

# **APPENDICES**

26 JULY 2022

**ORDINARY COUNCIL MEETING** 

01-005-03-0016



# **Peel Zone**

# **Minutes**

23 June 2022

# **Peel Zone**

#### **Held via MS Teams**

Thursday 23 June 2022 commenced at 2:00 pm

# **Minutes**

MEMBERS 2 Voting Delegates from each Member Council

Cr Garry Ventris

Ms Julie Burton, Chief Executive Officer non-voting delegate

City of Mandurah Mayor Rhys Williams

Cr Caroline Knight

Mr Mark Newman, Chief Executive Officer non-voting delegate

Shire of Murray President David Bolt

Cr Douglas McLarty

Mr Dean Unsworth, Chief Executive Officer non-voting delegate

Shire Serpentine Jarrahdale President Michelle Rich - Chair

Cr Lauren Strange

Mr Paul Martin, Chief Executive Officer non-voting delegate

Shire of Waroona President Michael Walmsley

Cr Naomi Purcell

Mr Mark Goodlet, Chief Executive Officer non-voting delegate

WALGA Representatives Mr Chris Hossen, Policy Manager Planning and Building

Ms Felicity Morris, Governance Specialist

DLGSC Representative Darrelle Merrit, Director Regulatory Reform

Darcy Bosch, Senior Legislative Policy Officer

Guest Speakers Nil

### **APOLOGIES**

# **Table of Contents**

1.	DEC	LARATION OF INTEREST	4
2.	DEP	UTATIONS	4
3.	CON	FIRMATION OF MINUTES	4
4.	BUS	INESS ARISING	5
5.	STA	TE COUNCIL AGENDA - MATTERS FOR DECISION	5
6.	ZON	E BUSINESS	7
	6.1 6.2 6.3 6.4	WALGA Best Practice Governance Review Update  Meeting Attendance Protocols – Online Attendance  Proposed Advocacy Position for Management of Bushfire Brigades Discussion Paper  2022 September Regional State Council Meeting	9 11
7.	EXE	CUTIVE REPORTS	15
	7.1 7.2 7.3	WALGA President's Report  State Councillor's report to the Zone  Department of Local Government, Sport and Cultural Industries Representative Update Report	15
8.	DAT	E, TIME AND PLACE OF NEXT MEETING	16
9	CLO	SURF	16

#### ANNOUNCEMENTS

<u>Zone Delegates</u> were requested to provide sufficient written notice, wherever possible, on amendments to recommendations within the State Council or Zone agenda prior to the Zone meeting to the Chair and Secretariat.

<u>Agenda Papers</u> were emailed 7 days prior to the meeting date to your Council for distribution to Zone Delegates.

<u>Confirmation of Attendance</u> attendance was noted prior to the commencement of the meeting.

<u>Acknowledgement of Country</u> All attendees acknowledged the traditional owners of the land that the meeting is held on and paying respects to Elders past, present and future.

#### ATTACHMENTS WITHIN THE AGENDA

- 1. Draft Minutes of previous meeting
- 2. Zone Status Report
- 3. President's Report

#### 1. DECLARATION OF INTEREST

Elected Members must declare to the Chairman any potential conflict of interest they have in a matter before the Zone as soon as they become aware of it. Councillors and deputies may be directly or indirectly associated with some recommendations of the Zone and State Council. If you are affected by these recommendations, please excuse yourself from the meeting and do not participate in deliberations.

President Michael Walmsley disclosed an impartiality interest in Item 6.3 as he is a member of a Bushfire Brigade.

Cr Douglas McLarty disclosed an impartiality interest in Item 6.3 as he is a member of a Bushfire Brigade.

#### 2. **DEPUTATIONS**

Nil

#### 3. CONFIRMATION OF MINUTES

### **RESOLUTION**

Moved: President Michael Walmsley

Seconded: Cr Douglas McLarty

That the Minutes of the meeting of the Peel Zone held on 21 April 2022 be confirmed as a true and accurate record of the proceedings.

**CARRIED** 

#### 4. BUSINESS ARISING

A Status Report outlining the actions taken on the Zone's resolutions was enclosed as an attachment to the Agenda.

#### Noted

#### 5. STATE COUNCIL AGENDA - MATTERS FOR DECISION

(Zone delegates to consider the Matters for Decision contained in the WA Local Government Association State Council Agenda and put forward resolutions to Zone Representatives on State Council)

The full State Council Agenda can be found via link: State Council Agenda 6 July 2022

The Zone is able to provide comment or submit an alternative recommendation that is then presented to the State Council for consideration.

#### **Matters for Decision**

# 5.1 Review of advocacy positions relating to Emergency Management

That State Council:

- 1. Endorse the removal of the following Emergency Management Advocacy Positions
  - 8.1 Community Resilience
  - 8.2 Disaster Mitigation
  - 8.3 Emergency Services Levy
- 2. Endorse the following Emergency Management Advocacy Positions:
  - 8.1 Emergency Management Principles
  - 8.2 State Emergency Management Framework
  - 8.3 Sustainable Grant Funding Model for Emergency Management
  - 8.4 Consolidated Emergency Services Act
  - 8.5 Resource Sharing
  - 8.6 Lessons Learnt Management
  - 8.7 Emergency Services Levy
  - 8.8 Local Government Grants Scheme (LGGS)

# 5.2 New Emergency Management Advocacy Position – Community Emergency Service Manager Program

That the following WALGA Advocacy Position relating to the Community Emergency Service Manager (CESM) Program be endorsed:

8.9 Expansion of the Community Emergency Services Manager Program

That the Association advocates for an expansion of the Community Emergency Service Manager (CESM) Program, as follows:

- 1. All Local Governments should have the option of participating in the CESM Program.
- 2. The full cost of the CESM Program should be funded through the Emergency Services Levy.

#### 5.3 Draft WA Public Libraries Strategy 2022-2026 and Updated Advocacy Position

#### That:

- 1. the draft WA Public Libraries Strategy 2022-2026 be endorsed.
- 2. WALGA's existing Advocacy Position on Public Libraries be deleted and replaced as follows:

#### 3.8 Public Libraries

- 1. Western Australian Local Government public libraries provide valuable local cultural infrastructure, creating social and community hubs for community capacity building, recreation, education and literacy, digital inclusion, and social connection, cohesion and inclusion.
- 2. WALGA supports the provision of Public Library services in Western Australia through a formal partnership between Local Government and the State Government of Western Australia, governed by the Library Board Act 1951, namely the State and Local Government Agreement for the Provision of Public Library Services in Western Australia (2020).
- 3. The WA Public Libraries Strategy 2022-2026 provides a framework for a shared vision, strategic direction and collaborative action in the provision of a vibrant and sustainable 21st century public library network.
- 4. It is essential that a sustainable funding model enables Local Governments to continue to deliver library services to support continued growth and adaptation to changing community needs.

#### **RESOLUTION**

Moved: Mayor Rhys Williams Seconded: President David Bolt

That the Peel Country Zone supports all Matters for Decision as listed above in the June 2022 State Council Agenda.

**CARRIED** 

#### **RESOLUTION**

Moved: President David Bolt Seconded: Mayor Rhys Williams

That the Peel Country Zone notes all Matters for Noting and Organisational Reports as listed in the June 2022 State Council Agenda.

**CARRIED** 

#### 6. ZONE BUSINESS

#### 6.1 WALGA Best Practice Governance Review Update

By Tony Brown, Executive Manager Governance and Organisational Services and Tim Lane, Manager Strategy and Association Governance

#### **BACKGROUND**

WALGA has embarked on a significant project to review WALGA's governance model to ensure the organisation is governed by a contemporary, sound, and agile governance model that:

- Facilitates meaningful engagement with Local Government members,
- Enhances WALGA's legitimacy among members and stakeholders, and
- Enables sound and focused decision making to guide advocacy, policy, and service delivery.

WALGA's <u>Corporate Strategy 2020-25</u> identifies "contemporary governance and engagement models" as a key strategic priority leading to State Council's commissioning of the Best Practice Governance Review project.

A further goal of the project is to fundamentally review, and subsequently amend, WALGA's governance documentation – Constitution, Corporate Governance Charter, State Council Code of Conduct, and Standing Orders – to ensure consistency and alignment.

To oversee the project, State Council appointed a Steering Committee with the following membership:

President Cr Karen Chappel JP
Cr Paul Kelly
President Cr Phil Blight
Mayor Carol Adams OAM
President Cr David Menzel
Mayor Albert Jacob
Andrew Sharpe
David Maclennan

David MacLennan Nick Sloan WALGA President (Chair)
WALGA Deputy President
Country State Councillor
Metropolitan State Councillor
Country Elected Member
Metropolitan Elected Member
Country Chief Executive Officer
Metropolitan Chief Executive Officer
WALGA Chief Executive Officer

Senior WALGA staff are providing executive support and PwC has been appointed to facilitate meetings of the Steering Committee and to produce an Options Paper and a Final Report.

The Steering Committee has met twice. At the first meeting, held on 5 May 2022, the Committee:

- Adopted Terms of Reference
- Reviewed the Project Plan
- Considered existing governance documentation
- Discussed the project methodology, and
- Agreed five comparator organisations whose governance models would be reviewed:
  - i. Australian Hotels Association (AHA)
  - ii. Australian Medical Association (AMA)
  - iii. Chamber of Commerce and Industry WA (CCIWA)
  - iv. Chamber of Minerals and Energy (CME), and
  - v. Pharmacy Guild of WA

The comparator organisations were selected for their similarity to WALGA as membership organisations (with organisations as members) and their perceived effectiveness as advocacy peak bodies.

At the Steering Committee's second meeting, held on 8 June 2022, the Committee reviewed the governance models of comparator organisations presented by PwC and identified initial performance assessment criteria that will guide the evaluation of alternative governance model options.

The Steering Committee will be meeting again in late June to consider an Options Paper which will present alternative governance model options. The Options paper will be presented to State Council at the 6 July Strategic Forum. Member feedback will then be sought on the Options Paper during July and August.

Following member feedback, the Steering Committee will direct the development of an agenda item outlining high level principles and non-negotiables of a future governance model for the 2022 Annual General Meeting. This agenda item and debate will gauge members' views on the direction of the project.

The final report due to be completed by mid-October 2022 will be the subject of further consultation with members, including through a full round of Zone meetings in November in the lead-up to the December State Council meeting.

Substantive structural changes to WALGA's governance model will require amendments to the Constitution, which must be approved by a special (75 percent) majority at both a meeting of State Council and an Annual General Meeting. As such, any proposed changes will need to have strong support of members for Constitutional change to be ratified. The aim of the project is to put forward constitutional amendments to members at the 2023 Annual General Meeting.

#### **COMMENT**

The Best Practice Governance Review Project represents a significant opportunity to improve WALGA's governance model to improve decision making effectiveness while ensuring meaningful member representation and participation.

Past reviews since the formation of WALGA as the single Local Government sector peak body over 20 years ago have led to significant process and other improvements while the structure and composition of State Council has remained broadly unchanged. WALGA receives mixed feedback on its governance model through member surveys and other mechanisms suggesting there is room for improvement.

Any future governance model will need to balance member representation and participation in decision making processes with efficiency and strategic focus. The forthcoming Options Paper will present potential options that aim to balance competing objectives identified by the Steering Committee.

Member engagement and consultation will be crucial to the success of the project and very high levels of member support will be required for constitutional amendments to be ratified, as outlined above. Consequently, members should anticipate opportunities to contribute to the project and provide insight in relation to options put forward over coming months.

#### Note:

Mayor Rhys Williams requested that his appreciation of this process be noted, and that WALGA be commended for the commitment to continuous improvement.

President David Bolt requested that it be noted that the Shire of Murray looks forward to having an opportunity to meet with WALGA's President and CEO.

#### RESOLUTION

Moved: Mayor Rhys Williams Seconded: Cr Caroline Knight

That the update on the WALGA Best Practice Governance Review Project be noted.

**CARRIED** 

# 6.2 Meeting Attendance Protocols – Online Attendance

By Chantelle O'Brien, Zone Executive Officer

#### **BACKGROUND**

As a consequence of the Covid-19 pandemic, attendance at meetings and forums via video conference has been widely adopted as a standard practice and is, in many cases, an expectation of attendees.

While Zone meetings have historically been conducted in-person, there have been occasions when Zone meetings have been held as a fully virtual meeting due to Covid restrictions or Covid risk.

Recently, as the technical capacity to host virtual meetings (with a mix of in-person and online attendance) has developed, there has been an increase in requests from Zone Delegates to attend otherwise in-person Zone meetings via a video-conferencing platform.

The WALGA secretariat is seeking Zone guidance on this matter to put in place Zone protocols going forward.

#### COMMENT

There are several considerations regarding the suitability of hybrid meetings.

Firstly, there is an argument that in-person Zone meetings are preferable, as has been past practice, as in-person meetings (including sharing a meal and refreshments) facilitate relationship building, information sharing, networking opportunities and engagement between member Local Governments and between Local Governments and the WALGA secretariat including office bearers and senior staff.

Secondly, while there may be circumstances that prevent a Council Delegate from attending inperson, each Council has one or more Deputy Delegates who may be available to attend in-person and contribute to the meeting. For instance, it is unclear which is preferable: in-person attendance by a Deputy Delegate or online attendance by a Delegate.

Thirdly, from a meeting management perspective, there are challenges for the chairperson facilitating participation and managing a hybrid meeting, particularly given the chair may not be familiar with the technical arrangements at the host Local Government for any given meeting.

Fourthly, there are technical considerations for the host Local Government. While many Local Governments now have suitable facilities, it would be expected that the host Local Government

would provide the necessary technical support (potentially outside of business hours) to ensure the meeting can transpire smoothly.

Finally, the Zone's direction in relation to guest speakers is also sought. From the secretariat's point of view, in-person attendance by guest speakers is preferable, however there may be instances when a guest speaker is unable to attend in-person but is able to attend virtually.

From the perspective of the secretariat, there are significant benefits to continue holding Zone meetings primarily in-person – relationship building, information sharing and engagement – and there are technical and meeting management challenges associated with hybrid meetings.

On balance, it is recommended that, restrictions notwithstanding, Zone meetings continue to be held primarily in-person.

Accordingly, and given Councils appoint Deputy Delegates to ensure representation when a Delegate is unable to attend, it is recommended that preference is given to Deputy Delegate attendance in-person ahead of online Delegate attendance and the hybridisation of the meeting. If Deputy Delegate attendance is not possible, the secretariat will liaise with the host Local Government to facilitate online attendance.

If Zone meetings are to be held in a hybrid format, the secretariat will liaise with the host Local Government to check whether a hybrid meeting can be facilitated, to ensure technical setup is undertaken and to confirm technical support will be provided.

It is also recommended that the secretariat continue to liaise with the Zone Chair in relation to guest speakers, as is current practice.

#### RECOMMENDATION

That the Zone adopt the following protocols:

- 1. That, Covid-19 or other restrictions notwithstanding, Zone meetings continue to be held primarily in-person;
- 2. That, given Zone meetings are to be held primarily in-person:
  - a. first preference will be for in-person Deputy Delegate attendance, before online attendance of Delegates is considered, and
  - b. If Deputy Delegates are unable to attend in-person, the secretariat will liaise with the host Local Government with the aim of facilitating online attendance in a hybrid meeting format;
- 3. That, if Zone meetings are to be held in a hybrid format, the host Local Government will provide technical setup and support in liaison with the WALGA secretariat; and,
- 4. That the WALGA secretariat liaise with the Zone Chair in relation to attendance and arrangements for guest speakers, and if online attendance of a guest speaker is to be facilitated, the secretariat will liaise with the host Local Government to make the necessary arrangements.

#### RESOLUTION

Moved: Mayor Rhys Williams Seconded: Cr Caroline Knight

That the Zone adopt the protocol that the meeting attendance format (electronic or in person) be determined at the time that Zone meeting dates are set each year.

**CARRIED** 

# 6.3 Proposed Advocacy Position for Management of Bushfire Brigades Discussion Paper

By Susie Moir, Policy Manager Resilient Communities

President Michael Walmsley disclosed an impartiality interest in Item 6.3 as he is a member of a Bushfire Brigade.

Cr Douglas McLarty disclosed an impartiality interest in Item 6.3 as he is a member of a Bushfire Brigade.

#### **BACKGROUND**

WALGA is seeking the views of the sector on a new Advocacy Position on the management of Bushfire Brigades, as per the Discussion Paper, <u>Arrangements for Management of Volunteer Bush Fire Brigades: Proposed Advocacy Position</u>.

Western Australian Local Governments have extensive roles and responsibilities prescribed in the State Emergency Management Framework (State Framework) across the emergency management activities of prevention, preparedness, response, and recovery. Relevantly, pursuant to the *Bush Fires Act 1954*, Local Governments have responsibility for bushfire and the management of volunteer Bush Fire Brigades (BFBs).

The Paper proposes a new Advocacy Position on the management of BFBs to guide the Association's emergency management advocacy on behalf of Local Government, and in particular its engagement with the State Government on the development of the Consolidated Emergency Services Act which is expected to be released for stakeholder consultation in early 2023.

Four options are identified for the future management of BFBs:

- 1. Status quo continue with the current arrangements for management of BFBs whereby the majority are managed by Local Government and transfer arrangements are negotiated on an ad hoc basis between DFES and Local Governments (or their BFBs).
- 2. Improvements continue with the current arrangements for Local Government management of BFBs with additional support provided by the State Government with respect to increased funding and better access to training resources and other support.
- 3. Hybrid Model Local Government continues to manage BFBs where they have the capacity, capability and resources to do so; however where they do not have the capacity, capability and resources, responsibility for management of BFBs is transferred to DFES.
- 4. Transfer Responsibility for management of all BFBs is transferred to the State Government, consistent with the arrangements in other States and Territories.

#### COMMENT

Based on the feedback received from Local Governments in the WALGA Emergency Management Survey and the other considerations outlined in the paper, it is considered appropriate for the Association to support a hybrid model for the management of BFBs.

A hybrid model would enable the continued management of BFBs by those Local Governments with capacity, capability and resources to do so, while providing a framework for the transfer of the management of BFBs to the State Government where a Local Government does not.

Whatever the arrangements for future management of BFBs, it is apparent that Local Governments with responsibility for management of BFBs require additional support and resourcing which should be provided by the State Government, including:

- Development of a suite of <u>guidelines and resources</u> to assist Local Governments in their management of BFBs, particularly with respect to the discharge of obligations under the Work Health and Safety Act 2021;
- <u>Expansion of the Community Emergency Services Manager Program (CESM)</u> so that every Local Government with responsibility for managing BFBs has access to the Program if they wish to participate;
- Universal access to DFES training for BFBs; and
- Development of <u>mandatory and minimum training requirements</u> including <u>recognition of competency</u> for volunteers.

Local Governments are encouraged to provide a written response to this Paper or to complete the survey. Formal Council resolutions will assist the Association understand the sentiment of the sector on this important issue.

Questions are provided at the end of the Paper to guide feedback.

Feedback should be provided in response to the questions via email to <a href="mailto:em@walga.asn.au">em@walga.asn.au</a> by 5pm Friday 8 July 2022.

#### **RESOLUTION**

Moved: President David Bolt Seconded: Mayor Rhys Williams

That the motion tabled by the Shire of Murray be accepted for discussion.

**CARRIED** 

The report provided by the Shire of Murray was circulated prior to the meeting and is provided as an attachment to these Minutes.

#### **MOTION**

Moved: President David Bolt Seconded: Cr Douglas McLarty

#### That WALGA Peel Zone:

- 1. Supports Option 2 as presented by WALGA for the future management of Bush Fire Brigades (BFBs), being:
  - Improvements continue with the current arrangements for Local Governments of Bush Fire Brigades with additional support provided by the State Government with respect to increasing funding and better access to training resources and other support.
- 2. Requests WALGA requests that the State Government commission a discussion paper that presents a structure of a future Rural Fire Service, including a management structure, reporting structure, funding strategy, and that this be presented to all local governments for comment.
- 3. Requests that WALGA remove from its current advocacy position the word "Mandatory" and that "Minimum training requirements for Bush Fire Brigade Volunteers" be presented.
- 4. Recommends that two members of the Regional Operation Advisory Committee (ROAC) are included in a Working Party that develops a process and timeline for the transfer of responsibility for Bush Fire Brigades.
- 5. Recommends that if any Local Governments transfer the responsibility of their BFBs to DFES, that the Emergency Services Levy is not diluted and that the Local Government transferring management is expected to financially contribute in a fair and reasonable way.

**LOST 2/8** 

#### 6.4 2022 September Regional State Council Meeting

At the February meeting of the Peel Country Zone, the Zone considered an item about hosting the September Regional State Council meeting. The City of Mandurah indicated it was happy to host the State Council portion of the program.

Since then, WALGA has been in communication with the Zone Chair, President Cr Michelle Rich, and together have drafted a proposed program (shown below).

# **State Council Regional Meeting**

**Peel Country Zone** 

8 – 9 September 2022

# THURSDAY, 8 SEPTEMBER

Dress code: business casual

8:30am Meet at WALGA offices

9:00am Bus departs from WALGA offices

9:00am – 10:30am Travel to Dome Café in Byford (829 South Western

Highway)

10:30am Morning tea and presentation on regional infrastructure

developments

11:30am – 12:00pm Travel to Millbrook Winery (Old Chestnut Lane, Jarrahdale)

12:00pm – 1:00pm Lunch

1:00pm – 3:00pm Zone Forum

Introduction and welcome

Zone Chair, President Cr Michelle Rich WALGA President Cr Karen Chappel

Zone Member presentations

Shire of Boddington City of Mandurah Shire of Murray

Shire of Serpentine Jarrahdale

Shire of Waroona

3:30pm – 4:00pm Travel to The Sebel Mandurah

4:00pm Check in to The Sebel Mandurah

4:00pm – 6:00pm Free time

6:00pm – 9:00pm WALGA dinner

Dress code: smart casual

The Peninsula Bar and Restaurant

# FRIDAY, 9 SEPTEMBER

Dress code: business casual

7:00am – 7:45am Buffet breakfast at The Sebel

8:00am Bus to City of Mandurah Administration Centre

8:30am – 10:30am Strategic Forum

10:30am – 11:00am Morning tea and refreshments

11:00am – 12:30pm State Council meeting

12:30pm – 1:30pm Lunch

2:00pm Bus departs from the City of Mandurah

3:30pm Arrive at WALGA offices

Once the program is confirmed, all Zone CEOs, Presidents and Mayors will be provided with a copy of the program and asked to extend the invitation (particularly to the Zone Forum) to all senior staff and Elected Members.

The format and content of the Zone Forum is entirely at the discretion of the Zone. The 15-20 minute presentations by each Member Local Government as described in the proposed program are a recommendation only. We welcome input and ideas regarding the Forum, with the overall intention of providing the Zone an opportunity to present on topics and issues particular to the Peel area. For instance, Zone members could collaborate on presentation themes with relevance to the region.

#### **RESOLUTION**

Moved: President David Bolt Seconded: Cr Caroline Knight

That the Peel Country Zone endorses the proposed program for the September 2022 Regional State Council meeting.

**CARRIED** 

#### 7. EXECUTIVE REPORTS

# 7.1 WALGA President's Report

The State Councillor, President Michelle Rich presented the President's Report. Report was distributed with the Agenda.

#### Noted

# 7.2 State Councillor's report to the Zone

WALGA State Councillor, President Michelle Rich presented on the previous State Council meeting.

#### **Noted**

# 7.3 Department of Local Government, Sport and Cultural Industries Representative Update Report.

Department of Local Government, Sport and Cultural Industries representative, Darrelle Merrit updated the Zone on DLGSC issues.

#### **Noted**

# 8. DATE, TIME AND PLACE OF NEXT MEETING

That the next ordinary meeting of the Peel Zone will be held on 25 August 2022 at the City of Mandurah, commencing at 2pm.

**Noted** 

# 9. CLOSURE

There being no further business the Chair declared the meeting closed at 3:54pm.



# **Minutes**

**Bush Fire Advisory Committee Meeting** 

Tuesday 12 July 2022

18:00 at Council Chambers

# Bush Fire Advisory Committee – 5 July 2022 Table of Contents

1.	ATTENDANCES	
2.	ABSENT	1
3.	CONFIRMATION OF MINUTES OF MEETING	
	3.1 Confirmation of Minutes of the Bush Fire Ad 2021	•
4.	BUSINESS ARISING FROM THE PREVIOUS MEE	TING 1
5.	BUSINESS ARISING	
	<ul> <li>5.1 Structure Review - Bush Fire Advisory Com</li> <li>5.2 Election of Officers for the 2022/2023 Fire S</li> <li>5.3 Variation to the Restricted Burning Time</li> <li>5.4 2022/2023 Firebreak Notice and Other Bus</li> <li>5.5 LGIS Information for Volunteer Bush Fire F</li> <li>5.6 New Australian Fire Danger Rating System</li> </ul>	Season
6.	REPORTS – EXTERNAL AGENCIES	22
	6.5.2 Preston Beach VBFB	
7.	MOTIONS WITHOUT NOTICE FOR DISCUSSION	AT THE NEXT MEETING23
8.	NEXT MEETING	23
9.	CLOSE	

Minutes of the Bush Fire Advisory Committee meeting held at the Shire of Waroona Council Chambers at 52 Hesse Street, Waroona on Tuesday 12 July 2022 commencing at 6.00pm.

#### **Important Notes**

It should be noted that decisions of this Committee are only recommendations to and not decisions of Council. Committee recommendations should therefore not be acted on or otherwise relied upon until Council has formally considered and decided on the Committee recommendations.

#### 1. ATTENDANCES

#### **Members**

Cr. Mike Walsmley (Presiding Member), Councillor, Shire of Waroona

Mr. Peter Thurkle, CESO, Shire of Waroona

Mr. Greg Lewis, FCO, Waroona West VBFB

Mr. Brian Beales, CBFCO, Waroona VFES

Mr. Steve Thomas, FCO, Preston Beach VBFB

Mr. John Twaddle, Waroona VFES (as proxy to Mr. G Davies, FCO, Lake Clifton VBFB)

#### **Ex-Officio**

Mr. Ricky Southgate, DFES (to represent Mr. Brett Finlay, DFES)

Mr. Jayden Vitler, DBCA (to represent Mr. Robert Jordan, DBCA)

#### **Guests**

Mr. Mark Goodlet, CEO, Shire of Waroona

Mr. Keith Tarver, Sergeant, WA Police, Waroona Police

Mr. Peter Eastlake, Secretary, Preston Beach VBFB

Mrs. Kareb Oborn, Director Infrastructure and Development, Shire of Waroona

Mr. Rhys Bloxsidge, Senior Infrastructure and Development Officer, Shire of Waroona

Mr. Don Bebbington, Lieutenant, Preston Beach VBFB

#### 2. ABSENT

Mr. Gareth Davies, FCO, Lake Clifton VBFB

### 3. CONFIRMATION OF MINUTES OF MEETING

3.1 Confirmation of Minutes of the Bush Fire Advisory Committee meeting – 28 July 2021 – **Appendix 1** 

# **COMMITTEE RECOMMENDATION**

BFAC22/001

Moved: John Twaddle Seconded: Brian Beales

That the Minutes of the Bush Fire Advisory Committee meeting held on 28 July 2021 be confirmed as a true and correct record.

**CARRIED UNAMINOUSLY 6:0** 

#### 4. BUSINESS ARISING FROM THE PREVIOUS MEETING

Nil

#### 5. BUSINESS ARISING

5.1 Structure Review - Bush Fire Advisory Committee	
File Ref:	51/1
Previous Items:	Item 5.2 BFAC 10 June 2020
Applicant:	Not Applicable
Author and Title:	Rhys Bloxsidge – Infrastructure and Development
	Support Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Appendix Number	N/A

### **COMMITTEE RECOMMENDATION**

BFAC22/001

Moved: Brian Beales Seconded: Steve Thomas

The Bush Fire Advisory Committee recommend to Council that:

- 1. the following be appointed to the Bush Fire Advisory Committee as voting members:
  - a. a nominated Shire of Waroona Councillor as presiding member, or their delegate;
  - b. Shire of Waroona Community Emergency Services Officer (CESO);
  - c. a Fire Control Officer from Lake Clifton Volunteer Bush Fire Brigade;
  - d. a Fire Control Officer from Preston Beach Volunteer Bush Fire Brigade;
  - e. a Fire Control Officer from Waroona West Volunteer Bush Fire Brigade; and
  - f. a representative from the Waroona Volunteer Emergency Services unit.
- 2. the following be appointed to the Bush Fire Advisory Committee as an Ex-Officio (advisory capacity only):
  - a. a representative from the Department of Fire and Emergency Services (DFES);
  - b. two representatives from the Department of Biodiversity, Conservation and Attractions (DBCA) (one from the Swan Coastal District and one from Perth Hills District); and
  - c. the Shire of Murray Coordinator Ranger and Emergency Management or equivalent.
- 3. the structure as outlined in the 'Report Detail' section of this report be endorsed and remain in effect until otherwise amended by the Bush Fire Advisory Committee or Council.

#### **CARRIED UNAMINOUSLY 6:0**

#### **IN BRIEF**

To review the membership and structure of the Bush Fire Advisory Committee (BFAC) and provide a recommendation to Council on that structure.

#### **BACKGROUND**

The last review of the BFAC structure was undertaken in 2020. Since that time there have been some changes in personnel and roles within the organisation.

Periodic reviews ensure the Committee works effectively to support Council.

#### **REPORT DETAIL**

As per the recommendation, it is recommended include the following personnel in the BFAC.

# Voting Rights:

- Shire of Waroona councillor as presiding member (as nominated by Council);
- Shire of Waroona Community Emergency Services Officer;
- Fire Control Officer from Lake Clifton Volunteer Bush Fire Brigade;
- Fire Control Officer from Preston Beach Volunteer Bush Fire Brigade;
- Fire Control Officer from Waroona West Volunteer Bush Fire Brigade;
- Representative from Waroona Volunteer Emergency Services Unit.

### Ex-officio (Advisory Capacity Only):

- A representative from the Department of Fire and Emergency Services;
- Two representatives from the Department of Biodiversity, Conservation and Attractions (one from Perth Hills District and one from Swan Coastal District); and
- The Shire of Murray Coordinator Ranger and Emergency Management or equivalent.

The recommended revised membership provides a clear structure and continues a fair voting system with representation being spread evenly across brigades. At brigade level, elections of volunteer officer positions are undertaken annually at their respective Annual General Meetings. Their elections of Fire Control Officers will have a bearing on the BFAC personnel as it is considered appropriate that endorsed Fire Control Officers automatically become a member of the BFAC and have voting rights. In the case where two or more Fire Control Officers are endorsed by a single brigade, the brigade must stipulate who will attend the BFAC and lodge the vote on the brigade's behalf.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing
Aspiration	Maintain strong sense of community and effective community wellbeing
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Section 67 of the *Bush Fires Act 1954*Shire of Waroona Meeting Procedures Local Law 2020.

#### **SUSTAINABILITY & RISK CONSIDERATIONS**

Economic – (Impact on the Economy of the Shire and Region) Nil

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

There is no impact on the quality of life of the community.

Environment – (Impact on environment's sustainability) Not applicable.

Policy Implications

There are no policy implications and the level of risk is considered to be low if the recommendation is endorsed. The proposed membership is in accordance with the provisions of the *Bush Fires Act 1954*.

