linguistic group or creating disagreement.

Officers then made contact with the CEO of the Karri Karrak Aboriginal Corporation to request advice from the Cultural Advisory Committee. The Karri Karrak committee recommended that Council should include all three groups in all acknowledgements to Country, as per the current officer recommendations.

There are different spellings of Pibelmen depending on the organization, Traditional Powner or anthropologist written the name of the socio-linguistic group. In the communications with Karri Karrak the names of the language group has been spelt Pibelmen and the officer recommendation is in alignment with that spelling.

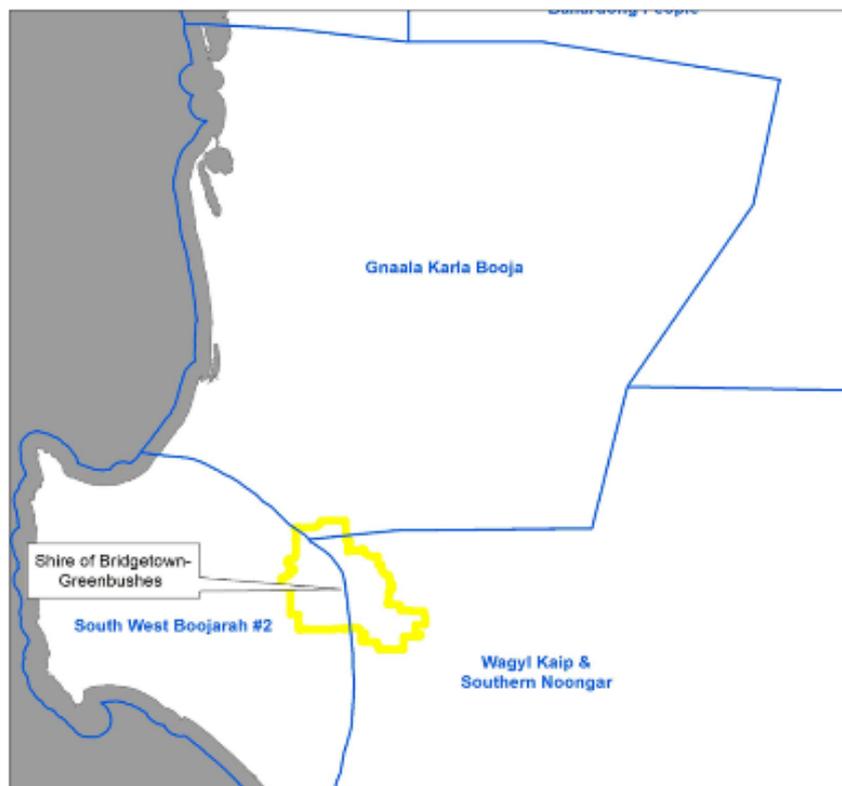
Officer Comment

In 2021 the State of Western Australia and the South West Aboriginal Land and Sea Council (SWALSC) executed an Indigenous Land Use Agreement (ILUA), recognising the full and final settlement of Native Title. The SWALSC set up 6 regional Aboriginal Corporations to administer benefits of the Native Title Settlement, including heritage under the NSHA. For the Bridgetown Shire you have Karri Karrak, Gnaala Karla Booja and the Wagyl Kaip Southern Noongar Aboriginal Corporations.

Resulting from the settlement of native title in the South West, the SWALSC and the state developed the Noongar Standard Heritage Agreement (NSHA). This agreement governs the conduct of heritage survey in the region. The agreement sets survey terms, types, and processes and moves the agreement area from dependence to self-

determination of Noongar people by giving the six Noongar regional corporations the tools and rights to take control of their own cultural heritage and govern who consults on Aboriginal heritage and how.

The 3 Aboriginal Corporations specifically overseeing Aboriginal cultural heritage within the Shire are - Karri Karrak, Gnaala Karla Booja and Wagyl Kaip Aboriginal Corporations. The Corporations have been developed to become the lead agencies in on all Aboriginal cultural concerns.



During discussions with the CEO of Karri Karrak(South West Boojarah) it was clearly stated that the corporations would take full responsibility for all advice provided and direction/recommendations given regarding Aboriginal Culture, Heritage, Surveys, Interpretation, stories and truth-telling . Until recently all three corporations have been working through their organisational and operational structure and governance, however the Cultural Advisory Committees (CAC) are starting to provide services and advice to external stakeholders.

Once fully operational and depending on the topic and the location of the cultural or heritage concern Council may be required to seek advice from one or all three corporations. Forwarding requests to each CAC will also incur a fee for service once the fee schedule is completed and implemented.

Statutory Environment

- Aboriginal Heritage Act 1972
- Equal Opportunity

Integrated Planning

- Strategic Community Plan
 - Outcome 1 A growing community that is diverse, welcoming and inclusive

- Objective 1.4 Grow recognition and respect for all cultures
- Outcome 8 Local history, heritage and character is valued and preserved
- Objective 8.1 Identify, preserve and showcase significant local history and heritage

➤ Corporate Business Plan

- Action 1.4.1 provide a reconciliation action plan
- Action 1.4.2 facilitate the collection and sharing of information and stories about local culture and history including NAIDOC Week and Harmony Week
- Action 8.1.4 partner with the Historical Society to improve promotion of local history and heritage

- Long Term Financial Plan – Nil
- Asset Management Plans – Nil
- Workforce Plan – Nil
- Other Integrated Planning - Nil

Policy Implications - Nil

Budget Implications - Nil

Whole of Life Accounting - Nil

Risk Management

The current recommendations address the following Risk Management Priority area identified according to Policy RM 1 – Risk Management is Reputational (External).

Reputational Risk (External)– the reputational risk is High and is relevant to all three recommendations given the likelihood that community and other members of the socio-linguistic groups located in the Southwest have already gained knowledge of the oversight. Use of Council’s revised Acknowledgement to Country mitigates this reputational risk.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements –Simple Majority

Moved Cr Lansdell, Seconded Cr Christensen
That Council;

1. Adopt the revised Acknowledgement of Country, which includes the socio-linguistic names Kaneang, Wadandi and Pibelmen as written below:

Acknowledgement of Country – Meetings and formal events/functions

‘We acknowledge the cultural custodians of the land on which we gather, the Kaneang, Pibelmen and Wadandi people. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps.

Acknowledgement of Country – Emails and Communications

‘We acknowledge the cultural custodians of the land, the Kaneang, Pibelmen and Wadandi. We acknowledge and support their continuing connection to the land, waterways and community. We pay our respects to members of the Aboriginal communities and their culture; and to Elders past and present, their descendants still with us today, and those who will follow in their footsteps.

2. The revised Acknowledgement of Country is to be used by shire staff as an email signature, at formal meetings and functions and offered to the community, groups, private residents and the business community for functions and formal occasions
3. Install the revised Acknowledgement of Country as a visual Acknowledgement of Country to be included on the main glass entrance doors of the Bridgetown Leisure Centre and the Bridgetown Library and the glass door of the customer support area of the administration building, reporting back to Council for design and installation method approval.

Cr Redman – As a member of the Cultural Inclusion Advisory Committee, stated that it was important that the Acknowledgement of Country is fit for purpose and reflective of the current and historical situation of indigenous people in the place where we live. Advised of intending to vote against this motion because it was not formally

endorsed by the Cultural Inclusion Advisory Committee. The proponent is listed as the Cultural Inclusion Advisory Committee, but claimed this wording was not passed by the Committee.

Executive Manager, Community & Economic Development – Advised that the wording has already been adopted by Council through the Cultural Inclusion Advisory Committee previously last year. The intent was not to change the Acknowledgement but to include the Kanyang in our current Acknowledgement. The matter was discussed at the Cultural Inclusion Advisory Committee.

Cr Redman – It wasn't minuted either in the Committee Meeting minutes.

**Council Decision Moved Cr Redman, Seconded Cr Mahoney
C.22/0224a That Council invoke clause 18.1 of the Standing Orders at 7.57pm
to allow for informal discussion.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

There was discussion on the current Acknowledgement of Country, whether the original wording of the Acknowledgement of Country was based on one local representative of one linguistic group or whether this person had conferred with other Aboriginal individuals and groups, whether the wording from the Karri Karrak Corporation had been considered and whether all three Corporations had been consulted.

Executive Manager, Community & Economic Development – Confirmed that extensive consultation had taken place with Aboriginal stakeholders prior to Council adopting the acknowledgement last year.

Clarity was requested on whether the proponent of this item was the Cultural Inclusion Advisory Committee or not, and advice was that there was not a Minuted Committee paper recommending the motion to Council.

Executive Manager, Community & Economic Development – Stated that the Committee had discussed the matter. The Committee did not provide a formal recommendation to Council (because Council adopted the Acknowledgement formally last year). Karri Karrak is comfortable for the Shire to include the use of the three language groups in our Acknowledgement. (other than including Kanyang. Gnaala Karla Booja and the Wagyl Kaip Southern Noongar Aboriginal Corporations were approached but did not provide feedback in writing.

Cr Boyle left the room at 8:06pm

A unanimous decision was made by all Councillors to:

- Take the issue back to the Cultural Inclusion Committee for response; and
- Obtain in writing the advice of all three Corporations.

CEO Response – Reminded the room that Council already has a formal, adopted Acknowledgment of Country. The purpose of this agenda item was to include one excluded group in that existing Acknowledgment of Country, not to rewrite

the Acknowledgement. If Council was to write a new Acknowledgement of Country, a whole new process would need to commence.

Cr Lansdell – Recognised that:

- Executive Manager, Community & Economic Development organised the Brad Goode workshop, which was incredibly valuable.
- Reiterated that there was no negative feedback from any of the Committee Members on our proposed inclusion of all three names in the Acknowledgement.

**Council Decision Moved Cr Fletcher, Seconded Cr Pratico
C.22/0224b That application of clause 18.1 of the Standing Orders ceases at
8.13pm.**

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

**Council Decision Moved Cr Redman, Seconded Cr Fletcher
C.22/0224c That the item Standardised Acknowledgement of Country be
deferred until a future Council meeting.**

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.23/0224	FILE REF.	
SUBJECT	Waiving of Fees – Jigsaw Gallery – Bridgetown-Greenbushes Heritage Festival 2024		
OFFICER	Manager Visitor Servicing		
DATE OF REPORT	21st February 2024		

OFFICER RECOMMENDATION

That Council waive fees of \$5 adults, \$3 children and \$12 family to the Jigsaw Gallery, as published in the 2023/2024 Shire of Bridgetown-Greenbushes fees and charges, on Saturday 13 April 2024 from 10am to 2pm for an Open Day event as part of the Bridgetown-Greenbushes Heritage Festival

Summary/Purpose

This recommendation seeks to support the Bridgetown Heritage Festival by offering audience members the opportunity to access the Jigsaw Gallery free of charge during the Open Day for the Heritage Festival, on Saturday 13 April 2024 from 10 am until 2 pm.

Background

In April 2023, the first Bridgetown-Greenbushes Heritage Festival took place from Monday 17th April – Sunday 23rd April. This was a successful program of events that offered activities to locals and visitors during the second week of the school holidays. Feedback from attendees and community groups regarding the inaugural event was positive and supported its continuation and expansion.

Council decided in January 2023 to support the inaugural Heritage festival by endorsing the Jigsaw Gallery Open Day and waiving fees (C.08/0123). The Jigsaw Gallery Open Day was held on Saturday 22nd April 2023 as part of the Heritage Festival and received 175 people through the Jigsaw Gallery and Visitor Centre.

The Jigsaw Gallery currently has an entrance fee of \$5 adults, \$3 children and \$12 family as published in the 2023/2024 Shire of Bridgetown-Greenbushes fees and charges.

Saturday 13th April was chosen for the Open Day as it is the second week of the school holidays and does not clash with other events happening in the Bridgetown-Greenbushes area. The Blackwood River Arts trail will take place in the first week (1-7 April) of the school holidays.

Officer Comment

Bridgetown was granted Historic Town status by the National Trust in 2000 and is the only town in the southwest to be granted this title. Globally, heritage tourism has become one of the largest and fastest growing tourism sectors, with the United Nations World Tourism Organisation estimating that more than 50% of tourists worldwide are now motivated by a desire to experience a country's culture and heritage. Gains from heritage tourism are amplified throughout the global economy with economic, social, and environmental benefits generally much larger than direct spending levels. Research indicates that visitors to heritage-based activities are more likely to seek high value experiences and deliver a higher spend than nature-based activities. Heritage tourism activities contribute to longer stays, as well as attracting new visitor markets to regional Australia.

The Bridgetown-Greenbushes Heritage Festival 2024 will take place during the second week of the school holidays, from Monday 8th April through to Sunday 14th April. The theme for 2024 is "Connections". We encourage the community to celebrate the rich and diverse stories of our area, strengthen cultural and historical ties and forge new bonds. We celebrate our link to people, places and the past, and the enduring connections that will shape the future of heritage.

The Jigsaw Gallery has strong heritage themes and has been identified as a venue to be included for the Bridgetown Greenbushes Heritage Festival 2024, to encourage visitation to Bridgetown and to raise awareness in the community about the gallery. To this end the Open Day event will encourage locals and visitors to attend the Visitor Centre and Jigsaw Gallery to learn more about the services available at the Visitor Centre and the events and activities on offer in Bridgetown and Greenbushes. The Open Day will also provide an opportunity to showcase the new Descendants Collection that has recently been included for display in the gallery. The Open Day hours will be from 10am to 2pm.

Data will be collected of people attending the events to track where visitors are travelling from. It is hoped that this will be a yearly schedule of heritage events to feature in heritage listed Bridgetown. In 2025, the festival will expand to be branded under the Southern Forests and Valleys tourism brand and grant funding and organisation will start in June 2024.

If the Visitor Centre has moved to the new building before this date, the BGTA are aware they will be forfeiting entry fees into the space. No date has been given for the new Visitor Centre opening on the date of writing this report.

On an average Saturday the Jigsaw Gallery can be expected to receive an income of approximately \$23. At the Jigsaw Gallery Open Day in 2023 175 participants enjoyed the Visitor Centre and Jigsaw Gallery, if these patrons were to pay, Council could expect income of between \$300 and \$600 depending on the category of the participants (Adult, Child, Family). However, Council may not see the vast increase in participation if the fee was not waived. The estimated impact on the Jigsaw Gallery income has been estimated at \$23. This figure was derived as an average daily income for the Jigsaw Gallery, taken across the April 2023 School Holidays.

Statutory Environment

2023/24 Fees & Charges – Shire of Bridgetown-Greenbushes

Integrated Planning

- Strategic Community Plan
 - Outcome 8 Local History, heritage and character is valued and preserved
 - Objective 8.1 Identify, preserve and showcase significant local history and heritage.
 - Outcome 12 Bridgetown Greenbushes is regarded to be a major tourist destination
 - Objective 12.3 Develop and promote festivals, events and trails that showcase the areas natural assets and core competencies.
- Corporate Business Plan - Nil
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning

Policy/Strategic Implications

Budget Implications

There are minor budget implications with an average loss of income for Jigsaw Gallery being calculated as \$23, based on takings in the 2023 April School Holidays.

Whole of Life Accounting

Risk Management

The current recommendations address the following Risk Management Priority area identified according to Policy RM 1 – Risk Management is Financial, less than \$500.

The financial risk is low. In April 2023 across Saturday trading outside of the Open Day, the Jigsaw Gallery averaged entry takings of \$23. The average visitation to the Visitor Centre over the same Saturdays was 29 people through the door, with visitation increasing to 175 on the open day, due to the free entry. The loss of the entry fees is outweighed by the increased exposure to the products and service of the Visitor Centre, so the financial risk is minimal.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Simple Majority

Council Decision Moved Cr Fletcher, Seconded Cr Pratico

C.23/0224 *That Council waives fees of \$5 adults, \$3 children and \$12 family to the Jigsaw Gallery, as published in the 2023/2024 Shire of Bridgetown-Greenbushes fees and charges, on Saturday 13 April 2024 from 10am to 2pm for an Open Day event as part of the Bridgetown-Greenbushes Heritage Festival.*

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.24/0224	FILE REF.	
SUBJECT	Bridgetown Leisure Centre Assets Upgrades		
OFFICER	Coordinator Bridgetown Leisure Centre		
DATE OF REPORT	19/02/2024		

OFFICER RECOMMENDATION

That Council:

1. *Approve the replacement of the Bridgetown Leisure Centre (BLC) Court Scoreboards at a cost of \$36,940 (excl GST)*
2. *Approve the replacement of the Swimming pool and Mezzanine Sound Systems for Group Fitness Classes and Community Events at a cost of \$17792 (excl GST)*

3. *Transfer the sum of \$47,202 (\$36,940 + \$10,262) from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre Programs RE22 Dry Area Programs to cover the cost of purchasing and install new scoreboards and the Mezzanine Sound System.*
4. *Transfer the sum of \$7530 from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre Programs RE23 Wet Area Programs to cover the cost of purchasing a new swimming pool sound system.*
5. *Note that in approving recommendation 1-4 the budget amendment will increase the 'materials and contracts' allocation for*
 - *Account RE22 (Dry area programs) from \$8,900 to \$56102*
 - *Account RE23 (Wet Areas Programs) from \$500 to \$8030*
 - *Decrease the Recreation Centre Floor & Solar Reserve by \$54,732 from \$260,892 to \$206,160.*

Summary/Purpose

These recommendations seek to meet the needs of the community and community sporting groups by replace the existing broken scoreboard and scoring control system and the broken sound systems with new, technically contemporary, and user-friendly equipment for pool side and indoor fitness classes.

Background

The score boards have been compromised for the last 3 months and fully dysfunctional for the last month. This has been an ongoing problem for the Basketball and Netball Associations, with the scoring systems failing during games and competitions, impacting on their ability to conduct their competitions effectively.

The current scoreboard system is also not user-friendly, making it difficult to change timing parameters for game time, breaks, and time outs or set up for tournaments, creating undue time delays during games and increasing stress on players and staff.

The current sound system in the Mezzanine is not fit for purpose, continuing to fail during classes. As a result, the fitness instructors must raise their voices to instruct classes. Having instructors continue in this manner is not sustainable for the fitness instructors and does not provide good service delivery to class participants.

Fitness Instructors are also having to provide their own portable sound systems from home to play music for classes as the current sound system, when operating, does not allow for music and voice to be broadcast simultaneously. This impacts the private fitness instructors that hire the facility to run their own classes. This has been an ongoing problem for several years with only one working sound system in the whole facility and now this sound system is very unpredictable when operating for classes.

The programs and community user groups are constantly growing at the BLC and with this added pressure are being placed on BLC assets. The following assets are in dire need of replacing:

Officer Comment

The BLC Coordinator has worked closely with the user groups and fitness instructors (internal and external) to try and mitigate the impacts of the facility functioning with equipment that is not fit for purpose, inadequate or broken, however, as the BLC

attracts an increased number of participants, members and external venue hires the importance of offering equipment that is fit for purpose, user friendly and functional becomes a priority.

Failure to replace the scoreboards may also result in Basketball WA and Netball WA not being able to host major events at the Bridgetown Leisure Centre. Each year these major events draw about 500 to 600 visitors to the shire which will lead to lost revenue for the Shire and local businesses in the town.

Statutory Environment

Section 6.8 of the Local Government Act requires an absolute majority decision for expenditure not included in the annual budget.

Integrated Planning

- Strategic Community Plan
 - Outcome 2 Good Health and community wellbeing
 - Objective 2.2 Provide quality sport, leisure and recreation services
 - Objective 2.4 Build community capacity by supporting community organisations and volunteers

- Corporate Business Plan
 - Outcome 2 Good health and community wellbeing
 - Objective 2.2 Provide quality sport, leisure and recreation services.
 - Action 2.2.4 Provide and expanded range of activities at Bridgetown Leisure Centre.

- Long Term Financial Plan - Nil

- Asset Management Plans - Nil

- Workforce Plan - Nil

- Other Integrated Planning - Nil

Policy Implications

N/A

Budget Implications

The total cost of replacing Scoreboards and Group Fitness Sound Systems at the BLC is \$54,732. If Council endorse the officer recommendations the 2023-24 budget will reflect the transfer of funds from the Recreation Centre Floor & Solar Reserve of \$54,732 to Account RE22 (Dry area Programs) with budget allocations for materials and contracts increasing from \$8,900 to \$56,102.54 and Account RE23 (Wet area Programs) budget allocation for materials and contracts increasing from \$500 to \$8030.25.

Whole of Life Accounting

The principles of Whole of Life Accounting are met by providing updated assets that will enable whole of life cycle accounting considerations to be assessed thus allowing for capital and maintenance costs to be identified during planning and implementation.

Risk Management

The current recommendations address the following Risk Management Priority area identified according to Policy RM 1 – Financial, Reputational External and Internal.

Financial Risk – the financial risk is High given the potential for loss of user groups, larger regional competitions, facility hire and community participants if the facility does not have available and in use, equipment that is functional and fit for purpose.

Reputational Risk (External)– the reputational risk is High due to the raised awareness of the issues caused by the dysfunctional/broken equipment and community frustration at not receiving reasonable and expected service provision in relation to facility use.

Reputations Risk (Internal) – the reputational risk is high given the stress felt by staff associated with trying to explain to community why the equipment does not work and attempting to mitigate any negative impacts on customer experience, resulting in low staff confidence and morale.

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements – Absolute Majority

Moved Cr Christensen, Seconded Cr Practico
That Council:

1. Approve the replacement of the Bridgetown Leisure Centre (BLC) Court Scoreboards at a cost of \$36,940 (excl GST)
2. Approve the replacement of the Swimming pool and Mezzanine Sound Systems for Group Fitness Classes and Community Events at a cost of \$17792 (excl GST)
3. Transfer the sum of \$47,202 (\$36,940 + \$10,262) from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre Programs RE22

Dry Area Programs to cover the cost of purchasing and install new scoreboards and the Mezzanine Sound System.

4. Transfer the sum of \$7530 from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre Programs RE23 Wet Area Programs to cover the cost of purchasing a new swimming pool sound system.
5. Note that in approving recommendation 1-4 the budget amendment will increase the 'materials and contracts' allocation for
 - Account RE22 (Dry area programs) from \$8,900 to \$56102
 - Account RE23 (Wet Areas Programs) from \$500 to \$8030
 - Decrease the Recreation Centre Floor & Solar Reserve by \$54,732 from \$260,892 to \$206,160.

Amendment Cr Christensen, Seconded Cr Practico

3. RE22 Dry Area Program be removed, and GL Code 1346640.11 be added in its place.
5.
 - RE22 Dry Area Programs from \$8,900 to \$56102 be removed, and GL Code 1346640.11 increases from \$20,000 to \$74,732 be added in its place.
 - Account RE23 (Wet Area Programs) from \$500 to \$8030 be removed entirely.
 - Decrease the Recreation Centre Floor & Solar Reserve by \$54,732 from \$260,892 to \$206,160 be removed entirely.

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Practico and Redman.
Against: Nil

The amendment was incorporated into the substantive motion and was put.

**Council Decision Moved Cr Christensen, Seconded Cr Practico
C.24/0224 That Council:**

- 1. Approve the replacement of the Bridgetown Leisure Centre (BLC) Court Scoreboards at a cost of \$36,940 (excl GST)**
- 2. Approve the replacement of the Swimming pool and Mezzanine Sound Systems for Group Fitness Classes and Community Events at a cost of \$17792 (excl GST)**
- 3. Transfer the sum of \$47,202 (\$36,940 + \$10,262) from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre GL Code 1346640.11 to cover the cost of purchasing and install new scoreboards and the Mezzanine Sound System.**
- 4. Transfer the sum of \$7530 from the Recreation Centre Floor & Solar Reserve (\$260,892) to Bridgetown Leisure Centre Programs RE23 Wet Area Programs to cover the cost of purchasing a new swimming pool sound system.**
- 5. Note that in approving recommendation 1-4 the budget amendment will increase the 'materials and contracts' allocation for**

- **Account GL Code 1346640.11 increases from \$20,000 to \$74,732.00**

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

Cr Lansdell - Are we compromising any works that need to be done in those areas by relocating this money?

Executive Manager - Community & Economic Development - Currently we have \$57,000 in the reserve.

That reserve has not been added to for several years. These works are essential to the operations of the facility, both wet and dry. We have staff members yelling at the aquatics classes rather than using the microphone, bringing their own equipment and our bigger user groups - basketball and netball cannot keep hand scoring. We can't have big competitions anymore.

ITEM NO.	C.25/0224	FILE REF.	123
SUBJECT	Repeal Policies CS 1 – Library – Personal Use of Computer, CS 2 – Library Membership and CS 3 – Library Loans		
OFFICER	Manager Community Services		
DATE OF REPORT	February 2024		

Attachment 42 CS 1 – Library – Personal Use of Computer

Attachment 43 CS 2 – Library Membership

Attachment 44 CS 3 – Library Loans

OFFICER RECOMMENDATION

That Council repeal the CS 1 – Library – Personal Use of Computer as shown in Attachment 42, CS 2 – Library Membership as shown in Attachment 43 and CS 3 – Library Loans as shown in Attachment 44.

Summary/Purpose

This recommendation seeks to repeal the three policies (above) relating to the Library given the operational nature of the subject matter which they contain and the more appropriate and effective way to cover this content through internal administrative processes.

Background

Council adopted the CS 1 – Library – Personal Use of Computer in October 2002, CS 2 – Library Membership in November 2017 and CS 3 – Library Loans in November 2017.

Repealing these policies will allow more flexibility in service provision and can be more effectively implemented through administrative methods including procedures,

operating guidelines on terms and conditions of membership form and educating patrons through staff engagement and promoting guidelines that govern library use.

