



APPENDICES

26 March 2024

ORDINARY COUNCIL MEETING

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**ALCOA WAROONA SUSTAINABILITY FUND
ADVISORY COMMITTEE**

MINUTES

**MONDAY 26 FEBRUARY 2024 2.00pm
WAROONA COUNCIL CHAMBER**

1. MEETING OPEN

The meeting opened at 2.06pm.

2. RECORD OF ATTENDANCE

Committee:

Cr Mike Walmsley
Cr Naomi Purcell
Tom Busher
Scott Hansen (via Teams)

Kylie Wrigley
Vic Muller

Mark Goodlet

Ben Rose
Merrin Kirk

Shire President
Deputy Shire President
Manager, Community Relations Alcoa of Australia
Community Relations & Communications, Willowdale
Bauxite Mine, Alcoa of Australia
Community Representative
Community Representative

Chief Executive Officer, Shire of Waroona
(non-voting Chairperson)
Manager Community Development
Executive Assistant

3. APOLOGIES FOR NON-ATTENDANCE

Nil

4. DECLARATIONS OF INTEREST

Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.1 as he is a member of the Agricultural Society.

Cr Mike Walmsley declared a financial interest in item 7.1.1 as he is a business owner of Waroona Mitre 10.

Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.2 as a close family member is a member of the Historical Society.

Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.7 as he is a member of the Waroona West Fire Brigade.



Cr Mike Walmsley declared a financial interest in item 7.1.7 as he is a business owner of Waroona Mitre 10.

Vic Muller declared an interest affecting impartiality in item 7.1.4 as he is a member of the Waroona Lions Club.

Cr Naomi Purcell declared an interest affecting impartiality in item 7.1.8 as she is a member of the Just Cruizin Street Machiners.

5. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

5.1 Alcoa Waroona Sustainability Fund Advisory Committee meeting – 28 August 2023

COMMITTEE RESOLUTION

Moved: Tom Busher

Seconded: Cr Mike Walmsley

That the minutes of the Alcoa Waroona Sustainability Fund Advisory Committee meeting held 28 August 2023 be confirmed as being true and correct record of proceedings

CARRIED 6/0

6. FINANCIAL STATEMENT

COMMITTEE RESOLUTION

Moved: Tom Busher

Seconded: Cr Mike Walmsley

That the Committee note the financial statement ending 31 January 2024, as per Appendix 6.

CARRIED 6/0



7. REPORTS

7.1 Alcoa Waroona Micro Grant Fund 2023/24 Round 2	
File Ref:	GS.4 – Grants and Subsidies – Programs – Alcoa Waroona Micro Grant
Previous Items:	Nil
Applicant:	Local Not-for Profit Community Organisations
Author and Responsible Officer:	Manager Community Development
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Appendix Number	7.1 – Consolidated Applications

Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.1 as he is a member of the Agricultural Society.

Cr Mike Walmsley declared a financial interest in item 7.1.1 as he is a business owner of Waroona Mitre 10.

Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.7 as he is a member of the Waroona West Fire Brigade.

Cr Mike Walmsley declared a financial interest in item 7.1.7 as he is a business owner of Waroona Mitre 10.

Cr Mike Walmsley left the room, the time being 2.58pm.

COMMITTEE RESOLUTION

Moved: Tom Busher

Seconded: Kylie Wrigley

That the Alcoa Waroona Sustainability Fund Advisory Committee:

7.1.1 supports a contribution of \$1,497 to the Waroona Agricultural Association towards equipment; and

7.1.7 supports a contribution of \$1,167 to the Waroona West Volunteer Bush Fire Brigade towards outdoor furniture, though if the Fire Brigade is unsuccessful in obtaining a grant from Bendigo Bank, the committee supports a contribution of \$2,000.

CARRIED 5/0

Ben Rose left the room, the time being 2.59pm.

Cr Mike Walmsley and Ben Rose returned to the room, the time being 2.59pm.



Cr Mike Walmsley declared an interest affecting impartiality in item 7.1.2 as a close family member is a member of the Historical Society.

Vic Muller declared an interest affecting impartiality in item 7.1.4 as he is a member of the Waroona Lions Club.

Cr Naomi Purcell declared an interest affecting impartiality in item 7.1.8 as she is a member of the Just Cruizin Street Machiners

COMMITTEE RESOLUTION

Moved: Tom Busher

Seconded: Cr Naomi Purcell

That the Alcoa Waroona Sustainability Fund Advisory Committee:

- 7.1.2 supports a contribution of \$2,000 to the Waroona Historical Society towards a lap top and software, subject to resolving the outstanding acquittal to the satisfaction of the Shire;**
- 7.1.3 supports a contribution of \$2,000 to the St Joesph's Primary School towards the STEM event;**
- 7.1.4 supports a contribution a contribution of \$1,224 to the Waroona Lions Club towards Jim's Kitchen upgrades;**
- 7.1.5 supports a contribution of \$1,249 to the Waroona CRC towards Mental Health Workshops, subject to resolving the outstanding acquittals to the satisfaction of the Shire;**
- 7.1.6 supports a contribution of \$2,000 to the Preston Beach Golf Club towards the annual Community Fete;**
- 7.1.8 supports a contribution of \$400 to the Just Cruizin Street Machiners towards a tour of Waroona;**
- 7.1.9 supports a contribution a contribution of \$850 to the Lake Clifton-Herron Residents Association (LCHRA), subject to the recipients being Shire of Waroona residents only and that the acquittal shows this; and**
- 7.1.10 supports a contribution of \$1,000 to St John's Ambulance, on the basis that the equipment remains the property of St John's Ambulance and is only loaned out to participants.**

CARRIED 6/0



IN BRIEF

- Eligible community groups and organisations are invited twice per year to apply for funding through the Alcoa Waroona Micro Grant Fund (AWMGF)
- Round two of the 23/24 AWMGF closed Thursday 15 February 2024, attracting 10 applications with a total request for \$17,046
- The Alcoa Waroona Sustainability Fund Committee are requested to assess the AWMGF applications for the December 2023 round.
- Detailed applications can be found in Appendix 7.1

BACKGROUND

The AWMGF aims to assist community-based organisations in building vibrant, inclusive and healthy communities. The AWMGF is a partnership between Alcoa of Australia (Alcoa) and the Shire of Waroona and supports groups to:

1. Build and strengthen their organisational capacity or sustainability; or
2. Deliver events, projects, programs or facilities that benefit the Waroona community or simply address a well-evidenced need, effectively contributing to building a vibrant, inclusive and healthy community.

Community organisations are invited to apply for a maximum funding amount of \$2,000 in each financial year. Applications for multiple projects are considered, provided the total grant request for the financial year is within the \$2,000 limit, and a separate application is submitted for each project. Projects are required to align with the Shire of Waroona 2030 Strategic Community Plan, with project objectives required to align with at least one of the following key priority areas:

- Pursue a social environment that is accessible and inclusive to all ages and abilities
- Grow and develop and an age-friendly community
- Become a youth engaged and supportive community
- Develop and facilitate events of a local and regional scale
- Ensure the safety of the community
- Connect the natural assets, waterways, parks and reserves to the community
- Promote a mentally and physically healthy community
- Support local community, sporting and recreational groups and initiatives
- Foster and value our volunteers
- Support and enhance health services in Waroona
- Pursue actions to preserve areas and materials of historical significance throughout the Shire
- Foster arts and culture throughout the Shire
- Support, embrace and celebrate our local Aboriginal community

The partnership fund between Alcoa and the Shire of Waroona provides up to \$30,000 in small grant funding per financial year under the current agreement.

Proposal

Applications were received and reviewed by the Community Development Manager with the below recommendation put forward to the Alcoa Waroona Sustainability Committee for consideration.



Applicant 1	Proposed Project	Funding sought	Officer Recommendation
Waroona Agricultural Society	Purchase of 12 trestle tables and a vacuum	\$1497	\$1497

During the Waroona show a range of activities are hosted by volunteers. One of these activities involves the use of trestle tables. The tables that are currently used are no longer fit for purpose and the committee would like to purchase light weight modern replacements. They are also seeking to purchase a cordless vacuum for easier cleanup.

The group is also contributing \$150 towards the cost of the vacuum.

The Waroona show is a great example of volunteers hosting a large event that is of significant benefit to the community. Although there is significant support for the group from the Shire, items such as the tables and vacuum are not covered in the MOU. It is recommended that the requested contribution be made to enable improvements to process and safety of volunteers.

Complete funding support of \$1497 is recommended.

Applicant 2	Proposed Project	Funding sought	Officer Recommendation
Waroona Historical Society	Purchase of laptop and software to digitise collections	\$2200	\$2000

The Waroona Historical Society require a replacement laptop and software upgrade to enable efficient digitisation of their collections.

The application budget incorrectly requests \$2200. The Waroona Historical Society would either need to contribute \$396.50 or forgo the purchase of a mouse & case and seek a cheaper laptop

Complete funding support of \$2000 is recommended.

Applicant 3	Proposed Project	Funding sought	Officer Recommendation
St Joseph's Primary School	Hosting of a STEM event	\$2000	\$2000



St Joseph's Primary school hosted a very successful STEM event during science week last year. Due to its success they intend to host similar events on an annual basis. This year they are seeking funds from multiple sources to enable the event to grow. All of the funding submissions are still pending outcomes however this event will be scaled back if applications are unsuccessful.

The school contribute significant in-kind support in the organisation and delivery of the event and are contributing \$2500 towards the event.

Complete funding support of \$2000 is recommended.

Applicant 4	Proposed Project	Funding sought	Officer Recommendation
Waroona Lions Club	Improvements to Jim's Kitchen	\$2000	\$2000

The Waroona Lions Club operate Jim's Kitchen at the Waroona Show Grounds. The kitchen has become overcrowded on busy days, and it is proposed that a section of the patio be enclosed to enable storage of fridges etc. Jim's Kitchen is leased to the Lions Club and Waroona Poultry Club and approval for the renovation is likely to be approved provided proper process is followed.

The Lions Club will make match the amount of funds provided through the grant and oversee the management of works. At this stage they have not sought quotes for the works.

Complete funding support of \$2000 is recommended.

Applicant 5	Proposed Project	Funding sought	Officer Recommendation
Waroona CRC	Accidental Counsellor workshop	\$1249	\$1249

Waroona CRC work closely with a range of community welfare organisations in Waroona and have identified a need to build the capacity of these organisations to respond to mental health issues. Hosting the Accidental Counsellor workshops will equip participants with the skills and confidence to provide brief interventions and make appropriate referrals.

Complete funding support of \$1249 is recommended.

Applicant 6	Proposed Project	Funding sought	Officer Recommendation
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Preston Beach Golf Club	Hosting of the annual fete	\$2000	\$2000
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The Preston Beach Golf Club host an annual fete to bring the community together and raise the profile of Preston Beach for visitors. The event is also used as a fund-raising activity to support ongoing activities at the Golf Club.

The Preston Beach Golf Club are contributing \$1000 on top of significant in-kind planning and delivery, and Schlam Group and Footprints are contributing \$500 each.

Complete funding support of \$2000 is recommended.

Applicant 7	Proposed Project	Funding sought	Officer Recommendation
Waroona West Volunteer Bush Fire Brigade	Purchase of outdoor tables and BBQ	\$2000	\$1167

Waroona West Volunteer Bush Fire Brigade would like to purchase outdoor furniture and a BBQ to enable them to better utilise their outdoor space, host family gatherings, conduct workshops and undertake debriefing after incidents.

Note: The Waroona West Volunteer Bush Fire Brigade is not incorporated and operates under the Shire of Waroona

Waroona West Volunteer Bush Fire Brigade have applied for \$1200 from Bendigo Bank.

Partial funding of \$1167 is recommended if the other grant application is successful

Applicant 8	Proposed Project	Funding sought	Officer Recommendation
Just Cruizin Street Machiners	All Australian Car Day - Bus Tour	\$400	\$400

Just Cruizin Street Machiners would like to facilitate a tour of local attractions for their car club participants at the All Australian Car Day.

The Car Club are contributing \$600 towards the cost of the tour.

Complete funding support of \$400 is recommended.



Applicant 9	Proposed Project	Funding sought	Officer Recommendation
Lake Clifton-Herron Residents Association (LCHRA)	First Aid Training	\$1700	\$850

LCHRA would like to host a first aid training session for Lake Clifton Residents due to the distance they are from emergency services. Having a group of first aiders in the area would be beneficial to provide first aid whilst waiting for ambulance services.

Partial funding of \$850 is recommended. This would be a 50% subsidy for Shire of Waroona residents to participate.

Applicant 10	Proposed Project	Funding sought	Officer Recommendation
St John Ambulance	Starter kit for volunteers	2000	1000

St John are experiencing difficulty recruiting volunteers and would like to trial incentivising applications by providing a starter kit. The additional benefit of providing this equipment will be that volunteers can practice and become more familiar with them.

St John are presently contributing \$100 in total.

Partial funding support of \$1000 is recommended.

REPORT DETAIL

The total amount of funding recommended for this round is \$14,163.

A summary of the applications is as follows:

No.	Applicant	Project	Funding Request	Recommended Funding
1	Waroona Agricultural Society	Purchase of 12 trestle tables and a vacuum	\$1497	\$1497
2	Waroona Historical Society	Purchase of laptop and software to digitise collections	\$2200	\$2000
3	St Joseph's Primary School	Hosting of a STEM event	\$2000	\$2000



4	Waroona Lions Club	Improvements to Jo's Kitchen	\$2000	\$2000
5	Waroona CRC	Accidental Counsellor workshop	\$1249	\$1249
6	Preston Beach Golf Club	Hosting of the annual fete	\$2000	\$2000
7	Waroona West Volunteer Bush Fire Brigade	Purchase of outdoor tables and BBQ	\$2000	\$1167
8	Just Cruizin Street Machiners	All Australian Car Day - Bus Tour	\$400	\$400
9	Lake Clifton-Herron Residents Association (LCHRA)	First Aid Training	\$1700	\$850
10	St John Ambulance	Starter kit for Volunteers	2000	1000
			\$17,046	\$14,163

The recommendation is provided by the Manager Community Development.

STRATEGIC COMMUNITY PLAN & CORPORATE BUSINESS PLAN

Focus Area	Our Community
Aspiration	To have a connected and involved community that improves our quality of life through developing quality places and implementing quality town planning
Objective	1.1 Create a connected, safe and cohesive community with a strong sense of community pride
Strategy	1.4.2 Support local community, sporting and recreational groups and initiatives
Action	Implement an annual Micro Grants program to support new community-led initiatives

OTHER STRATEGIC LINKS

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 – Part 6 Financial Management

SUSTAINABILITY & RISK CONSIDERATIONS

Economic - (Impact on the Economy of the Shire and Region)



The proposed recommended projects are not likely to have an adverse economic impact. All projects engage with community at different levels and some potentially have capacity to retain or generate spending in the local area as a result of the activities.

Social - (*Quality of life to community and/or affected landowners*)

The proposed funding requested by specific applicants enhances opportunities for social and community inclusion for all groups, their respective participants and spectators, and also provides opportunities for new relationships and skills development.

Environment – (*Impact on environment’s sustainability*)

None of the proposals are expected to adversely impact on the environment.

Policy Implications

Policy COM005 - Alcoa Waroona Micro Grant Fund. These applications have been received through the Alcoa Waroona Micro Grant Fund as per Policy COM005.

Risk Management Implications

(Please refer to the Shire of Waroona Risk Framework when reviewing this section)

<i>Theme</i>	Reputation - Public perception, poor customer service, sub standard work, corruption
<i>Description</i>	Support or rejection of each application and whether it fits with Policy
<i>Consequence</i>	2 - Minor
<i>Likelihood</i>	3 - Possible
<i>Rating</i>	Low (1-3)
<i>Controls / Review</i>	Final assessment of grants carried out through AWSFC
<i>Review Frequency</i>	Semi-annually
<i>Risk Owner</i>	Project manager
<i>Acceptance</i>	Accept - Risk acceptable with adequate controls

CONSULTATION

Individual applicants

RESOURCE IMPLICATIONS

Financial

Council has provided an allocation of \$7,500 within the 2023/2024 budget for the purpose of community funding. An additional \$22,500 has been allocated through the Alcoa Waroona Sustainability Fund to support a small grants program.

Workforce

No additional workforce allocations are required as a result of the recommendation.

OPTIONS



Alcoa Waroona Sustainability Fund Committee has the option of:

1. supporting the requested amounts as per Policy COM005;
2. supporting a contribution less than the requested amounts; or
3. not supporting a contribution

CONCLUSION

Council and Alcoa have traditionally supported community organisations to run events and conduct projects that build community capacity, spirit and engagement. By supporting the proposed projects, both organisations will continue to have a positive impact in our local community.

It is recommended that the Sustainability Fund Committee support and/or partially support all 10 of the applications received through the first round of the 23/24 Alcoa Waroona Micro Grant Fund.

Successful recipients of the Alcoa Waroona Micro Grant must acknowledge funding support and will be required to meet conditions and complete an acquittal of the grant within three months of the event or activity taking place.



8. OTHER BUSINESS

8.1 Outstanding Projects / Acquittals – the following grants are outstanding and will be reviewed

- **Micro Grants**
 - Preston Beach Community Garden (bee keeping workshops currently running)
 - Fishability (acquittal being finalised)
 - Drakesbrook Community Garden (funds not yet spent due to delays initiating project)
- **Sustainability Fund Grants**
 - Shire of Waroona
 - Waroona Community Resource Centre
 - Waroona Bowling Club
 - Waroona Football Club
 - Waroona Community Men's Shed
 - Waroona Basketball Association
 - Waroona Historical Association

Tom Busher left the meeting, the time being 3.04pm

8.2 SmartyGrants presentation

Ben Rose presented SmartyGrants to the committee. Further discussion with Alcoa is required regarding the purchase of a SmartyGrants subscription.

8.3 Alcoa Waroona Sustainability Fund Proposal

Kylie Wrigley tabled a proposal and members agreed to review and discuss at the next meeting.

8.4 Launch of next funding round

The next round of Micro Grants will open in June 2024.

9. NEXT MEETING

The next meeting will be in October after the closure of the next Micro Grant round.

10. CLOSURE OF MEETING

The meeting closed at 3.29pm.



WASTE OPERATIONS MANAGEMENT PLAN

About this document

The Waste Operations Management Plan incorporates all aspects of the Shires waste operations including the landfill operations and residential waste collection services.

The objective of the Management Plan is to present information about waste operations, provide a objectives and summarise required funding to meet levels of service.

If you require this document in an alternative format, such as large print or a coloured background, please contact the Shire of Waroona Administration Office via phone on (08) 9733 7800 or via email warshire@waroona.wa.gov.au

Reference Documents

- *Waste Avoidance and Resource Recovery Strategy 2030*
- *Shire's Community Strategic Plan 2020-2030*
- *Department of Water and Environmental Regulation Landfill Licence L6756/1996/11*
- *Landfill Closure Management Plan*
- *Waste Avoidance and Resource Recovery Act 2007*
- *Council OCM 23/05/57*
- *LGIS Waste Facility Risk Management Guide April 2023*

“The Shire of Waroona stretches from sea to scarp between the Indian Ocean and the Darling Scarp, featuring pristine beaches, coastal lakes, fertile farmlands and peaceful jarrah forests. Covering a total area of 835km², the Shire includes the localities of Waroona, Hamel, Lake Clifton and Preston Beach”.

Document Control		
Date	Details	Author
23/05/2023	Draft for Adoption by Council	Rikki Pulfer

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1. Waroona – Past, Present & Into the Future



Waroona has provided a home for generations, from the days when Indigenous Australians roamed the coastal areas in spring and summer, and the hills in autumn and winter.

Settlers began to arrive in the area in the late 1830's, although Drakesbrook (later to be known as Waroona) did not come into its own until the Pinjarra to Picton railway line was opened in 1893. The town catered to the needs of the mill workers with a post office, general store, blacksmith, a number of hotels come boarding houses, churches, doctor and dentist.

The farms supplied butter, fruit and vegetables for the men of the mills, and chaff for the horse teams that hauled the logs. As is many of the small towns of the time, dances, picnics and football formed the core of social life within the community and to this day Waroona still proves to be a successful sporting and extremely social community.

Today, agriculture, mining, manufacturing and tourism are important contributors to the local economy.

Waroona is an evolving district that services the diverse, social and economic needs of a growing community. The strong agricultural heritage will continue to guide any future district developments, particularly in Waroona and Hamel, and its enviable location on the Indian Ocean and along with the Yalgorup National Park will, influence future considerations for Preston Beach and Lake Clifton.

The population is expected to grow over the next thirty years. With this growth comes challenges, but smart planning and a focus on broadening the economic base will open up significant opportunities for tourism, commercial investment, employment and education.

The long-term vision for Waroona is to create a district distinctive by its creativity, liveliness, activity and vibrancy, attracting new investment, seizing opportunities to develop and expand its business sector, and encourage innovation and collaboration, while providing an enticing array of lifestyle attractions.

2. Chief Executives Officers Message

Waste Management is primarily a community health issue with the removal and safe disposal of waste being a critical mechanism for preventing and limiting disease. Its secondary function is to allow a society to move about and function without the clutter and chaos of waste impeding activity. Today we take for granted that the waste services provided achieve these goals and it is only in the rare instance of a disaster when waste removal is problematic that we remember these more fundamental reasons for waste services. So, it is with some satisfaction that we can say that the various waste collection and disposal services provided meet these objectives well, with the community's support. These services will continue to operate, with the Shire looking to make them as cost-efficient as possible while tailoring the different needs of town and rural residents.

The overlay to this, and in alignment with the focus of the WA State Government, is the need to practice sustainable waste management actions, and this focus has been strongly reflected in this Management Plan with short, medium and long term actions to meet sustainability objectives.

I commend this Waste Operations Management Plan to you.



Mark Goodlet
Chief Executive Officer

3. About the Waste Operations Management Plan

The Shire of Waroona aims to achieve the objectives and targets set out in the Waste Avoidance and Resource Recovery Strategy 2030.

Local governments are primarily waste managers that provide household waste collection and recycling services, manage and operate landfill sites, and deliver education and awareness programs.

Local governments are required to provide information, as well as infrastructure and incentives that encourage behaviour change and they plan for the management of waste within their districts.

The issues faced by local governments vary, particularly between metropolitan and regional areas, so there will be a need to identify local, fit-for purpose solutions that reflect better practice, align with the Waste Avoidance and Resource Recovery Strategy 2030, and support the transition to developing a circular waste economy.

Local governments also generate waste as a result of the range of services provided to the community and can influence purchasing practices to increase avoidance and recovery and maximise the protection of the environment. The Shire of Waroona Waste Plan establishes the Shire's waste profile and baseline information, and aims to achieve the objectives and targets set out in the Waste Avoidance and Resource Recovery Strategy 2030:



Figure 1: Waste Avoidance and Resource Recovery Strategy 2030 Objectives

4. Our Shire



Figure 1: Shire of Waroona Statistics. Source: Australian Bureau of Statistics: 2021 Census; and Counts of Australian Business, including Entries and Exits, June 2018 – June 2022..

5. Our Council



Cr Mike Walmsley
Shire President



Cr Naomi Purcell
Deputy Shire President



Cr John Mason



Cr Karen Odorisio



Cr Dion Pisconeri



Cr Larry Scott



Cr Charlie Clarke

6. Our Staff



Mark Goodlet

Chief Executive Officer

- Strategy
- Elections
- Major Projects
- Council Services
- Business Improvement



Ashleigh Nuttall

Director Corporate & Community Services

- Finance
- Human Resources
- Governance
- Risk Management
- Information Technology
- Customer Service
- Library Services
- Community Development
- Recreation Services
- Tourism



Karen Oborn

Director Infrastructure & Development Services

- Technical Services
- Works & Services
- Waste Management
- Community Safety
- Planning Services
- Regulatory & Building Services
- Environmental Services
- Asset Management

7. Vision, Mission & Values

Vision

The Shire of Waroona will create a sense of place and identity, embracing creativity, our natural environment and a strong and diverse economy.

Mission

We will be an organisation, with a can-do attitude that strives for service excellence, continued improvement and a commitment to outcomes.

Values

Our values are A REALITY:

- A** – Accountable
- R** – Respect
- E** – Excellence
- A** – Accessible
- L** – Leadership
- I** – Innovative
- T** – Transparent
- Y** – Yours

8. Focus Areas & Aspirations to 2030



9. Introduction

The Shire of Waroona (the Shire) is 835 square kilometers and is located within the Peel Region and is 108 kilometres south of Perth with a classification of rural. Currently the Shire has one licenced landfill (L6756/1996/11) which consist of a putrescible landfill approved to accept 10,000 tonnes per year. In addition to the landfill operations the Shire also manage a residential kerbside collection and biennial hard waste collection which is outlined in this management plan.

The Waste Operations Management Plan covers all aspects of waste management including the landfill operations and the residential kerbside collection. Specific day-day operational requirements, processes and duties for the Buller Road Waste Facility are outlined in the current landfill licence and the Contractors Operational Requirements.

The aim of the management plan is to develop a clear scope of the level of service, future planning, and budgeting to assist with securing funds both internally and by funding.

9.1 The Shire's vision for management of waste

As stipulated in the Shire's *Community Strategic Plan 2020-2030* and objective has been outlined as to the Shire's commitment to Waste Management.

Our Environment

To continually care for, protect and enhance our environment for the generations to come.

Objective 3.1 Protect and enhance our existing natural assets, waterways, bushland and biodiversity		
Strategy		Success Measure
3.1.1	Collaborate with local environmental community organisations and volunteers	Level of involvement
3.1.2	Develop future plans and strategies to protect and enhance Preston Beach and Yalgorup National Park	Develop Preston Beach Foreshore Management Plan
Objective 3.2 Proactively manage resources and practice sustainability through responsible management of water, energy, fire control and waste		
Strategy		Success Measure
3.2.1	Secure water and energy resources to ensure water sustainability for agricultural, economic and recreational needs	Number of outcomes
3.2.2	Responsibly manage Council and community water and energy use	Reduction of resources used
3.2.3	Improve waste management practices through diversion, reuse and recycling	Annual statistics

Figure 3: Shire of Waroona Community Strategic Plan 2020-2030

9.2 The Shire's objectives for management of waste

The Shire's object is to progressively move towards. As part of section P2 of the Waste Plan which has been endorsed by the Department of Water and Environmental Regulation the Shire put forward the following objectives:

- Conduct a visual bin audit which would aid officers in determining education focuses and allow data collection around what waste streams and the percentage of those streams are being placed in kerbside bins.
- Implement an education and community engagement program. This will aid the Shire in reducing the amount of contamination in the kerbside recycle bins which is currently 16%.
- Construct a transfer station at the Buller Road Refuse Disposal Site. By constructing a transfer station concept at the current facility, the Shire will be able to increase material recovery and capture and process the material prior to being transferred onsite to the active landfill cell. The construction will take five years due to budget constraints.
- Increase resource recovery at the existing landfill. The Shire is currently working on options to improve material recovery onsite which includes but is not limited to cardboard bins.
- Investigate a possible partnership with the Shire of Murray for material recovery. Due to a current resource sharing agreement with the Shire of Murray there is an opportunity to work together to make some material recovery more cost effective for both Shires.
- Implement a waste records system. This will allow for improved data collection which will remove any uncertainty regards previous data collected.
- Improve the recovery of specific Household Hazardous Waste (HHW). Improvements in our knowledge of the current HHW Programs (mobile muster, printer cartridges and household batteries) that the Shire participates in will help remove hazardous materials from landfill and increase material recovery.
- Investigate the three-bin service. Review the results of the visual bin audit and assess the need for a three-bin system.

In addition to the Shire's commitment to move towards the States Waste Strategy recovery target by increasing material recovery, the Shire is committed to;

- Provide the community with an acceptable level of service that works to divert materials from landfill that is cost effective.
- Be accountable and transparent in the management of the Shire' waste.
- Inform and develop future Shire's waste initiatives, to offer recycling facilities for household derived waste streams.

10. Legislation, Policy Framework and Strategic Drivers

Local governments are ultimately responsible for managing waste as governed by Federal and State legislation, which regulates the management of waste. This Strategy aligns the Shire with all of the relevant National and State Acts and policies with a focus of meeting the actions outlined in the Western Australian Waste Avoidance and Resource Recovery Strategy 2030 (WARRS 2030).

10.1 Federal Legislation and Regulation

Key pieces of Commonwealth legislation that have been considered in development of this Strategy include:

- Environmental Protection and Biodiversity Conservation Act 1999;
- National Greenhouse and Energy Reporting Act 2007;
- Clean Energy (Consequential Amendments) Act 2011;
- Clean Energy Legislation Amendment Act 2012;
- Product Stewardship Act 2011; and
- The National Waste Action Plan 2019.

10.2 State Legislation and Regulation

The Local Government Act 1995 outlines the services which the Shire must provide, including the provision of waste removal services to Shire residents.

The major waste management legislation in Western Australia is the Waste Avoidance and Resource Recovery Act 2007 (WARR Act) and the Waste Avoidance and Resource Recovery Regulations 2008 (WARR Regulations), which established the Waste Authority and prescribes local government mechanisms, including:

- Minimum level of Waste Services to be provided by local governments;
- Requirement for the development of Waste Plans by local governments;
- Requirement for Waste Local Laws; and
- Adherence to the principles of the waste hierarchy in local government decision-making (Figure 2).

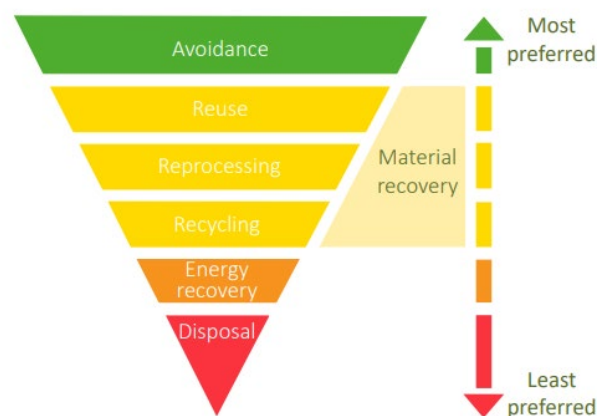


Figure 4: The waste hierarchy

The Waste Avoidance and Resource Recovery Levy Act 2007 and the Waste Avoidance and Resource Recovery Levy Regulations 2008 is the economic instrument designed to reduce waste to landfill by imposing a levy on certain waste received at disposal premises. The levy discourages the use of landfill by:

- Increasing the cost to dispose of waste to landfill;
- Modifying behaviour in the waste management sector; and
- Supporting programs which aim to reduce waste going to landfill.

10.3 Policy Framework

The Strategy has been developed to align with the State and Federal policy framework. Key State and Federal policies are described in this section.

10.4 Federal Policy

The National Waste Policy: Less Waste, More Resources (2009) sets Australia's waste management and resource recovery direction to 2020. The aims of the National Waste Policy are to:

- Avoid generation of waste, reduce the amount of waste for disposal;
- Manage waste as a resource;
- Ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe, scientific and environmentally sound manner; and
- Contribute to the reduction in greenhouse gas emissions, energy conservation and production, water efficiency and the productivity of the land.

10.5 State Policy

The Western Australian Waste Avoidance and Resource Recovery Strategy 2030 has the vision for the State to become a sustainable, low waste, circular economy (Figure 2) in which human health and the environment are protected from the impact of waste.



Figure 5: The WARR Strategy 2030 Circular Economy

A circular economy aims to increase local recycling activity as well as minimise transport costs and create local jobs through the provision of local solutions, particularly relevant to regional councils in Western Australia. Three objectives and corresponding targets are outlined below. The strategies to achieve these objectives are through the provision of knowledge to the community and industry, enabling infrastructure and are supported by incentives, including funding opportunities, and regulations.

AVOID the generation of waste.

The waste hierarchy places avoidance as the first priority for managing waste. Waste avoidance is driven by purchasing behaviours as well as product design.

By 2025:

- Reduction in waste generation per capita by 10% (from 2014/15 generation rate)
- Reduction in Municipal Solid Waste (MSW) generation per capita by 5%
- Reduction in Construction and Demolition waste (C&D) generation per capita by 15%
- Reduction in Commercial and Industrial waste (C&I) generation per capita by 5%

RECOVER more value and resources from waste.

Where the avoidance of waste generation is not achieved or possible, the recovery of waste as a resource is preferable through reuse, reprocessing, recycling and least preferably, through energy recovery.

- By 2025 – Increase material recovery to 70%, by 2030 increase material recovery to 75%. The biggest gain in the Local
- Government sector to achieve the material recovery goals is to implement FOGO collections.
- 2020 – Increase MSW material recovery to 65% in the Perth and Peel regions, 50% in major regional centres
- 2025 – Increase MSW material recovery to 67% in the Perth and Peel regions, 55% in major regional centres
- C&I sector – Increase material recovery to 70% by 2020, 75% by 2025, 80% by 2030
- C&D sector – Increase material recovery to 75% by 2020, 77% by 2025, 80% by 2030
- By 2025 - All local governments in the Perth and Peel region provide consistent three bin kerbside collection systems that include
- separation of Food Organics Garden Organics (FOGO) from other waste categories
- From 2020 - Recover energy only from residual waste (organic fraction removed)
- By 2030 – All waste facilities adopt resource recovery better practice

PROTECT the environment by managing waste responsibly.

The collection, storage, treatment and disposal of waste all have the potential to have an adverse effect on the environment.

By 2030:

- No more than 15% of Perth and Peel regions' waste is disposed to landfill
- Move towards zero illegal dumping
- Move towards zero littering
- All waste is managed by and/or disposed to better practice facilities.

11. Shire of Waroona Waste Services

11.1 Domestic Kerbside Collection

The Shire provides kerbside general waste and recycling collections to residents with the approved designated collection zones. Additional bins are also available upon request. Services are outlined below:

Standard Service

1 x 240 litre general waste bin and 1 x 240 litre recycling bin.

Additional Service's

1 x 240 litre general waste bin and 1 x 240 litre recycling bin; or

1 x 240 litre general waste bin; or

1 x 240 litre recycle bin.

General waste bins are currently collected weekly, with recycling collected fortnightly on the same day as general waste collections in each area. The kerbside collection is mandatory for all properties located within the designated Lake Clifton Precinct, Town Precinct, Hamel Town Precinct and Coastal Precinct as stipulated in the Shire of Waroona Local Planning Strategy.

The kerbside collection will be charged via rates (see item 11.6) and will be applied to all properties with a residential dwelling located within the property boundary.

Additionally, properties that have a residential dwelling and are located on an approved travel route are to be included within the mandatory collection area.

Properties outside of the mandatory areas can still request a residential kerbside collection which will be approved subject to approval.

The Domestic kerbside collection is contracted out with the current contract being valid until 30 June 2025 with the option of 3 x 12 month extensions as per request for tender RFT 2018.

11.2 Hard Waste Collection

The Shire provides a hard waste collection biennially as per *Council Policy IP014 – Bulk Rubbish Collection*. The collection entitles properties within the designated collection zones as per Appendix B to present two (2) cubic metres of waste for collection. The Shire conducts the hard waste collection following the *WALGA Better Practice for Vergeside and Drop-off Services*.

The hard waste collection is contracted out and with the designated date pending contractor availability.

In accordance with Council Policy FP001 – Purchasing and Procurement officers must obtain formal written quotes, therefore it is essential that the procurement process commences prior to the adoption of the budget to ensure collection dates are secure for advertising within the rate information brochure.

General guidelines of collection are stipulated in the below table.

Eligible Items	Prohibited Items
<ul style="list-style-type: none"> Household items including white goods (doors removed), furniture etc. E-waste Scrap Metal 	<ul style="list-style-type: none"> Building rubble including sand, bricks and concrete. Car batteries, tyres or gas bottles. Hazardous waste including paints, chemicals, gas cylinders or asbestos. (Including Super 6 fencing) Broken glass, glass tables. Green waste Items longer than 2 metres or too heavy to be lifted by two people.

Table 1: Hard waste collection guidelines

The State Government is committed to a ban on e-waste disposal to landfill by 2024. The general guidelines listed above will need to be amended to allow for the separation and recovery of e-waste. The cost impact is unknown but will form part of the 2025/26 financial year budget.

11.3 Landfill Operations

The Shire's Buller Road Waste Facility is in an area that was previously used as a sand extraction pit. The facility was licenced a Category II landfill in 1996. Since that point, it has been used to dispose of waste generated by the Shire's approximate 4,000 residents.

The landfill accepts a range of wastes including putrescible waste, asbestos waste and recycling material. It is estimated that the Facility has received 130,000 and 160,000 tonnes of waste since landfilling commenced in 1996.

Item	Description
Address:	Lot 1701 Buller Road, Shire of Waroona, Western Australia. The site is located within the Swan Coastal Plain.
Ownership:	Shire of Waroona
Operator:	Third-party site contractor
Landfill class:	Category 64 – Class II Putrescible Landfill Site
Approved Premises production or design capacity:	Category 64 – 10,000 tonnes per year
Waste types received:	Putrescible, inert, and asbestos waste.
Method of construction:	Combination of below and above ground cells.
Type of liner:	No liner
Period of use:	Waste disposal commenced onsite in 1985
Environmental Protection Licence:	L6756/1996/11
Remaining operational life:	With the current landform design (2015) the operational life of the active area was projected to be between 20 – 40 years.

Table 2: Summary of Buller Road Waste Facility

The Buller Road Waste Facilities liquid waste facility closed in 2020 and was officially decommissioned in 2022 with the Category 61: Liquid Waste Facility being removed from the licence. Between 2020-2022 the Shire had an agreement with the Shire of Murray for acceptance of additional waste, which was aimed at improving waste income, landfill closure reserve account balance and decrease the airspace to allow for progressive capping.



Figure 6: Overview of the Buller Road Waste Facility.

The Shire revised the Landfill Closure Management Plan in April 2022 this plan included an operational life for the facility.

Figure 7 below shows a three-stage scenario for the facility end of life. Given the agreement with the Shire of Murray is now complete the Shire are running the landfill facility as per scenario A which has an expected remaining operational life of 35 years from 2020.

However, given the agreement was valid until 30 June 2022 the operational life is expected to be between scenario A & B. Therefore, the Shire is predicting the landfill operations will be operational until 2035.

The Shire has commenced the development of a transfer station, this development includes a community recycling center for the recovery of recyclable materials. Additionally, it includes a waste bund to remove the residential facility users from the active landfill cells. The waste bund will be beneficial for when the Shire landfill site has reached its operational life. The development will allow immediate transition to transfer waste offsite when the facility reaches the end of life.

Scenario	Scenario A	Scenario B	Scenario C
	2020 Data (exc. Shire of Murray)	2021 Data (with Murray)	Max licence tonnage
Landfilled waste (t)	2,300	5,620	9,500
Daily cover (t) (assumed @ 30%)	690	1,686	3,000
Total tonnes	2,990	7,306	13,000
Compaction rate (t/cu.m)	0.7	0.7	0.7
Airspace use	4,271	10,437	18,571
Airspace use (rounded)	4,300	10,400	18,600
Estimated remaining operational life	35 years	15 Years	8 Years

Figure 7: Landfill Closure Management Plan Operational Life

11.3.1 Site Management and Control

Site Management

Currently the management of the landfill site is contracted out on a 3 year plus 2-year extension. The landfill contractor is for labour and site management and the Shire provides the machinery. The current contract expires on 30 June 2024, if the contractor wishes to extend by the 2-year extensions the contract will expire on 30 June 2026. Given that independent contractors are limited the Shire may be required to take the landfill management inhouse.

Site Control and Public Access

The facility is largely operated by a Waste Management Contractor and overseen by the Shire Officers. The gate located at the entrance is pad locked with opening times displayed within eyesight of the gate. Access outside of operating hours is limited to Shire personnel and the Waste Management Contractor.

The facility can be opened afterhours to the general public or industry, with a call out fee being applied. Public access is restricted with a perimeter industrial barbed wire fence.

Access and Traffic Management

Vehicles entering the site must turn off Buller Road and enter through the main entrance gate and stop at the gatehouse. Noncommercial visitors will then proceed to the disposal areas, being the resource recovery drop off area and waste bund. Commercial visitors will be directed to the tipping surface, observing the appropriate signage. Vehicles exiting the site shall do so via the same entrance gate.

The Shire takes no responsibility for damages to private vehicles whilst onsite.

11.3.2 Groundwater Management

Monitoring of groundwater is undertaken in accordance with section 12 of the landfill licence L6756/1996/11. The Shire currently has nine (9) groundwater bores within the landfill site and one (1) groundwater bore on a neighboring property being MB10. As per appendix C. Monitoring is undertaken every six months (in April or May; and in September or October) in accordance with Table 4 of the landfill licence.

Currently sampling indicates that ground water it is not suitable for drinking, however can be used for livestock and irrigation.

11.3.3 Leachate Management

Given that the landfill site is unlined it is likely that leachate would be evident onsite. However the extent of the leachate would depend on several factors such as local climatic conditions, soil to cover waste, and waste accepted.

In August 2017, the site was reported to the DWER under the Contaminated Site Act 2003 (CS Act) and was classified as 'Possibly contaminated – investigation required' due to the potential for soil and groundwater contamination at the site. Therefore in November 2018 the Shire completed a Stage 1 Detailed Site Investigation to determine the site's contamination risk and extend of the leachate.

The DSI included several recommendations; with some already being actioned.

Recommendation	Status
Limited soil samples from the landfill material and below the liquid waste storage ponds were collected. As such, if development/rehabilitation works are proposed to extend within landfill material or below the ponds, additional soil sampling will be required in these areas of the site.	Pending
A landfill gas investigation has not been undertaken for the site and as such the current landfill gas regime at the site and potential associated risks remain unknown. A number of soil vapour implants are therefore recommended to be installed to assess the above with a minimum of 3 monitoring rounds over a period of 6 months.	Pending Funding
Based on the groundwater flow direction and potential mounding, leachate and hydrocarbon plumes, additional shallow wells may be required offsite to the south of well MB7 and offsite to the west of MB1 and MB2 to delineate the lateral extent of the plume and to confirm if groundwater impacts have the potential to be migrating offsite.	Completed
Continuation of bi-annual groundwater monitoring events to ensure decreasing or stable trends are still present for the site and to confirm flow direction. COPCs such as heavy metals, TRH, and BTEX, should be included as part of the ongoing GMEs.	Ongoing
Prepare a SMP to address groundwater impacts and soil exposure risks associated with surface maintenance activities at the former landfill and scrap metal area.	Pending Review of DSI

Table 3: DSI Recommendations

As part of the DSI the contractor provided a figure indicating the inferred extent of the leachate and hydrocarbon plumb. This indicated that the leachate is migrating offsite. However, it is important to note that this was based on several assumptions.

Since the DSI the Shire have installed the additional bore as per the above recommendations and have been monitoring the groundwater since 2019. Additionally, the Shire also commenced monitoring of PFAS in 2022. A recent review of the groundwater has indicated the extent of the plumb to be less than originally expected. A review of the extent of the plumb will be completed after the April 2024 groundwater sampling.

11.3.4 Landfill Gas Management

Landfill Gas Production

Landfill gas (LFG) is a natural by-product of the anaerobic biological decomposition of the organic fraction of solid waste disposed of in putrescible landfills. LFG consists primarily of Methane (CH₄) and Carbon Dioxide (CO₂) but may contain many other constituents in small quantities.