Risk Management Implications

Nil

### **CONSULTATION**

- Bush Fires Act 1954
- Council Records
- Council Staff
- Chief Bush Fire Control Officer
- Bush Fire Advisory Committee minutes

#### **RESOURCE IMPLICATIONS**

**Financial** 

Nil

Workforce

Nil

#### **OPTIONS**

The Committee has the option of recommending to Council to:

- 1. endorse the BFAC structure.
- 2. endorse an alternative BFAC structure,
- 3. reject the proposal.

#### **CONCLUSION**

It is recommended that the Committee supports the BFAC membership structure, as outlined, to support Council and enable information to be communicated effectively.

Appendix 10.1.1 A

5.2 Election of Officers for the 2022/2023 Fire Season		
File Ref:	51/1	
Previous Items:	Nil	
Applicant:	Not Applicable	
Author and Title:	Peter Thurkle – Community Emergency Services Officer Rhys Bloxsidge – Infrastructure and Development Support Officer	
Declaration of Interest:	Nil	
Voting Requirements:	Simple Majority	
Appendix Number	NA	

#### **COMMITTEE RECOMMENDATION**

BFAC22/002

Moved: Steve Thomas Seconded: Greg Lewis

The Bush Fire Advisory Committee recommend to Council:

1. to make the following appointments for the 2022/2023 Fire Season:

Chief Bush Fire Control Officer: **Steve Thomas Deputy Chief Bush Fire Control Officer(s): Greg Lewis** Fire Control Officer Lake Clifton VBFB: **Gareth Davies** Fire Control Officer Preston Beach VBFB: **Steve Thomas Fire Control Officer Waroona West VBFB: Greg Lewis Fire Control Officer Waroona VFES: Brian Beales** Fire Weather Officer: John Twaddle **Deputy Fire Weather Officer: Peter Thurkle** 

Shire Training Coordinator(s): Jess Dainton, LC VBFB

2. to support the appointment, though the Chief Executive Officer, of additional Fire Control Officers (Permit Issuing Only), as necessary for the district.

Fire Control Officer (Permit Issuing Only)

John Twaddle

Fire Control Officer (Permit Issuing Only)

Don Bebbington

**CARRIED UNAMINOUSLY 6:0** 

#### **IN BRIEF**

It is a requirement of the Bushfire Advisory Committee to recommend to Council to make appointments for various brigade roles under the *Bush Fires Act 1954*.

#### **BACKGROUND**

Brigade Fire Control Officer (FCO) and Bush Fire Control Officer (Permit Issuing Only) nominations are generally determined at brigade level at their respective Annual General Meetings (AGM) and this supports the proposed BFAC membership structure.

Annually at a BFAC meeting, nominations are generally received for appointments to the following positions.

- Chief Bush Fire Control Officer
- Deputy Chief Bush Fire Control Officer/s

- Fire Control Officers
- Fire Control Officer (Permit issuing only)
- Fire Weather Officer
- Deputy Fire Weather Officer
- Shire Training Coordinator

The Chief Executive Officer has delegated authority under Section 48 of the *Bush Fires Act 1954* to appoint Fire Control Officers in the district, inclusive of a Chief Bush Fire Control Officer, Deputy Chief Bush Fire Control Officers and Fire Weather Officers

The appointment of Fire Weather Officers requires additional formal DFES endorsement should the current Fire Weather Officer and Deputy Fire Weather Officer not be re-elected to the same roles.

Notwithstanding the Delegated Authority in place, historically BFAC recommendations for Fire Control Officer appointments and other positions have been presented to Council for formal endorsement.

At the time of the writing of this report, the nomination period for many of the roles was still open. Should no nominations be received for a particular role, nominations may be taken from the floor at the meeting.

# **REPORT DETAIL**

This report is for the Committee to support the appointment of Fire Control Officers from the Lake Clifton Volunteer Bush Fire Brigade, Preston Beach Volunteer Bush Fire Brigade, Waroona West Volunteer Bush Fire Brigade and Waroona Volunteer Fire Emergency Services unit.

Under the current structure each Shire of Waroona Brigade has one Fire Control Officer position.

In regard to Fire Control Officers, nominations have been received from the three volunteer bush fire brigades, however a nomination hasn't been from the Waroona VFES.

- Lake Clifton VBFB Greg Lewis
- Preston Beach VBFB Steve Thomas
- Waroona West VBFB Greg Lewis
- Waroona VFES .....

No brigade nominations have been submitted for Fire Weather Officer or Permit Issuing Officers for the district.

At the time of writing this report, nominations have not been received for Chief Fire Control Officer or any deputies, nor have any nominations been received for Shire Training Coordinator(s).

All Shire Rangers, the Shire of Murray Coordinator Ranger and Emergency Management (when appointed) and the Shire of Murray Manager Governance are appointed as Fire Control Officers and prosecutors within the Shire of Waroona, under the provisions of the *Bush Fire Act 1954* to support their existing regulatory and compliance roles. No changes are required in this regard.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Appendix 10.1.1 A

Theme 4	Society/Community Wellbeing
Aspiration	Maintain strong sense of community and effective community wellbeing
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Fire Control Officers, Chief Fire Control Officers and Deputy Chief Fire Control Officers

Section 38(1) of the *Bush Fires Act 1954* (Act) states that a local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers for the purposes of the Act, and of those officers shall appoint a Chief Bush Fire Control Officer and a Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it. The appointment of Fire Control Officers may be delegated to the Chief Executive Officer under Section 48 of the Act.

A local government or a person with delegated authority shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.

Fire Weather Officers and Deputy Fire Weather Officers

Under section 38(10) of the Act, a local government may appoint to the office of fire weather officer such number of senior bush fire control officers as it thinks necessary. The appointment of fire weather officers may also be delegated to the Chief Executive Officer under Section 48 of the Act. Further, the Act states:

- (a) Where more than one fire weather officer is appointed by a local government the local government shall define a part of its district in which each fire weather officer shall have the exclusive right to exercise the power conferred by the Act.
- (b) A local government may appoint one or more persons, as it thinks necessary, to be the deputy or deputies, as the case may be, of a fire weather officer appointed by the local government and where 2 or more deputies are so appointed they shall have seniority in the order determined by the local government.
- (c) Where the office of a fire weather officer is vacant or whilst the occupant is absent or unable to act in the discharge of the duties of the office, any deputy appointed in respect of that office is entitled to act in the discharge of the duties of that office.
- (d) A deputy who is one of two or more deputies of a fire weather officer is not entitled to act in the discharge of the duties of the office of that fire weather officer if a deputy who has precedence over him in the order of seniority determined by the Act is available and able to discharge those duties.
- (e) The local government shall give notice of an appointment of a fire weather officer or deputy fire weather officer to the DFES Commissioner and cause notice of the appointment to be published at least once in a newspaper circulating in its district.

(f) A fire weather officer of a local government, or a deputy fire weather officer while acting in the place of that officer, may authorise a person who has received a permit under the relevant part of the Act, to burn the bush in the district of the local government notwithstanding that for any day, or any period of a day, specified in the notice the fire danger forecast issued by the Bureau of Meteorology in Perth, in respect to the locality where the bush proposed to be burnt is situated, is "extreme" or "very high", and upon the authority being given the person, if he has otherwise complied with the conditions prescribed for the purposes of section 18, may burn the bush. This does not apply during the prohibited burning times or when a total fire ban is declared.

It ought to be noted that Fire Weather Officers must be appointed as Fire Control Officers pursuant to the Act.

Delegation by Local Governments

Section 48 of the Act states that:

- A local government may, in writing, delegate to its chief executive officer the performance of any of its functions under the Act; and
- Performance by the chief executive officer of a local government of a function delegated under subsection (1) —
  - (a) is taken to be in accordance with the terms of a delegation under this section, unless the contrary is shown; and
  - (b) is to be treated as performance by the local government.
- A delegation under this section does not include the power to subdelegate.

Shire Training Coordinator

The Shire Training Coordinator position is not an appointment specified within the Act. The BFAC and Council is requested to continue to recognise this position to assist the Shire in managing and overseeing the ongoing training requirements for volunteers.

#### SUSTAINABILITY & RISK CONSIDERATIONS

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

There are no economic impacts on the community.

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

The appointments support the community and there is no negative impact on the quality of life.

Environment – (Impact on environment's sustainability)

There is no negative impact on the natural or built environment.

#### Policy implications

There are no policy implications and the level of risk is considered to be low if the recommendation is endorsed. The proposed appointments under delegated authority are in accordance with the provisions of the *Bush Fires Act 1954*.

Risk Management Implications

Nil

# **CONSULTATION**

- Bush Fires Act 1954,
- Council Records,
- Council Staff,
- Chief Bush Fire Control Officer; and
- Bush Fire Advisory Committee minutes.

# **RESOURCE IMPLICATIONS**

**Financial** 

The cost of advertising the appointments is provided in the annual Shire of Waroona budget.

Workforce

Nil

#### **OPTIONS**

The Committee has the option of recommending to Council to:

- 1. endorse the Officer appointments, as detailed; or,
- 2. reject the proposal.

# **CONCLUSION**

The Committee recommendations supports the following appointments to ensure effective fire management, brigade and community support in the district:

- Chief Bush Fire Control Officer;
- Deputy Chief Bush Fire Control Officer;
- Fire Control Officers;
- Fire Control Officers (Bush Fire Permit issuing only);
- Fire Weather Officer;
- Deputy Fire Weather Officer; and,
- Shire Training Coordinator/s.

5.3 Variation to the Restricted Burning Time	
File Ref:	60/1
Previous Items:	Nil
Applicant:	Not Applicable
Author and Title:	Peter Thurkle – Community Emergency Services Officer Rhys Bloxsidge – Infrastructure and Development Support Officer
Declaration of Interest: Nil	
Voting Requirements:	Simple Majority
Appendix Number	NA

#### **COMMITTEE RECOMMENDATION**

BFAC22/003

Moved: Brian Beales Seconded: Greg Lewis

#### That the BFAC recommend to Council:

 to request the FES Commissioner to formally vary the Restricted Burning Time in the district, pursuant to the *Bush Fires Act 1954*, by specifically deleting the Restricted Burning Time period - 1 April to 31 May (inclusive) and replace with 1 April to 15 May (inclusive).

#### **CARRIED UNAMINOUSLY 6:0**

#### **IN BRIEF**

To consider a variation to the Restricted Burning Time in the district.

#### **BACKGROUND**

The Restricted Burn Time is proposed to be shortened by two weeks.

### **REPORT DETAIL**

There are two primary reasons leading to the proposal to shorten the Restricted Burning Time by two weeks.

Firstly, both the neighbouring Shires of Harvey and Murray have a Restricted Burning Time between 1 April to 15 May (inclusive). Adopting the recommendation would be a first step in ensuring consistency with Restricted Burn Times for the three local governments.

Secondly, seasonal conditions over the past several years has seen reasonable amounts of rainfall in the early parts of May, meaning that there is reduced risk is permitted landowners to burn without permits in the second half of May. In the future, if little rain falls in the early stages of May, the Restricted Burning Time can be varied through an extension to reduce risk.

Shortening the Restricted Burning Time will also reduce the workload of the local bush fire brigades as well.

### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing
---------	-----------------------------

# Appendix 10.1.1 A

Aspiration	Maintain strong sense of community and effective community wellbeing
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Bush Fires Act 1954

- s. 18. Restricted burning times may be declared by FES Commissioner
- (1) Nothing contained in this section authorises the burning of bush during the prohibited burning times.
- (2) The FES Commissioner may, by notice published in the Gazette, declare the times of the year during which it is unlawful to set fire to the bush within a zone of the State mentioned in the notice except in accordance with a permit obtained under this section and with the conditions prescribed for the purposes of this section, and may, by subsequent notice so published, vary that declaration or revoke that declaration either wholly or for the purpose of substituting another declaration for the declaration so revoked.
- (3) Where by declaration made under subsection (2) restricted burning times have been declared in respect of a zone of the State then, subject to such variations (if any) as are made under that subsection from time to time, those restricted burning times shall have effect in respect of that zone in each year until that declaration is revoked.
- (4) A copy of the Gazette containing a declaration published under subsection (2) shall be received in all courts as evidence of the matters set out in the declaration.

#### SUSTAINABILITY & RISK CONSIDERATIONS

Economic – (Financial impact to the community)

There are no economic impacts on the community.

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

The recommendation supports the community by permitting additional time to manage their own burn programs.

Environment – (Impact on environment's sustainability)

There is no change in impact on the environment's sustainability.

#### Policy Implications

There are no policy implications other than a modification to the Shire's Firebreak Notice.

#### Risk Management Implications

Whilst there is some risk is shortening the Restricted Burning Time, it is envisaged the risk can be adequately mitigated through the powers of the Chief Bushfire Control Officer who can exercise discretion and vary the Restricted Burning Time year by year should conditions be considered too dry.

#### **CONSULTATION**

- Bush Fire Advisory Committee
- Council Records
- Council Staff enforcement officers

## **RESOURCE IMPLICATIONS**

Financial

Nil

Workforce

Nil

# **OPTIONS**

The Committee has the option of:

- 1. supporting the recommendation to Council to vary part of the Restricted Burning Time in the district from 1 April to 31 May (inclusive) to 1 April to 15 May (inclusive); or,
- 2. rejecting the recommendation and retaining the current Restricted Burning Times in the district.

# **CONCLUSION**

The proposed variation to the Restricted Burning Time ensures consistent with both the Shire of Murray and Shire of Harvey and is conducive to recent weather patterns in the district.

# Appendix 10.1.1 A

5.4 2022/2023 Firebreak Notice and Other <i>Bush Fire Act 1954</i> Notices Appendices 3, 4 and 5	
File Ref:	60/1
Previous Items:	Nil
Applicant:	Not Applicable
Author and Title:	Peter Thurkle – Community Emergency Services Officer Rhys Bloxsidge – Infrastructure and Development Support Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Appendix Number	2, 3 and 4

#### **COMMITTEE RECOMMENDATION**

BFAC22/004

Moved: Brian Beales Seconded: Steve Thomas

#### That the BFAC recommend to Council to:

- 1. adopt the Shire of Waroona Firebreak Notice, as attached at Appendix 2, subject to amending the end of the notice period to 15 April to ensure consistency with the recommendation (BFAC22/003) to vary the Restricted Burning Time;
- 2. adopt the limitations relating to Camp and Cooking Fires within the district during the prohibited burning time, as attached at Appendix 3;
- adopt the limitations relating to the Burning of Garden Refuse within the district, as attached at Appendix 4, subject to amending the end of the notice period to 15 April to ensure consistency with the recommendation (BFAC22/003) to vary the Restricted Burning Time; and,
- 4. approve the publication of the Firebreak Notice, Camp and Cooking Fire Notice and Burning of Garden Refuse Notice in accordance with the provisions of the *Bush Fires Act 1954*, before 30 September 2022.

### **CARRIED UNAMINOUSLY 6:0**

### **IN BRIEF**

To determine the Shire of Waroona Firebreak Notice and other notices to manage bush fire related matters within the district.

# **BACKGROUND**

The last comprehensive review of the Shire of Waroona Firebreak Notice was undertaken in 2019/2020.

#### REPORT DETAIL

The Shire of Waroona Firebreak Notice is made pursuant to the powers conferred in s.33 of the *Bush Fires Act 1954* (the Act). In its current form it is reasonably functional and provides sufficient means to direct landowners to take actions to implement works to prevent the outbreak or spread or extension of a bush fire within the district.

Within the previously adopted Firebreak Notice there were provisions relating to limitations on Camp and Cooking Fires and the Burning of Garden Refuse in the district.

Recent advice, via other Local Governments after consultation with the Department of Fire and Emergency Services, suggested that these two notices made respectively under S24G(2) and 25(1a) of the Act should not be included within the Firebreak Notice, they should be standalone notices published separately.

The proposed Shire of Waroona Firebreak Notice with the Camp and Cooking Fires and the Burning of Garden Refuse) provisions removed, is detailed at **Appendix 3** for consideration and recommendation to Council

The proposed standalone Camp and Cooking Fires and the Burning of Garden Refuse notices, are detailed at **Appendix 4 and 5** for consideration.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing
Aspiration	Maintain strong sense of community and effective community wellbeing
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Section 33 of the *Bush Fires Act 1954* provides a local government the ability to make a Notice requiring all owners or occupiers of land within the district to take measures for preventing the outbreak of a bush fire, or for preventing the spread or extension of a bush fire which may occur.

Section 24G (2) of the *Bush Fires Act 1954* provides a local government the ability, by notice published in the Gazette and a newspaper circulating in its district, to prohibit or impose restrictions on the burning of garden refuse within its district that is otherwise permitted under section 24F of the Act.

Section 25 (1) (1a) of the Bush Fires Act 1954 provides a local government the ability, by notice published in the Gazette and a newspaper circulating in its district, to prohibit or prohibit the lighting of fires in the open air in its district for the purpose of camping or cooking for such period during the prohibited burning times as is specified in the notice.

#### **SUSTAINABILITY & RISK CONSIDERATIONS**

Economic – (Financial impact to the community)
Nil

Social – (Quality of life to community and/or affected landowners) Nil

Environment – (Impact on environment's sustainability)

Policy Implications

Nil

Nil

#### Risk Management Implications

The respective notices ensure landowners are aware of their obligations regarding fires and burning, which should reduce risk of bush fire. All landowners are sent a copy of the notices with their annual rates statements to increase awareness.

# **CONSULTATION**

- Bush Fire Advisory Committee
- Council Records
- Council Staff enforcement officers

# **RESOURCE IMPLICATIONS**

#### **Financial**

Funds are provided in the Shire of Waroona Annual Budget to publish bush fire related information annually.

Workforce

Nil

#### **OPTIONS**

The Committee has the option of:

- 1. supporting the recommendation presented; or,
- 2. not supporting the recommendation presented and supporting modified forms of any of the notices.

#### **CONCLUSION**

The current Shire of Waroona Firebreak Notice is effective and applies a reasonable minimum standard of fire prevention requirements across land categories in the district to prevent the spread or extension of a bushfire, and the Notice prescribes additional abilities to manage higher risk land by way of Special Works Orders.

Removing the two notices relating to limitations on Camp and Cooking Fires and the Burning of Garden Refuse in the district from the Firebreak Notice and publishing these as sperate notices supports recent advice.

5.5 LGIS Information for Volunteer Bush Fire Fighters		
<b>File Ref</b> : 51/1		
Previous Items:	Nil	
Applicant:	Not Applicable	
Author and Title:	Rhys Bloxsidge – Infrastructure and Development	
	Support Officer	
<b>Declaration of Interest:</b>	Nil	
<b>Voting Requirements:</b>	Simple Majority	
Appendix Number	5 and 6	

#### **COMMITTEE RECOMMENDATION**

BFAC22/005

Moved: Steve Thomas Seconded: Greg Lewis

That the BFAC recommend to Council that the LGIS Manual Task Risk Assessments and Job Dictionary for volunteer bush fire fighters are:

- a. required to be put onto the agenda for discussion at each of the local brigades' next meetings;
- b. made available for inspection at each of the local brigades' depots; and
- c. provided by each local brigade to new members.

**CARRIED UNAMINOUSLY 6:0** 

#### **IN BRIEF**

LGIS has released new resources for volunteer bush fire fighters.

#### **BACKGROUND**

The LGIS injury prevention team have carried out an assessment of the demands placed on a volunteer bush fire fighter. Subsequently, LGIS has released a manual task risk assessment manual and a job dictionary. These documents are attached at **Appendix 5** and **6**.

#### REPORT DETAIL

The manual task risk assessments manual outline the primary tasks carried out by a volunteer bush fire fighter and identify:

- the environment where the task occurs;
- critical physical demands of the task;
- · forceful and muscular exertions of the task;
- · repetition and duration; and
- the work/task organization environment.

The job dictionary includes a breakdown of each job role outlining the physical demands (such as lifting, pulling and walking), the postural demands (such as height of bending, reaching) and the frequency of these demands. Psychological risk is also addressed in the job dictionary.

Both documents appear to be useful tools for volunteers, especially new volunteers who have just signed up.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing
Aspiration	Maintain strong sense of community and effective community wellbeing
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.

#### **OTHER STRATEGIC LINKS**

Nil

## **STATUTORY ENVIRONMENT**

Nil

#### **SUSTAINABILITY & RISK CONSIDERATIONS**

Economic – (Financial impact to the community)

Nil

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

The documents should assist volunteer fire fighters and enable prospective volunteers the chance to learn of the types of jobs and associated risks that will be encountered in the role.

Environment – (Impact on environment's sustainability)

Nil

Policy Implications

Nil

Risk Management Implications

The documents should assist in the mitigation of risk of injury for volunteers.

#### **CONSULTATION**

Nil

# **RESOURCE IMPLICATIONS**

**Financial** 

Nil

Workforce

Nil

### **OPTIONS**

The Committee has the option of:

- 1. supporting the recommendation presented; or,
- 2. not supporting the recommendation presented.

#### **CONCLUSION**

The LGIS documents appear to be useful tools and should benefit existing, new and prospective volunteer bush fire fighters. In order to promote their relevance, the recommendation will increase awareness of the documents.

#### Appendix 10.1.1 A

5.6 New Australian Fire Danger Rating System		
File Ref:	60/1	
Previous Items:	Nil	
Applicant:	Not Applicable	
Author and Title:	Rhys Bloxsidge – Infrastructure and Development Support Officer	
Declaration of Interest:	Nil	
Voting Requirements:	Simple Majority	
Appendix Number	7	

#### **COMMITTEE RECOMMENDATION**

BFAC22/006

Moved: John Twaddle Seconded: Brian Beales

#### That the BFAC recommend to Council to:

- 1. Note the new Australian Fire Danger Rating System;
- 2. Update the Shire website and any Shire-produced documentation affected by the new rating system once the changes come into effect; and
- 3. Include the information sheet attached at Appendix 8 with the upcoming mail out of the Rates Notice.

#### **CARRIED UNAMINOUSLY 6:0**

#### **IN BRIEF**

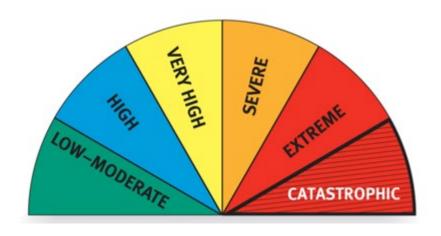
A new Australia-wide fire danger rating system will be introduced on 1 September 2022. Fire danger ratings are displayed on signs in suitable locations.

The way in which the ratings are determined is also being updated, which in turn will affect the declaration of Total Fire Bans, Harvest Vehicle Movement Bans and burning under a permit.

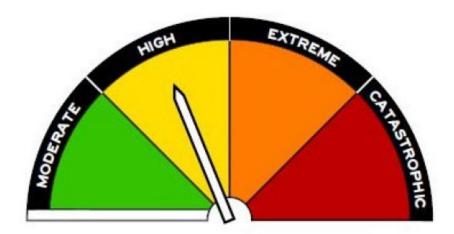
#### **BACKGROUND**

The Australian Fire Danger Rating System Program is redesigning the forecasting of fire danger in Australia. The program is of national significance and is being developed collaboratively with state and territory governments. An information sheet is included as **Appendix 7**. This sheet can also be obtained electronically from DFES.

The current rating system entails six different ratings, as shown below.



The new rating system will be simplified and only entail four ratings, as shown below.



The author is aware of only one fire danger rating sign in the Shire of Waroona. This sign is at the corner of Scarp Road and Inverell Road. The Shire will apply to DFES to have the sign replaced with a new sign reflecting the improved rating system.

#### **REPORT DETAIL**

The current rating system is largely based on 60-year-old science applied on a large scale New technology and research has greatly improved the ability to more accurately predict fire behaviour and the potential threat to the community.

The new rating system will have four levels with action-orientated messages to encourage people to take action:

Moderate – Plan and prepare High – be ready to act Extreme – take action now to protect life and property Catastrophic – For your survival, leave bushfire risk areas

There is also a white strip on the under 'Moderate' for days when no proactive action is required.

Currently there are inconsistencies in how jurisdictions determine and communicate fire danger ratings. By implementing a national system, wherever people are in Australia they will see and be able to access consistent fire danger advice.

The program will also apply eight of the most contemporary fire behaviour models to the rating system. This will see a move to a Fire Behaviour Index (FBI) that provides a much more accurate scale of potential fire behaviour based on weather conditions and the applicable model.

DFES has recommended that information about the new rating system is included in the upcoming Rates Notice mail out.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing
---------	-----------------------------

#### Appendix 10.1.1 A

Aspiration	Maintain strong sense of community and effective community wellbeing	
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.	

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

The new fire danger rating system will require modifications to the *Bush Fires Act 1954* and associated Regulations.

#### SUSTAINABILITY & RISK CONSIDERATIONS

Economic – (Financial impact to the community)

There are no economic impacts on the community.

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

The new fire danger rating system will provide a consistent approach across Australia,

Environment – (Impact on environment's sustainability)

There is no change in impact on the environment's sustainability.

Policy Implications

There are no policy implications.

Risk Management Implications

The new fire danger rating system will ensure consistency across Australia, which will enable people to familiarize themselves with one type of system. This will ultimately enable people to prepare themselves more appropriately in an event of a bush fire should they be in unfamiliar areas and reduce the risk of being impacted by the fire.

#### **CONSULTATION**

Nil.

#### **RESOURCE IMPLICATIONS**

Financial

Nil

Workforce

Nil

#### **OPTIONS**

Given the new Australian Fire Danger Rating System is being introduced in September 2022 across Australia, it is considered that the officer recommendation is either:

- 1. Supported as presented; or
- 2. Supported in an amended form should the Committee form the view that the recommendation can be improved.

Not supporting the notion of the recommendation is not considered an option in this case.

#### **CONCLUSION**

The new fire danger rating system is considered an improvement on the existing system and will enable a consistent approach Australia-wide and ensure improved performance in regard to assessing the potential threat of fire.

#### 6. REPORTS – EXTERNAL AGENCIES

#### 6.1 Chief Bush Fire Control Officer's Report

Brian Beales spoke of the number of call-outs carried out by the Waroona VFES and noted that the Waroona VFES has undertaken a lot of work outside of the Shire.

#### 6.2 Shire Training Officers Report

Steve Thomas advised that the previous CESM had training responsibilities but was now satisfied that training responsibilities has been returned to the brigades (through the appointment of Jess Dainton).

#### 6.3 **DFES Representative Report**

Ricky Southgate advised that additional DFES fire fighting vehicles would be made available to the brigades for controlled burns if required.

#### 6.4 **DBCA Representative Report**

Jayden Vitler advised that the DBCA has undertaken three significant controlled burns around Dwellingup and noted that it was possible that the DBCA would conduct a significant controlled burn in the Shire of Waroona in spring 2022.

#### 6.5 Volunteer Brigade Reports

#### 6.5.1 Lake Clifton VBFB

John Twaddle spoke on behalf of Gareth Davies and advised that it was a quiet season for the brigade.

#### 6.5.2 Preston Beach VBFB

Steve Thomas noted that Covid had interrupted their operations somewhat but advised that the brigade had attended several fires. Further, the brigade's membership was higher.

#### 6.5.3 Waroona West VBFB

Greg Lewis advised that the brigade did not attend many fires due to the quiet season, and lost a few members.

#### 6.5.4 Waroona VFES

Brian Beales advised that the VFES has taken delivery of a new tanker recently. He also advised that members had come and gone, but the current members were pushing each other to attend training courses.

# Page 23 Appendix 10.1.1 A

#### 7. MOTIONS WITHOUT NOTICE FOR DISCUSSION AT THE NEXT MEETING

Nil

#### 8. **NEXT MEETING**

To be held June 2023.

#### 9. CLOSE

The Presiding Member declared the meeting closed at 6.55pm.



# **APPENDICES**

5 JULY 2022

BUSH FIRE ADVISORY COMMITTEE MEETING



# **Minutes**

**Bush Fire Advisory Committee Meeting** 

Wednesday 28 July 2021

1.	ATT	TENDANCES	1
2.	ABS	SENT	1
3.	CON	NFIRMATION OF MINUTES OF MEETING	1
	3.1	Confirmation of Minutes of the Bush Fire Advisory Committee meeting – <b>Appendix 1</b> – 10 June 2020	
4.	BUS	SINESS ARISING FROM THE PREVIOUS MEETING	2
5.	BUS	SINESS ARISING	2
	5.1 5.2	Election of Officers for the 2021/2022 Fire Season – Appendix 2 2021/2022 Firebreak Notice - Appendix 3	2 8
6.	REP	PORTS – EXTERNAL AGENCIES	11
	6.1 6.2 6.3 6.4 6.5 6.6 6.7	Chief Bush Fire Control Officer's Report -Appendix 4 Shire Training Officers Report – Appendix 5 Community Emergency Services Co-ordinator Report – Appendix 6. Bushfire Risk Planning Co-ordinators Report 0 Appendix 7 DFES Representative Report – Appendix 8 DBCA Representative Report – Appendix 9 Volunteer Brigade Reports 6.7.1 Lake Clifton VBFB – Appendix 10 6.7.2 Preston Beach VBFB – Appendix 11 6.7.3 Waroona West VBFB – Appendix 12 6.7.4 Waroona VFES	1111111111111111
7.	МОТ	TIONS WITHOUT NOTICE FOR DISCUSSION AT THE NEXT MEETING	12
8.	NEX	KT MEETING	12
9.	CLO	DSE	12

Minutes of the Bush Fire Advisory Committee meeting held at the Shire of Waroona Council Chambers at 52 Hesse Street, Waroona on Wednesday 28 July 2021 commencing at 6:30pm.

#### **Important Notes**

It should be noted that decisions of this Committee are only recommendations to and not decisions of Council. Committee recommendations should therefore not be acted on or otherwise relied upon until Council has formally considered and decided on the Committee recommendations.

#### 1. ATTENDANCES

#### **Members**

Cr. M Walmsley (Presiding Member)

Mr. G Stevens

Mr. G Davies

Mr. S Thomas

Mr. G Lewis

Mr. B Beales

Councillor, Shire of Waroona

CESC, Shire of Murray/Shire of Waroona

FCO, Lake Clifton VBFB

Captain/FCO, Preston Beach VBFB

FCO, Waroona West VBFB

FCO, Waroona VFES

#### **Ex-Officio**

Mrs. S Hull
MRES, Shire of Murray/Shire of Waroona
Mr. B Finlay
District Officer – Wellington, DFES

#### **Guests**

Mr. R Marlborough
Mr. J Twaddle
Mr. P MacDonald

Manger Governance, Shire of Murray
Representative, Waroona VFES
Captain, Lake Clifton VBFB

#### 2. ABSENT

#### **Ex-Officio**

Mr. R Jordan Representative, DBCA

#### Guests

Ms. D Walker BRPC, Shire of Waroona

#### 3. CONFIRMATION OF MINUTES OF MEETING

3.1 Confirmation of Minutes of the Bush Fire Advisory Committee meeting – **Appendix 1** – 10 June 2020

#### **COMMITTEE RECOMMENDATION**

BFAC21/001

Moved: J Twaddle

That the Minutes of the Bush Fire Advisory Committee meeting held on 10 June 2020 be confirmed as a true and correct record.

#### **CARRIED UNANIMOUSLY 6:0**

The Shire of Waroona Council received and noted the minutes of the Shire of Waroona Bush Fire Management Committee meeting held on 28 July 2021 at the 24 August 2021 Ordinary Council Meeting as per resolution OCM21/08/112.