Officer Comment

The information included in the terms of Library computer use by patrons, Library membership and loans, are essentially guidelines for patrons and the administrative procedures for Library staff, rather than internal Council policy. The information contained within the policies can be easily, and more effectively captured and implemented as procedures and operational guidelines to be promoted at the library so that patrons understand their responsibilities and Library staff can continue to administer these elements of everyday Library operations.

The day-to-day administration of library loans and memberships, including enrolment, renewal, and record-keeping, are already managed by library staff who are well-equipped to handle these tasks efficiently. Removing formal policy requirements can provide administrators with the flexibility to adapt membership and library loan procedures and management to meet changing needs and circumstances promptly through the CEO rather than formally through Council.

The requirements and responsibilities of patrons using the Library will continue to evolve in response to changing community demographics, technological advancements, and service offerings. An example of this was seen last year with the change in state library funding and the response of the consortia to fill the gap in service delivery. Permitting Library staff to react quickly to these changes and develop procedures to optimize service delivery, allows flexibility and responsiveness in real-time and enables the library to better meet the diverse needs and expectations of its patrons.

While administrative management of library memberships loans and computer use provides a level of autonomy, it is crucial to implement the procedures and develop monitoring mechanisms to ensure accountability, transparency, and compliance with relevant regulations. Regular reporting and evaluation of membership-related practices can help maintain high standards of service delivery.

Statutory Environment

s.2.7(2)(b) Local Government Act 1995 – The Council is to determine the local government's policies

Integrated Planning

- Strategic Community Plan
 - Outcome 13 – Proactive, visionary leaders who respond to community needs.
 - Objective 15 – A well informed and engaged community.
- Corporate Business Plan - Nil
- Long Term Financial Plan - Nil
- Asset Management Plans - Nil
- Workforce Plan - Nil
- Other Integrated Planning - Nil

Policy/Strategic Implications - Nil

Budget Implications - Nil

Whole of Life Accounting - Nil
Risk Management - Nil

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements –Simple Majority

Council Decision Moved Cr Redman, Seconded Cr Fletcher

C.25/0224 That Council repeal the CS 1 – Library – Personal Use of Computer as shown in Attachment 42, CS 2 – Library Membership as shown in Attachment 43 and CS 3 – Library Loans as shown in Attachment 44.

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.
Against: Nil

ITEM NO.	C.26/0224	FILE REF.	
SUBJECT	Update on Works & Services Programme		
OFFICER	Manager Infrastructure & Works		
DATE OF REPORT	22/02/2024		

OFFICER RECOMMENDATION

That Council note the current status of the Works & Services programme for the month of February 2024.

Summary/Purpose

To provide a monthly Infrastructure & Works project status report to Council.

PROJECT UPDATES

Construction:

Eedle Terrace

The sealing of approximately 250m on Eedle Terrace was completed in February. Due to an unexpected pavement fault on the sealing day, a small section adjacent to the road to a property boundary was not able to be completed. This will be completed at a later date. Overall project cost is still expected to be within budget.

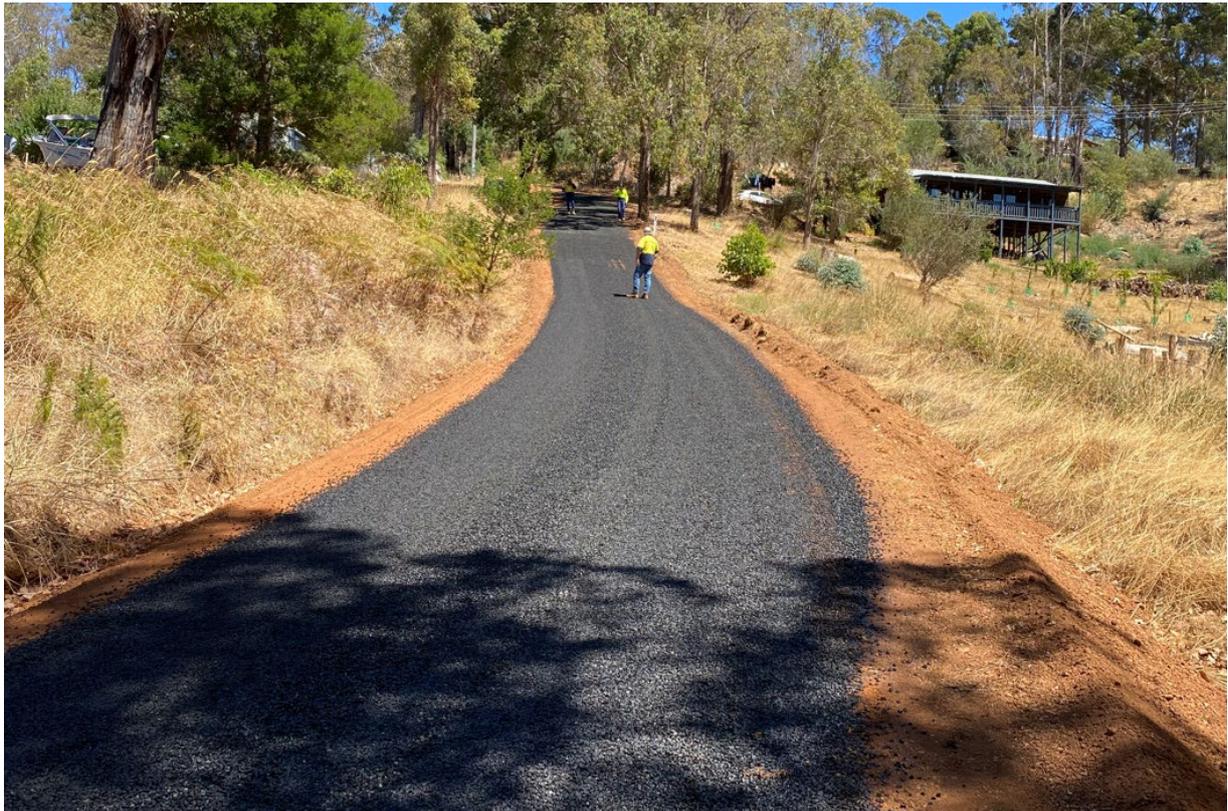
Job	Description	Budget	Forecast	YTD Actual	Order Value	Total Actual	Variance
RC01	Eedle Terrace	\$40,000.00	\$20,635.17	\$15,322.25	\$(1,230.00)	\$34,727.42	\$5,272.58



Geegelup View

The sealing of approximately 100m at the end of Geegelup View was completed in February. The site is extremely steep and was difficult for machinery to access. The result at the top end of the road is less than ideal and will require some hand applied patching in the near future. Despite the rough finish, the project goal of improving property access has been achieved. Current financial figures show the project is over budget however the final contractor sealing cost will depend on actual materials used.

Job	Description	Budget	Forecast	YTD Actual	Order Value	Total Actual	Variance
RC65	Geegelup View	\$15,000.00	\$3,437.82	\$16,230.24	\$1,230.00	\$20,898.06	\$(5,898.06)



Maintenance:

Grading – Maintenance grading of Carburnup Brook Road and Polina Road complete. Maintenance grading continuing along Elwins road and gravel school bus routes. Currently only one grader is in operation due to staffing issues. One of our Parks crew (experienced grader operator) is temporarily carrying out grader road maintenance and basic construction works when required. Due to our reduced capacity we are prioritising school bus routes and capital works which means not all roads in particular areas are being graded at the moment.

Parks & Gardens – Several Total Fire Bans during the months of January and February saw a reduction in mowing, however, have managed to have parks back up to 99% completed. Time during TFB was allocated to general park clean-ups, retic repairs, electric pruning and watering. The Shire assisted the Water Corp during recent town water supply issues by turning off the lawn reticulation at our sites for extended periods. While not ideal during a heatwave, the impact on the lawns was minimal and temporary.

Winter plantings are currently being planned. Since many garden beds in the Bridgetown and Greenbushes CBD require hand watering, we are looking at native species to allow for more sustainable gardens and a reduction in water use.

The Leisure Centre underwent a garden revamp with new plantings, mulching and repairs to retic. The Bridgetown Sportsground has been top-dressed following completion of the reticulation and drainage works. General spot spraying of weeds is in progress around the towns.

Trees – A contractor has been busy around the Shire undertaking extensive powerline pruning works. The work is ongoing however the bulk of the scope has been

completed. Some trees in Hester have been completely removed by another contractor after they were identified as very high risk.

Storms – Various cleanup works are still planned from the last storm. Some non-urgent verge cleanups are being done and Elphick-Fleeton Rd requires some work to reinstate impacted drainage infrastructure.

Job	Description	Budget	Forecast	YTD Actual	Order Value	Total Actual	Variance
ZA09	Storm Damage Roads Built Up Areas	\$51,779.00	\$57,175.87	\$-	\$-	\$57,175.87	\$(5,396.87)
ZA10	Storm Damage Roads Outside Sealed	\$64,384.00	\$20,242.13	\$-	\$-	\$20,242.13	\$44,141.87
ZA11	Storm Damage Roads Outside Unsealed	\$66,395.00	\$32,976.01	\$-	\$-	\$32,976.01	\$33,418.99

Bridges – Main Roads WA have recently completed a scheduled detailed inspection of bridge 3332 on Old Bridgetown Road. This inspection has identified some emergency works that need to be undertaken. Quotes are currently being sought so the cost is not yet known. Being a very small bridge it is expected the cost will be manageable.

Job	Description	Budget	Forecast	YTD Actual	Order Value	Total Actual	Variance
BM01	General Bridge Maintenance	\$106,757.00	\$76,353.58	\$4,790.00	\$-	\$81,143.58	\$25,613.42

Plant:

Sweeper – The new street sweeper has been put to work around town and is having an impact. Despite the increased performance compared to the old sweeper, it's been slow going due to all the material on the footpaths from the hot weather.



Light Vehicles – Two utilites were sold by public auction in February with both achieving sale prices well above reserve. Sales are yet to be completed so are not present in the financials.

Statutory Environment
Local Government Act 1995

Integrated Planning

➤ Strategic Community Plan

Outcome 6 A sustainable, low-waste, circular economy.

Objective 6.1 Provide sustainable, cost effective waste management infrastructure and services

Outcome 9 Safe, Affordable and efficient movement of people and vehicles.

Objective 9.1 Improve road safety and connectivity.

- Corporate Business Plan
- Long Term Financial Plan
- Asset Management Plans
- Workforce Plan
- Other Integrated Planning

Policy/Strategic Implications – not applicable

Budget Implications – none

Whole of Life Accounting – not applicable

Risk Management – not applicable

Measures of Likelihood			
Rating	Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Voting Requirements - Simple Majority

Council Decision Moved Cr Christensen, Seconded Cr Pratico C.26/0224 That Council note the current status of the Works & Services programme for the month of February 2024.

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

Shire President – Congratulated Steele Alexander and the Infrastructure team for their work.

Cr Pearce – Questioned the overspending of \$5,800 on Geegelup View and whether this was compliant with the Purchasing Policy.

CEO Response – Taken that on notice.

After the fact – Steele Alexander advised that The \$5,800 overspend on Geegelup View included a Materials & Contracts component of \$1,230. In accordance with policy, a Budget Variance Notification was completed to account for this amount.

Receival of Minutes from Management Committees

Urgent Business Approved by Decision

Responses to Elected Member Questions Taken on Notice

Elected Members Questions With Notice

Notice of Motions for Consideration at the Next Meeting

Matters Behind Closed Doors (Confidential Items)

In accordance with Section 5.23(2) of the Local Government Act the CEO has recommended Item C.27/0224 be considered behind closed doors as the subject matter relates to the following matters prescribed by Section 5.23(2):

- (b) The personal affairs of any person

In accordance with Clause 4.2 of the Standing Orders Local Law, the contents of this item 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.

**Council Decision Moved Cr Mahoney, Seconded Cr Pearce
C.27/0224 That Council go behind closed doors to consider Items C.27/0224,
C.28/0224 and C.29/0224 at 8.20pm.**

Carried 8/0

For: Crs Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Cr Boyle returned to the meeting at 8:21pm

ITEM NO.	C.27/0224	FILE REF.	
SUBJECT	Employment of Executive Manager Corporate Services		
OFFICER	Chief Executive Officer		
DATE OF REPORT	26 February 2024		

**Council Decision Moved Cr Fletcher, Seconded Cr Christensen
C.27/0224a That Council approve the employment of Senior Employee –
Executive Manager, Corporate Services, Santosh Pande.**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

In accordance with Section 5.23(2) of the Local Government Act the CEO has recommended Item C.28/0224 be considered behind closed doors as the subject matter relates to the following matters prescribed by Section 5.23(2):

- (b) The personal affairs of any person

In accordance with Clause 4.2 of the Standing Orders Local Law, the contents of this item 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.28/0224	FILE REF.	
SUBJECT	Appointment of new member to the Cultural Inclusion Advisory Committee		
PROPONENT	Cultural Inclusion Advisory committee		
OFFICER	Manager Community Services		
DATE OF REPORT	February 2024		

**Council Decision Moved Cr Christensen, Seconded Cr Pratico
C.28/0224 That Council endorse the appointment of Mary Elgar as the
Historical Society representative on Council's Cultural Inclusion
Advisory Committee**

Carried 9/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pearce, Pratico and Redman.

Against: Nil

In accordance with Section 5.23(2) of the Local Government Act the CEO has recommended Item C.29/0224 be considered behind closed doors as the subject matter relates to the following matters prescribed by Section 5.23(2):

(b) The personal affairs of any person

In accordance with Clause 4.2 of the Standing Orders Local Law, the contents of this item 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.29/0224	FILE REF.	
SUBJECT	RFT 01–23/24 Bush Fire Brigade Appliance Servicing and Repairs		
PROPONENT	Shire of Bridgetown-Greenbushes		
OFFICER	Community Emergency Services Manager		
DATE OF REPORT	19 February 2024		

Name	Cr Lyndon Pearce
Type of Interest	Impartiality
Item No.	C.29/0224 RFT 01 – 23/24 Bush Fire Brigade Appliance Servicing and Repairs
Nature of Interest	I am a member of the Bush Fire Brigade

Cr Pearce left the room at 8.27pm

**Council Decision Moved Cr Pratico, Seconded Cr Fletcher
C.29/0224 That Council;**

- 1. For tender RFT 01-23/24, accepts the tender submitted by Infield Servicing Pty Ltd for Bush Fire Brigade Appliance Servicing and Repairs.**
- 2. Authorises the Chief Executive Officer to sign the Goods and/or Services Contract Conditions between the Shire of Bridgetown-Greenbushes and Infield Servicing Pty Ltd for Bush Fire Brigade Appliance Servicing and Repairs for a three-year contract term commencing on 1 March 2024 and concluding on 28 February 2027.**

Carried 8/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pratico and Redman.
Against: Nil

**Council Decision Moved Cr Pratico, Seconded Cr Fletcher
C.29/0224a That Council come out from behind closed doors at 8.28pm.**

Carried 8/0

For: Crs Boyle, Christensen, Fletcher, Lansdell, Mahoney, Mountford, Pratico and Redman.

At 8.38pm Council opened the doors to the meeting. It is noted that no members of the public returned to the meeting.

Cr Pearce did not return to the meeting prior to the closure of the meeting.

Closure

The Presiding Member closed the meeting at 8.29pm.

List of Attachments

Attachment	Item No.	Details
1	C.01/0224	Ordinary Council Minutes – 14 December 2023
2	C.02/0224	Ordinary Council Minutes – 25 January 2024
3	C.03/0224	Policy G 1 – Policy Manual
4	C.03/0224	Policy G 4 – Meetings of Council
5	C.03/0224	Policy G 5 – Elected Members – Presentations on Retirement.
6	C.03/0224	Policy G 9 – Public Attendance at Meetings – Agendas
7	C.03/0224	Policy G 15 – Provision of Information for Councillors
8	C.03/0224	Policy G 19 – Council Photographs
9	C.03/0224	Policy G 20 – Audio Recording of Meetings
10	C.03/0224	Policy G 21 – Advertising of Annual General Meeting of Electors
11	C.03/0224	Policy CM 1 – Decision Making
12	C.04/0224	G 11 Organisation Structure Policy
13	C.04/0224	R 2 Timber Royalties Policy
14	C.04/0224	G 7 Civic Receptions – Approvals/Rejections of Requests Policy
15	C.04/0224	RC 1 Art Acquisitions Policy
16	C.04/0224	CS 8 Swimming Pool Entry Age Policy
17	C.04/0224	G 8 Meetings of Council – Distribution and Release of Minutes Policy
18	C.04/0224	CR 5 Bereavement Notices Policy
19	C.04/0224	P 11 Staff Housing Policy
20	C.04/0224	P 10 Private Telephones Policy
21	C.05/0224	PR 1 – Functions in Shire Reserves or Parks Policy
22	C.06/0224	Draft Amended Policy CM 2 – Electoral Caretaker Period.

23	C.06/0224	Current Policy CM 2 – Electoral Caretaker Period.
24	C.07/0224	Risk Management Framework 2024
25	C.08/0224	Draft amended Policy RM 1 - Risk Management
26	C.08/0224	Current Policy RM 1 - Risk Management
27	C.09/0224	Adopted Delegations Register - Council to CEO 2024-25
28	C.10/0224	Draft amended Policy G 2 – Council Member Continuing Professional Development.
29	C.10/0224	Current Policy G 2 – Councillor Training/Conferences and Continuing Professional Development.
30	C.10/0224	Policy P 8 – Conferences/Fact Finding Tours
31	C.11/0224	Draft amended Policy LS 1 – Legal Representation For Elected Members and Employees
32	C.11/0224	Current Policy LS 1 – Legal Representation – Costs Indemnification
33	C.12/0224	Draft amended Policy P 15 – Accrual of Annual Leave
34	C.12/0224	Current Policy P 15 – Accrual of Annual Leave
35	C.13/0224	Draft amended P 5 - Equal Opportunity Employment Policy
36	C.13/0224	Current P 5 - Equal Opportunity Employment Policy
37	C.16/0224	2023 Compliance Audit Return
38	C.17/0224	January 2024 Partnering for the Future 2023 Report
39	C.18/0224	Agenda Item C.03/0124 – Talison Partnering the Future – Budget Amendment
40	C.20/0224	January 2024 – Financial Activity Statement
41	C.20/0224	January 2024 – List of Accounts
42	C.25/0224	CS 1 – Library – Personal Use of Computer
43	C.25/0224	CS 2 – Library Membership
44	C.25/0224	CS 3 – Library Loans

Minute Papers prepared and recommended by L Taramoeroa, Executive Assistant



DATE 12 March 2023

Minute Papers authorised by N Gibbs, CEO



DATE 12 March 2023

RM 1 – Risk Management

1 Objectives

The objectives of this policy are to:

- Promote a culture of risk awareness and active management of risks;
- Protect the Shire by systematically identifying risks and managing them appropriately;
- Ensure Council is provided with reliable information to support decision-making and planning;
- Reduce the potential costs of risk; and
- Assign responsibilities for managing risks.

2 Scope

This policy applies to all risk management activities undertaken by Councillors and Workers.

3 Definitions

3.1 Risk

AS 31000:2018 defines Risk as:

Effect of uncertainty on objectives.

Note 1: An effect is a deviation from the expected – positive or negative.

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, organisation-wide, project, product or process).

Note 3: Risk is usually expressed in terms of risk sources, potential events, their consequences and their likelihood.

3.2 Risk Management

AS 31000:2018 defines Risk Management as:

Coordinated activities to direct and control an organisation with regard to risk.

3.3 Significant

A Measure of Consequence rating of Major or Catastrophic as defined in Appendix A of this policy.

3.4 Substantial

Means a strong possibility, as contrasted with a remote or even a significant possibility, that a particular result may occur or that a particular circumstance may exist.

3.5 Worker]

A part-time or full-time employee, casual employee, contractor, subcontractor, self-employed person, outworker, apprentice or trainee, work experience student, employee of a labour hire company placed with a 'host employer' and volunteers.

4 Policy

The Shire is committed to developing and implementing a Risk Management Framework in accordance with the risk management standard AS ISO 31000:2018, which will include systems to identify, treat, monitor, review and report risks across all of its operations.

4.1 Roles and Responsibilities

Council

- (a) Council is responsible for reviewing and approving the Risk Management Policy, Framework, and risk tolerance levels;
- (b) Considering risk management issues in reports to Council; and
- (c) Considering recommendations from the Audit Committee in relation to the adequacy of the Shire's systems and processes for managing risk.

Audit committee

The Audit Committee is responsible for the oversight of the Shire's approach to risk management and assessing the adequacy of the Shire's systems and processes for managing risk.

Chief Executive Officer

The Chief Executive Officer is responsible for:

- (a) The implementation of Council's Risk Management Policy;
- (b) Ensuring the development, implementation and review of the Shire's Risk Management Framework;
- (c) Communicating to Workers the Shire's commitment to developing, implementing and managing an effective Risk Management Framework;
- (d) Ultimately determining if levels of residual risk are acceptable;
- (e) Ensuring reports prepared for Council include appropriate information in relation to risk to enable informed decision making; and
- (f) Undertaking reviews of the Shire's systems and processes for managing risk and reporting the outcome of those reviews to the Audit Committee.

Executive Leadership

Executive Leadership create an environment where managing risk is accepted as the personal responsibility of each member of the organisation and integrated with planning and operational processes.

Business Areas

Each Business Area is accountable for the management of risks within their area of responsibility in ways that are consistent with the Risk Management Framework and Procedures.

Workers

All workers are accountable for managing risk within their area of responsibility in accordance with the Risk Management Framework and Procedures.

4.2 Risk Appetite

The level of risk that is acceptable to the Shire will be assessed and determined on a case by case basis, however the Shire will maintain a conservative approach to risk.

In line with its conservative attitude to risk, the Shire will not accept risks that carry a major or catastrophic residual risk of any of the following events or circumstances occurring:

- (a) A significant negative affect on the Shire's financial sustainability;
- (b) An interruption to essential services that extends for more than one week;
- (c) Substantial public embarrassment;
- (d) Compromised health, safety or welfare of Workers, Councillors, or members of the community;
- (e) Damage to relationships with stakeholders;
- (f) A significant breach of legislative requirements and/or successful litigation against the Shire; and
- (g) Cause significant and irreparable damage to the environment.

4.3 Quantified Risk Assessment and Acceptance Criteria

The Shire's Risk Assessment and Acceptance criteria (Appendix A) has been developed to align with its conservative risk appetite. All organisational risks are to be assessed against these criteria to allow consistency and informed decision making.

4.4 Recording and Reporting

The Shire will ensure all risk management activities are accurately recorded and traceable. Results of the monitoring and review processes will be reported as appropriate through external and internal avenues including, but not limited to, quarterly reports to the Audit Committee. Reports will be used to assess and review the effectiveness of the risk management framework and identify specific areas of need.

5 Applicable Legislation and Documents

Statutory Power <i>(Acts, Regulations, Local Laws, TPS)</i>	<i>Local Government Act 1995</i> s.2.7(2)(b) – The council is to determine the local government's policies s.5.41 – Functions of CEO <i>Work Health and Safety Act 2020</i> <i>Local Government (Audit) Regulations 1996</i> r.17 - CEO to review certain systems and procedures
Shire Policies	FM 4 – Purchasing
Related Documents	ISO 31000:2018
Related Procedure	N/A

6 Administration

Original Adoption Date	17 December 2015
Last Variation Date	
Last Reviewed	26 November 2020
Scheduled Reviewed Date	17 April 2023

Appendix A – Risk Assessment and Acceptance Criteria

Measures of Consequence								
Rating	Health	Financial Impact	Service Interruption	Compliance	Reputational		Property	Environment
					External	Internal		
Insignificant	Negligible injuries	Less than \$5,000	No material service interruption	No noticeable regulatory or statutory impact	Unsubstantiated, low impact, low profile or 'no news' item, no social media attention	Isolated incidents of short term decline in individual staff morale/confidence	Inconsequential or no damage.	Contained, reversible impact managed by on site response
Minor	First aid injuries	\$5,001 – \$20,000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non compliances	Substantiated, low impact, low news item, limited social media attention (e.g Limited to local news / limited social media impact)	Short term decline in staff confidence/morale	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate	Loss time injuries < 5 days	\$20,001 - \$50,000	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Short term noncompliance but with significant regulatory requirements imposed	Substantiated, public embarrassment, moderate impact, moderate news profile, requires social media response and monitoring (e.g State News story)	Decline in staff confidence/morale, or unauthorised absences	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major	Loss time injuries >= 5 days	\$50,001 - \$500,000	Prolonged interruption of services – additional resources; performance affected < 1 month	Non-compliance results in termination of services or imposed penalties	Substantiated, public embarrassment, high impact, high news profile, third party actions, requires immediate and ongoing social media response and monitoring (e.g National News – lead story single occurrence)	Long term decline in staff confidence or morale, occasional unauthorised staff absences or threat of strike	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies
Catastrophic	Fatality, permanent disability	More than \$500,000	Indeterminate prolonged interruption of services – non-performance > 1 month	Non-compliance results in litigation, criminal charges or significant damages or penalties	Substantiated, public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions, requires substantial social media resourcing for long term response and monitoring. (e.g International / National News – lead story, multiple days)	Sudden or unexpected loss of personnel due to strikes, excessive unauthorised staff absences	Extensive damage requiring prolonged period of restitution Complete loss of plant, equipment & building	Uncontained, irreversible impact

Measures of Likelihood			
Description	Detailed Description	Frequency	Probability
Almost Certain	The event is expected to occur in most circumstances	More than once per year	> 90% chance of occurring
Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring
Unlikely	The event could occur at some time	At least once in 10	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Risk Acceptance Criteria			
Risk Rank	Description	Criteria	Responsibility
LOW	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Operational Manager
MODERATE	Monitor	Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Operational Manager
HIGH	Urgent Attention Required	Risk acceptable with effective controls, managed by senior management / executive and subject to monthly monitoring	Shire Management Team/CEO
EXTREME	Unacceptable	Risk only acceptable with effective controls and all treatment plans to be explored and implemented where possible, managed by highest level of authority and subject to continuous monitoring	CEO/Council

Existing Controls Ratings		
Rating	Foreseeable	Description
Effective	There is <u>little</u> scope for improvement.	Processes (Controls) operating as intended and aligned to Policies/Procedures Subject to ongoing monitoring. Reviewed and tested regularly.
Adequate	There is <u>some</u> scope for improvement	<ol style="list-style-type: none"> 1. Processes (Controls) generally operating as intended, however inadequacies exist. 2. Nil or limited monitoring. 3. Reviewed and tested, but not regularly.
Inadequate	There is a <u>need</u> for improvement or action.	<ol style="list-style-type: none"> 1. Processes (Controls) not operating as intended. 2. Processes (Controls) do not exist, or are not being complied with. 3. Have not been reviewed or tested for some time.