Once the LFG has been generated it often moves through and out of the landfill via the path of least resistance. If the LFG moves out of the landfill into the surrounding soils it is called “migration”. If it moves out of the landfill through the landfill cover into the atmosphere it is called “emissions”. In either case, the LFG can have significant impacts on the environment and human health and safety.

The Site currently has no gas migration monitoring points or gas management infrastructure. The formation of gas is likely to continue for some years.

Landfill Gas Monitoring

The post-closure risk profile undertaken in the Landfill Closure Management Plan indicates the risk of landfill gas being medium. The reduction of waste over time will see the risk reduced overtime. However, following the potentially contaminated site status the Shire are investigating the requirement for landfill gas regime.

11.3.5 Closure and Post Closure Management

When the current landfill cell is full, it will need to be rehabilitated. The Shire is currently setting the site up to become a transfer station for future use which will see wastes being transported to another facility. Reference to rehabilitation below is just to the landfill cell that will be closed.

Many of the chronic impacts of landfilling occur long after the landfill has closed. While these impacts can be mitigated by good design and operation, best-practice rehabilitation and long-term aftercare of the site will further minimise the potential of any detrimental impacts from the landfill.

In 2022 the Shire revised the Landfill Closure Management Plan, the plan includes a full overview of the pre-closure risk, rehabilitation design and capping system. A brief overview of the rehabilitation design, capping, vegetation, and post closure management is outlined below;

Rehabilitation

In line with the BPEM guidance, the objective of rehabilitation is to ensure that landfills are rehabilitated to minimise the seepage of water into the landfill and maximise the collection and oxidation of landfill gas from the landfill. The rehabilitation measures detailed within this section meet the required outcomes of BPEM including:

- That the seepage through the landfill cap is no more than 75 per cent of the anticipated seepage rate through a basal liner that meets best-practice requirements.
- Design and construction of the best cap practicable to prevent pollution of groundwater and degradation of air quality.
- Design and construction of the most robust cap to ensure that the system will continue to protect the environment in the event of several components of the system failing.
- Development of a post closure management plan to ensure that the site no longer poses a risk to the environment for at least 30 years after the site stopped receiving waste.
- Progressive rehabilitation of the landfill.

Progressive rehabilitation of a landfill involves the closure and rehabilitation of each cell once filling has been completed during the operating life of the landfill. These works are effectively a staged closure of the landfill that occurs while the operational site is being filled. Landfill cell rehabilitation works include:

- Capping and revegetation in accordance with regulatory requirements.
- Where required, installation and ongoing maintenance and replacement of gas and leachate collection infrastructure.
- Decommissioning of infrastructure no longer required.

Environmental and management benefits of progressive rehabilitation include:

- Minimising the generation of leachate and offensive odours.
- Facilitating materials budgeting through the staged use of capping materials over the life of the landfill.
- Achieving cost recovery during the operational life of the landfill.
- Completing rehab works while waste management personnel and plant are still based on site.
- Refining the capping design and construction methods based on experience and cap performance.
- Meeting financial assurance requirements.

Implementation of the progressive rehabilitation at a landfill should be consistent with the landfill closure plan. The Shire should, where operationally practicable, sequence operations to complete the filling of each cell in turn, rather than leaving one or more partly filled cells inactive and not fully rehabilitated.

Capping

The landfill cap forms a major component of the closure of the Facility. The design objectives for the final landform and cap are as follows:

- Minimise infiltration of water into the waste, ensuring that the infiltration rate does not exceed the seepage rate through the base of the landfill.
- Provide a long-term stable barrier between waste and the environment.
- Improve the visual amenity of the site.
- Provide a physical barrier to the waste body, minimising the risk to the EDL Facility.
- Manage surface water flows to minimise the potential for leachate generation and surface ponding.

The cap is comprised of the following layers:

1) **Erosion protection layer.** A 150 millimetre (mm) layer of coarse mulch will be applied to the cap surface to minimise the risk of erosion to the rooting zone until vegetation has become established.

2) **Soil/vegetation rooting layer.** A layer of at least 500mm of uncompacted soil (local sand) will provide a suitable medium for vegetation to become established.

3) **Low permeability layer.** A layer of 500mm of clay soil that will be compacted in thin layers before the rooting layer is added. The re-established low permeability layer will be tested to ensure it can achieve a co-efficient of permeability of at least $7.8 \times 10^{-9} \text{m/s}$.

4) **Intermediate cover layer.** A final cover layer of 300mm should be spread over the final layer of waste and appropriately compacted to ensure there is a stable and uniform layer, free of exposed waste, for the capping to be constructed over. This layer also provides a basic interim cap before the final cap is installed.

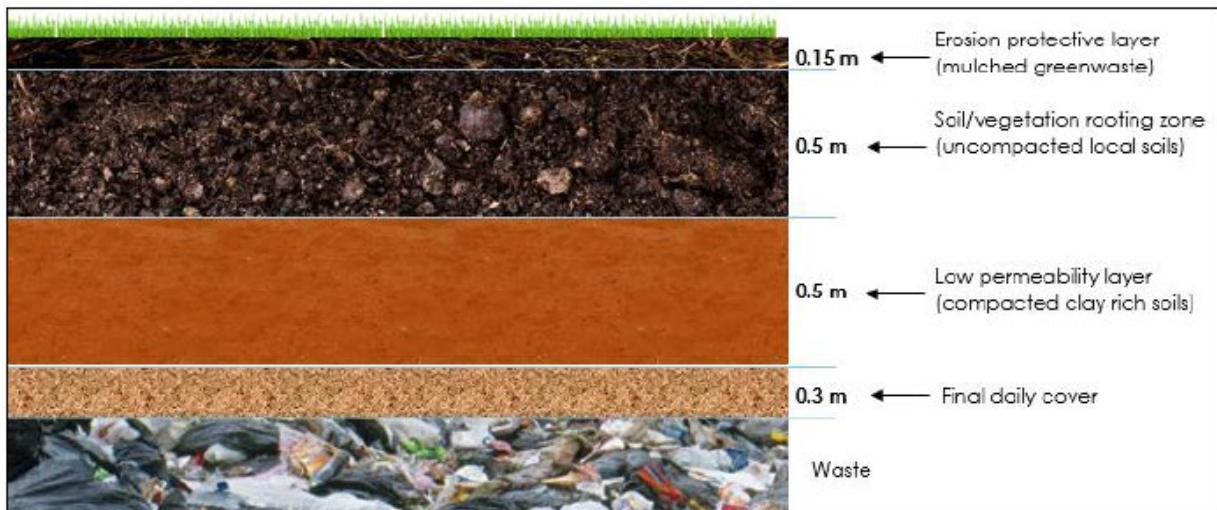


Figure 8: Structure of the DWER approved cap for the Buller Road Waste Facility.

Vegetation

The landfill will be rehabilitated to natural vegetation after its closure; therefore, the plantings should be of species found in the surrounding natural vegetation.

Advice should be sought regarding suitable species that are indigenous to the area and local provenance. To avoid inappropriate planting, ensure the species are adaptable to the local climate and enhance the local habitat.

Shallower rooting species should be used, as any roots penetrating the low permeability layer into the waste body may provide a conduit for water to flow through the cap. In addition, as the waste is likely to be producing small quantities of methane (which is a toxic gas to flora) for a number of years after capping, any roots penetrating the cap would be exposed to methane and possibly result in the death of the plant.

Appropriate species that could be planted over the site, considering the climate of the southwest region of WA are listed in Table 7.3 of the *Landfill Closure Management Plan*.

Post Closure Management and Monitoring

Once the landfill ceases to dispose of waste, it must still be managed to prevent any environmental impact until the waste within the landfill has sufficiently decomposed or stabilised such that it no longer presents a risk to the environment. The standard industry period for post closure management and monitoring of a putrescible landfill is about 20 - 30 years.

Post closure management and monitoring procedures for the Facility shall include:

- Maintenance of the landfill cap to:
 - Prevent/control erosion
 - Restore depressions, seal, and monitor cracks in the cap caused by settlement
 - Restore/maintain vegetation.
- Maintenance and operation of stormwater infrastructure
- Environmental monitoring of:
 - Surface water
 - Landfill gas
 - Settlement.

A full overview of post closure management and monitoring can be found in the *Landfill Closure Management Plan*.

Aspect	Monitoring Method	Frequency	Duration
Landfill gas	Capped surface	Six monthly	First 10 years
		Annually	Following 20 years
Groundwater	Groundwater sampling	Six monthly	First 5 years
		Annually	Following 25 years
Surface water	Sampling at sediment pond	Annually	First 5 years
Topography	Site walkover inspections	Six monthly and after severe weather events	First 2 years
		Annually and after severe weather events	Following 28 years
	Topographic survey	Annually	First 2 years
		Every 2 years	Following 13 years
		Every 5 years	Following 15 years

Figure 9: Table 11.1 Post-closure monitoring program from the *Landfill Closure Management Plan*.

11.4 Shire Waste Projects

11.4.1 Waste Education and Awareness

State-wide communications and consistent messaging on waste avoidance, resource recovery and appropriate waste disposal behaviours form an integral part of the Waste Avoidance and Resource Recovery Strategy 2030.

A reduction in the waste generated, by both internal operations and external sources within the Shire, is an essential step in the protection of the environment. To achieve a reduction in the creation of waste, a major behavioural change is required by all waste generators.

The Shire will utilise the behavioural change programs provided or being developed by the State and relevant authorities to reduce waste generation and increase recovery of waste.

These programs and initiatives include:

Waste Authority;

- “WasteSorted” communications toolkit to ensure consistent messaging relating to better practice kerbside services
- Better practice priority identification and develop local government services
- Household Hazardous Waste program
- Position statements including FOGO, waste to energy and waste hierarchy messaging
- Waste Wise Schools program
- Waste Data Strategy

DWER;

- “Own Your Impact” program providing targeted and up to date information to the community.
- Online system for waste reporting to measure impacts of waste and success of initiatives.
- Guidelines for managing waste in regional communities.

- Litter Strategy.
- Illegal Dumping Strategy.

In addition to informing waste generators, the Shire will also inform the community and lead on sustainable procurement practices, including the use of recycled products and materials in projects within the region.

To enable the development and roll out of various education initiatives, a review of the current communication methods utilised and potential need for a dedicated waste education position within the Shire will be conducted.

11.4.2 Kerbside Collection – Future Programs

Due to the Shire residing within the Peel Region the Shire have been identified as being required to transition to a three-bin system (FOGO).

The Shire believes the introduction of FOGO will not be viable due to a number of factors including the Shire being a regional Shire within the Peel Region, Financial implications and Transport Emissions.

A full overview of these factors is listed below;

a) Being a Regional Shire although in the Peel.

The issues faced by the Shire of Waroona being a regional shire, are very different to the other urban Shires within the Peel Region. The Waroona district is predominately rural and Agricultural spread over a large area, with several small townsites having low populations. There is limited infrastructure or support to manage waste, and the costs of collecting and transporting waste, is cost prohibitive for a Shire with such a small rate base. In addition, recycling options are limited, although the district landfill site is transitioning to a transfer station. Further the Shire of Waroona is amongst the States lowest scoring socio-economic locations.

b) FOGO creates financial inequity & disregards Cultural Norms.

As a result, implementing the 3 bins system to enable FOGO in this low socio-economic area, is too expensive, resulting in a 35% increase for townsites ratepayers only, creating economic inequity. By placing a financial burden on townsites communities who are the ones least able to afford to pay for it. As well culturally, most residents do not throw away food. As, although the Shire of Waroona is in Peel, it is not urban. Hence most people feed food scraps to worm farms, garden compost, and the neighbourhoods' chickens, along with other domestic and farm animals in the district. Hence, FOGO bins are not needed and will create an unwarranted cost on a very small ratepayer group. Also, the target of halving food waste, requires better food production and logistics, as the supermarkets sell food that spoils within a few days. Resulting in this community, in particular, having adopted the culture of reusing food in the above manner, as well as sharing locally growing surplus with the rest of the community.

c) FOGO creates more emissions - via transport - negating benefits.

In addition, there is very little district or local market for FOGO products, and its expensive to transport FOGO waste to the northern the processing sites. The extra transport involved to collect it and transport it, also creates significantly more CO₂ emissions, negating and environmental benefits that maybe gained. This seems to result in the material being stored at waste sites and being left to decay, creating even more emissions, and potentially leaching into water systems. The most viable sustainable and environmentally responsible solution for this regional district is sending this material to Waste to Energy.

Therefore, the Shire believe that a transition to Waste to Energy would be the most viable option for the Shire ratepayers. Coupled with a total ban on non-recyclable packing in WA – including imports such as polystyrene and single use plastic: our district needs a circular economy that collects recyclables fortnightly and waste, preferably in one round (less truck emissions and fuel consumption). Once waste is collected, the system would then transfer the waste on to low-cost sorting recycling technology- metals paper cardboard plastics and other recyclable reclaimed and reused – the rest of the waste goes to closed nil emission (facility that burns its own gases with stack scrubbers) closed Waste to Energy facilities.

The energy then feeds the power network, suppling affordable power. Which is then used to grow food and manufacture all the things we use and consume - then the cycle starts again. Included in this process should be sewerage, where water and solids are separated, and the water UV cleansed for industrial use and solids pelletized for fertilizer or Waste to Energy.

Additionally, the cost impact to the Shire ratepayers is significantly less. The added benefit is that only 5% of material processed via Waste to Energy is deemed contaminated which means the Shire's material recovery will increase by 20% just with the domestic kerbside bins being transported to Waste to Energy for processing.

11.4.3 Transfer Station Development

The Shire have commenced the development of the transfer station situated at the landfill facility (702 Buller Road, Waroona). The development included;

- New site access entry
- New site office and toilet block
- Community Recycling center
- Waste Bund/ Push Wall
- Tip Shop



Figure 10: Community Transfer Station overlay

The development commenced in 2018 and it is expected the development will be completed in financial year 2024/25 with the development of the tip shop. This will allow for the site to transition to transfer waste offsite by waste being disposed in the waste bund/ push wall and

loaded into a 15m³ bin by mechanical means.

By completing the development now, it will mean the Shire will have minimal financial impact as when the landfill site has reached capacity. Which will allow the focus to be on the capping and rehabilitation of the landfill cells.

11.5 Fees and Charges

Fees and charges for the Buller Road Waste Facility, Domestic Kerbside Waste Collection and Waste Operations Levy are an inclusion within the budget process. A review of the fees and charges each financial year to allow for the inclusion of any Consumer Price Index (CPI) increases.

11.5.1 Buller Road Waste Facility

Any increases to the Waste Facility fees and charges will be based on an increase of 3% or equivalent to the Consumer Price Increase (CPI) Perth to the March quarter in each year.

11.5.2 Domestic Kerbside Waste Collection

Increases to the domestic kerbside waste services will be reflective of the CPI increases which are on charged to the Shire.

11.5.3 Waste Operations Levy

The Waste Avoidance and Resource Recovery Act 2007 states that local governments are required to *“impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services its provides”*. To ensure that all ratepayers are contributing to waste services (the provision of the Buller Road refuse site) as per the WARR Act, the charge of the waste levy onto all rateable properties was endorsed by Council as per OCM 23/05/57 in June 2023. The Waste Operations Levy removes any funding shortfall for the provision of the waste services including the Buller Road Waste Facility.

11.6 Tip Passes

Tip Passes are attached to the bottom of the rates notices and issued in accordance to the following set of guidelines.

- Properties paying for a kerbside collection will receive 12 tip passes.
- Rural properties who do not have access to the kerbside collection will receive 24 tip passes.
- Vacant properties located within a townsite will not receive a tip pass.

Additionally, tip passes are available for sale in accordance with the adopted fees and charges.

11.7 Litter

The Litter Prevention Strategy for Western Australia is anticipated to be reviewed in 2020. The Shire will review the revised Litter Prevention Strategy for Western Australia and in conjunction with Department of Water and Environment Regulation (DWER) guidance, implement systems

that will improve the amenity of the Shire.

FY 21/22 ILLEGAL DUMPING STATISTICS	
Illegal Dumping - Reports	26
Infringements Issued	1
Frequent Locations	No
Cost Impact	\$6,286.35

Table 4: Baseline statistics from FY 2021/22

11.8 Data Collection

The ultimate measure of success for this Strategy is if progress is being made towards the achievement of the WARRS 2030 targets. Reporting requirements for local governments in relation to the Strategy are partially captured in the Local Government Census.

The Shire has implemented a waste tracking software (cooee) at the Buller Road Waste Facility which has been improved to allow for the capture of additional waste data. The implementation of Cooee has been essential in the management and recording of data to meet the reporting requirements stipulated within the WARRS 2030.

11.9 Shire Current Performance and Targets

The table below outlines the Shire's current performance. Given that the hard waste collection is conducted biennially the Shire have included performance statistics for two financial years. Financial year 2021/22 including the biennial hard waste collection and financial year 2022/23 excluding the biennial hard waste collection.

It is important to note the data displayed for financial year 2021/22 includes the additional material agreement with the Shire of Murray. Therefore, the Shire have included a base line excluding the Shire of Murray waste.

	FY2021/22		FY 2021/22 (Excluding SoM)		FY2022/23	
	Landfill	Divert	Landfill	Divert	Landfill	Divert
Buller Road Waste Facility	6640.81	887.29	3410.81	887.29	3599.42	1875.62
Biennial Hard Waste	112.2	78.23	112.2	78.23	0	0
Domestic & Commercial Kerbside	1599.61	298.443	1599.61	298.443	1622.19	284.62
Total	8352.62	1263.96	5122.62	1263.96	5221.61	2160.24
Percentage	87%	13%	80%	20%	71%	29%

Table 5: The baseline for the Shires material recovery statistics.

The Shire is committed to increasing the material recovery, however given the cost impact of material recovery the performance target needs to be realistic. Given this the Shire are committed to an 2% material recovery increase per annum.

12. Risk Assessment

The Shire has completed the following risk assessments based on the *LGIS Waste Facility Risk Management Guide April 2023*.

Site Design and Development Risk Assessment

Hazard	Guidance	Compliant
Construction Materials	<ul style="list-style-type: none"> ▶ Combustible materials such as timber, expanded polystyrene-cored panels, and fibreglass or poly cladding are to be avoided, even in temporary or transportable structures. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>
High ignition risks equipment	<ul style="list-style-type: none"> ▶ High risk equipment such as balers, shredders, hydraulic equipment or electrical infrastructure should be stored in dedicated fire rated buildings, or compartments, or physically distanced from other buildings. ▶ Where possible waste storage buildings, should be located at a sufficient distance from all other buildings, stockpiles and mobile plant. ▶ For advice on adequate separation distances contact LGIS for risk engineering advice as each facility poses unique considerations. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>
Electrical installations	<ul style="list-style-type: none"> ▶ Protections to prevent fire spread from motor control centres, switchboards or transformers to other areas of the facility should be provided. These protections include sealing of fire compartment penetrations, transformer blast walls, cable coating. ▶ For advice on fire protection of electrical installations contact LGIS for risk engineering advice as each facility poses unique considerations. ▶ Electrical isolation points should be clearly identified in emergency response plans. ▶ Electrical equipment should be secured from access by unauthorised personnel, to prevent electrical shock risks. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>
Heavy vehicle Movements	<ul style="list-style-type: none"> ▶ Paths of travel and areas of operations for heavy vehicles (dozers, loaders etc.) should be permanently isolated from waste facility users (members of the public, commercial contractors etc.). Shared roads should be avoided, and spaces such as transfer stations should be separated by physical barriers such as concrete curbing, walls, fencing, railings, or differing elevations. ▶ At no times should a heavy vehicle operate in the same area as members of the public. 	Y: <input type="checkbox"/> N: <input checked="" type="checkbox"/>
Traffic Management	<ul style="list-style-type: none"> ▶ Site layout should be designed to minimise vehicle/vehicle, vehicle/ structures, and vehicle/people interactions. ▶ A traffic management plan should be created for all facilities at least every five (5) years, or ideally more often, or whenever a change to site layout, paths of travel or roadways change. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>

Site access	<ul style="list-style-type: none"> ▶ Access to the facility entrance should be via a sealed road, with onsite roads around permanent infrastructure sealed. Unsealed roads around landfills should be frequently graded to allow ease of access for emergency vehicles. ▶ An alternative site entry / exit road should be established to provide means of escape if the primary exit is blocked by a fire, bushfire or hazardous material spill. ▶ Alternative access roads should be clearly identified in emergency management plans. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>
High ignition risks equipment	<ul style="list-style-type: none"> ▶ High risk equipment such as balers, shredders, hydraulic equipment or electrical infrastructure should be stored in dedicated fire rated buildings, or compartments, or physically distanced from other buildings. ▶ Where possible waste storage buildings, should be located at a sufficient distance from all other buildings, stockpiles and mobile plant. ▶ For advice on adequate separation distances contact LGIS for risk engineering advice as each facility poses unique considerations. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>
Landfill leachate	<ul style="list-style-type: none"> ▶ All waste storage cells regardless of whether regulated or licensed waste disposal facilities should contain a non-permeable lining to prevent ground water contamination even in instances where environmental licenses do not require linings. 	Y: <input type="checkbox"/> N: <input checked="" type="checkbox"/>
Firewater run off containment	<ul style="list-style-type: none"> ▶ All areas where combustible waste material is stored should be designed to contain water run-off from fire water or stormwater. Waste contaminated water should be stored in a pond, dam or similar that is of appropriate size for the expected fire water discharge plus additional capacity for local rainfall conditions, plus freeboard requirements. ▶ Areas designed for water catchment includes hardstands, structures and above ground recycling storage areas such as green waste, tyres etc. Fire water run off of waste fires can be detrimental to the environment and persons. 	Y: <input checked="" type="checkbox"/> N: <input type="checkbox"/>

Waste and Combustible Materials Handling

Hazard	Guidance	Compliant	
Internal waste storage	<p>According to the Department of Fire & Emergency Services Guide Note 04 (DFES- GN04). Internal waste storage requirements should be (but are not limited) to the following:</p> <ul style="list-style-type: none"> ▶ Buildings containing total stockpiles greater than 200m³ to be protected by automatic fire sprinklers. ▶ The maximum total size of a fire compartment containing waste stockpiles is to be 1,000 m³ ▶ The maximum stockpile height is of 4m and face angle should recede on a slope no greater than 45° to minimise the risk of collapse and fire spread. ▶ Internal stockpiles in a building fitted with an automatic fire sprinkler system should have a minimum of 6m unobstructed separation for accessible side, and 10m in a building not fitted with an automatic fire sprinkler system. ▶ A building not fitted with an automatic fire sprinkler system should have a dedicated external quarantine area not less than four times the floor area of the largest internal stockpile to receive and break down and extinguish that stockpile. ▶ The internal stockpile of a building not fitted with an automatic fire sprinkler system should be limited in size to be able to be moved to the dedicated external quarantine area using on-site resources only, within one hour or less. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Waste screening	<ul style="list-style-type: none"> ▶ Where possible, all mixed waste is screened to ensure removal of hazardous materials such as flammable liquids, flammable aerosols, flares, batteries and gas canisters. ▶ Staff training should be undertaken on identifying items or materials that require removal if observed on a landfill face, or within mixed waste stockpiles. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Hazardous material storage	<ul style="list-style-type: none"> ▶ Hazardous materials such as flammable liquids, flares, batteries, gas canisters are stored in a dedicated location, physically separated from combustible materials and stored according to the hazardous goods segregation table. ▶ Where appropriate storage of these materials is not possible on site, such as a household hazardous waste facility, these materials should not be accepted. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
High risk operations (crusher, shredder, bag openers etc.)	<ul style="list-style-type: none"> ▶ High risk mechanical equipment such as bag openers, shredders, balers that handle waste have undergone a plant specific risk assessment, and are appropriately protected from fire or personal injury. Protections may include, blast protection, fire isolation, safety interlocks with fire equipment, rotating equipment guarding etc. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

External waste stockpiling	<ul style="list-style-type: none"> ▶ The maximum width of a combustible waste stockpiles (internal or external) should be 20m if fire brigade vehicle access is provided down both sides of the stockpile, and 10m if access is provided down one side of the stockpile. ▶ The maximum length of an external stockpile should be 50m, or less dependent on separation requirements outlined in Figure 4 and Figure 5. External stockpiles should be protected from high or unnecessary external risks (e.g. bushfire, adjacent property fire, arson or spontaneous). 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Bulk Fuel Storage	<ul style="list-style-type: none"> ▶ Bulk fuel storage used for mobile equipment is located within a non-porous leak capture bund capable of holding 110% of the vessels maximum volume in the event of a leak, and if required, storage vessel is protected from vehicle impact protection; ▶ Fuel storage is not to be stored in close proximity to unnecessary external risks (e.g. bushfire, adjacent property fire, arson or spontaneous). ▶ Below ground storage tanks should be avoided. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Detection of subterranean fire	<ul style="list-style-type: none"> ▶ A procedure should be in place to detect and respond to an underground fire, including knowledge of the response plan, including required emergency equipment such as excavators or where to source equipment. ▶ Training in detection of subterranean fire should be undertaken, such as how to identify ground movement, cracking, subsidence or smoke evolution that results from an underground fire. ▶ Where underground fires are a common reoccurrence, gas monitoring wells should be installed, and additional controls such as aerial thermal drone scanning to provide earliest possible detection of a reignition. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Storage of quarantined materials	<ul style="list-style-type: none"> ▶ Quarantine and safe storage of hazardous building materials such as asbestos, medical waste, or radioactive waste is recorded in an onsite register, including GPS coordinates and appropriate onsite signage. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Asbestos waste	<p>Asbestos is only accepted where environmental licenses permit with the following procedures in place for managing asbestos wastes:</p> <ul style="list-style-type: none"> ▶ Asbestos material is wrapped in heavy duty plastic before entry to the premises; ▶ The disposal area shall be defined by GPS system or grid references; ▶ Asbestos disposal premises plan location should be kept as a permanent record; ▶ The burial of asbestos should be witnessed by a licensee representative, under 150mm of fill or putrescible waste as soon as practical after placement in the landfill and sign a bound, numbered register, a numbered file register or record keeping equivalent within 2 hours of the burial to attest that it has been buried in accordance with these procedures. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

Cover material	<p>Suitable levels of cover material are to be available at all times, consistent with the sites environmental licensing requirements. If the waste disposal site is not bound by environmental requirements, cover material is applied as if it is such as:</p> <ul style="list-style-type: none"> ▶ Daily cover: Minimum depth of 15cm over all landfill waste prior to ceasing operations each day. ▶ Intermediate cover: Virgin excavated natural material (VENM) to a depth of 30cm over landfill waste which are exposed for more than 90 days. ▶ Cover material stockpile: Two weeks cover material must be available at the premises. ▶ Reliance on spray on cover materials, or tarps are to be avoided. Spray on materials can reduce available fire water and tarps provide an additional combustible fuel source. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Methane collection	<ul style="list-style-type: none"> ▶ Where methane collection is located on site, storage and combustion of methane gas is well separated from waste material, structures and external exposures. ▶ An automatic flaring facility should be provided to prevent creeping methane gas when combustion is shut down. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>

Fire Protection

CONTROL	GUIDANCE	COMPLIANT	
Fire detection installation	<ul style="list-style-type: none"> ▶ The facility is to have an appropriate fire detection and alarm system based on the site's risk assessment. Detection needs should be considered beyond life safety with buildings containing internal waste storage protected by smoke detection. ▶ All fire detection and alarms should be fitted with a direct to fire brigade connection. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Fire sprinkler system	<ul style="list-style-type: none"> ▶ The waste facility is to have a fire sprinkler/suppression system in all fire compartments containing combustible waste with a fire compartment size greater than 1000 m², appropriate to the hazard class of storage as per Australian Standards AS2118.1.2017. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Fire hydrant system	<ul style="list-style-type: none"> ▶ In consultation with an appropriately licensed / experienced fire contractor, a fire hydrant should be installed to the requirements of Australian Standards AS2419.1-2005 to provide fire suppression to buildings, mobile plant storage, open yards storages and stockpiles. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Fire water supplies	<ul style="list-style-type: none"> ▶ All fire systems should be supplied with sufficient onsite water storage and pumping capability to meet the needs of Australian Standards requirements. Typically this water supply should provide the maximum hydraulic demand for both sprinklers and hydrants for not less than 2 hours. ▶ Where fire equipment such as hydrants or sprinklers are not present on fire, dedicated fire water supplies should be maintained to match the expected water demand of emergency vehicles responding to the largest possible fire on site. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Mobile equipment protection	<ul style="list-style-type: none"> ▶ Mobile equipment that is deemed either critical to operations, high value, long replacement time, or interacts with waste stockpiles is to contain automatic on-board fire suppression such as foam suppression. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Maintenance of fire systems	<ul style="list-style-type: none"> ▶ All fire systems should be maintained to the requirements as outlined in Australian Standards AS1851.2012. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Fire Impairment management	<ul style="list-style-type: none"> ▶ A fire impairment permit and procedure should be developed, that provides guidance on the additional controls required to manage fire risks when fire systems are impaired or isolated. ▶ The impairment management procedure should be communicated to 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
ERT and onsite fire response	<ul style="list-style-type: none"> ▶ All on-site staff are to undertake emergency response training, including how to identify a stockpile or underground fire, fire extinguisher use (including selection of the right type of fire extinguisher) and mechanical handling of smouldering waste materials. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Fire and emergency services	<ul style="list-style-type: none"> ▶ Provide the local DFES or volunteer fire brigade (if relevant) with a complete a tour and review of site. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

Risk Reduction Procedures

CONTROL	GUIDANCE	COMPLIANT	
Risk register	<ul style="list-style-type: none"> ▶ A site specific risk register has been developed for the site based on the risk assessment guidelines provided at the beginning of this document. The risk register should be reviewed on an annual basis to capture changes to the site and emerging or changing risks. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Emergency response plan	<ul style="list-style-type: none"> ▶ An emergency response plan fulfilling the requirements above has been developed and is available on site. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Emergency services information container	<ul style="list-style-type: none"> ▶ An emergency services information container has been established fulfilling the requirements above has been developed and is available on site. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Fall protection at transfers	<ul style="list-style-type: none"> ▶ Edge protection should be provided on all areas such as transfer stations where there is a risk of a person falling, when disposing of waste or recyclables. The following control measures may reduce exposure to the hazard of falling from one level to another at waste transfer stations: ▶ Provide waste disposal at ground level where possible (if this introduces mobile plant hazards, appropriate control measures must be used to minimise the risk to workers and customers) ▶ Install and maintain appropriate edge protection, such as a solid railing or wall ▶ Install wheel stops to keep vehicles away from the edge ▶ Designate and implement customer exclusion zones to prevent falls and customer interaction with mobile plant ▶ Provide employees to supervise waste disposal, assist members of the public and administer controls ▶ Train employees in fall prevention and traffic management ▶ Provide safety information to customers and display safety signs ▶ Install customer assistance devices, such as chutes and slides, that allow customers to dispose of waste away from the edge of the pit ▶ Provide a designated ground-level set-down area for heavy or bulky items ▶ Consider using modular flat-floor open-faced bin systems. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Tip face access induction	<ul style="list-style-type: none"> ▶ Hazard awareness notification and an induction is required for approved high frequency / recurring commercial operators who access the tip face. ▶ The induction should include but not be limited to traffic management on site, navigating ground conditions on site, stand off limits for tip face, heavy vehicle interactions and communication, PPE requirements, and waste disposal processes. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

Limit public access to tip face	<ul style="list-style-type: none"> ▶ Members of the public are not to be permitted access to the tip face, with access restricted to approved high frequency / recurring commercial operators who have undergone an induction and made aware of the hazards. Where there is free access there is often the temptation to interact and scavenging amongst disposed items, some of which contain multiple hazards. People may also encounter risks associated with excavated areas (e.g. asbestos and animal disposal pits, and sewage/ liquid waste ponds). 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Hot works	<ul style="list-style-type: none"> ▶ All hot works should be managed by a documented hot works permit to ensure that all hot works are conducted to better practice standards. ▶ A hot works permit is provided in the latter stages of this document. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Self-inspection	<ul style="list-style-type: none"> ▶ A formal, documented self-inspection and hazard identification process is to be conducted by site owners, addressing the issues listed in this guide. Where operation of a facility is contracted out, inspections should still be completed by the asset owner, to ensure compliance by operators. ▶ See Appendix A - Self-Inspections Checklist for more information. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Electrical thermal imaging	<ul style="list-style-type: none"> ▶ An electrical condition monitoring program is completed on a 12 monthly basis - including thermal imaging of all switchboards and distribution boards. Thermal imaging is a non-invasive condition monitoring program that can identify potential electrical failures or ignition sources before they occur. The program should also include RCD checks, and testing and tagging of portable electrical items as required in local legislation and Australian Standards. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Security	<ul style="list-style-type: none"> ▶ Based on the outcomes of the site-wide risk assessment, consideration should be given to routine security or ranger patrols after hours. Considerations should include physical site security controls, potential for theft, arson and likelihood of an after-hours fire being identified without external patrols. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Smoking	<ul style="list-style-type: none"> ▶ Waste sites should be designated as non-smoking sites for employees, contractors and visitors. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Traffic management	<ul style="list-style-type: none"> ▶ A formal traffic management plan is to be undertaken on a 5-yearly basis, or when major changes occur to the site's road system. A formal traffic management plan should consider how to minimise vehicle - vehicle interactions and vehicle - people interactions. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Contractor management	<ul style="list-style-type: none"> ▶ Approved contractors should be engaged through a commercial tendering process which assesses a contractor's suitability based on experience, references, skill and qualifications and insurance certificate of currency audit. ▶ Contractors are to be required to complete site specific induction upon first arrival and follow sign in and out procedures each visit. ▶ Contractors should adhere to the site operators / owners procedures and permits unless procedures and permits have been audited through the tendering process and confirmed to meet or exceed the requirement risk management standards. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

Business continuity plan	<ul style="list-style-type: none"> ▶ Consideration should be given to developing a Business Continuity Plan (BCP) focused on recovery, in addition to the Emergency Response and Crisis Management strategies. ▶ A BCP should contain an initial Business Impact Analysis (BIA) to be undertaken to prioritise key processes / functions that are essential to the business, maximum allowable outage periods before contingencies need to be activated, identify key dependencies and resources, and determine a business continuity team responsible for managing the recovery. ▶ Following this, the BCP is to be developed to document contingency plans for critical processes / functions. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Re-sale / recycle shop	<ul style="list-style-type: none"> ▶ Certain items come with safety obligations that apply in circumstances of re-supply. Some of these items, particularly if defective could pose a risk of harm to the end user exposing you to liability risk, or at least reputational risk as the supplier. ▶ Electrical safety standards apply to electrical goods including requirements under the Electricity Act 1945 (WA) and the Electricity Act Regulations 1947 (WA), along with guidelines and standards adopted by this legislation. Standards Australia publish specific standards in relation to ensuring the safety of second hand electrical equipment such as AS/ NZS 5761:2011 In-service inspection and testing-Second-hand equipment prior to sale, this specifies – “Prior to sale, the vendor shall confirm that the electrical equipment is operationally safe to use by determining that the equipment is free of obvious defects which may cause harm to the person or property when properly installed, maintained and used in applications for which it was made. “ Compliance with additional standards requires testing and inspection by competent persons to ensure electrical safety. Further information relating to the importing selling and hiring of electrical appliances can also be found on the Department of Mines, Industry, Regulation and Safety website. ▶ There are other items that could present a high risk in a resale or re-use situation including products that may attract scrutiny from the Australian Competition and Consumer Commission (ACCC) regarding safety (refer Product Safety Australia: http://www.productsafety.gov.au/). Many local governments have adopted an approach in relation to restricting items accepted for resale at waste facility recycling shops. If you are uncertain about the type of items to accept and offer at recycling shops, seek advice from the Department of Mines, Industry Regulation and ▶ Safety – Consumer Protection. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

External Risk Exposures

CONTROL	GUIDANCE	COMPLIANT	
Buffer zoning (The site's risk to external properties)	<ul style="list-style-type: none"> ▶ External storage buffer zones are provided between waste storage and boundary edges as per distances required in Figure 4 and Figure 5. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Fire breaks	<p>According to Western Australian Legislation (Bush Fire Act 1964) Boundary fire breaks and access roads are to be created and maintained to facilitate defensive firefighting of the site. In order to create and manage an effective fire break. The following must be considered (But are not limited to) :</p> <ul style="list-style-type: none"> ▶ A 3 metre wide trafficable fire break as close as possible to all external boundaries of the property must be installed by 1 November each year and maintained until 30 April the following year; ▶ Ensure a minimum vertical clearance of 4 metres is maintained along the fire breaks to enable vehicles to drive along the fire breaks without access being obstructed; ▶ A fire break cannot terminate or lead to a dead end; <p>FIREBREAKS MUST BE IN PLACE BY 1 NOVEMBER EACH YEAR AND MAINTAINED UNTIL 30 APRIL THE FOLLOWING YEAR.</p>	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Boundary fencing	<ul style="list-style-type: none"> ▶ Security fencing is provided around the boundary of the site as a protective barrier for both windblown waste and intruder access. It shall be 1.8 metres high topped with three barbed wire strands. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Windblown waste	<ul style="list-style-type: none"> ▶ Windblown waste should be contained within the boundaries of the premises by maintaining fences, installing litter screens and regularly compacting waste 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Lightning protection	<ul style="list-style-type: none"> ▶ Subject to the location risk, lightning protection in the form of lightning arrestors are erected to reduce the risk of lightning strike ignition of landfill, or stockpiles. 	Y: <input type="checkbox"/>	N: <input checked="" type="checkbox"/>
Bore monitoring	<ul style="list-style-type: none"> ▶ Water monitoring is conducted at all sites regardless of whether environmental licensing requires it or not. ▶ Monitoring should occur in all water bodies, both surface and groundwater that may be impacted by the landfill. The number of monitoring bores should be commensurate with the size of the facility, the risk of contamination and the nature of the groundwater environment. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Leachate containment	<ul style="list-style-type: none"> ▶ All waste contaminated water should be retained for managed on site. ▶ Leachate must be stored and managed in a manner such that it will not escape into surface water or groundwater, not causing offensive odours and minimising human contact with the leachate ▶ The sizing of the management/disposal system should be such that it has sufficient capacity to handle all leachate generated over the life of the landfill until it has stabilised. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
Wind monitoring	<ul style="list-style-type: none"> ▶ On-site wind monitoring is provided to assist in defensive firefighting efforts, allowing on-site responders to react to wind direction changes, and identifying potential at risk population of hazardous smoke. 	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>

Vegetation management	Annually vegetation on site should be managed prior to the bushfire season (before November 1). The removal of dead or dense vegetation can reduce the fuel load, and rate of spread for a fire. The following is required: <ul style="list-style-type: none">▶ Removal of unwanted plants and vegetation from site, such as overhanging limbs and branches over building roofs▶ Dead vegetation, or ground material▶ If the property is less than 4,000m², all grasses need to be maintained at less than 50mm for the duration of the firebreak season (1 November to 1 April)	Y: <input checked="" type="checkbox"/>	N: <input type="checkbox"/>
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13. Contingency Plan

13.1 Residential Kerbside Collection

Any service disruptions will be coordinated between the Shire's contractor and the Shire's representative.

Public Holiday

The Shire's contractor will inform the Shire of any service disruptions via email at least 10 working days prior. Officers will assess any collections over public holidays on an as required basis with final approval from the Manager of Works and Waste Services.

Special consideration will be given during the Easter and Christmas/ New Years period.

Emergency Response and Evacuation

In the event of an emergency, the Shire response may include coordinating an evacuation within the vicinity of the Shires waste facility. The Shire will communicate with the Shire's landfill contractor regarding any approved closures. Approval to re-open the facility to the public will be given by the Manager of Works and Waste Services once the emergency has been downgraded to a suitable level and the facilities are safe to return to. The Shire will accept fire damaged waste from residents for disposal. However, any contaminated waste which is likely to include asbestos or fragments of asbestos, will be required to be disposed of at an alternative site, in accordance with the license conditions of the Buller Road site.

Emergency Notifications will be given to affected residents, via the Shire's social media channels and website.

13.2 Buller Road Waste Facility

The Buller Road Waste Facility is open from 10am to 4pm every Thursday to Tuesday excluding Good Friday, Christmas Day and New Years Day.

In the event of any additional closures the Shire will follow the following processes;

Western Power Outages

In the event of a scheduled power outage the Shire will assess on the following basis:

Outage Day: Monday to Thursday

Response: Close facility to general public and advertise on the Shire's social media site and website.

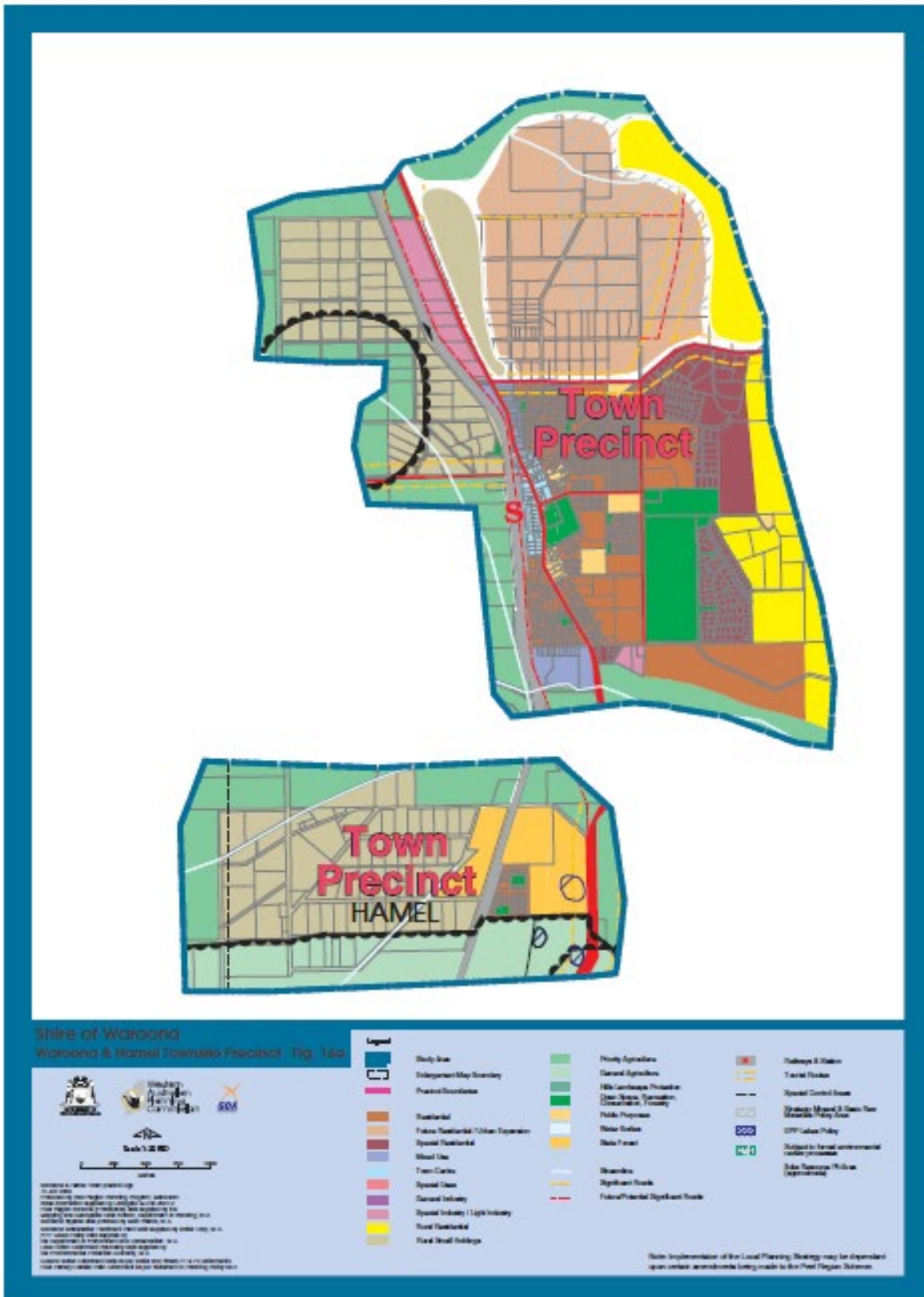
If closure is on a scheduled domestic kerbside collection date the Shire will ensure the Shire contractor remains onsite and available to adequately dispose of the waste.