#### 4. BUSINESS ARISING FROM THE PREVIOUS MEETING

Nil

#### 5. BUSINESS ARISING

5.1 Election of Officers for the 2021/2022 Fire Season – Appendix 2		
File Ref:	51/1	
Previous Items:	Nil	
Applicant:	Not Applicable	
Author and Title:	Gavin Stevens, Community Emergency Services	
	Coordinator	
Declaration of Interest:	Nil	
Voting Requirements:	Simple Majority	
Appendix Number	2	

#### **COMMITTEE RECOMMENDATION**

BFAC21/002 Moved: B Beales

The Bush Fire Advisory Committee recommend to Council -

1. to make the following appointments for the 2021/2022 Fire Season:

Chief Bush Fire Control Officer: Mr. Brian Beales

**Deputy Chief Bush Fire** 

**Control Officer:** 

Mr. Greg Lewis

Fire Control Officers: Mr. Gareth Davies – Lake Clifton VBFB

Mr. Steve Thomas – Preston Beach VBFB Mr. Greg Lewis – Waroona West VBFB Mr. Brian Beales – Waroona VFES

Fire Weather Officer: Mr. John Twaddle

Deputy Fire Weather Officer: Community Emergency Services Coordinator

**Shire Training Coordinator/s:** Mr. Steve Thomas

**Community Emergency Services Coordinator** 

2. to support the appointment, though the Chief Executive Officer of additional Fire Control Officers (Permit Issuing Only), as necessary for the district.

**CARRIED UNANIMOUSLY 6:0** 

Committee Recommendation BFAC21/002 was carried by the Council at the 24 August 2021 meeting as per resolution OCM21/08/113.

#### **IN BRIEF**

For the Bush Fire Advisory Committee (BFAC) to recommend to Council appointments under the *Bush Fires Act 1954*, as outlined.

#### **BACKGROUND**

Brigade Fire Control Officer (FCO) nominations are undertaken at brigade level through a formal meeting process, normally at respective brigade Annual General Meetings (AGM) and this is supported though Council's existing BFAC membership structure.

Annually at a BFAC meeting, nominations are received for appointments to the following positions.

- Chief Bush Fire Control Officer
- Deputy Chief Bush Fire Control Officer/s
- Fire Control Officers
- Fire Control Officer (Permit issuing only)
- Fire Weather Officer
- Deputy Fire Weather Officer
- Shire Training Coordinator

The Chief Executive Officer has the delegated authority under Section 48 of the *Bush Fires Act 1954* to appoint Fire Control Officers, inclusive of a Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officers and Fire Weather Officers. The appointment of Fire Weather Officers requires additional DFES endorsement.

Notwithstanding the Delegated Authority in place, historically BFAC recommendations for Fire Control Officer appointments and other positions have been presented to Council for formal endorsement.

#### REPORT DETAIL

The report presented is for the Committee to support the appointment of the brigade representative Fire Control Officers from the Lake Clifton Volunteer Bush Fire Brigade, Preston Beach Volunteer Bush Fire Brigade and Waroona West Volunteer Bush Fire Brigade, and the Waroona Volunteer Fire Emergency Services Unit and make the above recommendation to Council.

Under the current structure each Shire of Waroona Brigade has one Fire Control Officer position. Written nominations, as detailed at **Appendix 2** have been received from the Waroona VBFB's and Waroona VFES for FCO appointments -

- Mr. Gareth Davies Lake Clifton VBFB
- Mr. Steve Thomas Preston Beach VBFB
- Mr. Greg Lewis Waroona West VBFB
- Mr. Brian Beales Waroona VFES

No brigade nominations have been submitted for Fire Weather Officer or Permit Issuing Officers for the district.

Nominations have been received from Mr Brian Beales and Mr Steve Thomas for the position of Chief Bush Fire Control Officer.

Mr Gregory Lewis has provided a nomination for Deputy Chief Bush Fire Control Officer. Mr Brian Beales and Mr Steve Thomas have provided a nomination for the position of Deputy Chief Bush Fire Control Officer should they not be successful during any vote for the Chief Bush Fire Control Officer position.

Additionally, Mr Steve Thomas has forwarded a nomination for the Shire Training Coordinator position.

There were no nominations for Fire Weather Officer from the eligible Fire Control Officers and so nominations were called from the floor by the Chairperson. Mr John Twaddle AFSM was nominated by Mr Gavin Stevens and Mr Brian Beales was nominated by Mr Greg Lewis. A silent vote was conducted and Mr John Twaddle was appointed as the Fire Weather Officer.

All Shire Rangers, the Community Emergency Service Coordinator (CESC), the Bushfire Risk Planning Coordinator (BRPC), Shire of Murray Manager Ranger and Emergency Services (MRES) and the Shire of Murray Manager Governance are appointed as Fire Control Officers and prosecutors, as required, under the provisions of the *Bush Fire Act* 1954 at the time of their employment. There is no need to appoint or amend the appointments of these officers. The Community Emergency Service Coordinator (CESC) remains the Deputy Fire Weather Officer and the Shire Training Coordinator.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing	
Aspiration	Maintain strong sense of community and effective community wellbeing	
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.	

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Fire Control Officers & Chief & Deputy Chief Fire Control Officers.

Section 38(1) of the *Bush Fires Act 1954* ('**Act**') states that a local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of the Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it. The appointment of Fire Control Officers may be delegated to the Chief Executive Officer under Section 48 of the Act.

A local government or a person delegated the authority shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.

Fire Weather & Deputy Fire Weather Officers

Section 38(6)(c) An approved local government may appoint to the office of fire weather officer such number of senior bush fire control officers as it thinks necessary. The appointment of Fire Weather officers may also be delegated to the Chief Executive Officer under Section 48 of the Act.

- (ca) Where more than one fire weather officer is appointed by a local government the local government shall define a part of its district in which each fire weather officer shall have the exclusive right to exercise the power conferred by paragraph (h).
- (cb) An approved local government may appoint one or more persons, as it thinks necessary, to be the deputy or deputies, as the case may be, of a fire weather officer appointed by the local government and where 2 or more deputies are so appointed they shall have seniority in the order determined by the local government.
- (cc) Where the office of a fire weather officer is vacant or whilst the occupant is absent or unable to act in the discharge of the duties of the office, any deputy appointed in respect of that office under paragraph (cb) is, subject to paragraph (cd), entitled to act in the discharge of the duties of that office.
- (cd) A deputy who is one of 2 or more deputies of a fire weather officer is not entitled to act in the discharge of the duties of the office of that fire weather officer if a deputy who has precedence over him in the order of seniority determined under paragraph (cb) is available and able to discharge those duties.
- (d) The local government shall give notice of an appointment made under paragraph (c) or (cb) to the Authority and cause notice of the appointment to be published at least once in a newspaper circulating in its district and the Authority shall cause notice of the appointment to be published once in the *Government Gazette*.
- (h) A fire weather officer of an approved local government, or a deputy of that fire weather officer while acting in the place of that officer, may authorise a person who has received a permit under section 18(6)(a), to burn the bush in the district of the local government notwithstanding that for any day, or any period of a day, specified in the notice the fire danger forecast issued by the Bureau of Meteorology in Perth, in respect to the locality where the bush proposed to be burnt is situated, is "extreme" or "very high", and upon the authority being given the person, if he has otherwise complied with the conditions prescribed for the purposes of section 18, may burn the bush.
- (i) This subsection does not authorise the burning of bush during the prohibited burning times.

Note: Fire Weather Officers must be appointed as Fire Control Officers pursuant to Section 38(6)(c).

#### Section 48 Delegation by local governments

- (1) A local government may, in writing, delegate to its chief executive officer the performance of any of its functions under this Act.
- (2) Performance by the chief executive officer of a local government of a function delegated under subsection (1)
  - (a) is taken to be in accordance with the terms of a delegation under this section, unless the contrary is shown; and
  - (b) is to be treated as performance by the local government.
- (3) A delegation under this section does not include the power to sub-delegate.
- (4) Nothing in this section is to be read as limiting the ability of a local government to act through its council, members of staff or agents in the normal course of business.

The Shire Training Coordinator position is not an appointment specified within the Act. Council is requested to continue to recognise this position to assist the Shire in managing and overseeing the ongoing training requirements for volunteers.

#### **SUSTAINABILITY & RISK CONSIDERATIONS**

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

There are no economic impacts on the community.

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

The appointments support the community and there is no negative impact on the quality of life.

Environment – (Impact on environment's sustainability)

There is no negative impact on the natural or built environment.

#### Policy implications

There are no policy implications and the level of risk is considered to be low if the recommendation is endorsed. The proposed appointments under delegated authority are in accordance with the provisions of the *Bush Fires Act 1954*.

Risk Management Implications

Nil

#### **CONSULTATION**

- Bush Fires Act 1954,
- Council Records,
- Council Staff.
- Chief Bush Fire Control Officer, and;
- Bush Fire Advisory Committee minutes.

#### **RESOURCE IMPLICATIONS**

**Financial** 

The cost of advertising the appointments is provided in the annual Shire of Waroona budget.

Workforce

Nil

#### **OPTIONS**

The Committee has the option of recommending to Council to:

- 1. Endorse the Officer appointments, as detailed; or,
- 2. Reject the proposal.

#### Appendix 10.1.1 B

#### **CONCLUSION**

The Committee recommendations supports the following appointments to ensure effective fire management, brigade and community support in the district -

- Chief Bush Fire Control Officer;
- Deputy Chief Bush Fire Control Officer;
- Fire Control Officers;
- Fire Control Officers (Bush Fire Permit issuing only);
- Fire Weather Officer;
- Deputy Fire Weather Officer; and,
- Shire Training Coordinator/s.

5.2 2021/2022 Firebreak Notice - Appendix 3		
File Ref: 60/1		
Previous Items:	Nil	
Applicant:	Not Applicable	
Author and Title:	Gavin Stevens, Community Emergency Services	
	Coordinator	
<b>Declaration of Interest:</b>	Nil	
Voting Requirements:	Simple Majority	
Appendix Number	3	

#### **COMMITTEE RECOMMENDATION**

BFAC21/003

Moved: J Twaddle

#### **That Council:**

- Notes that the Shire of Waroona Firebreak Notice adopted at the Ordinary Council Meeting on 23 June 2020 (OCM20/06/094) and published in the Government Gazette on 4 September 2020 remains in effect without amendment; and,
- 2. supports the publication of the Firebreak Notice, in accordance with the provisions of the *Bush Fires Act 1954*, before 30 September 2021.

#### **CARRIED UNANIMOUSLY 6:0**

Committee Recommendation BFAC21/003 was carried by the Council at the 24 August 2021 meeting as per resolution OCM21/08/114.

#### IN BRIEF

Acknowledge support for the current Shire of Waroona Firebreak Notice ('Notice'), as previously adopted.

#### **BACKGROUND**

During 2019/2020 fire season Ranger and Emergency Services identified a number of inadequacies and enforcement issues with the Shire of Waroona Firebreak Notice. As a consequence, a post fire season debrief around the enforcement was conducted on 19 May 2020.

A firebreak notice for the district was then developed following the debrief and consultation process. This Notice was presented to the Bush Fire Advisory Committee (BFAC) at its meeting on 10 June 2020. Subsequently Council adopted the Notice at the Ordinary Council Meeting on 23 June 2020.

#### **REPORT DETAIL**

Given the prior comprehensive review and the short timeframe available to send the Notice with the annual rates advice, it is suggested that BFAC recommend to Council that current Shire of Waroona Firebreak Notice, as provided at **Appendix 3** continues without amendment, other than minor changes to Fire Control Officers details and contact numbers.

#### SHIRE OF WAROONA STRATEGIC COMMUNITY PLAN

Theme 4	Society/Community Wellbeing	
Aspiration	Maintain strong sense of community and effective community wellbeing	
Strategy 4.09	Work in partnership with other agencies to effectively plan for and coordinate various emergency services.	

#### **OTHER STRATEGIC LINKS**

Nil

#### STATUTORY ENVIRONMENT

Section 33 of the *Bush Fires Act 1954* provides a local government the ability to make a Notice requiring all owners or occupiers of land within the district to take measures for preventing the outbreak of a bush fire, or for preventing the spread or extension of a bush fire which may occur.

#### SUSTAINABILITY & RISK CONSIDERATIONS

Economic – (Financial impact to the community)

Nil

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

No amendments are suggested to the current Notice and this provides continuity and support landowner compliance.

Environment – (Impact on environment's sustainability)

Nil

Policy Implications

Nil

#### Risk Management Implications

Risk Level	Comment
Low	The level of negative community feedback will likely be low as no change to the current Notice is proposed.

#### **CONSULTATION**

- Bush Fire Advisory Committee
- Council Records
- Council Staff enforcement officers

#### **RESOURCE IMPLICATIONS**

**Financial** 

Funds are provided in the Shire of Waroona Annual Budget to publish the Notice annually.

Workforce

Nil

#### **OPTIONS**

The Committee has the option of:

- 1. support the recommendation presented; or,
- 2. reject the recommendation and commence making a new Notice or amend the current Notice to present to Council for consideration.

#### **CONCLUSION**

The current Shire of Waroona Firebreak Notice is effective and applies a reasonable minimum standard of fire prevention requirements across land categories in the district to prevent the spread or extension of a bushfire, and the Notice prescribes additional abilities to manage greater risk by way of Special Works Orders. It is recommended that BFAC endorse the recommendation presented.

#### Appendix 10.1.1 B

#### 6. REPORTS – EXTERNAL AGENCIES

#### 6.1 Chief Bush Fire Control Officer's Report - Appendix 4

A report was submitted as per **Appendix 4**.

#### 6.2 Shire Training Officers Report - Appendix 5

A report was submitted as per Appendix 5.

#### 6.3 Community Emergency Services Co-ordinator Report – Appendix 6

A report was submitted as per **Appendix 6**.

#### 6.4 Bushfire Risk Planning Co-ordinators Report – Appendix 7

D Walker was an apology. A report was submitted as per Appendix 7.

#### 6.5 **DFES Representative Report – Appendix 8**

A report was submitted as per Appendix 8.

#### 6.6 **DBCA Representative Report – Appendix 9**

Robert Jordan – DBCA Senior Ranger was an apology but provided the following information and attachments;

- 4 Prescribed Burns conducted this season locally
- 3 of these have concentrated on building separation zones around Martins Tank
- In the indicative burn program for next season a focus on the area north of Lake Clifton between Tims Thicket and White Hills Road and West of Forrest Highway

Please see below the Autumn burn achievements for clear fell and hardwood for the Swan Coastal District as requested.

- Hardwood 13 burns & total hectares 2333
- Softwood Clear-fell 3 burns & total hectares 536

A map is attached in **Appendix 9**.

#### 6.7 Volunteer Brigade Reports

#### 6.7.1 Lake Clifton VBFB - Appendix 10

A report was submitted as per **Appendix 10**.

#### 6.7.2 Preston Beach VBFB - Appendix 11

A report was submitted as per **Appendix 11**.

#### 6.7.3 Waroona West VBFB - Appendix 12

A report was submitted as per **Appendix 12**.

#### 6.7.4 Waroona VFES

Captain is in Canada on deployment, only 41 incidents this year instead of the usual 70+ which is the quietest in a long time. Membership is steady and VFES is looking to get all members active.

#### 7. MOTIONS WITHOUT NOTICE FOR DISCUSSION AT THE NEXT MEETING

#### Triple 0 calls:

Discussed false calls to triple zero. Brett Finlay provided advice that under legislation that all triple 0 calls are investigated. Far better to investigate than it be missed and life involvement.

#### Permits:

Reminder to encourage permit writers to tell people running burns to notify COMCEN.

#### 8. **NEXT MEETING**

To be advised.

#### 9. CLOSE

Thanks, given to John for his work and all BFAC members and brigades encouraged to support the new leadership.

There being no further business the Presiding Member declared the meeting closed the time being 7:24pm.

#### **BUSH FIRES ACT 1954**

#### Shire of Waroona

#### **FIREBREAK NOTICE**

Pursuant to Section 33 of the *Bush Fires Act 1954*, all owners and/or occupiers of land are required to carry out fire prevention work in accordance with the requisitions of this Notice on or before 30 November each calendar year or within fourteen days of the date of becoming the owner or occupier of the land, should this be after 30 November. All work specified in this Notice is to be maintained up to and including 30 April the following calendar year

#### **Definitions**

For the purpose of this Notice the following definitions apply:

- "Authorised Officer" means a person authorised by the Shire of Waroona and appointed as a Bush Fire Control Officer.
- "Bushfire Management Plan" means a plan that has been developed and approved by the Shire of Waroona to reduce and mitigate fire hazards within a particular subdivision, lot or other area of land anywhere in the district.
- "Driveway" means the point of access (driveway) to a habitable building that is accessible for both conventional two wheel drive vehicles and firefighting appliances that is totally clear of all vegetation, trees, bushes, shrubs and other objects or things encroaching into the vertical clearance of the driveway. If a driveway to a habitable building is longer than 50 metres in length from a public road, a clear turn around area with a 10 metre radius is to be provided.
- "Firebreak" means a strip of land that has been cleared of all trees, bushes, grasses and any other object or thing or flammable vegetation material to a trafficable surface leaving clear bare mineral earth. This includes the trimming back and removal of all overhanging trees, bushes, shrubs and any other object or thing over the vertical clearance of the fire break area. Firebreaks constructed on road verges do not constitute a legal firebreak.
- "Fire Management Plan" has the same meaning as "bushfire management plan"
- "Fuel Depot/Storage Area" means an area of land, a building or structure where fuel (i.e. petrol, diesel, kerosene, liquid gas or any other fossil fuel) is kept in any container or other manner in commercial quantities.
- "Flammable Material" means any plant, tree, grass, vegetable, substance, object, thing or material (except living flora including live standing trees) that may or is likely to catch fire and burn or any other item deemed by an authorised officer to be capable of combustion.
- "Habitable Building" means a dwelling, work place, place of gathering or assembly and includes a building used for storage or display of goods or produce for sale by wholesale in accordance with classes 1-9 of the Building Code of Australia.

The term habitable building includes attached and adjacent structures like garages, carports, verandahs or similar roofed structure(s) that are attached to, or within 6 metres of the dwelling or primary building.

- "Outbuilding" means any structure, shed, building, storage facility or structure or alike built for any purpose outside of the definition of the "habitable structure" definition.
- "Haystack" means any collection of hay including fodder rolls placed or stacked together that exceeds 100 cubic metres in size (e.g. 5m x 5m x 4m), whether in a shed, other structure or in the open air.
- "Plantations" means any area of planted pines, eucalypt, hardwood or softwood trees exceeding 3 hectares in area.
- "Shed" has the same meaning as outbuilding.

"Size" means a size of an individual parcel or lot of land as recorded in the Shire of Waroona property Rates Register or land database.

1 hectare = 10,000m<sup>2</sup> = 2.47 acres

1 acre = 4.046.86m<sup>2</sup> = 0.4046 hectare

"Trafficable" means to be able to travel from one point to another in a 4x4 fire appliance on a clear surface, unhindered without any obstruction that may endanger resources. A firebreak is not to terminate in a dead end without provision for egress to a safe place or a cleared turn around area of 17.5 metre radius.

"Vertical Clearance" means the height of the space above the full width of the firebreak or driveway that must be kept clear of all obstructions and vegetation to a minimum height of 4.5 metres from the ground.

"Zoning" means the land zoning description as recorded in the Shire of Waroona property Rate database.

#### **Fire Prevention Requirements**

#### 1. All Land 4050m<sup>2</sup> or greater

- (a) A 3 metre wide firebreak shall be constructed and maintained inside all external boundaries as close as practicable, but within 50 metres of the boundaries so as to form a continuous firebreak around the land.
- (b) A 3 metre wide firebreak is to be constructed and maintained immediately surrounding all outbuildings, sheds, haystacks, groups of buildings and fuel depots/storage areas situated on the land.
- (c) A 3 metre wide driveway to be installed and maintained; and,
- (d) All flammable material within 20 metres of a habitable building is to be reduced and maintained to a height of less than 5 centimetres.

#### 2. All Land 4049m<sup>2</sup> or less

- (a) All flammable material on the entire property is to be reduced and maintained to a height of less than 5 centimetres; and,
- (b) All land within this category definition requires a 3 metre wide private driveway to be installed and maintained.

#### 3. Plantations

- (a) Boundary Firebreaks All property boundaries must have a 15 metre firebreak installed. The outer 10 metres will be cleared of all flammable material while the inner 5 metres, i.e. that portion closest to the trees, may be kept in a reduced fuel state, i.e. by slashing or grazing grass to a height of less than 5 centimetres. This includes the trimming back of all overhanging limbs, bushes, shrubs and any other object encroaching into the vertical clearance above outer 10 metres of the firebreak area.
- (b) **Internal Firebreaks** Plantation area must be subdivided into areas not greater than 30 hectares, separated by 6 metre wide firebreaks. This includes the trimming back of all overhanging limbs, bushes, shrubs and any other object encroaching into the vertical clearance of the firebreak area.
- (c) **Public Roads and Railway Reserves** Firebreaks shall be constructed and maintained immediately inside any boundary that adjoins a public road and/or railway reserve. The specifications will be the same as for "Boundary Firebreaks" on Plantations.
- (d) **Power Lines** Firebreaks shall be provided along power lines where they pass through or lie adjacent to Plantations. The specification of the width and the height of clearing shall be in accordance with Western Power specifications.
- (e) All Plantations shall comply with requirements contained in the Department of Fire and Emergency Services (DFES) Guidelines for Plantation Fire Protection.

#### 4. Storage of Cut or Stockpiled Timber Products

On all land in the district except, land specified as Industrial, Non Ratable or Reserve Land the owner or occupier of the land shall not keep or permit to be kept any cut, stockpiled or windrowed timber products (manufactured or natural) unless the material is in piles of less than 15 metres long, 5 metres wide and 3 metres high. Every pile of cut, stockpiled or windrowed timber product larger than 12 cubic metres is to be completely surrounded by a 10 metre wide firebreak.

#### 5. Variations

If it is considered to be impractical for any reason to clear firebreaks or establish other arrangements as required by this Notice, the owner or occupier of land in the district may apply for a variation prior to 14 November each calendar year to arrange an onsite inspection to discuss alternate methods of fire prevention. Variations may be approved by the Shire for a 1, 3 or 5 year period, subject to the owner and/or occupier of the land remaining the same. If a request to vary this Notice is not approved, the requirements of this Notice apply.

#### 6. Bushfire Management Plans

Where a Bushfire Management Plan (BMP) exists for a specified area or property as required by the Local Planning Scheme or subdivision approval or for an individual or group of properties, compliance with all requirements of the BMP are required in addition to any further requirements within this Notice.

#### 7. Special Works Order

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

A separate Special Works Order may be issued to individual landowners pursuant to Section 33 of the *Bush Fires Act 1954* to carry out further hazard removal and/or reduction work with respect to anything upon the land, where in the opinion of an authorised officer it is likely to be conducive to the outbreak and/or the extension of a bush fire.

#### 8. Dates to Remember

**Restricted Burning Time:** 1 October to 30 November each year (inclusive) and 1 April to 15 May each year (inclusive, and as varied pursuant to Section 18 of the Bush Fires Act 1954).

Fire permits must be obtained from your relevant Fire Control Officer for burning off during the restricted burning time. Prior to commencement of a burn you are required to notify the Shire of Waroona Administration Office of time/s, date/s and location number/s.

**Prohibited Burning Time**: 1 December to 31 March each year (inclusive, and as varied pursuant to Section 17 of the *Bush Fires Act 1954*).

The above dates are subject to variation and any alterations will be published in a local newspaper circulating within the district.

#### 9. Penalties

The penalty for failing to comply with this Notice is a fine not exceeding \$5,000. A person in default is also liable whether prosecuted or not to pay the costs of performing the work directed by this Notice if it is not carried out by the owner and/or occupier by the date required by this Notice.

This notice supersedes and replaces all previous Fire Break Notices published.

Mark Goodlet
Chief Executive Officer

#### **BUSH FIRES ACT 1954**

#### Shire of Waroona

#### **BURNING OF GARDEN REFUSE**

Notice is hereby given to all owners and/or occupiers of land within the Shire of Waroona that the Council pursuant to the powers conferred in Section 24G(2) of the *Bush Fires Act 1954* approved the following requirements at its Ordinary Council Meeting on xxxxxxxxxxxx to prohibit and impose restrictions on the burning of garden refuse within the district that would otherwise be permitted under section 24F of the Act.

The burning of garden refuse or rubbish is prohibited on all land under 4,000m2 (square metres) in size during the Limited Burning Time that would otherwise be permitted under Section 24F.

For the purposes of this Clause 'Limited Burning Time' means 1 October each calendar year through until 31 May the following calendar year (inclusive, and as varied pursuant to Sections 17 & 18 of the *Bush Fires Act 1954*).

On land larger than 4,001m2 the burning of garden waste and rubbish that would otherwise be permitted under Section 24F is prohibited absolutely during the Prohibited Burning Time.

The effect of this clause is that the burning of garden refuse or rubbish in an incinerator or on the ground on land that is 4,000m2 or less in size is prohibited during the Limited Burning Time and the burning of garden refuse or rubbish in an incinerator or on the ground is prohibited on all land within the district during the Prohibited Burning Time.

In addition to the above restrictions, garden refuse burnt on the ground is burnt in accordance with this clause if –

- (a) there is no flammable material (other than that being burnt) within 5 metres of the fire at any time while the fire is burning;
- (b) the fire is lit between 6pm and 11pm and is completely extinguished before midnight on the same day;
- (c) at least one person is present at the site of the fire at all times until it is completely extinguished;
- (d) only one pile (up to one cubic metre in size) is burnt at a time;
- (e) when the fire is no longer required, the person ensures that the fire is completely extinguished by the application of water or earth; and,
- (f) the person intending to light the fire must telephone the Department of Fire and Emergency Services Communications Centre (COMCEN) immediately prior to igniting, on 9395 9209 or 1800 198 140,

but excluding any time when there is in force a fire danger forecast issued for that place by the Bureau of Meteorology in Perth of 'catastrophic', 'extreme', 'high', or a Total Fire Ban (TFB) is in effect, or any other prohibition is in effect under the *Bush Fires Act 1954*.

<b>14</b> 1 0 11 1
Mark Goodlet
Chief Executive Office

#### **BUSH FIRES ACT 1954**

#### Shire of Waroona

#### **CAMP AND COOKING FIRES**

Notice is hereby given to all owners and/or occupiers of land within the Shire of Waroona that the Council pursuant to the powers conferred in Section 25(1a) of the *Bush Fires Act 1954* approved the following requirements at its Ordinary Council Meeting on xxxxxxxxxxxx that the lighting of camp or cooking fires is prohibited on all land within the Shire of Waroona during the Prohibited Burning Time.

This prohibition does not apply to a gas appliance which does not consume solid fuel comprising of a fire, the flame of which is encapsulated by the appliance.

Mark Goodlet
Chief Executive Officer



# MANUAL TASK RISK ASSESSMENTS

Volunteer Bushfire Fighter

# **CONTENTS**

OVERVIEW	4
MANUAL TASK RISK ASSESSMENT	6
Light Tanker Operation	6
Risk Factor Assessment	7
MANUAL TASK RISK ASSESSMENT	8
Tanker Operation	8
Risk Factor Assessment	9
MANUAL TASK RISK ASSESSMENT	11
Rolling and Unrolling Lay-flat hoses	11
Risk Factor Assessment	12
MANUAL TASK RISK ASSESSMENT	14
Active Fire Suppression	14
Risk Factor Assessment	15
MANUAL TASK RISK ASSESSMENT	17
Drip Torch Operation	17
Risk Factor Assessment	18
MANUAL TASK RISK ASSESSMENT	20
Vehicle Checks	20
Risk Factor Assessment	21
MANUAL TASK RISK ASSESSMENT	23
Knapsack Spraying	23
Risk Factor Assessment	24
MANUAL TASK RISK ASSESSMENT	26
Support Roles	26
Risk Factor Assessment	27
MANUAL TASK RISK ASSESSMENT	29
Use of Rakehoe	29
Risk Factor Assessment	30
MANUAL TASK RISK ASSESSMENT	32
Miscellaneous Hand Tools	32
Risk Factor Assessment	33

## Appendix 10.1.1 B

MANUAL TASK RISK ASSESSMENT	
General Equipment Lifting	35
Risk Factor Assessment	36
CONTACT DETAILS	38

# **OVERVIEW**

	Volunteer Bushfire Fighter (V	/BF)	
Position description	Volunteer Bushfire Fighters (VBF) are charged with protecting rural and pastoral areas against the threat and damage caused by bushfires and are on-call at all times.		
	They may chose when to respond to a call out. They carry out fire prevention, such as prescribed burning, risk management, and active fire suppression.		
	VBF's are trained in personal and team safety, fire suppression methods, emergency vehicle driving (on and off road), first aid, radio communications and emergency management procedures.		
	An MR license is required to operate the large tankers, which can be automatic or manual.		
	All VBF's must undergo 4 days of minimal skills training in bushfire safety awareness and firefighting skills.		
	Shifts may be up to 12 hours, however fatigue their immediate local area, but can also assist in		
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.		
	Other hazards such as dust, smoke, ash, water, fire repellent, noise, insects, reptiles and other hazardous fumes.		
	Tools		
	Bolt cutters	Axe (2kg)	
	Shovel	Rakehoe	
	Adjustable wrench	Pliers	
	Claw hammer	Pipe wrench	
	Hack saw	Crow bar	
	Equipment		
	Drip torch (6kg)	Dolphin torch	
	Suction hoses	Fast fill pump (38kg)	
Tools / Equipment / PPE	Flat hoses (7-8kg uncharged, 35-42kg charged)	2 way radio	
	Stand-pipe/key	Hose couplings	
	Light tanker	Crow bar	
	1.4, 2.4 and 4.4 tankers	Burnover blankets	
	Class A foam drums (22kg)	Traffic cones (4kg)	
	Road signs	Knap Sack (20kg)	
	PPE (Total weight 10kg)		
	Helmet	Goggles	
	Jacket (Proban treated)	Gloves	
	Pants (Proban treated)	Full face respirator	
	Lace-up/zip steel capped structural fire boots	Half face respirator	
	Head torch		

#### **Critical Physical** Frequent prolonged standing **Demands:** Frequent prolonged walking Frequent prolonged sitting Frequent fine motor control Frequent push/pull forces up to 50kg Frequent carrying up to 20kg between waist and shoulder height Frequent trunk flexion Frequent trunk rotation Frequent hip and knee flexion 0-100 degrees Frequent elbow and shoulder flexion 0-150 degrees Frequent heat exposure Occasional lifting floor to above shoulder height up to 8kg Occasional lifting floor to shoulder height up to 20kg Occasional full body vibration exposure Work/task Oral comprehension – radio and phone communications; talking with team members in organisation vehicle and on fire grounds environment: Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds Writing – passenger in vehicle completing risk assessments and other documentation Diagrammatic – reading and following maps for rapid response

constant changing conditions

when blacking out to prevent re-ignition

public and vehicles in the vicinity of incidents

Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to

Complex problem solving – deciding most appropriate action to take in current situation Memory – procedures and correct firefighting techniques; memory of members of the

Attention to detail – to ensure safety when not only active fire suppression but also

Social perceptiveness – understanding bystander's body language and gestures.