DRAFT

RM 1 – Risk Management

1 Objectives

The Shire of Bridgetown-Greenbushes Risk Management Policy documents the commitment and objectives regarding managing uncertainty that may impact the Shire’s strategies, goals or objectives.

2 Definitions

Definitions (from AS/NZS ISO 31000:2009)

2.1 Risk

Effect of uncertainty on objectives.

Note 1: An effect is a deviation from the expected – positive or negative.

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, organisation-wide, project, product or process).

2.2 Risk Management

Coordinated activities to direct and control an organisation with regard to risk.

2.3 Risk Management Process

Systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, and identifying, analysing, evaluating, treating, monitoring and reviewing risk

3 Policy

3.1 Risk Management Objectives

- Optimise the achievement of our vision, mission, strategies, goals and objectives.
- Provide transparent and formal oversight of the risk and control environment to enable effective decision making.
- Enhance risk versus return within our risk appetite.
- Embed appropriate and effective controls to mitigate risk.
- Achieve effective corporate governance and adherence to relevant statutory, regulatory and compliance obligations.
- Enhance organisational resilience.
- Identify and provide for the continuity of critical operations

3.2 Risk Appetite

The Shire quantified its risk appetite through the development and endorsement of the Shire’s Risk Assessment and Acceptance Criteria. The criteria are a component of, and are subject to ongoing review in conjunction with this policy.

All organisational risks to be reported at a corporate level are to be assessed according to the Shire’s Risk Assessment and Acceptance Criteria to allow consistency and informed decision making. For operational requirements such as projects or to satisfy external stakeholder requirements,

alternative risk assessment criteria may be utilised, however these cannot exceed the organisations appetite and are to be noted within the individual risk assessment.

3.3 Roles, Responsibilities & Accountabilities

The CEO is responsible for the allocation of roles, responsibilities and accountabilities. These are documented in the Risk Management Procedures Manual (Operational Document).

3.4 Monitor & Review

The Shire will implement and integrate a monitor and review process to report on the achievement of the Risk Management Objectives, the management of individual risks and the ongoing identification of issues and trends.

This policy will be kept under review by the Shire's Senior Management Group and its employees. It will be formally reviewed every two years.

4 Applicable Legislation and Documents

Act	<i>Local Government Act 1995</i> s.2.7(2)(b) – The council is to determine the local government's policies s.5.41 – Functions of CEO <i>Work Health and Safety Act 2020</i>
Regulation	r.17 <i>Local Government (Audit) Regulations 1996</i> – CEO to review certain systems and procedures
Local Law	N/A
Shire Policies	FM 4 – Purchasing Policy
Related Documents	AS/NZS ISO 31000:2009
Related Procedure	N/A

5 Administration

Original Adoption Date	17 December 2015
Last Reviewed	26 November 2020
Scheduled Reviewed Date	27 April 2023

Appendix A – Risk Assessment and Acceptance Criteria

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Minor	First aid injuries	\$501 – \$5000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non compliances	Substantiated, low impact, low news item, limited social media attention (e.g Limited to local news / limited social media impact)	Short term decline in staff confidence/morale	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate	Loss time injuries < 5 days	\$5001 - \$50,000	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Short term noncompliance but with significant regulatory requirements imposed	Substantiated, public embarrassment, moderate impact, moderate news profile, requires social media response and monitoring (e.g State News story)	Decline in staff confidence/morale, or unauthorised absences	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
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Likely	The event will probably occur in most circumstances	At least once per year	60% - 90% chance of occurring
Possible	The event should occur at some time	At least once in 3 years	40% - 60% chance of occurring

Unlikely	The event could occur at some time	At least once in 10 years	10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances	Less than once in 15 years	< 10% chance of occurring

Risk Matrix					
Consequence Likelihood	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Almost Certain	Moderate	High	High	Extreme	Extreme
Likely	Low	Moderate	High	High	Extreme
Possible	Low	Moderate	Moderate	High	High
Unlikely	Low	Low	Moderate	Moderate	High
Rare	Low	Low	Low	Low	Moderate

Risk Acceptance Criteria			
Risk Rank	Description	Criteria	Responsibility
LOW	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Operational Manager
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HIGH	Urgent Attention Required	Risk acceptable with effective controls, managed by senior management / executive and subject to monthly monitoring	Shire Management Team/CEO
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Existing Controls Ratings		
Rating	Foreseeable	Description
Effective	There is <u>little</u> scope for improvement.	Processes (Controls) operating as intended and aligned to Policies/Procedures Subject to ongoing monitoring. Reviewed and tested regularly.
Adequate	There is <u>some</u> scope for improvement	1. Processes (Controls) generally operating as intended, however inadequacies exist. 2. Nil or limited monitoring. 3. Reviewed and tested, but not regularly.
Inadequate	There is a <u>need</u> for improvement or action.	1. Processes (Controls) not operating as intended. 2. Processes (Controls) do not exist, or are not being complied with. 3. Have not been reviewed or tested for some time.

P 1 - BULLYING, HARASSMENT & DIVERSITY POLICY

1 Objectives

- (a) To ensure a physically and mentally healthy workplace, in compliance with the *Work Health & Safety Act 2020*, the *Local Government Officers (Western Australia) Award 2021*, the *Municipal Employees (Western Australia) Award 2021*, the *Western Australian Industrial Relations Commission State System*, the *Industrial Relations Act 1979*, the *Local Government (Rules of Conduct) Regulations 2007* and all other supporting industrial relations legislation.
- (b) To ensure workers are not exposed to bullying, harassment and/or discrimination in the workplace.
- (c) To ensure individuals and the organisation protect themselves from potential litigation and other regulatory action.

2 Policy

- (a) Shire of Bridgetown-Greenbushes (the Shire) has a zero-tolerance policy for bullying, harassment and/or discrimination in the workplace. No-one is exempt from this behaviour.
- (b) All Shire workers are responsible for ensuring that workers and customers are not exposed to bullying, harassment and/or discrimination in the workplace.
- (c) The Shire encourages all workers to take action to manage workplace bullying, harassment and/or discrimination and to report instances of these behaviours immediately.
- (d) All reports will be treated seriously and dealt with promptly, confidentially and impartially.
- (e) Persons proven to be engaging in bullying, harassment or discriminatory behaviour in the workplace will be subject to disciplinary action in accord with the Underperformance & Misconduct Policy & Procedures, the Employee Code of Conduct and the Council Code of Conduct.

3 Definitions

3.1 Bullying

Workplace bullying refers to an individual or a group of individuals repeatedly behaving unreasonably towards a worker or a group of workers of which the worker is a member, and that behaviour creates a risk to health and safety.

Repeated behaviour is defined as twice or more. However, **single incidents** resulting in a risk to health and safety and will not be tolerated.

Examples of workplace bullying behaviour includes:

- (a) Abusive, insulting, or offensive language or comments.
- (b) Unjustified criticism or complaints.
- (c) Aggressive and intimidating conduct.
- (d) Belittling or humiliating comments.
- (e) Victimization, practical jokes, or initiation.

- (f) Deliberately excluding someone from workplace activities.
- (g) Withholding information that is vital to effective work performance.
- (h) Setting unreasonable timelines or constantly changing deadlines.
- (i) Setting tasks that are unreasonably below or beyond a person's position description.
- (j) Denying access to information, supervision, consultation, or resources to the detriment of an employee.
- (k) Spreading misinformation or malicious rumours. Encouraging others to engage in unsubstituted or inappropriate comments behind someone's back.
- (l) Changing work arrangements, such as rosters and leave, to deliberately inconvenience a particular employee or employees.
- (m) Excessive scrutiny at work.

Examples of behaviour NOT classified as workplace bullying includes:

- (a) Conducting business or undertaking appropriate management action and making appropriate management decisions.
- (b) Making necessary decisions to respond to poor performance or (if necessary) taking disciplinary action.
- (c) Directing and controlling the way work is carried out.
- (d) Allocating work and providing fair and constructive feedback on a worker's performance.

3.2 Councillor

Councillors are members of an elected body that makes decisions on behalf of a local government through a formal meeting process. Generally, local government council members, who include the Mayor or President and Councillors, do not have any authority to act or make decisions as individuals.

3.3 Discrimination

Unlawful workplace discrimination occurs when an employer takes adverse action against a person who is an employee or prospective employee because of the following attributes of the person:

- (a) Race
- (b) Colour
- (c) Sex
- (d) Sexual orientation
- (e) Age
- (f) Physical or mental disability
- (g) Marital status
- (h) Family or carer's responsibilities
- (i) Pregnancy
- (j) Religion
- (k) Political opinion
- (l) National extraction or social origin

3.4 Diversity

Workplace diversity means individual differences across the workforce and the adoption of work practices to create an inclusive environment in which all diverse skills, perspectives and backgrounds are valued. Examples of differences include:

- (a) Gender
- (b) Age or life-stage
- (c) Language, ethnicity, or cultural background
- (d) Disability
- (e) Sexual orientation
- (f) Religious belief
- (g) Education
- (h) Socio-economic background
- (i) Personality
- (j) Geographic location
- (k) Marital status
- (l) Family or other carer responsibilities

3.5 Employee

An employee is a person that's hired to provide a service to a company either on a full-time, part-time or casual basis in exchange for payment. Also known as staff.

3.6 Harassment

Harassment is any uninvited or unwelcome behaviour that offends, humiliates, or intimidates another person, whether that effect is intended or not. This may occur as a single act, or as a series of incidents, persistent innuendoes, or threats. It can take many forms such as:

- (a) Silent or loud
- (b) Subtle or openly hostile
- (c) Private or public

Harassment may take the form of general bullying or be specifically aimed at people with particular or different characteristics. The latter type of harassment may amount to discrimination which is unlawful.

Sexual harassment generally includes any unwelcome conduct of a sexual nature which a reasonable person would find offensive, humiliating or intimidating. It may be physical, verbal or written. Certain conduct that may be tolerated socially could constitute sexual harassment in the workplace when it is unwelcome. At the same time, sexual harassment must not be confused with conduct that has the consent of all involved.

Examples of sexual harassment include:

- (a) The public display of pornography, including on the internet.
- (b) Continued use of jokes containing sexual innuendo.
- (c) Intrusive enquiries into another worker's private life, their sexuality or physical appearance.
- (d) Persistent requests from a colleague to go for a drink where such requests have been consistently declined.

- (e) Persistent staring or leering at a person or parts of their body.
- (f) Sexually offensive telephone calls.
- (g) Requests for, or expectations of, sexual activity under threat, or in exchange for favours or promises of preferential treatment.
- (h) Deliberate or unnecessary physical contact, such as patting, pinching, fondling, deliberate brushing up against another body, or attempts at kissing.
- (i) Public displays of nudity – commonly referred to as flashing.
- (j) Sexual violence at the most extreme, sexual assault and forced attempts of sexual intercourse.

3.7 Serious Misconduct

Serious misconduct is conduct that is willful or deliberate and that is inconsistent with the continuation of the employment contract. It is also conduct that causes serious and imminent risk to the health and safety of a person or to the reputation, viability or profitability of the employer's business.

Serious misconduct includes theft, fraud, assault, sexual harassment, intoxication at work and the refusal to carry out lawful and reasonable instructions consistent with the employment contract.

Where serious misconduct is alleged the test for a valid reason for dismissal does not change. The test remains whether the reason was 'sound, defensible or well founded'.

A valid reason for dismissal does not require conduct amounting to a repudiation of the contract of employment.

Where an employee has been dismissed without notice (summary dismissal) for serious misconduct the Commission may find that, although there was a valid reason for the dismissal, the dismissal was harsh because summary dismissal was a disproportionate response.

Serious misconduct dismissal requires only one instance of the damaging behaviour. Examples of serious misconduct behaviour include:

- (a) Bullying behaviour, as defined above (dependent on the outcome of the investigation).
- (b) Wanton disregard for the safety of others.
- (c) Deliberate acts of violence or hostility.
- (d) Fighting or assault on another person.
- (e) Malicious damage.
- (f) Financial defrauding of the organisation.
- (g) Significant or repeated levels of insubordination.
- (h) Falsification of documents.
- (i) Defaming or criticising the organisation or any member of the organisation or a tenant or client of the organisation on social media or through any other public platform.
- (j) Defaming or criticising the organisation to other organisations, including funding and regulatory bodies.

3.8 Repeated Behaviour

Repeated behaviour means the persistent nature of the behaviour and can refer to a range of behaviours over time. Under the State System, repeated behaviour means twice or more.

3.9 Underperformance

Behaviour by a worker considered unacceptable to the organisation but not as immediately harmful to the organisation as serious misconduct. The Shire will afford a worker every reasonable opportunity to reverse misconduct behaviour prior to consideration of termination of employment, cessation of contract or termination of a volunteer position.

Underperformance or poor performance is:

- (a) Unsatisfactory work performance, that is, a failure to perform the duties of the position or to perform them to the standard required.
- (b) Non-compliance with workplace policies, rules or procedures.
- (c) Unacceptable behaviour in the workplace.
- (d) Disruptive or negative behaviour that impacts on co-workers.
- (e) Continual absenteeism.
- (f) Inappropriate use of workplace facilities.
- (g) Unprofessional personal appearance.
- (h) Negligence.
- (i) Defaming or criticising the organisation to individual residents, clients, families, employees or other valued stakeholders.

Underperformance is different to misconduct. Misconduct is more serious in terms of action by the employee, impact on the organisation and consequence.

3.10 Unreasonable Behaviour

Behaviour that a reasonable person (having regard for the circumstances) would consider unreasonable. This includes behaviour that is victimizing, humiliating, intimidating or threatening.

3.11 Worker

A worker is any person who carries out work for a PCBU, including work as an employee, Councillor, outworker, apprentice or trainee, work experience student, placed with a 'host employer' and volunteers.

4 Accountabilities and Responsibilities

- (a) The Council is accountable for:
 - i. Ensuring the organisation has in place a lawful, transparent, and accountable policy framework, supported by a suite of compliant and appropriate policies and procedures.
 - ii. Endorsing (or not) each organisational policy document in a timely and effective manner.
 - iii. Delegating implementation of each policy document to the CEO.
- (b) The CEO is accountable for ensuring the development, implementation, monitoring and review of this policy document, in accord with governing legislation and Council directives.
- (c) The Executive Management Team and Managers is responsible for:
 - i. Ensuring that all employees under their direction comply with this policy document.
 - ii. Enacting process to redress non-compliance with this policy document.
- (d) All employees are individually responsible for complying with this policy document.

5 Procedures

Please refer to the procedures in the Grievance Resolution Policy, the Employee Code of Conduct and the Council Code of Conduct.

6 Training

Given the State and Commonwealth are actively prioritising eliminating bullying behaviour in the workplace and given that penalties for breaching the spectrum of newly established and relevant legislation have substantially increased, all workers will undergo bullying, harassment and diversity training.

7 Applicable Legislation and Documents

Act	<i>Local Government Act 1995</i> <i>Local Government Officers (Western Australia) Award 2021</i> <i>Municipal Employees (Western Australia) Award 2021</i> <i>National Employment Standards</i> <i>Work Health & Safety Act 2020</i> <i>Industrial Relations Act 1979</i> <i>Minimum Conditions of Employment Act 1993</i>
Regulation	
Local Law	N/A
Shire Policies	N/A
Related Documents	
Related Procedure	

8 Administration

Original Adoption Date	28 March 2024
Last Variation Date	
Last Reviewed	
Scheduled Reviewed Date	28 March 2027

P 1 – Anti-Discrimination, Sexual Harassment and Bullying Policy

1 Overview

The Shire strongly supports the concept that every employee, elected member and member of the public employed by or engaged in business with the Shire has a right to do so in an environment where every employee is treated equally, fairly and without prejudice, free from discrimination, sexual harassment and bullying. The Shire is committed to providing such an environment.

For the purposes of this policy the term “employee/s” will extend to cover contractors, volunteers and any person performing work for or with the Shire of Bridgetown- Greenbushes in any capacity.

2 Purpose

The purpose of this policy is to provide a definition and a framework of what constitutes discrimination, harassment or bullying in the workplace.

3 Policy

3.1 Unlawful Discrimination

An employee is directly discriminated against if they are treated less favourably than another person in the same or similar circumstance, because of any one of the grounds of discrimination outlined below. Indirect discrimination can occur where a practice or requirement is imposed upon all employees; however a high proportion of employees with an attribute cannot comply with, or are affected by, that practice or requirement.

The Shire acknowledges its responsibilities and obligations pursuant to State and Federal equal opportunity and anti-discrimination laws.

The following is a non-exhaustive list of the grounds of discrimination for which it is unlawful to discriminate against an individual:

- Age;
- Family responsibility or status;
- Race or colour;
- Sex including gender identity, sexual orientation and intersex status;
- Physical or mental disability;
- Marital status;
- Political or religious conviction;
- Pregnancy;
- Criminal record;
- Breastfeeding;
- Gender history;
- Impairment;
- National extraction or social origin; and
- Trade union activity

3.2 Sexual Harassment

The Equal Opportunity Act 1984 (WA) and the Sex Discrimination Act 1984 (Cth) provide that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated.

Some examples of sexual harassment include, but are not limited to:

- Physical contact (touching, rubbing, patting, embracing, brushing up against etc.);
- Gestures of a sexual nature;
- Leering or staring;
- Offensive telephone calls, emails, text messages or notes;
- Sexual suggestive jokes or comments;
- Tales of sexual exploits;
- Repeated requests for a date;
- Unwelcome comments or questions about a person's sex life, appearance or dress;
- Sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails,).

3.3 Bullying

Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety.

Unreasonable behaviour amounts to behaviour that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

Some examples of bullying include, but are not limited to:

- Loud, abusive or offensive language or comments;
- Yelling and screaming;
- Unjustified criticism and insults;
- Unjustified threats of dismissal or other disciplinary action;
- Acts of sabotaging another's work by withholding information which is required to fulfil tasks;
- Spreading malicious rumours or misinformation;
- Inappropriate comments about an employee's appearance, lifestyle or family;
- Deliberately excluding an employee from workplace meetings or activities;
- Hiding documents or equipment or withholding vital information required for effective work performance;
- Constantly changing targets or work guidelines;
- Overloading an employee with work and impossible deadlines;
- Setting tasks that are unreasonably below or beyond an employee's level of skill;
- Threats of assault or violence or actual violence;
- Teasing and practical jokes; and
- Isolating or ignoring an employee on a constant basis.

Where an employee makes a threat of violence or assaults another employee, the police should be called.

3.4 The Employer

The Shire recognises that discrimination, sexual harassment and bullying can undermine health, performance and self-esteem of individuals and has the potential to create a hostile and intimidating environment. The Shire is therefore committed to any action which ensures the absence of sexual harassment in the workplace including general training of the workforce and specific training for officers identified to deal with complaints, where required. Appropriate disciplinary action will be taken against any individual found to be engaging in such conduct.

The Shire will endeavour to ensure the work environment is conducive to encouraging employees to report discrimination, sexual harassment or workplace bullying.

Managers and supervisors must ensure employees who make complaints, or witness any inappropriate workplace behaviour are not victimised.

The Shire will ensure all workers are educated as to the nature, effects and possible consequences of unlawful discrimination.

The Shire of Bridgetown-Greenbushes will endeavour to:

- Provide all workplace participants with a workplace free from discrimination, sexual harassment and bullying;
- Provide and maintain safe systems of work;
- Provide a fair and effective procedure to investigate and resolve complaints of sexual harassment, discrimination and bullying;
- Treat all employees fairly; and
- Take suitable disciplinary action against any employee who is found to have sexually harassed, discriminated, bullied or victimised another employee.

3.5 Employees

Employees are required to:

- Report any incidents of sexual harassment, discrimination or bullying they may see happening around them to an appropriate manager or supervisor;
- Follow all Shire policies and procedures;
- Ensure they do not victimise any person making a complaint of sexual harassment, discrimination or bullying; and
- Treat all employees fairly and with respect.

3.6 Consequences of Breaching This Policy

Any breach of this policy, may result in disciplinary action up to and including termination of employment.

An employee whose health or work performance has been affected by sexual harassment or workplace bullying will not have their employment status or conditions disadvantaged in any way.

Council has grievance and investigation procedures to deal with discrimination, sexual harassment and bullying. Any reports will be treated seriously and investigated promptly, confidentially and impartially.

3.7 Complaints/Grievance Procedure

All complaints of discrimination, sexual harassment and bullying will be treated confidentially and resolved promptly.

Wherever possible the handling of complaints and resolution of such will be at the workplace where they occurred. Care will be taken throughout the investigation to ensure that neither the complainant nor the alleged harasser are victimised.

It is recognised that cases of sexual harassment may occur between supervisor and employee and as such, alternative methods of raising complaints are provided for by this procedure.

Procedure

- 1 A complaint of sexual harassment may be lodged with any of the following:
 - Immediate Supervisor/Manager (except where this person is the alleged harasser)
 - Departmental Manager (if applicable - except where this person is the alleged harasser)
 - Human Resources Officer (except where this person is the alleged harasser)
 - Chief Executive Officer (if the alleged harasser is a Departmental Manager or Shire President)
 - Shire President (only if the alleged harasser is the Chief Executive Officer or Councillor)
- 2 A person receiving a complaint of sexual harassment will:
 - Decide, in consultation with the complainant, whether the matter can be resolved at this level or whether it should be referred to a more senior level of management.
 - Assure the complainant that all details of the complaint will be treated confidentially and allow the person to decide on procedure.
 - Prepare a confidential report for the Chief Executive Officer on the nature of the complaint and ensure follow-up reports are provided until the matter is resolved.
 - Ensure no information regarding the complaint is discussed outside this procedure.
 - In a case where a union shop steward receives the complaint, the divisional manager and/or grievance officer is to be advised of the details of the complaint.
- 3 The person handling the complaint, whether it is the person who received the complaint or a more senior person, will, with the approval of the complainant:
 - As soon as possible, advise the alleged harasser of the nature of the complaint and provide an opportunity for that person to comment. Where appropriate the alleged harasser should be invited to discontinue any perceived unwelcome behaviour.
 - Advise the alleged harasser of the right to contact their Union for advice and representation.
 - Advise the alleged harasser that no disciplinary action will be taken without the person being given the opportunity to be heard.
 - Keep simple, brief notes of the facts of the interviews held with both the complainant and alleged harasser.
- 4 If it is not possible to resolve the complaint through simple mediation between the complainant and the alleged harasser:

- The matter will be independently investigated (by whom)? and where the complainant or the alleged harasser is a member of a Union, the Union will be party to the investigation.
 - All documentation relating to the complaint will remain confidential and will not be produced or made available for inspection, except on the order of a Court or a request from the Commissioner of Equal Opportunity.
- 5 During the period of the investigation of a case of serious sexual harassment:
- The investigation is to be conducted in a manner that is fair to all parties and all parties are to be given a fair and reasonable opportunity to put their case, to have witnesses in attendance and to respond to any proposed adverse findings that may be made against them.
 - If requested by either party or by management, alternative working arrangements or a change to work schedule may be made.
 - Any reasonable request by either party for legal or union representation shall not be denied.
- 6 If, following investigation and resolution, a complaint is judged to have been proven:
- Remedial action will be taken.
 - A record of the detail of the remedial action will remain on the employee’s personnel file for a period of 12 months, whereupon the record will be destroyed unless otherwise decided by the Chief Executive Officer.
- 7 If, following investigation, a complaint is judged to have been unproven:
- The complainant will be counselled and if it is considered that the complaint was made frivolously or maliciously, disciplinary action may be taken against the complainant.
 - Continued reference to a complaint and its aftermath could be considered as either a continuing or new incident of harassment.
- 8 While it is Council’s wish to attempt to deal with complaints of harassment internally, no employee will be penalised for bringing a complaint to any appropriate external statutory body unless that complaint is ultimately proven to be made frivolously or maliciously.

3.8 Breach of procedure – Consequences

Persons who commit acts of unlawful conduct, risk exposing both themselves and the Shire to claims for compensation by a person aggrieved by the conduct. If an independent investigation determines that the alleged harasser has acted inappropriately, the Shire reserves the right to seek compensation for losses related to reduced work and/or any other specifically itemised costs incurred by the Shire as a direct result of the incident.

Any breach of this policy may result in disciplinary action, including counselling, transfer, demotion and/or termination of employment.