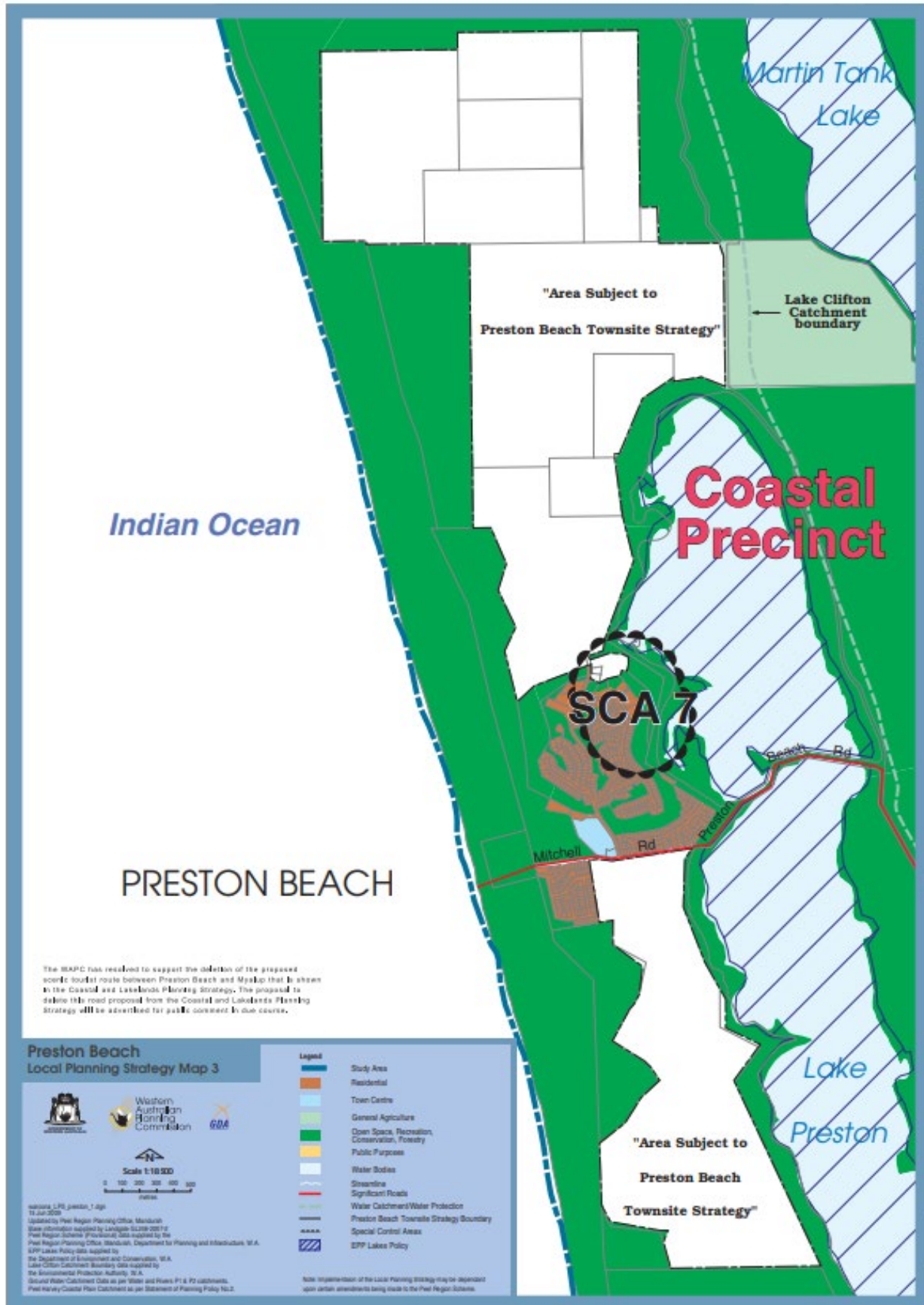
Outage Day: Friday to Sunday

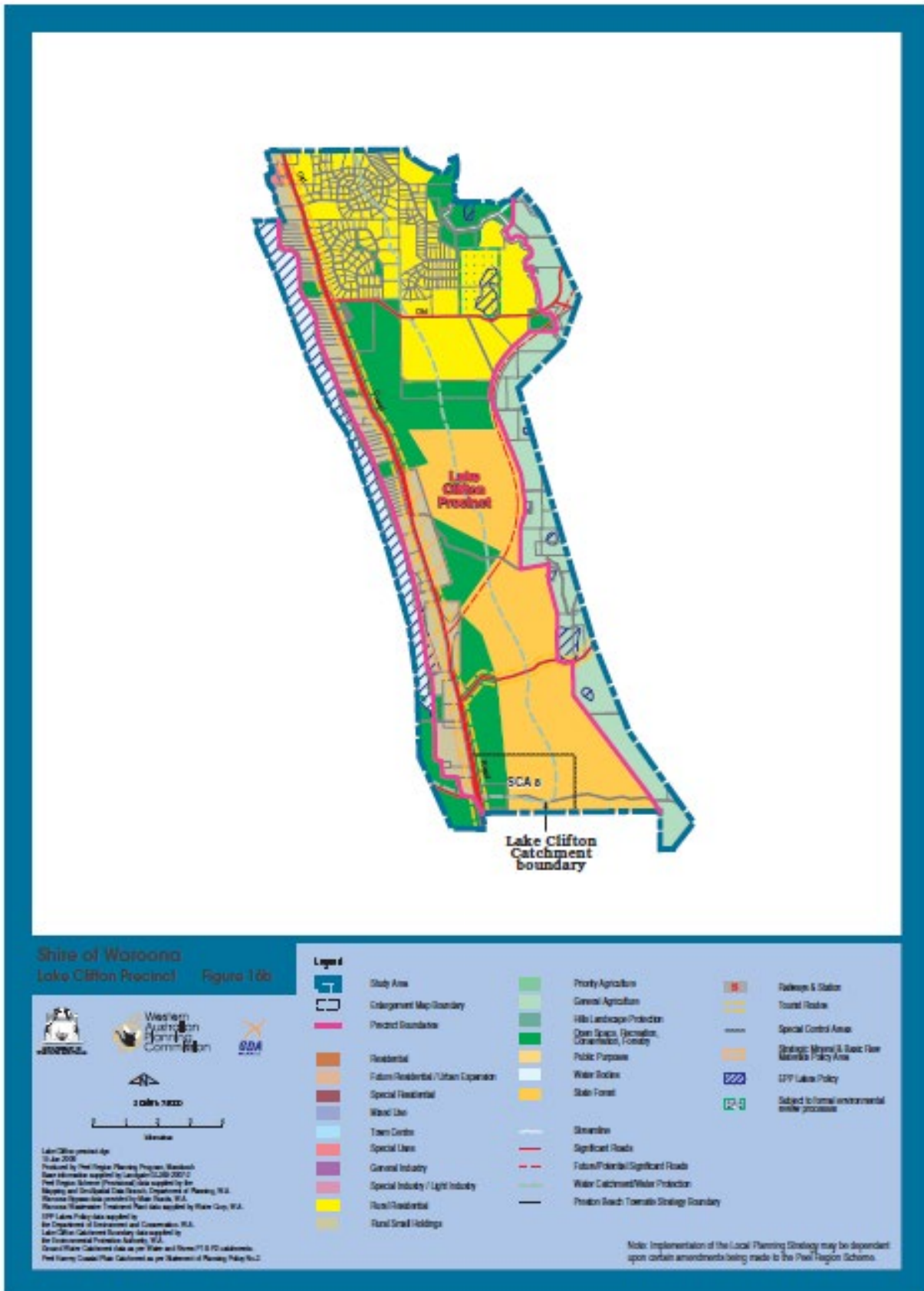
Response: The Shire will endeavor to have a generator to be onsite to ensure gatehouse staff have access to water services. In the event of a generator not being available for site the Shire will discuss opening of the site from 10am to 1pm with the Shire contractor with the final decision being authorised by the Manager of Works and Waste Services.

Any changes to the opening hours will be advertised on the Shire's social media site and website.

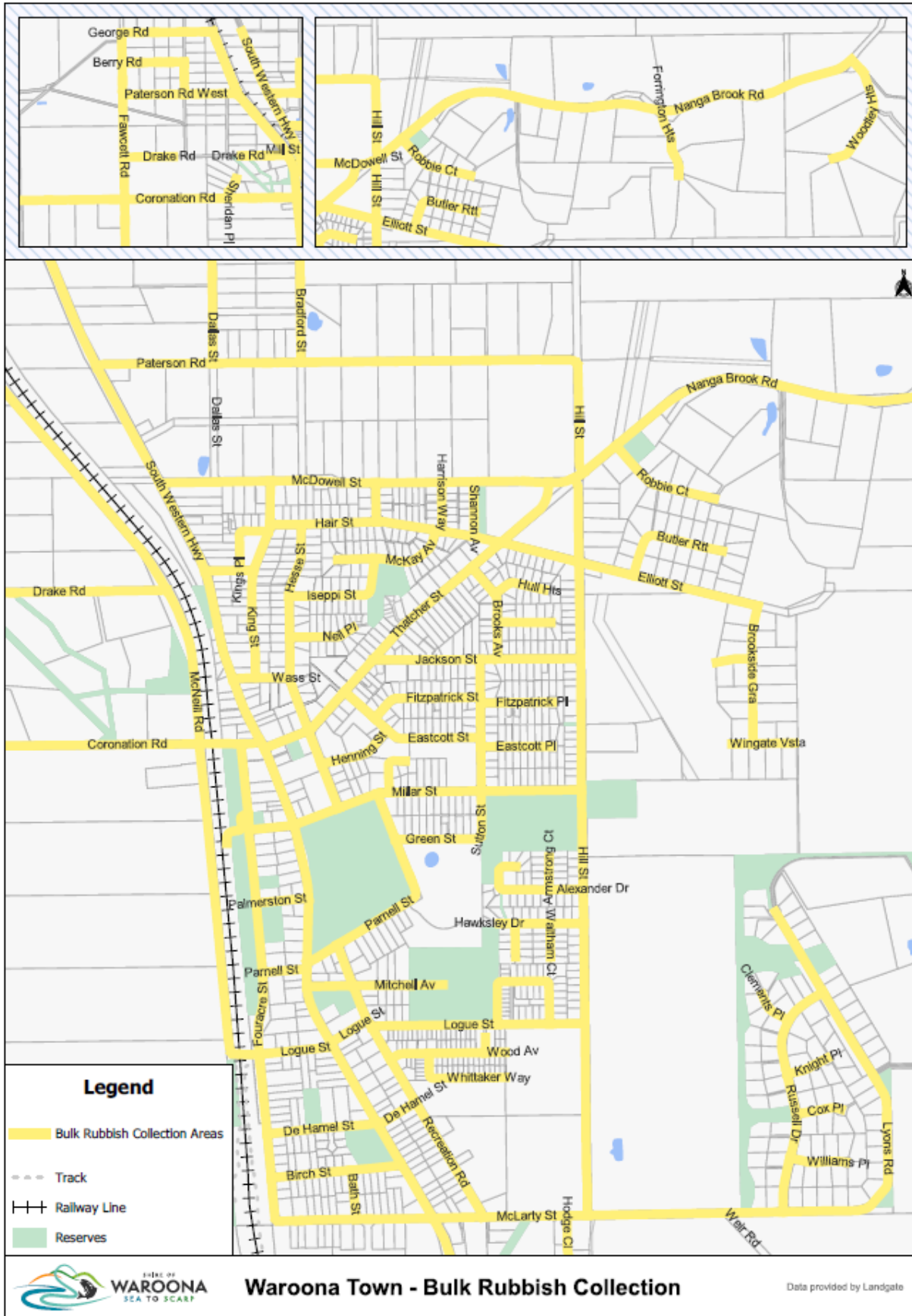
APPENDIX A: Residential Kerbside Collection Zone

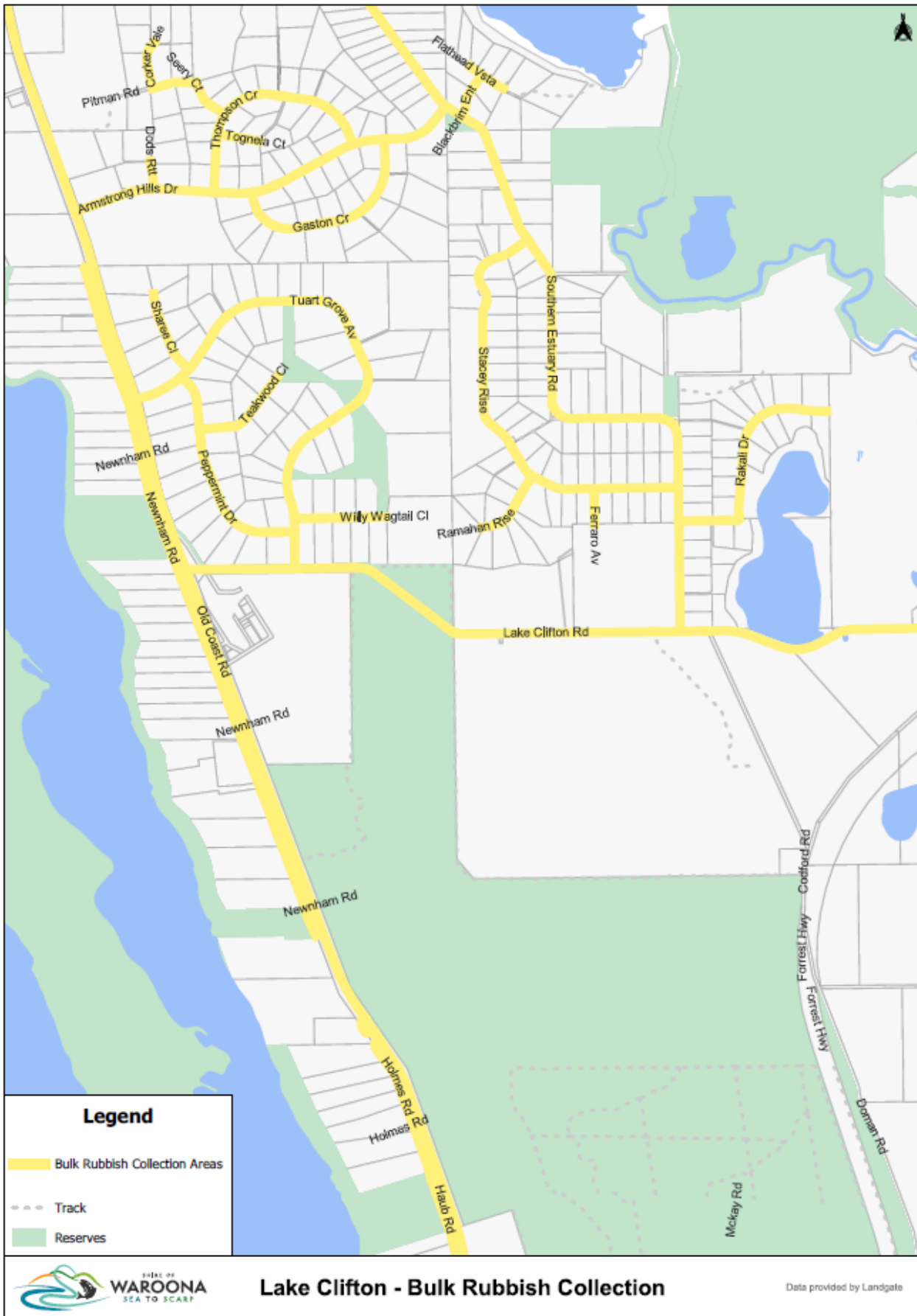


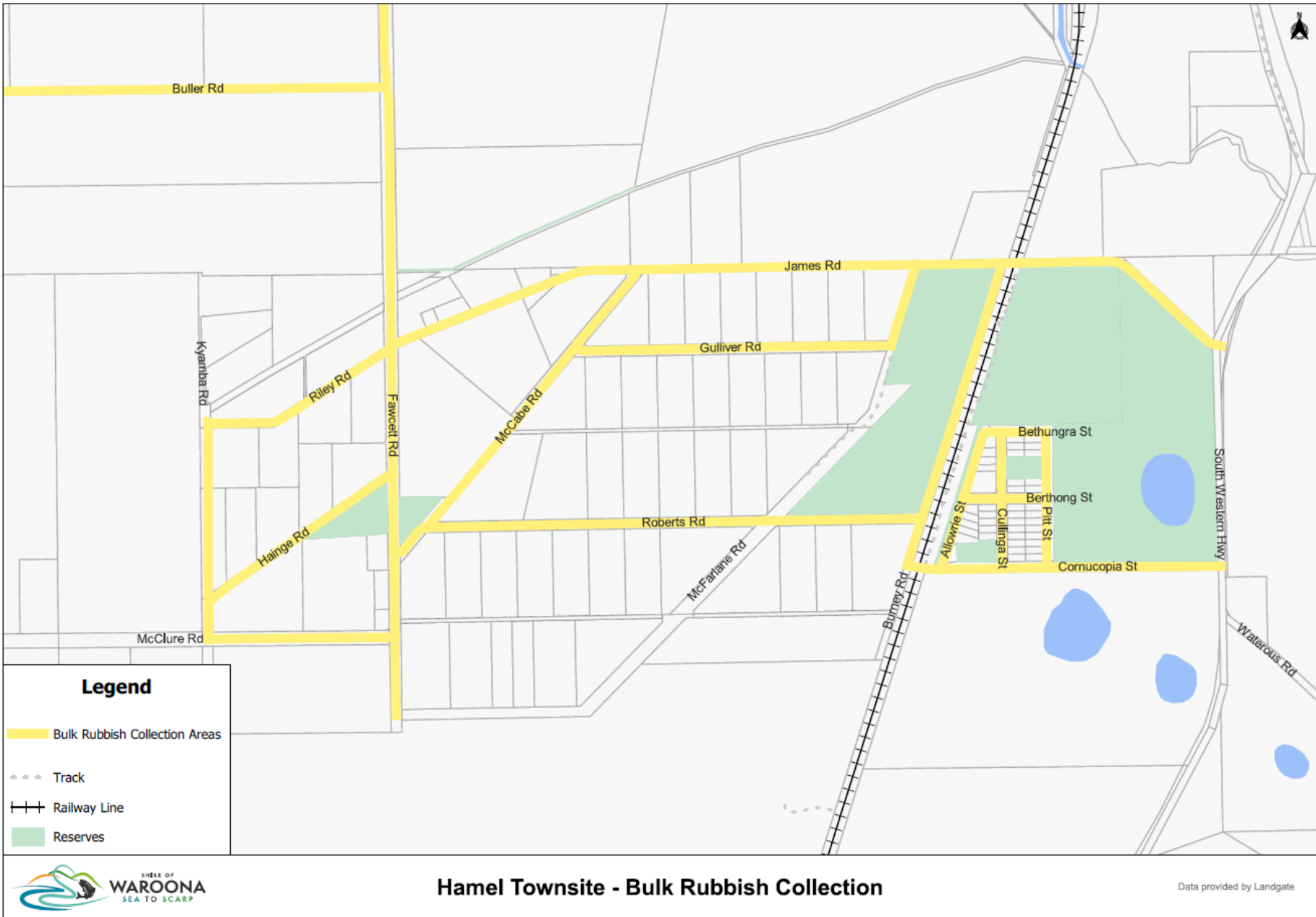




APPENDIX B: Hard Waste Collection Zones





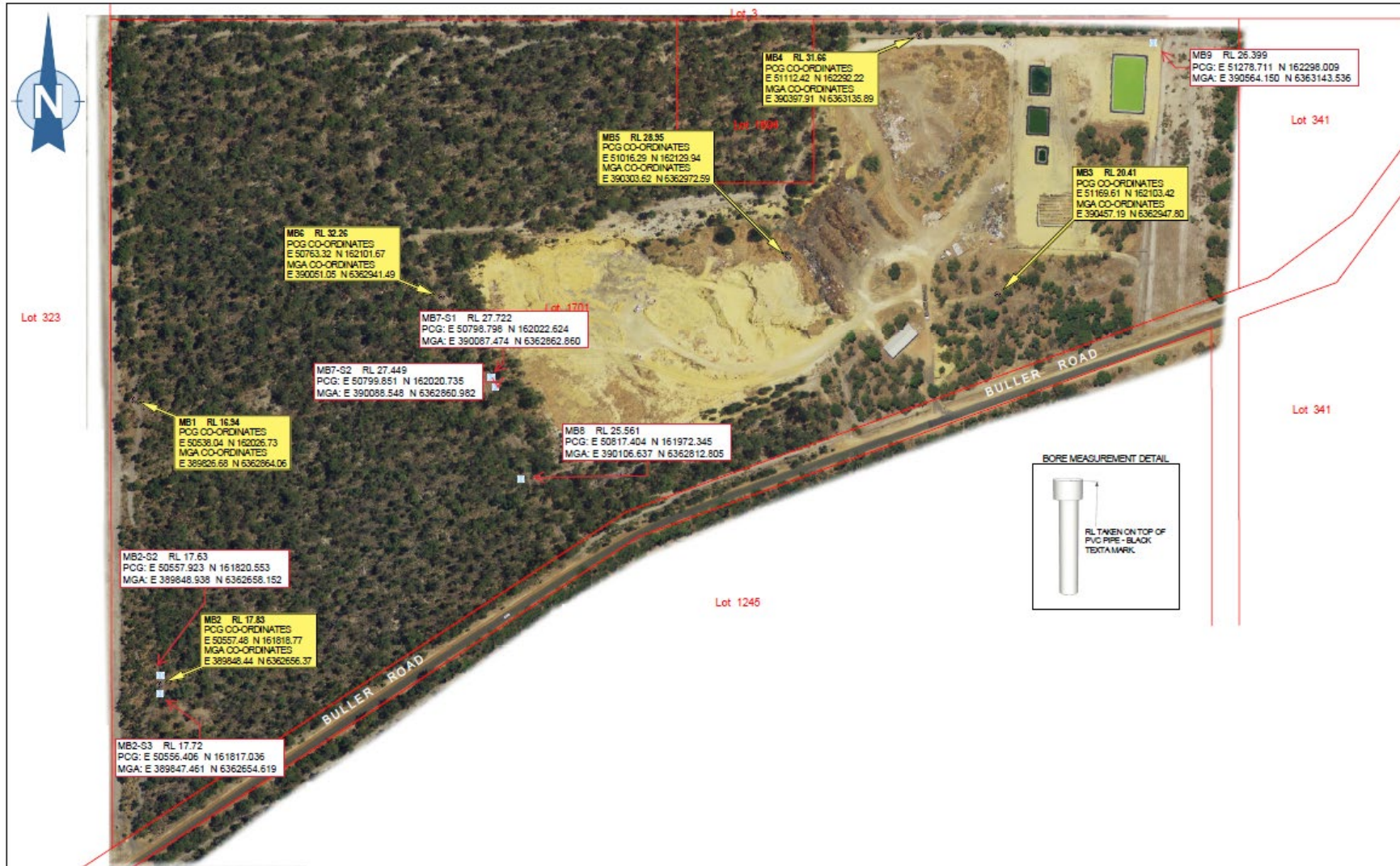




Preston Beach - Bulk Rubbish Collection

Data provided by Landgate

APPENDIX C: Groundwater Bore Locations



<p>Shire of Waroona P.O.Box 20 52 Hesse Street Waroona 6215 (08) 9733 7800 warshire@waroona.wa.gov.au</p>		Surveyed: BD May 2020 Updated Bore Levels	<p>WAROONA REFUSE SITE GROUND-WATER BORE LOCATIONS</p>	 SCALE ~ 1:2,500 @ A3
		SCALE ~ 1:2,500 @ A3		



LPP 1 – Local Planning Policy 1 – Heritage

1. Intention

To:

1. Identify places for inclusion on the Heritage List for the purposes of Part 3 of Schedule 2 to the *Planning and Development (Local Planning Schemes) Regulations 2015*;
2. Identify places for which planning consent may be required for works;
3. Provide appropriate planning protection for a range of places identified as having heritage significance; and
4. Provide for the preservation and enhancement of the context of heritage places, such that development that would degrade or compromise the heritage value of heritage places is discouraged.

2. Scope

This policy applies throughout the district.

3. Statement

Heritage List Place #	MI Ref	MI Category	Place Name	Particulars of Property	State Heritage Register	Heritage Assessment/ Conservation Plan
1	WO1	2	Hamel Hall	Reserve 22749, corner of Cornucopia & Cullinga Streets, Hamel	No	No
2	WO2	1	Hamel Nursery	Portion of State Forest No. 60, corner of James and Burney Roads, Hamel	Yes	Yes
3	WO5	1	Drakesbrook School	Reserve 43034, De Hamel Street, Waroona	Y	Yes
4	WO6	2	Nestle Factory	Lot 400, McLarty Street, Waroona	No	Yes
5	WO8	2	Drakesbrook Road Board Building	Reserve 8833, corner of South Western	No	No

Heritage List Place #	MI Ref	MI Category	Place Name	Particulars of Property	State Heritage Register	Heritage Assessment/ Conservation Plan
				Highway & Millar Street, Waroona		
6	W10	2	Waroona Cemetery	Reserve 4835, Mitchell Avenue & Logue Street, Waroona	No	No
7	W11	2	Vision Splendid Gardens	Lots 335 & Pt 340, Parnell Street, Waroona	No	No
8	W12	2	Wagerup Post Office	Lot 203, South Western Highway, Wagerup	No	No
9	W14	2	RSL Memorial Hall	Reserve 8746, South Western Highway, Waroona	No	No
10	W15	2	Irrigation Office	Lot 2 (formerly Lot 79), South Western Highway, Waroona	No	No
11	W21	2	Brookside	Lot 44, McNeill Road, Waroona	No	Assessment undertaken by HCWA for nomination to State Register in 1998 and 2000. Deemed as 'below threshold' and not entered.
12	W25	1	Railway Cottages (former)	Railway Reserve, south of Logue Street crossing of Railway, Waroona	Yes	Yes
13	W27	2	War Memorial	Reserve 8746, corner of South Western Highway & Logue Street, Waroona	No	No

4. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed every 5 years.

6. Associated Documents

Nil.

Division	Planning				
Policy Number	PP001				
Contact Officer	Manager Planning				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Local Planning Scheme No. 7 Municipal Heritage Inventory				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted	26/03/2019				OCM19/03/017

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR006 - Heritage		

LPP 2 – Local Planning Policy 2 – Signage

1. Intention

To:

1. Ensure signage relates to the approved use taking place at the building or land on which it is located.
2. Ensure that signs are designed to be sympathetic and harmonious with the area's amenity, streetscape and surrounding environment.
3. Encourage advertising which complements the natural and urban environment whilst minimising any negative impacts.
4. Promote a high standard of design and presentation.
5. Minimise clutter of advertising signs on any one property and along street frontages.
6. Control the erection of signs (size, type, location and quality) so as to minimise the proliferation of signs, prevent visual pollution and not detract from the amenity of an area.
7. Ensure that the scale of a sign is appropriate to the size of buildings and the lot frontage.
8. Ensure that the visual quality and character of localities and transport corridors, particularly highways, major roads and tourist routes, are not eroded.
9. Provide preferred development standards for signs in terms of illumination, area, dimensions, text, graphics and images etc.

2. Scope

This policy applies throughout the district.

3. Definitions

'Advertisement' means any word, letter, model, sign, placard, board, notice, device or representation, whether illuminated or not, in the nature of, and employed wholly or partly for the purposes of, advertisement, announcement or direction, and includes any hoarding or similar structure used, or adapted for use, for the display of advertisements. The term includes any airborne device anchored to any land or building and any vehicle or trailer or other similar object placed or located so as to serve the purpose of advertising.

'Advertiser' means any person or any group comprised of the landowner, occupier, licensee or other person having an interest in, or drawing benefit from, the display of an advertisement concerned. In this Policy, 'advertiser', 'applicant' and 'proponent' have the same meaning.

'Advertising device' means any object or structure on which any word, letter, number, symbol, figure, drawing, image or other representation or message whatsoever is written, placed, affixed, attached, painted, projected or otherwise displayed or on which provision is made for the same, for the purpose of giving any message or direction or promoting or publicising any business, project, function, enterprise, or undertaking, or any function or event, or any person, body or group, or any product or article, or other thing whatsoever, and includes an airborne device anchored to any land, building or other thing whatsoever, and also includes any vehicle or trailer or other similar object placed or located so as to serve the advertising purpose hereinbefore referred to.

'Amenity' means the quality and the conditions and characteristics of a locality or a lot or building (as the context requires) which contribute to their pleasantness and harmony and better enjoyment.

'Bill posting' means the attaching, sticking, painting, or stenciling of any bill, poster, placard or advertisement on any building, structure, fence, wall hoarding, sign post, pole, blind or awning or on any tree, rock whether erected upon private property or upon a public place and to "post a bill" has a corresponding meaning.

'Directional sign' means a sign erected in a street or public place to indicate the direction to another place, service or business but does not include any such sign erected or affixed by Council or Main Roads Western Australia.

'Main roads' and **'Highways'** are roads which are the responsibility of Main Roads Western Australia.

'Sign' has the same meaning as 'advertisement'.

'Third party properties' means properties which are not owned by the advertiser and/or from sites where the business or service is not operating.

'Tourist routes', which are non-highways and major roads, means the key tourist routes of Nanga Road and Nanga Brook Road.

Other definitions are set out in table 1 in the definitions column.

4. Statement

4.1 Sign Development Standards

Except for hoardings or illuminated directional street signs, signs shall only display the following:

- the name of the occupier/s of the business;
- details of the business carried at the premises;
- details of the goods sold in the premises to which it is affixed; and
- any other information specifically approved by Council.

No sign shall:

- not relate to the land use or occupancy of that land (i.e. advertising that promotes business or activities elsewhere or products or services names will not generally be permitted), unless otherwise specifically approved by Council;
- permitted which is set out in Table 2 of this policy;
- be free standing sign above a roof; and
- be attached to a tree that is living.

These standards are additional to the development standards in Table 1.

4.2 Signs on Third Party Land

Generally, signs should be located on land or buildings on which is conducting a business or profession which the sign relates. Council may, following appropriate justification from an applicant, consider signs on "third party" freehold properties.

4.3 Third Party Advertising Signs Adjacent to Primary Regional Roads

1. Signs are to be restricted to locations adjacent the Forrest Highway only.

2. No Third Party Advertising will be permitted along the South Western Highway and Old Coast Road.
3. A maximum of four (4) Third Party signs are to be located along the Forrest Highway. This number includes existing signs.
4. Signs must be located at least one kilometre from any other third party sign.
5. Where possible signs are to be co-located near other infrastructure such as bridges, mobile phone towers or high voltage electrical lines in order to minimise the impact on the skyline and the general landscape.
6. The location and positioning of signs are not to result in the removal of vegetation. Where absolutely necessary and where no alternative site can be found, the removal of vegetation is to be minimised and the vegetation removed is to be replaced on a suitable location on site.
7. Access platforms, safety or lighting devices should be designed and constructed as an integrated part of the sign structure so that these devices do not visually dominate the design of the sign when viewed from the highway.
8. Any sign illumination to be designed so that it does not result in overspill or glare to vehicles on the highway or buildings on land in close proximity to the sign.
9. The sign face is to be designed in a clear, easily read manner that will not distract driver attention.
10. The design of signs shall be consistent with existing third party signs approved by council with regard to size, height and advertising area.

4.4 Siting Restrictions near Highways, Main Roads and Key Tourist Routes

Council will generally not permit the siting of advertising signs on or in the vicinity of highways, major roads and key tourist routes when they provide vistas for the surrounding landscape. The protection of these vistas is important from a tourism and amenity viewpoint.

Council may consider the erection of suitable advertising signs near highways, major roads and key tourist routes where the signs are:

- on freehold land; and
- located on land or buildings on which the business or profession relates; or
- for community development or advertising road safety.

Council will require that signs are sited to minimise the impact upon surrounding vistas and to minimise impacts on the area's amenity.

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
Banner Sign	A vertical or horizontal sign made of light weight, non-rigid material, such as cloth, canvas or similar fabric attached at one or both ends.	<ul style="list-style-type: none"> • Maximum height: 1.0m • Maximum length: 2.0m • May be placed on the face of a building at street level providing it can be demonstrated that it will not create safety concerns or inconvenience for pedestrians. • Must not project beyond the face of the building. • Shall not be erected for a period of more than 30 days.

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
Entry Statement Sign	A fence or wall constructed of masonry or other materials to identify the entrance of an estate and may include, but not limited to, a sign promoting the estate name.	<ul style="list-style-type: none"> The size, form and design are at the discretion of Council and will be assessed having regard to the Signage Performance Criteria and policy objectives. Signs shall be located entirely within private property. Where an Entry Statement Sign contains an estate name, it shall also include the locality.
Estate Development Sign	A sign mounted on one or more support poles, erected on a lot within a subdivision or development estate, displaying information about the estate such as the estate name, the plan of subdivision or development, the estate features, sales and real estate agency contact details.	<ul style="list-style-type: none"> Maximum height: 6.0 metres Maximum length: 3.0 metres Minimum clearance from the ground: 2.4 metres, unless the sign is designed as such that the underside of the face area is located at the ground level. Minimum land area to be developed: 1ha Maximum display period: Generally 2 years. Shall be removed within 30 days of 95% of lots or buildings within the estate or applicable stage being sold. Content is predominately for directional purposes. Is generally located within 1km of the land development estate or subdivision and is in close proximity to the-nearest road intersection.
Hoarding (Billboard)	A detached structure, other than a pylon sign, that is erected for the sole purpose of displaying a sign or signs and does not include a hoarding within the meaning of Section 377 of the <i>Local Government Act 1995</i> , as amended.	<ul style="list-style-type: none"> Only permitted in restricted locations at the discretion of Council and must include information that is of community interest. The size, form and design are at Council's discretion. A hoarding shall not: <ul style="list-style-type: none"> be erected on land that is zoned for residential purposes by a Local Planning Scheme; except with the approval of Council be erected within 15 metres of a street or other public place and in any case not closer than its own height to a street or public place; An approval issued in respect of a hoarding is valid for the period specified in the Permit but not exceeding 5 years. The permit fee for a hoarding is the annual Permit fee prescribed by Council from time to time and is payable annually so long as the hoarding is maintained with the approval of Council.

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
Horizontal Sign	A sign affixed or painted on a building or structure where its largest horizontal dimension exceeds its vertical dimension.	<p>When not attached to an awning or verandah:</p> <ul style="list-style-type: none"> • Maximum height: 1.5m • Maximum width: 300mm (the proposed width shall not encroach public areas or road reserves in an adverse manner) • Maximum length: 5.0m • Minimum Clearance to Ground Level: 2.4m • May be illuminated. <p>When attached to an awning or verandah:</p> <ul style="list-style-type: none"> • Maximum height: 500mm or if attached to a fascia the sign shall not project beyond the height of the fascia whichever is shorter. • Maximum width: 300mm (if attached to a fascia, the proposed width shall not encroach public areas or road reserves in an adverse manner). • Maximum length: Shall not project beyond the width of the awning/verandah or exceed 2.7m whichever is the shorter. • Minimum distance from any other Awning/Verandah sign or Horizontal Wall Sign: 2.4m • Minimum distance from side boundary of the lot: 1.2m • Minimum Clearance to Ground Level: 2.4m • May be illuminated.
Illuminated Signs	Means a posted or painted advertisement externally illuminated by artificial source of light.	<p>An illuminated sign shall:</p> <ul style="list-style-type: none"> • have any boxing or casing in which it is enclosed constructed of incombustible material; • have its electrical installation constructed and maintained to the satisfaction of the appropriate electricity supply authority; • be maintained to operate as an illuminated sign; • not have a light of such intensity as to cause annoyance to the public; and • not reflect the illuminated sign with a flickering frequency which would impact on a residential area.
Information Panels	Means a panel used for displaying government and local government notices, functional and dated announcements of a religious, educational, cultural, recreational or similar character, general information	Council may provide information panels and permit the inclusion of advertisements in such panels upon any conditions it thinks fit.

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
	for the benefit of the public and travellers and general commercial advertising.	
Moveable Sign	A sign that can be moved and or is attached to a structure that is capable of being moved under its own power or with assistance.	<p>Movable signs are not supported where, in Council's opinion, the sign would obstruct pedestrian, cyclist or vehicle movements or sightlines or obstruct access or views from any other premises.</p> <p>Moveable signs may be supported by Council where relevant safety and other planning considerations are suitably met. This is subject to:</p> <ul style="list-style-type: none"> any moveable sign should typically be located as close as possible to the premises to which it relates, unless Council is satisfied that there are circumstances which make this difficult and that an alternative location has been identified, which is to the satisfaction of Council; the advertiser/operator is required to maintain an appropriate Public Liability Insurance covering the placement of the moveable sign on the footpath within the Waroona town centre that indemnifies Council to the satisfaction of Council; moveable signs shall only remain in public places while the shop or business is open for trading; and moveable signs within road reserves are to be removed at the close of trading each trading day.
Pylon Sign	Means a sign supported by one or more supports and not attached to a building and includes a detached sign framework supported by one or more support posts to which sign infill's may be added. Includes a monolith sign (a pylon sign which is infilled from the ground level to the top of the sign to appear as a solid wall and where the supporting columns cannot be seen).	<ul style="list-style-type: none"> Maximum height: 6.0m Maximum length across the face of the sign: 2.5m Maximum width: 500mm Minimum clearance from ground level: 2.4m, unless the sign is designed as such that the underside of the face area is located at the ground level. Minimum distance from any other pylon sign: 10m One pylon sign per road frontage or one for every 50m of linear road frontage. Be geometrically two sided (i.e. not "v" shaped). Individual pylon signs in close proximity to each other will not be supported for individual tenancies where multiple units/tenancies exist or are proposed to exist on a lot. The pylon sign/s shall be designed to provide one infill panel for each unit/tenancy on the lot and where

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
		<p>this occurs the maximum height may be increased to 7.0m.</p> <ul style="list-style-type: none"> • May be illuminated.
Roof Sign	Means a sign or advertising device erected on or attached to the roof of a building.	<ul style="list-style-type: none"> • Maximum height: 750mm • Maximum length: 4.5m • Maximum distance between top of sign and roof: 750mm • Maximum height of building: 7.5 metres • May be illuminated. • When ascertaining the height of the main building above ground level for the purpose of this section, any part of the roof at the point where the sign is to be erected that is provided solely for the purpose of architectural decoration shall be disregarded.
Semaphore Sign	Means a sign affixed to a building or wall and supported at, or by, one of its ends only.	<p>A semaphore sign shall:</p> <ul style="list-style-type: none"> • afford a minimum headway of 2.7 metres; • be fixed at right angles to the wall to which it is attached; • not project more than 1 metre from the point of attachment nor be of greater height at any point than 1 metre; • be fixed over or adjacent to the entrance to a building; and • not be fixed under or over any verandah. <p>Not more than one semaphore sign shall be fixed over or adjacent to any one entrance to a building.</p>
Tethered Sign	A sign which is suspended from, tethered or tied to any structure including poles or other object (with or without supporting framework). The term includes flags (moveable or permanent) and lighter-than-air and inflatable devices such as balloons and blimps.	<p>Maximum height:</p> <ul style="list-style-type: none"> • Flags: 900mm • Inflatable devices: 7.0 metres <p>Maximum diameter:</p> <ul style="list-style-type: none"> • Flags: N/A • Inflatable devices: 4.0m <p>Maximum Length:</p> <ul style="list-style-type: none"> • Flags: 1.6m • Inflatable devices: If applicable, at Council's discretion. <ul style="list-style-type: none"> • Minimum height from ground: 2.7 metres • Maximum height from ground: 8.0 metres • Minimum distance from any pylon sign: 10 metres • Shall be located wholly within the boundaries of the subject lot. • Inflatable devices and moveable flags shall only be erected for a maximum period of 2 weeks at a time and may only be erected on the property no more than 3 times in each calendar

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
		<p>year. A minimum of 4 weeks must elapse between displays of an inflatable sign or moveable flags.</p> <ul style="list-style-type: none"> • A maximum of one inflatable device or two moveable flags may be erected at a property or tenancy for a limited period at any one time for larger showroom and/or retail outlets to promote a special event/sale.
Temporary Sporting & Community Sign	Means a temporary advertisement erected by a sporting or community group for the purpose of advertising a sporting or community event (e.g. cultural activities, sporting registration days, arts & crafts fairs and market days or other events of public interest).	<ul style="list-style-type: none"> • Maximum height: 1.5m • Maximum length: 3.0m • Maximum width: 300mm • Shall not be illuminated or contain fluorescent, reflective or retro reflective colours. • Shall be limited to show the name, location and date of the event. • Shall be limited to one sign per road frontage. • Shall be exhibited for not more than 20 days before the event and shall be removed no later than 2 days after the conclusion of the event. • The sign writing shall be of a professional standard and quality, to the satisfaction of Council. • Shall not be within road reserves or other public land without
Tower Signs	Means a sign affixed to, or placed on a chimney stack or an open structural mast or tower.	<p>A tower sign shall not, unless otherwise approved by Council:</p> <ul style="list-style-type: none"> • indicate or display any matter other than the name of the owner or occupier of the land or premises on which the mast, tower or chimney stack is erected; • if illuminated, be a flashing sign; • exceed in height one-sixth of the height of the mast, tower or chimney stack on which it is placed; and • exceed in width the width or diameter of the mast, tower or chimney stack on which it is placed.
Verandah Sign	Includes a sign above a verandah fascia, a sign on a verandah fascia and a sign under a verandah.	<p>A sign comprising free-standing lettering only may be erected above the outer fascia of a verandah parallel to the kerb if the lettering does not exceed 400 millimetres in height and is mounted on a base of at least 75 millimetres in width.</p> <p>A sign fixed to the outer or return fascia of a verandah:</p> <ul style="list-style-type: none"> • shall not project beyond the outer metal frame or surround of the fascia; and • if it is an illuminated sign may be of changing colours but shall not emit a flashing light.