Work with a group or team – always working in groups or teams

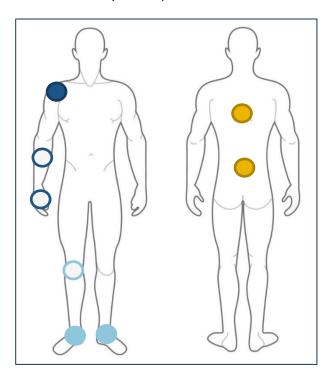
# MANUAL TASK RISK ASSESSMENT

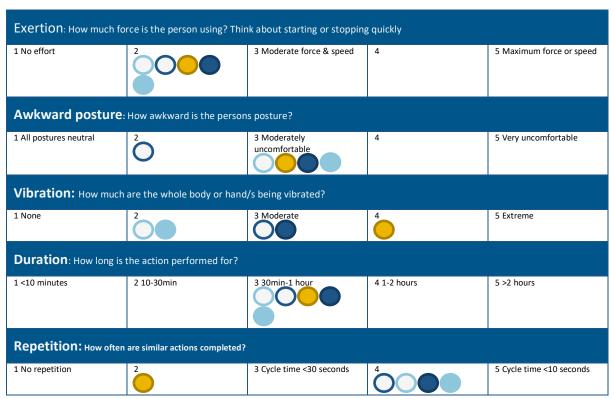
## **Light Tanker Operation**

Task Description	Light Tankers (500L) are operated by 2 people, the driver and passenger. They are used to transport personnel, equipment to the fire ground and firefighting operations.
	The cab is accessed from ground level, as per a standard light vehicle. They can be manual (primarily) or automatic, and require a standard C-class drivers' license to operate.
	The passenger is generally in charge of navigation and completing required paperwork and risk assessments.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant sitting</li> <li>Frequent fine motor control</li> <li>Constant use of foot pedals</li> </ul>
Forceful/muscular exertions:	Dependant on terrain, exposure high jerky forces; vehicle seats do not provide airsuspension.
Repetition and duration:	The fire ground may be anywhere from a few minutes to a few hours' drive from the brigade base.
Work/task organisation environment:	<ul> <li>Driving under lights and sirens can be quite an adrenaline rush, especially for new VBFs</li> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Writing – passenger in vehicle completing risk assessments and other documentation</li> <li>Diagrammatic – reading and following maps for rapid response</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when not only active fire suppression but also when blacking out to prevent re-ignition</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Social perceptiveness – understanding bystander's body language and gestures.</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

#### Risk Factor Assessment

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



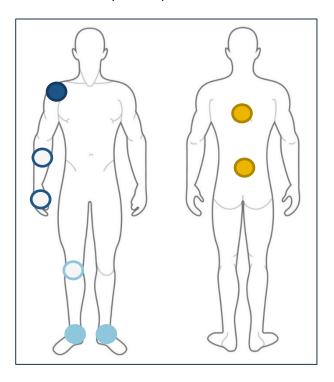


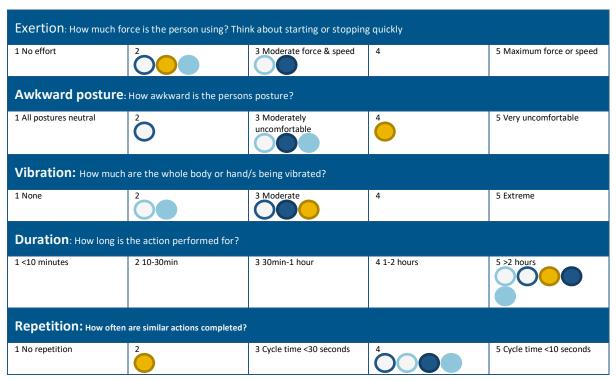
# MANUAL TASK RISK ASSESSMENT

### **Tanker Operation**

Task Description	The 1.4, 2.4 and 4.4 tankers (see below) operate with a crew of 3 or 4 people, and are used to transport personnel, equipment to the fire ground and firefighting operations.
	They can be automatic (primarily) or manual vehicles and require an MR license to operate.
	Cab access is via 2 vertical steps, the first being 50cm from the ground. 3 points of contact must be maintained at all times when accessing and egressing the cab or tray platform, with above shoulder height handles within the cab and tray platform.  1.4: 1000L tank with 4wd capability 2.4: 2000L tank with 4wd capability 4.4: 4000L tank with 4wd capability
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant sitting</li> <li>Frequent fine motor control</li> <li>Constant use of foot pedals</li> <li>Occasional above shoulder height reach</li> <li>Occasional use of vertical steps (up to 500mm)</li> <li>Trunk rotation of front passenger during communication with those in rear seats</li> </ul>
Forceful/muscular exertions:	<ul> <li>Access and Egress from cab – two vertical step – 500mm step height.</li> <li>Air suspension driver seat, passengers may be exposed to jerky, high forces due to terrain.</li> <li>Passengers in rear bench are not provided seats with suspension</li> </ul>
Repetition and duration:	Travel time between destinations varies from 15 minutes to over 4 hours.
Work/task organisation environment:	<ul> <li>Driving under lights and sirens can be quite an adrenaline rush, especially for new VBFs</li> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Writing – passenger in vehicle completing risk assessments and other documentation</li> <li>Diagrammatic – reading and following maps for rapid response</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when not only active fire suppression but also when blacking out to prevent re-ignition</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Social perceptiveness – understanding bystander's body language and gestures.</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.





# Manual Task Images OC NAT BAGS WELFARE WELFARE MAND TOOLS WIT BAGS WELFARE MAND TOOLS WELFARE M

Figure 1: Example of light tanker vehicle operated by 2 people teams.

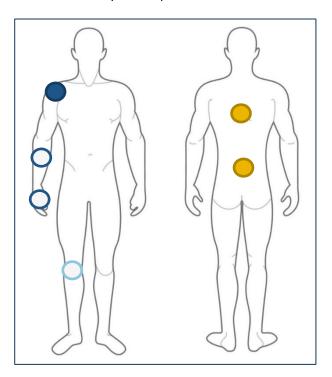


Figure 2: Example of tanker vehicle, generally 3 people teams.

## Rolling and Unrolling Lay-flat hoses

Task Description	Lay-flat hoses are used for water delivery. They are stored in the tray of the tankers, and must be unrolled and re-rolled before and after use. Two main techniques of rolling are Dutch and Centre roll.
	They are a minimum of 10m long out to 30m and come in 3 thicknesses (20mm, 38mm and 64mm).
	They weigh between 10 and 15kg depending on diameter when uncharged. When charged, they weigh between 40-42kg.
	The hoses are taken from the side of the tankers, usually stored above shoulder height, and are rolled out using an underarm rolling technique (Dutch Rolled) or held at shoulder height and walked out using a circular motion to unroll the hose (Centre Rolled).
	When the hoses are uncharged, they are manually rolled back up, using one or two people to assist, and placed back on the tanker for storage.
	They are connected to the tanker via manually operated couplings. Couplings can be pushed on, twisted on or clipped on.
	Multiple lengths may be connected via couplings, and varying branches are fitted dependent on task.
	Hoses may also been wound back in using hose reels.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Occasional above shoulder height reach</li> <li>Occasional floor to above shoulder lift up to 8kg</li> <li>Occasional push/pull forces up to 42kg</li> <li>Occasional fine motor control</li> <li>Occasional trunk flexion</li> </ul>
Forceful/muscular exertions:	<ul> <li>Floor to above shoulder height lifting</li> <li>Holding loads away from body when storing hoses</li> <li>Underarm rolling of hose</li> <li>Sustained trunk flexion, whilst holding load and rolling hose</li> <li>Movement of charged hoses</li> <li>Flake hose technique – requires two people, high hand grip force exerted.</li> </ul>
Repetition and duration:	<ul> <li>This task can last between 30min – 2hours depending on quantity and VBFs available.</li> <li>Each hose takes between 1-3mins to roll up</li> <li>Between 1-6 hoses are rolled up by each VBF</li> </ul>
Work/task organisation environment:	<ul> <li>Attention to detail – hoses must rolled correctly to ensure ease of use for next incident</li> <li>Memory – procedures and correct hose rolling techniques.</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



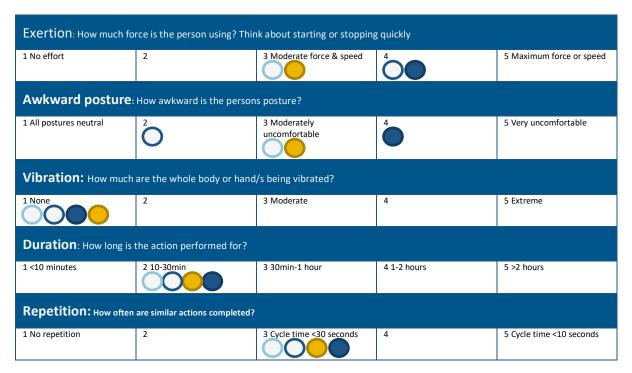




Figure 3: Example of unrolling flay lay hose

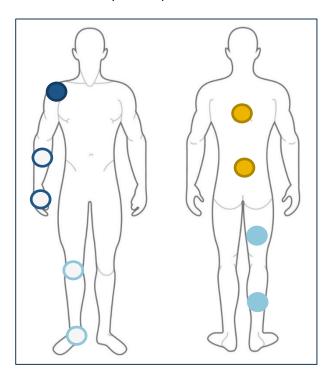


Figure 2: Example of unrolling flay lay hose (Note awkward trunk flexion postures)

## **Active Fire Suppression**

Task Description	This is when a fire is being actively fought.			
	The hose operator holds the hose, while the second person (backup) acts as a support and director of the hose for the hose operator. The backup person holds the weight and points the hose in the direction it is required.			
	These roles are swapped every 15 minutes approximately, depending on fatigue levels.			
	If using the hose reel, a single operator can complete this task; incident dependant.			
	A charged hose weighs around 40kg, and must be dragged across uneven ground, often in dense bush and hilly terrain.			
	Multiple hoses may be joined together.			
	The hose is be tucked under the operators arm (preferred technique), or propped on the shoulder (not preferred), depending on volunteer preference.			
	The fire may be fought from the ground or from the platform of the tankers and can use lay-flat hoses, live reels and water monitors.			
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.			
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Constant walking</li> <li>Constant push/pull forces 40kg</li> <li>Frequent fine motor control</li> <li>Frequent 10kg lift floor to chest height</li> <li>Frequent above shoulder lift 10kg</li> </ul>			
Forceful/muscular exertions:	<ul> <li>Floor to above shoulder height lifting</li> <li>Holding loads away from body</li> <li>Sustained trunk flexion, whilst holding charged hose</li> <li>Sustained grip and hold of charged hose</li> <li>Movement of charged hoses</li> </ul>			
Repetition and duration:	<ul> <li>Active fire suppression can be ongoing for a whole 12 hour shift.</li> <li>The hose operator directs the spray of the hose, while the second person acts as a support prop for the hose operator.</li> <li>These roles are swapped every 15 minutes, depending on fatigue levels.</li> </ul>			
Work/task organisation environment:	<ul> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when actively completing fire suppression</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Work with a group or team – always working in groups or teams</li> </ul>			

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



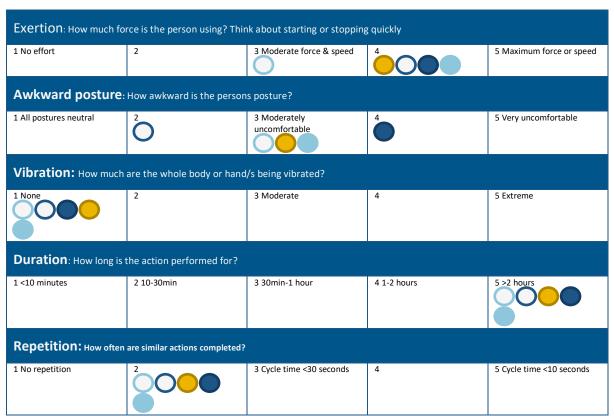




Figure 4: Example of active fire suppression (Note environmental risk exposures)

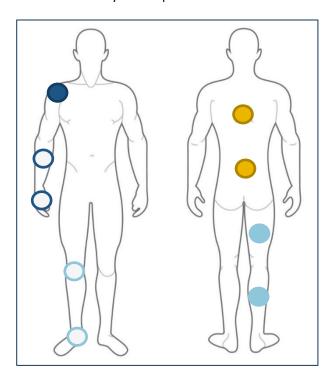


Figure 2: Example of active fire suppression

## **Drip Torch Operation**

Task Description	Drip torches are hand held devices used for controlled burning purposes.		
	When full of fuel, they weigh 6kg.		
	Controlled burning can last an entire shift.		
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.		
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Constant walking</li> <li>Constant carrying 6kg</li> <li>Frequent fine motor control</li> <li>Frequent lifting 6kg ground to shoulder height</li> </ul>		
Forceful/muscular exertions:	<ul> <li>Floor to above chest height lifting</li> <li>Holding loads away from body</li> </ul>		
Repetition and duration:	<ul> <li>This task can last between 30min – 4hours depending on VBFs available.</li> <li>Repetitive movement of hand/arm</li> <li>Can cover up to 4km by foot completing tasks</li> </ul>		
Work/task organisation environment:	<ul> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Diagrammatic - reading and following maps for rapid response</li> <li>Critical thinking - thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail - to ensure safety when completing preventative burns</li> <li>Complex problem solving - deciding most appropriate action to take in current situation</li> <li>Memory - procedures and correct techniques.</li> <li>Social perceptiveness - understanding bystander's body language and gestures.</li> <li>Work with a group or team - always working in groups or teams</li> </ul>		

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



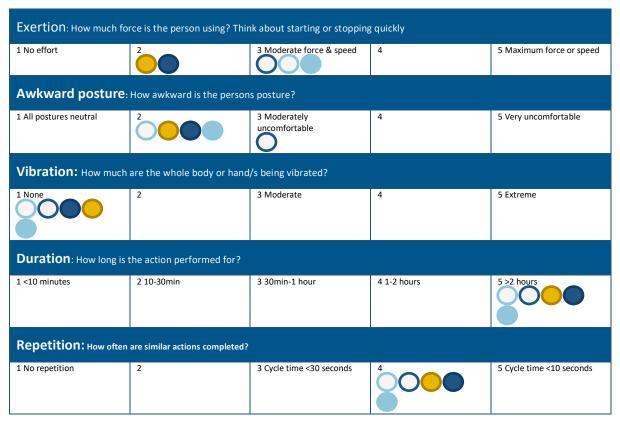




Figure 5: Example of drip torch use (Note grip, arm and neck postures.

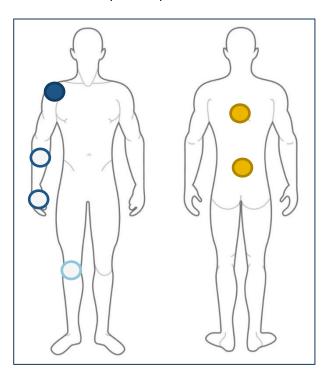


Figure 2: Example of drip torch use (Note environment risk factors)

#### **Vehicle Checks**

Task Description	Visual checks of all vehicles is carried out on weekly and monthly schedule; involving inspection of tyres, electrics, petrol, water and oil levels, equipment lockers and hose reel. The weekly checks take approximately 15mins; and the monthly checks up to an hour.  Vehicle check are encouraged to be completed once returning from an incident.
Environment where task/s occurs:	Outdoors, on station extreme heat, and shift work.
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Constant walking</li> <li>Occasional trunk flexion</li> <li>Occasional fine motor control</li> </ul>
Forceful/muscular exertions:	<ul> <li>Waist to above shoulder height lifting</li> <li>Holding loads away from body</li> </ul>
Repetition and duration:	The weekly checks take approximately 15mins; and the monthly checks up to an hour.
Work/task organisation environment:	<ul> <li>Attention to detail – to ensure all checks are completed and equipment is functioning</li> <li>Memory – procedures and correct techniques.</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



<b>Exertion</b> : How much force is the person using? Think about starting or stopping quickly					
1 No effort	2	3 Moderate force & speed	4	5 Maximum force or speed	
Awkward posture	: How awkward is the person	s posture?			
1 All postures neutral	2	3 Moderately uncomfortable	4	5 Very uncomfortable	
Vibration: How much	Vibration: How much are the whole body or hand/s being vibrated?				
1 None	2	3 Moderate	4	5 Extreme	
<b>Duration</b> : How long is	<b>Duration</b> : How long is the action performed for?				
1 <10 minutes	2 10-30min	3 30min-1 hour	4 1-2 hours	5 >2 hours	
Repetition: How often are similar actions completed?					
1 No repetition	2	3 Cycle time <30 seconds	4	5 Cycle time <10 seconds	



Figure 6: Example of sustained standing postures required when completing a vehicle inspection

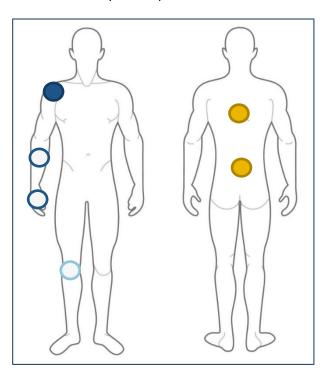


Figure 2: Example of awkward postures required when completing a vehicle inspection.

## **Knapsack Spraying**

Task Description	Knapsack sprayers are used to contain small spot fires or maintain control of fires that have been extinguished. They hold a volume of 20L, weighing 20kg when full. The knapsack should be filled once already on the operators back.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant standing or walking</li> <li>Constant carrying 20kg</li> <li>Constant fine motor control</li> <li>Walking on uneven surfaces</li> </ul>
Forceful/muscular exertions:	<ul> <li>Lifting and carrying knapsack on back</li> <li>Push/pull action to spray water</li> </ul>
Repetition and duration:	<ul> <li>This task can last between 10-30min depending on VBFs available.</li> <li>Repetitive movement of hand/arm</li> <li>Can cover up to 2km by foot completing tasks</li> </ul>
Work/task organisation environment:	<ul> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when actively completing spraying</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



Exertion: How much	force is the person using? Th	ink about starting or stoppin	ng quickly	
1 No effort	2	3 Moderate force & speed	4	5 Maximum force or speed
Awkward postur	<b>'e</b> : How awkward is the perso	ons posture?		
1 All postures neutral		3 Moderately uncomfortable	4	5 Very uncomfortable
Vibration: How mu	ch are the whole body or han	d/s being vibrated?		
1 None	2	3 Moderate	4	5 Extreme
Duration: How long	is the action performed for?			
1 <10 minutes	2 10-30min	3 30min-1 hour	4 1-2 hours	5 >2 hours
Repetition: How off	en are similar actions completed	1?		
1 No repetition	2	3 Cycle time <30 seconds	4	5 Cycle time <10 seconds



Figure 7: Example of knapsack spraying

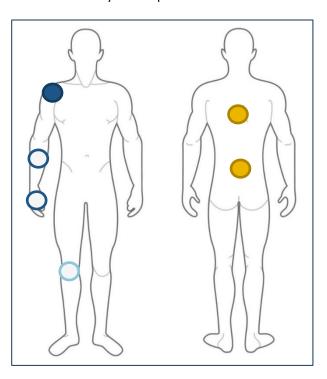


Figure 2: Example of knapsack spraying (training image)

## **Support Roles**

Task Description	Support roles encompass those not directly on the fire ground, including those operating in the incident control centre. This role involves communicating with all key personnel and agencies via phone, radio and computer, conducting risk assessments and forming strategies.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
	Can also be performed from the rear of the Fire warden vehicle
Critical Physical Demands:	<ul> <li>Frequent standing</li> <li>Frequent sitting</li> <li>Frequent fine motor control</li> </ul>
Forceful/muscular exertions:	Nil
Repetition and duration:	<ul> <li>This task can last between 30min – 12hours depending on VBFs available.</li> <li>Repetitive movement of hand/arm</li> </ul>
Work/task organisation environment:	<ul> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Writing – record keeping, completing risk assessments and other documentation</li> <li>Diagrammatic – reading and following maps for rapid response</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



<b>Exertion</b> : How much force is the person using? Think about starting or stopping quickly					
1 No effort	2	3 Moderate force & speed	4	5 Maximum force or speed	
Awkward posture:	How awkward is the person	is posture?			
1 All postures neutral	2	3 Moderately uncomfortable	4	5 Very uncomfortable	
Vibration: How much	Vibration: How much are the whole body or hand/s being vibrated?				
1 None	2	3 Moderate	4	5 Extreme	
<b>Duration</b> : How long is	<b>Duration</b> : How long is the action performed for?				
1 <10 minutes	2 10-30min	3 30min-1 hour	4 1-2 hours	5 >2 hours	
Repetition: How often are similar actions completed?					
1 No repetition	2	3 Cycle time <30 seconds	4	5 Cycle time <10 seconds	



Figure 8: Example of support roles within administration/control room setting.

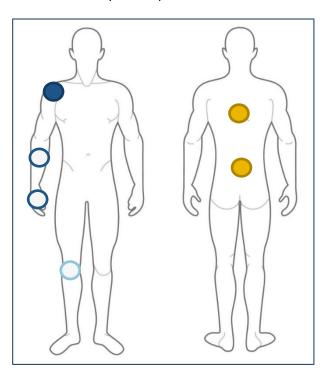


Figure 2: Example of incident response control centre.

## Use of rake hoe

Task Description	Rake hoe: used to cut, rake, scrape and chip and area to clear or clean up.
-	Used by VBFs as a main tool in the fighting of fires, back burning and blacking out.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Frequent sustained trunk flexion</li> <li>Frequent trunk rotation</li> <li>Constant hand grip</li> <li>Frequent lifting 5kg ground to shoulder height</li> </ul>
Forceful/muscular exertions:	<ul> <li>Floor to above shoulder height lifting</li> <li>Holding loads away from body</li> <li>Trunk rotation</li> <li>High jerky forces when puling rake hoe through the ground – can strike tree roots and rocks.</li> </ul>
Repetition and duration:	<ul> <li>This task can last between 30min – 10hours depending on VBFs available.</li> <li>1hr on average.</li> <li>Repetitive movement of hand/arm</li> <li>Repetitive trunk rotation</li> </ul>
Work/task organisation environment:	<ul> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when actively completing fire suppression</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



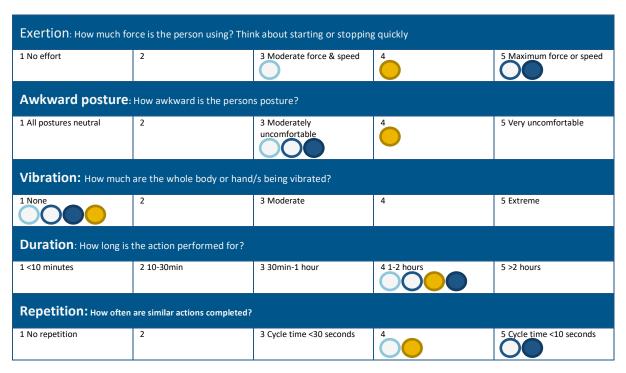




Figure 9: Example of rack hoe usage, note awkward posture and repetitive movements.

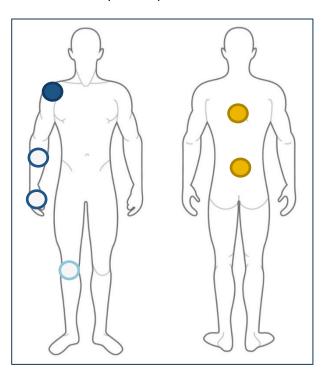


Figure 2: Example of rack hoe usage in an emergency.

#### **Miscellaneous Hand Tools**

Task Description	<ul> <li>Multiple hand tools are required to be used by VBFs at any time. These included:</li> <li>Axe: used for felling small trees and shrubs, removing branches, grubbing stumps or cleaning bark from tree.</li> <li>Shovel: used for throwing mineral soil over fire and assisting in the recovery of off-road vehicles.</li> <li>Bolt cutters: used to cut chains, padlocks, fencing wire etc.</li> </ul>
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Constant standing</li> <li>Frequent sustained trunk flexion</li> <li>Frequent trunk rotation</li> <li>Frequent fine motor control</li> <li>Frequent lifting 5kg ground to shoulder height</li> </ul>
Forceful/muscular exertions:	<ul> <li>Floor to above shoulder height lifting</li> <li>Holding loads away from body</li> <li>Trunk rotation</li> <li>Use of bolt cutter</li> </ul>
Repetition and duration:	<ul> <li>This task can last between 30min – 12hours depending on VBFs available.</li> <li>Repetitive movement of hand/arm</li> <li>Repetitive trunk rotation</li> </ul>
Work/task organisation environment:	<ul> <li>Oral comprehension – radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Oral expression - radio and phone communications; talking with team members in vehicle and on fire grounds</li> <li>Critical thinking – thinking on feet to ensure safety of self and other VBFs, plus acting to constant changing conditions</li> <li>Attention to detail – to ensure safety when actively completing fire suppression</li> <li>Complex problem solving – deciding most appropriate action to take in current situation</li> <li>Memory – procedures and correct firefighting techniques; memory of members of the public and vehicles in the vicinity of incidents</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



1 No effort	2	3 Moderate force & speed	4	5 Maximum force or speed
Awkward postu	I <b>re</b> : How awkward is th	e persons posture?		
1 All postures neutral	2	3 Moderately uncomfortable	4	5 Very uncomfortable
Vibration: How m	uch are the whole body	or hand/s being vibrated?		
1 None	2	3 Moderate	4	5 Extreme
<b>Duration</b> : How Ion	g is the action performe	ed for?		
1 <10 minutes	2 10-30min	3 30min-1 hour	4 1-2 hours	5 >2 hours
Repetition: How o	often are similar actions co	mpleted?		
1 No repetition	2	3 Cycle time <30 seconds	4	5 Cycle time <10 seconds



Figure 10: Example of hand tools that may be used by VBF's.

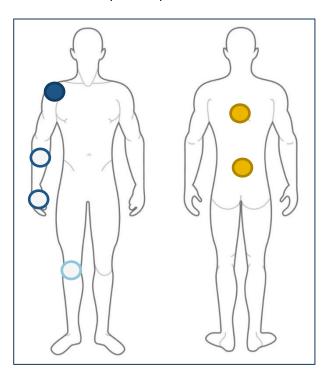


Figure 2: Example of hose reels and tool storage on the back of the vehicles.

## **General Equipment Lifting**

Task Description	Throughout the course of a shift, various items may need to be lifted on/off the fire appliances. This could include a fast fill pump, jerry cans of fuel and water, containers of Class A foam and traffic control signs and cones.
Environment where task/s occurs:	Outdoors, varying terrain, hills, extreme heat, extreme wind, dense bush, uneven ground surfaces, and shift work.
Critical Physical Demands:	<ul> <li>Frequent fine motor control</li> <li>Frequent single person lift floor to above shoulder height up to 22kgs</li> <li>Occasional two person lift floor to above shoulder height up to 38kgs</li> </ul>
Forceful/muscular exertions:	<ul> <li>Floor to above shoulder height lifting</li> <li>Holding loads away from body</li> <li>Fast fill pumps weigh 38kgs – requiring a two person lift</li> <li>Class A foam container weighs 22kg – one person lift</li> </ul>
Repetition and duration:	<ul> <li>This task can last between 30min – 1hour depending on VBFs available.</li> <li>Repetitive movement of hand/arm</li> </ul>
Work/task organisation environment:	<ul> <li>Attention to detail – to ensure all items are correct positioned and located for ease of use</li> <li>Memory – procedures and correct storage techniques</li> <li>Work with a group or team – always working in groups or teams</li> </ul>

- 1. Indicate on the body chart which area/s of the body you feel are affected by the task.
- 2. If more than one body part is affected, you may shade the different body parts in different colours. If this occurs, use the matching colour when scoring the risk factors (e.g. red for arms on the body and score sheet, blue for low back on the body and score sheet).
- 3. Give each risk factor a score out of five. One (1) is when the risk factor is not present and five (5) is when the risk factor is the most severe level they have experienced.



Exertion: How much f	orce is the person using? Thi	nk about starting or stoppinį	g quickly	
1 No effort	2	3 Moderate force & speed	4	5 Maximum force or speed
Awkward posture	: How awkward is the persor	ns posture?		
1 All postures neutral	200	3 Moderately uncomfortable	4	5 Very uncomfortable
Vibration: How much	h are the whole body or hand	d/s being vibrated?		
1 None	2	3 Moderate	4	5 Extreme
Duration: How long is	s the action performed for?			
1 <10 minutes	2 10-30min	3 30min-1 hour	4 1-2 hours	5 >2 hours
Repetition: How ofte	n are similar actions completed?			
1 No repetition		3 Cycle time <30 seconds	4	5 Cycle time <10 seconds



Figure 11: Example of lifting of general equipment (note 2 person lift with above waist height lifting)



Figure 2: Example of equipment that may be moved off the back of vehicles.

# **CONTACT DETAILS**

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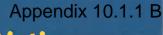
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## **VOLUNTEER BUSHFIRE FIGHTER**

KEY MUSCULOSKELETAL RISK AREAS	PSYCHOLOGICAL DEMANDS HIGHEST RISK AREAS
	COGNITIVE DEMANDS
	Oral comprehension/expression
	Critical thinking, attention to details
	Active listening, decision making
	Concentration/problem solving
3 18 3 12	EMOTIONAL DEMANDS
	Stress tolerance/social perceptiveness
	Dealing with customers
	Team work
HIGHEST RISK BODY AREAS	ROLES DEMANDS
Lower back, knees, shoulders and elbows	Adaptability and flexibility
Hands and fingers	Coordinate and lead others





# **Job Dictionary**

Position: Volunteer bushfire fighter

Location:

WA Local Governments

#### **Overall Physical Demand Rating:**

#### PPE:

Total weight = 10kg

VH) Very Heavy

Helmet, Jacket, Pants, steel capped fire boots, goggles, gloves, full face respirator, half face respirator, head torch.

#### **Task Description:**

Volunteer Bushfire Fighters (VBF) are tasked with protecting rural and pastural areas against the threat and damage caused by bushfires. They carry out fire prevention, such as prescribed burning, risk management, and active fire suppression. VBF's are trained in personal and team safety, fire suppression methods, vehicle driving (on and off road), first aid, communication and emergency management procedures. All VBF's must undergo 4 days of minimal skills training in bushfire safety awareness and firefighting skills. VBF's typically deploy to their immediate local area, but can also assist in neighbouring and far reaching areas.

#### **Environment:**

Outdoor environments - varying terrain - hills, dense bush, forrest, extreme heat, extreme wind, uneven ground, operating machinery and vehicles.

Other hazards such as dust, smoke, ash, water, fire repellent, noise, and other hazardous fumes.

#### Shift Length:

Varied - response dependent. On call at all times.

Volunteer basis, however during fire events, shifts may be up to 15 hours.

#### Physical Demands of Working Day (Percentage of actual time spent doing tasks)

Task Rotation:

Varied - Constant

O = Occasional (0-32%)

F = Frequent (33-66%)

C = Constant (67-100%)

	0	F	C	Comment
Stair/Ladder Climbing	L			Occasional use of vertical steps in tanker/vehicles, or on to the back of the truck. Step height approx. 500mm.
Squatting/ crouching/ kneeling	s			Minimal squatting, crouching, kneeling required with the role. May be required when assisting or communicating with a casualty or by-stander.
Floor to waist lifting		н		Frequent floor to waist lifting of equipment into the back of the vehicle tray. Items include foam A containers (22kg), pumps, jerry cans of fuel and water, traffic management equipment, and other equipment.