4 Applicable Legislation and Documents

Act	s.2.7(2)(b) <i>Local Government Act 1995</i> – The council is to determine the local government’s policies
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	<p><i>Age Discrimination Act 2004 (Cth).</i></p> <p><i>Disability Discrimination Act 1992 (Cth).</i></p> <p><i>Racial Discrimination Act 1975(Cth) .</i></p> <p><i>Sex Discrimination Act 1984 (Cth)</i></p> <p><i>Sex Discrimination Act 1984 (Cth)</i></p> <p><i>Equal Opportunity Act 1984.</i></p> <p><i>Work Health and Safety Act 2020</i></p> <p><i>Equal Opportunity Act 1984</i></p> <p><i>Workplace Relations Act 1996</i></p>
Regulation	<i>Work Health and Safety (General) Regulations 2022</i>
Local Law	N/A
Shire Policies	<p>P 5 – Equal Opportunity Employment</p> <p>G 10 – Code of Conduct for Council Members, Committee Members and Candidates</p> <p>G 25 – Coe of Conduct Complaints Management</p> <p>IT 1 – Information Communication Technology use</p> <p>CUS 1 - Complaints</p>
Related Documents	<p>Code of Conduct for Employees</p> <p>Shire of Bridgetown-Greenbushes (Administration Staff) Employee Collective Agreement 2020</p>
Related Procedure	N/A

5 Administration

Original Adoption Date	17 December 1998
Last Reviewed	28 April 2022
Scheduled Reviewed Date	27 April 2023

P 9 – Responding to Emergency Services During Work Hours

1 Objectives

To provide for employees who are registered and trained emergency services volunteers to respond to emergency services incidents during employment hours, only when:

- The emergency incident is such that it poses a threat to the safety of life or property;
- There are insufficient numbers of emergency services personnel to respond effectively to the emergency incident; and/or
- There are no other emergency services personnel available to respond to the emergency incident.

2 Scope

This Policy applies to all employees who are registered members of a Bushfire Brigade, State Emergency Services Unit, Australian Red Cross or St John Ambulance.

3 Definitions

3.1 Emergency Incident

Any situation to which the emergency services organisation responds to deliver emergency services, including rescue, fire suppression, emergency medical care, special operations, law enforcement, and other forms of hazard control and mitigation.

3.2 Emergency Services

For the purposes of this Policy, emergency services include Volunteer Fire and Rescue Services Brigades (VFRS), Volunteer Bush Fire Brigades (BFB), Volunteer Fire and Emergency Services (VFES), Volunteer Marine Rescue Service (VMRS), State Emergency Service (SES) St John's Ambulance and Australian Red Cross.

3.3 Employee

A worker who performs work under the direction and control of their employers, work fixed hours and are paid for the work.

3.4 Worker

Any person who carries out work for a PCBU, including work as an employee, Councillor, contractor, subcontractor, self-employed person, outworker, apprentice or trainee, work experience student, employee of a labour hire company placed with a 'host employer' and volunteers.

4 Policy

Council supports employees who want to volunteer as registered members of an emergency service within the Shire.

Employees must seek permission before leaving work during work hours to attend an emergency. Only the Community Emergency Services Manager, Executive Managers and CEO have the authority

to approve the release of employees to attend emergency incidents. Permission will only be considered under the following conditions:

- The employee is a trained and registered member of an emergency service;
- The emergency incident is such that it poses a threat to the safety of life or property;
- There are insufficient numbers of emergency services personnel to respond effectively to the emergency incident; and/or
- There are no other emergency services personnel available to respond to the emergency incident.

The emergency services are those defined under LEMC (Local Emergency Management Committee) that are located in the Shire. Specifically, these are:

- Bridgetown VFRS
- St John Ambulance
- Bush Fire Brigades
- State Emergency Services
- Australian Red Cross

Employees attending emergencies will do so at their own risk. The Shire does not cover employees attending emergencies under the LGIS Workers Compensation arrangement.

Staff attending to assist emergency services must comply with Section 22.5 of the *Local Government Officers (WA) Award 2021*, and *Municipal Employees (Western Australia) Award 2021* that specifies that an employee must have 10 hours of rest period between the termination of his/her work and the start of his/her ordinary hours of work.

Should the emergency exceed the 10-hour rest period, the employee must take accrued leave to cover the required rest period.

5 Applicable Legislation and Documents

Statutory Power <i>(Acts, Regulations, Local Laws, TPS)</i>	s.2.7(2)(b) <i>Local Government Act 1995</i> – The council is to determine the local government’s policies
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6 Administration

Draft Date	6 March 2024
Original Adoption Date	Insert date
Last Variation Date	Insert date
Last Reviewed	Insert date
Scheduled Reviewed Date	6 March 2027

P 9 – Release of Staff to Assist Emergency Services

1 Policy

Council supports and recognises the need of volunteers as members of the emergency services within the Shire and adopts as policy the following:

The CEO or his nominated officer may authorise release of staff, who are trained and registered volunteers to assist the emergency services of which they are a current member, in an emergency situation.

The emergency services are those defined under LEMC (Local Emergency Management Committee) and are:

- Bridgetown VFRS
- St John Ambulance
- Bush Fire Brigades
- State Emergency Services
- Australian Red Cross

2 Applicable Legislation and Documents

Act	s.2.7(2)(b) <i>Local Government Act 1995</i> – The council is to determine the local government’s policies
Regulation	N/A
Local Law	N/A
Shire Policies	N/A
Related Documents	Strategic Community Plan 2021 - 2031
Related Procedure	N/A

3 Administration

Original Adoption Date	29 April 1999
Last Reviewed	28 April 2022
Scheduled Reviewed Date	27 April 2023

P 4 – Staff Appointments – Council Requirements

1 Policy

It is Council policy that all staff appointments be subject to:

- (a) Medical Examinations
 - 1 Prior to a formal offer of employment being made the preferred candidate for appointment to a position is required to obtain a medical certificate to a format determined by the Chief Executive Officer (CEO) including a basic hearing and eyesight assessment.
 - 2 If the Medical Certificate is deemed to be satisfactory by the CEO, the offer of employment can be confirmed.
 - 3 The costs of the medical examination is to be met by Council. The Doctor or Medical Practice to be used can be selected by the preferred candidate.
 - 4 A Shire supplied medical form must be used.
- (b) A position description is to be prepared for all permanent or part-time positions within the organisation and prior to any appointments being made to the position.
- (c) A three (3) months probationary period to apply to all appointments. The probationary period may be extended at the discretion of the CEO other than casuals.
- (d) The CEO is authorised to only appoint people to those jobs which are funded in the Budget at the time the Budget is adopted, without further reference to Council.
 - 1 Prior to employment, potential new employees are required to obtain a National Police Clearance (NPC) certificate.
 - 2 If the NPC is deemed to be satisfactory by the CEO, the offer of employment can be confirmed. The cost of obtaining the Police clearance to be met by Council.

2 Applicable Legislation and Documents

Act	<p><i>Local Government Act 1995</i></p> <p>s.2.7(2)(b) – The council is to determine the local government’s policies</p> <p>s.5.40 – Principles affecting employment by local governments</p> <p>s.5.41 – Functions of CEO</p> <p><i>Equal Opportunity Act 1984</i></p> <p><i>Work Health and Safety Act 2020</i></p>
Regulation	N/A
Local Law	N/A
Shire Policies	N/A
Related Documents	N/A
Related Procedure	N/A

3 Administration

Original Adoption Date	17 December 1998
Last Reviewed	27 February 2024
Scheduled Reviewed Date	27 February 2027

P12 – Injury Management & Rehabilitation

1 Objectives

To make provision for the injury management and rehabilitation of all workers who have sustained a compensable work-related illness, injury or disability.

2 Scope

This Policy applies to all Elected Members, staff, contractors, and volunteers.

3 Definitions

3.1 Elected Member

An elected member of the Council.

3.2 Worker

A part-time or full-time employee, casual employee, contractor, subcontractor, self-employed person, outworker, apprentice or trainee, work experience student, employee of a labour hire company placed with a 'host employer' and volunteers.

3.3 LGIS

Local Government Insurance Scheme

4 Policy

It is a policy of the employer:

- To treat all workers with dignity and respect.
- To guarantee that all information is treated with sensitivity and confidentiality.
- To return the injured worker to the fullest capacity for gainful employment of which they are capable.

With this in mind the 'Key Principles of Injury Management', as identified by WorkCover, will be adopted. They are:

1. Recognition that employers and injured workers are the primary stakeholders within the workers compensation system.
2. Maintenance in or a safe 'return to work' program is the expected outcome.
3. Medical practitioners and employers play a central decision-making role in the return to work of injured workers.
4. The focus of all services should be workplace based.
5. Early intervention and pro-active injury management is critical in achieving return to work goals.
6. When vocational rehabilitation is required, all parties are involved in a process that is transparent and requires joint decision-making.

To assist in the timely and effective injury management of employees, the employer has appointed an employee to the role of workplace injury management coordinator as part of their duties, to implement and monitor the injury management and rehabilitation procedures.

This appointment is in the knowledge that LGIS WorkCare Scheme employs a dedicated injury management professional to assist and guide this individual. Further to this, the Scheme's claim team leader, appointed to the employer, is available to discuss any issues related to the management of the worker's claim.

5 Procedure

The Western Australian workers' compensation and injury management scheme is based on a 'no-fault' principle. This means the worker does not have to establish that the Shire was at fault or negligent to make a claim. A worker is entitled to compensation if they suffered an injury or developed a disease at work and requires medical treatment or time off work as a result.

If a worker is injured, the following steps need to be undertaken to make a claim for workers' compensation.

1. Immediately seek first aid and report the injury via the Incident/Accident Form.
2. As soon as possible, the employee must see a doctor of their choice or the hospital and ask for a [First Certificate of Capacity](#).
3. A **Workers' Compensation Claim Form** must be filled out. The form is available through the Manager People & Culture or contact Work Cover on 1300 794 744.
4. The Certificate and Claim Form must be provided to the Shire.
5. The Shire has five working days to complete the employer section of the Claim Form and lodge both documents with LGIS. Penalties can apply for failing to lodge the claim within five working days.
6. LGIS will notify the employee within 14 days after receiving your claim form. The notification will indicate if the claim has been:

- **Accepted**

If the claim is accepted, the employee will receive weekly compensation payments (if the injury prevents the employee from working) and compensation for any reasonable expenses.

- **Disputed**

If the claim is disputed, no compensation will be paid and LGIS will advise of the reason. If the employee disagrees with LGIS' decision, the Shire can approach the insurer to re-assess the decision. If still unresolved, the employee may lodge an application with the [Workers' Compensation Conciliation Service](#).

- **Pended**

LGIS may put a claim on hold pending further information, and then has another 10 days to make a decision on the claim. If the claim is still undecided after the 10 days have passed, the claim is deemed to be in dispute. The Shire or the employee may approach LGIS to request a decision be made. If still unresolved, an application with the [Workers' Compensation Conciliation Service](#) may be lodged.

6 Rehabilitation

A 'Return to Work' program is an integral part of any injury management system. The Shire is required to develop a written 'Return to Work' program for an injured worker as soon as practicable when their treating doctor:

- advises in writing that a 'Return to Work' program should be established for your worker;
- signs a Certificate of Capacity indicating that the worker has partial capacity to return to work;
- signs a Certificate of Capacity indicating that the worker has total capacity to return to work, but for some reason is not able to return to the position held immediately prior to injury.

The Shire must take reasonable steps to ensure the actions listed in a 'Return to Work' program are undertaken in a timely manner.

7 Applicable Legislation and Documents

Statutory Power <i>(Acts, Regulations, Local Laws, TPS)</i>	<ul style="list-style-type: none"> • Work Health & Safety Act 2020 • Local Government Act 1995 • Work Cover Western Australia • Any applicable Awards.
Shire Policies	<ul style="list-style-type: none"> • Code of Conduct • Work Health & Safety Policy
Related Documents	<ul style="list-style-type: none"> • WHS Management Plan
Related Procedure	

8 Administration

Draft Date	11 March 2024
Original Adoption Date	Insert date
Last Variation Date	Insert date
Last Reviewed	Insert date
Scheduled Reviewed Date	11 March 2026

Ref:

LEASE

Lot 7800, Reserve 14889 South Western Highway, Yornup

SHIRE OF BRIDGETOWN-GREENBUSHES

ABN 33 987 205 639

("Lessor")

AND

W.A. BUSH FIRE MUSEUM AND HERITAGE GROUP INCORPORATED

ABN 67 984 734 676

("Lessee")

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THIS DEED is made 25 day of March 2024

BETWEEN

Shire of Bridgetown-Greenbushes of 1-3 Steere Street, Bridgetown, Western Australia
("Lessor")

AND

W.A. Bush Fire Museum and Heritage Group Incorporated
of 8/166 Hampton Street Bridgetown, Western Australia ("Lessee")

RECITALS:

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

THE PARTIES COVENANT AND AGREE:

1. **Definitions, Interpretation, Consents and Approvals**

1.1 Definitions

Unless stated otherwise:

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

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

but does not include any area which the Lessor from time to time specifies as being excluded from the Leased Premises for the purposes of this Lease.

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

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

"Conditions Precedent" means this conditions precedent set out in clause 2.2.

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

"CPI Rent Review Dates" means each CPI rent review date specified in item 12 of Schedule 1.

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

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

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

and the following are disregarded:

- (i) any default by the Lessee under this Lease;
- (j) any part of the Term which has expired;
- (k) any damage to the Premises or the building in which the Leased Premises are situated which the Lessor intends to repair;
- (l) the value of the Lessee's Fixtures and any goodwill created by the Lessee's use of the Leased Premises;
- (m) any concession, abatement, inducement or reduction (whether in respect of rent, fitout or otherwise) allowed, granted or paid to secure a tenant for the Leased Premises or which is usually allowed, granted or paid to secure a tenant of any premises described in paragraph (a);

"Event of Default" means the events specified in clause 18 of this Lease.

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

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

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

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

"Fixed Rent Increase Date" means each fixed Rent increase date specified in item 12 of Schedule 1.

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

"Land" means the land described in item 3 of Schedule 1.

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

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

"Lease Year" means a Financial Year, or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

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

"Lessee's Fixtures" means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor's consent which is not re-classified as a Lessor's Fixture in accordance with this Lease.

"Lessee's Plans and Specifications" means all plans, specifications and working drawings in relation to the Lessee's Initial Works and Lessee's Works as prepared by or on behalf of the Lessee.

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

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

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

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

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

"Market Rent Review Dates" means each market rent review date specified in item 12 of Schedule 1.

"Outgoings" has the meaning set out in item 11 of Schedule 1.

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises.

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

"Rate" means 6% per annum.

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

"Relevant Authority" means a body or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or any part of the Land or Leased Premises are or will be connected.

"Rent" means the rent specified in item 8 of Schedule 1.

"Rent Review Date" means, as the context requires, either a CPI Rent Review Date, a Market Rent Review Date or a Fixed Rent Increase Date, as specified in item 12 of Schedule 1.

"Schedule" means a schedule to this Lease.

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

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

"Term" means the term specified in item 7 of Schedule 1.

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

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

1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person's executors, administrators, successors, and assigns.
- (b) a covenant, agreement, representation, or warranty in favour of 2 or more persons is for the benefit of them jointly and severally.
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally.

- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body.
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

1.3 Discretion of Lessor as Shire

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

2. Operative part

2.1 Lease of Leased Premises

Subject to the Conditions Precedent, in consideration of the Lessee agreeing to:

- (a) pay the money payable under this Lease; and
- (b) duly observe and perform the Lessee's Obligations,

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

2.2 Conditions Precedent

- (a) This Lease is subject to and expressly conditional upon:
 - (i) the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property ("**Local Government Condition**"); and
 - (ii) the Western Australian Planning Commission ("**WAPC**") approving this Lease if such approval is required by law ("**WAPC Approval Condition**").
- (b) The Parties covenant and agree that:

Best endeavours

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

Local Government Condition

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

WAPC Approval Condition

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

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

2.3 Quiet enjoyment

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

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

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

2.4 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

(a) Improvements to Leased Premises

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

- (i) construct new buildings on the Land;

- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (iii) any other Lessor's Works,

but in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations.

(b) Right to enter

- (i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:
 - (A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations.
 - (B) comply with any requirement or order of any local government or other statutory authority.
 - (C) carry out any Maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises.
 - (D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises.
 - (E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term.

The Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations.

- (ii) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease, but which has not been done or has not been done properly.

(c) Granting easements etc

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

(d) Re-classification of fixtures and fittings

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

4. **Rent**

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of Schedule 1, without any deduction, set-off or abatement.

5. **Rent review**

5.1 **General**

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

5.2 **CPI Rent Review**

(a) With effect from each CPI Rent Review Date, the Rent shall be reviewed so that it is the greater of the sums calculated based on the formulae contained in sub paragraphs 5.2(a)(i) and 5.2(a)(ii):

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

Where:

“RR” = the annual Rent as reviewed.

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

“CCPI” = the Current CPI.

“PCPI” = the Previous CPI.

(ii) $RR = R \times PMI$

Where:

“RR” = the annual Rent as reviewed.

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

“PMI” = the percentage of minimum increase (if any) specified in Schedule 1 next to each CPI Rent Review Date.

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

(c) **Determination of Current CPI or Previous CPI**

If for the purposes of a CPI Rent Review, the Consumer Price Index number is not published or, in the opinion of the Lessor there is a

material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining Previous CPI, then the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

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

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

5.3 Market Rent Review

- (a) With effect from each Market Rent Review Date, the Lessor shall review the Rent so that it is the greater of the Current Market Rent or the annual Rent payable immediately before the Market Rent Review Date.
- (b) The Lessor may not earlier than three (3) months before a Market Rent Review Date give the Lessee a notice setting the Rent at a Rent which the Lessor considers to be the Current Market Rent ("Market Rent Review Notice") except that the failure of the Lessor to give such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.

5.4 Determination of Current Market Rent

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

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

the President of the Australian Property Institute (Inc) (WA Division) at the request of either party;

and the licensed valuer or valuers shall:

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

and:

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

5.5 Fixed Increase of Rent

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

- (a) added to the sum specified in item 12 of Schedule 1 next to each Fixed Base Rent Increase Date; or
- (b) multiplied by the percentage specified in item 12 of Schedule 1 next to each Fixed Base Rent Increase Date.

6. **Outgoings**

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

7. **Use of Leased Premises and Facilities**

7.1 The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 5 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

7.2 The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor's Fixtures; and
- (b) shall not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

8. **Security of Leased Premises**

8.1 The Lessee shall:

- (a) securely lock all doors or other openings to the Leased Premises when the Leased Premises is unoccupied; and
- (b) if required by the Lessor install in the Leased Premises a security alarm system approved by the Lessor.

8.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

9. **Leased Premises Name in Lessee's Name**

- 9.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.
- 9.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

10. **Covenant to repair and maintain**

10.1 The Lessee shall:

- (a) maintain the Leased Premises in good condition.
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible, to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition.
- (e) regularly service and maintain any air-conditioning plant and equipment which services the Leased Premises;
- (f) maintain the Lessee's Fixtures in clean and good condition;
- (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
- (h) replace any broken glass in the Leased Premises.

10.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.

10.3 If the Lessee does any work, which affects the Leased Premises, such as the Lessee's Initial Works and the Lessee's Works and any fitting out, alterations, partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:

- (a) comply with all relevant requirements of an authority and all laws and standards;
- (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work
- (c) carry out the work in a safe and proper manner;
- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and

- (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

10.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 10.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 10.1.
- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (c) Without prejudice to the generality of clause 10.1 and 10.4(b) for the avoidance of any doubt the Lessee is obliged to:-
 - (i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
 - (ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
 - (iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Relevant Authority whether imposed on the Lessee as occupier or the Shire.

11. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - (i) any breach of the Lessee's Obligations; and
 - (ii) each action, suit, proceeding, or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - (i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - (ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;

- (e) report promptly to the Lessor in writing:
 - (i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - (ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - (iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
 - (iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and
- (m) if the Lessor arranges the cleaning of the Leased Premises, pay to the Lessor on demand the cost of cleaning the Leased Premises.

12. **Negative covenants**

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person

to undertake any such action however this clause 12 shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;

- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or place outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the Land other than garden waste;
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or

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

13. **Lessee's Obligation to effect insurances**

The Lessee shall affect and maintain in the names of the Lessor and the Lessee with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises or anything in the Leased Premises as reasonably required by the Lessor from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Lessee shall:

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
- (b) not without the Lessor's prior consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

14. **Indemnities**

14.1 **General indemnity**

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

14.2 **Nature of indemnity**

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance.

15. **Assignment**

15.1 **No assignment**

The Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

15.2 Property Law Act excluded

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

15.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 15.1 of this clause in respect of an assignment if the Lessor consents to the assignment subject to Clause 15.5. The Lessor's consent shall not be unreasonably withheld.

15.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 15.1 of this clause in respect of a sublease of the whole of the Leased Premises if the Lessor consents to the sublease.

15.5 Compliance with Written Law

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

16. **Damage, Destruction or Resumption**

16.1 Definitions

In this clause 16:

- (a) "Reinstatement Notice" means a notice given by the Lessor to the Lessee of the Lessee's intention to carry out the Reinstatement Works; and
- (b) "Reinstatement Works" means the work necessary to:
 - (i) reinstate the Leased Premises; or
 - (ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

16.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
 - (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them,then from the date that the Lessee notifies the Lessor of the damage or destruction ("Damage Notice"):
 - (iii) any money payable by the Lessee under this Lease; and
 - (iv) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

(b) If clause 16.2(a) applies, the remedies for:

(i) recovery of any money or a proportionate part falling due after the damage or destruction; or

(ii) enforcement of the covenant to repair and maintain,

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises is:

(iii) restored;

(iv) made fit for the Lessee's occupation and use; or

(v) made accessible.

16.3 Either Party May Terminate

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

(a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and

(b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

16.4 Lessee May Terminate

If the Lessor gives a Reinstatement Notice to the Lessee and fails to commence the Reinstatement Works within a reasonable time, the Lessee may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

16.5 Exceptions

Clauses 16.2, 16.3 and 16.4 will not apply where:

(a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or

(b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

16.6 Lessor to Terminate

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

16.7 Antecedent Breaches

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

16.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 16 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

16.9 Lessor Not Obligated to Reinstate

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

16.10 Proceeds of Insurance

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

16.11 Resumption of Leased Premises

If the Leased Premises is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this Lease.

17. Limit of Lessor's liability

17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer because of:
 - (i) any fault in the construction or state of repair of the Leased Premises, or the Lessor's Fixtures;
 - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;
 - (iii) any flow, overflow, leakage or breakdown of any water, air conditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and

- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering this Lease and, for this purpose, the Lessee acknowledges that:
 - (i) the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations; and
 - (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

17.2 Suitability and Safety of Leased Premises

- (a) The Lessor does not represent or warrant:-
 - (i) that the Leased Premises is suitable to be used for the Authorised Use; or
 - (ii) that the Leased Premises may lawfully be used for the Authorised Use.
- (b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons entering the Leased Premises.

17.3 Lessor Not Liable

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

17.4 Lessor only liable while Registered Proprietor

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

17.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction,

failure to function, or interruption of or to, the water, gas or electricity services, fire equipment or other services to or facilities contained in the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

18. **Default**

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied, or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;
- (h) where the Lessee is a company and:
 - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
 - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

19. **Lessor's powers on default**

19.1 **Lessor's right of possession**

On the occurrence of an Event of Default, the Lessor may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

19.2 Lessor may remedy Lessee's default

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
 - (i) acceptance of the keys for the Leased Premises;
 - (ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or
 - (iii) advertising the Leased Premises for re-letting.

19.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

19.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Lessee or the continuance of that default.

20. Essential terms

20.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.

- (b) Clause 4, 6, 7, 10, 13 and 15 of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

20.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

20.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

20.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

20.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 20.4.

21. Termination

21.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

21.2 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

21.3 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, notwithstanding the state of the Leased Premises at the Commencement Date, removing all fittings to the floors and walls, repainting the walls and repairing any damage to the floors or walls.

21.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 21.3, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

21.5 Dealing with Lessee's property not removed at Termination

The Lessor has the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) to remove and store the Lessee's property in an alternative Leased Premises at the Lessee's cost;
- (b) to sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit,

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

22. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

23. **Trustee Provisions**

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

24. **Miscellaneous**

24.1 **Lessee not to permit prohibited matters**

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

24.2 **Lessor's consent**

The Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

24.3 **Certificates**

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

24.4 **Exercise of rights by Lessor**

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;

- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

24.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

24.6 Discretion of the Lessor

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

24.7 Time for payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within ten (10) Business Days after the Lessor gives a notice to the Lessee requiring payment.

24.8 Time of the essence

Time shall be of the essence in all respects.

24.9 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

24.10 Variation

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

24.11 Further assurances

Each party to this Lease must execute and do all acts and things necessary to give full force and effect to this Lease.

24.12 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

24.13 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease.

24.14 Proper Law

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

24.15 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

24.16 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

24.17 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

24.18 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

24.19 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by facsimile transmission to the recipient's facsimile number (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00 pm on a Business Day) or the next Business Day (if transmitted at or after 4:00 pm on a Business Day, or on a day not being a Business Day); and
- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

24.20 Goods and services tax

- (a) In the Lease:

“GST” means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

“GST Law” has the same meanings as in the GST Act;

“Tax Invoice” includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
 - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
 - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 24.20, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

25. **Holding Over**

If after termination, the Lessee continues to occupy the Premises with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor and unless otherwise agreed:

- (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Tenant immediately preceding the Termination; and
- (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this Lease.

26. **Option for Further Term**

If and only if no earlier than six (6) months and no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that there is no Rent, Outgoings or other money payable under this Lease which is due but unpaid and there is no unremedied breach of the Lessee's Obligations and there have been no breaches of any of the essential terms of this Lease during the Term, the Lessor shall grant the Lessee a lease of the Leased Premises for the relevant Further Term at the Rent payable immediately before Termination as varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant Further Term, which shall cease to have any further effect.