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
		<p>A sign under a verandah shall:</p> <ul style="list-style-type: none"> • not weigh more than 50 kilograms; • not, if it exceeds 300 millimetres in width be within 1.4 metres, or where it does not exceed 300 millimetres in width be within 1 metre, of the side wall of the building, measured along the front of the building before which it is erected; • not, if it exceeds 300 millimetres in width, be within 2.7 metres, or where it does not exceed 300 millimetres in width be within 1.75 metres, or another sign under that verandah; • be fixed at right angles to the front wall of the building before which it is erected except on a corner of a building at a street intersection when the sign may be placed at an angle with the wall so as to be visible from both streets; and • be so placed that the centre of its base longitudinally is equidistant from the outer edge of the verandah and the vertical plane of the shop front directly opposite the end of the sign.
Vertical Sign	Means a sign affixed or painted on a building or other structure with its largest dimension being vertical.	<p>When not attached to an awning or verandah:</p> <ul style="list-style-type: none"> • Maximum height: 3.0m • Maximum length: 1.5m • Maximum width: 300mm (the proposed width shall not encroach public areas or road reserves in an adverse manner) • Minimum Clearance to Ground Level: 2.4m • May be illuminated. • Not be within 1.5 metres of either end of the wall to which it is attached. • Not project more than 1 metre above the top of the wall to which it is attached nor more than 1 metre back from the face of that wall. • Not be placed on a corner of a building, except at a street intersection when it may be placed at an angle with the wall so as to be visible from both streets. • Where a building to which a vertical sign is to be affixed is set back from the boundary or abuts on an intersecting street or right of way, Council may authorise the affixing of a sign at a lesser distance from the end of the wall. <p>When attached to an awning or verandah:</p>

Table 1: Signage Definitions And Discretionary Development Standards		
Sign	Definition	Discretionary Development Standard
		<ul style="list-style-type: none"> • Maximum height: 500mm or if attached to a fascia the sign shall not project beyond the height of the fascia whichever is shorter. • Maximum width: 300mm (If attached to a fascia, the proposed width shall not encroach public areas or road reserves in an adverse manner). • Maximum length: Shall not project beyond the width of the awning/verandah or exceed 1.5m whichever is the shorter. • Minimum distance from any other Awning/Verandah sign or Vertical Wall Sign: 2.4m • Minimum distance from side boundary of the lot: 1.2m • Minimum Clearance to Ground Level: 2.4m
Display Home Signs	Means a sign erected on a lot on which a house is erected and which notifies members of the public that the house is open for inspection.	For non-exempt signs: <ul style="list-style-type: none"> • not be illuminated after 9.00pm; and • not be erected or maintained after the cessation of the display home activity.
Rural Producers' Sign	Means a sign erected on land lawfully used for rural purposes which advertise goods or products produced, grown or lawfully manufactured on the land within the boundaries of which the sign is located.	A rural producer's sign shall: <ul style="list-style-type: none"> • show only the name and address of the occupier of the land or the name of the property or both and only advertise goods or products produced, grown or lawfully manufactured upon the land; and • not exceed 1 square metre in area or 3 metres in height.
Sale Signs	Means a sign indicating that the premises whereon it is affixed are for sale, for letting or to be auctioned.	A person shall not erect or maintain a sale sign: <ul style="list-style-type: none"> • greater than 2m² in respect of a dwelling; • greater than 5m² in respect of multiple dwellings, shops, commercial and industrial properties; • 10m² in respect of large properties comprised of shopping centres, buildings in excess of four storeys and rural properties in excess of 5 hectares; and • not be erected prior to the issue of a Building Permit for any such development.
Sandwich Board	A sign not permanently fixed to a building, wall, fence, structure or the ground and consisting of two sign boards attached to each other at the top by hinges or other means.	Refer to "Moveable Sign".

Table 2: Exempt Signage	
Sign	Definition
Bunting and Banners	<p>A string of flags, streamers and the like strung in a line(s) from or otherwise attached to a building or other structure. provided they are:</p> <ul style="list-style-type: none"> exhibited for not more than 7 days before the event and shall be removed no later than 2 days after the conclusion of the event; not within road reserves or other public land without prior approval from the relevant authority).

5. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legalisation provide the broad framework within which this policy operates.

6. Review

This policy is to be reviewed every 5 years.

7. Associated Documents

Nil.

Division	Planning				
Policy Number	PP002				
Contact Officer	Manager Planning				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted	26/03/2019				OCM19/03/017

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR007 - Signage		

LPP 2 – Local Planning Policy 2 – Signage

1. Citation

This is a Local Planning Policy prepared under schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015 (Regulations). This Policy may be cited as Local Planning Policy No. 2 *Signage*.

2. Purpose

The purpose of this policy is to provide guidance on signage and instances where development approval is not required from the Shire of Waroona (the Shire). This policy also clarifies what signage is considered suitable by the Shire for approval and specifications, to provide certainty and transparency.

3. Objectives

The objectives of this policy are to:

1. Ensure that signs do not dominate the landscape or built environment and remain an incidental feature.
2. Ensure that the display of signage does not adversely impact on the amenity of the land and surrounding areas.
3. Promote the display of signage for the purpose of public and community events.
4. Ensure that signage does not adversely impact the level of safety for motorists, cyclists and pedestrians.
5. Protect the significance of heritage places and buildings.
6. Ensure that signage is established and maintained to a high standard.
7. Protect the scenic amenity and qualities of places of landscape value with particular focus on land visible from the Forrest Highway, South Western Highway and Old Coast Road.
8. Prevent the proliferation of third party signage.

4. Application of this Policy

This policy applies to the entire municipality of the Shire and must be read in conjunction with the Shire of Waroona's Local Planning Scheme No. 7 (Scheme) and the *Planning and Development (Local Planning Schemes) Regulations 2015* (Regulations). If this policy is inconsistent with the Scheme, Regulations or any other Design Guidelines, the Scheme, Regulations and/or Design Guidelines prevail to the extent of the inconsistency.

Signage that meets all 'Exemption Criteria' outlined in **Table 1** is exempt from the need to obtain development approval. Signage not listed in **Table 1** or signage that does not meet all 'Exemption Criteria', must obtain development approval.

A development application will be assessed against the 'Development standards' of **Table 1** and the objectives and provisions of this Policy.

Signage on buildings or places listed in the Shire's Heritage List or registered by the Heritage Council is not exempt from development approval. The Shire will assess signage on heritage buildings or places on its merit considering, location, scale, materials, colour and the extent to which the signage respects the heritage values of the building or place.

Home business signage shall not exceed 0.2m² as per the Scheme.

5. Provisions

5.1 Non permitted signage

The following signage shall not be permitted:

1. Any signage, that in the opinion of the Shire is objectionable, dangerous or offensive.
2. Third party signage - signage located on land where the business or activity is not occurring. The Shire may grant exemptions where proposed by an incorporated sporting club, community organisation or community group for genuine community purposes and events.
3. Illuminated, animated, moving, pulsating, flashing or flickering signage or signage that, in the opinion of the Shire, is so intense or distracting as to cause nuisance or hazard to the public.
4. Advertisements located in the centre of any roundabout or within the minimum distance from any traffic signal or intersection as specified in the Main Roads Western Australia (MRWA) *Policy and Application Guidelines for Advertising Signs Within and Beyond State Road Reserves*.
5. Signage that obstructs sightlines or impedes motorists, cyclists, pedestrians or parking or that is placed in a hazardous way or presents an unacceptable risk.

The Shire will take action, with or without prior notification, to remove, cover up or stop the display of any sign erected, displayed or programmed that meets any of the above criteria for non-permitted signage.

5.2 Existing signage

Existing signs are those which were erected, placed or displayed lawfully prior to this policy coming into force will not be impacted. Modification to existing signs will be subject to this policy.

The Shire may require the removal or repair of existing signage where it is considered that the sign(s) has deteriorated to a point where they are illegible, dangerous or in poor condition.

Signs that have been erected without approval and where they do not meet the 'Development standards' outlined in **Table 1**, may be removed without notice.

5.3 Advertising signs in places of landscape value

The Shire has several areas which are highly valued for their natural landscapes and rural character. These include:

- The Darling Scarp;
- Land generally bounded by the Indian Ocean and Old Coast Road/Forrest Highway; and
- Land visible from the Forrest Highway, South Western Highway and Old Coast Road.

These are considered places of landscape value which should be maintained and enhanced by limiting man-made changes and encouraging the enhancement of natural attributes. To maintain the scenic landscape qualities and visual amenity the Shire will seek to prevent the proliferation of signage in these areas and maintain a strict emphasis on no third-party signage.

There are two third-party billboard signs currently located along the Forrest Highway at Lot 2 Forrest Highway, Lake Clifton and Lot 400 Coronation Road, Waroona. Their size, scale and nature is detrimental to the surrounding landscape qualities. Any additional signs would result in an undesirable proliferation which would further reduce the rural amenity of the transport corridor. No additional signs of this size, scale or nature will be supported or approved.



Above: Existing third-party signage along the Forrest Highway that detracts from the natural and rural scenic qualities.

5.4 Exemptions and development standards for signs

Table 1 below outlines signs and exemption criteria and development standards that are applicable.

Exemption criteria

To be exempt from the need to obtain development approval, a sign is required to satisfy all exemption criteria contained within **Table 1**. This does not obviate the need for any other approvals or consents, such as the need for a building permit or landowner consent.


Non-exempt signage

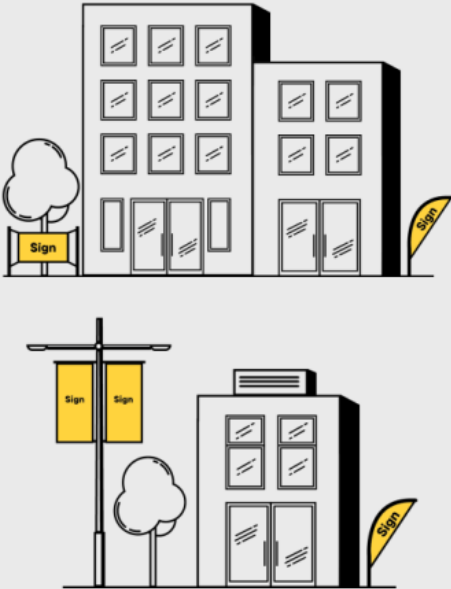
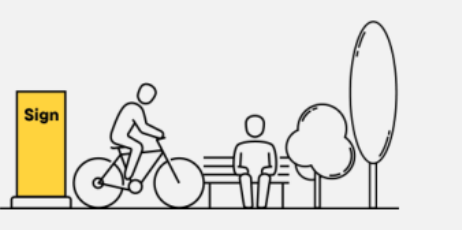
If all exemption criteria are not met, development approval is required. The Shire will assess an application against the Scheme provisions, any other policy that is applicable and the objectives, provisions and development standards of this policy.


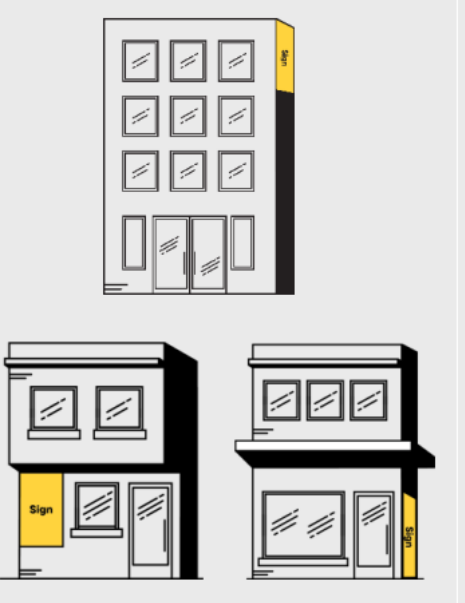

Other signs not listed in this policy



A sign that is not included in **Table 1** of this policy will require development approval and will be assessed on its merits against the objectives and provisions of this policy.

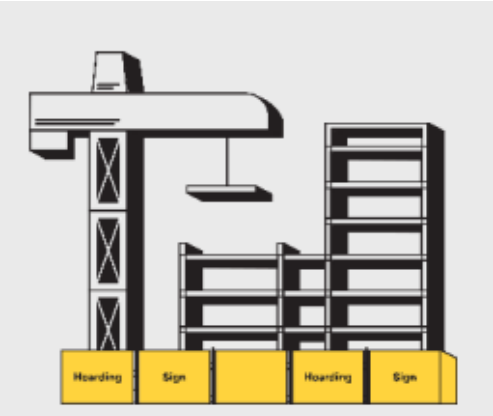


**TABLE 1
EXEMPTIONS AND DEVELOPMENT STANDARDS**



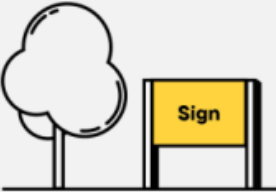
Sign type	Exemption criteria	Development standards
<p>Portable A-Frame and other small portable signage</p> <p>A free-standing portable sign not permanently attached to a structure or fixed to the ground or pavement.</p> 	<ul style="list-style-type: none"> i. Not exceed a maximum height of 1m and width of 750mm. ii. Located entirely within the property boundary. iii. Removed at the end of each day. iv. A maximum of one sign per tenancy. 	
<p>Flag and/or banner</p> <p>A sign with advertising printed on a flag and flown from a pole.</p> <p>A vertical or horizontal sign affixed on a building, made of light weight, non-rigid material, such as cloth, canvas or similar fabric attached at one or both ends.</p>	<ul style="list-style-type: none"> i. Not exceed a maximum area of 2m² for each flag. ii. Achieve a minimum separation of 2m between the bases of each flag. iii. Located entirely within the property boundary. iv. Be removed at the end of each day (for flags). v. Only advertise the business located on the property. vi. Have a maximum of two (2) signs per tenancy. 	<ul style="list-style-type: none"> i. Do not exceed a combined area of 4m².

		
<p>Community display</p> <p>A temporary sign displaying information to notify the public of an upcoming non-for-profit community event.</p> 	<ul style="list-style-type: none"> i. Shall not exceed two metres at its highest point above natural ground level. ii. Maximum area of 4m² in aggregate area. iii. Shall be integrated with its surroundings. iv. Erected or installed no more than 14 days prior to the event. v. Removed no later than three days after the event. vi. Only to be used to promote non-for-profit community events. 	
<p>Roof</p> <p>A sign erected on or attached to the roof of a building.</p>	<ul style="list-style-type: none"> i. A maximum of 2m² in aggregate area per property. ii. Shall not exceed 1m in height above the roofline. iii. Shall not exceed one sign. 	<ul style="list-style-type: none"> i. Integrated with the form of the building it relates to. ii. Only one roof sign per building elevation.

		
<p>Wall A sign which is affixed to the external part of a wall of the building but does not project more than 300mm from the wall.</p> 	<ul style="list-style-type: none"> i. Shall not exceed 20% of the wall to which it is affixed/painted or an area greater than 2m² in aggregate, whichever is the greater. ii. Shall not be located above ground floor level (signage on second story requires development approval). iii. Only advertise the business located within the building/tenancy the sign is located on. iv. Be limited to one (1) sign. 	<ul style="list-style-type: none"> i. Less than 4m² in area.
<p>Awning A sign displayed on the outer facia of an awning or eaves of a building, and include signs on blinds, sunshades and similar structures attached to an awning, veranda, balcony or eaves of a building.</p> 	<ul style="list-style-type: none"> i. Awning fascia sign does not project beyond the outer frame or edges of the awning. ii. Above awning does not exceed 1m². iii. Be located wholly within the face of the building in which the sign is being displayed. iv. Not located within/over a road reserve. 	<ul style="list-style-type: none"> i. Does not display animated or variable content. ii. Above awning sign does not exceed 2m².

	<ul style="list-style-type: none"> v. Only advertise the business located on the property. vi. A maximum of one awning fascia sign per ground floor tenancy/ground floor occupant. vii. One above awning sign per elevation and where no other sign exists above the awning. viii. Above awning sign composed of free-standing lettering or logos only. 	
<p>Window/door A sign which is affixed to either the interior or exterior of the glazed area of a window and /or door.</p> 	<ul style="list-style-type: none"> i. Shall not exceed 25% of the window area to which the sign is affixed. ii. Be located wholly on the windows or door(s) of a building. iii. Only advertise the business within the building or tenancy the window is part of. 	<ul style="list-style-type: none"> i. Not to exceed 50% of the window area. ii. Window sign is not located above the ground floor level.
<p>Variable Message Sign (VMS) An electronic sign positioned to notify members of the community of upcoming events and/or safety messages.</p> 	<ul style="list-style-type: none"> i. Shall not exceed a sign area greater than 4.2m² for each side. ii. Shall not impede traffic, pedestrians, affect car parking or be placed in a hazardous way. iii. Shall not be located within a road reserve. iv. Shall not be located within a local road reserve without approval from the Shire. v. Shall be used for community events or safety messages only. vi. Shall not be used for commercial purposes. 	<ul style="list-style-type: none"> i. No more than one per business or organisation. ii. Shall not be within a road reserve.

<p>Fence A Sign which is affixed to a panel/fence.</p>  <p>The diagram shows a fence structure with several vertical panels. Two panels are labeled 'Hoarding' and two are labeled 'Sign'. The signs are yellow rectangles with black text. The fence is supported by a tall post on the left and a shorter post on the right.</p>	<ul style="list-style-type: none"> i. Shall not exceed 2m diagonally across the face. ii. Shall not exceed 2m at its highest point above natural ground level. iii. Located entirely within the property boundary and secured flat to a fence. iv. Shall not project over/within a road reserve or public place. v. Shall be no more than one sign per property. 	
<p>Real estate An erected sign, notifying the sale of a property.</p>  <p>The diagram shows a simple rectangular structure representing a real estate sign. It has a flat top and a vertical sign panel on the right side labeled 'Sign'. The sign panel is yellow with a house icon and text. The structure is supported by a base.</p>	<ul style="list-style-type: none"> i. Shall not exceed a height of 1.8m and 1.2m in width. ii. Shall be wholly located within the lot boundaries of the property which is for sale. iii. Be removed once a contract of sale/purchase has been signed. iv. Shall be limited to one (1) sign per lot. 	
<p>Street furniture A sign attached to or forming part of street furniture (such as bus shelters, telephone booths or public seating) usually within a road reserve or other public land but does not include an alfresco dining sign within an area licensed for dining.</p>  <p>The diagram shows a bus shelter with a bench inside. A sign is attached to the right side of the shelter, labeled 'Sign'. The sign is yellow with a bus icon and text. The shelter has a flat roof and is supported by four legs.</p>		<ul style="list-style-type: none"> i. Forms an incidental element to the street furniture. ii. Shall not be located within 50m of another furniture sign. iii. No animated content.
<p>Under awning</p>	<ul style="list-style-type: none"> i. Does not project beyond the extent of the awning. 	<ul style="list-style-type: none"> i. Does not project beyond the extent of the awning.

<p>A sign fixed to or suspended from the underside of a verandah, balcony or awning.</p> 	<ul style="list-style-type: none"> ii. Provides a minimum clearance of 2.8m where it projects over a pedestrian thoroughfare on public or private property. iii. Provides a minimum clearance of 5m where projecting over a vehicle thoroughfare. iv. One per street frontage, per tenancy. v. Oriented at right angles to the wall of the building that the sign is erected upon. vi. No animated or variable content. 	<ul style="list-style-type: none"> ii. Provides a minimum clearance of 5m where projecting over a vehicle thoroughfare.
<p>Home business sign An advertising sign associated with a home based business or occupation.</p> 	<ul style="list-style-type: none"> i. Does not exceed 0.2m² in area. ii. Where the home-based business or occupation operates from the dwelling only. iii. One per property, regardless of the number of street frontages. iv. Erected of fixed flush to the front fence or the façade of a dwelling. 	<ul style="list-style-type: none"> i. Does not display animated or variable content. ii. Is not illuminated.
<p>Ground based A sign that is fixed to a structure mounted on the ground and is not portable or attached to a building and includes pylon signs. May include a pylon or columns or a plinth and one or more sides or faces.</p> 	<ul style="list-style-type: none"> i. Maximum height of 1m. ii. Maximum width of 1m. iii. Maximum depth of 100mm. iv. Limited to one sign per lot. v. Not within the town centre. vi. Not visible from the Forrest Highway, South Western Highway or Old Coast Road. vii. Not within 200m of a place on the Shire's Heritage List. 	<ul style="list-style-type: none"> i. Maximum height of 6m. ii. Maximum width of 2.5m. iii. Maximum depth of 500mm. iv. Limited to one sign per lot. v. Not within the town centre. vi. Where multiple tenancies or users exist on a property, the sign shall be designed to accommodate each one. vii. Where a lot contains more than one street frontage, one sign per street

		frontage may be permitted.
		viii. A maximum of two faces.

Division	Regulatory & Development Services				
Policy Number	LPP 2				
Contact Officer	Coordinator Regulatory & Development Services				
Related Legislation	Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Low	Review Frequency	Triennially	Next Review	
Date Adopted	26/03/2019				OCM

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR007 - Signage		

LPP 3 – Local Planning Policy 3 – Ancillary Accommodation

1. Intention

To establish appropriate criteria for the consideration of applications for the development of Ancillary Accommodation in areas not subject to the Residential Design Codes.

2. Scope

This policy applies throughout the district.

3. Statement

Development of Ancillary Accommodation on land not subject to the Residential Design Codes, if consistent with the Local Planning Scheme, may be approved subject to the following:

- a) A maximum plot ratio area of 100m² (excluding verandas and patios open on at least two sides);
- b) A maximum of 1 Ancillary Accommodation unit on any one lot;
- c) Ancillary Accommodation is to be sited to minimise impact on the landscape, environment and streetscape. Isolated or visually prominent locations should be avoided;
- d) Special consideration should be given to the relationship between Ancillary Accommodation and existing buildings, trees and other landscape features;
- e) Council will require the design, materials and colour of Ancillary Accommodation to complement or not detract from the area's amenity. Council may require the appearance of the Ancillary Accommodation to complement the main dwelling; and
- f) In areas subject to the provisions of State Planning Policy 2.1 – The Peel - Harvey Coastal Plain Catchment, the effluent disposal system(s) on the lot must comply with all applicable provisions of State Planning Policy 2.1.

4. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed every 5 years.

6. Associated Documents

Nil.

Division	Planning
Policy Number	PP003
Contact Officer	Manager Planning
Related Legislation	Planning and Development Act 2005

		Planning and Development (Local Planning Schemes) Regulations 2015			
Related Shire Documents		Nil			
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted		26/03/2019		OCM19/03/017	

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR008 – Ancillary Accommodation		

LPP 3 – Local Planning Policy 3 – Ancillary Dwellings

1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations). This Policy may be cited as Local Planning Policy No. 3 - *Ancillary Dwellings in Rural Areas*.

2. Purpose

To establish appropriate criteria for the development of ancillary dwellings in the Shire's rural areas, or areas not subject to the Residential Design Codes of Western Australia.

3. Objectives

- a. To provide for an affordable housing option without compromising the productive capacity of rural land, landscape character, environmental attributes and amenity of the area.
- b. To allow greater flexibility in the size of ancillary dwellings in rural areas whilst ensuring that they remain related to and subordinate to the main dwelling.

4. Application of this Policy

This policy applies to land not covered by the Residential Design Codes of Western Australia.

5. Policy Provisions

- a) A maximum plot ratio area of 100m².
- b) A maximum of one ancillary dwelling on any one lot.
- c) Ancillary dwelling is to be sited to minimise impact on the landscape, environment and streetscape. Isolated or visually prominent locations should be avoided.
- d) Ancillary dwelling is to be sited to ensure the productive capacity of agricultural land is not compromised.
- e) Colours and materials of an ancillary dwelling are to complement the colours and materials of the single house (main dwelling) on the lot.
- f) Transportable ancillary dwellings are subject to Local Planning Policy No. 5 – *Sea/Shipping Containers and Transportable Buildings*.
- g) To be located close to the existing dwelling to:
 - a. Minimise clearing of vegetation;
 - b. Minimise future pressures to subdivide the land;
 - c. Share existing services, infrastructure and bushfire management responsibilities.

Division	Infrastructure and Development
Policy Number	LPP 3
Contact Officer	Coordinator Regulatory and Development Services

Related Legislation		Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015			
Related Shire Documents		Nil			
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2029
Date Adopted		26/03/2019		OCM19/03/017	

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
01/02/2024	Updated as part of major review and reformatted.	OCM???
Previous Policies		
PR008 – Ancillary Accommodation		

LPP 7 – Local Planning Policy 7 – Holiday Houses

1. Intention

To:

1. Recognise the increasing market demand for Holiday Houses within the Shire of Waroona and to provide operators and other stakeholders with clarity on the issues that Council wishes to address.
2. Encourage Holiday Houses in residential dwellings in appropriate zones and locations where the proponent addresses relevant issues and suitably manages the use on an ongoing basis.
3. Ensure that these types of uses do not compromise the amenity of residential areas or nearby residents.
4. Encourage operators to abide by recognised best practice, relevant legislation and this policy.
5. Support the role of Holiday Houses as part of the tourism industry.

2. Scope

This policy applies throughout the district.

3. Definitions

In this policy, the following definitions apply:

‘Holiday House (standard)’ means a single house (excluding ancillary accommodation), which might also be used for short stay accommodation for no more than six people (but does not include a bed and breakfast, guesthouse, chalet and short stay accommodation unit).

‘Holiday House (large)’ means premises conforming to the definition of holiday home (standard) with the exception that the premises provide short stay accommodation for more than six people but not more than 12 at any one time.

‘Short Stay’ means that no person is to stay for more than three months in any 12 month period.

‘Holiday Home Accreditation Agency’ means the Tourism Council of Western Australia.

4. Statement

4.1 Approval Requirements

1. A minimum of two car parking bays for Holiday Houses (standard) proposing to utilise more than 2 bedrooms shall be provided on-site. In the case of a Holiday House (large) a minimum of three car parking bays will be required. All car parking is to be contained on-site and no verge area should be used for car parking.
2. All proposed Holiday Houses on Rural or Rural Residential blocks must include provisions for the storage of water in tanks of not less than 92,000 litres capacity unless satisfactory proof is provided that arrangements for connection to a Water Corporation reticulated water supply service has been made.

3. In the event that a proposed Holiday House does not have access to Council waste collection services, a Waste Management Plan, detailing how waste shall be disposed of, will be required as part of the application.
4. Details of the current septic system shall be submitted as part of the application. The application will be referred to the Shire of Waroona Environmental Health Department and an upgrade to the septic systems may be required.
5. A Property Management Plan shall be prepared to the satisfaction of Council and shall be required to be submitted as part of the planning application. The Property Management Plan shall detail the following:
 - Details of an agreement with a manager / caretaker or management company which lists their responsibility and shall include but not be limited to, matters such as maintenance and cleaning. The manager or Management Company shall be accessible twenty four hours a day, seven days a week and located within one (1) hour response time of the property.
 - Code of conduct for guests which shall, amongst others, list what is considered acceptable and unacceptable behaviour.
 - Details of how nuisance issues such as noise will be addressed by the manager.
6. In the case of an established permitted Holiday House, the owner is encouraged to prepare a property management plan.
7. As part of any approval for a Holiday House, Council shall condition that the following information be displayed in the Holiday House:
 - Annual Registration Certificate.
 - Caretaker/manager or Management Company and its contact details.
 - Emergency contact details.
 - Code of Conduct.
 - Fire and Emergency Response Plan (If available).

4.2 Fire and Emergency

The owner is encouraged to prepare a Fire and Emergency Plan as part of the planning application. The Fire and Emergency Plan may include the provision of the following fire safety measures:

- Provision of fire extinguishers, fire blankets and internal hardwired smoke alarms.
- Outside barbecues to be gas or electric.
- Emergency Evacuation Plan.
- Access to water supply.

4.3 Holiday House Register

Council will maintain a Holiday House register. The register will provide information on the owner and/or manager, property address, number of beds, car parking spaces and expiry / renewal date.

At the time of annual registration, formally non renewed approvals and houses that are no longer available for holiday homes purposes will be removed from the Holiday House register.

4.4 Voluntary Accreditation

Holiday House owners are encouraged to become a member of a suitable Holiday House accreditation agency.

4.5 Approval Period and Renewal of Holiday Houses

All initial planning approvals for holiday homes, including renewals of approvals granted under prior to this policy, shall be granted for a one year period unless Council determines otherwise. Such approvals may be renewed in the form of a new application made at least 6 weeks prior to the expiration of the initial approval.

Holiday Houses shall be required to renew annually (financial year). The annual renewal fee will be in accordance with Council's fees and charges as outlined on Council's website. The renewal shall be issued following an inspection of the site and dwelling by Council.

In determining an application for renewal, Council will consider the nature and validity of complaints (if any) made regarding the operation of the activity and any other information available relating to the adverse impact of the activity on the amenity of neighbours and surrounding area.

5. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

6. Review

This policy is to be reviewed every 5 years.

7. Associated Documents

Nil.

Division		Planning			
Policy Number		PP007			
Contact Officer		Manager Planning			
Related Legislation		Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015			
Related Shire Documents		Nil			
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted		26/03/2019		OCM19/03/017	

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR012 – Holiday Houses		

LPP 9 – Local Planning Policy 9 – Bed and Breakfast

1. Intention

To:

1. Support a diversity of accommodation base within the local government;
2. Provide an effective framework of guidelines within the local government to develop Bed and Breakfast accommodation;
3. Ensure the maintenance of a satisfactory standard of facility, which has Town Planning as well as Environmental Health and Building approval; and
4. Maintain the amenity of both the property and the neighbourhood wherein the Bed and Breakfast establishment is located.

2. Scope

This policy applies throughout the district.

3. Statement

3.1 Approval Requirements

One car parking bay is required per guest bedroom in addition to car parking for permanent residents. Where applicable, car parking for permanent residents is to be in accordance with the Residential Design Codes. All car parking is to be contained on-site and no verge area may be used for car parking.

All proposed Bed and Breakfasts on Rural or Rural Residential blocks must include provision for the storage of water in tanks of not less than 92,000 litres capacity unless satisfactory proof is provided that arrangements for connection to a Water Corporation reticulated water supply service has been made.

In the event that a proposed Bed and Breakfast does not have access to Council waste collection services, a Waste Management Plan, detailing how waste shall be disposed of, will be required as part of the application.

A Property Management Plan shall be prepared to the satisfaction of Council and shall be required to be submitted as part of the planning application. The Property Management Plan shall detail the following:

- The owner/operator of the bed and breakfast accommodation residing on-site at all times, accessible twenty four hours a day, seven days a week, while the bed and breakfast is in operation.
- Responsibilities of the owner/operator including but not be limited to, matter such as maintenance and cleaning.
- Code of conduct for guests which shall, amongst others, list what is considered acceptable and unacceptable behaviour.
- Details of how nuisance issues such as noise will be addressed by the owner/operator.

In the case of an established permitted Bed and Breakfast, the owner/operator is encouraged to prepare a property management plan.

As part of any approval for a Bed and Breakfast, Council will recommend that the following information be displayed in the Bed and Breakfast:

- Emergency contact details.
- Code of Conduct.
- Fire and Emergency Response Plan (If available)

Council may permit one sign on the property to indicate the dwelling is a Bed and Breakfast establishment. The sign shall not exceed 0.2m². The sign may display the name, number and address of the building and the purpose for which the building is used or the name and address of the managing agent thereof. All other signage requires the approval of Council.

3.2 Environmental Health Requirements

Details of the current septic system shall be submitted as part of the application. The application will be referred to the Shire of Waroona Environmental Health Department and an upgrade to the septic may be required.

3.3 Fire and Emergency

The owner is encouraged to prepare a Fire and Emergency Plan as part of the Planning Consent application. The Fire and Emergency Plan may include the provision of the following fire safety measures:

- Provision of fire extinguishers, fire blankets and internal hardwired smoke alarms.
- Outside barbeques to be gas or electric.
- Emergency Evacuation Plan.
- Access to water supply.

3.4 Approval Period and Renewal of Bed and Breakfasts

All initial planning approvals for Bed and Breakfasts, including renewals of approvals granted prior to this policy, shall be granted for a one year period unless Council determines otherwise. Such approvals may be renewed in the form of a new application made at least 6 weeks prior to the expiration of the initial approval.

Bed and Breakfasts shall be required to renew annually. The annual renewal fee will be in accordance with Council's fee and charges. The renewal shall be issued following an inspection of the site and dwelling by Council.

In determining an application for renewal, Council will consider the nature and validity of complaints (if any) made regarding the operation of the activity and any other information available relating to the adverse impact of the activity on the amenity of neighbours and surrounding area.

4. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed every 5 years.

6. Associated Documents

Nil.

Division	Planning				
Policy Number	PP009				
Contact Officer	Manager Planning				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted	26/03/2019				OCM19/03/017

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR014 – Bed and Breakfast		

LPP 7 – Local Planning Policy 7 – Short-Term Accommodation

1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations). This Policy may be cited as Local Planning Policy 7 Short-term Accommodation.

2. Purpose

The purpose of this policy is to provide guidance on the appropriate location, scale, use and management of short-term accommodation in the Shire.

3. Objectives

Short-term accommodation is located and managed to prevent adverse impacts upon the amenity of surrounding areas by way of noise, traffic and visual quality.

4. Application of this Policy

This policy applies throughout the district and is relevant to proposals for the following land uses:

- Holiday accommodation
- Holiday house
- Bed and breakfast

The Zoning Table of the Shire of Waroona Town Planning Scheme No. 7 designates which zones these types of land uses can be permitted.

5. Provisions

Property Management

- a. A property management plan is to be prepared for an application for short-term accommodation that addresses the following:
 - Contact information of responsible property manager;
 - Role and duties of the property manager;
 - Details of reservation arrangements;
 - Code of conduct containing information on maximum number of guests, waste disposal, parking, noise restrictions, guest behaviour and termination of accommodation.
 - Emergency contact numbers;
 - Emergency information
 - Bushfire evacuation route for internal house fire with designated muster point
 - Emergency information and a site map that provides advice on what to do in the event of a bushfire if the property is within Preston Beach or is otherwise within a bushfire prone area.

Note: An example property management plan is at Appendix 1.

- b. The property manager contact details, code of conduct and bushfire and emergency information shall be displayed in a prominent location inside the holiday house so that guests have convenient access to it.

- c. The roles and responsibilities of the property manager and code of conduct shall be made available to all nearby residents so these residents have the contact information of the property manager and are able to make a complaint.
- d. Current electrical certificate for smoke alarms is to be provided with an application.
- e. No car parking is permitted off site, including the verge. All car parking must be contained on site and there must be sufficient space on site to accommodate a minimum of one vehicle per bedroom.
- f. The maximum number of guests is restricted to 2 per room available for short-term accommodation.
- g. No person is permitted to either continuously or from time to time stay in the short-term accommodation for a period totalling more than 3 months in any 12 months period.
- h. The property manager must be based within a 1-hour drive of the site in order to attend to issues quickly and be available to answer complaints at all times.
- i. The short-term accommodation shall not cause a nuisance to the amenity of the neighbourhood.

Bushfire Protection

Note: These provisions apply to proposals on land within a bushfire prone area.

- j. A bushfire attack level assessment may be required to be prepared by a qualified consultant to ascertain the level of bushfire threat to the dwelling on the property. Depending on the circumstances, a bushfire management plan and/or an emergency evacuation plan may also be required to be prepared to accompany the bushfire attack level assessment.
- k. Proposed short-term accommodation that entails a bushfire attack level rating of BAL-40 or higher may not be considered appropriate for use as short-term accommodation, dependant on whether the associated bushfire management plan can meet the bushfire protection criteria set out in the Western Australian Planning Commission's *Guidelines for Planning in Bushfire Prone Areas*.

6. Definitions

Bed and breakfast means a dwelling –

- (a) used by a resident of dwelling to provide short-term accommodation, including breakfast, on a commercial basis for not more than 4 adult persons or one family; and
- (b) containing not more than 2 guest bedrooms

Bushfire prone area means an area that has been designated by the Fire and Emergency Services Commissioner under s.18P of the *Fire and Emergency Services Act 1998* as an area that is subject or likely to be subject to bushfires. Such areas are identified on the *Map of Bush Fire Prone Areas* and can be found on the Department of Fire and Emergency Services website.

Holiday accommodation means 2 or more dwellings on one lot used to provide short-term accommodation for persons other than the owner of the lot.

Holiday house means a single dwelling on one lot used to provide short-term accommodation but does not include a bed and breakfast.

Short-term accommodation means temporary accommodation provided either continuously or from time to time with no guest accommodated for periods totalling more than 3 months in any 12 month period.

Division	Infrastructure and Development				
Policy Number	LPP 7				
Contact Officer	Coordinator Regulatory and Development Services				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2029
Date Adopted	26/03/2019				OCM19/03/017

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
01/02/2024	Updated as part of major review and reformatted.	OCMXXX
Previous Policies		
PR012 – Holiday Houses		

LPP 8 – Local Planning Policy 8 – Waroona East Hills Development

1. Intention

To:

1. Provide developers and landowners with guidance in relation to design and location of subdivision and development within the Policy Area.
2. Preserve the amenity derived from the scenic value of the Darling Scarp.
3. Maintain the integrity of landscapes within the Policy Area.
4. Protect and enhance the landscape, scenic and amenity values through control over design, building materials and siting of development.
5. Maintain the integrity of landscapes in the line of sight view corridor of the coastal plain.
6. Indicate preferred future road connections to be incorporated into structure plans and implemented at subdivision stage in the Policy Area.
7. Ensure bushfire protection is maintained to a high standard for future development.
8. Maintain appropriate separation between future development and extractive industry operations.
9. Protect water quality and reduce the amount of nutrients entering waterways.

2. Scope

This policy applies to the Town and Scarp and Darling range precincts of the Local Planning Strategy as identified in Figure 1.

3. Statement

The following shall apply to all lots within the Policy Area.

1. Road connections are to be generally in accordance with Figure 2;
2. No building shall be positioned so as to be above the skyline of the Darling Scarp as viewed from public areas, as illustrated in Figure 3;
3. In order to retain the existing topography and amenity of the Policy area, no building shall be positioned on land with a slope greater than 1 in 4 unless it can be demonstrated that the building will not compromise the natural topography of the site and suitable vehicle access can be provided;
4. No galvanized iron, Zinalume or white Colorbond may be used as exterior roofing or cladding material;
5. To retain the rural landscape value, owners will retain, as far as practical, existing vegetation;
6. No earthworks shall modify the natural ground level by more than 1m, except where it can be demonstrated that any potential detrimental visual impact on the amenity of the Darling Scarp;

7. Where earthworks of 1m above the natural ground level are required, the retaining of such earthworks is to be integrated into the natural landscape through the use of (but not limited to) rock pitching, vegetation screening, earth batters and / or their combined use;
8. Driveways to be located so as to minimize their impact on the visual amenity of the scarp as viewed from the coastal plain. Supplementary vegetation screening may be required to reduce visual impact.

4. Figures

1. Policy area map.
2. Road connections map.
3. Skyline diagram.

5. Appendices

1. Policy Reference Document

6. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

7. Review

This policy is to be reviewed every 5 years.

8. Associated Documents

Nil.

Division	Planning				
Policy Number	PP008				
Contact Officer	Manager Planning				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2024
Date Adopted	26/03/2019				OCM19/03/017

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR013 – Waroona East Hills Development		

LPP 10 – Local Planning Policy 10 – Home-Based Businesses

1. Intention

To promote and facilitate home-based businesses within the Shire in a manner that does not compromise the character, amenity and environment of the locality in which the business operates.

2. Scope

This policy applies throughout the scheme area.

3. Statement

3.1 Application of Policy

A home-based business is a small-scale business operated incidental to the residential use of a property.

This policy applies to all home-based businesses within the Shire where development approval is required under *Local Planning Scheme No.7* (LPS7) including:

- Home Business; and
- Industry – Cottage.

3.2 Activities not requiring Development Approval

The home-based business categories of 'home office' and 'home occupation' are exempt from development approval. A 'Home Business' is also exempt from development approval where it is classified as a permitted 'P' use in relation to the zone in which it is located and if:

- a) the development has no works component; or
- b) if the works component of the development is exempt.

It should be noted that an exemption from the need for development approval does not mean that the business is exempt from obtaining approval, if necessary, under any other written law.

3.3 Development Approval Requirements

Applicants will need to clearly demonstrate that their proposed home-based business meets the objectives and requirements of this policy. Applications must also meet any other requirement of the Shire's planning framework that may be applicable for a particular site under any relevant Local Planning Scheme, Structure Plan, Local Planning Policy or Local Development Plan.

3.4 Requirements

3.4.1 Home-based businesses must comply with the relevant definition listed in LPS7.

3.4.2 No more than five clients/customer vehicles visit the premises per day, with visits by appointment only and spaced so that only one client/customer vehicle is present at any one time, unless it can be demonstrated that there is sufficient space on-site to accommodate a second client/customer vehicle.

- 3.4.3 Operating hours do not exceed 8.00am and 6.00pm, Monday to Saturday excluding public holidays.
- 3.4.4 Does not involve regular truck or delivery vehicle visits to the premises that would cause adverse impacts to the amenity of the locality.
- 3.4.5 Does not include provision for the fuelling, repair or maintenance of motor vehicles.
- 3.4.6 Does not generate noise, light, smells, or other emissions, waste products, or disturbances that may detrimentally affect the amenity of the locality.
- 3.4.7 Does not involve the use of an essential service of a greater capacity than normally required in the zone.
- 3.4.8 Does not detract from the appearance or character of the dwelling, site or locality.
- 3.4.9 All client, staff and resident car parking must be contained onsite within the driveway, garage or carport.

Where visitor car parking cannot be provided on-site, the use of on-street car parking for visitors and clients may be permitted, where this has already been constructed as part of subdivision works.

3.5 Variations

Variations to the requirements of this policy may be considered on their individual merit, having regard to the policy objective and any submissions received where the application is advertised for comment.

4. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed every 5 years.

6. Associated Documents

Nil.

Division	Planning				
Policy Number	LPP 10				
Contact Officer	Manager Planning				
Related Legislation	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Documents	Nil				
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2026
Date Adopted	14/12/2021				OCM21/12/200

Amendments		
Date	Details of Amendment	Reference
Previous Policies		

LPP 10 – Local Planning Policy 10 – Home Based Businesses

1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations). This Policy may be cited as Local Planning Policy 10 Home Based Businesses.

2. Purpose

The purpose of this Policy is to provide guidance on the scale, use and management of home based businesses in the Shire.

3. Objectives

To promote and facilitate home based businesses in a manner that does not compromise the character, amenity and environment of the locality in which the business operates.

4. Application of this Policy

This policy applies throughout the district and is relevant to proposals for the following land uses:

- Home business
- Home occupation
- Cottage industry

The Zoning Table of the *Shire of Waroona Town Planning Scheme No. 7* designates which zones these types of land uses can be permitted.