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Waist to eye level lifting		н		Appendix 10 Frequent waist to above shoulder lifting of items into the back of the vehicle tray. Items include hoses, fast fill pumps, lay-flat hoses, hand tools (rakehoe, shovel, bolt cutter, axe, pliers, hammer and hacksaw.
Sitting		L		Frequent prolonged sitting when driving to fire locations. Vehicles include light tanker and tanker truck. Time frames in vehicles vary from 15 minutes to 4 hours.
Standing			н	Constant standing required when performing active fire suppression. Standing and holding a charged hose (2 person task) weighing up to 40kg. Active fire suppression may last a whole 15 hour shift. Controlled burning involves standing while operating dip torch.
Walking			VSI .	Constant walking required for various aspects of the role, including active fire suppression, drip torch operations, knapsack spraying, vehicle inspections, surveying land and lifting/moving equipment and materials. May be required to lift up to 40kg (2 person task).
Carrying			V	2 hand carry of charged hose when performing active fire suppression. Task is performed with hose tucked under operators arm and holding the hose end. Single arm carrying required for other tasks such as drip torch, sprayer, and other hand tools. Weigh required up to 40kg (2 person task).
Holding loads away from body		ħ.		Occasionally hold sprayer or drip torch away from the body, weighing approximately 6kg.
Overhead reaching	<u>M</u>		13.34	Occasionally lifting or reaching overhead to access equipment off the back of the tanker. There is step access to reduce excessive reaching movements.
Work bent over - stoop				Repetitive trunk flexion required when using various hand tools such as shovel, axe, rack, hoe, etc. Minimal sustained stooped position required.
Carrying bulky/ large/awkward load	M			Frequent carrying 20kg between waist and shoulder. Minimal awkward postures required, particularly is technique is performed appropriately. May be required to move materials or equipment out of hazardous situations.
Trunk rotation (standing)		L		Repetitive trunk roatation required when using various hand tools such as shovel, axe, rack, hoe, etc. Minimal sustained trunk rotation required.
Trunk rotation (sitting)	S			May be required to view hard to see areas, particularly when operating vehicles.
Neck movement		Ė.		Sustained neck postures required when operating, or completing sedentary support administration roles such as control center.

Appendix 10.1.1 B

Pushing/pulling			(eggan)	Appendix 10
, usining, putting		VH		Frequent push/pull forces up to 40kg required, particularly when dragging charged hose across uneven ground, often in dense bush and hilly terrain.
Shoulder movements			VH	Repetitive and sustained shoulder movements required to perform a range of tasks.  Sustained - active fire suppression, operating machinery, administration tasks.  Repetitive - using hand tools such as axe, shovel, rake, etc.
Elbow movements			VH	Repetitive and sustained elbow movements required to perform a range of tasks.  Sustained - active fire suppression, operating machinery, administration tasks.  Repetitive - using hand tools such as axe, shovel, rake, etc.
Jerky movements	М	= 1		May experience when operating machinery on uneven or hilly terrain, or when using hand tools.
Forward reach	L.			Minimal forward reaching tasks evident. May be required when accessing equipment off the back of the light tanker and tanker.
Wrist movements		m	M	Repetitive and sustained wrist movements required to perform a range of tasks.  Sustained - active fire suppression, operating machinery, administration tasks.  Repetitive - using hand tools such as axe, shovel, rake, etc.
Grip type			н	Sustained gripping required for most tasks, such as active fire suppression, holding equipment, supporting colleague with hose.  Repetitive trigger grip when using sprayer or drip torch.
Whole body vibration	S			Occasional exposure to whole body vibration when operating tanker and light tanker. Long periods of driving in off-road conditions.
Hand-arm vibration		н	INT-	High levels of hand arm vibration experienced during active fire suppression.

## **Scale Key**

Physical Demand Level	Occasional	Frequent	Constant
Sedentary	o - 4.5kgs	Negligible	Negligible
Light	4.5 - 9kgs	0 - 4.5kgs	Negligible
Medium	9 - 22kgs	4.5 - 11kgs	o - 4.5kgs
Heavy	22 - 45kgs	11 - 22kgs	4.5 - 9kgs
Very Heavy	> 45kgs	22 - 45kgs	9 - 22kgs





	PSYCHOLOGICAL DEMANDS	N	0	F	С	COMMENT
	Reading comprehension					Role requires understanding maps, diagrams, action plan documents, list of tasks and incident reporting.
	Oral comprehension					2-way radio - understand and comprehend verbal communications. Work within chain of command. Constant communication required within role (verbal and non-verbal).
	Oral expression					2-way radio – incident reporting, emergency response and relaying critical information clearly and timely. Constant communication required within role (verbal and non-verbal).
	Writing		H			Rarely required – may document incident reporting
	Numerical reasoning					Monitoring and understand water usage, street locations, tracking containment in KM's, number of public members in areas.
SC	Diagrammatic					Use maps, zones, locations, scales, legends and weather for incident response. Incident control roles may have increased demands.
DEMAN	Critical thinking					Focus and act on critical information – required to block our "white noise" info that is irrelevant to incident. Required to determine and absorb important information.
COGNITIVE DEMANDS	Attention to detail					High prioritising and attention to detail – PPE, LACES (Lookout, Awareness, Communications, Escape routes, Safety zones), DFES info, equipment checks and planning of incident response, etc.
	Judgement and decision making					Required to evaluate risks in emergency situation, dealing with rapid changing situations, and delegation of power.  Constant decision making during fire incident.
	Active listening					High priority – critical information, changing information, listening to relevant area of incident response, chain of command.
	Complex problem solving					Constant changing fire ground – wind direction, location, fire area. Aim to focus on focus on 3 factors – weather, topography, fire load.
	Memory					Understanding and remembering information when on the fire ground. Remember LACES – Lookout, Awareness, Communications, Escape routes, Safety zones.
	Concentration					High levels required for up to 12-16 hours, often adrenaline fuelled. High cognitive load, fatigue, reduced concentration occur during long fire incidents.





	Social perceptiveness				Work in teams – non-verbal communication, tone of voice,
	-	$\vdash$			stress levels on colleagues over radio.
	Stress tolerance	1 1			High stress environment – consequences of actions, driving
				V (1)	with sirens on (emergency situation), dealing with media
(0					follow on, public perception, other external factors.
ğ	Persuasion				Dealing with team members, chain of command.
A					Communicate with public when required to evacuate area.
Σ	Dealing with customers			en s	Deal with Local Govt's, DFES, Water Corp, DBCA, and other
$\Box$					relevant Govt. agencies.
EMOTIONAL DEMANDS	Resolving conflicts & negotiating				Between agencies and crew members. Frequently dealing
6	with others				with the public during inspections, patrols, etc. Long time
E					frames between volunteer work with crew colleagues.
$\mathbf{\Sigma}$	Deal with unpleasant or angry				Dealing with public during fire bans, patrols, inspections,
ш	people	1 1			evacuations. Occasionally high stress situations.
	Work with a group or team			(F 5.7)	Large amounts of teamwork within crew, agencies and fire
	Work with a group of team				brigade.
	Working independently	x		NAME OF STREET	Crews are from 2 – 5 crew members.
	working independently	^			Crews are from 2 = 5 crew members.
	Adaptability and flexibility				Fire incident – extremely unpredictable situations.
				Late.	
	Time pressure				Incident response times, containment goals, objectives.
	Time management				Incident response – no KPI on time frame (volunteer basis).
					Manage personal time as volunteer.
	Coordinate and lead others			26016	Crew leader – incident response, deployment of resources,
S					delegate objectives, chain of command in place.
	Instructing				Instructing within crews on the fire ground – internally
۸					training of new volunteers.
DEN	Manage financial resources	Х			Not within this role.
ROLE DEMANDS	Manage personnel resources	Х			Not within this role.
R	Impact of decisions on co-workers				Decisions on the fire ground directly impact others, however
	or company results				issues are rarely outcomes of the role/actions.
	Structured work				Roles are structured within fire response and incident
					management. Once on the fire ground, actions are quite
					autonomous as required to respond to situation. Follow
					Incident Action Plan and Sector / Division Plan.
	Responsibility for outcomes and				Actions on the fire ground impact others and the overall
	results		3		outcomes.
	results				Outcomes.



# **Manual Task Images**



Figure 1: Example of light tanker vehicle – operated by 2 people teams.



Figure 2: Example of tanker vehicle, generally 3 people teams.



Figure 3: Example of active fire suppression with hose operations.



Figure 4: Example of drip torch operations.





Figure 5: Example of knapsack sprayer operations.



Figure 6: Example of hose roll up and storage on the LV.



Figure 7: Example of hose reels on back of LV tray.



Figure 8: Example of control room incident response role.





Figure 9: Example of hand tools/equipment used by VFF.



Figure 10: Example of manual handling equipment on/off the back of LV tanker or large tanker.



Figure 11: Example of storage area on back of LV.



Figure 12: Example of potential bush terrain environment.



# Australian Fire Danger Rating System

Appendix 6

# What is the Australian Fire Danger Rating System?

The Australian Fire Danger Rating System (AFDRS) Program is redesigning the forecasting of fire danger in Australia. The AFDRS is a project of national significance being developed collaboratively by each state and territory, and the Commonwealth government. It aims to improve public safety, reduce the impacts of bushfires and better support the community with nationally consistent ratings and messaging. The AFDRS will be implemented on 1 September 2022 across Australia.

# What are Fire Danger Ratings?

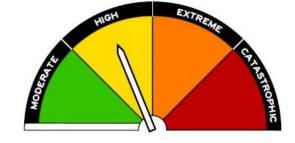
Fire Danger Ratings describe the potential level of danger should a bushfire start. They provide people with information so that they can take action to protect themselves and others from the potentially dangerous impacts of bushfires. Ratings are calculated using a combination of weather forecasting and vegetation information. They do not indicate the chance of a fire occurring.

# How is the AFDRS different from our current system?

The current Fire Danger Rating System is largely based on 60-year-old science applied on a large scale. New technology and research have greatly improved our ability to more accurately predict fire behaviour and the potential threat to the community.

The AFDRS will have four levels with action-oriented messages to encourage people to take action. The ratings and high-level messages are:

- 1. Moderate: Plan and prepare.
- 2. **High:** Be ready to act.
- 3. Extreme: Take action now to protect life and
- 4. Catastrophic: For your survival, leave bushfire risk



Supporting messages, including localised information, will clearly explain what community response is required at each level. The AFDRS also introduces an 'off' or 'no rating' level (white strip under Moderate) for days where no proactive action is required. This does not mean that fires cannot happen, but that they are not likely to move or act in a threatening way.

# What are the benefits of the AFDRS?

Currently, there are inconsistencies in how jurisdictions determine and communicate Fire Danger Ratings. By implementing a national system, wherever people are in Australia they will see and be able to access consistent fire danger advice, maximising their ability to understand and appropriately respond to conditions. The AFDRS will also apply eight of the most contemporary fire behaviour models. This will see us move to a Fire Behaviour Index (FBI) that provides a much more accurate scale of potential fire behaviour based on weather conditions and the applicable model. The following table lists the agreed FBI thresholds for each rating:



Name/Colour	Fire Behaviour Index Range	Suppression difficulty
MODERATE (Green)	12-23	Most bushfires in this category. Fires typically suppressed with direct, parallel or indirect attack.
HIGH (Yellow)	24-49	Initial attack success critical to prevent large fire development. Defensive suppression strategies.
EXTREME (Orange)	50-99	Defensive suppression strategies. High levels of threat to life/property. Safety of firefighters and community paramount.
CATASTROPHIC (Red)	100+	Unsafe for firefighters and community. Without initial attack success, likelihood of very large fire development is very high. High probability of loss of life and property.

#### What do Local Governments need to know?

The move from six to four ratings, new names and thresholds, will change how Fire Danger Ratings are referenced within the *Bush Fires Act 1954*, *Bush Fires Regulations 1954* and *Bush Fires (Infringements) Regulations 1978*. DFES has been consulting with representatives across state and local government, agriculture and industry to identify and progress the required changes ahead of the nationally agreed 1 September 2022 implementation date.

# **Total Fire Ban**

The primary justification for recommending the declaration of a Total Fire Ban (TFB) is based on the forecast Fire Danger Index (FDI) and resultant Fire Danger Rating (FDR). The State of WA is currently divided into the three TFB FDI indicator zones (Zone 1: FDI 50+, Zone 2: FDI 60+ and Zone 3: FDI 75+).

As the AFDRS will provide a Fire Behaviour Index (FBI) as a scale of fire danger that produces fine-scale information across a range of fuel types (compared to the existing two fuel types), there will not be a requirement for TFBs to be declared across separate zones. As the transition between the High and Extreme rating (50 FBI) is associated with erratic fire behaviour and an increased likelihood of community loss and significant consequences, it has been nationally recognised as the most appropriate threshold for a TFB declaration.

# **Harvest Vehicle Movement Ban**

Currently during a TFB a Bushfire Control Officer MUST impose a ban, commonly referred to as a Harvest Vehicle Movement Ban (HVMB), on off-road activity for business, industry and agriculture if the FDI exceeds 35. However, as the AFDRS is based on the FBI rather than Grassland FDI (GFDI) and a new grassland model, an appropriate FBI/FDR threshold must be determined. Analysis was conducted to determine the range of weather combinations (temperature, relative humidity and wind speed) and fuel inputs (4.5 t/ha fuel load and 100% curing) that equate to a GFDI of 32. These same weather conditions when applied to the FBI algorithm, resulted in producing an average FBI of 40 which will become the new trigger under the AFDRS.

WA is currently leading the way in producing a tool that will allow for calculating an FBI to inform the requirement for a HVMB based on the new grassland model. The tool will be available on smart devices when either on or offline and will allow for the input of observed weather and grass curing conditions.

# **Burning under a Permit**

Under the current system, burning during the restricted burning period is not permitted under a burn permit when the fire danger forecast reaches 'Very High' or above. Following detailed analysis work and understanding of the new science behind the AFDRS, the new 'High' rating has been identified as the most appropriate upper-level threshold for authorisation of burn permits under s.18 of the *Bush Fires Act* 1954, notwithstanding the requirements on a permit holder as set out in:

- 1. Section 38(17) of the Bush Fires Act 1954; and / or
- 2. Regulation.15B(7) of the Bush Fires Regulations 1954.

This is based on national recognition that planned burning is generally <u>not recommended</u> at the High rating (FBI 24 – 49) due to the potential that fire line intensity, spotting activity and rapidly spreading fires will pose a serious risk of burn escapes. A Fire Weather Officer will still be able to authorise the use of a permit at a rating of 'High' and above (i.e. an FBI of 24 or more) during the restricted burning period s.38(17).

# Fire break and rates notices

Changes to legislation and new thresholds for restricted activities will not be finalised in time for information to be released with 2022 fire break and rates notices. Local governments are advised that thresholds are being finalised and the outcomes will be communicated as soon as practical.

DFES suggests the above information be included in your rates notice and fire break notice to inform your communities that changes are coming, with a note that the electronic version will be updated when the information becomes available.

# Signage

A replacement program in direct consultation with local governments is proposed to replace the current network of analogue and digital roadside fire danger rating signage ahead of 1 September 2022. Local governments will need to submit their signage requirements and priorities to DFES, who will coordinate the procurement of new signage. Local governments will be required to oversee the removal of existing, and installation of the new, Fire Danger Rating signs. **See Attachment A in the email for information and guidance**.

# **Tools**

The AFDRS will provide tools including the Fire Danger Viewer, and BOM registered user products, that display forecast and current FDRs. This will allow stakeholders that have part of their activity regulated by fire danger (e.g. harvesting operations, permit to burn cancellations, school closures) to obtain customised weather, fuel and fire history data that is precise to the location and the time of day of the activity. This will significantly reduce over-regulation and over-warning, avoiding the need to unnecessarily restrict activities. There will also be an upgrade to the Aurora Fire Behaviour Calculator that will enable users to input local weather conditions to determine the FBI, supporting sound decision making.

# **Education products**

Updates are being worked on for public information sources (e.g. Emergency WA) and a suite of education and training products will be made available to local governments, volunteers and other key stakeholders. A national awareness campaign is also under development, which will launch with the new system to help embed understanding of the new levels and actions.

# **Training**

Training has been developed in a digital modular format and includes eLearning, videos, PowerPoints and guides. Each module will be targeted to the different stakeholders' training requirements, split into three levels:

- 1. **Introductory:** Introduction to AFDRS concepts and changes. The target audience includes career and volunteer firefighters, government staff and private industries.
- 2. **Intermediate:** Designed for fire and land management agency staff, and bushfire practitioners for a practical and applied level of training.
- 3. **Advanced:** Technical training by BoM for Fire Behaviour Analysts (FBANs), planners and researchers.

Once user testing is complete, training packages will be released. In the meantime, we encourage you to subscribe to our AFDRS Newsletter and review resources at the AFAC website.

# **Fire Weather Districts**

The AFDRS project presented an opportunity for WA to review the <u>current Fire Weather Districts</u> to improve how FDRs are communicated. The review commenced in January 2021 facilitated by DFES and BoM, involving agency staff and key stakeholders. Following consultation across each region and detailed analysis work, the revised Fire Weather Districts have now been finalised and will be introduced with the release of the AFDRS. The new Fire Weather Districts can be accessed from the interactive map viewer.

Effective from 1 September 2022, BoM will cease using the old model and only forecast using the AFDRS. Given the volume of data associated with forecasting, there will not be an overlap period.

# Want to know more or stay in touch?

To learn more about AFDRS Program, visit <u>afac.com.au/initiative/afdrs</u>. For information about the AFDRS WA implementation project, email AFDRS@dfes.wa.gov.au or subscribe to our AFDRS Newsletter.



# Local Planning Policy 6 – Variations to the Residential Design Codes Volume 1

#### 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. 6 *Variations to the Residential Design Codes*.

# 2. Purpose

The purpose of this Policy is to provide a localised deemed-to-comply criteria for residential development within the Shire of Waroona that is consistent with the desired built form outcomes and rural lifestyle.

# 3. Objectives

The objectives of the Policy are to ensure:

- 1. Designs respond to the natural and built features of the local context.
- 2. Residential development meets community expectations regarding appearance, use and density.
- 3. Adequate provision of direct sunlight and ventilation for buildings and to limit the impacts of overlooking and overshadowing on adjoining properties
- 4. Suitable open space (private and communal) is provided on-site that:
  - · is landscaped to enhance streetscapes; and
  - · complements nearby buildings.
- 5. That design is appropriately scaled, particularly in respect to bulk and height, and is sympathetic to the scale of the street and surrounding buildings. In precincts undergoing transition, development achieves the desired future character identified in the local planning framework.

# 4. Applications subject of this Policy

# 4.1 Application

This Policy applies to all development subject to State Planning Policy 7.3 Residential Design Codes Volume 1 (the R-Codes).

Clause 3(5) and Clause 67(2)(g) of the Regulations, state that the local government is to have due regard to a local planning policy when making a determination under the local planning scheme.

If the Policy is inconsistent with the Shire of Waroona's Local Planning Scheme (the Scheme) and the Regulations, the Scheme and the Regulations prevail to the extent of any inconsistency. It does not bind the Council of the Shire of Waroona ('the Council') when assessing a proposal for residential development.



# 4.2 Exemptions

Development approval will not be required for residential development that complies with the deemed-to-comply criteria of this Policy, the R-Codes and development that is exempt in accordance with Clause 61 of the Regulations.

It is not intended for this Policy to be applied retrospectively to existing approved development, except for where development applications:

- Are made to vary existing approvals and works are not considered minor;
- Are requesting an extension of time to substantially commence development; and
- For development approvals that have lapsed.

# 5. Policy provisions



T
Deemed-to-comply
Development satisfies the following deemed-to-comply requirements (C)
C2.1 i & ii Buildings set back at least 3 metres from the primary street setback.
C1.1 & C1.2 Garages and carports are setback at least 5.4m from the street boundary; or
Garages and carports are setback at least 1m behind the building line of the dwelling; or
Garages and carports are setback less than 1m behind the building line of the dwelling, subject to the design including a front elevation comprising two different wall materials and at least two of the following:  • Gable:
<ul> <li>At least one arch to the brickwork of the front façade with projecting masonry corbels;</li> <li>Portico that projects forward from the main roof of the front of the dwelling;</li> <li>Arch with projecting masonry corbels;</li> <li>Projecting sill courses and contrasting sills;</li> <li>A veranda with a minimum depth of 1.5m which comprises a minimum of 50% of the front elevation of the dwelling.</li> </ul>



#### 5.2.4 Street walls and fences

#### Refer to R-Codes P4 &:

All primary and secondary street walls, street fences and gates are to be of a style and materials that are compatible with the surrounding area.

Any second-hand, recycled materials visible from the street or adjoining properties are to be of an equal or greater quality, condition and durability to that of a new material.

# C4.1 & C4.2

Street walls, fences and gates within the primary street setback area, including the side boundaries:

- Maximum height of 1.8 metres above the natural ground level;
- Visually permeable 1.2 metres above the natural ground level;
- Where swimming pools are in front of the existing dwelling, up to 50% of the frontage of the lot may be constructed as solid fence to a height of 1.8 metres to allow for privacy, where there is a design element incorporated to reduce the visual impact.

Street walls, fences and gates to secondary and other streets, behind the primary street setback line:

- Maximum height of 1.8m above natural ground level: and
- At least one half visually permeable above 1.6 metres, as measured from the secondary, and other, street side of the fence.

Note: The measurement of street walls, fences and gates is to include any retaining walls and is to be measured from the natural ground level immediately below the base of the wall to the top of the wall above.

# 5.4.3 Outbuildings

#### Refer to R-Codes P3 &:

All outbuildings are to be of a style and materials that are compatible with the surrounding area.

# C3

Outbuildings that:

- Are incidental to a dwelling;
- Are not in the form of a sea container and/or transportable building;
- Are not attached to a dwelling;
- Are not habitable;
- Collectively do not exceed 100m² in area;
- Do not exceed a wall height of 3.6m;
- Do not exceed a ridge height of 4.2m;
- Are not within the primary or secondary street setback area;
- Do not reduce the amount of open space required in Table 1 of the R-Codes; and
- Are setback at least 1 metre from side and rear boundaries (excluding primary and secondary street boundaries).



Division		Planr	ning				
Policy Number		Local	Local Planning Policy 6 – Variations to the Residential Design Codes Volume 1				
Contact Officer		Senic	r Planner				
Related Legislati	on	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015					
Related Shire Do	cuments	Local Planning Scheme No. 7					
Risk Rating	Low	•	Review Frequency	Annually	Next Review	August 23	
Date Adopted		Click or tap to enter a date.			<< Enter	OCM Number >>	
	Amendments						
Date		Details of Amendment Reference					
Click or tap to er date.							



# **PP006** – Local Planning Policy 6 – Outbuildings

# 1. Intention

To:

- 1. Ensure that the siting, design and scale of outbuildings are site responsive and respect the character of an area.
- 2. Encourage the use of outbuilding materials and colours that compliments the landscape and amenity of the surrounding areas.
- 3. Ensure there is a relationship between the scale of the dwelling and the scale of the outbuilding.
- 4. Provide a process for approving outbuildings that require Planning Consent in terms of the provisions of the Local Planning Scheme.

# 2. Scope

This policy applies throughout the district.

# 3. Statement

Column A	olumn A Column B		Column C
Lot Size	Max Floor Area (m²)	Max Ridge Height (m)	Conditions to be met for approval without advertising.
Urban Zones			
<270 m <sup>2</sup>	50	3.6	The proposed outbuilding is located behind the
270 – 500m²	50	3.6	existing dwelling; and
501 – 570m²	60	3.6	The proposed outbuilding is set back from side and rear boundaries in accordance with the
571 – 666m²	70	3.9	requirements of the R-Codes, is located entirely
667 – 800m²	90	4.2	within an approved building envelope or is
801 – 1000m²	100	4.2	proposed to be located in accordance with the
1001 – 2000m²	120	4.2	setbacks applicable to the particular area as stipulated in the Local Planning Scheme or
2001- 4000m <sup>2</sup>	150	4.2	relevant Local Planning Policy; and
4001- 5000m²	200	5.0	3. The proposed outbuilding is constructed of a style
Over 5000m²	300	5.0	and of colours and materials which are complementary to and compatible with the existing or proposed dwelling or in keeping with the amenity of the area
Rural Zones			
<5,000m²	200m²	5.0	The proposed outbuilding is located entirely within an approved building envelope or is in accordance
5,001m - 10,000m²	300m²	5.0	with the setbacks applicable to the particular area as stipulated in the Local Planning Scheme or relevant local planning policy and in keeping with
1Ha+ - 2Ha	400m²	6.5	the amenity of the area.
Lots > 2Ha	No Limit	9.0	



# Notes:

- 1. A discretionary allowance of an extra 5% on the maximum floor area and maximum ridge height may be considered in cases where the stated maximum floor area allowed is unworkable for the location of a specific outbuilding or a higher ridge height is required to allow a specific outbuilding design. (Including the accommodation of standard designs and squaring off of the outbuilding).
- 2. The maximum floor area for outbuildings applies to the combined total floor area of all existing and proposed outbuildings on a lot.
- 3. Also see Exemptions.

#### 3.1 Rural 6 Zone

In locations where the Local Planning Scheme prohibits the use of galvanized iron, Zincalume or white Colorbond, such material may not be used as exterior roofing or cladding within the Rural 6 – Rural Residential zone. Outbuildings should be constructed from appropriate materials with earthy tones or neutral colours that are site responsive and sympathetic to the surrounding local environment.

# 3.2 Exemptions

- 1. Outbuildings smaller than 9m<sup>2</sup> are considered exempt from the provisions of the policy.
- 2. Class 7 and Class 8 buildings, under the Building Code of Australia, located on Rural lots larger than 2Ha are considered exempt from the provisions of this policy.
- 3. Class 10a Buildings, under the Building code of Australia, located in the Rural 1 General Farming Zone on lots larger than 2Ha are considered exempt from the provisions of this policy.

# 4. Legislative and Strategic Context

The *Planning and Development Act 2005* and the associated subsidiary legalisation 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		Plann	Planning				
Policy Number		PP006					
Contact Officer	Manager Planning						
Related Legislat	ion		Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015				
Related Shire Do	cuments	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						
PR011 – Outbuildings						



# Local Planning Policy 12 – Domestic Outbuildings in Rural Lifestyle and Peri-Urban Areas

#### 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 12 Domestic Outbuildings in Rural Lifestyle and Peri-Urban Areas.

# 2. Purpose

The purpose of this Policy is to make reasonable provision for the development of domestic outbuildings in the Shire's rural lifestyle and peri-urban areas whilst ensuring the amenity and environmental quality of the area is not compromised.

# 3. Objectives

The objectives of the Policy are to:

- 1. Ensure domestic outbuildings in rural lifestyle and peri-urban areas are not used for human habitation, commercial or industrial purposes.
- 2. Permit domestic outbuildings in rural lifestyle and peri-urban areas that are appropriately sited and sized to ensure they do not visually detract from the amenity of the area, streetscape, neighbouring properties and other public vantage points.
- 3. Ensure domestic outbuildings in rural lifestyle and peri-urban areas are sited in a manner that does not cause environmental harm and minimises the extent of any clearing of native vegetation that may be necessary.

# 4. Application of this Policy

# 4.1 Application

This Policy applies to domestic outbuildings in the Shire's rural lifestyle and peri-urabn areas. For the purposes of this Policy, the following zones under the Shire of Waroona Town Planning Scheme No. 7 are considered to fall within a rural lifestyle or peri-urban area:

- Rural 3A Coastal Zone
- Rural 3B Coastal Highway Zone
- Rural 4 Hills Face Zone
- Rural 5 Darling Range Zone
- Rural 6 Rural Residential Zone
- Rural 7 Rural Smallholdings Zone
- Rural 8 Hills Landscape Protection Zone
- Urban 5 Special Residential
- Urban 6 Rural Living

This Policy does not apply to domestic outbuildings in the Rural 1 General Farming Zone or Rural 2 Irrigated Agriculture Zone.

The Policy does not apply to domestic outbuildings in zones where the Residential Design Codes of Western Australia are applicable.



Clause 3(5) and clause 67(2)(g) of the Regulations states that the local government is to have due regard to a local planning policy when making a determination under the local planning scheme.

If the Policy is inconsistent with the Shire of Waroona's Local Planning Scheme No. 7 (the Scheme), the Scheme shall prevail to the extent of any inconsistency. The Policy does not bind the Shire of Waroona when assessing a proposal for a domestic outbuilding.

# 4.2 Exemptions

Development approval will not be required for the development of domestic outbuildings that comply with the provisions of this Policy and any other relevant component of the local planning framework or are otherwise exempt in accordance with Clause 61 of Schedule 2 of the Regulations. Domestic outbuildings in the form of sea containers or transportable buildings are additionally subject to Local Planning Policy 5 Sea Containers and Transportable Buildings.

# 5. Policy Provisions

# Use

 Domestic outbuildings are only to be used for domestic storage or other domestic purposes associated with the use and enjoyment of the property. They are not to be used for human habitation, commercial or industrial purposes.

# Siting and Design

- 2. Domestic outbuildings are to be designed to be non-habitable.
- 3. Domestic outbuildings are not to be located closer to the primary street frontage boundary than any dwelling on the property. If no dwelling exists, the domestic outbuilding is to be located to ensure it can meet this provision once a dwelling is constructed in the future.
- 4. Domestic outbuildings and any associated earthworks are to be contained within any approved building envelope for the property. Where no building envelope exists for the property, domestic outbuildings are to meet the development setbacks relevant to the zoning of the property in accordance with the Shire of Waroona Local Planning Scheme No. 7.
- 5. Domestic outbuildings and any associated earthworks are to be sited to avoid any clearing of native vegetation. Where this is not possible, domestic outbuildings are to be sited to minimise the extent of the clearing of native vegetation whilst taking into account any other provisions of this Policy.
- Domestic outbuildings and any associated earthworks are to be sited outside of conservation category
  wetlands and resource enhancement wetlands (including their respective buffers) and other areas of
  environmental value.
- 7. Domestic outbuildings and any associated earthworks are to be sited to avoid visually prominent locations such as the tops of hills and ridges where vegetation cannot effectively screen the building mass.
- 8. In the Hills Landscape Protection Zone, no domestic outbuildings are permitted to be clad or roofed with sheet metal.

# Size and Scale

Domestic outbuildings are not to exceed the following wall heights, ridge heights and collective floor areas (which includes any lean-to):

Size of Property	Wall Height (as	Ridge Height (as	Collective Floor Area
	measured from natural	measured from natural	
	ground level)	ground level)	
1ha and less	3.6m	4.2m	150m²
Between 1ha than 2ha	4m	5m	200m <sup>2</sup>
2ha and greater	4m	5m —	300m <sup>2</sup>



Division		Planning					
Policy Number		Local Planning Policy 12 – Domestic Outbuildings in Rural Lifestyle and Peri-Urban					
Contact Officer		Senic	r Planner				
Related Legislati	on	Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015					
Related Shire Documents		Local Planning Scheme No. 7					
Risk Rating	Low		Review Frequency	Annually	Next Review	August 23	
Date Adopted	Click or tap to enter a date. << Enter OCM Numbe					r OCM Number >>	
	Amendments						
Date		Details of Amendment Reference					
Click or tap to er date.							



# Local Planning Policy 5 – Sea/Shipping containers & transportable buildings

# 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. 5 *Shipping/sea containers & transportable buildings*.

# 2. Purpose

The purpose of this Policy is to provide guidance on the requirements for the development of transportable structures and buildings. This policy defines acceptable design standards for transportable buildings such as dongas and shipping/sea containers.