27. **Special Conditions**

The special conditions set out in item 13 of Schedule 1 shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

SCHEDULE 1

Particulars of Lease

1. **Lessor's Details**

SHIRE OF BRIDGETOWN-GREENBUSHES of 1-3 Steere Street, Bridgetown, Western Australia

2. **Lessee's Details**

W.A. Bush Fire Museum and Heritage Group Incorporated of 8/166 Hampton Street, Bridgetown, Western Australia

3. **Land**

Lot 1 on Deposited Plan 166 and being Certificate of Title Volume 1739 Folio 622 and being situated at and known as Hampton Street.

4. **Leased Premises**

The Land and all improvements on the Land at the commencement date.

5. **Authorised Use**

Museum, including kiosk, the gift shop and workshop.

6. **Commencement Date**

From the date of the last signature on the Lease

7. **Term**

21 years commencing on the Commencement Date.

8. **Rent**

From the Commencement Date until and for the Term the Rent is \$10 per annum exclusive of GST payable on the Commencement Date and on each anniversary of the Commencement Date.

9. **Further Term**

The option to renew for up to 10 years upon expiry of the Lease.

10. **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) ;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood,

lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;

- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee;

on the terms specified in clause 12 of the Lease.

11. **Definition of Outgoings**

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;
- (b) maintaining the Land and the Leased Premises;
- (c) supplying, providing and maintaining:
 - (i) Services to and Facilities in the Leased Premises;
 - (ii) the Plant and Equipment;
 - (iii) services to the Leased Premises including but not limited to lighting, air-conditioning, heating, cooling, ventilation, sanitary conveniences and accessories, firefighting and prevention systems, music and public address systems, and emergency generators;
 - (iv) security systems and security personnel, including employees and independent contractors, for the Land or the Leased Premises;
- (d) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;
- (e) landscaping, gardening and reticulating the Land and the Leased Premises;
- (f) administration and operation costs for undertaking the matters referred to in this definition;
- (g) taxes, levies, imposts, duties and statutory charges associated with undertaking the matters referred to in this definition, including but not limited to any tax on goods and services;
- (h) council rates, including rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single holding basis and any other charges of any kind imposed by a governmental or public authority of any kind;

- (i) legal and audit fees in relation to matters referred to in this definition;
- (j) leasing any plant, equipment or other items required for or in connection with the operation of the Leased Premises;
- (k) redecorating and refurbishing the Leased Premises and the regular upkeep of the Leased Premises.

12. **Rent Review**

Method of Rent Review – fixed for five years and then subject to review.

13. **Special Conditions**

The Lessee must provide to the Lessor within 3 months after the end of each Financial Year during the Term:

- (a) audited balance sheet and profit and loss statements for the Lessee for the Financial Year just ended (“Financial Statements”);
- (b) documents to support the Financial Statements (if requested);
- (c) minutes of meetings of the directors of the Lessee (if requested); and
- (d) minutes of the Annual General Meeting of the Lessee.

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of the)
SHIRE OF BRIDGETOWN-GREENBUSHES)
was hereunto affixed in the presence of:)

SHIRE PRESIDENT
Print Name:

CHIEF EXECUTIVE OFFICER
Print Name:

THE COMMON SEAL of)
)
was hereunto affixed in accordance)
with its Constitution in the presence of:)

PRESIDENT, WA BUSH FIRE MUSEUM AND HERITAGE GROUP
Print Name:



SHIRE OF BRIDGETOWN-GREENBUSHES

MONTHLY FINANCIAL REPORT

For the Period Ended 29 February 2024

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	* Var.	
	\$	\$	\$	\$	%		
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	5,735,031	5,677,690	5,710,311	32,621	0.57%	
Grants, subsidies and contributions		1,580,220	541,432	636,781	95,349	17.61%	▲
Fees and charges		2,358,396	2,072,975	2,208,002	135,027	6.51%	▲
Interest revenue		353,000	231,065	349,446	118,381	51.23%	▲
Other revenue		275,604	142,067	165,887	23,820	16.77%	▲
Profit on asset disposals	7	55,001	29,948	27,625.32	(2,323)	(7.76%)	
		10,357,252	8,695,177	9,098,052			
Expenditure from operating activities							
Employee costs		(6,324,422)	(4,121,090)	(4,112,474)	8,616	0.21%	
Materials and contracts		(4,469,323)	(2,874,744)	(2,067,201)	807,543	28.09%	▲
Utility charges		(299,456)	(188,655)	(189,184)	(529)	(0.28%)	
Depreciation		(3,759,377)	(2,506,049)	(3,356,989)	(850,940)	(33.96%)	▼
Finance costs		(63,715)	(32,423)	(32,031)	392	1.21%	
Insurance		(380,176)	(380,132)	(373,983)	6,149	1.62%	
Other expenditure		(329,236)	(262,476)	(245,661)	16,815	6.41%	▲
Loss on asset disposals	7	(5,450)	(4,072)	(7,293.42)	(3,221)	(79.11%)	
		(15,631,155)	(10,369,641)	(10,384,817)			
Non-cash amounts excluded from operating activities	1(a)	3,715,452	2,480,173	3,342,960	862,787		
Amount attributable to operating activities		(1,558,451)	805,709	2,056,195			
INVESTING ACTIVITIES							
Inflows from investing activities							
Capital grants, subsidies and contributions		8,397,398	1,893,817	806,962	(1,086,855)	(57.39%)	▼
Proceeds from disposal of assets	7	459,001	145,001	89,429	(55,572)	(38.33%)	▼
		8,856,399	2,038,818	896,391			
Outflows from investing activities							
Purchase of property, plant and equipment	8	(8,402,513)	(3,111,161)	(990,021)	2,121,140	68.18%	▲
Purchase and construction of infrastructure	8	(5,361,005)	(4,782,814)	(2,122,141)	2,660,673	55.63%	▲
		(13,763,518)	(7,893,975)	(3,112,162)			
Amount attributable to investing activities		(4,907,119)	(5,855,157)	(2,215,771)			
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from borrowings	9	0	0	0	0		
Transfers from reserve accounts	5	2,766,586	1,116,485	1,116,485	0	0.00%	
		2,766,586	1,116,485	1,116,485			
Outflows from financing activities							
Repayment of borrowings	9	(153,248)	(76,031)	(76,031)	(0)	(0.00%)	
Payments for principal portion of lease liabilities	9	(64,218)	(44,758)	(44,758)	0	0.00%	
Transfers to reserve accounts	5	(1,102,137)	(129,930)	(129,930)	0	0.00%	
		(1,319,603)	(250,719)	(250,719)			
Amount attributable to financing activities		1,446,983	865,766	865,766			

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	* Var.
	\$	\$	\$	\$	%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	5,006,329	5,006,329	5,032,107	25,778	0.51%	
Amount attributable to operating activities	(1,558,451)	805,709	2,056,195			
Amount attributable to investing activities	(4,907,119)	(5,855,157)	(2,215,771)			
Amount attributable to financing activities	1,446,983	865,766	865,766			
Surplus or deficit after imposition of general rates	(12,258)	822,647	5,738,296	4,915,649		
1(b)						

* Council for the financial year ending 30 June 2024 adopted a percentage of plus or minus 5% at nature classification level to be used for reporting material variances of actual revenue and expenditure in the monthly financial reports. The exception being that material variances of \$10,000 or less are non-reportable. Refer to Note 2 for explanation of material variances.

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

SHIRE OF BRIDGETOWN-GREENBUSHES
STATEMENT OF FINANCIAL POSITION
For the Period Ended 29 February 2024

	Note	YTD 29 Feb 2024	Last Period 31 Jan 2024	30-Jun-23
		\$	\$	\$
Current Assets				
Cash and cash equivalents	4	11,656,091	12,671,228	11,307,415
Trade and other receivables		2,159,823	2,617,475	1,505,902
Inventories		61,155	50,331	26,085
Other assets		0	0	0
TOTAL CURRENT ASSETS		13,877,069	15,339,034	12,839,402
Non-Current Assets				
Trade and other receivables		163,073	163,073	163,073
Other financial assets		81,490	81,490	81,490
Property, plant and equipment		41,267,655	41,254,855	41,042,703
Infrastructure		213,573,883	213,572,194	214,073,122
Right-of-use assets		79,031	83,108	33,659
TOTAL NON-CURRENT ASSETS		255,165,132	255,154,720	255,394,047
TOTAL ASSETS		269,042,201	270,493,754	268,233,449
Current Liabilities				
Trade and other payables		1,081,343	1,457,654	1,371,178
Other liabilities		2,886,199	2,886,199	1,272,029
Lease liabilities	9	13,087	15,534	32,182
Borrowings	9	77,216	77,216	153,248
Employee related provisions		738,063	738,063	738,063
TOTAL CURRENT LIABILITIES		4,795,908	5,174,666	3,566,700
Non-Current Liabilities				
Lease liabilities	9	62,426	64,094	3,081
Borrowings	9	1,542,165	1,542,165	1,542,165
Employee related provisions		60,378	60,378	60,378
TOTAL NON-CURRENT LIABILITIES		1,664,969	1,666,637	1,605,624
TOTAL LIABILITIES		6,460,877	6,841,303	5,172,324
NET ASSETS		262,581,324	263,652,451	263,061,125
Equity				
Retained surplus		118,032,578	119,148,102	117,525,824
Reserves accounts	5	3,633,094	3,588,697	4,619,649
Revaluation surplus		140,915,652	140,915,652	140,915,652
TOTAL EQUITY		262,581,324	263,652,451	263,061,125

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

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 1: DETERMINATION OF SURPLUS OR DEFICIT (NET CURRENT ASSETS)

(a) Non-cash amounts excluded from operating activities

The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

Note	YTD 29 Feb 2024	Last Period 31 Jan 2024	Actual 30 Jun 2023
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	7 (27,625)	(23,814)	(75,306)
Add: Loss on disposal of assets	7 7,293	2,508	4,173
Add: Depreciation on assets	3,356,989	2,944,677	3,633,254
Less: Fair value adjustments to financial assets at fair value through profit or loss	0	0	(3,686)
Movement in non-current pensioner deferred rates	0	0	9,867
Movement in non-current lease renegotiation	0	0	472
Movement in non-current employee provisions	0	0	562
Movement in current employee provisions associated with restricted cash	6,303	3,849	7,104
Non cash amounts excluded from operating activities	3,342,960	2,927,221	3,576,439

(b) Surplus or deficit after imposition of general rates

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with Financial Management Regulation 32 to agree to the surplus/(deficit) after imposition of general rates.

Note	YTD 29 Feb 2024	Last Period 31 Jan 2024	Actual 30 Jun 2023
	\$	\$	\$
Adjustments to net current assets			
Less: Cash - restricted reserves	5 (3,633,094)	(3,588,697)	(4,619,649)
Add: Current portion of borrowings	77,216	77,216	153,248
Add: Current portion of lease liabilities	13,087	15,534	32,182
Add: Current portion of employee benefit provisions	5 199,927	197,473	193,624
Total adjustments to net current assets	(3,342,864)	(3,298,473)	(4,240,595)
Net current assets used in the Statement of Financial Activity			
Total current assets	13,877,068	15,339,034	12,839,402
Less: Total current liabilities	(4,795,908)	(5,174,666)	(3,566,700)
Less: Total adjustments to net current assets	(3,342,864)	(3,298,473)	(4,240,595)
Surplus or deficit after imposition of general rates	5,738,296	6,865,894	5,032,107

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 2: EXPLANATION OF MATERIAL VARIANCES

Nature of Income/Expenditure	Variance \$	Variance %	Var.	Reason	Explanation of Variance
OPERATING ACTIVITIES					
Revenue from operating activities					
Operating grants, subsidies and contributions	95,349	17.61%	▲	Timing/ Permanent	DFES grants income greater than estimated at this time offset by expenditure \$27,540 and additional Federal assistance grant received for 2023-24 \$68,656 , will be adjusted at budget review.
Fees and charges	135,027	6.51%	▲	Permanent/ Timing	Revenue in the following areas are higher than estimated at this time: Water site \$45,193 Bridgetown Leisure Centre \$15,060 Building licences \$25,112 Sale of water from Standpipe \$39,254 Private works \$9,037 Balance relates to minor variances.
Interest revenue	118,381	51.23%	▲	Permanent	Variance due to higher than expected interest earnings due to increase in interest rates and funds available for investment.
Other revenue	23,820	16.77%	▲	Timing/ Permanent	Revenue in the following areas are greater than estimated: Town planning fees \$18,000 Office of the CEO reimbursements \$12,358 Fuel tax rebate \$5,199 Revenue in the following area are less than estimated: Development service reimbursements \$12,332 offset by reduce expenditure Balance relates to minor variances in other income.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 2: EXPLANATION OF MATERIAL VARIANCES

Nature of Income/Expenditure	Variance \$	Variance %	Var.	Reason	Explanation of Variance
Expenditure from operating activities					
Materials and contracts	807,543	28.09%	▲	Timing	Expenditure in the following areas are less than estimated: Governance expenditure & non-recurrent projects \$75,796 Fire prevention council expenditure \$49,402 Education & Welfare \$12,047 Bridgetown refuse site \$28,835 Sanitation non-recurrent projects \$16,398 Talisn Partnering for the Future Drainage \$25,000 Other rec & sport non-recurrent projects \$153,490 Talisn partnering for the future projects \$40,000 Heritage non-recurrent projects \$389,201 Library expenditure \$25,321 Road and verge maintenance \$102,701 Street maintenance non-recurrent projects \$35,510 Economic Development non-recurrent projects \$42,962 Expenditure in the following areas greater than estimated: Administration building operations \$16,347 Plant parts & repairs \$102,985 Balance relates to minor variances in other expenditure.
Depreciation	(850,940)	(33.96%)	▼	Permanent	Variance due to updated fair values on property, plant and equipment and infrastructure assets being greater than estimated. Non-cash adjustment to be made at budget review.
Other expenditure	16,815	6.41%	▲	Timing	Expenditure in the following areas are greater than estimated: Members expenditure \$8,633 Service agreement & community grants program \$4,810 Balance relates to minor variances in other expenditure items.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 2: EXPLANATION OF MATERIAL VARIANCES

Nature of Income/Expenditure	Variance \$	Variance %	Var.	Reason	Explanation of Variance
INVESTING ACTIVITIES					
Capital grants, subsidies and contributions	(1,086,855)	(57.39%)	▼	Timing	Various grant income in the following areas are less than estimated: Talison Partnering for the future recreation & culture \$158,400 Talison Partnering for the future road construction \$923,616 Balance relates to other minor grant income. Grant revenue is recognised once the associated expenditure is incurred.
Proceeds from disposal of assets	(55,572)	(38.33%)	▼		Sale of road plant less than estimated.
Purchase of property, plant and equipment	2,121,140	68.18%	▲	Timing	Expenditure in the following areas are less than estimated: Building renewals \$984,227 Plant and equipment \$1,136,913 Please refer to note 8 for more details.
Purchase and construction of infrastructure	2,660,673	55.63%	▲	Timing	Expenditure in the following areas are less than estimated: Road construction program \$915,549 Talison partnering for the future projects construction \$920,929 Footpaths \$13,925 Drainage construction program \$15,091 Parks & Ovals infrastructure \$722,688 Infrastructure other \$72,492 Please refer to note 8 for more details.

Council for the financial year ending 30 June 2024 adopted a percentage of plus or minus 5% at nature classification level to be used for reporting material variances of actual revenue and expenditure in the monthly financial reports. The exception being that material variances of \$10,000 or less are non-reportable.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 3: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	(Decrease) in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget Adoption		Closing Surplus				0
	Permanent Changes						
ZA02	Routine road maintenance	C.18/0623	Operating Expenses			(12,500)	(12,500)
PJ157	Community events banners	C.02/0923	Operating Expenses			(10,000)	(22,500)
Res126	Strategic projects reserve	C.02/0923	Reserve Transfer		10,000		(12,500)
CP05	Greenbushes CBD parking & safety enhancement	C.08/0923	Capital Expenses		166,606		154,106
41413.64	Car park contributions - capital grants	C.08/0923	Operating Revenue			(149,862)	4,244
Res126	Strategic projects reserve	C.08/0923	Reserve Transfer			(16,744)	(12,500)
CP05	Greenbushes CBD parking & safety enhancement	C.08/0923	Capital Expenses			(33,499)	(45,999)
41413.92	Car park contributions - capital contributions	C.08/0923	Operating Revenue		33,499		(12,500)
22IN	Greenbushes youth precinct - stage 1	C.08/0923	Capital Expenses			(19,711)	(32,211)
16IN	Bridgetown youth precinct - stage 2	C.08/0923	Capital Expenses		14,000		(18,211)
02IM	Greenbushes skate park infrastructure maintenance	C.08/0923	Operating Expenses		5,711		(12,500)
PJ95	Bridgetown CBP water restoration project - concept stage	C.08/0923	Operating Expenses			(65,000)	(77,500)
PJ127	Bridgetown CBP water restoration project - detail design	C.08/0923	Operating Expenses		40,000		(37,500)
Res126	Strategic projects reserve	C.08/0923	Reserve Transfer		25,000		(12,500)
GS73	Crowd Wheatley Road	SpCa.02/1023	Capital Expenses			(107,500)	(120,000)
GS74	Klause Road	SpCa.02/1023	Capital Expenses			(90,000)	(210,000)
GS75	Walter Willis Road	SpCa.02/1023	Capital Expenses			(52,500)	(262,500)
Res126	Strategic projects reserve	SpCa.02/1023	Reserve Transfer		250,000		(12,500)
34292.07	Aquatic Co-ordinators training	C.12/1123	Operating Expenses			(4,159)	(16,659)
34593	Bridgetown Leisure Centre hire fees	Ca.17/1123	Operating Revenue		7,665		(8,994)
GS73	Crowd Wheatley Road	Ca.18/1123	Capital Expenses			(27,707)	(36,701)
GS74	Klause Road	Ca.18/1123	Capital Expenses			(23,144)	(59,845)
GS75	Walter Willis Road	Ca.18/1123	Capital Expenses			(11,729)	(71,574)
BR06	Maranup Rod Road bridge	Ca.18/1123	Capital Expenses		22,580		(48,994)
RC64	Hackett Street	Ca.18/1123	Capital Expenses		40,000		(8,994)

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 3: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	(Decrease) in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
31092	Cemetery & memorial plaques	Ca.16/1123	Operating Expenses			(5,000)	(13,994)
31093	Sale of cemetery & memorial plaques	Ca.16/1123	Operating Revenue		5,000		(8,994)
06532	Fire prevention unspent grants	Ca.16/1123	Operating Expenses			(2,815)	(11,809)
08112	SES unspent grants	Ca.16/1123	Operating Expenses			(449)	(12,258)
06574	Fire equipment shire funded	Ca.16/1123	Capital Expenses			(15,000)	(27,258)
Res 104	Bushfire Reserve	Ca.16/1123	Reserve Transfer		15,000		(12,258)
09BN	Greenbushes fire station	Ca.16/1123	Capital Expenses			(307,234)	(319,492)
10BN	Wandillup fire station	Ca.16/1123	Capital Expenses			(379,444)	(698,936)
06007	DFES Non-recurrent grants	Ca.16/1123	Operating Revenue		686,678		(12,258)
Res 102	Plant Reserve	C.16/0124	Reserve Transfer			(220,000)	(232,258)
Res 107	Sanitation Reserve	C.16/0124	Reserve Transfer			(150,000)	(382,258)
PL10	Bomag Waste Compactor	C.16/0124	Reserve Transfer		400,000		17,742
25505	Sale of Bomag	C.16/0124	Capital Revenue			(30,000)	(12,258)
PL22	Skid steer loader	C.16/0124	Capital Expenses		110,000		97,742
40045	Sale of skid steer loader	C.16/0124	Capital Revenue			(5,000)	92,742
Res 102	Plant Reserve	C.16/0124	Reserve Transfer			(105,000)	(12,258)
PL09	New grader	C.16/0124	Capital Expenses			(500,000)	(512,258)
Res 102	Plant Reserve	C.16/0124	Reserve Transfer		450,000		(62,258)
40045	Sale of Volvo	C.16/0124	Capital Revenue		50,000		(12,258)
27IN	Greenbushes sportsground BBQ shelter	C.18/0124	Capital Expenses			(66,093)	(78,351)
34423	Other rec & sport grant income	C.18/0124	Operating Revenue		66,093		(12,258)
38BU	144 Hampton Street	C.14/0224	Capital Expenses			(30,000)	(42,258)
07BU	Shire Admi Building	C.14/0224	Capital Expenses		30,000		(12,258)
TF08	Greenbushes court lighting	C.18/0224	Capital Expenses		94,122		81,864
TF07	Leisure centre fans	C.18/0224	Capital Expenses		16,731		98,595
TF05	Aquatic blanket	C.18/0224	Capital Expenses		1,534		100,129
TF11	Bridgetown sportsground carpark	C.18/0224	Capital Expenses		52,500		152,629

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 3: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	(Decrease) in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
TF03	Energy efficiency project	C.18/0224	Operating Revenue		27,500		180,129
TF14	Spring gully road	C.18/0224	Capital Expenses		137,217		317,346
TF16	Galena road	C.18/0224	Capital Expenses		6,758		324,104
25IN	Bridgetown sportsground	C.18/0224	Capital Expenses			(100)	324,004
TF22	Greenbushes footpath master plan	C.18/0224	Operating Expenses			(3,168)	320,836
TF04	Aquatic inflatable	C.18/0224	Capital Expenses			(497)	320,339
23IN	Bridgetown sportsground water supply	C.18/0224	Capital Expenses			(156,600)	163,739
02BU	Bridgetown civic centre	C.18/0224	Capital Expenses			(175,997)	(12,258)
				0	2,764,194	(2,776,452)	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted	Restricted	Trust	Investments	Total Amount	Institution	Maturity Date
		\$	\$	\$	\$	\$		
(a) Cash deposits								
Municipal bank account	Nil	226,957				226,957	Westpac	At Call
Municipal funds on call	4.30%	367,427				367,427	WATC	At Call
Municipal funds on call	4.30%	1,327,104				1,327,104	WATC	At Call
Trust bank account	Nil			231		231	Westpac	At Call
Visitor Centre trust account	Nil			5,206		5,206	Westpac	At Call
Cash on hand	Nil	3,850				3,850	N/A	On Hand
Term deposits								
(b) Municipal funds								
Municipal funds	5.00%	503,493				503,493	NAB	11-Mar-24
Municipal funds	5.00%	408,559				408,559	NAB	13-Mar-24
Municipal funds	5.05%	525,117				525,117	NAB	28-Mar-24
Municipal funds	5.05%	505,979				505,979	NAB	02-Apr-24
Municipal funds	5.05%	527,904				527,904	NAB	03-Apr-24
Municipal funds	5.05%	527,542				527,542	NAB	03-Apr-24
Municipal funds	5.05%	527,474				527,474	NAB	08-Apr-24
Municipal funds	5.05%	527,463				527,463	NAB	08-Apr-24
Municipal funds	5.05%	758,969				758,969	NAB	09-Apr-24
Municipal funds	5.05%	526,004				526,004	NAB	06-May-24
Municipal funds	5.05%	759,154				759,154	NAB	27-May-24
Reserve funds	4.25%		3,633,094			3,633,094	NAB	22-Mar-24
Total		8,022,997	3,633,094	5,438	0	11,661,529		

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 5: CASH BACKED RESERVE

2023-24										
Res No.	Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
		\$	\$	\$	\$	\$		\$	\$	\$
	Restricted by Legislation/Agreement									
106	Subdivision reserve	224,056	6,510	7,294	10,000				240,566	231,350
121	Car park reserve	1,008	29	33	0				1,037	1,040
201	Unspent grants & loans reserve	317,455	0	1	0		(317,455)	(301,849)	(1)	15,606
	Restricted by Council									
101	Leave reserve	193,624	5,626	6,303	0				199,250	199,927
102	Plant reserve	763,951	22,198	23,260	300,000		(1,056,816)	(129,536)	29,333	657,675
103	Land and building reserve	589,080	17,116	16,692	0		(267,500)	(200,000)	338,696	405,771
104	Bush fire reserve	50,156	1,457	1,633	10,000		(15,000)		46,613	51,788
105	Maintenance and renewal of mine heavy haulage roads reserve	82,334	2,392	2,680	79,573				164,299	85,015
107	Sanitation reserve	296,229	8,607	8,602	60,000		(129,417)	(83,803)	235,419	221,028
109	Recreation centre floor and solar reserve	243,808	7,084	7,937	10,000				260,892	251,745
112	Refuse site post closure reserve	253,468	7,364	8,251	5,000		(30,000)		235,832	261,720
113	Drainage reserve	80,620	2,342	2,484	10,000		(16,326)	(11,326)	76,636	71,778
114	Community bus reserve	74,296	2,159	2,419	5,000				81,455	76,715
115	SBS & communications tower reserve	63,577	1,847	2,070					65,424	65,647
118	Playground equipment reserve	46,455	1,350	1,512					47,805	47,967
125	Building maintenance reserve	232,900	6,767	6,472			(103,135)	(89,308)	136,532	150,064
126	Strategic projects reserve	292,757	8,506	8,373	297,564		(393,120)	(93,120)	205,707	208,010
127	Matched grants reserve	77,797	2,260	2,533	10,000				90,057	80,330
128	Aged care infrastructure reserve	59,556	1,730	1,939					61,286	61,495
129	Equipment reserve	6,389	186	208					6,575	6,597
130	Assets and GRV valuation reserve	124,319	3,612	3,181			(70,226)	(69,695)	57,705	57,805