5. Provisions

- a) Home based businesses must comply with the relevant definition listed in the *Shire of Waroona Local Planning Scheme No. 7*.
- b) No more than five clients or customers visit the premises per day, with visits by appointment only and spaced so that only one client or customer vehicle is present at any one time.
- c) Operating hours do not exceed 8.00am and 6.00pm, Monday to Saturday, excluding public holidays.
- d) Does not involve regular truck or delivery vehicle visits to the premises.
- e) Does not include provision for the fuelling, repair or maintenance of motor vehicles.
- f) Does not generate noise, light, smells, or other emissions, waste products, or disturbances that may detrimentally affect the amenity of the locality.
- g) Does not involve the use of an essential service of a greater capacity than normally required in the zone.
- h) Does not detract from the appearance or character of the dwelling, site or locality.

- i) All client, staff and resident car parking must be contained onsite within the driveway, garage or carport.

Division		Planning			
Policy Number		LPP 10			
Contact Officer		Coordinator Regulatory and Development Services			
Related Legislation		Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015			
Related Shire Documents		Nil			
Risk Rating	Medium	Review Frequency	Every 5 years	Next Review	2026
Date Adopted		Click here to enter a date.			XXXXX

Amendments		
Date	Details of Amendment	Reference
XXXX	Updated as part of review and reformatted	XXXX
Previous Policies		

LBP 1 – Local Building Policy 1 - Building Permits

1. Intention

To provide clarity regarding refunds and waiving of Building Permit application fees.

2. Scope

This policy applies throughout the district.

3. Statement

3.1 Refunds

That in all cases where a Building project is abandoned and refund of Building Permit fees is sought by the Applicant:-

- (a) That 50% of fees paid be reimbursed if the claim is made within 12 months of issue of the Building Permit and;
- (b) That no refund is payable after expiry of 12 months from date of issue of the Permit, as the Permit is then void.
- (c) The cost of the refund shall be recorded as an expense to the appropriate expense account.

3.2 Waiving of

Council will waive the Building Permit fee for community groups erecting buildings on Council owned, or vested land.

The cost of the exemption shall be recorded as an expense to the appropriate expense account.

4. Legislative and Strategic Context

Nil.

5. Review

This policy is to be reviewed as required.

6. Associated Documents

Nil.

Division	Building
Policy Number	LBP 1
Contact Officer	Director Planning and Sustainability
Related Legislation	Nil
Related Shire Documents	Nil

Risk Rating	Low	Review Frequency	As required	Next Review	When required
Date Adopted	18/12/2018			OCM18/12/126	

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR001 – Building Permit Fees – Refunds PR002 – Building Permit Fees – Waiving of 6.2 – Building Permit Fees – Refunds 6.3 – Building Permit Fees – Waiving of		

LBP 2 – Local Building Policy 2 - Footings Design

1. Intention

To provide guidance to applicants regarding details required to be submitted with Building Permit applications.

2. Scope

This policy applies throughout the district.

3. Statement

Council requires a practising Structural Engineer's certificate as to the adequacy of the footings design prior to a building permit being issued for dwellings within the Shire.

Certification must take into account the site conditions in each case. This requirement may be waived by the Building Surveyor if the site is sandy and the building is small and single storey.

4. Legislative and Strategic Context

Nil.

5. Review

This policy is to be reviewed as required.

6. Associated Documents

Nil.

Division	Building				
Policy Number	LBP 2				
Contact Officer	Building Surveyor				
Related Legislation	Nil				
Related Shire Documents	Nil				
Risk Rating	Low	Review Frequency	As required	Next Review	When required
Date Adopted	18/12/2018				OCM18/12/126

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR004 – Footings Design – Engineer's Certificate 6.5 – Footings Design – Engineer's Certificate		

LBP 3 – Local Building Policy 3 - Retaining Walls

1. Intention

To provide guidance to applicants regarding details required to be submitted with building permit applications for retaining walls.

2. Scope

This policy applies throughout the district.

3. Statement

All retaining walls that may affect an existing or proposed building, or an adjoining property, are required to have Council approval.

To obtain a Building Permit, the following information is required:

- Site plan;
- Water corporation approval;
- Structural details;
- Structural Engineers Certification (for walls over 500mm high); and
- Completed application form and fees.

3.1 Site Plan

A plan at a scale not less than 1:500 showing the location of the retaining wall, existing and proposed ground levels, and all existing and proposed structures.

The applicant in all cases must highlight the maximum height of the wall.

It should be noted that the whole of the wall and/or footing and all drainage must be located within the lot in question.

3.2 Water Corporation Approval

If you live in a residential area, to ensure you are not building over existing or proposed underground services you are required to obtain approval from the Water Corporation prior to submitting your application to Council. In some cases the Water Corporation may recommend alterations to footings or setbacks to accommodate any underground services.

3.3 Structural Details

A fully dimensioned cross sectional detail is to be submitted indicating:

- The type of construction - (Rock, Brick, etc);
- Height & width of wall; and
- Footing specification (if any).

3.4 Structural Engineer's Certificate

All retaining walls over 500mm are to be certified by a practising structural engineer.

NOTE: Two copies of your drawing showing the structural engineer's (original) signature on each (i.e. not a photocopy) are to be submitted.

3.5 Retaining Walls on or at the Boundary

The applicant is required to submit to Council comments from affected neighbours for consideration.

It is suggested that the applicant shows the neighbours the drawings and if in agreement the neighbour signs the drawings and states that they agree with the proposal.

4. Legislative and Strategic Context

Nil.

5. Review

This policy is to be reviewed as required.

6. Associated Documents

Nil.

Division	Building				
Policy Number	LBP 3				
Contact Officer	Director Planning and Sustainability				
Related Legislation	Nil				
Related Shire Documents	Nil				
Risk Rating	Low	Review Frequency	As required	Next Review	When required
Date Adopted	18/12/2018				OCM18/12/126

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR005 – Retaining Walls 6.6 – Retaining Walls		

LPP1 – Local Planning Policy - Retaining Walls

1. Citation

To provide guidance to applicants regarding details regarding the design of retaining walls.

2. Purpose

The purpose of this policy is to provide guidance on the appropriate location, scale and design of retaining walls.

3. Objectives

To ensure that retaining walls are designed and constructed to be fit for purpose, longevity and are appropriate for the locality.

4. Application of this Policy

This policy applies throughout the district for proposed or unauthorised retaining walls that require approval. Development approval and a Building Permit is required for retaining walls that exceed 500mm in height.

5. Provisions

5.1 General

The retaining wall shall be located entirely within the lot boundary.

Retaining walls shall not straddle common boundaries between lots (walls and associated structure are to be constructed 25mm to 150mm from the boundary and contained fully within the allotment which is being serviced).

Retaining walls abutting existing or proposed road reserve, proposed public open space, parkland, or bushlands areas are to be contained within the proposed allotments serviced (must not straddle common boundaries).

All materials used in the construction of the retaining walls are to have a minimum design life of 100 years.

5.2 Side walls

Retaining walls between residential lots shall not exceed 2.5m in height. Where it is proposed to retain heights in excess of 2.5m, retaining walls shall be terraced and landscaped. The height of the lower-level terrace shall not exceed 1.5m to assist with access for maintenance. The height of the upper level terrace shall not exceed 2.5m. The width of the terrace shall be a minimum of 1.5m.

5.3 Front walls

Retaining walls at street boundaries shall not exceed 1.2m in height. Level differences adjacent to street boundaries exceeding 1.2m are not encouraged but may be approved where terracing and landscaping is provided. Terraces shall be separated by a minimum of 1.5m and each retaining wall shall not exceed 1.2m in height.

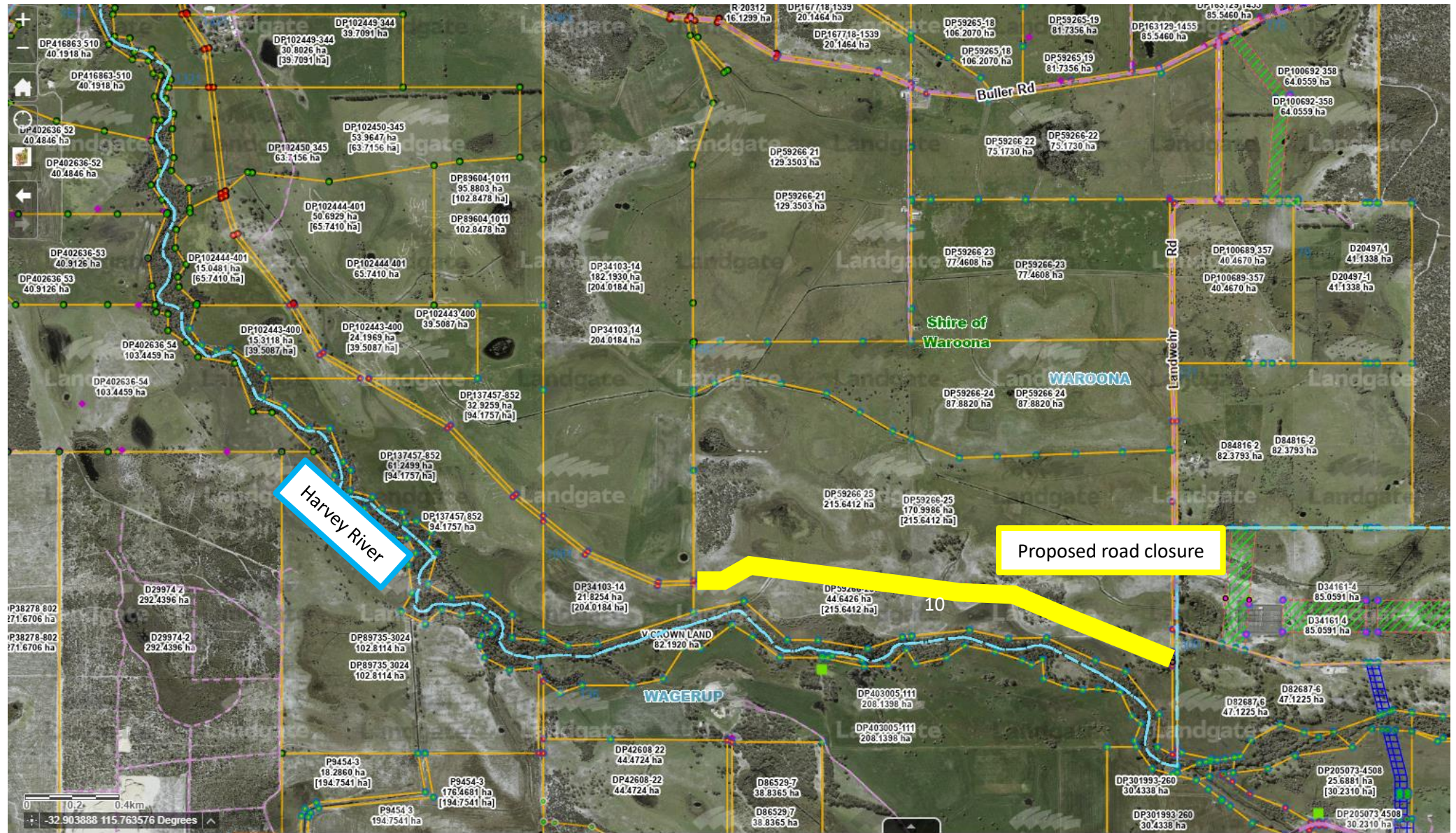
6. Legislative and Strategic Context

Institute of Public Works Engineering Australasia / Department of Planning, Lands and Heritage *Local Government Guidelines for Subdivisional Development* October 2017 Edition 2.3

Division	Regulatory & Development Services				
Policy Number	LPP1				
Contact Officer	Coordinator Regulatory & Development Services				
Related Legislation	Planning and Development Act 2005				
Related Shire Documents	Nil				
Risk Rating	Low	Review Frequency	As required	Next Review	When required
Date Adopted	18/12/2018				OCM18/12/126

Amendments		
Date	Details of Amendment	Reference
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071
Previous Policies		
PR005 – Retaining Walls 6.6 – Retaining Walls LBP003 – Local Building Policy 003 – Retaining Walls		

Proposed road closure



Key:



Land subject of requested road closure

16 January 2023

Craig Zanotti
Coordinator Regulatory and Development Services
Shire of Waroona
52 Hesse Street
PO Box 20
Waroona, WA, 6215

Dear Craig,

Closure of Road Reserve (Land ID no – 3629759, 3629760) in Lot 25 (981) Buller Road

Frontier Energy Limited (Frontier) requests that the Shire of Waroona closes the public road reserve (Land ID 3629759, 3629760) that is shown on Deposited Plan 59266 (Attachment A), to enable the development of the Waroona Solar Farm (DAP Determination DAP/19/0166, LG Ref TP2115). This road reserve can only be identified by the deposited plan and doesn't exist on the ground.

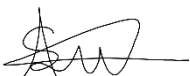
Frontier will cover all costs included in the assessment and closure of the road reserve.

SE Waroona Pty Ltd (SE Waroona) is the current landholder and has provided a letter of support for Frontier's request to close the road (see Attachment B).

Additionally, Frontier has a Contract for Sale of Land for Lot 25 with SE Waroona to acquire the property which is due to settle in July 2024. Please find attached a copy of the Contract (Attachment C).

Should you require any additional information, please contact me on 0438054109 or via asullivan@frontierhe.com.

Yours sincerely,



Amy Sullivan
ESG Manager
Frontier Energy



SHIRE OF
WAROONA
SEA TO SCARP

Separation of Shires of Murray and Waroona Local Emergency Management Committee

**Analysis of Ability to Comply with Provisions of
the *Emergency Management Act 2005***

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Responses from LEMC Members Regarding Separation

Background

At the Local Emergency Management Committee Meeting held 14 February 2024, the Shire of Murray advised that it intended on leaving the joint Shires of Murray and Waroona Local Emergency Management Committee (LEMC).

The State Emergency Management Committee (SEMC) sets out the procedure for the separation of combined local governments for the purpose of emergency management under the State Emergency Management Procedure, cl 3.15.

Under this procedure, where one or more local governments who have combined under section 34 of the *Emergency Management Act 2005* (EM Act) wish to separate from the arrangements and undertake their responsibilities under section 38 of the EM Act as a single local government, each local government must conduct an analysis of its ability to comply with the provisions of the EM Act in respect to emergency management. This analysis should examine the local government's ability to provide both effective and efficient emergency management and identify any associated risks.

Relevant Provisions of the EM Act

Section 39 of the EM Act sets out the functions of local emergency management committees:

- *“To advise and assist the local government in ensuring that local emergency management arrangements are established for its district.*
- *To liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements.*
- *To carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.*

Analysis of Ability to Comply with Section 39 of the EM Act

Ability to Effectively and Efficiently Advise and Assist the Local Government in Ensuring that Local Emergency Management Arrangements (LEMA) are Established for its District

Effectiveness Considerations

- The primary hazards affecting the Shires of Murray and Waroona can have regional impacts, meaning that preparing for those hazards ought to be addressed in the LEMA at a regional scale.
- Notwithstanding the above, most of the agencies and organisations have expressed that their representation won't be reduced at separate LEMC meetings for each local government, therefore advice and assistance in dealing with LEMA matters may not be adversely impacted.

Efficiency Considerations

- The LEMA was only recently established in 2022. The dissolution of the LEMC will require the Shire of Waroona to review the LEMA after it only being in operation for two years.
- The LEMA is a complex and lengthy document and its review will be resource-intensive. Reviewing a contemporary LEMA that complies with the latest format set by the SEMC is not considered an efficient use of local government resources when large components of the same document need to be reproduced twice.

Ability to Effectively and Efficiently Liaise with Public Authorities and Other Persons in the Development, Review and Testing of Local Emergency Management Arrangements

Effectiveness Considerations

- The dissolution will mean more meetings and exercises for many of the agencies and organisations involved in the existing joint LEMC.
- There is a risk that meetings may not be as well attended as they could be due to time commitments.
- On the other hand closer attention of the relevant agencies and authorities to the needs and risks within the Shire of Waroona may occur. It is noted that since combining the LEMC the attendance of Waroona based agencies has declined.

Efficiency Considerations

- The dissolution will remove a central point of administration for the LEMC.
- Reduced attendance at separate LEMC meeting may result in a downturn in effectiveness, particularly in regard to testing the LEMA.

Ability to Effectively and Efficiently Carry Out Other Emergency Management Activities as Directed by the SEMC or Prescribed by the Regulations

SEMC takes an ‘all communities – all emergencies’ approach to emergency management in WA to ensure a shared responsibility across the community, which strengthens capability. In order to ensure local governments are adequately prepared and capable to deal with emergencies, the SEMC has developed the State Emergency Management Exercise Framework which directs local governments to develop and maintain capability-based exercises as part of their continuous ‘business as usual’ exercise program.

Effectiveness Considerations

- The separation of the LEMC may have a negative impact on the quantity and quality of capability-based exercising.
- The most recent exercise of the joint-LEMC held in 2023 entailed a bush fire scenario. The exercise required a vast array of people, agencies and organisations and the result from the joint effort of the LEMC was exceptional. It is difficult to see how the separation of the LEMC would improve exercise testing.

Efficiency Considerations

- Emergencies do not subscribe themselves to single local governments, therefore it’s critical that testing is carried out cooperatively between local governments to improve capability and preparedness.

- There is a risk that the doubling up of exercise testing may impact attendance levels from the various agencies and organisations.

Local Government Emergency Management Memorandum of Understanding

How the above-mentioned negative impacts on efficiency and effectiveness can be dealt with is considered through the Memorandum of Understanding already in place between regional local governments.

In 2015 a Local Government Emergency Management Memorandum of Understanding (MOU) was established to formalise cooperative arrangements between local governments, promoting sharing of resources during emergencies and during post-incident recovery.

The following local governments are party to the MOU:

- Shire of Waroona
- Shire of Murray
- City of Mandurah
- City of Rockingham
- Shire of Serpentine-Jarrahdale

Whilst the MOU is not strictly related to the LEMC, it certainly suggests that there are significant benefits to local government cooperation during and after emergency incidents. The intention of the MOU is “*to improve the efficiency of joint response to a disaster, share experiences, enhance cooperation between local governments and improve regional resilience*”. As noted above, the Shire of Murray is a party to the MOU. The separation of the LEMC will mean that all parties to the MOU will have their own local emergency management committees and there will be no joint committees for the Peel region. This is not considered an efficient and effective way to address emergency management in a region at high risk to bush fire.

The separation will cause a requirement to ensure the Local Government Emergency Management Memorandum of Understanding remains current as a result of the separation. This document may require review to ensure its effectiveness and currency.

Summary of Responses from LEMC Members Regarding Separation

LEMC agencies and organisations were invited to respond to the separation of the LEMC. At the time of writing this analysis, 6 responses were received.

All the responses were neutral in flavour and generally indicated that the separation of the LEMC would not impact the organisation/agency in question.

Conclusion and Recommendations

The individual local governments are the sole arbiters of whether they intend to remain within a joint LEMC or not. Effectively this means that the dissolution of a joint LEMC leaves the remaining local government with no option but to form a district level LEMC as required by the Emergency Management Act 2005 and the analysis within this report while meeting regulatory requirements, in reality only serves to assist the local government in managing the situation that it is dealt with.

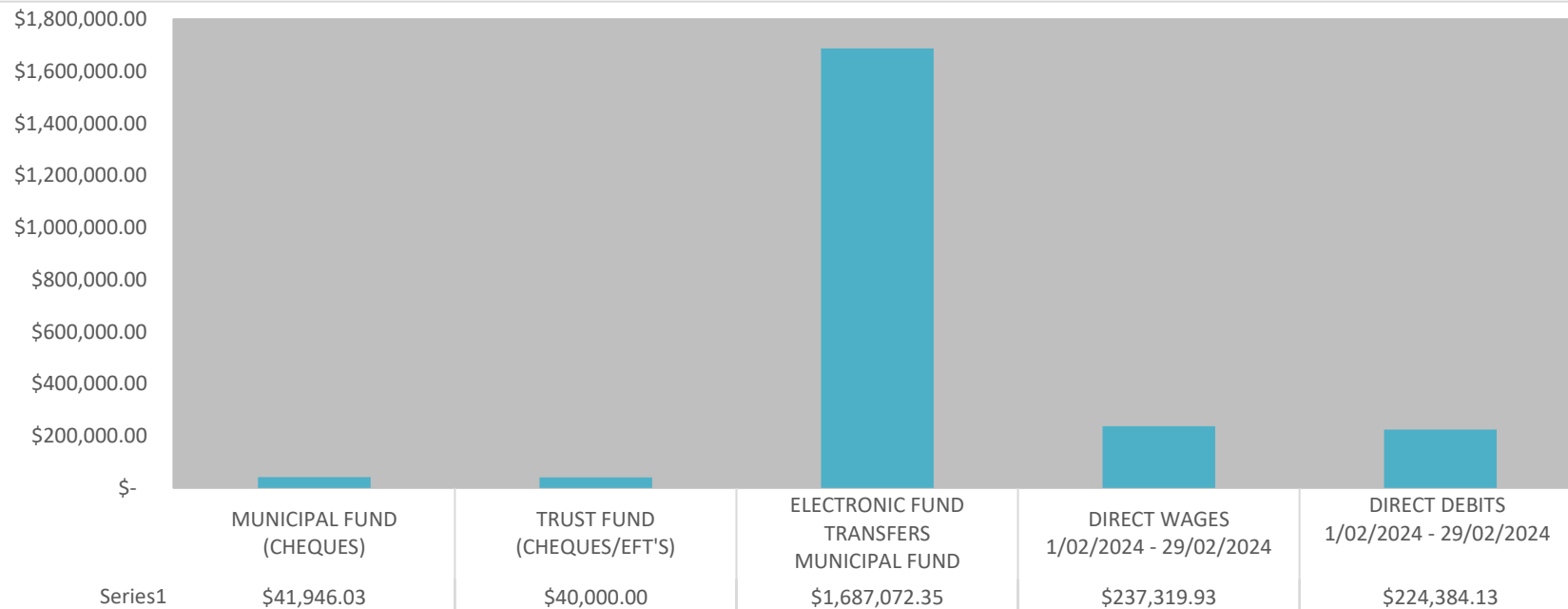
It is recommended that that the Shire proceed immediately to form a district level LEMC in time for the 30 June 2024 withdrawal of the Shire of Murray from the joint LEMC.

SUMMARY OF PAYMENTS FOR THE PERIOD 1/02/2024 TO 29/02/2024

Appendix 11.2.1

ACCOUNT	CHEQUE NO'S	TOTAL
MUNICIPAL FUND (CHEQUES)	10212 - 10229	\$ 41,946.03
TRUST FUND (CHEQUES/EFT'S)	CHQ11271	\$ 40,000.00
ELECTRONIC FUND TRANSFERS MUNICIPAL FUND	40131 - 40379	\$ 1,687,072.35
DIRECT WAGES 1/02/2024 - 29/02/2024	N/A	\$ 237,319.93
DIRECT DEBITS 1/02/2024 - 29/02/2024	N/A	\$ 224,384.13

GRAND TOTAL: \$ 2,230,722.44



List of Accounts Due & Submitted to Committee March 2024			
Municipal Funds Cheques February 2024			
Chq/EFT	Date	Name	Amount
10212	02/02/2024	PETTY CASH - please pay cash	-284.10
10213	02/02/2024	SHIRE OF WAROONA - SUNDRY DEBTORS	-764.00
10214	02/02/2024	SYNERGY	-11348.61
10215	02/02/2024	WATER CORPORATION	-13906.73
10216	09/02/2024	SHIRE OF WAROONA - SUNDRY DEBTORS	-764.00
10217	09/02/2024	SYNERGY	-126.64
10218	09/02/2024	SHIRE OF WAROONA	-80.00
10219	09/02/2024	WATER CORPORATION	-2403.04
10220	09/02/2024	VR NOMINEES PTY LTD	-250.00
10221	15/02/2024	SYNERGY	-276.20
10222	15/02/2024	SHIRE OF WAROONA	-49.50
10223	22/02/2024	SHIRE OF WAROONA	-200.00
10224	23/02/2024	KELVIN LAWRENCE PARRIS	-630.15
10225	23/02/2024	SHIRE OF WAROONA - SUNDRY DEBTORS	-764.00
10226	23/02/2024	SYNERGY	-8764.36
10227	23/02/2024	SHIRE OF WAROONA	-98.00
10228	29/02/2024	PETTY CASH - please pay cash	-87.80
10229	29/02/2024	SYNERGY	-1148.90
			-\$ 41,946.03

Trust Fund Cheques/EFTs			
Chq/EFT	Date	Name	Amount
11271	23/02/2024	SHIRE OF WAROONA	-40000.00
			-\$ 40,000.00

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Direct Debit Payments			
Direct Debit	Date	Name	Amount
DD22445.1	04/02/2024	FLEET CARE PTY LTD	-2169.92
DD22510.1	21/02/2024	WEX AUSTRALIA PTY LTD (CALTEX STAR CARD)	-173.37
		Waroona West Volunteer Bush Fire Brigade	
	16/12/2023	Fuel - Ref: 12531	\$ 103.61
	23/12/2023	Fuel - Ref: 12679	\$ 67.26
	31/12/2023	Fuel Card Fee - Ref: 5818	\$ 2.50
		Total	\$ 173.37
DD22546.1	08/02/2024	GOGO MEDIA	-75.90
DD22548.1	01/02/2024	DEPARTMENT OF TRANSPORT	-3114.55
DD22553.1	02/02/2024	DEPARTMENT OF TRANSPORT	-3553.00
DD22560.1	05/02/2024	DEPARTMENT OF TRANSPORT	-7074.50
DD22563.1	06/02/2024	DEPARTMENT OF TRANSPORT	-28807.80
DD22567.1	08/02/2024	BEAM SUPERANNUATION FUND	-25009.70
DD22577.1	07/02/2024	DEPARTMENT OF TRANSPORT	-8329.00
DD22581.1	08/02/2024	DEPARTMENT OF TRANSPORT	-8364.00
DD22585.1	09/02/2024	DEPARTMENT OF TRANSPORT	-3147.15
DD22590.1	12/02/2024	DEPARTMENT OF TRANSPORT	-11519.20
DD22595.1	13/02/2024	DEPARTMENT OF TRANSPORT	-5790.30
DD22602.1	14/02/2024	DEPARTMENT OF TRANSPORT	-3700.40
DD22609.1	29/02/2024	TELAIR PTY LTD	-1131.70
DD22611.1	15/02/2024	DEPARTMENT OF TRANSPORT	-3674.70
DD22613.1	16/02/2024	DEPARTMENT OF TRANSPORT	-4968.35
DD22617.1	19/02/2024	DEPARTMENT OF TRANSPORT	-30731.45
DD22621.1	20/02/2024	DEPARTMENT OF TRANSPORT	-5361.95
DD22624.1	22/02/2024	BEAM SUPERANNUATION FUND	-24867.22
DD22627.1	22/02/2024	WEX AUSTRALIA PTY LTD (CALTEX STAR CARD)	-44.43
		Waroona West Volunteer Bush Fire Brigade	
	02/01/2024	Fuel - Ref: 12806	\$ 41.93
	31/01/2024	Fuel Card Fee - Ref: 5818	\$ 2.50
		Total	\$ 44.43

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DD22629.1	22/02/2024 AMPOL CARD		-774.79
	Lake Clifton Volunteer Bush Fire Brigade		
	01/01/2024 Fuel - Ref: E38963	\$	160.79
	30/01/2024 Fuel - Ref: E62702	\$	112.18
		Total \$	272.97
	Preston Beach Volunteer Bush Fire Brigade		
	01/01/2024 Fuel - Ref: E37569	\$	74.56
	01/01/2024 Fuel - Ref: E60564	\$	101.14
	06/01/2024 Fuel - Ref: E37902	\$	109.57
	12/01/2024 Fuel - Ref: E38304	\$	98.98
	18/01/2024 Fuel - Ref: E38744	\$	117.57
		Total \$	501.82
DD22631.1	28/02/2024 FINES ENFORCEMENT AGENCY		-2171.00
DD22633.1	21/02/2024 DEPARTMENT OF TRANSPORT		-8458.75
DD22643.1	22/02/2024 IINET TECHNOLOGIES		-89.99
DD22645.1	29/02/2024 FINES ENFORCEMENT AGENCY		-171.70
DD22647.1	22/02/2024 DEPARTMENT OF TRANSPORT		-6602.45
DD22649.1	23/02/2024 DEPARTMENT OF TRANSPORT		-4028.30
DD22654.1	26/02/2024 DEPARTMENT OF TRANSPORT		-4328.40
DD22656.1	27/02/2024 DEPARTMENT OF TRANSPORT		-6896.85
DD22662.1	28/02/2024 DEPARTMENT OF TRANSPORT		-5488.75
DD22665.1	22/02/2024 BEAM SUPERANNUATION FUND		-61.51
DD22668.1	29/02/2024 DEPARTMENT OF TRANSPORT		-3703.05
		-\$	224,384.13

Municipal Electronic Funds Transfers			
Chq/EFT	Date	Name	Amount
EFT40131	02/02/2024	RENIER & CHRISTINE THEELEN	-615.60
EFT40132	02/02/2024	ESTUARY BOBCATS	-3960.00
EFT40133	02/02/2024	CARMEN TYRER	-87.75
EFT40134	02/02/2024	OPTUS BILLING SERVICES	-1701.16
EFT40135	02/02/2024	CITY & REGIONAL FUELS	-7068.94

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EFT40136	02/02/2024 DEPARTMENT OF PLANNING, LANDS AND HERITAGE	-11236.00
EFT40137	02/02/2024 THINKPROJECT AUSTRALIA PTY LTD	-1144.00
EFT40138	02/02/2024 BILL VANDERSTEEN	-14.92
EFT40139	02/02/2024 TRICIA MICHELLE DALLING	-48.75
EFT40140	02/02/2024 MALMAR ENTERPRISES & AMICA TRADING CO	-27.65
EFT40141	02/02/2024 SJ TRAFFIC MANAGEMENT	-32112.31
EFT40142	02/02/2024 CR CHARLIE CLARKE	-352.31
EFT40143	02/02/2024 LOCKDOWN SECURITY	-759.00
EFT40144	02/02/2024 DAVREY GROWERS	-63.38
EFT40145	02/02/2024 COMPLETE REFRIGERATION & AIR	-2858.97
EFT40146	02/02/2024 KATHLEEN ELIZABETH COLE	-50.71
EFT40147	02/02/2024 ALANA RAINER	-89.10
EFT40148	02/02/2024 TEAM GLOBAL EXPRESS PTY LTD	-1464.57
EFT40149	02/02/2024 ZINNIA FLORAL DESIGNS	-280.00
EFT40150	02/02/2024 LITTLE FARM HONEY - MAREE ELLIS	-213.56
EFT40151	02/02/2024 BARBARA MILLAR	-7.50
EFT40152	02/02/2024 CORSIGN	-83.60
EFT40153	02/02/2024 JOSH COWLING PHOTOGRAPHY	-740.00
EFT40154	02/02/2024 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL	-1045.00
EFT40155	02/02/2024 LYNETTE ANNE CLARK	-61.12
EFT40156	02/02/2024 MARCIA EWING	-213.30
EFT40157	02/02/2024 GREG LUCAS	-133.75
EFT40158	02/02/2024 CHRONICLE RIP PTY LTD	-1301.24
EFT40159	02/02/2024 W.L PRANGNELL	-8398.50
EFT40160	02/02/2024 NATURE PLAYGROUNDS	-32693.38
EFT40161	02/02/2024 ROOF ACCESS WA PTY LTD	-7480.44
EFT40162	02/02/2024 EARTHLY RAINBOW CREATIONS	-52.50
EFT40163	02/02/2024 ABORIGINAL SIX SEASONS	-437.80
EFT40164	02/02/2024 ALCOA OF AUSTRALIA	-63077.57
EFT40165	02/02/2024 BUNBURY BEARINGS	-97.52
EFT40166	02/02/2024 CURTIS ELECTRICAL CONTRACTING PTY LTD	-2526.19
EFT40167	02/02/2024 DE ROSAS HIGHWAY MOTORS	-153.67

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EFT40168	02/02/2024 LANDGATE	-87.01
EFT40169	02/02/2024 SHIRE OF MURRAY	-78729.20
EFT40170	02/02/2024 TELSTRA LIMITED	-2195.23
EFT40171	02/02/2024 WORK CLOBBER	-80.10
EFT40172	02/02/2024 WAROONA NEWS	-389.99
EFT40173	02/02/2024 MITRE 10	-1074.98
EFT40174	02/02/2024 PAULINE BONNER	-35.10
EFT40175	02/02/2024 JEANETTE AUDINO (Beadsparklez)	-159.48
EFT40176	02/02/2024 BARBARA DAWN BENNETT	-30.00
EFT40177	02/02/2024 GAIL DIANNE CURTIS	-23.21
EFT40178	02/02/2024 CHRISTINE HYDE	-308.70
EFT40179	02/02/2024 SANDRA HEPTON	-23.31
EFT40181	09/02/2024 SOUTHERN CITY BUILDING GROUP	-20.00
EFT40182	09/02/2024 JENNIFER MARIE ARTHURSON	-799.00
EFT40183	09/02/2024 MR & MRS RASCHELLA	-250.00
EFT40184	09/02/2024 PINJARRA AUTO GROUP (Auto One)	-31.95
EFT40185	09/02/2024 KLEEN WEST DISTRIBUTORS	-2677.85
EFT40186	09/02/2024 MANDURAH GLASS SERVICE	-1716.27
EFT40187	09/02/2024 DATA 3	-3875.37
EFT40188	09/02/2024 HEATLEYS SAFETY & INDUSTRIAL	-262.29
EFT40189	09/02/2024 BUILDING COMMISSION (BUILDING AND ENERGY)	-2160.31
EFT40190	09/02/2024 MANDURAH TROPHIES	-36.00
EFT40191	09/02/2024 HUCKLEBERRY'S TANK AND WATER SERVICE	-8400.00
EFT40192	09/02/2024 D & E DIESEL SERVICES	-1842.28
EFT40193	09/02/2024 ROBERT JETTA	-300.00
EFT40194	09/02/2024 LAKE CLIFTON INVESTMENTS PTY LTD	-14960.62
EFT40195	09/02/2024 WESTERN TOURIST RADIO	-99.00
EFT40196	09/02/2024 LOCKDOWN SECURITY	-220.00
EFT40197	09/02/2024 COMPLETE REFRIGERATION & AIR	-11361.34
EFT40198	09/02/2024 SCOPE BUSINESS IMAGING	-719.04
EFT40199	09/02/2024 RMC RAIL SERVICES	-275.00
EFT40200	09/02/2024 NAPA AUTO PARTS	-481.29

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EFT40201	09/02/2024 TEAM GLOBAL EXPRESS PTY LTD	-70.13
EFT40202	09/02/2024 ELEMENT ADVISORY PTD LTD	-77205.33
EFT40203	09/02/2024 CORSIGN	-328.90
EFT40204	09/02/2024 DA CHRISTIE PTY LTD	-473.00
EFT40205	09/02/2024 METAL ARTWORK BADGES	-104.50
EFT40206	09/02/2024 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL	-176.00
EFT40207	09/02/2024 QUANTIFIED TREE RISK ASSESSMENT	-181.50
EFT40208	09/02/2024 PRESTIGE TIMBER CRAFT (MICHELLE DOLDEN)	-48.75
EFT40209	09/02/2024 GREENWAY TURF SOLUTIONS PTY LTD	-15114.00
EFT40210	09/02/2024 CIVIL CONTRACTORS FEDERATION SOUTH AUSTRALIA LTD	-122.32
EFT40211	09/02/2024 AUSTRALIA POST (NEW)	-266.22
EFT40212	09/02/2024 WAROONA ROADHOUSE	-1660.93
EFT40213	09/02/2024 J & K REED CONSTRUCTIONS	-16957.80
EFT40214	09/02/2024 TIMBER INSIGHT	-13453.90
EFT40215	09/02/2024 E.P DRAFFIN MANUFACTURING PTY LTD	-5168.68
EFT40216	09/02/2024 PEEL WA PTY LTD T/A MANDURAH ISUZU UTE, SUBARU, SKODA AND HONDA	-25035.38
EFT40217	09/02/2024 SIMPLE BEN STORIES	-1342.00
EFT40218	09/02/2024 SHERIFF FENCING AND GATES	-7920.00
EFT40219	09/02/2024 AUSTRALIAN SERVICES UNION	-130.50
EFT40220	09/02/2024 ARROW BRONZE	-949.74
EFT40221	09/02/2024 WINC AUSTRALIA PTY LIMITED	-340.89
EFT40222	09/02/2024 CURTIS ELECTRICAL CONTRACTING PTY LTD	-8343.84
EFT40223	09/02/2024 CANNON HYGIENE AUSTRALIA PTY LTD	-124.55
EFT40224	09/02/2024 CHARLES HULL CONTRACTING	-78105.68
EFT40225	09/02/2024 DEPT OF PARKS & WILDLIFE	-224.25
EFT40226	09/02/2024 HARVEY COURIER	-35.82
EFT40227	09/02/2024 IT VISION	-3465.00
EFT40228	09/02/2024 WA AUTOMOTIVE PTY LTD T/A LANE FORD - MANDURAH MITSUBISHI	-20341.26
EFT40229	09/02/2024 LANDGATE	-203.30
EFT40230	09/02/2024 MCCALL BROS. ENGINEERING	-17435.00
EFT40231	09/02/2024 OFFICEWORKS	-121.57

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EFT40232	09/02/2024 PRESTIGE PRODUCTS		-468.88
EFT40233	09/02/2024 PISCONERI FAMILY TRUST		-12263.03
EFT40234	09/02/2024 SHIRE OF WAROONA STAFF LOTTO SYNDICATE		-142.80
EFT40235	09/02/2024 SHIRE OF MURRAY		-11157.65
EFT40236	09/02/2024 UPTON, RG & CO		-90.00
EFT40237	09/02/2024 WORK CLOBBER		-45.00
EFT40238	09/02/2024 WAROONA COMMUNITY CENTRE INC -TELECENTRE		-90.00
EFT40239	09/02/2024 WESTRAC EQUIPMENT PTY LTD		-3073.80
EFT40240	09/02/2024 WAROONA RURAL SERVICES		-2582.00
EFT40241	09/02/2024 IAN DIFFEN CITY DISCOUNT TYRES WAROONA		-2856.70
EFT40242	09/02/2024 WAROONA IGA		-622.77
EFT40243	09/02/2024 MITRE 10		-95.78
EFT40244	13/02/2024 ALCHEMY AFFAIRS		-1650.00
EFT40245	14/02/2024 NATIONAL AUSTRALIA BANK		-3221.57
	Chief Executive Officer		
	29/12/2023 Fairfax Media Subscriptions - Ref: 74564723362	\$	19.49
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total CEO \$	28.49
	Manager Corporate Services		
	03/01/2024 Google Suite Subscriptions - Ref: 74773884001	\$	432.43
	05/01/2024 Amazon AU - Ref: 74201334004	\$	86.49
	15/01/2024 Sonic Health Plus - Ref: 74564724012	\$	250.80
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total MCS \$	778.72
	Visitor Centre Manager		
	04/01/2024 Spotlight - Ref: 01410007221	\$	66.50
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total VCM \$	75.50
	Director Infrastructure & Development Services		
	9/01/2024 Planning Institute of Australia - Ref: 74564454008	\$	670.00
	18/01/2024 Department of Justice - Ref: 74940524016	\$	171.70
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00

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		Total DIDS \$	850.70
Building Maintenance Coordinator			
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total BMC \$	9.00
Executive Assistant			
	04/01/2024 Vibe Waroona - Ref: 74564454003	\$	258.30
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total EA \$	267.30
Manager Community & Communications			
	11/01/2024 Vizual Impact Pty - Ref: 74564724010	\$	418.00
	11/01/2024 Canva - Ref: 74071914010	\$	167.88
	29/01/2024 Vibe Placid Ark - Ref: 74564454027	\$	19.00
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total MCC \$	613.88
Director Corporate & Community Services			
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total DCCS \$	9.00
Manager Works & Waste Services			
	17/01/2024 Prime Industrial - Ref: 01242414708	\$	364.00
	23/01/2024 Bunnings - Ref: 74940524021	\$	215.98
	29/01/2024 Card Fee - Ref: 74557044029	\$	9.00
		Total MWWS \$	588.98
EFT40246	15/02/2024 MANDURAH GRAPHICS		-2409.00
EFT40247	15/02/2024 PETES TREEWORX		-4814.70
EFT40248	15/02/2024 BM & RV WATERS		-7316.90
EFT40249	15/02/2024 ESTUARY BOBCATS		-41283.00
EFT40250	15/02/2024 T-QUIP		-1828.25
EFT40251	15/02/2024 SEEK		-752.40
EFT40252	15/02/2024 HARVEY MEDICAL GROUP (WAROONA BRANCH)		-700.00
EFT40253	15/02/2024 COMMERCIAL CLEANING EQUIPMENT		-1405.21
EFT40254	15/02/2024 EQUIPPED EARTHWORKS		-10955.67
EFT40255	15/02/2024 QUALITY PUBLISHING AUSTRALIA		-315.72

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EFT40256	15/02/2024 SJ TRAFFIC MANAGEMENT	-21460.45
EFT40257	15/02/2024 WH LOCATION SERVICES T/A ABAXA PTY LTD	-3137.75
EFT40258	15/02/2024 LOCKDOWN SECURITY	-308.00
EFT40259	15/02/2024 THE DISTRIBUTORS PERTH	-194.70
EFT40260	15/02/2024 TEAM GLOBAL EXPRESS PTY LTD	-103.40
EFT40261	15/02/2024 ELEMENT ADVISORY PTD LTD	-16006.00
EFT40262	15/02/2024 HARVEY PLUMBING AND GAS	-1963.50
EFT40263	15/02/2024 TOTAL TOOLS MANDURAH	-500.00
EFT40264	15/02/2024 STEANN PTY LTD	-66935.00
EFT40265	15/02/2024 SAPIO PTY LTD	-635.25
EFT40266	15/02/2024 ECOEDGE ENVIRONMENTAL SERVICES	-1705.00
EFT40267	15/02/2024 GREG LUCAS	-443.00
EFT40268	15/02/2024 SCAVENGER FIRE & SAFETY	-5436.20
EFT40269	15/02/2024 CODEC PROJECT MANAGEMENT	-7304.00
EFT40270	15/02/2024 SUCCESSFUL PROJECTS	-247.50
EFT40271	15/02/2024 W.L PRANGNELL	-2805.00
EFT40272	15/02/2024 NATURE PLAYGROUNDS	-32044.11
EFT40273	15/02/2024 MAINLINE PLUMBING	-22880.80
EFT40274	15/02/2024 J&RP ELECTRICAL	-854.06
EFT40275	15/02/2024 AILEEN BYETT	-450.00
EFT40276	15/02/2024 BCITF	-2619.11
EFT40277	15/02/2024 CURTIS ELECTRICAL CONTRACTING PTY LTD	-4092.39
EFT40278	15/02/2024 CANNON HYGIENE AUSTRALIA PTY LTD	-1882.16
EFT40279	15/02/2024 HARVEY WATER	-3273.82
EFT40280	15/02/2024 ISWEEP TOWN & COUNTRY	-3795.00
EFT40281	15/02/2024 JASON SIGNMAKERS	-75.83
EFT40282	15/02/2024 KENNARDS HIRE	-443.00
EFT40283	15/02/2024 LANDGATE	-2851.00
EFT40284	15/02/2024 LEISURE INSTITUTE OF W.A. AQUATICS (INC)	-140.00
EFT40285	15/02/2024 A1 LOCKSMITHS (MANDURAH LOCK & KEY)	-726.00
EFT40286	15/02/2024 MJB INDUSTRIES	-5227.01
EFT40287	15/02/2024 METRO COUNT	-148.50