# 3. Objectives

The objectives of the Policy are to:

- 1. Ensure that a transportable structure/building does not detract from the amenity, character and established streetscape of an area; and
- 2. Fulfil the intended objectives of design guidelines, the Residential Design Codes and the Shire's local planning framework of achieving good quality-built form and design outcomes.

# 4. Applications subject of this Policy & general provisions

This Policy applies to any situation where a new or second-hand sea/shipping container and/or transportable building is proposed to be located on all zoned and reserved land.

- 1. If a provision within this Policy is inconsistent with the provisions of the Shire of Waroona's Local Planning Scheme (the Scheme), or specific Design Guidelines, the Scheme and Design Guidelines shall prevail.
- 2. An application for a sea/shipping container or transportable building within a residential zone will also be assessed in accordance with the Residential Design Codes.
- 3. The Scheme requires development approval to be obtained for the development of sea/shipping containers and transportable buildings unless otherwise exempt by this Policy or other legislation.
- 4. An application for development approval is required to be submitted in accordance with the Scheme requirements and objectives.
- 5. A Building Permit is required for all sea/shipping containers and transportable buildings unless exempt under the Building Act 2011.
- 6. A sea/shipping container may be placed wholly on a residential property for the purposes of relocating personal effects, for up to seven days, without requiring development approval.



- 7. A sea/shipping container and transportable building must be wholly located on private property and cannot be located within a road reserve.
- 8. A sea/shipping container and transportable building on a reserve, other than a road reserve, shall only be considered where a party, club or organisation has a lease or arrangement already in place with the Shire or State Government for the use of that reserve.

# 5. Policy provisions

In the following circumstances, the development shall incorporate the below design treatments in order to satisfy the objectives of this Policy and the Scheme.

Refer to Part 6 of this Policy for examples of scenarios and design treatments.

Scenario	Design treatments
Sea/Shipping containers	
Scenario 1	
Not visible from a public or private place.	No design treatments are necessary.
Scenario 2	
Visible from a private place only.	<ul> <li>Freshly painted;</li> <li>No exterior surface corrosion and no denting/damage;</li> <li>Sub floor void to be screened (where visible);</li> <li>Screening of air conditioning units;</li> <li>Tie down chains/straps are not permitted – shall be secured through alternate means; and</li> <li>Shall be incidental to an existing building already on-site.</li> </ul>
Scenario 3	
Visible from a public place; and Visible from a public place and a private place.	<ul> <li>Freshly painted;</li> <li>No exterior surface corrosion and no denting/damage;</li> <li>Sub floor void to be screened (where visible);</li> <li>Screening of air conditioning units;</li> <li>Sighted at a right (perpendicular) angle to the primary street;</li> <li>Located in-line or behind the building line of existing buildings to all street frontages;</li> <li>Tie down chains/straps are not permitted – shall be secured through alternate means; and</li> <li>Shall be incidental to an existing building already on-site.</li> </ul>
Scenario 4	
Temporary – for a construction site	Conditions:
	<ul> <li>There must be a valid building permit in place;</li> </ul>



Trespond to the following conditions.	<ul> <li>Active construction works on-site;</li> <li>Must be wholly located on private property where the construction site is underway;</li> <li>Must be associated with construction uses only e.g. site office, lunch room for workers, storage; and</li> <li>Removed prior to an occupancy permit being applied for or where an occupancy permit is not required, prior to occupation of the development.</li> </ul>
Transportable buildings, excluding shipping Scenario 5	grsea comainers
Not visible from a public or private place.	No design treatments are necessary.
Scenario 6 Visible from a private place only.	<ul> <li>Freshly painted;</li> <li>No exterior surface corrosion and no denting/damage;</li> <li>Sub-floor void to be screened;</li> <li>Screening air conditioning units;</li> <li>Tie down chains/straps are not permitted – shall be secured through alternate means</li> </ul>
Scenario 7	
Visible from a public place; Visible from a public place and a private place; and	<ul> <li>New wall cladding affixed to the outside of the existing external walls (to be new quality) and freshly painted;</li> <li>No exterior surface corrosion and no denting/damage;</li> <li>Sub-floor void to be screened;</li> <li>Screening air conditioning units;</li> <li>Removal of metal bars on windows (where existing);</li> <li>Two windows and one door facing a primary street and any reserve;</li> <li>Veranda facing any street frontage and any reserve;</li> <li>Tie down chains/straps are not permitted – shall be secured through alternate means.</li> </ul>
Temporary – for a construction site  These will be exempt from development approval, subject to the following conditions.	<ul> <li>Conditions:</li> <li>There must be a valid building permit in place;</li> <li>Active construction works on-site;</li> <li>Must be wholly located on private property where the construction site is underway;</li> <li>Must be associated with construction uses only e.g. site office, lunch room for workers, storage; and</li> </ul>



 Removed prior to an occupancy permit being applied for or where an occupancy permit is not required, prior to occupation of the development.

# General provisions

- 1. Where **sea/shipping containers** or **transportable buildings** are proposed to be used for a:
  - Single Dwelling, Ancillary Dwelling, Grouped Dwellings, Multiple Dwellings, Caretaker's Dwelling;
  - Caravan Park, Holiday Accommodation, Holiday House, Hotel, Motel, Park Home Park, Serviced Apartment, Tourist Development, Workforce Accommodation

# Scenario 7 Design treatments shall be applied.

- 2. Should a variation be sought to any of the Design Treatments in Scenarios 2, 3, 6 and 7, a minimum of two other design treatments shall be incorporated, to the satisfaction of the Shire. Design treatments include, but are not limited to:
  - New wall cladding affixed to the outside of the existing external walls;
  - Windows:
  - Doors:
  - Veranda:
  - Feature wall.

# 6. Examples of scenarios and design treatments

Freshly painted and condition of shipping/sea containers





Left image: An unpainted sea/shipping container that has visible rust, worn paint and has wear and tear damage/denting. Is only considered appropriate for approval where it is:

- Not visible from a public or private place; or
- Temporary for a construction site.

Right image: A freshly painted sea/shipping container that has no visible wear and tear, rust and damage/denting. A requirement where:

- Visible from a private place, public place; and
- Visible from a public place and a private place.



# Sub floor void



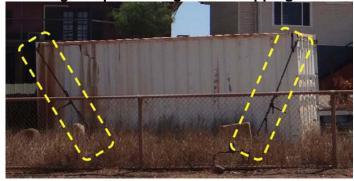


Left image: Raised sea containers with sub floor void. Is only considered appropriate for approval where it is:

- Not visible from a public or private place; or
- Temporary for a construction site.

Right image: Transportable building with sub-floor void screening.

Securing and positioning of sea/shipping containers





Left image: Tie down chains and straps. Is only considered appropriate for approval where it is:

Not visible from a public or private place.

Right image: Sea container not at a right angle to the street and in front of house. Not permitted.

Air conditioning units





Left image: Air conditioning units not screened. Is only considered appropriate for approval where it is:



Not visible from a public or private place.

Right image: A screened air conditioning unit.

Dongas wall cladding, windows & doors





Both images: Standard wall cladding that comes with dongas, no windows and no doors facing the street. Not considered appropriate for approval when:

- Visible from a public place;
- Visible from a public place and a private place; and
- Proposed to be used for accommodation purposes (see General Provision 1).





Both images: Treatments have been installed to these transportable buildings to present like a house in an urban area. This includes:

- New wall cladding affixed to the outside of the existing external walls (to be new quality) and freshly painted;
- Two windows and one door facing a primary street and any reserve; and
- Veranda facing street frontage.

# Required when:

- Visible from a public place;
- Visible from a public place and a private place; and
- Proposed to be used for accommodation purposes (see General Provision 1).



# 7. Definitions

For the purposes of this Policy, the following definitions apply:

# Donga

A transportable building which may either be new or second hand. Generally, from mining and construction sites and are predominantly used for site offices, workforce accommodation, for a temporary period. Square or rectangular in shape with minimal roof pitch.

#### Dwelling:

Has the same meaning as that defined under the Residential Design Codes.

# Public place:

Means any thoroughfare or local government property or any place to which the public has access.

# Sea/shipping container:

A container (whether designed and/or used on ships or trucks) with strength suitable to withstand shipment, storage and handling. Shipping containers range from large reusable steel boxes used for intermodal shipments to corrugated boxes.

# Transportable building:

A building or structure which has been constructed at another location and transported, either whole or in parts, to the intended location. This may include, but is not limited to, a sea/shipping container, donga, ancillary dwelling, outbuilding or dwelling.

# Visible:

Development that is partially or wholly seen from either a public or neighbouring private place, at date of application.

Division		Planning					
Policy Number		Local Planning Policy 5 – Sea/Shipping containers & transportable buildings					
Contact Officer		Senior Planner					
Related Legislation		Planning and Development Act 2005 Planning and Development (Local Planning Schemes) Regulations 2015					
Related Shire Documents		Local Planning Scheme No. 7					
Risk Rating	Low		Review Frequency	Annually	Next Review	August 23	
Date Adopted	dopted		Click or tap to enter a date. << Ente			er OCM Number >>	
Amendments							
Date	Details of Amendment					Reference	
Click or tap to el date.	r						



# **PP005 – Local Planning Policy 5 – Sea Containers**

# 1. Intention

To regulate the use of sea containers within the Shire of Waroona so as to ensure that they do not detract from the amenity of the area.

This Policy does not address the placement of transportable dwellings, relocated dwellings, railway carriages, or transportable offices, or the type of building commonly referred to as "Dongas".

# 2. Scope

This policy applies throughout the district.

#### 3. Definitions

For the purpose of this Policy, a sea container is a metal transportable structure designed for the storage and transport of goods from one location to another by road and sea, but can be used in a multitude of ways i.e.:

- (a) **Road and Sea Transport:** Used by transport and shipping companies to transport and store goods or are temporary used for storage on private or public property.
- (b) Temporary storage of materials on a building site.
- (c) Conversion to any other use.

In relation to (c) above, where a sea container has been converted and is no longer used for the road and sea transport purposes, such structure shall be assessed in terms of the relevant legislation i.e. Residential Design Codes and / or Local Planning Scheme.

All other terms within this Policy shall have the same meaning given under the provisions of the Shire of Waroona Local Planning Scheme No. 7.

#### 4. Statement

# 4.1 Assessment of Proposals

#### 4.1.1 Road and Sea Transport

Council may approve the temporary storage of sea containers subject to sea containers not being located within the front boundary setback area or in areas designated for car parking or landscaping.

Sea containers must be stored in neat rows (not stacked) and shall be screened by landscaping, fencing or other means acceptable to Council, to ensure that storage areas are not exposed to view from nearby roads or other public places.

# 4.1.2 Temporary Storage of Materials on a Building Site

A sea container may be placed on a property to store building materials while construction of a house or commercial building is being carried out on the property, without requiring planning approval or a building permit. A sea container must not be placed on the property prior to the issue of a building



permit and must be removed immediately upon completion of construction or expiry of the building permit.

# 4.1.3 Conversion to Any Other Use

An application to permanently place a sea container on a property shall not be supported unless the following criteria are met:

- (a) The sea container must be screened from view and shall not be easily seen from nearby roads, other public places, or adjoining properties; and/or
- (b) If the sea container will be easily seen from nearby roads, other public places, or adjoining properties, then the exterior of the sea container shall be in a state of good repair and/or shall be upgraded (i.e. painted to blend in with the surrounding development or landscape) within three (3) months of being placed on site.

# 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

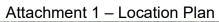
This policy is to be reviewed every 5 years.

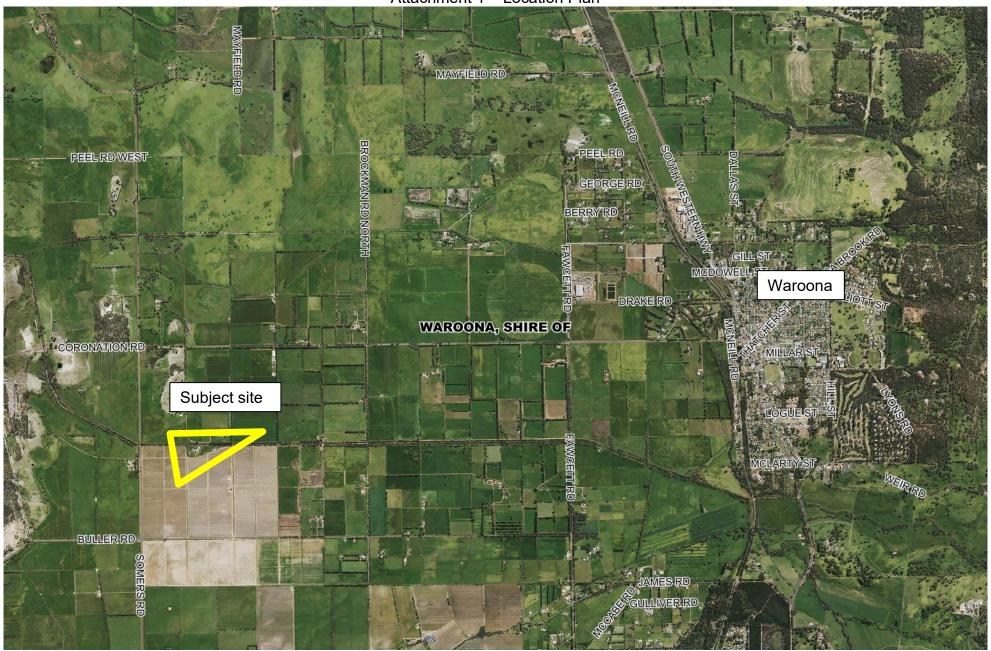
# 7. Associated Documents

Nil.

Division		Planning				
Policy Number	PP005					
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					
PR010 – Sea Containers					





Appendix 11.1.4 B

# PLANNING SUBMISSION PROPOSED DEVELOPMENT TO LOT 270, No. 358 BULLER ROAD, HAMEL

DWG 00: INDEX SHEET
DWG 01: AERIAL IMAGE
DWG 02: SITE PLAN

DWG 03: EXISTING FLOOR PLAN
DWG 04: EXISTING ELEVATIONS

DWG 05: EXISTING SHEDS FLOOR PLANS
DWG 06: EXISTING SHEDS ELEVATIONS

REV No	DATE	DRAWN	PAGE No's	CHANGES / REVISIONS				
NORTH COAST		NORTH COAST DESIGN  ph: 08 9535 2055 admin@ncdesign.com.au  www.ncdesign.com.au	BUILDER:	DATE: OG/O 1/22 SCALE: NOT TO SCALE DRAWN: Jdr NOTES:	DRAWING No:	PROPOSED DEVELOPMENT TO LOT 270, No. 358 BULLER ROAD, HAMEL		
DESIGN		PO Box 1354 Mandurah, WA 6210		-ALL WORKMANSHIP & MATERIAL TO BE IN ACCORI AUSTRALIAN STANDARDS, NCC REQUIREMENTS & -DO NOT SCALE DRAWINGS -CONTRACTORS MUST VERIEV ALL DIMENSIONS ON	LOCAL COUNCIL REQUIREMENTS	SHEET:		

CONTRACTORS MUST VERIFY ALL DIMENSIONS ON THE SITE PRIOR TO THE COMMENCEMENT OF ANY WORK OR THE PRODUCTION OF ANY SHOP DRAWINGS WHICH MUST BE SUBMITTED AND APPROVED BEFORE MANUFACTURE.

**INDEX SHEET** 



AERIAL IMAGE NOT TO SCALE



# NORTH COAST DESIGN

ph: 08 9535 2055 admin@ncdesign.com.au www.ncdesign.com.au

PO Box 1354 Mandurah, WA 6210 Copyright of North Coast Design Pty Ltd 2020

06/01/22 SCALE: NOT TO SCALE DRAWN:

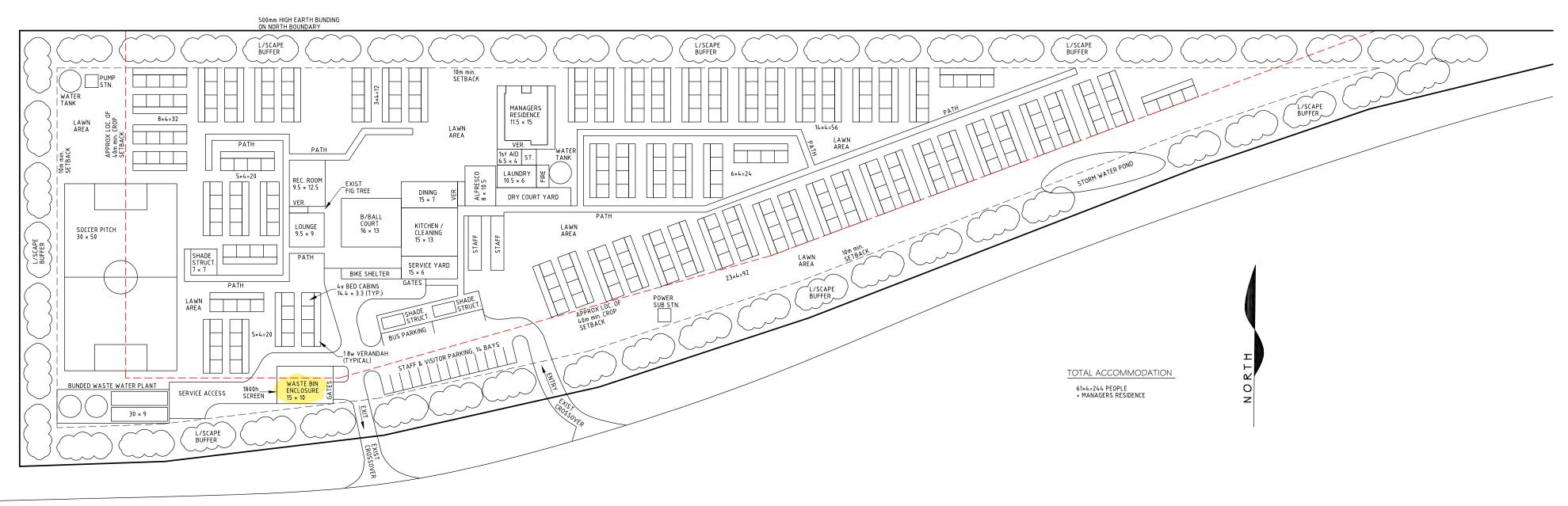
NOTES:

-ALL WORKMANSHIP & MATERIAL TO BE IN ACCORDANCE WITH ALL RELEVENT
AUSTRALIAN STANDARDS, NCC REQUIREMENTS & LOCAL COUNCIL REQUIREMENTS
-DO NOT SCALE DRAWINGS
-CONTRACTORS MUST VERIFY ALL DIMENSIONS ON THE SITE PRIOR TO THE
COMMENCEMENT OF ANY WORK OR THE PRODUCTION OF ANY SHOP DRAWINGS
WHICH MUST BE SUBMITTED AND APPROVED BEFORE MANUFACTURE.

1:6

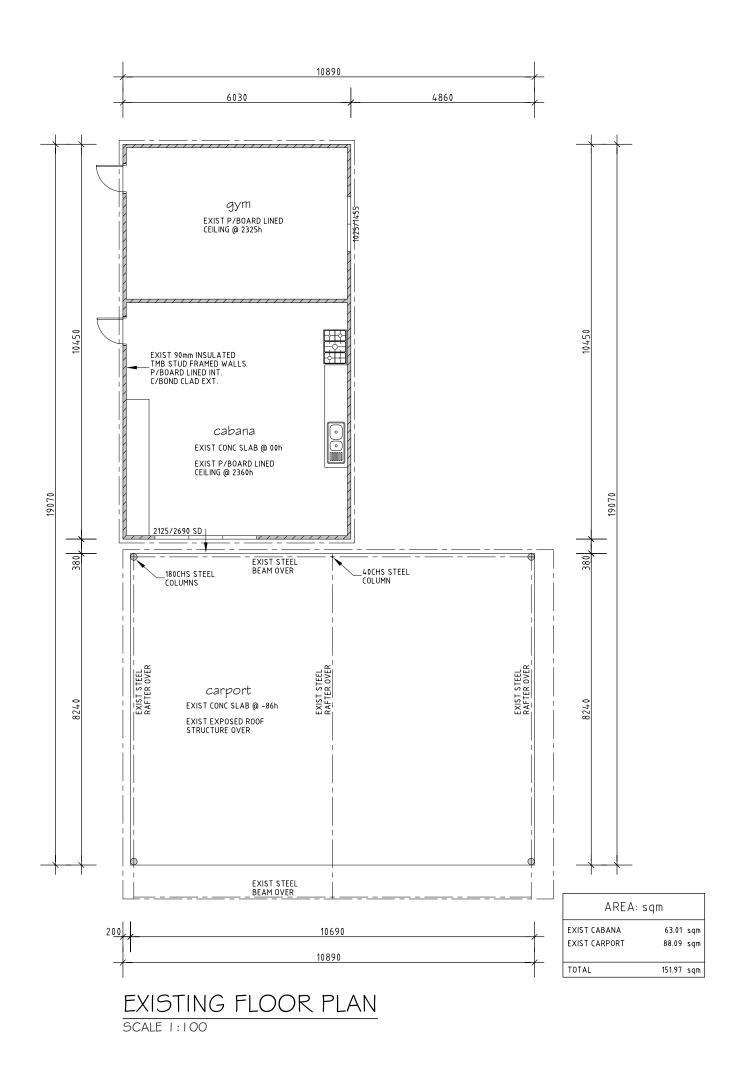
PROPOSED DEVELOPMENT TO LOT 270, No. 358 BULLER ROAD, HAMEL

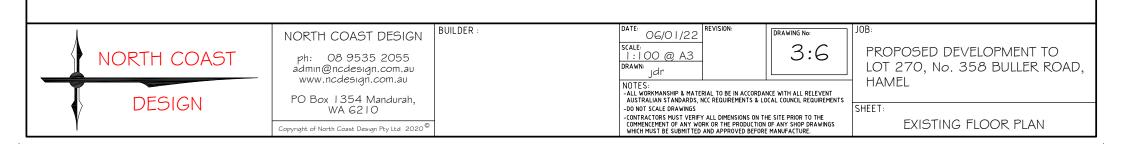
AERIAL IMAGE

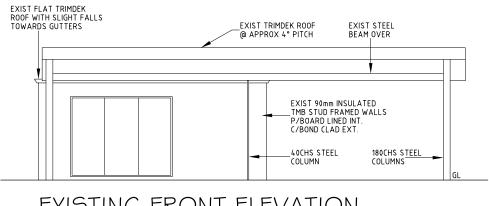


SITE PLAN
SCALE 1:800



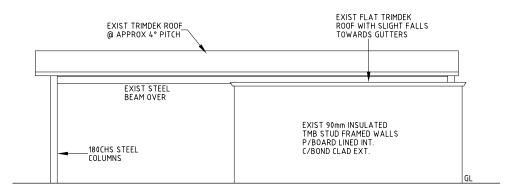






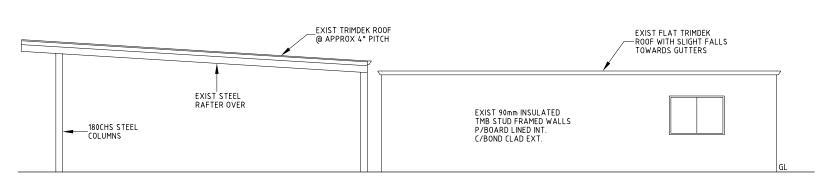
EXISTING FRONT ELEVATION

SCALE 1:100



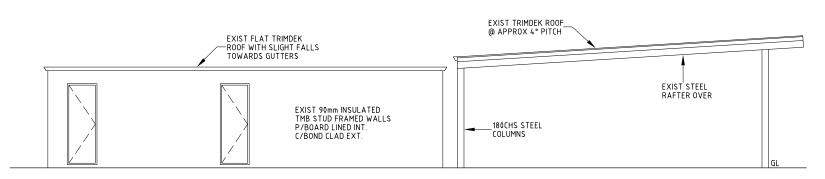
# EXISTING REAR ELEVATION

SCALE 1:100



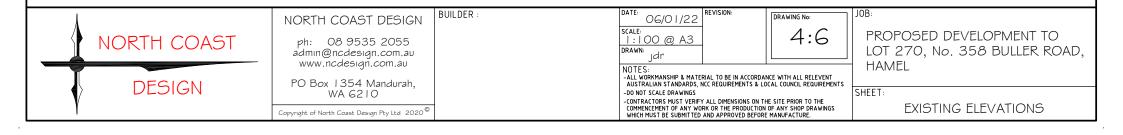
# EXISTING R / HAND ELEVATION

SCALE 1:100

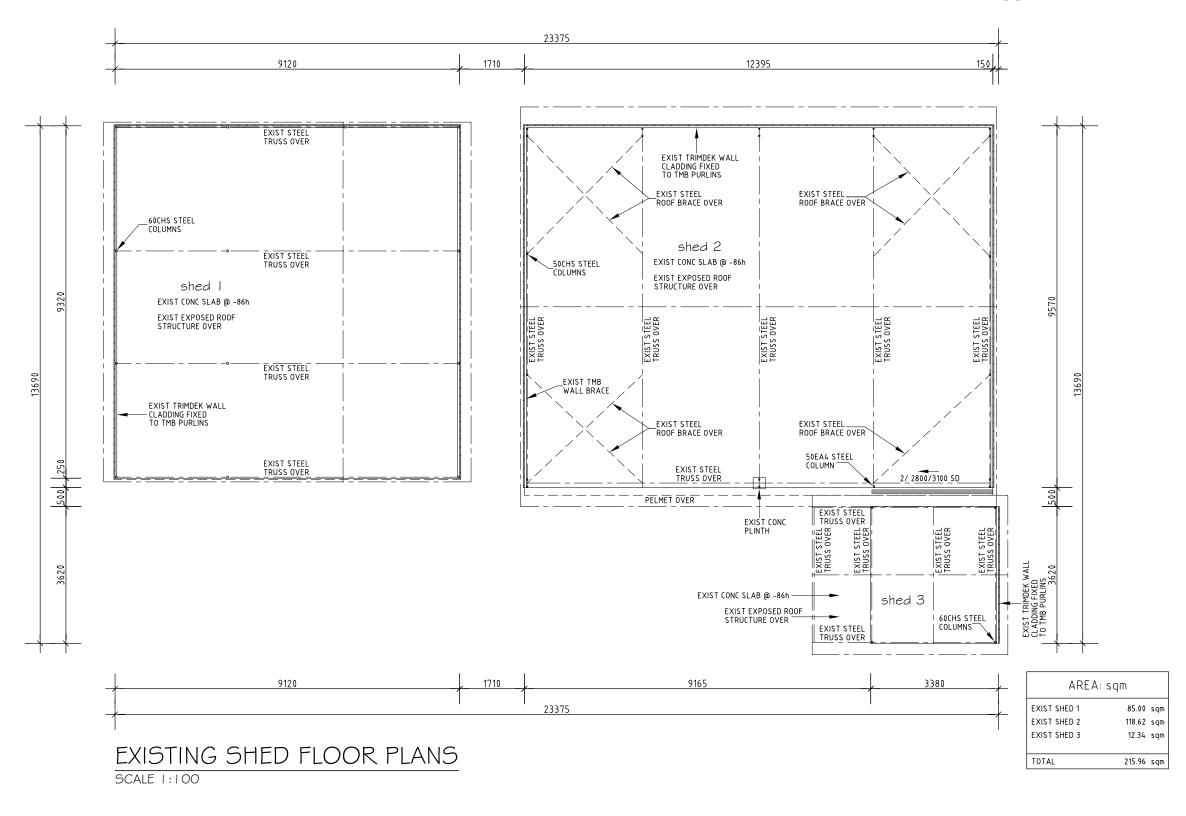


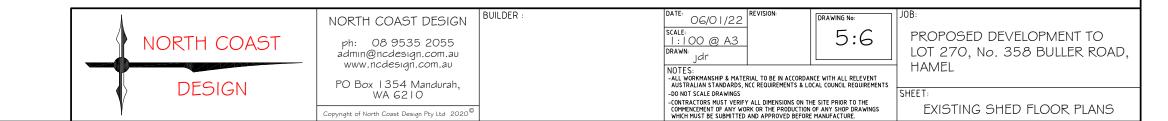
# EXISTING L / HAND ELEVATION

SCALE 1:100

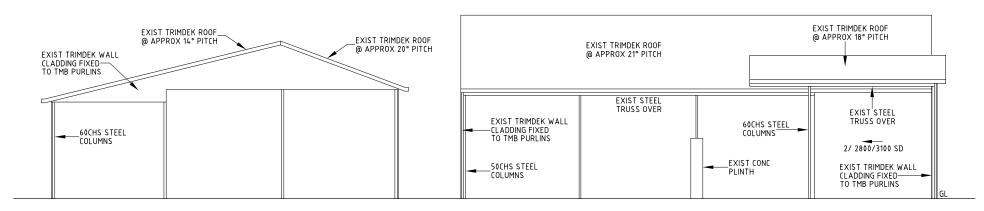


### Appendix 11.1.4 B



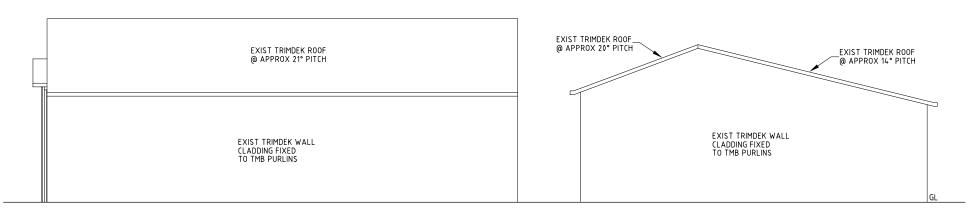


### Appendix 11.1.4 B



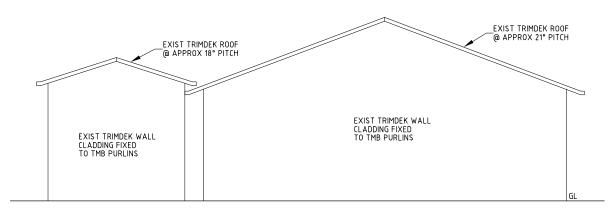
### EXISTING SHED FRONT ELEVATIONS

SCALE 1:100



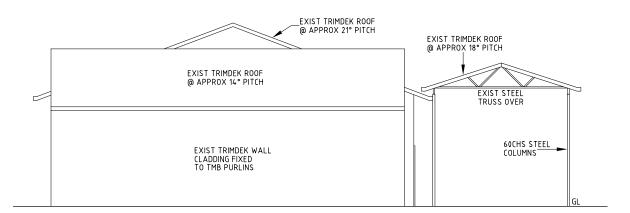
### EXISTING SHED REAR ELEVATIONS

SCALE 1:100



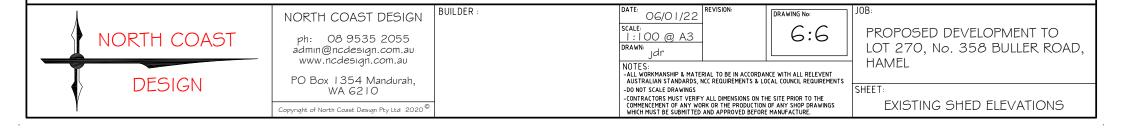
# EXISTING SHED R / HAND ELEVATIONS

SCALE 1:100



# EXISTING SHED L / HAND ELEVATIONS

SCALE 1:100



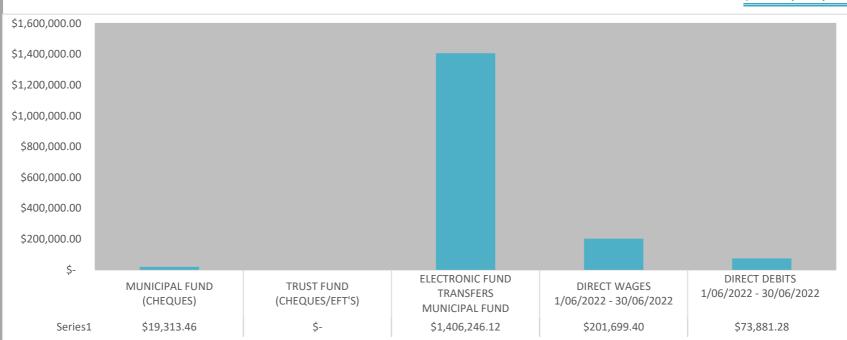


# SUMMARY OF PAYMENTS FOR THE PERIOD 1/06/2022 TO 30/06/2022

Appendix 11.2.1

ACCOUNT	CHEQUE NO'S	TOTAL
MUNICIPAL FUND (CHEQUES)	9945 - 9959	\$ 19,313.46
TRUST FUND (CHEQUES/EFT'S)	Nil	\$ -
ELECTRONIC FUND TRANSFERS MUNICIPAL FUND	36542 - 36726	\$ 1,406,246.12
DIRECT WAGES 1/06/2022 - 30/06/2022	N/A	\$ 201,699.40
DIRECT DEBITS 1/06/2022 - 30/06/2022	N/A	\$ 73,881.28