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 5: CASH BACKED RESERVE

2023-24										
Res No.	Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
		\$	\$	\$	\$	\$		\$	\$	\$
131	Bridgetown Leisure Centre reserve	34,131	992	1,111			(5,000)		30,123	35,242
132	Trails reserve	42,790	1,243	1,051	5,000		(27,500)	(27,500)	21,533	16,342
133	Light fleet vehicle reserve	292,144	8,488	8,139	120,000		(330,091)	(110,348)	90,541	189,936
135	Blackspot reserve	11,749	341	382	10,000				22,090	12,132
136	Project management reserve	165,000	4,794	5,371					169,794	170,371
137	Sustainability reserve	0	0		15,000		(5,000)		10,000	0
138	CCTV infrastructure	0	0		30,000				30,000	0
		4,619,649	125,000	129,930	977,137	0	(2,766,586)	(1,116,485)	2,915,200	3,633,094

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 6: RECEIVABLES

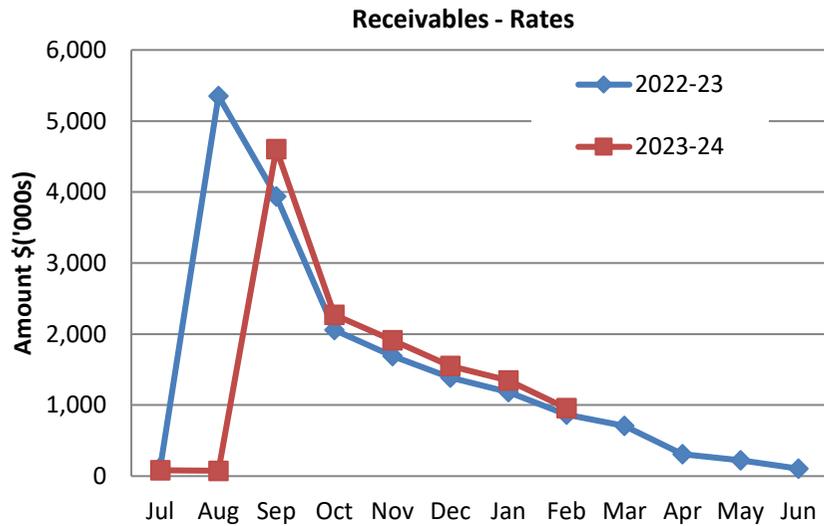
Receivables - Rates

Opening arrears previous years
 Levied this year
Less Collections to date
 Equals Current outstanding

	YTD 29 Feb 2024	30 June 2023
	\$	\$
Opening arrears previous years	105,326	147,038
Levied this year	5,710,311	5,343,483
<u>Less</u> Collections to date	(4,858,843)	(5,385,195)
Equals Current outstanding	956,794	105,326
Net Rates Collectable	956,794	105,326
% Collected	83.55%	98.08%

Net Rates Collectable

% Collected



Receivables - Sundry Debtors

Receivables - Sundry debtors

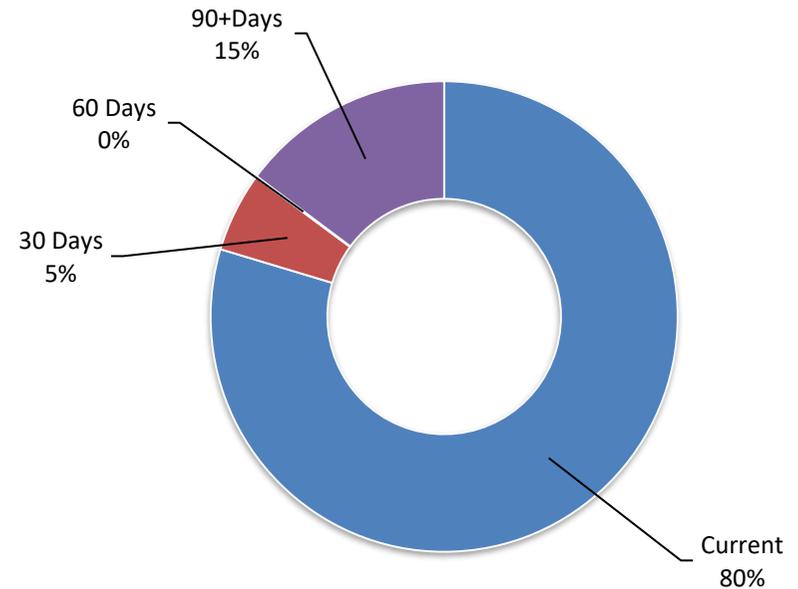
	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - Sundry debtors	45,934	3,152	48	8,559

Total Sundry Debtor Receivables Outstanding

57,693

Amounts shown above include GST (where applicable)

Receivables - Sundry Debtors



SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 7: FIXED ASSET DISPOSALS

YTD Actual Replacement				Disposals	Amended Current Budget		
Net Book Value	Proceeds	Profit (Loss)	P&L Variance		Net Book Value	Proceeds	Profit (Loss)
\$	\$	\$	\$		\$	\$	\$
				Plant and Equipment			
				P3020 2018 Mitsubishi Outlander (Pool)	6,800	15,000	8,200
				P3070 2020 Toyota Prado (CEO)	33,790	35,000	1,210
				P3085 2020 Toyota RAV4 (EMCS)	24,500	25,000	500
				P4200 2017 Mitsubishi Triton (Bushfire Brigade)	11,680	12,000	320
5,494	9,305	3,811	5,011	P4190 2008 Ford Ranger (Bushfire Brigade)	6,200	5,000	(1,200)
				P4225 2018 Toyota Hilux (Bridgetown Logistics)	10,070	13,000	2,930
				P4095 2007 Isuzu Fire Truck (Yornup BFB)	70,920	76,000	5,080
				P2051 2019 Mitsubishi Triton (Senior Ranger)	15,180	18,000	2,820
				P2082 2006 CAT Track Loader (Waste Site)	62,000	65,000	3,000
				P2285 2009 Bomag Refuse Compactor	33,720	0	(33,720)
8,967	12,727	3,760	(390)	P3010 2018 Nissan Xtrail (MDS)	5,850	10,000	4,150
				P2073 2015 CAT 432F Backhoe Loader	70,530	70,000	(530)
8,000	11,364	3,364	(0)	P2111 2013 Tennant Footpath Sweeper	8,000	11,364	3,364
				P2076 2000 JCB Robot Skid Steer Loader	5,000	0	(5,000)
14,686	20,000	5,314	(2,126)	P2045 2018 Nissan Navara (Works Coordinator)	12,560	20,000	7,440
10,221	16,364	6,143	(2,280)	P2220 2018 Mitsubishi Triton (Plant Mechanic)	8,850	17,273	8,423
10,221	15,455	5,234	(2,330)	P2270 2018 Mitsubishi Triton (Parks Crew)	8,800	16,364	7,564
2,508	0	(2,508)	0	54607 Howard pro cut mower (P&G)	2,508	0	(2,508)
9,000	4,215	(4,785)	(4,785)	P2250 2012 Ford Ranger	0	0	0
				P2087 2016 Volvo Wheel Loader	0	50,000	50,000
69,097	89,429	20,332	(6,901)		396,958	459,001	12,043

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Land and Buildings						
Governance						
Shire Administration Building	07BU	17,855	35,584	12,045	(23,539)	Job continuing
Law, Order and Public Safety						
Greenbushes Bushfire Brigade	09BN	629,834	0	627	627	Purchase order raised
Wandillup Bushfire Brigade	10BN	730,544	0	5,793	5,793	Purchase order raised
Kangaroo Gully Bushfire Station	12BN	625	625	165	(460)	
Housing						
144 Hampton Street	38BU	70,000	40,000	36,920	(3,080)	Job continuing
146 Hampton Street	26BU	10,000	10,000	10,106	106	Job completed
Community Amenities						
Waste Site Recycle Shed	62BU	118,522	118,521	0	(118,521)	Job not yet commenced
Recreation and Culture						
Yornup Hall	01BU	10,000	0	0	0	
Bridgetown Civic Centre Revitalisation	02BU	1,174,070	554,480	189,145	(365,335)	Job continuing
Bridgetown Leisure Centre	16BU	76,536	76,535	39,582	(36,953)	Job continuing
Greenbushes Hall	20BU	164,027	5,800	5,783	(17)	
Greenbushes Golf Club	39BU	225,000	112,500	30,161	(82,339)	Job continuing
Bridgetown Sportsground horse stalls	56BU	4,978	4,978	0	(4,978)	Job not yet commenced
Bridgetown Lesser Hall	61BU	15,537	15,537	15,537	0	Job completed
Bridgetown Civic Centre wet areas and foyer	63BU	150,000	0	0	0	
Greenbushes Office toilets	TF02	145,200	48,400	0	(48,400)	Job not yet commenced
BLC court fans	TF07	89,409	106,140	88,445	(17,695)	Job completed
Bridgetown Regional Library	60BU	54,300	54,300	41,933	(12,367)	Job continuing
Bridgetown Railway Station restoration	57BU	103,135	103,135	80,105	(23,030)	Job continuing

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Land and Buildings (Continued)						
Recreation and Culture (Continued)						
Greenbushes Old Court House	TF12	330,000	110,000	0	(110,000)	Job not yet commenced
Transport						
Shire Depot Rebuild	08BU	661,796	38,880	38,880	0	
Economic Services						
154 Hampton Street	59BU	40,000	40,000	0	(40,000)	Job not yet commenced
Bridgetown Visitor Centre fit out	64BU	114,000	114,000	9,961	(104,039)	Job continuing
Other Property and Services						
Purchase of Land	1790040	17,500	0	0	0	
Land and Buildings Total		4,952,868	1,589,415	605,188	(984,227)	
Roads						
Transport						
Winnejup Road Regional Road Group 23/24	RR17	375,000	374,996	338,218	(36,778)	Job continuing
Winnejup Road Regional Road Group 22/23	RR21	174,697	174,696	135,120	(39,576)	Job continuing
Kerbing	KB01	10,000	5,250	6,246	996	
Eedle terrace	RC01	40,000	0	31,849	31,849	Job commenced sooner than estimated
Phillips Street	RC05	35,000	35,000	0	(35,000)	Job not yet commenced
Apex Grove	RC15	14,138	14,138	0	(14,138)	Job not yet commenced
Improvements Steere Street Intersections	RC52	22,500	22,500	0	(22,500)	Job not yet commenced
Emergency Works	RC53	30,000	14,998	0	(14,998)	No emergency works identified to date
Hester Cascades Road	RC55	49,426	49,426	0	(49,426)	Job not yet commenced
Blechynden Street	RC63	80,000	80,000	0	(80,000)	Job not yet commenced
Hackett Street	RC64	75,265	75,265	0	(75,265)	Job not yet commenced
Geegelup View	RC65	15,000	0	8,178	8,178	Job commenced sooner than estimated

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Roads (Continued)						
Transport (Continued)						
Peninsula Road	RC66	29,425	29,425	0	(29,425)	Job not yet commenced
Mount Street	RC67	15,000	0	0	0	
Lakeview Crescent	RC68	140,000	140,000	4,556	(135,444)	Job not yet commenced
Somme Street	RC69	10,000	10,000	0	(10,000)	Job not yet commenced
Mirimiri Street	RC70	14,000	14,000	0	(14,000)	Job not yet commenced
Riverview Close	RC71	11,500	11,500	0	(11,500)	Job not yet commenced
Carnegie Close	RC72	11,000	11,000	0	(11,000)	Job not yet commenced
Blechynden Street/Roe Street	RC73	30,000	30,000	0	(30,000)	Job not yet commenced
Catterick Road	GS32	70,000	70,000	0	(70,000)	Job not yet commenced
Tweed Road	GS71	120,000	119,998	0	(119,998)	Job not yet commenced
Connell Road	GS72	85,000	85,000	0	(85,000)	Job not yet commenced
Donnelly Mill Road	GS22	145,000	72,500	0	(72,500)	Job not yet commenced
Crowd Wheatley Road	GS73	135,207	135,207	131,353	(3,854)	Job continuing
Klause Road	GS74	113,144	113,144	117,475	4,331	Job continuing
Walter Willis Road	GS75	64,229	64,229	63,729	(500)	Job continuing
Collins Road	TF13	38,500	38,500	3,071	(35,429)	Purchase order raised
Spring Gully Rod	TF14	170,783	308,000	0	(308,000)	Purchase order raised
Telluride Street	TF15	308,000	308,000	0	(308,000)	Purchase order raised
Galena Road section 1	TF16	26,242	33,000	0	(33,000)	Purchase order raised
Galena Road section 2	TF17	33,000	33,000	0	(33,000)	Purchase order raised
Diorite Street	TF18	82,500	82,500	0	(82,500)	Purchase order raised
Tourmaline Street section 1	TF19	33,000	33,000	0	(33,000)	Purchase order raised
Tourmaline Street section 2	TF20	44,000	44,000	0	(44,000)	Purchase order raised
Tourmaline Street section 3	TF21	44,000	44,000	0	(44,000)	Purchase order raised
Roads Total		2,694,556	2,676,272	839,794	(1,836,478)	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Footpaths						
Transport						
Footpaths Accessibility Access	FP28	19,495	19,495	19,610	115	Job completed
Allnutt Street	FP38	14,040	14,040	0	(14,040)	Job not yet commenced
Footpaths Total		33,535	33,535	19,610	(13,925)	
Drainage						
Community Amenities						
Four Season Estate	DR24	4,652	4,652	0	(4,652)	Job not yet commenced
Peninsula Road	DR37	5,000	5,000	4,565	(435)	Job not yet commenced
Dairy Lane	DR38	46,307	46,307	36,304	(10,003)	Job completed, some savings made
Drainage Total		55,959	55,959	40,868	(15,091)	
Parks and Ovals						
Community Amenities						
Bridgetown Cemetery	01IN	20,000	0	0	0	
Recreation and Culture						
Four Seasons Estate POS Reserve	03IN	81,686	0	0	0	
Somme Park Fitness Trail Equipment	05IU	5,617	5,617	0	(5,617)	Job not yet commenced
Bridgetown Youth Precinct Development	16IN	161,000	161,000	31,879	(129,121)	Job continuing
Bridgetown Leisure Centre Wet Area	18IN	8,840	0	0	0	
Greenbushes Youth Precinct Development	22IN	417,041	417,040	364,890	(52,150)	Job continuing
Bridgetown Sportsground Water Supply	23IN	241,600	241,600	225,764	(15,836)	Job continuing
Bridgetown Sportsground Cricket Training Nets	24IN	55,618	55,617	56,365	748	Job completed
Bridgetown Sportsground	25IN	511,582	511,482	383,651	(127,831)	Job continuing
Greenbushes Youth Precinct stage 2	26IN	160,000	53,332	0	(53,332)	Job not yet commenced
Greenbushes Sportsground BBQ shelter	27IN	66,093	66,093	0	(66,093)	Purchase order raised
Greenbushes sportsground hard courts stage 1	TF08	70,578	164,700	50,909	(113,791)	Job continuing
Greenbushes sportsground hard courts stage 2	TF09	244,000	81,332	0	(81,332)	Job not yet commenced

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Parks and Ovals (Continued)						
Recreation and Culture (Continued)						
Highland Bridgetown Estate	TF10	235,000	78,332	0	(78,332)	Job not yet commenced
Parks and Ovals Total		2,278,655	1,836,145	1,113,457	(722,688)	
Bridges						
Transport						
Maranup Ford Road Bridge 3318A	BR06	87,420	0	0	0	
Bridges Total		87,420	0	0	0	
Infrastructure Other						
Other Governance						
Records Facility	20IU	6,732	6,732	4,995	(1,737)	Job completed, some savings made
Housing						
144-146 Hampton Street fencing	19IU	40,000	40,000	2,147	(37,853)	Job continuing
Community Amenities						
Bridgetown Landfill Liquid Waste Facility	WA01	69,953	39,976	39,876	(100)	
Recreation and Culture						
Bridgetown Sportsground car park	TF11	2,500	2,500	0	(2,500)	Job to be transferred at budget review
Transport						
Greenbushes CBD Parking	CP05	72,133	72,133	61,392	(10,741)	Job continuing
ACROD Parking Bay Hampton Street	CP06	19,562	19,562	0	(19,562)	Job not commenced
Infrastructure Other Total		210,880	180,903	108,411	(72,492)	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
Plant and Equipment						
Governance						
Light fleet vehicles	1055440	128,000	0	0	0	
Law, Order and Public Safety						
Fire Fighting Equipment (Brigades Funded)	1065540	5,000	0	0	0	
Fire Prevention - Equipment (Shire Funded)	1065740	15,000	15,000	0	(15,000)	Purchase order raised
Vehicles for Brigades	1065940	894,225	43,291	43,291	0	
Ranger vehicle	1070140	48,900	48,900	0	(48,900)	Vehicle not yet purchased
CCTV Bridgetown Railway Station Carpark	1080340	98,349	98,349	0	(98,349)	Job not yet commenced
Community Amenities						
Tracked Loader	PL14	412,280	412,280	0	(412,280)	Purchase order raised
Manager of Development Services vehicle	1305640	31,000	31,000	29,400	(1,600)	Vehicle purchased, some savings made
Recreation and Culture						
Indoor vertical lift	1346640	20,000	20,000	0	(20,000)	Purchase order raised
BLC pool inflatable	TF04	16,622	16,125	16,659	534	Job completed
BLC pool blankets	TF05	112,466	114,000	0	(114,000)	Purchase order raised
Solar panels and batteries	TF06	660,000	219,998	0	(219,998)	Job not yet commenced
Transport						
Backhoe Loader	PL02	200,000	200,000	0	(200,000)	Plant purchase not yet commenced
Footpath Sweeper	PL06	140,900	140,900	140,900	0	Plant purchase completed
Skid Steer Loader	PL22	0	0	0	0	
Grader	PL09	500,000	0	0	0	
Sundry Equipment	1403740	5,000	0	0	0	
Works and Services Fleet	1405040	146,903	146,903	154,583	7,680	Vehicle purchases completed
Plant and Equipment Total		3,434,645	1,506,746	384,833	(1,121,913)	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 8: FIXED ASSET ACQUISITIONS

Assets	General Ledger/Job No.	Amended Annual Budget	YTD 29 Feb 2024			Comment
			Amended YTD Budget	YTD Actual	Variance (Under)/Over	
		\$	\$	\$	\$	
<i>Furniture and Equipment</i>						
Other Governance						
IT and Communication equipment	1055140	15,000	15,000	0	(15,000)	Item to be deferred at budget review
Furniture and Equipment Total		15,000	15,000	0	(15,000)	
Capital Expenditure Total		13,763,518	7,893,975	3,112,162	(4,781,813)	

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 9: INFORMATION ON BORROWINGS AND LEASES

(a) Borrowing Repayments

Particulars	Principal 1/07/2023	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$
Community Amenities									
Loan 115 Landfill Cell Extension	20,647			10,282	20,647	10,365	0	166	250
Loan 116 Liquid Waste Facility	62,324			4,920	9,887	57,404	52,437	611	1,173
Recreation and Culture									
Loan 112 Bridgetown Swimming Pool	1,183,783			38,817	78,419	1,144,966	1,105,364	23,912	47,041
Loan 117 Youth Precinct Redevelopment	153,819			9,087	18,242	144,732	135,577	1,147	2,227
Loan 118 Bridgetown Civic Centre Revitalisation	99,840			5,898	11,841	93,942	87,999	745	1,445
Loan 119 Youth Precinct Redevelopment (Stage 2)	175,000			7,027	14,212	167,973	160,788	3,932	7,706
	1,695,413	0	0	76,031	153,248	1,619,382	1,542,165	30,513	59,842

(b) New Borrowings

The Shire does not intend to undertake any new borrowings for the year ended 30th June 2024.

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 9: INFORMATION ON BORROWINGS AND LEASES

(c) Lease Liabilities

Particulars	Principal 1/07/2023	New Leases Actual	New Leases Budget	Principal Repayments		Principal Outstanding		Interest Repayments	
		\$	\$	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture									
003 Gym Equipment	19,997		0	20,014	19,997	-17	0	229	229
007 Gym Equipment	0		111,781		6,456	0.00	105,325		1,116
Other Property and Services									
001 CESM Vehicle	471	3,838	2,344	3,838	3,296	471	0	60	46
002 Photocopies and printers	6,455		0	6,455	6,455	0	0	81	81
004 EHO Vehicle	8,340		0	3,503	5,259	4,836	3,081	18	24
005 2022 Toyota Hilux (CESM)	0	57,924	58,235	9,093	13,879	48,831	44,356	1,202	1,639
006 New Mitigation Vehicle	0	23,247	21,847	1,855	8,876	21,392	12,971	169	638
	35,263	85,009	194,207	44,758	64,218	75,513	165,733	1,758	3,773

(d) New Leases

Particulars	New Leases	New Leases	New Leases
	Term	Amended Budget	Actual
		\$	\$
Other Property and Services			
001 CESM Vehicle	6 months	2,344	3,838
005 2022 Toyota Hilux (CESM)	36 months	58,235	57,924
006 New Mitigation Vehicle	24 months	21,847	23,247
007 Gym Equipment	48 months	111,781	
		194,207	85,009

SHIRE OF BRIDGETOWN-GREENBUSHES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 29 February 2024

Note 10: RATING INFORMATION

RATE TYPE	Rate in Dollar	Number of Properties	Rateable Value	Rate Revenue	Interim Rates	Total Revenue	Amended Budget Rate Revenue	Amended Budget Interim Rate	Amended Budget Total Revenue
	\$		\$	\$	\$	\$	\$	\$	\$
Differential general rates or general rates									
Shire GRV	0.102727	1,840	28,708,192	2,949,107	16,160	2,965,267	2,949,107	67,000	3,016,107
Mining GRV	0.199767	1	820,000	163,809		163,809	163,809		163,809
Shire Rural UV	0.005187	465	258,884,000	1,342,832	3,202	1,346,034	1,342,831		1,342,831
Mining UV	0.068900	22	1,274,801	87,834	16,320	104,154	87,834		87,834
Sub-Totals		2,328	289,686,993	4,543,581	35,682	4,579,263	4,543,581	67,000	4,610,581
Minimum payments	Minimum \$								
Shire GRV	1,112.00	665	3,671,960	739,480	11,730	751,210	739,480		739,480
Mining GRV	1,112.00	0	0	0		0	0		0
Shire Rural UV	1,378.00	276	50,549,200	380,328	(5,132)	375,196	380,328		380,328
Mining UV	211.00	22	31,460	4,642		4,642	4,642		4,642
Sub-Totals		963	54,252,620	1,124,450	6,597	1,131,047	1,124,450	0	1,124,450
Total general rates and minimum payments						5,710,311			5,735,031

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
<u>MUNICIPAL FUND</u>				
DIRECT DEBITS				
DD17372.1	02/02/2024	GO GO MEDIA	MONTHLY ON HOLD MESSAGE SERVICE - FEBRUARY	75.90
DD17330.1	07/02/2024	AWARE SUPER	PAYROLL DEDUCTIONS	15,591.68
DD17330.2	07/02/2024	COLONIAL FIRST STATE SUPER	PAYROLL DEDUCTIONS	695.95
DD17330.3	07/02/2024	CARE SUPER	PAYROLL DEDUCTIONS	744.27
DD17330.4	07/02/2024	NETWEALTH SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	305.00
DD17330.5	07/02/2024	MERCER SUPER TRUST	SUPERANNUATION CONTRIBUTIONS	11.56
DD17330.6	07/02/2024	REST SUPER - ACUMEN	SUPERANNUATION CONTRIBUTIONS	203.32
DD17330.7	07/02/2024	AIA AUSTRALIA LIMITED	SUPERANNUATION CONTRIBUTIONS	180.73
DD17330.8	07/02/2024	AUSTRALIAN ETHICAL RETAIL SUPER	SUPERANNUATION CONTRIBUTIONS	528.85
DD17330.9	07/02/2024	ALDRIDGE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	130.68
DD17330.10	07/02/2024	WAIKAWA DREAMING SUPERANNUATION	PAYROLL DEDUCTIONS	790.97
DD17330.11	07/02/2024	PLUM SUPER	SUPERANNUATION CONTRIBUTIONS	281.46
DD17330.12	07/02/2024	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	335.28
DD17330.13	07/02/2024	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	281.46
DD17330.14	07/02/2024	ONEANSWER FRONTIER SUPER	SUPERANNUATION CONTRIBUTIONS	281.46
DD17330.15	07/02/2024	TRUBUD SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	295.68
DD17330.16	07/02/2024	GUILD SUPER	SUPERANNUATION CONTRIBUTIONS	565.44
DD17330.17	07/02/2024	AMP SUPER FUND	SUPERANNUATION CONTRIBUTIONS	355.22
DD17330.18	07/02/2024	UNISUPER	SUPERANNUATION CONTRIBUTIONS	801.74
DD17330.19	07/02/2024	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	3,395.01
DD17330.20	07/02/2024	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	213.83
DD17330.21	07/02/2024	ANZ CHOICE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	385.98
DD17330.22	07/02/2024	HOST PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	324.51
DD17344.1	07/02/2024	AWARE SUPER	SUPERANNUATION CONTRIBUTIONS	121.60
DD17372.2	15/02/2024	SG FLEET AUSTRALIA PTY LTD	MONTHLY LEASE FOR SHARED ENVIRONMENTAL HEALTH OFFICER	484.22
DD17372.3	15/02/2024	FLEET PARTNERS PTY LTD	MONTHLY LEASE FOR CESM & BRMO VEHICLES	3,000.23
DD17360.1	21/02/2024	AWARE SUPER	PAYROLL DEDUCTIONS	14,511.81
DD17360.2	21/02/2024	COLONIAL FIRST STATE SUPER	PAYROLL DEDUCTIONS	695.95