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EFT40288	15/02/2024 PFD FOOD SERVICES PTY LTD	-958.85
EFT40289	15/02/2024 PEEL H2O SOLUTIONS	-39.75
EFT40290	15/02/2024 PEEL HARVEY CATCHMENT COUNCIL	-2750.00
EFT40291	15/02/2024 PINJARRA BAKERY & PATISSERIE	-185.00
EFT40292	15/02/2024 THE WEST AUSTRALIAN (HARVEY REPORTER)	-2004.08
EFT40293	15/02/2024 SYNERGY - STREETLIGHT ACCOUNT	-24999.84
EFT40294	15/02/2024 SOU WESTOS CLEANING SERVICE	-11649.00
EFT40295	15/02/2024 WA ELECTORAL COMMISSION	-25884.95
EFT40296	15/02/2024 WAROONA SEPTICS	-1889.80
EFT40297	15/02/2024 MITRE 10	-295.48
EFT40298	20/02/2024 AUSTRALIAN TAXATION OFFICE	-12713.00
EFT40299	23/02/2024 DEPARTMENT OF BIODIVERSITY, CONSERVATION AND ATTRACTIONS	-395.64
EFT40300	23/02/2024 BOLLIG DESIGN GROUP PTY LTD	-17556.00
EFT40301	23/02/2024 WAROONA SENIOR CITIZENS WELFARE CTTE(INC) COMMUNITY CAR A/C	-1100.00
EFT40302	23/02/2024 PETES TREETWORX	-8735.94
EFT40303	23/02/2024 TOMS PUMPS AND WATERBORING	-990.00
EFT40304	23/02/2024 BUILDING COMMISSION (BUILDING AND ENERGY)	-1160.52
EFT40305	23/02/2024 HUCKLEBERRY'S TANK AND WATER SERVICE	-17875.00
EFT40306	23/02/2024 STATE WIDE TURF SERVICES	-15950.00
EFT40307	23/02/2024 AUSSIE TELECOM PTY LTD	-514.72
EFT40308	23/02/2024 Founder Enterprises Pty Ltd t/as Fortus Group	-1103.90
EFT40309	23/02/2024 SJ TRAFFIC MANAGEMENT	-15923.60
EFT40310	23/02/2024 FUEL TECHNOLOGY	-269.50
EFT40311	23/02/2024 MCG ARCHITECTS PTY LTD	-2640.00
EFT40312	23/02/2024 COUGAR SAND SUPPLIES	-1261.66
EFT40313	23/02/2024 SPECIALTY TIMBER FLOORING WA	-9251.00
EFT40314	23/02/2024 NAPA AUTO PARTS	-68.75
EFT40315	23/02/2024 TEAM GLOBAL EXPRESS PTY LTD	-89.30
EFT40316	23/02/2024 ARTISTRALIA	-495.00
EFT40317	23/02/2024 AQUAMONIX	-488.50
EFT40318	23/02/2024 SUSAN ANN WEIGHELL	-124.50
EFT40319	23/02/2024 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL	-1425.60

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EFT40320	23/02/2024 BINDI BINDI PUBLISHING	-216.00
EFT40321	23/02/2024 AMAZON WEB SERVICES AUSTRALIA PTY LTD	-348.46
EFT40322	23/02/2024 PHASE3 LANDSCAPE CONSTRUCTION PTY LTD	-3403.13
EFT40323	23/02/2024 MICHEL SMASH REPAIRS PTY LTD T/AS ROCKINGHAM TOWING SERVICE	-550.00
EFT40324	23/02/2024 SIMPLE BEN STORIES	-165.00
EFT40325	23/02/2024 JASMINE HODGES	-100.00
EFT40326	23/02/2024 AUSTRALIAN SERVICES UNION	-130.50
EFT40327	23/02/2024 AUSTRALIA POST (POST BOX)	-261.00
EFT40328	23/02/2024 A & L PRINTERS PTY LTD	-303.00
EFT40329	23/02/2024 ALLSTAMPS (SWASTIK SHREE PTY LTD)	-72.00
EFT40330	23/02/2024 BCITF	-1158.20
EFT40331	23/02/2024 CLEANAWAY	-7004.88
EFT40332	23/02/2024 CHARLES HULL CONTRACTING	-117772.62
EFT40333	23/02/2024 COATES HIRE	-3052.39
EFT40334	23/02/2024 JASON SIGNMAKERS	-196.53
EFT40335	23/02/2024 LANDGATE	-111.42
EFT40336	23/02/2024 LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	-1410.00
EFT40337	23/02/2024 LAKE CLIFTON HERRON RESIDENTS ASSOCIATION INC	-250.00
EFT40338	23/02/2024 McLEODS	-13780.08
EFT40339	23/02/2024 NOVUS WINDSCREEN REPAIRS	-528.00
EFT40340	23/02/2024 OFFICEWORKS	-801.95
EFT40341	23/02/2024 PRESTON BEACH PROGRESS ASSOC	-250.00
EFT40342	23/02/2024 PINJARRA TYREPOWER	-815.00
EFT40343	23/02/2024 DEPARTMENT OF PREMIER & CABINET - SLP/GAZETTE	-171.60
EFT40344	23/02/2024 SHIRE OF WAROONA STAFF LOTTO SYNDICATE	-144.00
EFT40345	23/02/2024 BUNBURY TRUCKS	-42.66
EFT40346	23/02/2024 SOU WESTOS CLEANING SERVICE	-6633.00
EFT40347	23/02/2024 TUCKEYS HARDWARE MITRE 10	-209.20
EFT40348	23/02/2024 UPTON, RG & CO	-523.60
EFT40349	23/02/2024 WAROONA COMMUNITY CENTRE INC -TELECENTRE	-1100.00
EFT40350	23/02/2024 WAROONA SEPTICS	-198.00
EFT40351	23/02/2024 WAROONA HISTORICAL SOCIETY INC	-550.00

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EFT40352	23/02/2024 MITRE 10	-890.33
EFT40353	29/02/2024 LYNN MARIE DE ROSA	-350.00
EFT40354	29/02/2024 KLEEN WEST DISTRIBUTORS	-352.77
EFT40355	29/02/2024 FULTON HOGAN INDUSTRIES	-369452.03
EFT40356	29/02/2024 MAIA FINANCIAL	-2750.15
EFT40357	29/02/2024 ZIPFORM PTY LTD	-55.00
EFT40358	29/02/2024 BENJAMIN JOEL WRIGHT	-427.08
EFT40359	29/02/2024 SJ TRAFFIC MANAGEMENT	-6824.40
EFT40360	29/02/2024 EMERG SOLUTIONS PTY LTD	-2095.00
EFT40361	29/02/2024 COMPLETE REFRIGERATION & AIR	-3745.50
EFT40362	29/02/2024 TEAM GLOBAL EXPRESS PTY LTD	-413.40
EFT40363	29/02/2024 WICKED STRATEGIES PTY LTD	-4882.90
EFT40364	29/02/2024 AUS CLEAN WA PTY LTD (CLEANING SERVICES)	-3707.00
EFT40365	29/02/2024 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL	-660.00
EFT40366	29/02/2024 VINCE CARNA	-200.00
EFT40367	29/02/2024 BUNBURY MACHINERY	-3670.00
EFT40368	29/02/2024 WINC AUSTRALIA PTY LIMITED	-473.75
EFT40369	29/02/2024 CURTIS ELECTRICAL CONTRACTING PTY LTD	-299.94
EFT40370	29/02/2024 SOUTH WEST ISUZU	-340.99
EFT40371	29/02/2024 JOHN SHENTON ENTERPRISES P/L	-98.89
EFT40372	29/02/2024 LANDGATE	-1074.15
EFT40373	29/02/2024 McLEODS	-2750.00
EFT40374	29/02/2024 PEEL H2O SOLUTIONS	-1769.50
EFT40375	29/02/2024 TELSTRA LIMITED	-2753.58
EFT40376	29/02/2024 TRUCKLINE	-222.69
EFT40377	29/02/2024 WORK CLOBBER	-727.80
EFT40378	29/02/2024 WAROONA NEWS	-4.60
EFT40379	29/02/2024 WURTH AUSTRALIA PTY LTD	-485.01
		-\$ 1,687,072.35

Appendix 11.2.1

Electronic Fund Transfer - Direct Salaries & Wages		
Date	Name	Amount
06/02/2024	National Australia Bank	- 120,066.35
20/02/2024	National Australia Bank	- 117,253.58
		-\$ 237,319.93
Total Municipal Fund Cheques		- 41,946.03
Total Trust Fund Cheques		- 40,000.00
Total Direct Debit		- 224,384.13
Total Electronic Funds		- 1,687,072.35
Total Direct Wages		- 237,319.93
		-\$ 2,230,722.44



MONTHLY FINANCIAL REPORT

FOR THE PERIOD ENDED 29 FEBRUARY 2024

SHIRE OF WAROONA

MONTHLY FINANCIAL REPORT



SHIRE OF WAROONA MONTHLY FINANCIAL REPORT TABLE OF CONTENTS

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LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

SHIRE OF WAROONA
STATEMENT OF FINANCIAL ACTIVITY BY NATURE OR TYPE



FOR THE PERIOD ENDED 29 FEBRUARY 2024

Details	Note	Original Budget	YTD Budget	YTD Actual	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
		\$	\$	\$			
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	8	5,812,751	5,800,751	5,800,032	(719)	(0%)	
Grants, Subsidies and Contributions	8	547,585	591,982	451,807	(140,175)	(31%)	▼
Fees and Charges		1,762,065	1,560,935	1,661,118	100,183	6%	▲
Interest Earnings		200,750	73,832	87,504	13,672	16%	▲
Other Revenue		179,700	155,212	85,870	(69,342)	(81%)	▼
Profit on Asset Disposal	10	92,269	52,592	22,082	(30,510)	(138%)	▼
Fair value adjustments to financial assets at fair value		0	0	0	0		
		8,595,120	8,235,304	8,108,412			
Expenditure from operating activities							
Employee Costs		(4,192,034)	(2,790,669)	(2,664,604)	(126,065)	(5%)	▼
Materials and Contracts		(4,162,701)	(2,804,570)	(2,264,596)	(539,974)	(24%)	▼
Utilities Charges		(430,915)	(299,624)	(242,096)	(57,528)	(24%)	▼
Depreciation (Non-Current Assets)		(3,444,024)	(2,225,520)	(1,481,781)	(743,739)	(50%)	▼
Finance Costs		(59,765)	(30,682)	(28,173)	(2,509)	(9%)	
Insurance Expenses		(269,610)	(269,612)	(227,587)	(42,025)	(18%)	▼
Other Expenditure		(232,623)	(162,444)	(147,942)	(14,502)	(10%)	
Loss on Asset Disposal	10	(9,450)	(7,301)	(6,077)	(1,224)	(20%)	▼
		(12,801,122)	(8,590,422)	(7,062,857)	1,527,565		
Non-cash amounts excluded from operating activities		3,319,673	0	2,169,876	2,169,876		
Amount attributable to operating activities		(886,329)	(355,118)	3,215,432	3,570,549		
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		7,253,961	4,844,417	5,003,275	158,858	3%	▲
Proceeds from disposal of assets	10	323,182	0	95,078	(95,078)	100%	▼
		7,577,143	4,844,417	5,098,352	(253,935)		
Outflows from investing activities							
Payments for property, plant and equipment		(1,924,528)	(1,260,729)	(1,344,186)	83,457	6%	▲
Payments for construction of infrastructure		(7,788,646)	(7,134,887)	(5,611,695)	(1,523,192)	(27%)	▼
		(9,713,174)	(8,395,616)	(6,955,881)	1,439,735		
Amount attributable to investing activities		(2,136,031)	(3,551,199)	(1,857,529)	1,693,670		
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures		100,000	0	0	0		
Transfer from reserve		383,000	0	0	0		
		483,000	0	0	0		
Outflows from financing activities							
Repayment of borrowings		(133,704)	0	(66,225)	(66,225)	100%	▼
Payments for principal portion of lease liabilities		0	0	0	0		
Transfer to reserves		(193,538)	0	(64,073)	(64,073)	100%	
		(327,242)	0	(130,298)	(130,298)	100%	
Amount attributable to financial activities		155,758	0	(130,298)	(130,298)	100%	
MOVEMENT IN SURPLUS DEFICIT							
Surplus or deficit at the start of the financial year		2,866,604	0	2,866,604	2,866,604		
Amount attributable to operating activities		(886,329)	(355,118)	3,215,432	3,570,549		
Amount attributable to investing activities	0	(2,136,031)	(3,551,199)	(1,857,529)	1,693,670		
Amount attributable to financing activities		155,758	0	(130,298)	(130,298)	100%	
Surplus or deficit after imposition of general rates		2	(3,906,317)	4,094,208	8,000,525		

SHIRE OF WAROONA
STATEMENT OF FINANCIAL POSITION



FOR THE PERIOD ENDED 29 FEBRUARY 2024

	Note	30-Jun-23	29th Feb 2024
Current Assets			
Cash and cash equivalents	2	6,942,669	6,751,372
Trade and other receivables		1,428,867	1,169,890
Inventories		19,536	0
Other assets		9,107	1,093,444
Total Current Assets		8,400,179	9,014,706
Non-Current Assets			
Trade and other receivables		10,734	10,734
Other financial assets		61,117	61,117
Property, plant and equipment		47,244,611	47,935,658
Infrastructure		101,779,702	109,066,615
Right of use assets		213,494	213,494
Total non-current assets		149,309,658	157,287,618
TOTAL ASSETS		157,709,837	166,302,324
Current Liabilities			
Trade and other payables		2,546,158	1,558,228
Other liabilities		707,822	1,018,661
Lease liabilities		92,903	92,903
Borrowings	12	128,791	62,566
Employee related provisions		723,371	723,371
Total Current Liabilities		4,199,045	3,455,729
Non-current Liabilities			
Lease liabilities		120,591	120,591
Borrowings	12	1,533,043	1,533,043
Employee related provisions		49,605	49,605
Total non-current Liabilities		1,703,239	1,703,239
TOTAL LIABILITIES		5,902,284	5,158,968
NET ASSETS		151,807,553	161,143,418
Equity			
Retained surplus		14,014,839	20,767,800
Reserve accounts		2,290,330	2,290,329
Revaluation surplus		135,502,385	138,085,320
Total Equity		151,807,553	161,143,418

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 1 - Basis of preparation and significant accounting policies**Basis of preparation**

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995*, read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretation of the Australian Accounting Standards Board were applied where no inconsistencies exist.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is to be considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire of Waroona to measure any vested improvements at zero cost.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supporting information does not form part of the financial report.

Accounting policies which has been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

The Local Government Reporting Entity

All funds through which the Shire of Waroona controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the trust fund are excluded from the financial statements.

Judgements and estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from those estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies utilised in the preparation of these statements are as described within the 2023-24 annual budget. Please refer to the adopted budget document for details of these policies.

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 2: Statement of Financial Activity Information

2a. Net current assets used in the Statement of Financial Activity	Last Year Closing 30 June 2022	29th Feb 2024
Current assets		
Cash and cash equivalents	6,942,669	6,751,372
Trade and other receivables	485,211	333,940
Inventories	19,536	0
Other assets	9,107	1,093,444
Total current assets	7,456,523	8,178,756
Current liabilities		
Trade and other payables	(1,591,768)	(711,484)
Other liabilities	(707,822)	(1,018,661)
Total current liabilities	(2,299,590)	(1,730,145)
Net current assets	5,156,933	6,448,611
less: Total adjustments to net current assets	(2,290,330)	(2,354,403)
Closing funding surplus/deficit	2,866,604	4,094,208

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

2b. Non-cash amounts excluded from operating activities	YTD Budget (a)	YTD Actual (b)
Adjustments to operating activities		
Less: Profit on asset disposals	(92,269)	(22,082)
Less: Fair value adjustment to financial assets	0	0
Add: Non-cash contributions	0	704,100
Add: Loss on asset disposals	9,450	6,077
Add: Depreciation	3,444,024	1,481,781
Add: Movement in employee provisions	(41,532)	0
Total current assets	3,319,673	2,169,876

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.

Adjustments to net current assets

Less: Reserve accounts	(2,100,868)	(2,290,329)
Total adjustments to net current assets	(2,100,868)	(2,290,329)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or a liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated, assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 3: Explanation of Material Variances**Comments/Reason for Variance**

Council policy in relation to materiality states that for highlighting variances (budget to actual) the factor shall be 10% with a minimum of \$30,000.

3.1 Revenue from operating activities

The following activities were identified as having a material variance in accordance with Council Policy:

Grants, subsidies and contributions

Income is lower than budgeted due later than expected receipt of grant funding.

Fees and Charges

Income is higher than budgeted due to budget profile settings for fees and charges.

Interest Revenue

Income is higher than anticipated due to additional interest earnings.

Other Revenue

Income is lower than anticipated due to budget profile settings for other revenue.

Profit on asset disposals

Income is lower than anticipated due to budget profile settings for sale of assets.

3.2 Expenditure from operating activities

The following activities were identified as having a material variance in accordance with Council Policy:

Employee costs

Employee costs are lower than budgeted due to staff absences due to recruitment and contract use.

Materials and contracts

Expenses are lower due to delays in project expenditure and budget profile settings.

Utility charges

Utility charges are lower due to budget profile settings.

Depreciation

Depreciation costs are lower due to early agenda cut-off, depreciation to be calculated and applied.

Insurance

Insurance costs are lower due to budget profile settings.

Loss on asset disposal

Other expenditure funds are lower than budgeted due to budget profile settings.

3.3 Inflows from investing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Proceeds from capital grants, subsidies and contributions

Income is higher than budgeted due to grant income received earlier than expected.

Proceeds from disposal of assets

Income is lower than budgeted due to reduced amounts being transferred from reserve (projects delayed).

Outflows from investing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Payments for property, plant and equipment

Expenditure is higher than budgeted due to budget profile settings.

Payments for construction of infrastructure

Expenditure is lower than budgeted due to budget profile settings.

Inflows from financing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Nil

Outflows from financing activities

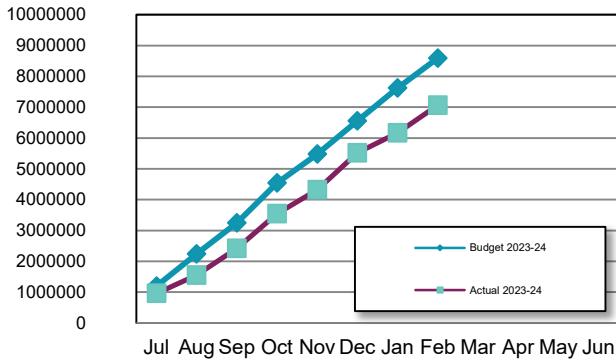
The following activities were identified as having a material variance in accordance with Council Policy:

Nil

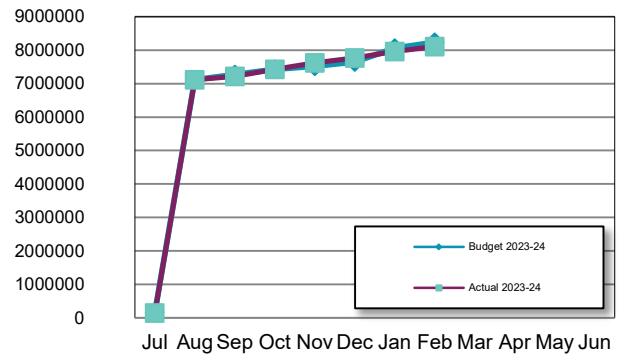
NOTE 4 - Graphical Representation - Source Statement of Financial Activity

OPERATING EXPENSES & REVENUE - GRAPHICAL REPRESENTATION

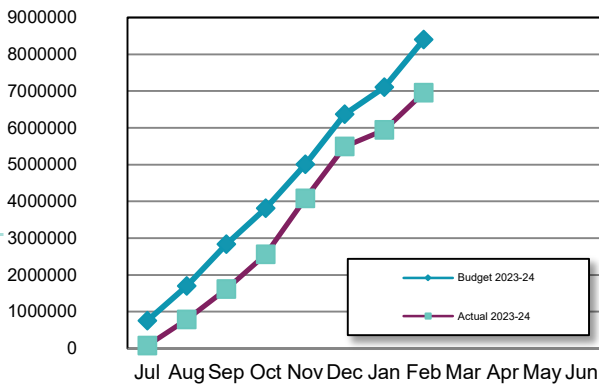
BUDGET OPERATING EXPENSES -v- YTD ACTUAL



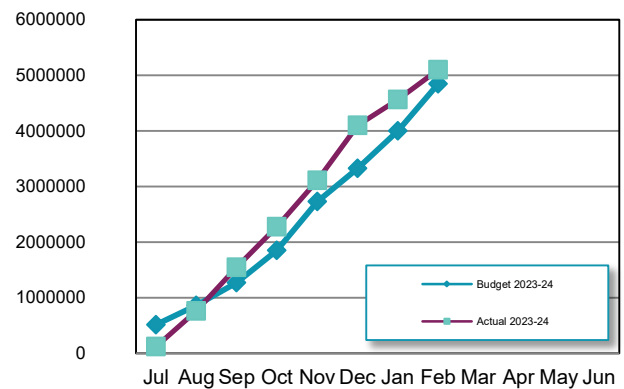
BUDGET OPERATING REVENUES -v- YTD ACTUAL



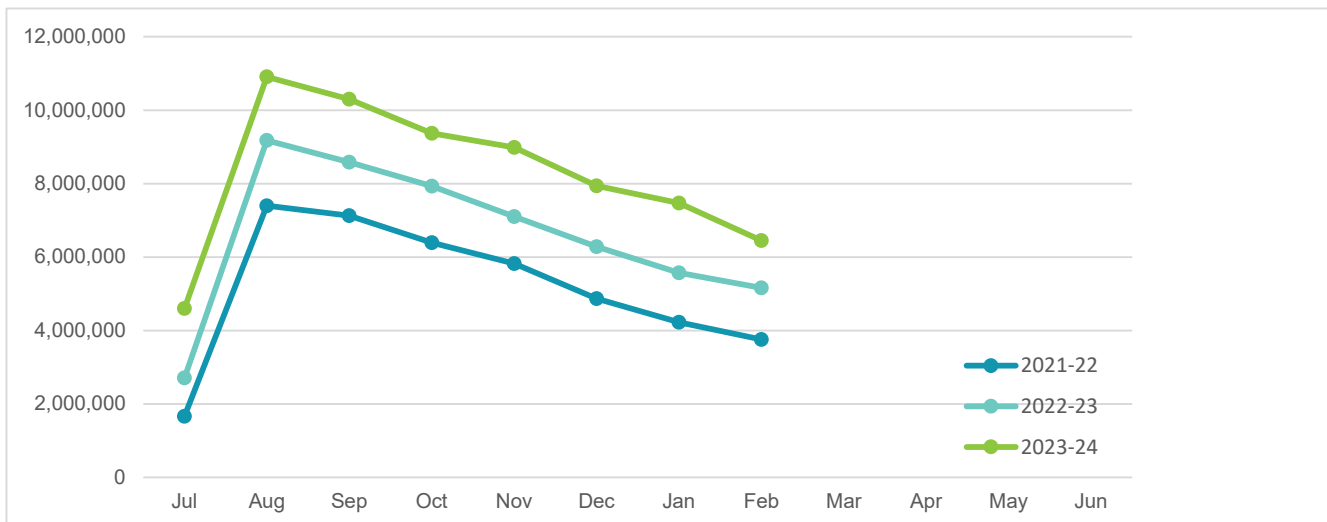
BUDGET CAPITAL EXPENSES -v- YTD ACTUAL



BUDGET CAPITAL REVENUES -v- YTD ACTUAL



NET CURRENT FUNDING POSITION (Note 2a)



SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 5: Cash and Financial Assets

Details	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Bank	Maturity Date
(a) Cash Deposits								
Municipal Account		1,571,778				1,571,778	NAB	
Cash on Hand		1,750				1,750	NAB	
Trust Account				514,251		514,251	NAB	
(b) Term Deposits								
Sporting Reserve	5.00%		76,943			76,943	NAB	26/06/2024
Building Asset Maintenance Reserve	5.00%		105,061			105,061	NAB	26/06/2024
Recreation Centre Building Maintenance Reserve	5.00%		74,933			74,933	NAB	26/06/2024
Preston Beach Volunteer Rangers Reserve	5.00%		71,740			71,740	NAB	26/06/2024
Emergency Assistance Reserve	5.00%		113,474			113,474	NAB	26/06/2024
Works Depot Redevelopment	5.00%		85,956			85,956	NAB	26/06/2024
Council Building Construction Reserve	5.00%		176,951			176,951	NAB	26/06/2024
Information Technology Reserve	5.00%		103,715			103,715	NAB	26/06/2024
Footpath Construction Reserve	5.00%		34,118			34,118	NAB	26/06/2024
Plant Reserve	5.00%		245,360			245,360	NAB	26/06/2024
Staff Leave Reserve	5.00%		15,851			15,851	NAB	26/06/2024
Strategic Planning Reserve	5.00%		21,376			21,376	NAB	26/06/2024
Waste Management Reserve	5.00%		1,130,230			1,130,230	NAB	26/06/2024
History Book Reprint Reserve	5.00%		11,151			11,151	NAB	26/06/2024
Risk & Insurance Reserve	5.00%		9,869			9,869	NAB	26/06/2024
Drakesbrook Cemetery Reserve	5.00%		77,674			77,674	NAB	26/06/2024
(c) Investments								
Trust Term Deposit 1	4.78%			500,000		500,000	Bendigo	2/04/2024
Trust Term Deposit 2	4.90%			500,000		500,000	Bendigo	24/06/2024
Trust Term Deposit 3	5.00%			800,000		800,000	NAB	26/06/2024
Muni Deposit 1	4.83%				1,000,000	1,000,000	Bendigo	6/03/2024
Muni Deposit 2	4.26%				500,000	500,000	Bendigo	12/03/2024
Muni Deposit 3	4.25%				1,000,000	1,000,000	Bendigo	7/03/2024
Muni Deposit 4	4.81%				800,000	800,000	Bendigo	16/04/2024
TOTAL		1,573,528	2,354,403	2,314,251	3,300,000	9,542,182		

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of six months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give us rise to cash flows that are solely payments of principal and interest.

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 6: Cash Backed Reserve

Reserve Name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$			\$	\$	\$	\$	\$
Sporting	74,849	0	0	0	74,849	74,849	2,094	0	0	76,943
Council Building Maintenance	102,203	0	42,000	0	144,203	102,203	2,858	0	0	105,061
Rec Centre Building Maintenance	72,895	0	0	0	72,895	72,895	2,038	0	0	74,933
Preston Beach Volunteer Rangers	69,789	0	12,882	0	82,671	69,789	1,951	0	0	71,740
Emergency Assistance	110,387	0	0	0	110,387	110,387	3,087	0	0	113,474
Works Depot Redevelopment	83,618	0	0	0	83,618	83,618	2,338	0	0	85,956
Council Building Construction	172,137	0	0	(15,000)	157,137	172,137	4,814	0	0	176,951
Information Technology	100,887	0	0	0	100,887	100,887	2,828	0	0	103,715
Footpath Construction	33,190	0	0	0	33,190	33,190	928	0	0	34,118
Plant Replacement	238,681	0	0	(113,000)	125,681	238,681	6,679	0	0	245,360
Staff Leave	15,408	0	0	0	15,408	15,408	443	0	0	15,851
Strategic Planning	20,795	0	0	(20,000)	795	20,795	581	0	0	21,376
Waste Management	1,099,481	0	138,206	(200,000)	1,037,687	1,099,481	30,749	0	0	1,130,230
History Book Reprint	10,848	0	450	0	11,298	10,848	303	0	0	11,151
Risk & Insurance	9,601	0	0	0	9,601	9,601	268	0	0	9,869
Drakesbrook Cemetery	75,561	0	0	(35,000)	40,561	75,561	2,113	0	0	77,674
Total	2,290,330	0	193,538	(383,000)	2,100,868	2,290,330	64,073	0	0	2,354,403

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 7: Capital Disposals and Acquisitions

Profit(Loss) of Asset Disposal				Disposals		Current Budget		
Account	WDV	Proceeds	(Loss)			Budget	Actual	Variance
	\$	\$	\$	Prog	\$	\$	\$	
5204	0	0	0	CA	Officer vehicle	35,000	0	(35,000) ▼
0574	0	0	0	Gov	Officer vehicle	53,000	0	(53,000) ▼
0924	0	0	0	L,O & PS	Ranger vehicle	67,916	0	(67,916) ▼
0924	0	0	0	L,O & PS	Ranger vehicle	55,000	0	(55,000) ▼
0924	0	0	0	L,O & PS	ATV - Volunteer rangers	18,000	0	(18,000) ▼
7154	26,061	21,818	(4,243)	R & C	Officer vehicle	34,000	35,724	1,724 ▲
3534	20,905	30,442	9,537	Trans	Officer vehicle	44,976	44,976	0
3554	0	0	0	Trans	Tandem tip truck	266,000	0	(266,000) ▼
3554	0	0	0	Trans	Mower	20,000	0	(20,000) ▼
3554	15,728	28,273	12,545	Trans	Mazda BT-TO Ute (P0036)	40,000	45,548	5,548 ▲
3554	0	0	0	Trans	Holden Colorado Single Cab (P0112)	42,000	0	(42,000) ▼
3554	0	0	0	Trans	Holden Colorado Single Cab (P0107)	38,987	38,987	0
3554	16,380	14,545	(1,835)	Trans	Holden Colorado Single Cab (P0113)	40,000	37,055	(2,945) ▼
	79,074	95,078	16,004		TOTALS	754,879	202,290	(552,589)

Contributions Information				Summary Acquisitions		Current Budget		
Grants	Reserve	Borrow	Total			Budget	Actual	Variance
\$	\$	\$	\$		\$	\$	\$	
					Property, Plant & Equipment			
677,549	0	0	677,549		Land and Buildings	811,149	941,701	130,552 ▲
0	313,000	0	313,000		Plant & Equipment	998,879	381,240	(617,639) ▼
0	0	0	0		Furniture & Equipment	38,500	21,245	(17,255) ▼
					Infrastructure			
1,548,001	0	0	1,548,001		Roadworks	2,282,898	1,716,137	(566,761) ▼
4,852,921	0	450,000	5,302,921		Other Infrastructure	5,564,219	3,835,066	(1,729,153) ▼
7,078,471	313,000	450,000	7,841,471		Totals	9,695,645	6,895,388	(2,800,257)

Contributions				Land & Buildings		Current Budget		
Grants/Cont	Reserve	Borrow	Total			Budget	Actual	Variance
\$	\$	\$	\$	Prog	Description	\$	\$	\$
0	0	0	0	CA	Preston Beach ablution plumbing work	25,000	0	(25,000) ▼
139,346	0	0	139,346	CA	DPIRD building renovations & redesign	139,346	707,202	567,856 ▲
0	0	0	0	E & W	Senior Citizens fascia and gutters	25,000	20,801	(4,199) ▼
357,170	0	0	357,170	Gov	Administration Office - disability access	357,170	18,200	(338,970) ▼
0	0	0	0	Health	Community Resource Centre - Roof repairs	12,000	9,702	(2,298) ▼
181,033	0	0	181,033	L,O & PS	Preston Beach Bush Fire Brigade Shed	221,033	175,010	(46,023) ▼
0	0	0	0	R & C	Waroona Public Library - Roof repairs	0	0	0
0	0	0	0	R & C	Roof Repairs at the Rec Centre	31,600	10,786	(20,814) ▼
0	0	100,000	100,000	O,P & S	Land development - Preston Beach	100,000	0	(100,000) ▼
677,549	0	0	677,549		Totals	811,149	941,701	130,552

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 7: Capital Disposals and Acquisitions

Contributions				Plant & Equipment		Current Budget		
Grants	Reserve	Borrow	Total			This Year		
						Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	Prog	Description	\$	\$	\$
0	200,000	0	200,000	CA	Refuse Site CAT Compactor	200,000	172,960	(27,040) ▼
0	0	0	0	CA	New vehicle - Parks & Gardens	20,000	0	(20,000) ▼
0	0	0	0	E & W	Replace MCCA vehicle	35,000	0	(35,000) ▼
0	0	0	0	Gov	Replace DCCA vehicle	53,000	0	(53,000) ▼
0	0	0	0	L,O & PS	Replace ranger vehicles	140,916	0	(140,916) ▼
0	0	0	0	R & C	Replace MRS vehicle	34,000	35,724	1,724 ▲
0	0	0	0	Trans	Replace MWWS vehicle	44,976	44,976	(0) ▼
0	113,000	0	113,000	Trans	Plant Replacement inc Tip Truck	446,987	121,590	(325,397) ▼
0	0	0	0	Trans	Minor tools & equipment	24,000	5,990	(18,010) ▼
0	313,000	0	313,000		Totals	998,879	381,240	(617,639)

Contributions				Furniture & Equipment		Current Budget		
Grants	Reserves	Borrow	Total			This Year		
						Budget	Actual	Variance (Under)Over
\$	\$	\$	\$	Prog	Description	\$	\$	\$
0	0	0	0	Health	Waroona Community Centre - Airconditioner	18,500	0	(18,500) ▼
0	0	0	0	L,O & PS	Drakesbrook Weir CCTV	20,000	21,245	1,245 ▲
0	0	0	0		Totals	38,500	21,245	(17,255)

Contributions				Infrastructure - Roads		Current Budget		
Grants	Reserves	Borrow	Total			This Year		
						Budget	Actual	Variance (Under)Over
\$	\$	\$	\$			\$	\$	\$
255,768	0	0	255,768	Trans	Roads to Recovery	278,964	203,028	75,936 ▼
1,292,233	0	0	1,292,233	Trans	Roads Works Total Construction	2,003,934	1,513,108	490,826 ▼
1,548,001	0	0	1,548,001		Totals	2,282,898	1,716,137	566,761

Contributions				Other Infrastructure		Current Budget		
Grants	Reserve	Borrow	Total			This Year		
						Budget	Actual	Variance (Under)Over
\$	\$	\$	\$			\$	\$	\$
0	0	0	0	CA	Transfer station construction	20,000	0	(20,000) ▼
0	0	0	0	CA	Townsite drainage works	90,000	29,369	(60,631) ▼
0	0	0	0	CA	Drakesbrook Cemetery upgrade	35,000	34,680	(320) ▼
4,164,401	0	450,000	4,614,401	Econ Ser	Waroona Community Precinct	4,614,401	3,365,272	(1,249,129) ▼
30,000	0	0	30,000	L,O & PS	Digital Fire Rating sign	32,898	0	(32,898) ▼
0	0	0	0	R & C	Centennial Park replace leach drains	8,000	0	(8,000) ▼
14,000	0	0	14,000	R & C	Waroona Bowling Club remedial works	30,400	30,400	0
644,520	0	0	644,520	R & C	Weir / Boardwalk / Lake Clifton Reserve	657,520	301,289	(356,231) ▼
0	0	0	0	Trans	Footpath upgrades	76,000	74,056	(1,944) ▼
4,852,921	0	450,000	5,302,921		Totals	5,564,219	3,835,066	(1,729,153)

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 8: Grants, subsidies and contributions

NOTE 8a: Operating grants subsidies and contributions

Name of Grant	Provider	Liability at 1 July 2023	Increase in liability	Spent Funds	Current Contract Asset/Liability	Annual Budget	Budget variations	YTD Revenue Actual	Remaining expected funds
		\$	\$	\$	\$	\$	\$	\$	\$
Australia Day celebrations	Australia Day Council	0	0	0	0	10,000	0	0	10,000
Ebb & Flow	Ebb & Flo	0	2,750	0	2,750	0	0	2,750	0
Emergency Services Dinner	Volunteering WA	0	0	0	0	1,000	0	0	1,000
Emergency Services Levy	Dept Fire & Emer Services	0	46,976	(84,389)	(37,413)				
E-Waste Infrastructure	Dept Water & Environ	0	17,000	(16,171)	829	17,000	0	17,000	0
Meerilinga Childrens Week	Meerilinga	0	500	(500)	0	0	0	500	0
Mitigation Activity Fund 23/24 Round 1	Dept Fire & Emer Services	0	36,220	(36,220)	0	36,220	0	36,220	0
Mitigation Activity Fund 23/24 Round 2	Dept Fire & Emer Services	0	9,000	0	9,000	18,000	0	9,000	9,000
NAIDOC Week	Dept Prime Min & Cab	0	0	0	0	2,000	0	0	2,000
Place management partnership 2022	Alcoa of Australia	8,210	0	(450)	7,760	8,210	0	7,760	0
Seniors Week	Seniors WA	0	1,000	(916)	84	0	0	1,000	0
Thank a Volunteer Breakfast	Dept of Communities	0	1,000	0	1,000	0	0	1,000	0
Waroona Connect 2021	Alcoa of Australia	215	0	(215)	(0)	215	0	215	0
Waroona Connect 2022	Alcoa of Australia	10,000	0	(1,462)	8,538	10,000	0	10,000	0
Waroona Connect 2023	Alcoa of Australia	10,000	0	0	10,000	10,000	0	10,000	0
Waroona Local Drug Action Team grant	Alcohol & Drug Foundation	3,478	0	(3,478)	(0)	3,478	0	3,478	0
Waroona Local Drug Action Team grant	Alcohol & Drug Foundation	0	7,210	(238)	6,972	7,210	0	7,210	0
Youth Week	Volunteering WA	0	3,000	0	3,000	3,000	0	3,000	0
Total		31,903	12,210	(6,760)	12,518	126,333	0	109,133	22,000

NOTE 8b: Capital grants subsidies and contributions

Name of Grant	Provider	Liability at 1 July 2023	Increase in liability	Spent Funds	Current Contract Asset/Liability	Adopted budget revenue	Budget variations	YTD Revenue Actual	Remaining expected funds
		\$	\$	\$	\$	\$	\$	\$	\$
Digital fire danger rating sign	Alcoa of Australia	2,898	0	0	2,898	0	0	2,898	0
Digital fire danger rating sign	Dept Fire & Emer Ser	0	0	0	0	30,000	0	0	30,000
Drakesbrook Weir revelopment	Dept Primary Ind	144,520	325,000	(300,570)	168,950	494,520	0	144,520	50,000
Lakes Trail Stage 5 Corridor Planning	Dept LG, Sport & Cult	25,000	0	0	25,000	25,000	0	25,000	0
LRCI Phase 3	Dept Infrastructure	57,496	0	(34,440)	23,056	202,169	0	57,496	144,673
LRCI Phase 4	Dept Infrastructure	0	273,749	(149,869)	123,880	456,247	0	123,880	182,498
Pinjarra Community Grant - BF Brigades	Bendigo Bank	5,500	0	(3,633)	1,867	5,500	0	1,867	0
Preston Beach Boardwalk	Dept Primary Ind	100,000	0	0	100,000	100,000	0	100,000	0
Preston Beach Bush Fire Brigade Shed	Dept Fire & Emer Ser	0	0	(70,011)	(70,011)	181,033	0	0	181,033
RRG - Johnston Road	Main Roads	0	200,000	(250,000)	(50,000)		0	200,000	50,000
RRG - Coronation Road	Main Roads	0	33,012	(29,421)	3,591		0	33,012	0
RRG - Nanga Brook Road	Main Roads	0	80,000	(100,000)	(20,000)	1,178,333	0	80,000	20,000
RRG - Somers Road	Main Roads	0	110,000	(63,141)	46,859		0	110,000	165,000
RRG - Preston Beach Road	Main Roads	0	400,000	(500,000)	(100,000)		0	400,000	100,000
Roads to Recovery	Dept Infrastructure	0	0	0	0	255,768	0	0	255,768
Waroona Community Precinct	AWSF	0	0	0	0	267,871	0	0	267,871
Waroona Community Precinct	BBRF	71,663	0	(878,576)	(806,913)	878,576	0	71,663	806,913
Waroona Community Precinct	CSRFF	62,142	186,428	(248,570)	0	248,570	0	248,570	0
Waroona Community Precinct	Lions/AWSF/Youth Club	0	80,269	(59,700)	20,569	80,268	0	80,269	0
Waroona Community Precinct	Lotterywest	5,292	0	(5,292)	0	5,292	0	5,292	(0)
Waroona Community Precinct	WA State Govt	205,194	2,420,000	(2,173,134)	452,059	2,625,194	0	2,625,194	(0)
Total		679,705	4,108,458	(4,866,357)	(78,194)	7,034,341	0		2,253,756
Total contract asset					(1,084,337)				
Total contract liability					1,018,662				

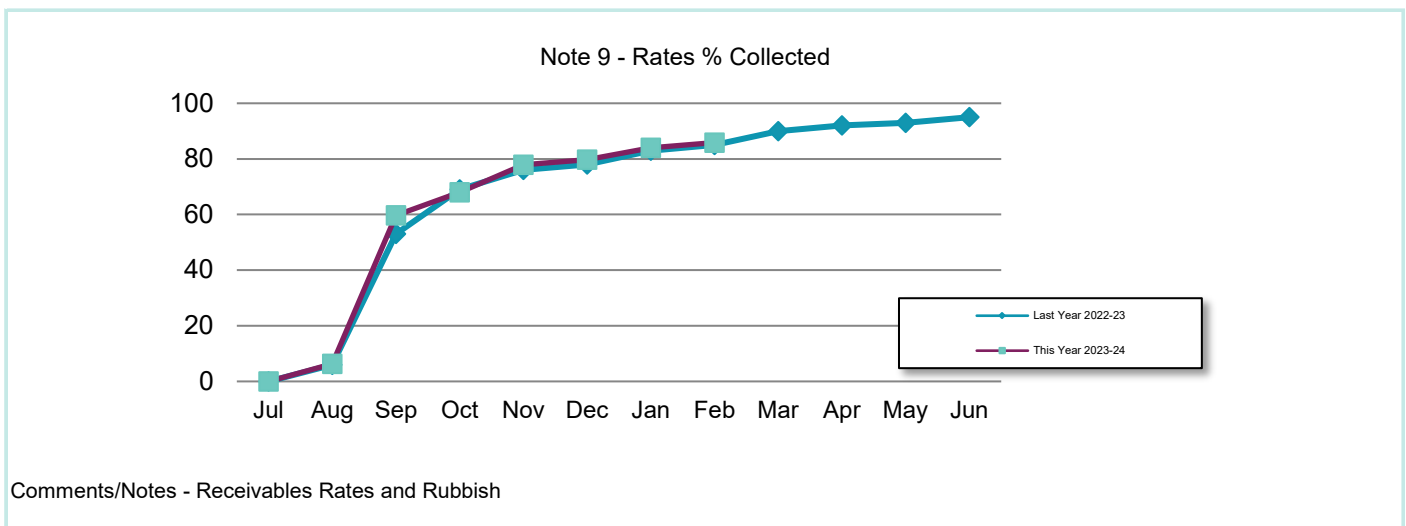
SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

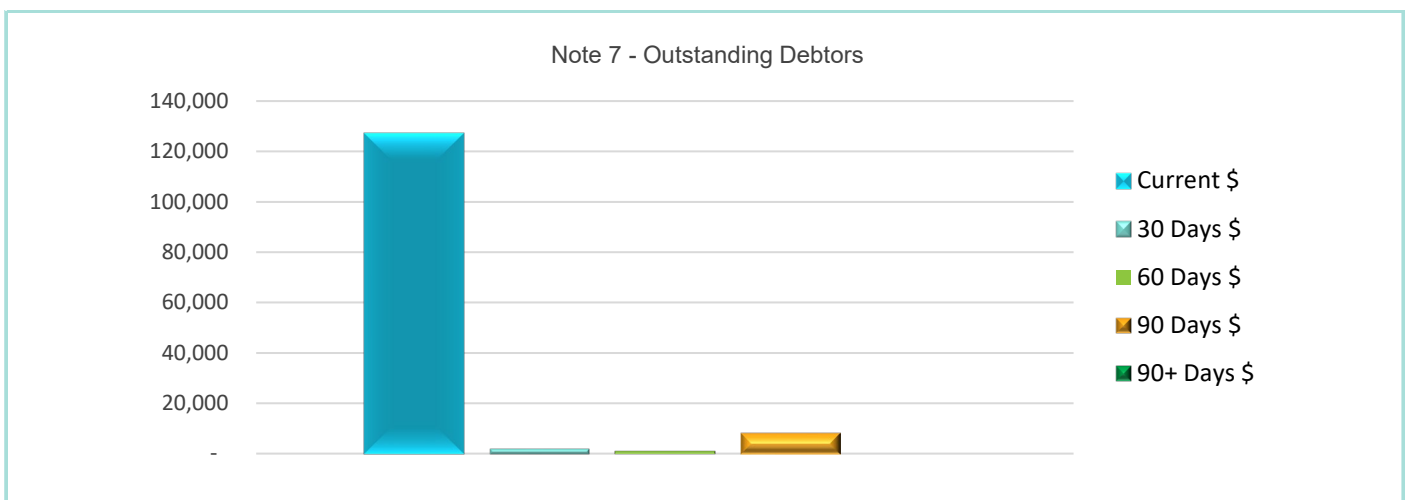
NOTE 9: Receivables

Receivables - Rates & Rubbish	Current 2023-24	Previous 2022-23
	\$	\$
Opening Arrears Previous Years	144,129	168,026
Rates, Service Charges & Waste Levy this year	6,847,217	6,250,611
Less Collections to date	(6,003,743)	(6,106,482)
Equals Current Outstanding	843,474	144,129
Net Rates Collectable	843,474	144,129
% Collected	85.87%	95.14%



Receivables - General	Current	30 Days	60 Days	90 Days	90+ Days
	\$	\$	\$	\$	\$
Aged Trial Balance	127,264	1,964	916	8,281	-
Total Outstanding	138,425				

Amounts show above include GST (where applicable).