GRAND TOTAL: \$ 1,701,140.26



	List of Accounts Due & Submitted to Committee July 2022							
	Municipal Funds Cheques June 2022							
Chq/EFT	Date	Name	Description		An	nount		
9945	03/06/2022	BULK BILLING CLERK DEPARTMENT OF TRANSPORT	Disclosure of Information Fees - Electronic Search			-4.10		
9946	03/06/2022	OPTUS BILLING SERVICES	Telephone Charges			-2880.11		
9947	03/06/2022	PETTY CASH - please pay cash	Petty Cash Reimbursements			-269.00		
9948	03/06/2022	SHIRE OF WAROONA - SUNDRY DEBTORS	Payroll Deductions			-700.00		
9949	10/06/2022	SHIRE OF WAROONA	BSL Commission Collected - May 2022			-105.00		
9950	17/06/2022	BULK BILLING CLERK DEPARTMENT OF TRANSPORT	Disclosure of Information Fees			-4.10		
9951	17/06/2022	OPTUS BILLING SERVICES	Internet Charges			-207.92		
9952	17/06/2022	PETTY CASH - please pay cash	Petty Cash Reimbursements			-81.00		
9953	17/06/2022	SHIRE OF WAROONA - SUNDRY DEBTORS	Payroll Deductions			-700.00		
9954	17/06/2022	SHIRE OF WAROONA	Purchase Shire Plates - 1191WR			-200.00		
9955	17/06/2022	CHRISTINE HYDE	Payment of Consignment Stock - Visitor Centre			-258.75		
9956	24/06/2022	BUNNINGS MANDURAH	Blinds for Creche & Court 1 - Rec Centre			-636.12		
9957	24/06/2022	OPTUS BILLING SERVICES	Sat Sleeve - Volunteer Rangers			-16.75		
9958	24/06/2022	SYNERGY	Electricity Charges			-13217.61		
9959	24/06/2022	SHIRE OF WAROONA	BCITF Commission Collected - May 2022			-33.00		
			TOTAL MUNICIPAL FUND	S CHEQUES	-\$	19,313.46		

Trust Fund Cheques/EFTs						
Chq/EFT	Date	Name	Description			Amount
	•	NIL	·			
				TOTAL TRUST CHEQUES		\$

	Direct Debit Payments						
Direct Debit	Date	Name	Description	Amount			
DD20411.1	22/06/2022	PUMA ENERGY - WEX AUSTRALIA PTY LTD	Fuel - Waroona West Fire Brigade	-42.84			
DD20424.1	01/06/2022	HOST PLUS SUPERANNUATION FUND	Payroll Deductions	-2419.41			
DD20424.2	01/06/2022	UNISUPER	Superannuation Contributions	-336.69			
DD20424.3	01/06/2022	AWARE SUPER	Payroll Deductions	-15558.62			
DD20424.4	01/06/2022	AUSTRALIAN SUPER	Superannuation Contributions	-903.05			
DD20424.5	01/06/2022	SUNSUPER	Superannuation Contributions	-421.27			
DD20424.6	01/06/2022	CBUS SUPERANNUATION	Superannuation Contributions	-677.80			
DD20424.7	01/06/2022	REST SUPER - RETAIL EMPLOYEES SUPERANNUATION	Superannuation Contributions	-365.22			
DD20424.8	01/06/2022	AUSTRALIAN ETHICAL RETAIL SUPERANNUATION FUND	Superannuation Contributions	-186.40			
DD20424.9	01/06/2022	COMMONWEALTH ESSENTIAL SUPER	Superannuation Contributions	-117.45			
DD20429.1	08/06/2022	AWARE SUPER	Superannuation Contributions	-68.86			
DD20429.2	08/06/2022	SUNSUPER	Superannuation Contributions	-39.78			
DD20429.3	08/06/2022	REST SUPER - RETAIL EMPLOYEES SUPERANNUATION	Superannuation Contributions	-27.42			
DD20438.1	27/06/2022	WA TREASURY CORPORATION	Loan No. 117 Interest payment - Basketball Stadium Loan	-9720.29			
DD20453.1	07/06/2022	FINES ENFORCEMENT AGENCY	Lodgement Fees - Unpaid Infringements	-1272.00			
DD20455.1	15/06/2022	HOST PLUS SUPERANNUATION FUND	Payroll Deductions	-2490.65			
DD20455.2	15/06/2022	COLONIAL FIRST STATE FIRSTCHOICE WHOLESALE	Superannuation Contributions	-60.35			
DD20455.3	15/06/2022	UNISUPER	Superannuation Contributions	-336.69			
DD20455.4	15/06/2022	AWARE SUPER	Payroll Deductions	-16237.65			
DD20455.5	15/06/2022	AUSTRALIAN SUPER	Superannuation Contributions	-1093.49			
DD20455.6	15/06/2022	SUNSUPER	Superannuation Contributions	-474.32			
DD20455.7	15/06/2022	CBUS SUPERANNUATION	Superannuation Contributions	-576.76			

			TOTAL DIRECT DEBIT PAYMENT	-\$ 73,881.28
DD20498.12	29/06/2022 MIML - MACQUARIE SUPER ACCUMULATOR	Superannuation Contributions		-41.91
DD20498.11	29/06/2022 COMMONWEALTH ESSENTIAL SUPER	Superannuation Contributions		-97.87
DD20498.10	29/06/2022 AUSTRALIAN ETHICAL RETAIL SUPERANNUATION FUND	Superannuation Contributions		-196.59
DD20455.11	15/06/2022 MIML - MACQUARIE SUPER ACCUMULATOR	Superannuation Contributions		-52.39
DD20455.10	15/06/2022 COMMONWEALTH ESSENTIAL SUPER	Superannuation Contributions		-41.60
DD20424.10	01/06/2022 COLONIAL FIRST STATE FIRSTCHOICE WHOLESALE	Superannuation Contributions		-67.05
DD20498.9	29/06/2022 REST SUPER - RETAIL EMPLOYEES SUPERANNUATION	Superannuation Contributions		-529.37
DD20498.8	29/06/2022 CBUS SUPERANNUATION	Superannuation Contributions		-576.76
DD20498.7	29/06/2022 SUNSUPER	Superannuation Contributions		-474.32
DD20498.6	29/06/2022 AUSTRALIAN SUPER	Payroll Deductions		-1043.74
DD20498.5	29/06/2022 AWARE SUPER	Payroll Deductions		-13229.20
DD20498.4	29/06/2022 UNISUPER	Superannuation Contributions		-336.69
DD20498.3	29/06/2022 COLONIAL FIRST STATE FIRSTCHOICE WHOLESALE	Superannuation Contributions		-67.05
DD20498.2	29/06/2022 BT SUPER FOR LIFE	Superannuation Contributions		-142.65
DD20498.1	29/06/2022 HOST PLUS SUPERANNUATION FUND	Payroll Deductions		-2501.73
DD20488.1	23/06/2022 IINET TECHNOLOGIES	Internet Fees - Landcare		-109.95
DD20482.1	29/06/2022 TELAIR PTY LTD	Monthly Access Fee - Fax		-285.95
DD20455.9	15/06/2022 AUSTRALIAN ETHICAL RETAIL SUPERANNUATION FUND	Superannuation Contributions		-186.40
DD20455.8	15/06/2022 REST SUPER - RETAIL EMPLOYEES SUPERANNUATION	Superannuation Contributions		-473.05

		N	lunicipal Electronic Funds Transfers	
Chq/EFT	Date	Name	Description	Amount
EFT36542	01/06/2022	ACTION SHEDS AUSTRALIA PTD LTD	Deposit - Visitor Centre Storage Shed	-1824.21
EFT36543	03/06/2022	KLEEN WEST DISTRIBUTORS	Cleaning Product Labels	-10.40
EFT36544	03/06/2022	TOURISM COUNCIL WA	WA Tourism Conference - Cr Purcell	-1190.00
EFT36545	03/06/2022	HOOTS HONEY (STEPHEN HOOTON)	Remove Bee Nests	-300.00
EFT36546	03/06/2022	PEEL & ROCKINGHAM VOLUNTEER RESOURCE CENTRE	Sponsorship - Peel Community Group 2021	-550.00
EFT36547	03/06/2022	DATA 3	Acrobat Pro DC Adobe Subscription	-135.21
EFT36548	03/06/2022	MAIA FINANCIAL	Spin Bike & Cardio Equipment Lease	-8278.64
EFT36549	03/06/2022	ESTUARY BOBCATS	Dig out Table Drains - Visitor Centre	-1540.00
EFT36550	03/06/2022	SPYKER BUSINESS SOLUTIONS	Repair CCTV - Waroona Rec Centre	-1347.50
EFT36551	03/06/2022	CITY & REGIONAL FUELS	Fuel	-6650.72
EFT36552	03/06/2022	ROBERT JETTA	Welcome to the Country - Breaking for the Ground Ceremony	-300.00
EFT36553	03/06/2022	BUNBURY CITY MOTORCYCLES	Parts	-385.90
EFT36554	03/06/2022	HELLO PERTH	Hello Perth WA Map	-975.00
EFT36555	03/06/2022	MALMAR ENTERPRISES & AMICA TRADING CO	Visitor Centre Stock	-3230.00
EFT36556	03/06/2022	THE DISTRIBUTORS PERTH	Kiosk Items	-166.05
EFT36557	03/06/2022	COMPLETE REFRIGERATION & AIR	Clean Airconditioning - Community Centre	-240.33
EFT36558	03/06/2022	EXAMINER NEWSPAPERS	Advertising	-220.00
EFT36559	03/06/2022	TOLL TRANSPORT PTY LTD	Freight	-144.39
EFT36560	03/06/2022	MAXIMA TRAINING GROUP (AUST) LIMITED	Civil Traineeship - Depot	-2892.89
EFT36561	03/06/2022	STORYBOX CONSULTING PTY LTD	Major Projects - Economic Assessments	-3616.25
EFT36562	03/06/2022	CORSIGN	Steel Flex Guide Posts	-3041.50
EFT36563	03/06/2022	FIFO COMMERCIAL FLOORING	Replace Recreation Centre Carpet	-13000.00
EFT36564	03/06/2022	CLEANING SUPPLIES WA (SHOP)	Cleaning Products	-388.98
EFT36565	03/06/2022	AUSTRALIAN SERVICES UNION	Payroll Deductions	-101.60
EFT36566	03/06/2022	CURTIS ELECTRICAL CONTRACTING PTY LTD	Electrical Works	-1359.44
EFT36567	03/06/2022	INKSPOT PRINTING	New Magnet Logo for Lectern	-71.50

EFT36568	03/06/2022 JASON SIGNMAKERS	Prohibition Signs	-172.44
EFT36569	03/06/2022 LANDGATE	Valuation Fees - Rural UV General Revaluation 2021/22	-13099.75
EFT36570	03/06/2022 LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	Advertising	-165.00
EFT36571	03/06/2022 PLANT INVESTMENTS PTY LTD	Grave Digging, Maintenance Works - Paterson Road & Buller Road Refuse Site	-1408.00
EFT36572	03/06/2022 RIGGS AUTO CENTRE	Car Service - 101WR	-261.00
EFT36573	03/06/2022 CHILD SUPPORT AGENCY	Payroll Deductions	-377.82
EFT36574	03/06/2022 SHIRE OF WAROONA STAFF LOTTO SYNDICATE	Payroll Deductions	-120.00
EFT36575	03/06/2022 SHIRE OF MURRAY	Environmental Health Services & IT Services	-5746.51
EFT36576	03/06/2022 WAROONA BOWLING CLUB	Catering - Emergency Services Dinner	-2891.00
EFT36577	03/06/2022 WOODBURY PLUMBING	Plumbing Works	-330.00
EFT36578	03/06/2022 WAROONA RURAL SERVICES	Hardware Supplies	-276.35
EFT36579	03/06/2022 IAN DIFFEN CITY DISCOUNT TYRES WAROONA	Fit New Tyres, Tyre Repairs, Battery	-1405.75
EFT36580	03/06/2022 WAROONA MITRE 10	Hardware Supplies	-175.40
EFT36581	10/06/2022 KLEEN WEST DISTRIBUTORS	Cleaning Products	-464.64
EFT36582	10/06/2022 CASTLEDEX	Stationery	-185.76
EFT36583	10/06/2022 HEATLEY INDUSTRIAL AND SAFETY	Safety Glasses	-225.71
EFT36584	10/06/2022 BUILDING COMMISSION	BSL Collections - May 2022	-3879.51
EFT36585	10/06/2022 HUCKLEBERRY'S TANK AND WATER SERVICE	Deliver Potable Water - Buller Road Refuse Site	-480.00
EFT36586	10/06/2022 CLUNE GROUP PTY LTD T/A PEAK TRAFFIC MANAGEMENT		-23685.48
EFT36587	10/06/2022 STRATEGIC ASSET & BUILDING SOLUTIONS (DAVE	Construct Floor Hatch to Timber Flooring - Waroona Bowling Club	-350.00
EFT36588	10/06/2022 360 ENVIRONMENTAL PTY LTD	Sullage Pond Sampling - Buller Road Refuse Site	-1556.50
EFT36589	10/06/2022 HAROLD & DIANA JOLLEY	Rates Refund - 5 Wood Avenue, Waroona	-794.00
EFT36590	10/06/2022 COMPLETE REFRIGERATION & AIR	Install Air Conditioning System - Depot	-11711.93
EFT36591	10/06/2022 SCOPE BUSINESS IMAGING	Photocopier Charges	-798.55
EFT36592	10/06/2022 RISE URBAN PTY LTD	Contract Planning Consultants	-6462.50
EFT36593	10/06/2022 CURTIS ELECTRICAL CONTRACTING PTY LTD	Disconnect Power - Buller Road Refuse Site Sullage Ponds	-403.43
EFT36594	10/06/2022 DENEEFE SIGNS PTY LTD	Rural Addressing Plates	-341.00
EFT36595	10/06/2022 DE ROSAS HIGHWAY MOTORS	Parts	-206.55
EFT36596	10/06/2022 DEPARTMENT OF FIRE & EMERGENCY SERVICES (DFES)	2021/22 ESL Quarter 4 Payment	-25803.05
EFT36597	10/06/2022 HARVEY WATER	Water Consumption	-5055.23
EFT36598	10/06/2022 JASON SIGNMAKERS	Custom Firewood Signage	-280.83
EFT36599	10/06/2022 THE WORKWEAR GROUP (PREVIOUSLY NEAT N' TRIM)	Staff Uniforms	-48.00
EFT36600	10/06/2022 OFFICEWORKS	Stationery	-225.64
EFT36601	10/06/2022 SUBARU MANDURAH	Service 103WR	-588.30
EFT36602	10/06/2022 THE WEST AUSTRALIAN (HARVEY REPORTER)	Advertising	-1828.02
EFT36603	10/06/2022 ST JOHN AMBULANCE WAROONA	First Aid Training - Depot	-800.00
EFT36604	10/06/2022 MOORE STEPHENS	WALGA Tax GST Workshop - Finance Officer	-880.00
EFT36605	10/06/2022 WOODBURY PLUMBING	Backflow Testing - Preston Beach Fire Station	-220.00
EFT36606	10/06/2022 WA HORTICULTURAL DEVELOPMENTS PTY LTD	Garden Maintenance	-6793.88
EFT36607	10/06/2022 WAROONA WOOD SUPPLIES	Supply Machinery & Operators to Remove Trees - Nanga Brook Road	-21227.25
EFT36608	17/06/2022 DEPARTMENT OF BIODIVERSITY, CONSERVATION AND	Nature Books	-415.97
EFT36609	17/06/2022 NAOMI PURCELL	Councillor Fees	-6633.00
EFT36610	17/06/2022 PETES TREEWORX	Tree Pruning & QTRA	-6432.25
EFT36611	17/06/2022 PETES TREEWORK  17/06/2022 RENIER & CHRISTINE THEELEN	Photography Art Trail & Operators	-950.00
EFT36612	17/06/2022 ORIGIN ENERGY	LP Gas	-950.00 -577.95
EFT36613	17/06/2022 ORIGIN ENERGY 17/06/2022 ESTUARY BOBCATS	Road Construction & Maintenance Works, Remove Sand - Sullage Ponds	
EF130013	11/00/2022 ESTUART DUDGATS	Noau Construction α iviaintenance works, κemove Sand - Sullage Ponds	-56171.50

EFT36614	17/06/2022 WESTERN STABILISERS	Wet Hire Pozi Track - Nanga Road	-9038.40
EFT36615	17/06/2022 D & E DIESEL SERVICES	New Hose - CAT Loader	-51.59
EFT36616	17/06/2022 A PLUS TRAINING SOLUTIONS	Operate & Maintain Chainsaws Safety Training - Depot	-700.00
EFT36617	17/06/2022 CR KAREN ODORISIO	Councillor Fees	-5390.00
EFT36618	17/06/2022 GEOFF BLACK	Payment of Consignment Stock - Visitor Centre	-78.75
EFT36619	17/06/2022 TRICIA MICHELLE DALLING	Payment of Consignment Stock - Visitor Centre	-44.90
EFT36620	17/06/2022 STRATEGIC ASSET & BUILDING SOLUTIONS (DAVE	Construct New Benches - Rec Centre	-1844.50
EFT36621	17/06/2022 NRM CONSULTANTS	Structural Engineers Report - Rotunda at Centennial Park	-965.25
EFT36622	17/06/2022 CONCEPT MEDIA (HAVE A GO NEWS)	Advertising	-960.30
EFT36623	17/06/2022 WAROONA HARVEY BUS SERVICES	Bus Services - Youth Fusion Event	-605.00
EFT36624	17/06/2022 DAVREY GROWERS	Payment of Consignment Stock - Visitor Centre	-87.75
EFT36625	17/06/2022 UNDERCOVER SW	Laser Tag Hire - School Holiday Program	-1300.00
EFT36626	17/06/2022 ALANA RAINER	Payment of Consignment Stock - Visitor Centre	-40.50
EFT36627	17/06/2022 WAROONA ABORIGINAL AND TORRES STRAIT ISLANDER	Alcoa Micro Grant	-1500.00
EFT36628	17/06/2022 LITTLE FARM HONEY - MAREE ELLIS	Payment of Consignment Stock - Visitor Centre	-183.75
EFT36629	17/06/2022 MAXIMA TRAINING GROUP (AUST) LIMITED	Civil Traineeship - Depot	-1767.97
EFT36630	17/06/2022 AMPAC DEBT RECOVERY	Debt Recovery Costs	-744.85
EFT36631	17/06/2022 ARTISTRALIA	Copyright for Screening of Encanto - School Holiday Program	-192.50
EFT36632	17/06/2022 LISA GAYE WALKER	Payment of Consignment Stock - Visitor Centre	-52.50
EFT36633	17/06/2022 DnDS LOLLY JAR	Voucher - Real Peel Deals Collaborative	-50.00
EFT36634	17/06/2022 JOSH COWLING PHOTOGRAPHY	Photography - Waroona Community Precinct Breaking of the Ground Ceremony	-300.00
EFT36635	17/06/2022 ERECTIONS WA	Install W/Beam Guardrail - Nanga Road	-66693.00
EFT36636	17/06/2022 HELEN THERESE HENDERSON (art mirrors Australia)	Payment of Consignment Stock - Visitor Centre	-97.50
EFT36637	17/06/2022 INDEPENDENT LAB SERVICES (NUI MILTON) (CASALANA	Payment of Consignment Stock - Visitor Centre	-30.00
EFT36638	17/06/2022 VEND PTY LIMITED (Lightspeed)	Point of Sale Subscription - Visitor Centre	-2034.60
EFT36639	17/06/2022 TESS PURCELL	Payment of Consignment Stock - Visitor Centre	-17.55
EFT36640	17/06/2022 GREENWAY TURF SOLUTIONS PTY LTD	Supply Turf	-495.00
EFT36641	17/06/2022 SUMMERS LEGAL PTY LTD	Legal Fees - TP2286	-10000.00
EFT36642	17/06/2022 AUSTRALIAN SERVICES UNION	Payroll Deductions	-77.70
EFT36643	17/06/2022 ARROW BRONZE	Plaque - Single Niche Gazebo	-314.88
EFT36644	17/06/2022 BCITF	BCITF Collections - May 2022	-1865.53
EFT36645	17/06/2022 CLEANAWAY	Bin Collection	-27279.73
EFT36646	17/06/2022 CARROLL AND RICHARDSON FLAGS	Inclusive Street Banner - National Australia Day Council Grant	-2636.70
EFT36647	17/06/2022 DORMAKABA AUSTRALIA PTY LTD	Replace Entry Door - Rec Centre	-5071.00
EFT36648	17/06/2022 HARVEY COURIER	Freight	-36.33
EFT36649	17/06/2022 HOBSONS FURNITURE STORE	Supply & Install Blinds - 1 Eastcott Street	-247.00
EFT36650	17/06/2022 LANDGATE	Valuation Fees	-164.20
EFT36651	17/06/2022 LEISURE INSTITUTE OF W.A. AQUATICS (INC)	LIWA Membership - Rec Centre	-132.00
EFT36652	17/06/2022 LAKE NAVARINO HOLIDAY PARK	Gift Voucher - Real Peel Deals Collaborative	-200.00
EFT36653	17/06/2022 A1 LOCKSMITHS (MANDURAH LOCK & KEY)	Re-key Landcare Building	-2644.50
EFT36654	17/06/2022 METRO COUNT	Welded Battery Packs	-81.40
EFT36655	17/06/2022 McLEODS	Legal Fees	-929.63
EFT36656	17/06/2022 THE WORKWEAR GROUP (PREVIOUSLY NEAT N' TRIM)	Staff Uniforms	-559.95

EFT36658	17/06/2022 PISCONERI FAMILY TRUST	Rubbish Tip Contract			-12749.00
EFT36659	17/06/2022 CHILD SUPPORT AGENCY	Payroll Deductions			-377.82
EFT36660	17/06/2022 SHIRE OF WAROONA STAFF LOTTO SYNDICATE	Payroll Deductions			-112.00
EFT36661	17/06/2022 SYNERGY - STREETLIGHT ACCOUNT	Street Lighting			-8080.54
EFT36662	17/06/2022 STOCKMAN HOLDEN	Service 104WR			-599.00
EFT36663	17/06/2022 LAURIE JEAN SNELL	Councillor Fees			-5390.00
EFT36664	17/06/2022 UPTON, RG & CO	Fuel Tank			-91.80
EFT36665	17/06/2022 WAROONA NEWS	Stationery			-306.85
EFT36666	17/06/2022 WOODBURY PLUMBING	Plumbing Works			-1659.63
EFT36667	17/06/2022 WAROONA RURAL SERVICES	Hardware Supplies			-1137.30
EFT36668	17/06/2022 WAROONA IGA	Groceries			-776.75
EFT36669	17/06/2022 M. WALMSLEY	Councillor Fees			-10361.50
EFT36670	17/06/2022 WAROONA MITRE 10	Hardware Supplies			-621.73
EFT36671	17/06/2022 WAROONA WOOD SUPPLIES	Drainage Construction Nanga Road, Empty Sullage Po	nds		-40631.00
EFT36672	17/06/2022 JOHN ANTHONY MASON	Councillor Fees			-5390.00
EFT36673	17/06/2022 JEANETTE AUDINO (Beadsparklez)	Payment of Consignment Stock - Visitor Centre			-65.70
EFT36674	17/06/2022 CR VINCE VITALE	Councillor Fees			-5390.00
EFT36675	17/06/2022 BARBARA DAWN BENNETT	Payment of Consignment Stock - Visitor Centre			-75.00
EFT36676	17/06/2022 SANDRA HEPTON	Payment of Consignment Stock - Visitor Centre			-270.85
EFT36677	17/06/2022 DRAKESBROOK WINES PTY LTD	Gift Voucher - Real Peel Deals Collaborative			-90.00
EFT36678	17/06/2022 DION JOSEPH PISCONERI	Councillor Fees			-5390.00
EFT36679	17/06/2022 JANET BURNE	Payment of Consignment Stock - Visitor Centre			-90.00
EFT36683	20/06/2022 NATIONAL AUSTRALIA BANK	,			-2054.11
	Chief Executive Officer Credit Card	WA Tourism Conference - Cr Purcell	\$	495.00	
		Card Fee	\$	9.00	
		Out a 1 00	Total CEO \$	504.00	
	Director Corporate & Community Services Credit Card	Google Suite - Waroona Councillor	10tal 020 \$	221.76	
	Director Corporate & Community Services Credit Card	Card Fee	\$	9.00	
		Calu Fee	· · · · · · · · · · · · · · · · · · ·	230.76	
	Managar Place & Community Poyalonment Credit Cord	Eachack Advartising	Total DCCS \$	37.77	
	Manager Place & Community Development Credit Card	Facebook Advertising	•		
		Card Fee	\$	9.00	
			Total MPCD \$	46.77	
	Manager Corporate Services Credit Card	Mail Chimp Subscription	\$	15.71	
		Various Books - Library	\$	413.97	
		Jigsaw Puzzles - Library	\$	413.30	
		Card Fee	\$	9.00	
			Total MCC \$	851.98	
	Visitor Centre Manager Credit Card	Card Fee	\$	9.00	
		Total VCM	\$	9.00	
	Director Infrastructure & Development Services Credit Car	d Card Fee	\$	9.00	
			Total DIDS \$	9.00	
	<b>Building Maintenance Officer Credit Card</b>	Window Tinting - BMO Vehicle	\$	225.00	
		Card Fee	\$	9.00	
			Total BMO \$	234.00	
	<b>Executive Assistant Credit Card</b>	Catering - Working Lunch NRM Conference - DIDS	\$	158.00	
		Card Fee	\$	9.00	
			Totals EA \$	167.00	
		Interest & Other Charges	\$	1.60	
		g	Total Interest & Other Charges \$	1.60	
			Total Interest & Other Orlarges \$	1.00	

		TOTAL MUNICIPAL ELECTRONIC FUNDS TRANSFER	-\$ 1,406,246.12
EFT36726	24/06/2022 WILMA GENE REIBEL	Rates Refund - 21 Russell Drive, Waroona	-794.20
EFT36725	24/06/2022 CAFE WAROONA	Catering - Volunteer Afternoon Tea	-60.50
EFT36724	24/06/2022 WAROONA MITRE 10	Hardware Supplies	-312.12
EFT36723	24/06/2022 PUMA WAROONA ROADHOUSE	Fuel	-2113.96
EFT36722	24/06/2022 IAN DIFFEN CITY DISCOUNT TYRES WAROONA	Fit New Tyres - Mazda BT50	-1949.20
EFT36721	24/06/2022 WAROONA LICENCED POST OFFICE (OLD DONT USE)	Postage Charges	-200.00
EFT36720	24/06/2022 TERRY WHITE CHEMMART PHARMACY WAROONA	Sharps Containers	-31.96
EFT36719	24/06/2022 TELSTRA CORPORATION LIMITED	Relocation Services - Corner Coronation & Fawcett Road	-58641.54
EFT36718	24/06/2022 SHIRE OF MURRAY	Emergency Service Coordinator, IT Services & Equipment Hire	-20340.99
EFT36717	24/06/2022 Pinjarra Bakery & Patisserie	Catering - Farewell Morning Tea - Brad Vitale	-54.60
EFT36716	24/06/2022 SUBARU MANDURAH	Service 106WR	-687.15
EFT36715	24/06/2022 THE WORKWEAR GROUP (PREVIOUSLY NEAT N' TRIM)	Staff Uniforms	-392.90
EFT36714	24/06/2022 LGIS RISK MANAGEMENT	Regional Risk Co-ordinator Fee 2021-2022	-4739.44
EFT36713	24/06/2022 LANDGATE	GRV Revaluation 2021/22	-59671.36
EFT36712	24/06/2022 SOUTH WEST ISUZU	Parts	-212.26
EFT36711	24/06/2022 INKSPOT PRINTING	Business Cards	-95.00
EFT36710	24/06/2022 IT VISION	Report Manager Intermediate Course	-495.00
EFT36709	24/06/2022 FOREST EDGE RECREATION CAMP	Indoor Rock Climbing Activity - Youth Fusion Event	-672.00
EFT36708	24/06/2022 WINC AUSTRALIA PTY LIMITED	Stationery	-1234.27
EFT36707	24/06/2022 HELENLEE (HEATHER) ADAMSON	Research Flora/Fauna Trails	-520.00
EFT36706	24/06/2022 GREENWAY TURF SOLUTIONS PTY LTD	Supply Turf	-198.00
EFT36705	24/06/2022 BINDI BINDI PUBLISHING	Children's Books - Visitor Centre	-216.00
EFT36704	24/06/2022 SHOP FOR SHOPS	Brochure & Stock Display - Visitor Centre	-527.45
EFT36703	24/06/2022 CLEANING SUPPLIES WA (SHOP)	Cleaning Supplies	-714.89
EFT36701	24/06/2022 NICK KIDD FAMILY TRUST	Maxbolt Shuttlecocks	-144.00
EFT36700	24/06/2022 EPCAD	Design - Waroona Community Precinct	-10065.00
EFT36700	24/06/2022 MOZZEE PTY LTD	Visit Waroona Website	-4532.00
EFT36699	24/06/2022 MADISON ODORISIO	Reimburse Gym Cancellation Fee - Overpaid	-112.90
EFT36698	24/06/2022 MONUMENTAL SERIVCES PTY LTD T/AS ABV LEISURE	Waroona Sport & Recreation Precinct Master Plan	-18845.75
EFT36697	24/06/2022 CORSIGN	Signage	-132.00
EFT36696	24/06/2022 MAXIMA TRAINING GROUP (AUST) LIMITED	Civil Traineeship - Depot	-926.27
EFT36695	24/06/2022 PETROLEUM SERVICES	Relocate ULP Pump to Diesel	-4801.43
EFT36693 EFT36694	24/06/2022 KEENS BOYS TRANSPORT PTY LTD T/AS KEENS TRUCK 24/06/2022 TOLL TRANSPORT PTY LTD	HC Driving Course - Works Supervisor Freight	-2200.00 -68.94
EFT36692	24/06/2022 360 ENVIRONMENTAL PTY LTD	Soil Sample Testing - 26 Fouracre Street, Sullage Pond Sampling	-7159.90
EFT36691	24/06/2022 INTERFIRE AGENCIES PTY LTD	PPE- Waroona West Fire Brigade	-281.77
EFT36690	24/06/2022 BRAD BROOKSBY TRAFFIC SERVICES	Site Inspection Bancell, Somers & Bristol Road	-1856.25
EFT36689	24/06/2022 FRONTLINE TECHNOLOGY SERVICES	365 Email Licence	-860.45
EFT36688	24/06/2022 CLUNE GROUP PTY LTD T/A PEAK TRAFFIC MANAGEMEN		-15381.19
EFT36687	24/06/2022 COATES CIVIL CONSULTING	Engineering Services - Community Precinct, Coronation Road & Millar Street	-7150.00
EFT36686	24/06/2022 PETES TREEWORX	Powerline Tree Pruning	-32518.75
EFT36685	20/06/2022 PINJARRA SETTLEMENTS	Land Purchase - 28 Fouracre Street	-553000.00
			-76611.00
EFT36684	20/06/2022 AUSTRALIAN TAXATION OFFICE	Payroll Deductions	-76611

	Electronic Fund Transfer - Direct Salaries & Wages						
Date	Name	Description		Amount			
01/06/2022	National Australia Bank	Payroll PPE: 1.06.2022	-	95,122.20			
08/06/2022	National Australia Bank	Payroll PPE: 8.06.2022 (One off Pay)	-	879.20			
29/06/2022	National Australia Bank	Payroll PPE: 29.06.2022	-	105,698.00			
		TOTAL DIRECT WAGES TRANSFER	-:	\$ 201,699.40			
Total Municipal Fund Cheques			-	19,313.46			
Total Trust Fund Cheques				-			
Total Direct Debit			-	73,881.28			
Total Electronic Funds			-	1,406,246.12			
Total Direct Wages			-	201,699.40			
		GRAND TOTAL ALL ACCOUNTS PAYABLE	-:	\$ 1,701,140.26			



# MONTHLY FINANCIAL REPORT

# SHIRE OF WAROONA MONTHLY FINANCIAL REPORT



# SHIRE OF WAROONA MONTHLY FINANCIAL REPORT TABLE OF CONTENTS

#### FOR THE PERIOD ENDED 30 JUNE 2022 Statement of Financial Activity by programme 2 Statement of Financial Activity by nature & type 3 Statement of Financial Position 4 - 5 Significant Accounting Policies 6 - 10 Note 1 Note 2 **Graphical Representation** 11 Note 3 **Net Current Funding Position** 12 Note 4 Cash and Investments 13 Note 5 Major Variances 14 Note 6 **Budget Amendments** 15 - 16 Note 7 Receivables 17 Note 8 **Grants and Contributions** 18 Note 9 Cash Backed Reserves 19 Note 10 Capital Disposals and Acquisitions 20 - 22 Note 11 Trust 23 Note 12 **Borrowings** 24

Please note that these financial statements are in draft form due to agenda cutoff times.