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
DD17360.3	21/02/2024	CARE SUPER	PAYROLL DEDUCTIONS	774.91
DD17360.4	21/02/2024	MERCER SUPER TRUST	SUPERANNUATION CONTRIBUTIONS	23.11
DD17360.5	21/02/2024	REST SUPER - ACUMEN	SUPERANNUATION CONTRIBUTIONS	203.33
DD17360.6	21/02/2024	AUSTRALIAN ETHICAL RETAIL SUPER	SUPERANNUATION CONTRIBUTIONS	560.37
DD17360.7	21/02/2024	AIA AUSTRALIA LIMITED	SUPERANNUATION CONTRIBUTIONS	94.70
DD17360.8	21/02/2024	ALDRIDGE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	191.92
DD17360.9	21/02/2024	WAIKAWA DREAMING SUPERANNUATION	PAYROLL DEDUCTIONS	790.97
DD17360.10	21/02/2024	PLUM SUPER	SUPERANNUATION CONTRIBUTIONS	281.46
DD17360.11	21/02/2024	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	281.46
DD17360.12	21/02/2024	GUILD SUPER	PAYROLL DEDUCTIONS	565.44
DD17360.13	21/02/2024	ONEANSWER FRONTIER SUPER	SUPERANNUATION CONTRIBUTIONS	281.46
DD17360.14	21/02/2024	TRUBUD SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	328.54
DD17360.15	21/02/2024	AMP SUPER FUND	SUPERANNUATION CONTRIBUTIONS	388.92
DD17360.16	21/02/2024	UNISUPER	SUPERANNUATION CONTRIBUTIONS	778.73
DD17360.17	21/02/2024	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	3,417.14
DD17360.18	21/02/2024	HESTA SUPER	SUPERANNUATION CONTRIBUTIONS	213.83
DD17360.19	21/02/2024	ANZ CHOICE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	381.09
DD17360.20	21/02/2024	HOST PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	338.11
DD17360.21	21/02/2024	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	279.10
B/S	02/01/2024	WESTPAC BANK	MERCHANT FEES	347.83
B/S	02/01/2024	WESTPAC BANK	MONTHLY BANK ACCOUNT FEES	1,115.28
B/S	05/02/2024	WESTPAC BANK	ONE-OFF PAYROLL PAYMENT - 05/02/2024	9,750.92
B/S	08/02/2024	WESTPAC BANK	TOTAL WAGES FOR 25/01/2024 -07/02/2024	173,411.40
B/S	13/02/2024	WESTPAC BANK	ONE-OFF PAYROLL PAYMENT - 13/02/2024	28,010.31
B/S	21/02/2024	WESTPAC BANK	TOTAL WAGES FOR 08/02/2024 - 21/02/2024	165,992.86
WESTPAC CORPORATE CREDIT CARD - CEO				
B/S	04/01/2024	GROUNDDED ESPRESSO	REFRESHMENTS FOR REGIONAL DEVELOPMENT AUST MEETING	12.50
B/S	05/01/2024	THE MUSHROOM AT NO 61	REFRESHMENTS FOR BALINGUP RAIL PROJECT MEETING	16.00
B/S	05/01/2024	CHINA BAR	REFRESHMENTS FOR TOWN PLAN SCHEME 5 MEETING	20.81
B/S	05/01/2024	CHAT GPT	MONTHLY SUBSCRIPTION TO CHAT GPT PLUS	30.76

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
B/S	05/01/2024	AMPOL FORREST	REFRESHMENT DURING TRIP TO PERTH	9.30
B/S	05/01/2024	AMPOL FORREST	REFRESHMENTS PURCHASED DURING TRIP TO PERTH	16.85
B/S	8/01/2024	CHINA BAR	REFRESHMENT FOR TOWN SCHEME PLAN 5 MEETING	18.78
B/S	08/01/2024	MCDONALDS BUNBURY	REFRESHMENTS PURCHASED FOR RDA SOUTHWEST MEETING	17.45
B/S	09/01/2024	ADOBE	MONTHLY SUBSCRIPTION TO ADOBE CREATIVE CLOUD	79.99
B/S	14/01/2024	TEAM GANTT	MONTHLY GANTT SOFTWARE SUBSCRIPTION	301.69
B/S	18/01/2024	CHRISTMAS AT 139	REFRESHMENTS FOR MEETING WITH SHIRE PRESIDENT	28.00
B/S	22/01/2024	SAI GLOBAL	PURCHASE INTERNET DOWNLOAD OF WORK HEALTH & ISO STANDARDS	76.08
B/S	29/01/2024	VISTA PRINT	ACRYLIC SIGNS FOR ADMIN BUILDING LIFT & COUNCIL CHAMBERS	160.98
B/S	04/02/2024	WESTPAC	MONTHLY CARD FEE	10.00
WESTPAC CORPORATE CREDIT CARD - DCS				
B/S	04/01/2024	ESSENDEX	2000 SMS CREDITS FOR HARVEST AND MOVEMENT BANS	286.00
B/S	10/01/2024	MAILCHIMP	MONTHLY SUBSCRIPTION FOR VC NEWSLETTER DISTRIBUTION	39.90
B/S	18/01/2024	GOLFBOX	GRATUITY GIFT FOR DEPARTING STAFF MEMBER	500.00
B/S	18/01/2024	GOLFBOX	GRATUITY GIFT FOR DEPARTING STAFF MEMBER	30.00
B/S	19/01/2024	BP BRIDGETOWN	REFUEL YORNUP LIGHT TANKER	102.30
B/S	24/01/2024	DEPT OF JUSTICE	LODGEMENT OF COURT HEARING NOTICE	171.70
B/S	30/01/2024	ESSENDEX	5000 SMS CREDITS FOR HARVEST AND MOVEMENT BANS	687.50
B/S	04/02/2024	WESTPAC	MONTHLY CARD FEE	10.00
AMPOL FUEL CARD PURCHASES				
DD17372.4	07/02/2024	B031	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	479.86
DD17264.1	07/02/2024	B8880	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	395.87
DD17264.1	07/02/2024	1IBK177	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	374.99
DD17264.1	07/02/2024	B8598	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	594.18
DD17264.1	07/02/2024	B271	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	48.78
DD17264.1	07/02/2024	B0111	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	351.31
DD17264.1	07/02/2024	0B	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	93.49
DD17264.1	07/02/2024	B0010	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	535.15
DD17264.1	07/02/2024	B0100	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	954.18
DD17264.1	07/02/2024	B1158	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	175.53

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
DD17264.1	07/02/2024	B16240	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	125.80
DD17264.1	07/02/2024	1HNO351	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	67.22
DD17264.1	07/02/2024	B17189	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	127.60
DD17264.1	07/02/2024	B077	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	68.13
DD17264.1	07/02/2024	B15224	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	113.25
DD17264.1	07/02/2024	B0103	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	335.38
DD17264.1	07/02/2024	25OK	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	53.29
DD17264.1	07/02/2024	B8844	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	134.77
DD17264.1	07/02/2024	B17187	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	129.65
DD17264.1	07/02/2024	B8824	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	121.31
DD17264.1	07/02/2024	B8924	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	146.19
DD17264.1	07/02/2024	B8834	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	233.50
DD17264.1	07/02/2024	GR34	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	145.44
DD17264.1	07/02/2024	1TKA760	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	1,935.94
DD17264.1	07/02/2024	B17105	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	452.33
DD17264.1	07/02/2024	B16698	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	97.61
DD17264.1	07/02/2024	B7949	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	75.29
DD17264.1	07/02/2024	B7930	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	412.04
DD17264.1	07/02/2024	122B	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	342.33
DD17264.1	07/02/2024	1GPQ510	PURCHASES ON FUEL CARDS FOR THE MONTH OF JANUARY	12.75
BPAY				
150220241	15/02/2024	MAGSHOP	1 YEAR SUBSCRIPTION TO BETTER HOMES AND GARDENS MAGAZINE	80.00
150220242	15/02/2024	TELSTRA	TELEPHONE & INTERNET CHARGES FOR JANUARY	2,310.47
2022024	02/02/2024	TELSTRA	TELEPHONE & INTERNET CHARGES FOR JANUARY	1,296.69
27022024	27/02/2024	TELSTRA	TELEPHONE & INTERNET CHARGES FOR FEBRUARY	1,247.13
ELECTRONIC PAYMENTS				
EFT38402	01/02/2024	ABCO PRODUCTS PTY LTD	BULK CLEANING SUPPLIES	349.01
EFT38403	01/02/2024	ADAM JENKINS TREE SERVICES	REMOVAL OF OVERHANGING VEGETATION	1,430.00
EFT38404	01/02/2024	ARROW BRONZE	MEMORIAL PLAQUES	324.08
EFT38405	01/02/2024	B & B STREET SWEEPING PTY LTD	MONTHLY DRAINAGE MAINTENANCE FOR JANUARY	1,914.00

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT38406	01/02/2024	BESAFE BUILDING INSPECTIONS	DESIGN COMPLIANCE CERT FOR WANDILLUP & GREENBUSHES FIRE STATIONS	1,380.00
EFT38407	01/02/2024	BLACKWOOD RURAL SERVICES	BRUSH CUTTER REPAIR AND MINOR PARTS	456.20
EFT38408	01/02/2024	BLACKWOODS	PPE FOR WORKS CREW	227.15
EFT38409	01/02/2024	LIONS CLUB OF BRIDGETOWN INC	LIONS BBQ VAN & SAUSAGE SIZZLE FOR COMMUNITY CHRISTMAS PARTY	200.00
EFT38410	01/02/2024	BRIDGETOWN MITRE 10 & RETRAVISION	DVD FOR FILM FESTIVAL, GAS BOTTLE & MINOR MAINTENANCE SUPPLIES	240.53
EFT38411	01/02/2024	BRIDGETOWN PAINT SALES	STAIN SEALER AND METHYLATED SPIRITS	193.45
EFT38412	01/02/2024	BRIDGETOWN TIMBER & HARDWARE	RAPID SET CONCRETE	103.00
EFT38413	01/02/2024	BULLIVANTS PTY LTD	ANNUAL INSPECTION, & CERTIFICATES FOR 5 X CONCRETE CLUTCHES	387.64
EFT38414	01/02/2024	BUNNINGS TRADE	2 X 3M X 6M GAZEBOS FOR OUTDOOR COMMUNITY EVENTS	538.00
EFT38415	01/02/2024	BUNBURY PLASTICS	3MM 570 X 570 WHITE OPAL PERSPEX SKYLIGHT	36.00
EFT38416	01/02/2024	DAVMECH	REPAIRS TO BOMAG WASTE COMPACTOR	1,157.09
EFT38417	01/02/2024	EMERGE ASSOCIATES	PLANNING FOR THE GEEGELUP BROOK REHABILITATION PROJECT - CLAIM 2	32,692.00
EFT38418	01/02/2024	GREENBUSHES ROADHOUSE	DIESEL FOR GREENBUSHES FIRETENDER	225.13
EFT38419	01/02/2024	HANSEN'S HOT BREAD SHOP	MEALS FOR CHRISTMAS LUNCH AND COMMUNITY PARTY & OHS MEETING	630.00
EFT38420	01/02/2024	HARMONIC ENTERPRISES PTY LTD	MONTHLY MANAGED SERVICES - JANUARY 2024	2,640.00
EFT38421	01/02/2024	H C JONES & CO	MINOR PLUMBING REPAIRS	380.00
EFT38422	01/02/2024	ILLION TENDERLINK	SHIRE ADVERTISING	181.50
EFT38423	01/02/2024	INDEPENDENT WINDSCREENS	REPLACEMENT WINDSCREENS & RECALIBRATE CAMERAS FOR LIGHT VEHICLE	1,320.00
EFT38424	01/02/2024	INTERFIRE AGENCIES PTY LTD	DFES PPE UNIFORMS & WARNING LIGHT FOR BUSHFIRE VEHICLE	12,084.10
EFT38425	01/02/2024	MANJIMUP TOYOTA & MITSUBISHI	100,000 KM SERVICE FOR FLEET VEHICLE	551.19
EFT38426	01/02/2024	METAL ARTWORK BADGES	DESK NAME PLAQUES FOR COUNCIL CHAMBERS FOR NEW COUNCILLORS	90.09
EFT38427	01/02/2024	MUIRS MANJIMUP	SERVICE FOR LIGHT VEHICLE & BATTERY SYSTEM FOR MITIGATION VEHICLE	2,865.34
EFT38428	01/02/2024	NJ MECHANICAL	CLUTCH MASTER CYLINDER & CLUTCH BOOSTER FOR BFB LIGHT VEHICLE	973.50
EFT38429	01/02/2024	P.F.I SUPPLIES	VACUUM CLEANER & ACCESSORIES	489.00
EFT38430	01/02/2024	MARK PYBUS	VISITOR CENTRE STOCK	110.00
EFT38431	01/02/2024	QUALITY SHOP	PRINTING, STATIONERY & VISITOR CENTRE BOOKLETS	3,168.00
EFT38432	01/02/2024	SEEK LIMITED	RECRUITMENT ADVERTISING	484.00
EFT38433	01/02/2024	SHIRE SOCIAL CLUB	PAYROLL DEDUCTIONS	144.00
EFT38434	01/02/2024	SYNERGY	ELECTRICITY CHARGES	8,516.37
EFT38435	01/02/2024	LGRCEU	PAYROLL DEDUCTIONS	132.00

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT38436	01/02/2024	WESTRAC PTY LTD	PARTS FOR THE CATERPILLAR BACKHOE LOADER	321.75
EFT38437	01/02/2024	WA ELECTORAL COMMISSION	COSTS FOR THE 2023 LOCAL ELECTION	32,616.89
EFT38438	01/02/2024	WISEMAN SIGNS	SIGNS & STANDS FOR LEMONADE STAND FOR BRIDGETOWN SHOW STALL	682.00
EFT38439	13/02/2024	BRC BUILDING SOLUTIONS PTY LTD	DELIVERY OF CAPITAL BUILDING WORKS FOR BRIDGETOWN CIVIC CENTRE	78,959.92
EFT38440	15/02/2024	ABCO PRODUCTS PTY LTD	BULK CLEANING SUPPLIES	309.94
EFT38441	15/02/2024	GAIL MARIE ALDRIDGE	REIMBURSEMENT FOR PRE-EMPLOYMENT MEDICAL ASSESSMENT	130.00
EFT38442	15/02/2024	S LYNNE & T VAN AMERONGEN	REFUND OF EARTHWORKS BOND	600.00
EFT38443	15/02/2024	MATTHEW ANDREWS	DJ SERVICES FOR SUMMER FILM FESTIVAL NEW YEARS EVE	400.00
EFT38444	15/02/2024	ARTREF PTY LTD	INK CARTRIDGES FOR HP DESIGNJET	1,140.54
EFT38445	15/02/2024	AUSTRALIA POST	POSTAGE FOR THE MONTH OF JANUARY	1,153.48
EFT38446	15/02/2024	JANICE BERRY	REFUND OF BOND FOR COMMUNITY STALL HIRE	50.00
EFT38447	15/02/2024	BETTER TELCO SOLUTIONS PTY LTD	MONTHLY TELEPHONE CHARGES FOR JANUARY	442.52
EFT38448	15/02/2024	BLACKWOOD RURAL SERVICES	DAVEY FLOODFIGHTER 3 TRANSFER PUMP	2,079.00
EFT38449	15/02/2024	BLACKWOOD ENVIRONMENT SOCIETY	COMMUNITY LANDCARE SERVICE 01/01/2024 - 30/06/2024	25,029.40
EFT38450	15/02/2024	BLACKWOOD FRESH	REFRESHMENTS FOR STAFF TRAINING	65.17
EFT38451	15/02/2024	BLACKWOOD PROPERTY MAINTENANCE	LIBRARY ROOFTOP GARDEN REMOVAL WORKS & MATERIALS	13,388.50
EFT38452	15/02/2024	BLACKWOOD PLUMBING AND GAS	INVESTIGATION AND REPAIRS TO PLUMBING	2,607.00
EFT38453	15/02/2024	BLUE FORCE PTY LTD	RFID KEY FOBS FOR BLC	1,446.70
EFT38454	15/02/2024	BRIDGETOWN HISTORICAL SOCIETY INC.	SUPPORT FOR ONGOING CULTURAL SERVICES TO COMMUNITY & TOURISM	2,000.00
EFT38455	15/02/2024	BTOWN VOLUNTEER BUSH FIRE BRIGADE	REIMBURSEMENT FOR SUPPLIES PURCHASED DURING INCIDENTS	458.52
EFT38456	15/02/2024	BRIDGETOWN MITRE 10 & RETRAVISION	MINOR MAINTENANCE ITEMS	16.19
EFT38457	15/02/2024	BRIDGETOWN PAINT SALES	LINEMARKING PAINT AND VARIOUS MAINTENANCE SUPPLIES	423.80
EFT38458			CANCELLED	
EFT38459	15/02/2024	BRIDGETOWN NEWSAGENCY	MONTHLY NEWSPAPER CHARGES FOR JANUARY & STATIONERY	116.90
EFT38460	15/02/2024	BRIDGETOWN TYRES	SUPPLY AND FIT 2 X TYRES FOR LOADER AND TYRE REPAIRS TO TRAILER	5,660.00
EFT38461	15/02/2024	BRIDGETOWN COMPUTERS	UPGRADE TOSHIBA LAPTOP FOR SES	360.00
EFT38462	15/02/2024	BRISKLEEN SUPPLIES PTY LTD	JUMBO 2 PLY TOILET ROLLS	1,124.20
EFT38463	15/02/2024	BUNNINGS TRADE	NARVA AMBER SENTRY LED PORTABLE STROBE FOR FLEET VEHICLE	150.30
EFT38464	15/02/2024	BUSHFIRE PRONE PLANNING	SITE VISITS, BAL ASSESSMENTS AND CONTOUR MAP	2,807.75
EFT38465	15/02/2024	CAMPBELLS CANNING VALE	FOOD & DRINKS FOR RESALE AT THE BLC CAFE	614.30

SHIRE OF BRIDGETOWN-GREENBUSHES
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Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT38466	15/02/2024	CITY AND REGIONAL FUELS	GAS BOTTLE REFILL FOR AUSTRALIA DAY BBQ	30.00
EFT38467	15/02/2024	COUNTRY LANDSCAPING & IRRIGATION	SPORTS GROUND IRRIGATION AND PUMPHOUSE PROJECT	183,239.77
EFT38468	15/02/2024	CRANETECH AUSTRALIA PTY LTD	PARTS FOR TIP TRUCK	1,249.89
EFT38469	15/02/2024	D & J COMMUNICATIONS	INSTALL CELL-FI UNIT IN MITIGATION VEHICLE	1,390.18
EFT38470	15/02/2024	DATA#3	OFFICE 365 BUSINESS LICENSES FOR JAN & ANNUAL ADOBE CLOUD LICENCE	3,412.01
EFT38471	15/02/2024	DEPT WATER & ENVIRONMENTAL REGS	APPLICATION FOR AMENDMENT TO LICENCE	544.00
EFT38472	15/02/2024	RYAN CRAIG DIMOV	POOL OPERATION AND LIFEGUARD DUTIES	990.00
EFT38473	15/02/2024	DOMESTIC MAINTENANCE SW	REPLACE TENNIS CLUB GUTTERS & MINOR REPAIRS & MAINTENANCE	4,559.75
EFT38474	15/02/2024	MARY MYFANWY EVANS	MUSICAL ENTERTAINMENT FOR AUSTRALIA DAY BREAKFAST EVENT AT BLC	300.00
EFT38475	15/02/2024	FAIRTEL PTY LTD	MONTHLY TELEPHONE & NBN CHARGES FOR SES - JANUARY	164.54
EFT38476	15/02/2024	FONTY'S HIRE	PORTA-LOO HIRE FOR DEPOT - JANUARY	264.00
EFT38477	15/02/2024	GARVS AUTO ELECTRICS PTY LTD	REPAIRS TO HEAVY VEHICLES, LIGHT FLEET & DFES FLEET	1,436.00
EFT38478	15/02/2024	NICOLE JULIA GIBBS	REIMBURSEMENT OF GAS CYLINDERS	350.59
EFT38479	15/02/2024	GOLDEN CAPPED ROOFING PTY LTD	SUPPLY & INSTALL REPLACEMENT RIDGE VENTS ON 2 X BUILDINGS	17,600.00
EFT38480	15/02/2024	GRL NOMINEES PTY LTD	SUPPLY OF GRAVEL FOR GRAVEL SHEETING WORKS	23,100.00
EFT38481	15/02/2024	HANSEN'S HOT BREAD SHOP	AUSTRALIA DAY BREAKFAST SUPPLIES & REFRESHMENTS FOR TRAINING	566.00
EFT38482	15/02/2024	H C JONES & CO	EXPOSE STORM WATER PIT FOR BUILDING DOWNPIPE RE-CONNECTION	120.00
EFT38483	15/02/2024	HENRI NOUWEN HOUSE	23/24 NON-CONTESTABLE GRANT	12,835.00
EFT38484	15/02/2024	HILLVIEW ELECTRICAL SERVICE	INSTALL DOUBLE OUTLET TO WASHDOWN BAY AT ICC	1,210.00
EFT38485	15/02/2024	INTERPHONE	MONTHLY INTERNET CHARGES FOR ADMIN OFFICE - FEBRUARY	130.90
EFT38486	15/02/2024	INTERFIRE AGENCIES PTY LTD	DFES PPE UNIFORMS	2,959.06
EFT38487	15/02/2024	ANITA IURETIGH	REFUND OF BOND FOR COMMUNITY STALL HIRE	100.00
EFT38488	15/02/2024	JOHNSON'S FOOD SERVICES	FOOD ITEMS FOR RESALE BLC	1,010.79
EFT38489	15/02/2024	LANDGATE	LAND VALUATION ENQUIRY CHARGES	317.39
EFT38490	15/02/2024	LINFOX ARMAGUARD PTY LTD	ARMAGUARD CASH COLLECTION SERVICE - JANUARY	338.47
EFT38491	15/02/2024	LITTLE HENRY'S DINER PTY LTD	PROVIDE MEALS FOR COUNCIL MEETING	168.60
EFT38492	15/02/2024	LPD SURVEYS	FEATURE SURVEY OF THE GREENBUSHES LOCAL ROADS	24,934.80
EFT38493	15/02/2024	LUSH FIRE AND PLANNING	REVIEW BUSHFIRE DOCUMENTS	495.00
EFT38494	15/02/2024	MEAGAN JAYNE MAHER	REFUND OF EARTHWORKS BOND	600.00
EFT38495	15/02/2024	MANJIMUP BOUNCY CASTLES	INFLATABLE BOUNCY CASTLE HIRE FOR COMMUNITY CHRISTMAS PARTY	1,390.00

SHIRE OF BRIDGETOWN-GREENBUSHES
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EFT38496	15/02/2024	J.L & G.F MAY	DIG AND BACKFILL GRAVE	880.00
EFT38497	15/02/2024	MCLEODS	LEGAL ADVICE	1,442.10
EFT38498	15/02/2024	NELSONS OF BRIDGETOWN	2 X NIGHTS ACCOMMODATION FOR INCOMING STAFF MEMBER	376.00
EFT38499	15/02/2024	NJ MECHANICAL	REPAIR EXTERNAL DOOR HANDLE ON WATER TANKER	189.75
EFT38500	15/02/2024	OFFICEWORKS LTD	MOBILE PHONE & ACCESSORIES, NIGHTHAWK ADAPTOR & A4 PAPER	1,393.75
EFT38501	15/02/2024	P.F.I SUPPLIES	VACUUM CLEANER AND ACCESSORIES	489.00
EFT38502	15/02/2024	QUALITY SHOP	PRE-START BOOKS, SELF INKING STAMP & PEOPLE COUNTERS	274.97
EFT38503	15/02/2024	DARREN REEVES	SEAL & CLEAN BRICKWORK, REPAIR STAIRWAY & LIBRARY ROOFTOP WORKS	18,271.00
EFT38504	15/02/2024	RICHFEEDS AND RURAL SUPPLIERS	PEE FOR WORKS CREW	245.50
EFT38505	15/02/2024	ROOF ACCESS WA PTY LTD	ANNUAL COMPLIANCE ON ROOF ACCESS SYSTEM TO LIBRARY	880.00
EFT38506	15/02/2024	RURAL INFRASTRUCTURE SERVICES	ENGINEERING CONSULTANCY SERVICES FOR JANUARY 2024	2,310.00
EFT38507	15/02/2024	SAI GLOBAL AUSTRALIA PTY LTD	PURCHASE OF AUSTRALIAN STANDARDS	298.71
EFT38508	15/02/2024	SANDS FRIDGE LINES	FREIGHT	61.48
EFT38509	15/02/2024	SCOTT'S TAVERN	SUPPLY BEVERAGES FOR COUNCIL MEETINGS	197.96
EFT38510	15/02/2024	SCOPE BUSINESS IMAGING	MONTHLY PHOTOCOPYING AND PRINTING CHARGES 23/24 - JANUARY	1,397.88
EFT38511	15/02/2024	SCULLEY'S SMASH REPAIRS	INSURANCE EXCESS REPAIRS TO FLEET	600.00
EFT38512	15/02/2024	SETON AUSTRALIA PTY LTD	EMERGENCY SIGNAGE	48.71
EFT38513	15/02/2024	SJ DAVIES & GB GILES	ADVICE PROVIDED ON WORK HEALTH & SAFETY ACT 2020 (WA)	1,277.10
EFT38514	15/02/2024	SOUTH WEST FIRE UNITS	FIT DFES SPECIFICATION SIGNAGE, SIREN AND LIGHTING TO CSEM VEHICLE	9,127.68
EFT38515	15/02/2024	STEWART & HEATON CLOTHING CO	BFB PPE UNIFORMS	367.36
EFT38516	15/02/2024	SYNERGY	ELECTRICITY CHARGES	18,298.99
EFT38517	15/02/2024	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT CHARGES	843.45
EFT38518	15/02/2024	THE STABLES IGA	MONTHLY GROCERIES, GROCERIES FOR AUS DAY BREAKFAST AND MEETING	2,964.96
EFT38519	15/02/2024	TOTAL GREEN RECYCLING	RECYCLING OF 3200KG OF E-WASTE FROM THE WASTE FACILITY	1,607.83
EFT38520	15/02/2024	T-QUIP	PARTS FOR MOWER	687.95
EFT38521	15/02/2024	UDLA	PROVISION OF A FOOTPATH MASTERPLAN TO GREENBUSHES TOWNSITE	28,050.00
EFT38522	15/02/2024	VESTONE CAPITAL PTY LIMITED	QUARTERLY RENTAL OF BLC GYM EQUIPMENT	7,422.49
EFT38523	15/02/2024	WARREN ELECTRICAL SERVICE	BRIDGETOWN SPORTS GROUND UPGRADE - CLAIM 2	153,317.77
EFT38524	15/02/2024	WATTLESEED BARN CAFE & FLORIST	MORNING TEA FOR LIBRARY & AIC COMMITTEE	195.46
EFT38525	15/02/2024	WESTRAC PTY LTD	5000 HR SERVICE AND REPLACEMENT PARTS FOR CAT BACKHOE LOADER	3,848.37