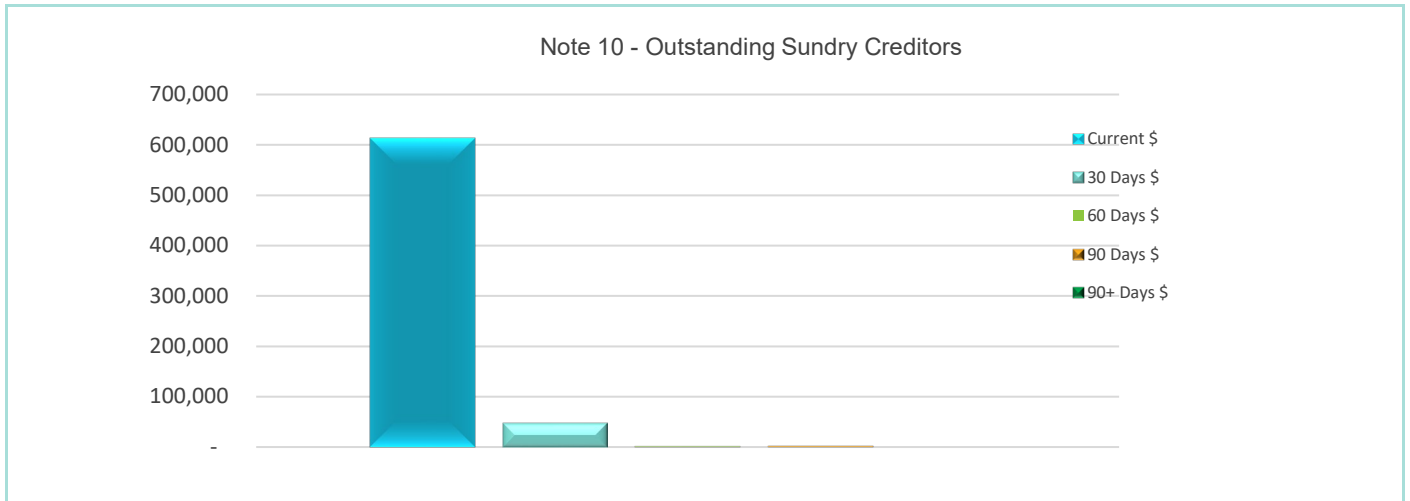


FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 10: Payables

Sundry Creditors	Current	30 Days	60 Days	90 Days	90+ Days
	\$	\$	\$	\$	\$
Aged Trial Balance	613,142	47,218	1,060	1,263	-
Total Outstanding	662,683				

Amounts show above include GST (where applicable).



SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 11: Rating Information

Rate Type	Basis of valuation	Rate in	Number of Properties	2023/24 Actual Rateable Value	2023/24 Actual Rate Revenue	2023/24 Actual Interim Rates	2023/24 Actual Total Revenue	2023/24 Budget Rate Revenue	2023/24 Budget Interim Rate	2023/24 Budget Total Revenue	2022/23 Actual Total Revenue
		\$	\$	\$	\$	\$	\$	\$		\$	\$
General rates											
Gross rental valuation	Gross rental value	10.4568	1,495	26,070,797	2,726,171	\$28,763	2,754,934	2,726,171	0	2,726,171	2,661,193
Unimproved valuation	General farming	0.6942	572	251,103,000	1,743,157	-\$4,242	1,738,915	1,743,157	0	1,743,157	1,898,364
Unimproved valuation	Intensive agriculture		4	3,818,000	39,757	\$0	39,757	39,757	0	39,757	0
Unimproved valuation	Industry and mining		4	27,797,000	385,906	-\$38,090	347,816	385,906	0	385,906	0
Total general rates			2,075	308,788,797	4,894,990	-\$13,569	4,881,422	4,894,991	0	4,894,991	4,559,557
Minimum payment											
Gross rental valuation	Gross rental value	1,280	599	4,452,386	766,720	\$850	767,570	766,720	0	766,720	699,870
Unimproved valuation	Unimproved value	1,280	118	13,368,619	151,040	\$0	151,040	151,040	0	151,040	134,070
Total general rates			717	17,821,005	917,760	\$850	918,610	917,760	0	917,760	833,940
Total rates			2,792	326,609,802	5,812,750	-\$12,719	5,800,032	5,812,751	0	5,812,751	5,393,497

FOR THE PERIOD ENDED 29 FEBRUARY 2024

Note 12: Information on Borrowings**(a) Debenture Repayments**

Loan Details	Loan No.	Principal 1-Jul-23	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$
117	Basketball Stadium	18,564	0	0	(9,132)	(18,564)	9,432	0	(601)	(906)
120	Rec Centre Upgrade	23,659	0	0	(11,716)	(23,659)	11,943	0	(463)	(696)
121	Memorial Hall Upgrade	61,414	0	0	(15,016)	(30,254)	46,398	31,160	(463)	(1,601)
122	Town Centre Park Land Purchase	588,515	0	0	(14,641)	(29,400)	573,874	559,115	(4,698)	(9,280)
123	Waroona Community Precinct Development	436,356	0	0	(10,725)	(14,322)	425,631	422,034	(7,074)	(21,277)
124	Town Centre Land Purchase 26 & 28 Fouracre Street	533,325	0	0	(8,646)	(17,505)	524,679	515,820	(13,109)	(26,005)
125	Preston Beach Land Development	0	0	100,000	0	0	0	100,000	0	0
TOTAL		1,661,833	0	100,000	(69,876)	(133,704)	1,591,957	1,628,129	(26,408)	(59,765)

All debenture repayments were financed by general purpose revenue.

(b) Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 30 June 2022	Borrowed During the Year	Expended During the Year	Unspent Balance 30 June 2023
Loan 123 - Waroona Community Precinct		0	450,000	0	450,000
TOTAL		0	450,000	0	450,000

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 13: Budget Amendments

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

GL Account Code	Description	Council Resolution	Classification	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$
	Difference between Budget Surplus and Actual Surplus			2,866,604	2,866,604	0
GL 0011	Reduce rates income due to group rating amendments	OCM 24/02/016	Operating Revenue		(12,000)	(12,000)
GL 0091	Increase in untied Federal Assistance Grants	OCM 24/02/016	Operating Revenue	46,521		34,521
GL 1193	Novated Lease reimbursement - Increase income for novated lease exp	OCM 24/02/016	Operating Revenue	16,000		50,521
GL 3113	Increase in grant income for Anzac Day	OCM 24/02/016	Operating Revenue	9,398		59,919
GL 2253	Increase income from development applications	OCM 24/02/016	Operating Revenue	20,015		79,934
GL 2293	Increase income from development assessment review panel	OCM 24/02/016	Operating Revenue	7,985		87,919
GL 2342	Reduction in expenses for cleaner wages - outsourced to contractor	OCM 24/02/016	Operating Expenses	5,800		93,719
GL 0332	Reduction in expenses for cleaner wages - outsourced to contractor	OCM 24/02/016	Operating Expenses	4,000		97,719
GL 2822	Reduction in expenses for cleaner wages - outsourced to contractor	OCM 24/02/016	Operating Expenses	2,300		100,019
GL 0132	Reduction in election expenses	OCM 24/02/016	Operating Expenses	3,500		103,519
GL 0172	Increase in expenditure to marketing account	OCM 24/02/016	Operating Expenses		(2,400)	101,119
GL 0332	Increase in expenditure for contract cleaning costs	OCM 24/02/016	Operating Expenses		(6,300)	94,819
GL 0382	Reduction in expenses for advertising in Government Gazette	OCM 24/02/016	Operating Expenses	18,000		112,819
GL 0672	Reduction in expenses for Emergency Management Training	OCM 24/02/016	Operating Expenses	1,500		114,319
GL 0692	Reduction in expenses for Emergency Management Committee	OCM 24/02/016	Operating Expenses	200		114,519
GL 1052	Reduction in expenses for building asset maintenance - CRC	OCM 24/02/016	Operating Expenses	4,000		118,519
GL 1062	Increase in cleaners expenses for leave coverage	OCM 24/02/016	Operating Expenses		(6,840)	111,679
GL 1192	Increase expenditure for novated lease (fully recoverable)	OCM 24/02/016	Operating Expenses		(16,000)	95,679
GL 1402	Reduction in expenditure for building asset maintenance - Arts & Crafts Centre	OCM 24/02/016	Operating Expenses	2,000		97,679
GL 1412	Reduction in expenditure for building asset maintenance - Playgroup	OCM 24/02/016	Operating Expenses	1,500		99,179
GL 1622	Reduction in expenditure for building asset maintenance - Senior Citizens	OCM 24/02/016	Operating Expenses	2,000		101,179
GL 1702	Reduction in expenditure for building asset maintenance - Eastcott St	OCM 24/02/016	Operating Expenses	2,000		103,179
GL 1912	Reduction in expenditure on engineering designs (Sanitation)	OCM 24/02/016	Operating Expenses	6,610		109,789
GL 1922	Increase in expenditure (Sanitation)	OCM 24/02/016	Operating Expenses		(6,610)	103,179
GL 2052	Increase in expenditure - Removal of whale carcass and beach mtce (C005)	OCM 24/02/016	Operating Expenses		(43,000)	60,179
GL 2322	Increase in expenditure - Railside Park ablutions (PA07)	OCM 24/02/016	Operating Expenses		(4,000)	56,179
GL 2342	Increase in expenditure - Contract cleaner costs	OCM 24/02/016	Operating Expenses		(5,800)	50,379
GL 2392	Increase in expenditure for legal fees	OCM 24/02/016	Operating Expenses		(28,000)	22,379
GL 2322	Increase in expenditure for building asset mtce - Centennial Park Ablutions (PA03)	OCM 24/02/016	Operating Expenses		(2,010)	20,369
GL 2322	Increase in expenditure for building asset mtce - Cricket Club Ablutions (PA05)	OCM 24/02/016	Operating Expenses		(2,590)	17,779
GL 2322	Increase in expenditure for building asset mtce - Drakesbrook Weir Ablutions (PA04)	OCM 24/02/016	Operating Expenses		(16,830)	949
GL 2322	Increase in expenditure for building asset mtce - Preston Beach Ablutions (PA02)	OCM 24/02/016	Operating Expenses		(7,130)	(6,181)
GL 2422	Reduction in expenditure building asset mtce - Memorial Hall (HL01)	OCM 24/02/016	Operating Expenses	11,000		4,819
GL 2422	Increase in expenditure for building asset mtce - Big Shed (HL07)	OCM 24/02/016	Operating Expenses		(1,506)	3,313

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 6: Budget Amendments - continued

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

GL Account Code	Description	Council Resolution	Classification	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$
GL 2792	Increase in expenditure for building asset mtce - Preston Beach Golf Club (BM19)	OCM 24/02/016	Operating Expenses		(3,000)	313
GL 2792	Increase in expenditure for building asset mtce - Youth Building (BM17)	OCM 24/02/016	Operating Expenses		(3,000)	(2,687)
GL 2992	Increase postage costs due to State Library consortia postage costs	OCM 24/02/016	Operating Expenses		(1,800)	(4,487)
GL 3132	Reduction in expenditure for Reconciliation Action Plan	OCM 24/02/016	Operating Expenses	2,000		(2,487)
GL 3162	Reduction in expenditure for Australia Day Celebrations - Savings	OCM 24/02/016	Operating Expenses	11,000		8,513
GL 3362	Increase in expenditure due to receipt of grant funding - ANZAC Day	OCM 24/02/016	Operating Expenses		(9,398)	(885)
GL 3362	Reduction in expenditure due to grant funding - ANZAC Day	OCM 24/02/016	Operating Expenses	7,800		6,915
GL 3382	Reduction in expenditure - Roads maintenance (Z990)	OCM 24/02/016	Operating Expenses	41,259		48,174
GL 3712	Increase in expenditure due to water tank leaks - Town oval (OV11)	OCM 24/02/016	Operating Expenses		(10,000)	38,174
GL 5462	Reduction in expenditure - Recovery management	OCM 24/02/016	Operating Expenses	100		38,274
GL 5472	Reduction in expenditure - Volunteer promotions	OCM 24/02/016	Operating Expenses	200		38,474
GL 7412	Reduction in expenditure - Newsletter expenses	OCM 24/02/016	Operating Expenses	2,400		40,874
GL 7772	Increase in expenditure for consultancy fees - Business Cases	OCM 24/02/016	Operating Expenses		(46,000)	(5,126)
Various	Reduction in expenditure for purchase of Altus Records - Tfer to Reserve	OCM 24/02/016	Operating Expenses	16,470		11,344
GL 2042	Reduction in expenditure - Coast Swap Donation - Project no longer ongoing	OCM 24/02/016	Operating Expenses	1,500		12,844
GL 2582	Increase in expenditure - Peron Naturaliste Partnership	OCM 24/02/016	Operating Expenses		(3,050)	9,794
GL 3523	Increase in revenue - Extractive Industry Road contributions (T405)	OCM 24/02/016	Operating Expenses	80,000		89,794
GL 3275	Increase in revenue - additional approved funds	OCM 24/02/016	Operating Expenses	40,000		129,794
GL 0091	Increase in revenue - Federal Assistance Grants	OCM 24/02/016	Operating Expenses	24,881		154,675
GL 0765	Increase in revenue - Preston Beach Fire Brigade Shed	OCM 24/02/016	Capital Revenue	40,000		194,675
GL 0774	Increase in expenditure - Preston Beach Fire Brigade Shed	OCM 24/02/016	Capital Expenses		(40,000)	154,675
GL 1414	Reduction in expenditure - Senior Citizens roof repairs	OCM 24/02/016	Capital Expenses	16,000		170,675
GL 3024	Reduction in expenditure - Waroona Library roof repairs	OCM 24/02/016	Capital Expenses	25,000		195,675
GL 1044	Increase in expenditure - Waroona Playgroup roof repairs	OCM 24/02/016	Capital Expenses		(45,266)	150,409
GL 3514	Increase in expenditure - Emergency bridge repairs	OCM 24/02/016	Capital Expenses		(80,000)	70,409
GL 3184	Reduction in expenditure - Coronation Rd - Reallocate to alternate R2R project	OCM 24/02/016	Capital Expenses	24,016		94,425
GL 3184	Reduction in expenditure - Elliott St - Reallocate to alternate R2R project	OCM 24/02/016	Capital Expenses	10,038		104,463
GL 3184	Reduction in expenditure - Stacey Rise - Reallocate to alternate R2R project	OCM 24/02/016	Capital Expenses	15,290		119,753
GL 3184	Increase in expenditure - Mitchell Road	OCM 24/02/016	Capital Expenses		(9,360)	110,393
GL 3184	Increase in expenditure - Chalet Vale	OCM 24/02/016	Capital Expenses		(39,984)	70,409
GL 3204	Increase in expenditure - Johnston Rd - Additional income received	OCM 24/02/016	Capital Expenses		(40,000)	30,409
GL 3204	Increase in expenditure - Coronation Rd	OCM 24/02/016	Capital Expenses		(6,139)	24,270
GL 3204	Increase in expenditure - Preston Beach Rd	OCM 24/02/016	Capital Expenses		(5,400)	18,870
GL 3714	Increase in expenditure for remedial works - Waroona Bowling Club	OCM 24/02/016	Capital Expenses		(2,400)	16,470
GL 4794	Transfer to IT Reserve - Reallocate from budgeted purchase - Records	OCM 24/02/016	Reserve Transfer		(16,470)	0

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 14: Trust Fund

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

Description	Opening Balance	Amount	Amount	Closing Balance
	1-Jul-23	Received	Paid	29-Feb-24
ALCOA WAROONA SUSTAINABILITY	2,694,957	40,784	(781,129)	1,954,612
PUBLIC OPEN SPACE	130,890	1,872	0	132,762
EXTRACTIVE INDUSTRIES	18,130	259	0	18,389
COMMERCIAL BOND	14,330	205	0	14,535
TOTAL	2,858,307	43,120	(781,129)	2,120,298



Lease of Portion of 10 Henning Street, Waroona

Shire of Waroona

Waroona Playgroup Incorporated

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A. Details

Parties

Shire of Waroona

of 52 Hesse Street, (PO Box 20), Waroona, Western Australia 6215

Email Address: warshire@waroona.wa.gov.au

Phone: 9733 7800

(Lessor)

Lessee – Waroona Playgroup Incorporated

of 10 Henning Street, (2 Henning Street), Waroona, Western Australia 6215

Email: waroonaplaygroup@gmail.com

Primary Contact: President – Kellie Gray

(Lessee)

1. At the changeover of office-bearers, the Lessee is requested to notify the Lessor in writing of all current contact details.

B. Recitals

- (i) The Lessor has the care, control, and management of Portion of 10 Henning Street, (as outlined at Annexure 1), Waroona; and
- (ii) The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

C. Background

1. The Lessee is an incorporated Association registered with the Department of Mines, Industry Regulation and Safety as of 29 September 1989 (Reference A0824652W);
2. In summary the Council of the Lessor approved by Absolute Majority on <insert council approval date>:

That Council:

1. *enters into the proposed Lease Agreement with Waroona Playgroup Incorporated, for the lease of the identified premises on portion of 10 Henning Street, Waroona, as per Appendix <insert item appendix number>;*
2. *authorises the application of the Shire of Waroona Common Seal to the Lease Agreement; and*
3. *authorises the Shire President and Chief Executive Officer to sign and execute all matters relating to the Lease Agreement.*

D. Agreed Terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Administration Fee means the administration fee specified in **Item 5** of the Schedule 1;

Amounts Payable means the Rent, Administration Fee and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Building means the Waroona Playgroup building situated at Portion of 10 Henning Street, Waroona, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule 1;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

Emergency Equipment means fire extinguishers, fire blankets, smoke or fire alarms, sprinkler systems, illuminated exit signs or any other equipment installed during the Term for emergency response purposes;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule 1;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule 1;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

- (c) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (d) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 7** of Schedule 1;

Premises means that portion 10 Henning Street as described as Premises at **Item 1** of the Schedule 1;

Rent means the rent specified in **Item 5** of Schedule 1;

Rent Review Date means a date identified in **Item 6** of the Schedule 1;

Residential Rubbish Collection Service means the supply and weekly servicing of one (1) 240 litre general waste bin and the supply and fortnightly servicing of one (1) 240 litre recycle bin.

Schedule 1 means Schedule 1 to this Lease;

Term means the term of years specified in **Item 2** of Schedule 1 and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (1) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and

- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

The Lessor, leases to the Lessee the Premises for the Term, subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is the owner of the Land and subject to the performance and observance of the Lessee's Covenants, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and Other Payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule 1 on and from the Commencement Date clear of any deductions.

5.2 Administration Fee

To pay to the Lessor the Administration Fee in the manner set out at **Item 5** of the Schedule 1 on and from the Commencement Date clear of any deductions, if applicable.

5.3 Outgoings

- (1) To pay the utility provider direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) telephone, internet, electricity, gas bottles, and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection. Charges associated with the installation of essential infrastructure for the establishment of an internet connection at the premises may be negotiated with the lessor, in writing;
- (2) To pay to the Shire or to such person as the Shire may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) water consumption and excess water charges; and

- (b) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises; and
 - (c) alarm response activations and callout fees, if applicable; and
 - (d) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.2**. For the avoidance of doubt, the Parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (e) supply and servicing of additional 240 litre general waste and/or recycling bins, requested by the Lessee over and above the provided initial service. For the avoidance of doubt, refer to **subclause (3)**.
- (3) The Shire shall provide the following outgoings or charges:
- (a) local government services and other charges, including emergency services levy, water service charges and a single residential rubbish collection service (includes 1 weekly general waste and 1 fortnightly recycling collection);
 - (b) land tax and metropolitan regional improvement tax on a single ownership basis, if applicable;
 - (c) annual or periodic servicing of emergency equipment belonging to the Shire;
 - (d) alarm monitoring, if applicable;
 - (e) annual inspection and testing of Residual Current Devices (RCDs) in accordance with AS/NZS 3760; and

If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.4 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.5 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;

- (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.5** or any matter arising out of this Lease.

5.6 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

5.7 Lessor's Responsibility for Outgoings

The Lessor agrees to be responsible for the annual costs of water, drainage and sewerage rates and charges for disposal of stormwater associated with the Premises.

6. Rent Review

6.1 Rent to be Review by CPI

- a) The Rent will be reviewed on each anniversary date of the commencement of the Lease to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- b) The rent review will be based on CPI review on the dates specified in **Item 6** of Schedule 1.
- c) The CPI rent review will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the annual CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the annual CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

6.2 Rent will not decrease following Review

Notwithstanding the provisions in this clause, the Rent payable from any rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.3 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date, for which such review is made.

7. Insurance

7.1 Insurance to be effected by Lessee

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor in the joint names of the Lessor and the Lessee for their respective rights and interests in the Premises for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of Schedule 1 in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) content insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can

and does ordinarily insure in their full replacement value, and loss from theft or burglary;

- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (d) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Lessee Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** and **clause 7.2**.

7.5 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 7.1** and **clause 7.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.6 Report

Each Party must report to the other in writing, and in an emergency verbally, as promptly as practicable:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.7 Settlement of Claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.8 Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **clause 7.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

7.9 Lessee's Equipment and Possessions

- (1) The Lessee ACKNOWLEDGES it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property internal or external to the Premises. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.
- (2) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain all electrical devices, equipment and cords in good repair so as to prevent malfunction or electrical-related damage to the whole or part of the Premises.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the Premises in freehold.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,
 caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.1** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's Liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the owner of the Land;
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, Repair and Cleaning

10.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear or damage, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall;
 - (a) where maintaining, replacing, repairing or cleaning:
 - (i) any electrical fittings and fixtures;
 - (ii) any plumbing;
 - (iii) any air-conditioning fittings and fixtures; or
 - (iv) any gas fittings and fixtures,

in or on the Premises use only trades persons who hold appropriate and current insurance and appropriate licences and/or qualifications required to perform the works. All works must be performed in compliance with WHS legislative requirements, including those requirements contained in relevant Codes of Practice and Australian Standards.
 - (b) Provide written notice of intended building maintenance, replacement or repair to the Lessor, and receive permission from the Lessor in writing prior to engaging licenced tradespersons, where applicable, to carry out the work.
- (3) Where structural maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises is necessary, the Lessee shall ensure that any workers they engage to perform work on their behalf, comply with meeting duties and responsibilities imposed on them by WHS legislation in force.
- (4) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

10.4 Responsibility for Securing the Premises

(a) Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

(b) Installation of Security Systems

Where multiple lease agreements exist for the use of a single multi-use premises, the Lessor may install a monitored alarm at the Premises where deemed appropriate and:

- (i) pay for all costs associated with ongoing monitoring; and
- (ii) provide the Lessee with access keys or cards and alarm codes.

10.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

10.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings (if any) will remain the property of the Lessor and must not be removed from the Premises at any time.

10.7 Pest control

- (1) The Lessee must keep the Premises free of any household pests, including but not limited to, back ants and vermin, and the cost of extermination will be borne by the Lessee.
- (2) The Lessor must arrange for the Premises to be inspected annually for evidence of environmental pests including but not limited to, spiders and termites, and the cost of extermination will be borne by the Lessor.

10.8 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains, gutters and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing

any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.

- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

10.9 Property Condition Report

- (1) Prior to the commencement of the lease, the Lessor must inspect the premises and record the condition of the premises by completing the Entry Property Condition Report. The Lessor and Lessee are required to accept the Entry Property Condition Report before the Lessee can occupy the premises.
- (2) The Entry Property Condition Report is an important record of the condition of the premises when the lease/licence begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the lease/licence if there is a dispute, particularly about any damage to the premises.
- (3) The Lessor must complete a Periodic Property Condition Report every six (6) months.
- (4) As soon as practicable, and in any event within 14 days after the termination of the lease/licence agreement, the Lessor must complete an Exit Property Condition Report, indicating the condition of the premises at the end of the lease/licence. This should be done in the presence of the Lessee, unless the Lessee has been given a reasonable opportunity to be present and has not attended the inspection.

10.10 Maintenance Completed Record

Every twelve (12) months from the Commencement Date, the Lessee must provide the Lessor with a record of all maintenance, repairs and upgrades completed in the year.

10.11 Annual Maintenance Plan

By 30th November each year, the Lessee shall submit to the Lessor an assessed condition report and a "Forward Plan for Building Maintenance" with regard to proposed works over the forthcoming twelve (12) months to keep the demised premises in an acceptable state such that the building's condition does not diminish below the standard of that which was applicable at the commencement of the Lease Agreement.

11. Use

The Lessee hereby covenants with the Lessor to use and suffer to be used the demised premises for the permitted purpose as specified in **Item 7** of Schedule 1, including functions and events, or other uses included in **clause 12** on a casual basis.

11.1 Restrictions on use

- (1) Generally

The Lessee must not and must not suffer or permit a person to:

 - (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
 - (b) use the Premises for any purpose which is not permitted under any statute, local or town planning scheme, local law, act, statute or any law relating to health.
- (2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises that a visible from any public place or any other land, without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(10) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or

display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11.5**.

12. Casual Hire of Premises

12.1 Casual Hire of Premises Permitted

- (1) The Lessee may hire the Premises or any part thereof to any person or entity (**Hirer**), on a casual basis provided that:
 - (a) the Lessee requires that the Hirer complies with the terms of this Lease;
 - (b) the Lessee obtains the prior written consent of the Lessor for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion;
 - (c) such use is consistent with the Permitted Purpose;
 - (d) the hire arrangement would not reasonably be expected to result in a breach of any term of this Lease; and
 - (e) the hire arrangement between the Hirer and the Lessee is not for a period of longer than 24 hours cumulatively in any calendar month, and the hire arrangement does not constitute a transfer, assignment or sub-lease of this Lease.

12.2 Lessee remains responsible

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

12.3 Lessee to retain Hire Fee

The Lessor agrees that the Lessee may retain the benefit of funds or other considerations raised by or derived from the hire of the Premises.

12.4 Casual Hire of Premises by Lessor

The Lessee agrees that the Lessor is entitled to hire the Premises or any part thereof on a casual basis at any time, and that this hire will be honoured above any existing hire arrangements if required.

The Lessee agrees that the Lessor is not required to pay any fees to hire the Premises.

13. Alcohol

13.1 Sale of Alcohol

The Lessee COVENANTS AND AGREES not to sell or supply alcohol (liquor) from the Premises or allow alcohol to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written law that may be in force from time to time.

13.2 Minimise Nuisance to Neighbours

- (1) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding premises, particularly during and following social events at the Premises.
- (2) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

14. Alterations

14.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a) from the Lessor;
 - (b) from any other person from whom consent is required under this Lease; and
 - (c) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;

make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises.

14.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 14.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 14.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

14.3 Cost of Works

All works undertaken under this **clause 14** will be carried out at the Lessee's expense.

14.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

14.5 Keys and Access

- (1) The Premises is to be fitted with locks based on the Lessor's master key security system, at the Lessor's cost.
- (2) The Lessor will allow the Lessee to hold a maximum of 5 sets of keys for the Premises based on the agreed lock hierarchy.
- (3) The Lessee shall provide in writing at the commencement of this lease and upon change of key-holders, notice of all sets of keys to the premises currently in the possession of the Lessee. Such notice shall list specific key numbers and full name of associated key-holders.
- (4) The Premises' locks must not be changed, without the prior approval of the Lessor.
- (5) Any additional or replacement keys or locks required shall be provided by the Shire, at the Lessee's cost.

15. Lessor's Right of Entry

15.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto or into the Premises without notice in the case of an emergency, and otherwise upon reasonable notice,

- (a) at all reasonable times;
 - (i) with or without workmen and others; and
 - (ii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and,
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 15.1** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

15.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 15.1** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

16. Exclusive Rights to Buildings

Where the leased premises is a multi-function, purpose-built community facility, exclusive rights shall be removed from the Lessee. In such circumstances, availability of vacant areas or rooms within the facility can be made available to other community groups under a separate Lease/licence. Access by other non-for-profit community groups may be granted access and use, on written approval from the Lessor (lease/licence). See **Item 9** in schedule.

Under certain circumstances where another community group wishes to utilise the building for the purposes that the demised premise is permitted for, the lessee is under the obligation to hire out the premise to the community group for no more than what council has set in its adopted fees and charges fees for the premise hire. If there is no hire fees for that particular facility a premise of similar size and functionality will be used.

17. Statutory Obligations and Notices

17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 11**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 16.1**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

19.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the association is wound up whether voluntarily or otherwise;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the

Associations Incorporation Act 2015 altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;

- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 18.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 21**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

19.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.4 Acceptance of Amount Payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **26** (Assignment, Subletting and Charging) and **32** (Goods and Services Tax), is an essential term of this Lease but this **clause 19.5** does not mean or imply that there are no other essential terms in this Lease.

19.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 18.6** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 18.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or Destruction of Premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

20.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to Renew

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:

- (i) the payment of Amounts Payable; or
- (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease, as reviewed, other than this **clause 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

23. Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the Premises

24.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

24.2 Clause 23.1 to survive termination

The Lessee's obligation under **clause 23.1** will survive termination.

25. Removal of Property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written

consent of the Lessor and the Minister for Lands, any other persons whose consent is required under the terms of this Lease or at law.

26.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
 to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

26.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

26.4 Property Law Act 1969

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

26.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or Sub-letting proceeds.

26.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

27. Disputes

27.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to

by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 26.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the President of the Lessee for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 26.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid

28. Prior Notice of Proposal to Change Rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

29. Provision of Information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

30. Right to Terminate upon Notice

(1) Notwithstanding any other provision of this Lease, the Parties AGREE that either Party may terminate this Lease for any reason upon four months written Notice to the other Party. Either party will not owe the other party (recompense). Any forward future planned events committed to within a six month timeframe will be honored (past the date of termination).

(2) If this Lease is terminated in accordance with this clause, **clause 24** will apply.

31. Caveat

31.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Titles for the Land described in Item 1 of the Schedule 1, to protect the interests of the Lessee under this Lease.

31.2 Lessor's CEO as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

31.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

31.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

32. Goods and Services Tax

32.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the **Lessor** under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST means** a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply means** a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

32.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 32.1(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

32.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 32.2 (2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

32.3 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

32.4 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

32.5 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

32.6 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

33. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

34. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule 1 are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

35. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

36. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

37. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

38. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

39. Notice

39.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

39.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Clause A**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **Clause A**, on the second business day following the date of posting of the Notice.

39.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

40. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

41. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law.

42. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

43. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

44. Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

45. Waiver**45.1 No general waiver**

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

45.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule 1

Item 1 – Land and Premises

Land

The portion of 10 Henning Street, Waroona, Certificate of Title Volume 2841/999, (Lot 42 on Deposited Plan 72375) Folio 1, identified and outlined in red on the plan annexed hereto at **Annexure 1**.

Premises

The whole of the Premises as identified, together with all buildings, structures, alterations, additions, and improvements on the Land or erected on the Land during the Term, as identified, and outlined in red on the plan annexed hereto at **Annexure 1**.

Item 2 – Term

5 years commencing on 1 April 2024 and expiring on 31 March 2029.

Item 3 – Further Term

At the finalisation of the above term, a further 5-year term may be agreed upon.

Item 4 – Commencement Date

1 April 2024

Item 5 – Rent and Administration Fee

Rent

One hundred and ten dollars (\$110) including GST per annum, as of 1 April 2024, payable in advance. Rent is subject to an annual CPI review.

Please note that this fee may be subject to increases as set out in the Shire's annual budget as per **clause 6**.

Administration Fee

No Administration Fee is applicable.

Item 6 – Rent Review Dates

On each anniversary of the Commencement Date.

Item 7 – Permitted Purpose

Community playgroup activities and directly associated purposes.

Item 8 – Public liability Insurance

Ten million dollars (\$10,000,000.00).

Item 9 – Exclusive Rights to Buildings

The Lessee holds exclusive rights to the Premises under certain circumstance. Refer to **Clause 16**.

Item 10 - Additional Terms and Covenants

The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to, at its own cost prepare and maintain an emergency evacuation plan for the Premises.

Schedule 2

This Schedule highlights the key responsibilities for the Lessors and Lessees, however, is not an exhaustive list. The Lease should be examined in its entirety to identify a complete list of responsibilities. Any items not addressed in the Lease will be determined through consultation between the Lessor and Lessee.

Summary of Lessor's Key Responsibilities

The Lessor shall be responsible for:

- local government services and other charges, including emergency services levy, water service charges and a single residential rubbish collection service (includes 1 weekly general waste and 1 fortnightly recycling collection), as per **clause 5.3(3)(a)**.
- Land tax and metropolitan regional improvement tax on a single ownership basis, if applicable as per **clause 5.3(3)(b)**.
- Annual or periodic servicing of emergency equipment belonging to the Lessor as per **clause 5.3(3)(c)**.
- Annual inspection and testing of Residual Current Devices (RCDs) as per **clause 5.3(3)(e)**
- Building insurance as per **clause 7.2**.
- Maintenance and repair or replacement as per **clause 10.1** and **clause 10.3** including:
 - structural e.g. building structure, floors, walls, roof except where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees);
 - electrical services e.g. electrical wiring and circuits except where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees); and
 - plumbing services e.g. water leaks except where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees).
 - scheduled painting of internal walls (painting completed outside of the Shire maintenance schedule will be the responsibility of the Lessee);
- Environmental pest inspections and control as per **clause 10.7(2)**.
- Maintenance and repair or replacement of waste pipes, drains, gutters and conduits as per **clause 10.8** except where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees).
- Provision of keys to the Premises as per **clause 14.5**.

Summary of Lessee's Key Responsibilities


The Lessee shall be responsible for:

- Written notification of all current Lessee contact details, following the changeover of office-bearers as per **Section A**.
- Payment of Rent as per **Item 5** of Schedule 1.
- Payment of Administration Fee as per **Item 5** of Schedule 1 – *Not applicable*.
- Water consumption and excess water charges as per **clause 5.3(1)(a)**, *if applicable*.
- telephone, internet, electricity, gas bottles, and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection as per **clause 5.3(1)(a)**, *if applicable*.
Charges associated with the installation of essential infrastructure for the establishment of an internet connection at the premises may be negotiated with the lessor, in writing.
- Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises as per **clause 5.3(2)(b)**.
- Public liability insurance for a sum not less than the sum set out at **Item 8** of Schedule 1 as per **clause 7.1(a)**.
- Contents insurance to cover the Lessee's fixtures, fittings, equipment and stock as per **clause 7.1(b)**.
- Any other policy of insurance which the Shire may reasonably require or specify from time to time as per **clause 7.1(d)**.
- Maintenance and repair or replacement as per **clause 10.1** and **clause 10.3** including:
 - structural e.g. building structure, floors, walls, roof where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees);
 - electrical services e.g. electrical wiring and circuits where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees);
 - plumbing services e.g. water leaks where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees);
 - painting of internal walls outside of the Shire maintenance schedule;
 - incidentals e.g. light globes, toilet paper, cleaning equipment;
 - mechanical services e.g. air conditioning, appliances;
 - fittings and fixtures; and
 - testing and tagging for all electrical appliances and equipment.
- Keeping the Premises clean, tidy, unobstructed and free from dirt and rubbish as per **clause 10.2**.
- Securing the Premises and all fixtures and fittings at all times as per **clause 10.4(a)**.
- Maintenance and repair or replacement of Premises surroundings including gardens as per **clause 10.5**.
- Pest control (household pests) as per **clause 10.7(1)**.
- Maintenance and repair or replacement of waste pipes, drains, gutters and conduits as per **clause 10.8** where due to of any act or omission of or on the part of the Lessees (or its servants, agents, contractors or invitees).
- Every twelve (12) months from the Commencement Date, the Lessee must provide the Lessor with a record of all maintenance, repairs and upgrades completed in the year as per **clause 10.10**.
- By 30th November each year, the Lessee shall submit to the Lessor an assessed condition report and a "Forward Plan for Building Maintenance" with regard to proposed works over the forthcoming twelve (12) months as per **clause 10.11**.

- ☑ Hire of the Premises as per **clause 12**.
- ☑ At the commencement of the lease and at changeover of key-holders, provision of written notice listing all keys to the premises, noting key numbers and full name of associated key-holders. As per **clause 14.5(3)**.
- ☑ Arranging for the provision of additional or replacement keys or locks as per **clause 14.5(5)**.
- ☑ Immediately reporting any vandalism, damage, incidents or notices to the Lessor as per **clause 18**.
- ☑ Provision of a copy of the Lessee's audited annual statement of accounts for each year as per **Clause 29**.
- ☑ Provision of Advice of any changes in its office holders during the term, as per **Clause 29**.

Annexure 1 – Sketch of Land

Portion of No. 10 Henning Street, Waroona
Not to Scale – Leased Area highlighted in Red

 Waroona Playgroup Incorporated – Lease Area.



Signing Page

EXECUTED by the parties as a Deed this _____ day of _____ 2024.

The **COMMON SEAL** of the **Shire of Waroona**
was hereunto affixed in the presence of:

Full Name of Shire President

Signature of Shire President

Full Name of Chief Executive Officer

Signature of Chief Executive Officer

Signed on behalf of the **Waroona
Playgroup Incorporated** under the
authority of resolution of the Committee:

Full Name of Chairperson

Signature of Chairperson

Full Name of Secretary

Signature of Secretary

LICENCE AGREEMENT FOR

Location: Access to land, use of land and placement of repeater container:

Purpose: For the operation of antenna equipment associated with CRISP Wireless Pty Ltd in accordance with this Licence.

AGREEMENT BETWEEN

of

(hereinafter called the "Licensor")

and

CRISP Wireless Pty Ltd

(ACN: 615 297 491) of

PO Box 1004 Narrogin WA 6312

(hereinafter called the "Licensee")

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

- 1.1 The Licensor warrants that the Premises are part of their property

2 DEFINITIONS

In this Licence unless the contrary intention:

Business Day means any day which is not a Saturday, Sunday or Public Holiday in Western Australia.

Commencement Date means the date referred to in Column 2 of Item 15 of Schedule 1.

Environmental Law means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment.

Expiry Date means the date referred to in Column 2 of Item 13 of Schedule 1.

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999*.

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed.

Improvements mean any structure of a permanent nature attached to the land.

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

Licence means this Licence including all Schedules and Annexures.

Licensee means the licensee referred to in Column 2 of Item 2 of Schedule one and includes its assigns.

Licensee's Equipment means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee.

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns.

Party/Parties means the parties to this Licence.

Premises means the land and/or the buildings described in the Premises Appendix A and on the map annexed thereto.

Permitted Use means the use shown in Column 2 of Item 11 of Schedule 1.

Rent means the amount referred to in Column 2 of Item 4 of Schedule 1.

Sub-Licensee means a person who holds a sub-Licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence.

Term means the term of operation of this Licence in relation to the Premises.

Term of Agreement means the figure set out in Column 2 of Item 14 of Schedule 1.

3 CONSTRUCTION

This Licence shall be constructed in accordance with this clause unless the context requires otherwise.

3.1.1 Plurals

Words importing the singular include the plural and vice versa.

3.1.2 Gender

Words importing any gender include the other gender.

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government; and
- (b) the legal personal representatives, successors and assigns of that person.

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence.

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

3.1.6 Time

A reference to time is a reference to local Perth time.

3.1.7 Money

A reference to \$ or dollars is a reference to the lawful currency of Australia.

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

3.1.10 Statutes

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

3.1.11 Licence

A reference to this Licence shall include any extension or variation of this Licence.

3.1.12 Priorities

If an inconsistency occurs between the provisions of this Licence and the provisions of a Licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

Each Party must do everything necessary to give full effect to this Licence.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

If any clause or item in any Schedule of this Licence is invalid, illegal, unlawful or otherwise incapable of enforcement:

- (a) That clause, item or part of this Licence will be deemed severed from this Licence and of no force and effect.
- (b) All remaining parts of this Licence will prevail and remain in full force and effect and be valid and fully enforceable; and
- (c) No clause, item or part of this Licence will be construed to be dependent on any other clause or item or part of any other clause or item unless expressly stated to be.

5 PERMITTED USE

5.1 Grant of Licence

The Licensor grants to the Licensee a right to access, occupy and use the Premises for the Permitted Use of this Licence and to install the Licensee's Equipment on the Premises.

5.2 Permitted Use only

The Licensee shall not:

- (a) use the Premises.
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 11 of Schedule 1.

5.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

5.4 Licensor's duty to Licensee

The Licensor will do all things and ensure any other person who has access to the Premises will take all due care and attention to ensure that any of the Licensee's Equipment on the Premises is not damaged in any manner. Should the Licensee become aware that any damage has occurred to the Licensee equipment, the Licensor will immediately advise the Licensee.

6 COMMENCEMENT OF LICENCE AND TERM

- 6.1 This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 12, of Schedule 1 and shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 13 of Schedule 1.
- 6.2 Upon expiration of the Term as referred to in Column 2 of Item 14 of Schedule 1 or any extension contained in Column 2 of Item 14 of Schedule 1 this agreement shall automatically be extended and continue until either party gives the other no less than thirty (30) days written notice of termination and all conditions contained in this agreement shall continue.

7 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

- 7.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:
- (a) a right to purchase or lease any part of the Premises; or
 - (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.
- 7.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this licence, sub-licence, part with occupation of the Premises, transfer or create any interest in the licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

8 LICENSEE TO YIELD UP

- 8.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.
- 8.2 Upon the termination of this Licence or any extension of it, the Licensee shall:
- (a) remove all Licensee's Equipment on or within the Premises within a reasonable time following termination, but to be not less than thirty (30) days following the Licensor providing notice to the Licensee that the Licensee must remove the Licensee's Equipment; and
 - (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
 - (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
 - (d) leave the Premises in a clean and tidy condition.
- 8.3 Sub-clause 8.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

- 84 Following termination of this Licence or any extension of it, the Licensor shall provide the Licensee with access to the Premises to remove all the Licensee's Equipment stored on the Premises for such time as is reasonably necessary but not to be less than thirty (30) days following the Licensor providing notice to the Licensee that the Licensee must remove the Licensee's Equipment.

9 LICENSEE'S EQUIPMENT

At all times, title of the Licensee's Equipment remains with the Licensee and the Licensor authorises the Licensee to register a Security Interest as defined by the *Personal Properties Security Act 2009* in respect of the Licensee's Equipment that is stored on the Premises.

10 LICENSEE'S RENT

10.1 Licensee to Provide Services

The Licensee covenants with the Licensor that the Licensee shall during the whole of the Term of Agreement and any extension of it provide services to the Licensor as is set out Column 2 of Item 4 of Schedule 1 as the Rent payment to the Licensor.

11 LICENSEE TO PAY OTHER CHARGES

The Licensee shall pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

12 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

13 COSTS PAYABLE BY LICENSEE

The Licensee shall be responsible for any fees in relation to:

- (a) the preparation of this Licence.
- (b) any variation of this Licence made otherwise than at the request of the Licensor.
- (c) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed.

14 COSTS PAYABLE BY LICENSOR

The Licensor shall pay its own direct and external consultants' costs in relation to any matter in relation to this Licence without reimbursement from the Licensee.

15 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

15.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have access to and from, the Premises at all times by prior arrangement with the Licensor, provided however that:

- (a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee.

(b) The Licensor may vary the access routes from time to time as reasonably required.

15.2 Maintenance of Premises and Enclosed Areas

The Licensee shall keep the Premises and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

15.3 No residence on Premises

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

15.4 Licensee not to remove material

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and subject to such conditions as the Licensor may determine.
- (b) Sub-clause 15.4(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 15.4(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

15.5 Licensee not to burn off

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose and comply with the Rural Fires Act 1997.

15.6 Rodents and Vermin

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause, the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

16 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee shall not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

17 HAZARDOUS SUBSTANCES

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

18 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

During the Term of the Licence and any extension of it, ownership of any Fixtures or fittings installed by the Licensee remain with the Licensee.

19 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

20 BREAKAGES

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants' occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

21 INDEMNITIES AND INSURANCE

21.1 Indemnity for use of Premises

The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or willful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

21.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

21.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of willful acts by either Party.

22. INSURANCE - PUBLIC RISK

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 8 of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee

may affect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

23. PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably to believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavors to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

24 INDEMNITIES FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any State or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

25. NO LIABILITY FOR FAILURE OF SERVICES

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or willful act or omission of the Licensor its servants or agents.

26 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

27 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or willful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or willful omissions or default of the Licensor.
- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

28 LICENSOR'S POWERS AND FUNCTIONS**28.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 31.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

29 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**29.1 Licensee to comply with all Commonwealth and WA State Laws**

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

29.2 Licensee to comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law.
- (b) use its best endeavours to prevent a breach of any Environmental Law.
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:

- (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
- (ii) Requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

29.3 Licensee's Failure to comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the termination of the Licence.

30. NOTICES

30.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally, left addressed to the Licensee at the address stated in Column 2 of Item 6 of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 6 of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor.
- (c) sent by facsimile to the Licensee's facsimile number stated in Column 2 of Item 6 of Schedule 1 or such other number as the Licensee notifies in writing to the Licensor; or
- (d) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 6 of Schedule 1.

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in sub-clauses 30.1 (a), (b) and (c).

30.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 7 of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 7 of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee.
- (c) sent by facsimile to the Licensor's facsimile number stated in Column 2 of Item 7 of Schedule 1 or such other number as the Licensor notifies in writing to the Licensee; or
- (d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 7 of Schedule 1 and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in sub-clauses 30.2 (a), (b) and (c).

30.3 Notices

- (a) Any notice served by the Licensor, or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.

- (c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

31. PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third-party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.

Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 34(d).

Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

32. NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

33. NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the

provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

34. NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

35. COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

36. CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 9 and 10 of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

37. APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of Western Australia.

38. NO HOLDING OUT

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

39. WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.
- (d) Notwithstanding any of the above, the parties add to or vary this contract if agreed in writing between them.

40. SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

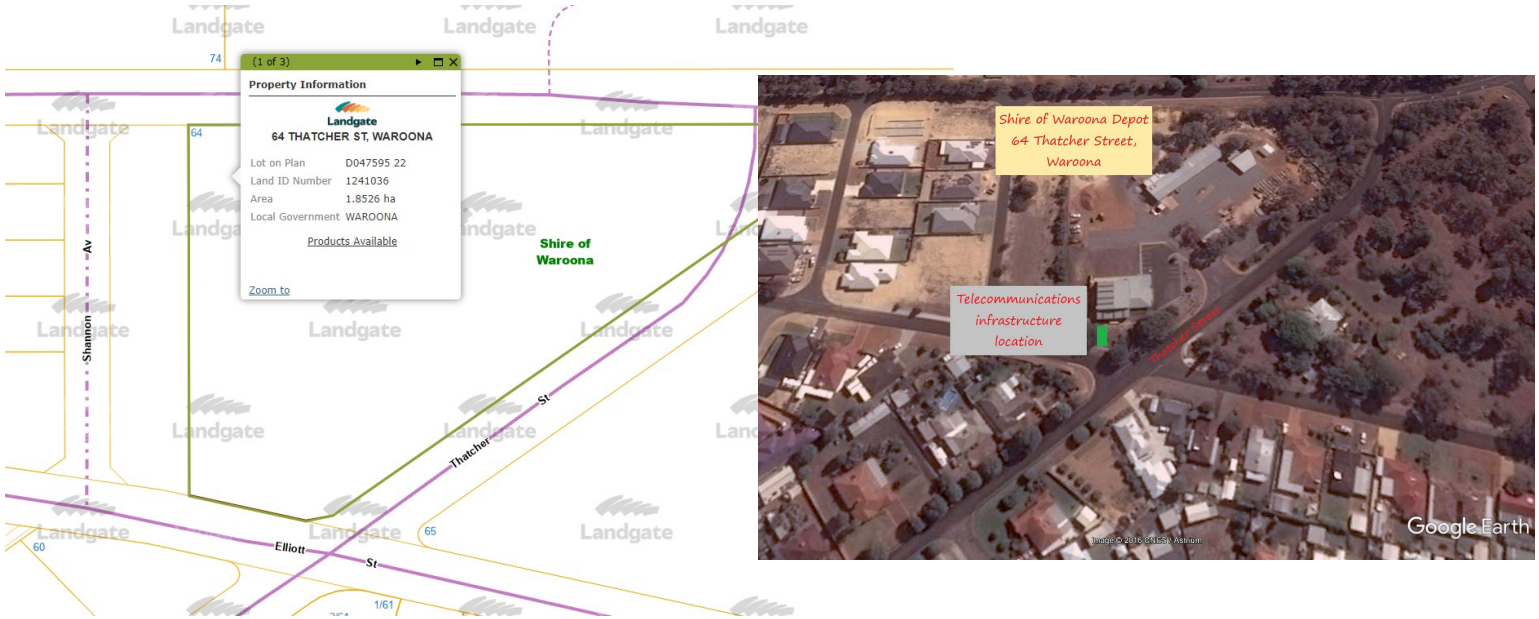
Item	Column 1	Column 2
1	Licensor	
2	Licensee	CRISP Wireless Pty Ltd PO Box 1004 NARROGIN WA 6312 (Physical address: Suite 4/2 Williams Road, Narrogin WA 6312)
3	Rent	To be paid by way of Services provided by the Licencee – being Internet Connection, SPEED 50/50 (50 Mps download, 50 Mps upload), unlimited download (excluding installation and equipment costs)
4	Licensee's address for Service of Notices and email	Suite 4/2 Williams Rd, Narrogin, WA 6312 Email: accounts@crispwireless.com.au
5	Licensor's address for Service of Notices	
6	Public Risk Insurance amount	\$20 Million
7	Licensor's Contact Person Mobile	
8	Licensee's Contact Person	Leigh Ballard Phone: 0428 832 095 / 6890 2100 lballard@crispwireless.com.au
9	Permitted Use	Access to the nominated location and the right to occupy the nominated location listed in Column 2 of Item 17 in Schedule 1 and installation, servicing, occupancy and operation of antenna equipment and container associated with the Crisp Wireless Mobile Antenna and any other Licensee Equipment. Final location to be agreed between Licensor and licensee.
10	Commencement Date	– Subject to any planning approval which must be sought prior to commencement of any works
11	Expiry Date	
12	Term of Agreement	10 Years from commencement date with an option for extension of 6 years
13	Essential Conditions of Licence	Clauses 5.2, 5.3, 7, and 22 and any condition listed in Schedule 2 Special Conditions
14	Entry by the Public	Nil access by general public permitted
15	Location of Equipment	An area not greater than 50m x 50m; Final location to be agreed between Licencee and Licensor at site inspection BEFORE construction commences on-site

Schedule 2 Special Conditions

1. That the licensee shall have non-exclusive access to the location/s listed in Column 2 of Item 15.
2. Access to the location in Column 2 of Item 15 in Schedule 1 shall be for the installation, maintenance and removal of antennas and associated hardware supporting the CRISP Wireless facility and wider network.
3. That the Licensee is solely responsible for the provision and connection of services to the facilities and that all charges associated with the establishment and ongoing supply of those services are to be met by the Licensee.
4. All work is to be undertaken by suitably qualified licensed tradesmen and/or technicians.
5. The Licensee is required to have a current Public Liability insurance policy and any employees or sub-contractor employees are to be covered under a Workers Compensation insurance policy.
6. The Licensee is to Text _____ whenever access to the property is required.

End of Schedule 2

APPENDIX A – MAP SHOWING LOCATION OF PREMISES



Dated this 01 day of April 20 24 _

Signed by LANDOWNER

Signature

EXECUTED FOR AND ON BEHALF OF)
CRISP WIRELESS PTY LTD)
(ACN 615 297 491))
by authority of its Directors)
in accordance with Section 127)
of the Corporations Law)



Director



Secretary

DATE 1 April 2024 _____



Alan Lochowicz

13 Jul 2023, 08:38 (6
days ago)

to me

Mike spoke to roz pich bowling club they arnt bothered about the shed

Compose

Inbox

Starred

Snoozed

Sent

Drafts

More

Labels

documents drafted

stakeholder reply



Secretary | Waroona Ag Society

to me, Nick, Eric, Maree, Vice

07:00 (6 hours ago)

16.6.2023

Good morning Mike,

As result of discussion at our meeting last night, the Waroona Ag Society is in full support of the erection storage and welding, as well as the previous commitment to pay \$5,000 towards the project. We find the current suggested location would not be suited to our requirements on Show Day. We have a preference placed in an east – west direction, directly south of the Men’s shed and not along the north - south fence

We wish you well in your planning process.

Kind regards



Alison Birch
Secretary



10 Henning Street
 WAROONA WA 6215
 P: 08 9733 3011 F: 08 9733 3022
 E: reception@waroonacrc.com.au
 www.waroonacrc.com.au

Secretary

Waroona Community Men's Shed

21/06/2023

Subject - Proposed Storage Shed for Waroona Community Men's Shed

On Wednesday, 21st June, 2023, as the lease holder of the Youth Centre, I attended and inspected the site area for the proposed construction of a new storage shed as per the letter and diagram you supplied dated - 08/06/2023.

After measuring the site in the location and positioning shown, we have no objection to this proposal with certain conditions.

These conditions are:

That the site plans are not altered or changed from this document

The position and dimensions of the shed (20m x 7m) are taken from existing fence line

That the shed and any other feature of the shed do not extend past these original dimensions

That any access points to this shed are from the vacant land, north of the court area, NOT part of the already degrading basketball/tennis court surface as these surfaces will not stand any machinery or plant movement without further damage.

However:

As an alternative, if the shed could be swung around 90 degrees, so that the 20m access side face the current Men's Shed driveway and still remain on the fence line as discussed, that would allow plant and vehicle access to the current Men's Shed driveway and not encroach on any playing surface of the basketball/Tennis surface/courts.

If that alternative was to be approved, it would negate any concerns we have of further damage to our Youth Centre playing surface/s and we would fully support this proposal.



10 Henning Street
WAROONA WA 6215
P: 08 9733 3011 F: 08 9733 3022
E: reception@waroonacrc.com.au
www.waroonacrc.com.au

I wish you every success in your application and I am more than happy to discuss any developments or alterations you may make.

Regards


Stuart Macdonald
Centre Manager

Mens Shed-New Building Project

Waroona Poultry Club



Ken

10:47 (2 hours ago)

Mr Mike LeRoy
Secretary
Waroona Community Men's Shed
P.O.Box 37
WAROONA WA 6215

Dear Mike

We hereby support in Principle the building of a new metal and storage shed as part of their 5 year Strategic plan.

As a fellow community group stakeholder we believe by building a new shed Waroona Community Men's Shed will value add to the infrastructure in our small rural community.

We believe by locating the new shed in a East West aspect it will have less impact on invaluable parking space on the old tennis

Courts similar to the view of Waroona Agricultural Society.

Goodluck with a positive outcome on this worthwhile community project.

Yours faithfully

Kenneth (Ken) Landwehr
Waroona Poultry Club Inc
Treasurer



Waroona Historical Society Inc
PO Box 71 WAROONA WA 6215
waroonahistsoc@gmail.com
ABN 43 103 713 930

7 August 2023

Mr Mike LeRoy
Secretary
Waroona Community Men's Shed Inc.
PO Box 37
Waroona WA 6215

Dear Mike

RE: NEW SHED FOR ADDITIONAL STORAGE AND METAL WORK SPACE

The Waroona Historical Society recently discussed your proposal for support of a new shed to be built on the old tennis courts next to the existing Men's Shed. We recognise the importance of the Men's Shed to our community and to the people / volunteers involved in the association and its activities.

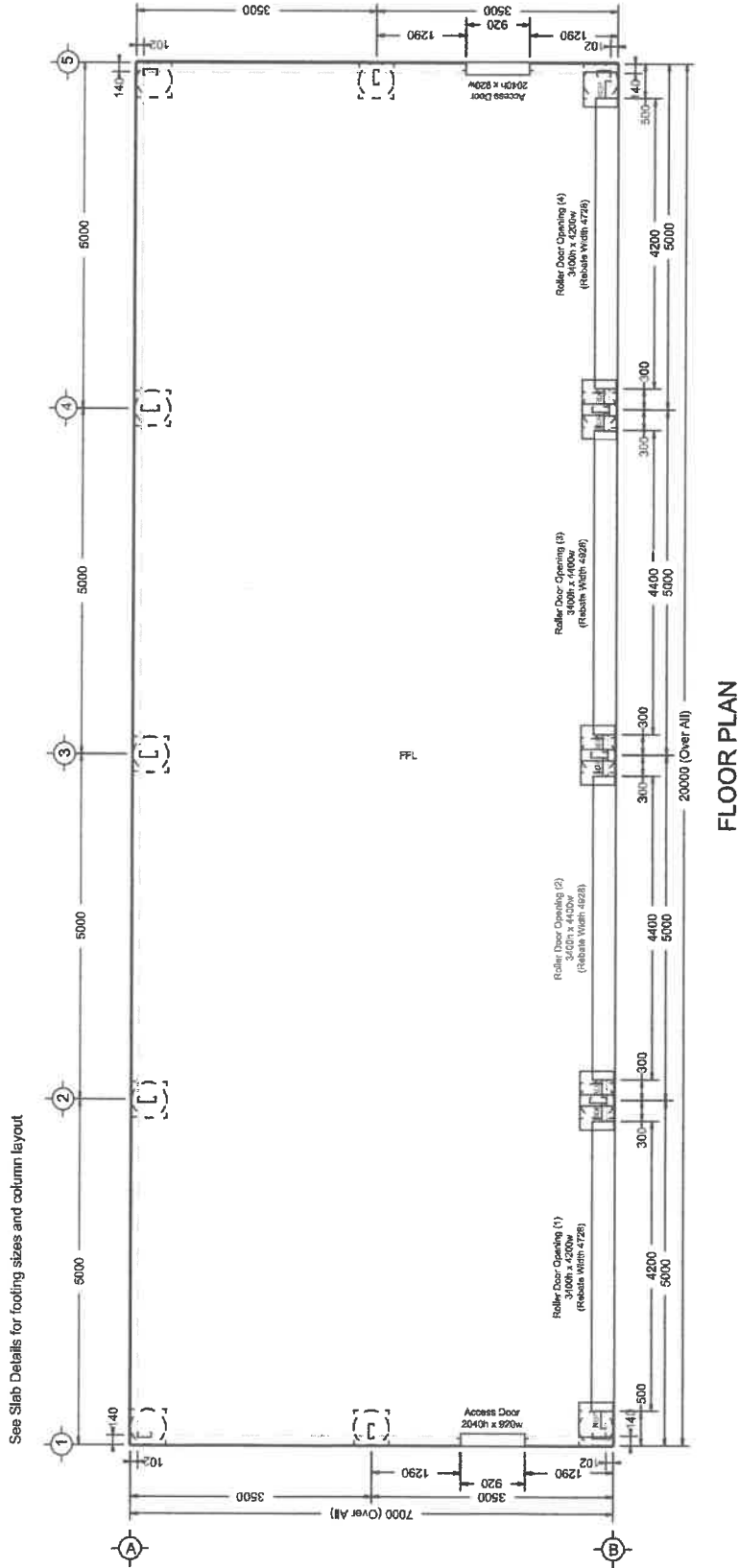
Whilst the area proposed has no impact on the service provided by the Waroona Historical Society or the Waroona Museum, we do wish to note the historical significance and prior usage of the proposed site of the new facility. This being the former Waroona Tennis Club (courts), the Waroona Youth Centre and the Waroona Agricultural Society on Show Day.

Our Society recognise and support that the Waroona Men's Shed require additional space to allow for expansion of their activities and storage of materials and applaud the association on their forward planning and allowance for future growth. We as a society have no issue with the building being a shed as it fits with many other facilities on the showgrounds and the rural nature of the town and Shire of Waroona.

Please don't hesitate to contact me on 0417 705 966 or email waroonahistsoc@gmail.com should you require more information.

Yours sincerely

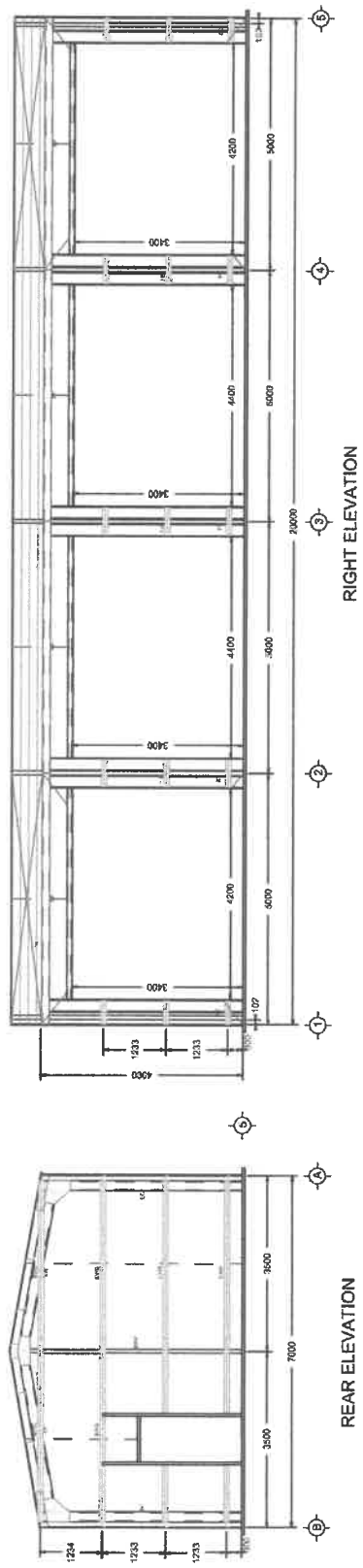
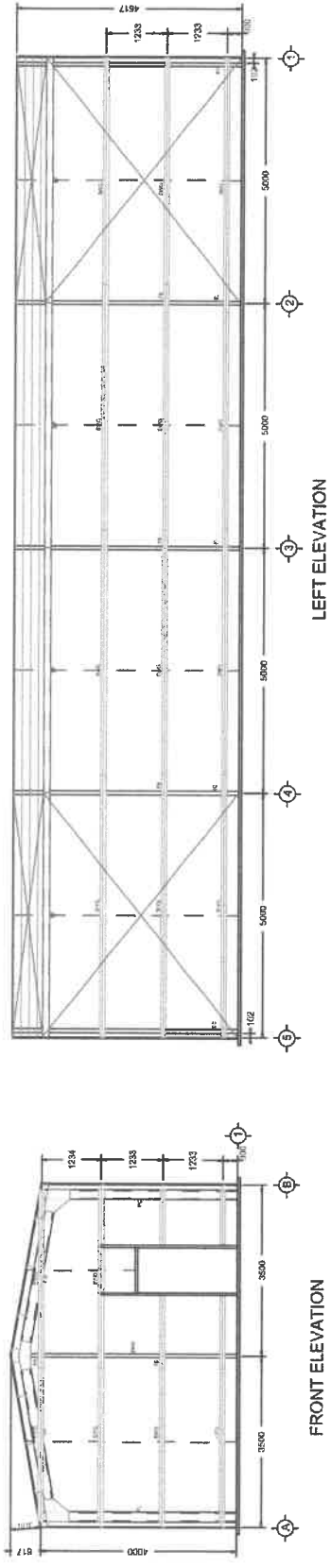
DEBRA TYLER
President



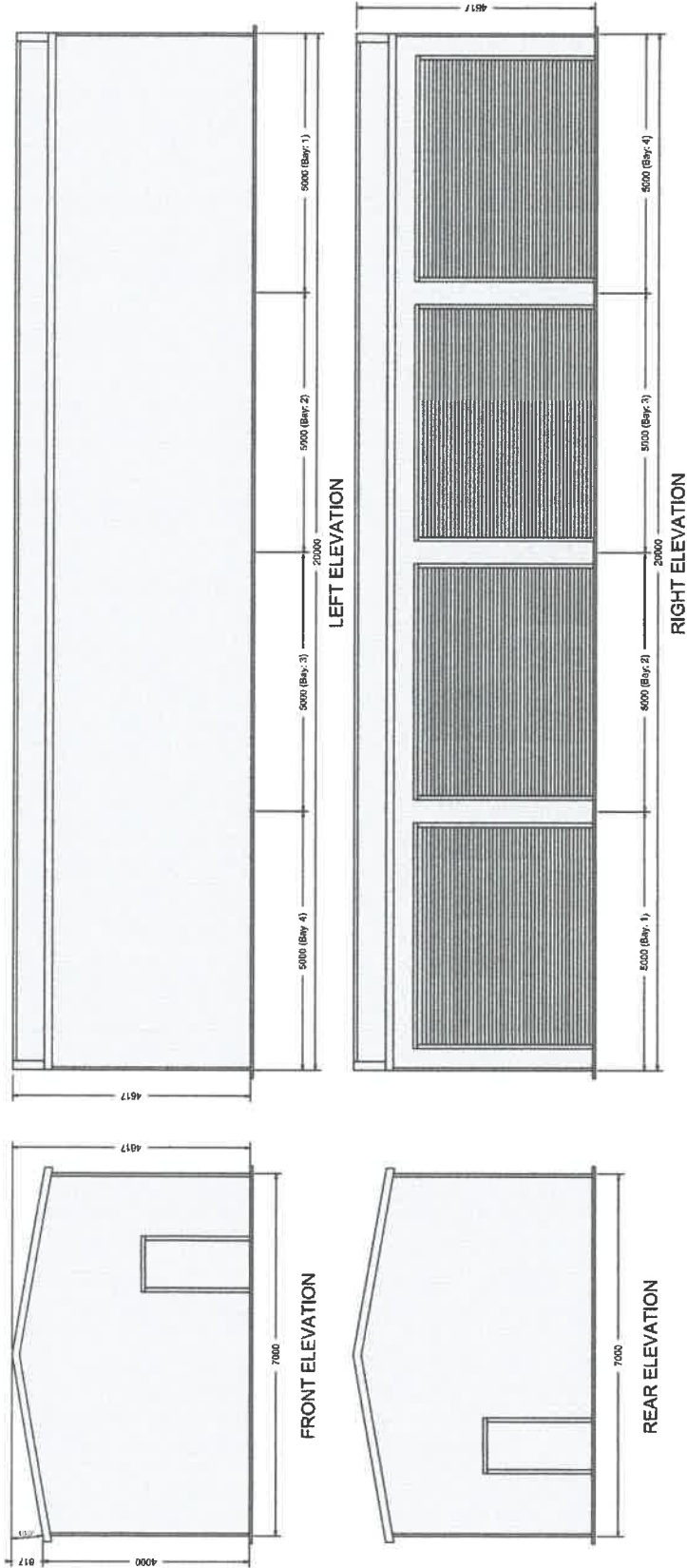
ANDERSON CONSTRUCTION
 579 Pinjarra Road,
 Barragup/Mandurah WA 6209
 sales@andcon.com.au
 08 9534 9990

CLIENT: _____
 SITE ADDRESS: _____
 PHONE: _____
 EMAIL: _____

DRAWING TITLE: _____
 SCALE: _____
 DATE: _____
 Job Number: _____



CLIENT: _____ DRAWING TITLE: _____
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 SCALE: ...
 DATE: ...
 Job Number: ...

waroona.wa@lions.org.au

Mon, 12 Jun, 21:35 (2
days ago)

Hello Mike, after finishing our meeting, I can formally say that our club supports your decision to build this addition to your Men's shed. We believe it would be a great addition and would make much more productive use of the space that it is currently being used for. Regards,

Matthew Della Franca
Waroona Lions Club Secretary
Mobile: 0
Email: waroona.wa@lions.org.au

Compose

Inbox

Starred

Snoozed

Sent

Drafts

More

Labels

documents drafted

stakeholder reply

Waroona Community Men's Shed - Proposed Welding Shed inbox 4

6.7.23

08:16 (7 hours ago)



Waroona Football Club <waroonafc@gmail.com>

To: me

Hi Mike

Please be advised that the Waroona Football and Netball Club supports your proposal to locate a new shed at the eastern end of the ten

All the best with the project.

Kind regards

Rhys Bloxsidge

President

Waroona Football and Netball Club

P:

E: waroonafc@gmail.com



WAROONA SENIOR CITIZENS WELFARE (INC)

TO WHOM IT MAY CONCERN.

We Waroona Senior Citizens Welfare (inc) have no objection to the Mens Shed erecting another Shed for the purpose of metal fabrication, this will be in the interest of the Community.

Many Thanks,

J. M.(secretary)

Local Government Professionals NSW – Finance Conference

Wednesday 6 December	
Session Description	Notes & Key Take Aways
<p>Three informative sessions tailored for local government professionals.</p> <p>APV Valuers, explores the AASB's December 2022 update to AASB13, shedding light on revised requirements and offering additional guidance. It delves into key issues, addresses the impact on asset accounting and valuation for councils, and discusses strategies to navigate significant changes. Notably, it highlights recent enhancements in Asset Valuer Pro.</p>	<ul style="list-style-type: none"> • WA DLGSC has engaged APV to establish a Valuation and audit guide. This should be released by April 2024. Spoke with David requesting the LG Pro and the Finance Network are considered as stakeholders in this project • AASB13 & 108 • Check assessment using carrying replacement cost rather than depreciated replacement cost • APV website - insights & asset-valuer-pro • IPWEA International Infrastructure Financial Management Manual • Speak with V regarding APV sessions at the conference
<p>Genesis Accounting will provide a comprehensive overview of recent tax changes affecting local government, ensuring councils are up to date.</p>	<ul style="list-style-type: none"> • Superannuation on payments to committee members <ul style="list-style-type: none"> • Audit committee, planning panel, other Committees • If the ATO ruling comes through will this also affect WA • Superannuation applicable on motor vehicle allowance • Superannuation on 'on call payments' permanent or ad hoc - no super is applicable
<p>The LG Solutions Team will concentrate on key challenges faced by councils during the Year-End process, guiding attendees through handling "Can't Balance" screens, mastering cashflow workings and adjustments, and effectively accounting for different types of Prior Period errors, equipping them for the year ahead.</p>	<ul style="list-style-type: none"> • Walk through of the LG Solutions Year End Program
<p>Richard Sheridan, Chair of the Finance Professionals Member Network provided an update from the network over the past 12 months.</p>	<ul style="list-style-type: none"> • Meet with the US counterparts • Menti - online questionnaire • Scholarship <ul style="list-style-type: none"> ○ Young Professional ○ Rural delegate ○ Smaller LGs • No MC - Richard and other network members share the responsibility

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>Penrith City Council General Manager (CEO) Andrew Moore</p> <p>CFO's and Finance Managers are positioned to be a General Manager's right hand, the people a GM can trust to have informed opinions on company issues and candidly discuss the business.</p>	<ul style="list-style-type: none"> • Western city airport - in the making 2026 • Asset management backlog • Westinvest program funding
<p>In The GM's Shoes - Leadership Mindset</p> <p>In the opening panel, it was discussed what today's General Manager is looking for from their finance teams and leaders, and how the function of finance is changing from ledgers and balance sheets to business and strategy advisors.</p> <p>Speakers: Andrew More - General Manager, Penrith City Council Jane Stroud - Chief Executive Officer, Kiama Municipal Council Therese Manns - General Manager, North Sydney Council</p>	<ul style="list-style-type: none"> • Reform: CFO to be appointed reporting to the GM. • Good financial information forward planning • Management reporting • Importance of having a CFO in the leadership team • Costing out plans and strategies over the long term any informing document should address this • Life cycle costs need to be front of mind for any aspirational plan/strategy • Being brave and speak-up in relation to resources being allocated in the long term • Additional risk and funding moving forward • System changes are about changing human behaviour <ul style="list-style-type: none"> ○ Implementation ○ Change management ○ Listening to staff, staff support • Proactively train staff constantly on all products, including upgrades • Digital transformation strategy • Change fatigue • Make people accountable, by making them accountable - performance reviews, weekly meetings • Embrace AI • Presented adjusted ratios to show long term capital grants over a 10yr period • Communicating to the community where their rates are going <ul style="list-style-type: none"> ○ Service delivery ○ Essential services ○ Business unit reporting • Costing additional requirements to the operating services • Evaluation of CBA for services • Test if services are delivering to the community • Service reviews with the community • Service delivery in communities that swell in summer/seasons that require additional resources e.g. waste

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>What's on the Agenda for the Office of Local Government</p> <p>This session explored the current priorities and focus areas for the Office of Local Government and how, as a sector, we can work together to achieve our goals.</p> <p>Speaker: Brett Whitworth, Deputy Secretary, Local Government Department of Planning and Environment</p>	<ul style="list-style-type: none"> • Current environment <ul style="list-style-type: none"> ○ Expectation to manage own resources ○ Cost of living increases • LG economy has been very consistent despite the national economy • Financial sustainability review • ARIC requirements • Updated rate pegging methodology • Audit committee member sharing between LGs • Independent Pricing and Regulatory Tribunal • LG reviews and performance ratios • Housing affordability, is this a LG service?
<p>Mastering Asset Valuation and Financial Compliance: Strategies for Finance Professionals in FY 23 and Beyond</p> <p>In this session, we explored the integral role of finance professionals in ensuring financial statements are prepared in full accordance with the prescribed requirements - a must-attend for those invested in asset valuation and depreciation. We delved into issues arising in FY 23 that have contributed to asset valuation challenges in a high-inflation economy and discussed vital aspects such as fair value assessments, and condition assessments on assets. Insight was gained into how finance professionals can wield substantial influence on asset management planning and execution.</p> <p>Speakers / Panel. David Edgerton, Director APV Valuers & Asset Management Tracy Sligar, Chief Financial Officer, Queanbeyan-Palerang Regional Council. Aaron Jones, Director Corporate Services & Finance, Bathurst Regional Council. Vishwa Nadan, Chief Financial officer, Liverpool City Council.</p>	<ul style="list-style-type: none"> • Auditors require more information each year in the realisation of assets • Infrastructure and accounting working together for revaluations • Different levels of expertise in LGs • Data quality on assets - continual assessment including condition ratings • Audit preparations • Industry useful lives - working group established? OAG collaboration <ul style="list-style-type: none"> ○ David believes benchmarks could be dangerous for useful life • LGs not reaching the deadline is increasing in NSW

Local Government Professionals NSW – Finance Conference

Thursday 7 December	
Session Description	Notes & Key Take Aways
<p>LG Professionals NSW Update</p> <p>Scholarships, Opportunities and More</p> <p>Vicki Mayo, Chief Executive Office, LG Professionals, NSW provided an update on the association and new scholarships and opportunities available for members.</p>	<ul style="list-style-type: none"> • 902 members • Peer placement program - visit with another council to gain more experience paid for by LG pro • International scholarship attending finance conference • Overseas manager exchange 2 weeks • Finance intensive weeklong training • Cyber-attack simulation partnership with LG Auditors association NSW in design
<p>Opportunities and Challenges Ahead</p> <p>NSW Council are facing various economic challenges and opportunities. The COVID-19 pandemic, natural disasters, population changes, infrastructure needs, and now unrest in the Middle East have all impacted the financial performance and outlook of local councils and inflationary pressures and a decline in economic activity may also impact councils with reduced council revenue and increased costs. However, on the other side reforms being implemented in migration may open new pathways. This session looked holistically at the economic impacts for 2024 and beyond and what this may mean for NSW local government.</p> <p>Speaker: Stephen Wu, Economist, Commonwealth Bank</p>	<ul style="list-style-type: none"> • Household taxes have increased • Rent increases as well as mortgage interest rates • Assistance <ul style="list-style-type: none"> ○ Rent assistance ○ Energy assistance
<p>LG Solutions -A Year in Review Plus a Glimpse into The Future</p> <p>LG Solutions will review the last 12 months in the life of LG Solutions and the NSW Local Government Industry (from a financial reporting perspective), preview what's coming next from LG Solutions.</p> <p>Speaker: Tony Puzzuito</p>	<ul style="list-style-type: none"> • New Grant management application anticipated July 2024 • New rehab accounting and provisions application • Recommend negotiating a standard engagement letter with the Auditor General

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>How to better support councillors making business decisions with realistic, trustworthy and transparent financial information.</p> <p>Routinely our elected representatives are asked to make some very complex, high profile and high dollar decisions, based on information provided to them in budgets, briefing notes and business papers. How can we ensure that the information they are relying upon provides enough of the story for them to make the best decisions for the community.</p> <p>Speakers / Panel. Danielle Parker, Acting Director Business and Corporate Services, Georges River Council. Lynette Safranek, Director Corporate & Community, Yass Valley Council. Joshua Jackson, Finance Manager, Devonport City Council. Ashleigh Nuttall, Director Corporate & Community Services, Shire of Waroona.</p>	
<p>Financial Management and Governance Performance Audit</p> <p>The NSW Audit Office's Report on the Financial Management and Governance of Mid Coast Council was released in June 2023, and we heard from the council about their experience with the audit, outcomes and lessons learnt.</p> <p>Speaker: Phil Brennan, Manager Finance, Mid Coast Council</p>	<ul style="list-style-type: none"> • Extend the audit period and postpone to after audit • Change management and communications • Back filing staff that are involved with new system implementation <ul style="list-style-type: none"> ○ Effective governance framework for financial management ○ Effective internal financial management reporting ○ Did financial management governance and reporting support councils to fulfil their requirements • Routinely testing internal controls and documenting the results • Training for councillors and staff that are responsible for budget project management • Community agreement on service levels

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>Better Days Ahead: Strategies for Financial Sustainability</p> <p>In today's operating environment, the ever-growing demand for more services and support with limited resources poses a significant challenge. Communities have increasingly high expectations, yet the constraints of rate capping make it difficult to meet these demands. Some councils may hesitate to explore rate variations. So, the critical question is, how can councils ensure their long-term financial sustainability while continuing to provide for their communities?</p> <p>Speaker: Janine McKenzie, Associate Director, Morrison Low</p>	<ul style="list-style-type: none"> • Asset deterioration first signs of financial unsustainability • Is there a cost-shifting report in WA? • LGs filling the gap on a state service that is not being provided • Service reviews guided by community input • What services can be expanded that may bring alternative revenue streams • Alternative revenue that fully cost recovers or brings a small profit <ul style="list-style-type: none"> ○ Cemetery ○ Caravan park • Rating equity • What is the problem that is trying to be solved • Understanding the services you provide from a customer perspective • Expose the community better to the services provided by LGs
<p>Easier Said than Done: Attracting and Retaining Finance Talent in the New World of Work</p> <p>Everything about attracting and retaining staff in the modern workforce has changed, not just as a result of the pandemic, but also as a result of more efficient and reliable technology. So, what do our workforces look like tomorrow, next week, next year?</p> <p>Speaker: Melissa Attia, Director Corporate Performance (Deputy GM). Cumberland City Council</p>	<ul style="list-style-type: none"> • Tomfoolery video • Pandemic speed up the realisation that was coming: work-life-integration • Charles Gregory v Maxxia Pty Ltd 2023 • E.g. 2 days in 3 days out max - teams to collaborate on days in the office • Promotion of flexibility while recruiting?!?!?!? • Competitive labour market wanting flexible working arrangements • Collaborating with educational institutions to employ staff locally • Are your staff being treated fairly - addressing the toxicities <ul style="list-style-type: none"> ○ Staff underperforming cause issues with the high performing staff • Personal mastery and learning • Achievement focus • 4 day working week (4 x 10hrs) • Trail assesses, feedback, tweak. • Ensuring the output is the same as if they were in the office <ul style="list-style-type: none"> ○ Social health ○ WHS ○ Core working hours

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>Reviewing Financial Indicators in NSW Local government</p> <p>The OLG is currently undertaking a review of the performance and asset ratios reported in Council's the annual financial statements, and their suitability for measuring risk.</p> <p>The conference provides an excellent opportunity for delegates to share their views and experience on the current set of ratios and provide feedback on OLG's approach to council risk analysis and assessment.</p> <p>This workshop gathered delegates' input on how the ratios are working (or not), what are the key risk indicators that councils need to monitor and are the current benchmarks meaningful and fit for purpose.</p> <p>Speaker: Francis D'Lima, Manager Performance, Office of Local Government.</p>	<ul style="list-style-type: none"> • Principals of ratios <ul style="list-style-type: none"> ○ Monitor financial performs ○ Identify areas of improvement ○ Risk management capabilities • Ratios <ul style="list-style-type: none"> ○ Ratios benchmarks as per LG bands <ul style="list-style-type: none"> ▪ Heavy reliant in grants ○ Developer contributions being considered capital ○ Restricted cash - reserves ○ NSW quarterly budget review vs WA monthly financial reporting ○ Monthly reporting on ratios
Friday 8 December	
<p>How to Think Like a Futurist</p> <p>In this session, Craig delved into the pressing issue of financial sustainability for NSW councils with a focus on identifying crucial transformations required. From operational adjustments to strategic financial planning, attendees gained insights into the key areas that NSW councils need to prioritize and adapt. Additionally, Craig emphasised the vital skills and competencies finance professionals must master focusing on critical tools and practices. Lastly, the session pinpointed a single pivotal change that could wield the most substantial impact on finance sustainability, providing a roadmap for attendees to navigate the challenges and secure a prosperous financial future for their respective councils.</p> <p>Speaker: Craig Rispin, Business Futurist, Innovation Expert & Keynote</p>	<ul style="list-style-type: none"> • ESG considerations for investments, products etc. • Rethinking city revenue and finance insight report August 2022 - resource report • Energy • How to become a trusted institute <ul style="list-style-type: none"> ○ Purpose driven ○ Fair supplier / employer ○ Vision ○ Demonstrate honesty • Productivity with AI (including human oversight) <ul style="list-style-type: none"> ○ development approvals - archistar ○ Nanonets ○ Athena

Local Government Professionals NSW – Finance Conference

Session Description	Notes & Key Take Aways
<p>IPART Update</p> <p>With the release of the final report on the Rate Peg Methodology, IPART will provide us with an update and share any insight into efficiency and financial sustainability.</p> <p>Speaker: Sheridan Rapmund, Director, The Independent Pricing and Regulatory Tribunal (IPART).</p>	<ul style="list-style-type: none"> • 3 component base cost • 3 separate models based on LG size (metro, regional, rural)
<p>The new era of health, happiness & high-level performance</p> <p>In this engaging and entertaining keynote, you will learn how developing your MINDSPACE will ensure you're winning in tomorrow's business world. What we do now to develop our optimal state of personal well-being and business productivity, will determine our success in tomorrow's increasingly competitive workspace. Focusing on the latest in neuroscience, nature connection and consciousness development techniques, you will leave with easily actionable insights to maximise your health, happiness and high-performance as well as tips to impart to your team.</p> <p>Speaker: Mark Bunn, Former AFL Footballer and three-time best-selling author of 'Ancient Wisdom for Modern Health.'</p>	<ul style="list-style-type: none"> • the 'happiness advantage' & how to increase productivity & resilience by 30+% • how sunlight, earthing & gut health can significantly improve your sleep and mental health • the single most important lifestyle factor for daily detoxing & maintaining a healthy weight • how to go beyond 'mindfulness' to global brain development & max EEG coherence. • Circadian wisdom • Main meal middle of the day when the internal fires are burning • Tips <ul style="list-style-type: none"> ○ Early morning sun ○ Early morning activity ○ Lunch main meal of the day ○ Nature connection ○ Earthing - grounding pit ○ Biophilia - nature in the workplace (greenery, natural light, grounding) ○ Eat light at night ○ Time restricted eating • Meditation • Natural high • Ayurvedic health <ul style="list-style-type: none"> ○ 6 4hr cycles each day