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EFT38526	15/02/2024	SIDNEY WHITING	PA EQUIPMENT HIRE FOR AUSTRALIA DAY BREAKFAST	300.00
EFT38527	15/02/2024	WILLCOX & ASSOCIATES PTY LTD	DETAILED DESIGN & CONTRACT SERVICES FOR NEW SHIRE DEPOT	22,000.00
EFT38528	15/02/2024	WINC AUSTRALIA PTY LTD	BULK STATIONERY & CLEANING SUPPLIES	2,405.61
EFT38529	19/02/2024	AUSTRALIAN TAXATION OFFICE	BAS FOR JANUARY 2024	19,338.00
EFT38536	29/02/2024	JULIA ANN BOYLE	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38537	29/02/2024	BCITF	BCITF LEVIES FOR JANUARY 2023	363.50
EFT38538	29/02/2024	MIKKEL SKOU CHRISTENSEN	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38539	29/02/2024	DMIRS	BSL'S COLLECTED FOR JANUARY	646.85
EFT38540	29/02/2024	MICHAEL JOHN FLETCHER	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38541	29/02/2024	TRACY LANSDELL	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38542	29/02/2024	SEAN MICHAEL MAHONEY	MONTHLY COUNCILLOR ALLOWANCE	1,507.13
EFT38543	29/02/2024	JENNIFER MARY MOUNTFORD	MONTHLY COUNCILLOR ALLOWANCE	3,416.00
EFT38544	29/02/2024	LYNDON GRAEME PEARCE	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38545	29/02/2024	ANTONINO PRATICO	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38546	29/02/2024	REBECCA REDMAN	MONTHLY COUNCILLOR ALLOWANCE	1,026.50
EFT38547	29/02/2024	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSIONS COLLECTED FOR JANUARY 2024	61.50
EFT38548	29/02/2024	AMITY SIGNS	SHIRE SIGNAGE	847.55
EFT38549	29/02/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	RATES DEBT COLLECTION CHARGES	685.50
EFT38550	29/02/2024	ANIMAL CARE EQUIPMENT & SERVICES	FIVE CARTONS PREMIUM COMPOSTABLE DOGGY BAGS	1,375.42
EFT38551	29/02/2024	AT PLUMBING & GAS	INSTALL SEPTIC SYSTEM AT GREENBUSHES DISCOVERY CENTRE	6,484.17
EFT38552	29/02/2024	BLACKWOOD PROPERTY MAINTENANCE	LIBRARY ROOFTOP GARDEN REMOVAL WORKS	5,500.00
EFT38553	29/02/2024	BLACKWOOD VALLEY BUILDING	GREENBUSHES GOLF CLUB ABLUTION RENOVATION	32,483.51
EFT38554	29/02/2024	BOOEASY PTY LTD	BOOEASY MONTHLY FEE FOR VISITOR CENTRE - JANUARY	220.00
EFT38555	29/02/2024	BRIDGETOWN POTTERY RESTAURANT	CATERING FOR CONCEPT FORUM & STRATEGIC PRIORITIES FORUM	1,347.50
EFT38556	29/02/2024	BRIDGETOWN BULLDOZING PTY LTD	CONTRACT MACHINERY HIRE FOR DFES	962.50
EFT38557	29/02/2024	BTOWN VOLUNTEER BUSH FIRE BRIGADE	REIMBURSEMENT FOR SUPPLIES PURCHASED DURING INCIDENTS	165.14
EFT38558	29/02/2024	BRIDGETOWN MITRE 10 & RETRAVISION	GAS BOTTLE FOR GREENBUSHES POOL, PPE & MINOR ITEMS	574.77
EFT38559	29/02/2024	BRIDGETOWN PAINT SALES	EXTENSION LEADS, PAINT AND CLR	271.60
EFT38560	29/02/2024	BRIDGETOWN PRIMARY SCHOOL	AWARD DONATION FOR YEAR 6 GRADUATION	55.00
EFT38561	29/02/2024	BRIDGETOWN TYRES	TYRE REPAIRS FOR SHIRE FLEET	170.00

SHIRE OF BRIDGETOWN-GREENBUSHES
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EFT38562	29/02/2024	BTOWN BOARDING KENNELS & CATTERY	MONTHLY KENNEL AND CATTERY IMPOUND CHARGES - JANUARY	445.50
EFT38563	29/02/2024	BRIDGETOWN TIMBER & HARDWARE	MAKITA PLUNGE ROUTER, LIBRARY CHUTE SUPPLIES & VARIOUS ITEMS	1,105.85
EFT38564	29/02/2024	BROOKS HIRE SERVICE PTY LTD	EXCAVATOR & MULCHER HIRE FOR MAF PROGRAM	14,336.92
EFT38565	29/02/2024	CHEFMASTER AUSTRALIA	ROLLS OF CLEAR STRETCH WRAP FOR CHRISTMAS DECORATIONS	160.00
EFT38566	29/02/2024	CIVIL & STRUCTURAL ENGINEERS	BRIDGETOWN TOWN HALL CONSERVATION AND ADAPTION PROJECT	5,406.50
EFT38567	29/02/2024	CLEANAWAY PTY LTD	WASTE COLLECTION SERVICES - JANUARY	112,780.35
EFT38568	29/02/2024	CLEANWAY XTRA CLEANING SERVICES	MONTHLY COURT CLEANING FOR BLC FOR JANUARY	879.10
EFT38569	29/02/2024	COMMISSIONER OF POLICE	NATIONAL POLICE CHECK FOR 1 X LIBRARY VOLUNTEER STAFF	17.00
EFT38570	29/02/2024	NEIL WILLIAM CUMMING	RATES REFUND	463.17
EFT38571	29/02/2024	CUSTOM SERVICE LEASING LTD	CESM VEHICLE COMPLETED LEASE - FEBRUARY	612.63
EFT38572	29/02/2024	RYAN CRAIG DIMOV	POOL OPERATION DUTIES	495.00
EFT38573	29/02/2024	DOMESTIC MAINTENANCE SW	REPLACEMENT TARPAULIN FOR ARCHIVE SHED AT FIRE DAMAGED DEPOT	4,260.00
EFT38574	29/02/2024	DORMAKABA AUSTRALIA PTY LTD	AUTOMATIC DOOR SERVICING AT BLC	605.00
EFT38575	29/02/2024	FULTON HOGAN INDUSTRIES PTY LTD	12 TONNE BITUMEN PREMIX FOR ROAD MAINTENANCE	2,885.78
EFT38576	29/02/2024	GARVS AUTO ELECTRICS PTY LTD	DIAGNOSIS & TRACE FAULT FOR GREENBUSHES FIRE TENDER	120.00
EFT38577	29/02/2024	GE & CJ GIBLETT	MOW & SLASH FOR FIRE COMPLIANCE	275.00
EFT38578	29/02/2024	GOLDEN CAPPED ROOFING PTY LTD	SUPPLY & INSTALL UPPER CAPPING TO RIDGE VENT FOR BLC	17,600.00
EFT38579	29/02/2024	GRACE RECORDS MANAGEMENT	COLLECTION & DELIVERY OF 240 LITRE CONFIDENTIAL BINS	313.50
EFT38580	29/02/2024	HARMONIC ENTERPRISES PTY LTD	ANNUAL FORTIGATE THREAT PROTECTION FOR LIBRARY & ULTRIUM TAPES	1,266.10
EFT38581	29/02/2024	H C JONES & CO	SUPPLY & INSTALL 2 X 270L HWS FOR BLC & MINOR PLUMBING WORKS	7,890.00
EFT38582	29/02/2024	INTERFIRE AGENCIES PTY LTD	PPE FOR FIREFIGHTERS	2,911.15
EFT38583	29/02/2024	ITR PACIFIC PTY LTD	GRADER BLADES FOR JOHN DEERE GRADER	1,540.00
EFT38584	29/02/2024	IXOM OPERATIONS PTY LTD	MONTHLY RENTAL FOR 920KG CHLORINE GAS CYLINDER FOR JANUARY	174.25
EFT38585	29/02/2024	JETLINE KERBING CONTRACTORS	KERBING WORKS TO COLLINS ST	3,927.00
EFT38586	29/02/2024	J.J MEEHAN & B.K MEEHAN	SUPPLY OF GRAVEL FOR GRAVEL SHEETING WORKS	15,900.00
EFT38587	29/02/2024	JOHNSON'S FOOD SERVICES	FOOD ITEMS FOR RESALE AT THE BLC CAFE	1,497.50
EFT38588	29/02/2024	JTAGZ	ANIMAL REGISTRATION TAGS	116.60
EFT38589	29/02/2024	LANDGATE	LAND VALUATION ENQUIRY CHARGES	87.01
EFT38590	29/02/2024	KIM LONGMAN	REIMBURSEMENT FOR RENEWAL OF HIGH RISK WORK LICENCE	44.00
EFT38591	29/02/2024	TERESA MACDONALD	PARTIAL REFUND OF DOG REGISTRATION FEES AS PER DOG ACT	15.00

SHIRE OF BRIDGETOWN-GREENBUSHES
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EFT38592	29/02/2024	MANJIMUP TOYOTA & MITSUBISHI	105,000KM SERVICE FOR FLEET VEHICLE	951.95
EFT38593	29/02/2024	J.L & G.F MAY	GRAVE DIGGING & EXCAVATOR WET HIRE FOR SPROTSGROUND TRENCH	1,760.00
EFT38594	29/02/2024	SAMUEL DAVID MCINTYRE	REFUND OF ANIMAL TRAP BOND LESS HIRE FESS	38.50
EFT38595	29/02/2024	JULIE DORIS MCLACLAN-KARAFILIS	REFUND OF ANIMAL TRAP BOND LESS HIRE FEES	43.10
EFT38596	29/02/2024	MUIRS MANJIMUP	SUPPLY & INSTALL LOCKABLE REAR COVER FOR MITIGATION VEHICILE	4,546.91
EFT38597	29/02/2024	ND ENGINEERING ENTERPRISES PTY LTD	CONSULTANCY SERVICES FOR AIR-CON & VENTILATION FOR CIVIC CENTRE	7,568.00
EFT38598	29/02/2024	NEV'S STEEL	HIRE OF CRANE TO PUT DINGO ONTO ROOF AT LIBRARY	660.00
EFT38599	29/02/2024	OLD DOG DIRT AND DIESEL	SERVICING OF SHIRE HEAVY FLEET VEHICLES	3,009.60
EFT38600	29/02/2024	OMNICOM MEDIA GROUP AUSTRALIA	SHIRE ADVERTISING	2,033.82
EFT38601	29/02/2024	ORBIT HEALTH AND FITNESS SOLUTIONS	REPAIR ITEMS SUPPLIED FOR EXERCISE EQUIPMENT IN BLC GYM	179.98
EFT38602	29/02/2024	QUALITY SHOP	4 X FRAMING OF CITIZEN OF THE YEAR CERTIFICATES & AUS DAY SUPPLIES	443.92
EFT38603	29/02/2024	DARREN REEVES	LIBRARY ROOFTOP GARDEN REMOVAL WORKS	5,500.00
EFT38604	29/02/2024	RUBY MEDICAL CENTRE	PRE-EMPLOYMENT MEDICAL ASSESSMENT	624.00
EFT38605	29/02/2024	TERRI LYNETTE SANDERS	REFUND OF COMMUNITY BUS HIRE BOND LESS FEES	48.00
EFT38606	29/02/2024	SCAVENGER SUPPLIES PTY LTD	MONTHLY BLC FIRE INDICATOR PANEL & EMERGENCY SYSTEM SERVICING	126.50
EFT38607	29/02/2024	SCHWEPPE AUSTRALIA PTY LTD	FOOD ITEMS RESALE AT THE BLC CAFE	495.67
EFT38608	29/02/2024	SCULLEY'S SMASH REPAIRS	INSURANCE EXCESS POLICY FOR FORD RANGER	300.00
EFT38609	29/02/2024	SEEK LIMITED	RECRUITMENT ADVERTISING	1,776.50
EFT38610	29/02/2024	SETON AUSTRALIA PTY LTD	SELF CONTAINED FED EYE WASH STATION 35L	1,099.33
EFT38611	29/02/2024	SHIRE SOCIAL CLUB	PAYROLL DEDUCTIONS	120.00
EFT38612	29/02/2024	SHIRE OF BOYUP BROOK	50% PAYMENT OF PRE-EMPLOYMENT MEDICAL FOR SHARED WHS OFFICER	85.00
EFT38613	29/02/2024	SOUTHERN LOCK AND SECURITY	DURESS SYSTEM SERVICING - SHIRE BUILDINGS	1,355.00
EFT38614	29/02/2024	SOUTHERN FLORA	GEEGELUP BROOK REHABILITATION - FLORA AND FAUNA BIRDS SURVEY	1,100.00
EFT38615	29/02/2024	SOUTHWEST ROOFING AND GUTTERS	RECTIFICATION WORKS FOR LEAKS ON ADMIN BUILDING & CIVIC CENTRE	1,320.00
EFT38616	29/02/2024	SPENCER SIGNS	NEW RV STOP SIGNS FOR TOWN SQUARE - RV FRIENDLY TOWNS	259.60
EFT38617	29/02/2024	STEWART & HEATON CLOTHING CO	NAME BADGE FOR DFES PPE	176.48
EFT38618	29/02/2024	SYNERGY	ELECTRICITY CHARGES	5,450.49
EFT38619	29/02/2024	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT CHARGES	1,506.66
EFT38620	29/02/2024	THE STABLES IGA	SHIRE GROCERIES & REFRESHMENTS FOR MEETINGS & WORKSHOPS	193.28
EFT38621	29/02/2024	LGRCEU	PAYROLL DEDUCTIONS	88.00

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

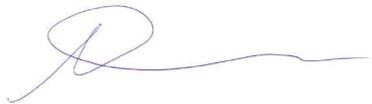
Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
EFT38622	29/02/2024	TOM PRICE & SONS	2 DAY ONSITE HIAB TRAINING FOR 6 X DEPOT STAFF , TRAVEL & ACCOMM	3,605.00
EFT38623	29/02/2024	TPG NETWORK PTY LTD	MONTHLY INTERNET CHARGE FOR DEPOT & LIBRARY - FEBRUARY	290.40
EFT38624	29/02/2024	WESTRAC PTY LTD	PARTS AND LABOUR TO REPAIR FINAL DRIVE FOR CAT TRACK LOADER	25,005.28
EFT38625	29/02/2024	WALGA	5 X ELECTED MEMBER ESSENTIAL TRAINING COURSES	1,254.00
EFT38626	29/02/2024	WEST COAST LINING SYSTEMS	SUPPLY & INSTALL GEOFABRIC & DAM LINER TO SPORTSGROUND DAM	79,200.00
EFT38627	29/02/2024	WINC AUSTRALIA PTY LTD	BULK STATIONERY & CLEANING SUPPLIES	2,144.27
EFT38628	29/02/2024	WREN OIL	ADMIN & COMPLIANCE FEE FOR COLLECTION OF WASTE OIL FOR RECYCLING	16.50
DIRECT DEBITS - LICENSING				
27844	01/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 01/02/2024	4,970.85
27845	02/02/2024	DRPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 02/02/2024	3,096.65
27846	05/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 05/02/2024	2,485.80
27847	06/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 06/02/2024	3,128.10
27848	07/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 07/02/2024	2,523.45
27849	08/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 08/02/2024	4,191.35
27850	09/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 09/02/2024	4,612.50
27851	12/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 12/02/2024	2,129.30
27852	13/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 13/02/2024	7,140.00
27853	14/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 14/02/2024	4,916.45
27854	15/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 15/02/2024	4,347.25
27856	19/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 19/02/2024	2,437.30
27857	20/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 20/02/2024	2,364.00
27858	21/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 21/02/2024	9,592.15
27859	22/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 22/02/2024	5,244.90
27860	23/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 23/02/2024	3,667.40
27861	26/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 26/02/2024	5,592.55
27862	27/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 27/02/2024	4,025.40
27863	28/02/2024	DEPARTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 28/02/2024	4,325.40
27864	29/02/2024	DEAPRTMENT OF TRANSPORT	LICENSING PAYMENTS FOR 29/02/2024	3,611.70

SHIRE OF BRIDGETOWN-GREENBUSHES
LIST OF ACCOUNTS PAID IN FEBRUARY TO BE RECEIVED

Cheque/ Voucher No.	Date of Payment	Payee	Payment Description	Payment Amount \$
CHEQUES				
300273	01/02/2024	DEPARTMENT OF TRANSPORT	REGSITRATION OF FLEET VEHICLES	1,339.15
300274	15/02/2024	LANDSCOPE MAGAZINE	1 YEAR SUBSCRIPTION OF LANDSCOPE MAGAZINE	33.00
300275	15/02/2024	WATER CORPORATION	WATER USAGE	16,949.72
300276	29/02/2024	WATER CORPORATION	WATER USAGE	20,762.31
				<u>1,830,386.20</u>
ELECTRONIC PAYMENTS - VISITOR CENTRE TRUST				
EFT38530	27/02/2024	BRIDGETOWN HISTORICAL SOCIETY INC.	CONSIGNMENT STOCK SOLD FOR JANUARY 2024	56.25
EFT38531	27/02/2024	BGBTA	CONSIGNMENT STOCK SOLD FOR JANUARY 2024	25.50
EFT38532	27/02/2024	ANNE HARSE	CONSIGNMENT STOCK SOLD FOR JANUARY 2024	33.75
EFT38533	27/02/2024	JENNIFER MARY MOUNTFORD	CONSIGNMENT STOCK SOLD FOR JANUARY 2024	33.75
EFT38534	27/02/2024	PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKETS SOLD FOR THE MONTH OF JANUARY 2024	365.24
EFT38535	27/02/2024	SHIRE OF BRIDGETOWN-GREENBUSHES	SHIRES COMMISSIONS FOR JANUARY 2024	940.81
V300233	13/02/2024	WESTPAC	TOTAL ACCOMODATION FOR THE MONTH OF JANUARY 2024	2,709.87
				<u>4,165.17</u>

This schedule of accounts paid for the Municipal Fund totalling \$1,830,386.20 and for the Trust Funds totalling \$4,165.17 which was submitted to each member of the Council on 28th March 2024 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 29/02/2024 is \$693,666.32



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 CHIEF EXECUTIVE OFFICER

28th March 2024

CP 4 – Extension of Facility Memberships in Event of Access Being Prohibited by Government Mandate

1 Policy

Where a member of a Shire facility (i.e. gym, pool) is prohibited from using the facility due to a Government Mandate (i.e. compulsory vaccination requirements or public health directives) the membership of each member is to be extended by the period of the Government Mandate, up to a maximum period of 12 months.

If the Government Mandate is in place for a period of more than 12 months Council will review the matter going forward and could elect to continue the membership period extension, refund unused membership fees or reinstate membership charges.

Extensions of membership periods or refunds of membership fees aren't given when members relocate out of the district or simply decide they no longer wish to be a member. The Chief Executive Officer is authorised to assess the status of each member on a case by case basis in the event of a Shire facility being closed to either all members or specific members and implement the extension period where it is clear that the member is a genuine user of the facility and is solely prohibited from using the facility by a Government Mandate.

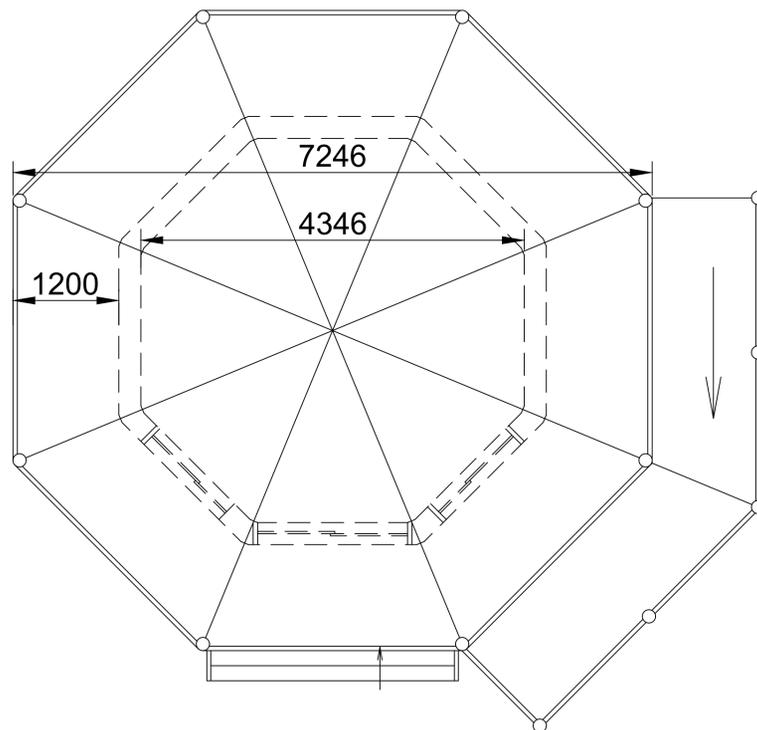
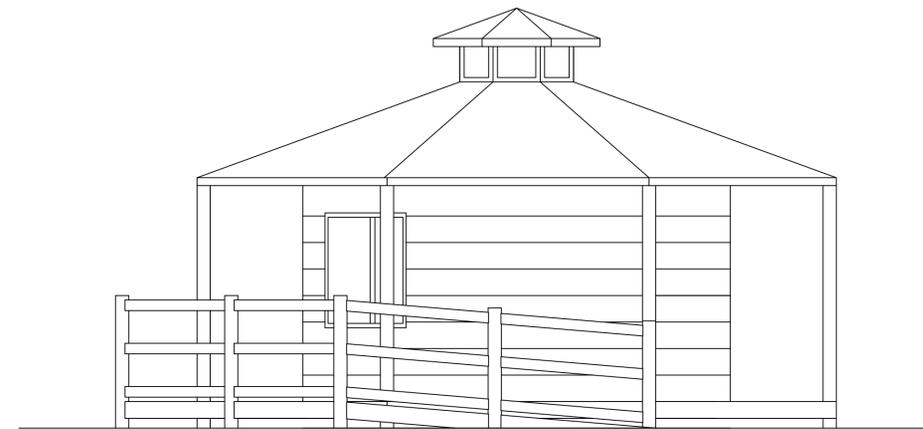
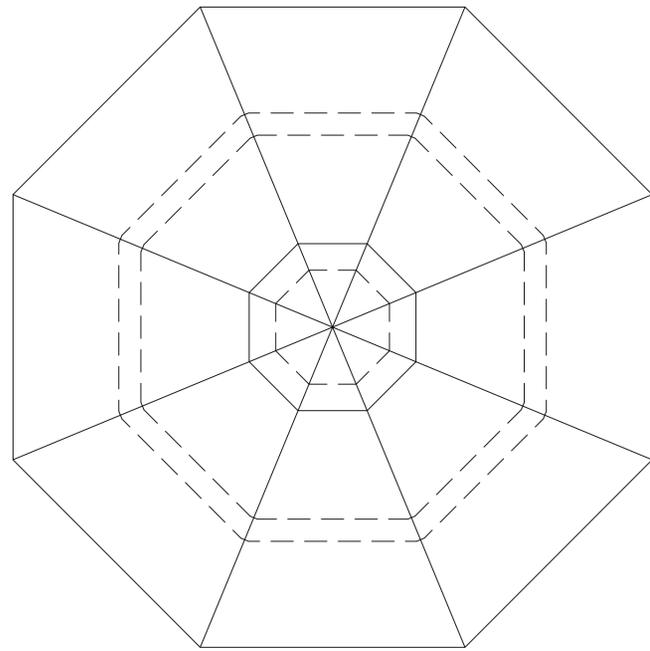
2 Applicable Legislation and Documents

Act	<i>Local Government Act 1995</i> s.2.7(2)(b) – The council is to determine the local government's policies s.5.42 – Delegation of some powers and duties to CEO s.6.12 – Power to defer, grant discounts, waive or write off debts
Regulation	N/A
Local Law	N/A
Shire Policies	N/A
Related Documents	N/A
Related Procedure	N/A

3 Administration

Original Adoption Date	27 January 2022
Last Reviewed	30 June 2022
Scheduled Reviewed Date	27 April 2023

Attachment 14 - Concept Plan for Multi-use Hemp Building at River Park - Octagon Hemple



Internal 19.4m²
Verandah 24.1m²
Total 43.5.3m²

Useful Internal 15.6m²
Ramp 7.8m²