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



Second   S	Details	Note	Original Budget	YTD Budget	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	
	Operating Revenues		\$	\$	\$	\$	%	
	Governance		52,984	53,664	78,789	25,125	32%	
Seath   Seat	General Purpose Funding		1,803,902	1,827,253	2,297,900	470,647	20%	•
	Law, Order and Public Safety		173,517	181,147	188,515	7,368	4%	
	Health		37,700	37,700	23,378	(14,322)	(61%)	
	Education and Welfare		55,783	51,378	51,634	256	0%	
	Housing		14,300	14,300	16,518	2,218	13%	
Transport	Community Amenities		1,318,241	1,231,054	1,250,068	19,014	2%	
Transport       1,863,320   1,863,520   1,864,919   (17.28)   (1	Recreation and Culture		1,279,485	1,289,635	510,835	(778,800)	(152%)	•
Camonic Services   2,390,475   2,382,250   96,435   (2,285,170)   √2700   √	Transport							
24.400	Economic Services					(2,285,915)	(2370%)	•
	, ,				•	,		
			0,014,101	0,000,001	0,000,071			
Seneral Purpose Funding   (185,986)   (185,986)   (212,327)   (26,341)   (124)			(1.508.539)	(1.512.192)	(1.425.018)	87.174	6%	
Care   Content   Content			* * * * *					
Realth	· -							
Contaction and Welfare   (490,530)	•							
Community Amenities   (10,344) (27,844) (33,133) (5,289) (1685)   Community Amenities   (1,875,746) (1,862,337) (1,829,326) (23,012) (1485)								
Community Amenities   (1,875,746)   (1,862,337)   (1,629,326)   23,012   14%   V			* * * *					
Recreation and Culture	-							_
Canaport			* * * * * *					_
Company   Comp	·				-			
Column			(641,407)	(644,272)	(609,980)	34,292	6%	
Cunding Balance Adjustment         Control (patric)						(28,622)	(142%)	
Add back Depreciation         3,451,314         3,451,314         3,158,079         (293,255)         (9%)           Adjust (Profit)/Loss on Asset Disposal         10         (37,513)         0         19,026         10,006         10         10         100%)         ▼         V         20,027         79,018         132,483         351,825         ▼         20,027         75,315         81%         A         20,027         75,315         81%         A         P         20,026         17,413         92,727         75,315         81%         A         P         20,026         17,413         92,727         75,315         81%         A         P         20,026         17,413         92,727         75,315         81%         A         P         20,026         19,026         10         0         0         0         0         0	Total		(11,690,491)	(11,617,297)	(10,787,291)			
Adjust (Profit)/Loss on Asset Disposal 10 (37,513) 0 19,026 19,026 19,026 100% 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,614 1,424,614 (100%) 10 1,424,414 (100%) 10 1,4	Funding Balance Adjustment							
Inspent Grants July B/fiwd   0 0 0 0 1,424,614 1,424,614 1,00%   1,	Add back Depreciation		3,451,314	3,451,314	3,158,079	(293,235)	(9%)	
Unspent Grants June C/fwd         0         2 </td <td>Adjust (Profit)/Loss on Asset Disposal</td> <td>10</td> <td>(37,513)</td> <td>0</td> <td>19,026</td> <td>19,026</td> <td>100%</td> <td></td>	Adjust (Profit)/Loss on Asset Disposal	10	(37,513)	0	19,026	19,026	100%	
Set Operating (Ex. Rates)   790,290   790,818   132,483   (351,825)   100	Unspent Grants July B/fwd		0	0	1,424,614	1,424,614	(100%)	
Part	Unspent Grants June C/fwd		0	0	0			
Proceeds from Disposal of Assets   10   208,950   17,413   92,727   75,315   81%   A	Adjust Provisions and Accruals		52,273	0	(77,616)	(77,616)	(100%)	▼
Proceeds from Disposal of Assets 10 208,950 17,413 92,727 75,315 81%	Net Operating (Ex. Rates)		790,290	790,818	132,483	(351,825)		
Proceeds from New Debentures	Capital Revenues							
Self-Supporting Loan Principal   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Proceeds from Disposal of Assets	10	208,950	17,413	92,727	75,315	81%	•
cow Interest Loan Repayments         0         0         0           Interfund Transfer/Adj         0         0         970           Transfer from Reserves         9         190,325         0         214,500         214,500         100%         ▲           Cotal         849,275         467,413         1,308,197         839,815         ▼           Capital Expenses         849,275         467,413         1,308,197         839,815         ▼           Plant and Buildings         10         (1,240,075)         (1,267,135)         (843,889)         423,246         50%         ▼           Plant and Equipment         10         (574,800)         (574,800)         (574,800)         (522,223)         52,577         10%         ▼           Purinciture and Equipment         10         (18,900)         (18,900)         (18,545)         355         2%           Infrastructure Assets - Roads         10         (2,380,756)         (2,380,756)         (2,375,047)         5,79         0%           Repayment of Debentures         10         (4,223,616)         (4,223,616)         (562,948)         3,660,668         650%         ▼           Repayment of Debentures         9         (152,890)         (162,431)	Proceeds from New Debentures		450,000	450,000	1,000,000	550,000	55%	•
Transfer from Reserves 9 190,325 0 214,500 214,500 100% ▲ 1970 1001 1001 1001 1001 1001 1001 1001	Self-Supporting Loan Principal		0	0	0	0		
Transfer from Reserves 9 190,325 0 214,500 214,500 100	Low Interest Loan Repayments		0	0	0			
Total         849,275         467,413         1,308,197         839,815           Capital Expenses         Capital	Interfund Transfer/Adj		0	0	970			
Total         849,275         467,413         1,308,197         839,815           Capital Expenses         Capital	Transfer from Reserves	9	190,325	0	214,500	214,500	100%	•
Capital Expenses       10       (1,240,075)       (1,267,135)       (843,889)       423,246       50%       ▼         Plant and Equipment       10       (574,800)       (574,800)       (522,223)       52,577       10%       ▼         Furniture and Equipment       10       (18,900)       (18,900)       (18,545)       355       2%         Infrastructure Assets - Roads       10       (2,380,756)       (2,380,756)       (2,375,047)       5,709       0%         Repayment of Debentures       10       (4,223,616)       (4,223,616)       (562,948)       3,660,668       650%       ▼         Repayment of Debentures       (104,809)       (104,809)       (95,208)       9,602       10%         Transfer to Reserves       9       (152,890)       (152,890)       (162,431)       (9,541)       (6%)         Principal Payments of Lease Liability       0       (152,890)       0       152,890       10%       ▼         Intel Capital       (8,695,846)       (8,875,796)       (4,580,290)       4,295,506       ▼         Vet Capital       (7,956,281)       (7,617,565)       (3,133,609)       4,783,496       ▼         Value Capital       (7,056,281)       (7,617,565)       (3,134,120)	Total							
Transfer to Reserves  9 (152,890)  10 (1,240,075)  10 (1,240,075)  10 (1,240,075)  11,353,320  12,246  10 (1,240,075)  11,267,135)  12,348,889  123,246  10 (574,800)  10 (18,900)  118,900  118,900)  118,900  11	Capital Expenses		,	•				
Plant and Equipment 10 (574,800) (574,800) (522,223) 52,577 10% ▼ Furniture and Equipment 10 (18,900) (18,900) (18,545) 355 2%  Infrastructure Assets - Roads 10 (2,380,756) (2,380,756) (2,375,047) 5,709 0%  Repayment of Debentures 10 (4,223,616) (4,223,616) (562,948) 3,660,668 650% ▼  Repayment of Debentures 10 (104,809) (104,809) (95,208) 9,602 10%  Transfer to Reserves 9 (152,890) (152,890) (162,431) (9,541) (6%)  Principal Payments of Lease Liability 0 (152,890) 0 152,890 100% ▼  Fotal (8,695,846) (8,875,796) (4,580,290) 4,295,506  Net Capital (7,846,571) (8,408,383) (3,272,093) 5,135,320  Fotal Net Operating + Capital (7,056,281) (7,617,565) (3,139,609) 4,783,496  Rate Revenue 5,130,352 5,023,646 5,134,120 110,474 2%  Depening Funding Surplus(Deficit) 1,363,300 1,356,598 1,356,598 0 0%	· · · ·	10	(1.240.075)	(1.267.135)	(843,889)	423.246	50%	_
Furniture and Equipment 10 (18,900) (18,900) (18,545) 355 2% of the confrastructure Assets - Roads 10 (2,380,756) (2,380,756) (2,375,047) 5,709 0% of the confrastructure Assets - Other 10 (4,223,616) (4,223,616) (562,948) 3,660,668 650% ▼ Repayment of Debentures (104,809) (104,809) (95,208) 9,602 10% of the confrastructure Assets - Other (104,809) (152,890) (152,890) (162,431) (9,541) (6%) of the confrastructure Assets - Other (104,809) (152,890) (152,890) (162,431) (9,541) (6%) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) (104,809) of the confrastructure Assets - Other (104,809)								•
Infrastructure Assets - Roads       10       (2,380,756)       (2,380,756)       (2,375,047)       5,709       0%         Infrastructure Assets - Other       10       (4,223,616)       (4,223,616)       (562,948)       3,660,668       650%       ▼         Repayment of Debentures       (104,809)       (104,809)       (95,208)       9,602       10%         Fransfer to Reserves       9       (152,890)       (152,890)       (162,431)       (9,541)       (6%)         Principal Payments of Lease Liability       0       (152,890)       0       152,890       100%       ▼         Fotal       (8,695,846)       (8,875,796)       (4,580,290)       4,295,506       ▼         Net Capital       (7,846,571)       (8,408,383)       (3,272,093)       5,135,320       ▼         Fotal Net Operating + Capital       (7,056,281)       (7,617,565)       (3,139,609)       4,783,496       ▼         Rate Revenue       5,130,352       5,023,646       5,134,120       110,474       2%         Opening Funding Surplus(Deficit)       1,363,300       1,356,598       1,356,598       0       0%								
Infrastructure Assets - Other 10 (4,223,616) (4,223,616) (562,948) 3,660,668 650% ▼ Repayment of Debentures (104,809) (104,809) (95,208) 9,602 10%  Transfer to Reserves 9 (152,890) (152,890) (162,431) (9,541) (6%)  Principal Payments of Lease Liability 0 (152,890) 0 152,890 100% ▼  Total (8,695,846) (8,875,796) (4,580,290) 4,295,506  Net Capital (7,846,571) (8,408,383) (3,272,093) 5,135,320  Total Net Operating + Capital (7,056,281) (7,617,565) (3,139,609) 4,783,496  Rate Revenue 5,130,352 5,023,646 5,134,120 110,474 2%  Opening Funding Surplus(Deficit) 1,363,300 1,356,598 1,356,598 0 0%	1 1		* * *					
Repayment of Debentures       (104,809)       (104,809)       (95,208)       9,602       10%         Transfer to Reserves       9       (152,890)       (152,890)       (162,431)       (9,541)       (6%)         Principal Payments of Lease Liability       0       (152,890)       0       152,890       100%       ▼         Total       (8,695,846)       (8,875,796)       (4,580,290)       4,295,506       ✓			* * * * * *					_
Transfer to Reserves 9 (152,890) (152,890) (162,431) (9,541) (6%)  Principal Payments of Lease Liability 0 (152,890) 0 152,890 100% ▼  Total (8,695,846) (8,875,796) (4,580,290) 4,295,506  Net Capital (7,846,571) (8,408,383) (3,272,093) 5,135,320  Total Net Operating + Capital (7,056,281) (7,617,565) (3,139,609) 4,783,496  Rate Revenue 5,130,352 5,023,646 5,134,120 110,474 2%  Opening Funding Surplus(Deficit) 1,363,300 1,356,598 1,356,598 0 0%		10						•
Principal Payments of Lease Liability         0         (152,890)         0         152,890         100%         ▼           Fotal         (8,695,846)         (8,875,796)         (4,580,290)         4,295,506         ✓           Net Capital         (7,846,571)         (8,408,383)         (3,272,093)         5,135,320         ✓           Total Net Operating + Capital         (7,056,281)         (7,617,565)         (3,139,609)         4,783,496           Rate Revenue         5,130,352         5,023,646         5,134,120         110,474         2%           Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%		0						
Fotal         (8,695,846)         (8,875,796)         (4,580,290)         4,295,506           Net Capital         (7,846,571)         (8,408,383)         (3,272,093)         5,135,320           Total Net Operating + Capital         (7,056,281)         (7,617,565)         (3,139,609)         4,783,496           Rate Revenue         5,130,352         5,023,646         5,134,120         110,474         2%           Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%		Э						
Net Capital         (7,846,571)         (8,408,383)         (3,272,093)         5,135,320           Fotal Net Operating + Capital         (7,056,281)         (7,617,565)         (3,139,609)         4,783,496           Rate Revenue         5,130,352         5,023,646         5,134,120         110,474         2%           Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%							100%	•
Total Net Operating + Capital         (7,056,281)         (7,617,565)         (3,139,609)         4,783,496           Rate Revenue         5,130,352         5,023,646         5,134,120         110,474         2%           Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%	Total							
Rate Revenue         5,130,352         5,023,646         5,134,120         110,474         2%           Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%	Net Capital							
Opening Funding Surplus(Deficit)         1,363,300         1,356,598         1,356,598         0         0%	Total Net Operating + Capital		• • • • • • • • • • • • • • • • • • • •			4,783,496		
	Rate Revenue		5,130,352	5,023,646	5,134,120	110,474	2%	
Closing Funding Surplus(Deficit) 3 (562,630) (1,237,322) 3,351,109 4,893,970	Opening Funding Surplus(Deficit)		1,363,300	1,356,598	1,356,598	0	0%	
	Closing Funding Surplus(Deficit)	3	(562,630)	(1,237,322)	3,351,109	4,893,970		

# SHIRE OF WAROONA STATEMENT OF FINANCIAL ACTIVITY BY NATURE OR TYPE



Details	Note	Original Budget	YTD Budget	YTD Actual
Operating Revenues		\$	\$	\$
Grants, Subsidies and Contributions	8	2,415,297	2438811.84	2,082,937
Profit on Asset Disposal	10	38,470	34065	1,435
Fees and Charges		1,505,267	1,418,760	1,736,698
Service Charges		0	0	0
Interest Earnings		21,900	11,700	16,889
Other Revenue		101,700	101,700	143,890
Total (Excluding Rates)		4,082,634	4,005,037	3,981,849
Operating Expense				
Employee Costs		(3,508,105)	(3,664,337)	(3,460,435)
Materials and Contracts		(4,027,660)	(3,871,371)	(3,427,998)
Utilities Charges		(421,435)	(421,435)	(379,809)
Depreciation (Non-Current Assets)		(3,451,314)	(3,451,314)	(3,158,079)
Interest Expenses		(22,720)	(22,720)	(19,708)
Insurance Expenses		(241,373)	(241,373)	(215,104)
Loss on Asset Disposal	10	(957)	(957)	(20,461)
Other Expenditure	.0	(306,906)	(238,769)	(212,571)
Reallocation Code		294,979	294,979	106,874
Total		(11,685,491)	(11,617,297)	(10,787,291)
Funding Balance Adjustment		(11,000,401)	(11,011,231)	(10,707,231)
Add Back Depreciation		3,451,314	3,451,314	3,158,079
Adjust (Profit)/Loss on Asset Disposal	10		3,431,314	19,026
, , ,	10	(37,513)	0	
Unspent Grants July B/fwd		0	0	1,424,614
Unspent Grants June C/fwd		0	0	(77.040)
Adjust Provisions and Accruals		52,273	0	(77,616)
Net Operating (Ex. Rates)		(4,136,783)	(4,160,946)	(2,281,339)
Capital Revenues				
Grants, Subsidies and Contributions	8	4,932,073	4,951,764	2,413,823
Proceeds from Disposal of Assets	10	208,950	17,413	92,727
Proceeds from Advances		450,000	450,000	1,000,000
Self-Supporting Loan Principal		0	0	0
Interfund Transfer Adj		0	0	970
Transfer from Reserves	9	190,325	0	214,500
Total		5,781,348	5,419,177	3,722,020
Capital Expenses				
Land and Buildings	10	(1,240,075)	(1,267,135)	(843,889)
Plant and Equipment	10	(574,800)	(574,800)	(522,223)
Furniture and Equipment	10	(18,900)	(18,900)	(18,545)
Infrastructure Assets - Roads	10	(2,380,756)	(2,380,756)	(2,375,047)
Infrastructure Assets - Other	10	(4,223,616)	(4,223,616)	(562,948)
Repayment of Debentures		(104,809)	(104,809)	(95,208)
Payment of Low Interest Loan		0	0	0
Transfer to Reserves	9	(152,890)	0	0
Total		(8,695,846)	(8,570,016)	(4,417,859)
Net Capital		(2,914,498)	(3,150,840)	(695,839)
Total Net Operating + Capital		(7,051,281)	(7,311,786)	(2,977,178)
Rate Revenue		5,130,352	5,023,646	5,134,120
Opening Funding Surplus(Deficit)		1,363,300	1,356,598	1,356,598
Closing Funding Surplus(Deficit)	3	(557,630)	(931,542)	3,513,540
J	-	(55.,530)	(00.,012)	-,,-

# SHIRE OF WAROONA STATEMENT OF FINANCIAL POSITION



Details	Amount
Current Assets	
Cash At Bank	3,908,786
Reserves	2,404,494
Trust Fund Bank	2,604,784.65
Sundry Debts - Rates	141,425
Sundry Debts - Sanitation	21,523
Sundry Debts - Other	560,553
Stock On Hand	1,600
Prepayments	07.422
Gst Expenditure Control	97,133
Emergency Services Levy	3,798
Municipal Deposits (Muni Bonds/Trust)  Total Current Assets	(854,683) 8,892,240
Current Liabilities	0,092,240
Creditors	753,274
	16,468
Accrued Expense  Long Service Leave Accrual	457,465
Provision For Annual Leave	281,591
Trust Fund	2,605,754.65
Gst Income Control	71,616
Contract Liability	1,424,614
Lease Liability - Current	329,908
Municipal Withdraw (Muni Bonds/Trust)	(312,333)
Total Current Liabilities	5,628,358
NET CURRENT ASSETS	3,263,882
Non Current Assets	
Buildings	16,576,693
Land	19,148,625
Plant & Equipment	2,886,427
Furniture & Equipment	174,201
Sporting Club Loans	0
Self Supporting Loan	0
Tools	19,787
Infrastructure - Roads	75,940,467
Infrastructure - Other	15,611,123
Leased Assets	329,908
Non Current Financial Assets	55,355
Total Non Current Assets	130,742,585
Non Current Liabilities	
Borrowings	1,790,625
Provision Long Service Leave	22,573
Total Non Current Liabilities	1,813,198
NET ASSETS	132,193,269

# SHIRE OF WAROONA STATEMENT OF FINANCIAL POSITION



Details	Amount
Equity	
Emergency Assistance Reserve	106,370
Sporting Organisations	78,257
Long Service Leave Reserve	91,934
Asset Revaluation	118,929,864
Waste Management Reserve	1,097,401
Recreation Centre Bdg Mtce Res	70,239
Plant Replacement Reserve	262,557
Depot Redevelopment Reserve	80,575
Building Asset Mtce Reserve	98,483
Strategic Planning Reserve	20,038
Council Building Construction Res	170,136
Preston Volunteer Rangers Res	60,335
Information Technology Reserve	144,046
Footpath Construction Reserve	31,982
History Book Reprint Reserve	10,077
Drakesbrook Cemetery Reserve	72,811
Risk & Insurance Reserve	9,251
Surplus/Defecit Ytd	742,500
Movement from/to reserves	52,069
Accummulated Surplus	10,064,343
Total Equity	132,193,269



FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 1 - Significant Accounting Policies**

#### (a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also 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.

#### **Critical Accounting 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 that are 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 these estimates.

#### (b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

#### (c) Rounding Off Figures

All figures shown in this statement are rounded to the nearest dollar.

#### (d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

#### (e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

#### (f) Cash and Cash Equivalents

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

#### (g) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

#### (h) Inventories

#### General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

#### Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.



FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 1 - Significant Accounting Policies**

#### (i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

#### (j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Buildings	40 to 60 years
Furniture and Equipment	3 to 20 years
Plant and Equipment	5 to 20 years
Seats and Benches	15 to 25 years
Water Supply Piping	20 to 40 years
Sealed roads and streets	
* Formation	not depreciated
* Construction	45 to 55 years
* Bituminous Seals	15 to 25 years
* Asphalt Seals	25 to 30 years
Unsealed Roads	
* Formed	10 to 15 years
* Gravel	
	12 to 15 years

#### (k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

#### (I) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

### (i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

#### (ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

#### (m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

#### **Borrowing Costs**

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.



FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 1 - Significant Accounting Policies**

#### (n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

#### (o) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

#### (p) Nature or Type Classifications

#### Rates

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

#### **Operating Grants, Subsidies and Contributions**

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

#### Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

#### **Profit on Asset Disposal**

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

#### Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

#### Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

#### **Employee Costs**

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

#### **Materials and Contracts**

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.



#### FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 1 - Significant Accounting Policies**

#### Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

#### Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

#### Loss on asset disposal

Loss on the disposal of fixed assets.

#### Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

#### Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

#### Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

#### (r) Program Classifications (Function/Activity)

Shire of Waroona operations as disclosed in these financial statements encompass the following service orientated activities/programs.

#### **GOVERNANCE**

### Objective:

To provide a decision making process for the efficient allocation of scarce resources.

#### Activities:

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

#### **GENERAL PURPOSE FUNDING**

#### Objective:

To collect revenue to allow for the provision of services.

#### Activities:

Rates, general purpose government grants and interest revenue.

### LAW, ORDER, PUBLIC SAFETY

#### Objective:

To provide services to help ensure a safer and environmentally conscious community.

#### Activities:

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

#### HEALTH

#### Objective:

To provide an operational framework for environmental and community health.

#### Activities:

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.



FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 1 - Significant Accounting Policies**

#### EDUCATION AND WELFARE

#### Objective:

To provide services to disadvantaged persons, the elderly, children and youth.

#### Activities:

Maintenance of playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.

#### HOUSING

#### Objective:

To provide and maintain elderly residents housing.

#### **Activities**:

Provision and maintenance of elderly residents housing.

#### **COMMUNITY AMENITIES**

#### Objective:

To provide services required by the community.

#### Activities:

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

#### RECREATION AND CULTURE

### Objective:

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

#### Activities:

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

#### TRANSPORT

#### Objective:

To provide safe, effective and efficient transport services to the community.

#### Activities:

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

#### **ECONOMIC SERVICES**

#### Objective:

To help promote the shire and its economic wellbeing.

#### Activities:

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.

#### OTHER PROPERTY AND SERVICES

#### Objective:

To monitor and control Shire overheads operating accounts.

#### Activities:

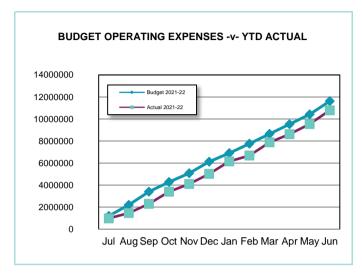
Private works operation, plant repair and operation costs and engineering operation costs.

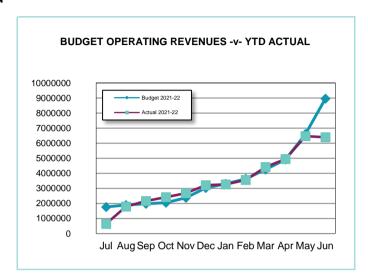


FOR THE PERIOD ENDED 30 JUNE 2022

#### NOTE 2 - Graphical Representation - Source Statement of Financial Activity

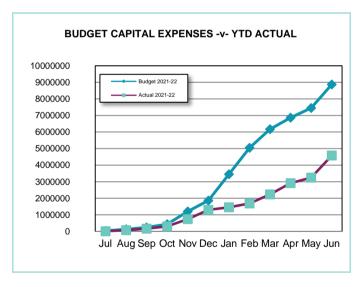
#### **OPERATING EXPENSES & REVENUE - GRAPHICAL REPRESENTATION**

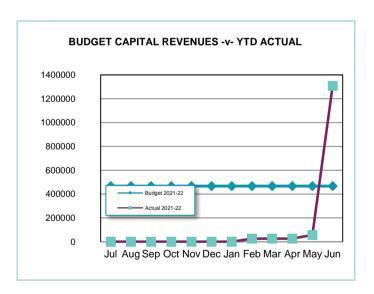




Comments/Notes - Operating Expenses & Revenues

#### **CAPITAL EXPENSES & REVENUE - GRAPHICAL REPRESENTATION**





Comments/Notes - Capital Expenses & Revenues



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 3: Net Current Funding Position

Dataila	Note	Positive=Surplus (Negative=Deficit) 2021-22					
Details	Note	This Period	Last Period	Same Period Last Year			
		\$	\$	\$			
Current Assets							
Cash Unrestricted		3,908,786	3,915,069	3,042,383			
Cash Restricted		2,404,494	2,456,562	2,446,605			
Cash Restricted - Muni Bonds (Trust)		(542,350)	(550,910)	(550,077)			
Receivables		824,431	816,351	744,938			
Inventories		1,600	1,600	(2,941)			
Total Current Assets		6,596,960	6,638,672	5,680,908			
Less: Current Liabilities		(841,358)	(428,967)	(546,649)			
Payables		(841,358)	(428,967)	(546,649)			
Less: Cash Restricted		(2,404,494)	(2,456,562)	(2,446,605)			
Net Current Funding Position		3,351,109	3,753,143	2,687,654			

NOTE 3: LIQUIDITY OVER THE YEAR - GRAPHICAL REPRESENTATION



Comments - Net Current Funding Position



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 4: Cash and Investments

	Details	Interest	Unrestricted	Restricted	Trust	Investments	Total	Bank	Maturity
	Details	Rate	\$	\$	\$	\$	Amount \$		Date
(a)	Cash Deposits								
	Municipal Account		3,866,866				3,866,866	NAB	
	Cash Management		1,135				1,135	NAB	
	Trust Account				2,604,785		2,604,785	NAB	
(b)	Term Deposits								
	Sporting Reserve	0.43%		78,257			78,257	NAB	30/06/2022
	Building Asset Maintenance Reserve	0.43%		98,483			98,483	NAB	30/06/2022
	Recreation Centre Building Maintenance Reserve	0.43%		70,239			70,239	NAB	30/06/2022
	Preston Beach Volunteer Rangers Reserve	0.43%		60,335			60,335	NAB	30/06/2022
	Emergency Assistance Reserve	0.43%		106,370			106,370	NAB	30/06/2022
	Works Depot Redevelopment	0.43%		80,575			80,575	NAB	30/06/2022
	Council Building Construction Reserve	0.43%		170,136			170,136	NAB	30/06/2022
	Information Technology Reserve	0.43%		144,046			144,046	NAB	30/06/2022
	Footpath Construction Reserve	0.43%		31,982			31,982	NAB	30/06/2022
	Plant Reserve	0.43%		262,557			262,557	NAB	30/06/2022
	Staff Leave Reserve	0.43%		91,934			91,934	NAB	30/06/2022
	Strategic Planning Reserve	0.43%		20,038			20,038	NAB	30/06/2022
	Waste Management Reserve	0.43%		1,097,401			1,097,401	NAB	30/06/2022
	History Book Reprint Reserve	0.43%		10,077			10,077	NAB	30/06/2022
	Risk & Insurance Reserve	0.43%		9,251			9,251	NAB	30/06/2022
	Drakesbrook Cemetery Reserve	0.43%		72,811			72,811	NAB	30/06/2022
(c)	Investments								
	TOTAL		3,868,001	2,404,494	2,604,785	0	8,877,279		



FOR THE PERIOD ENDED 30 JUNE 2022

#### **NOTE 5a: Major 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 \$25,000.

#### 5.1 OPERATING REVENUE

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

#### **GENERAL PURPOSE FUNDING**

Income is higher than expected due to advanced payment of the Financial Assistance Grant.

#### RECREATION AND CULTURE

Income is lower than budgeted due to expected receipt of full funding of State Funding for Trails Development not yet received.

#### **ECONOMIC SERVICES**

Income is lower than budgeted due to delay in receipt of grant funds.

#### 5.2 OPERATING EXPENSES

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

#### **COMMUNITY AMENITIES**

Expenditure is lower than budgeted due to budget profile setting.

#### 5.3 CAPITAL

Capital revenue is lower due to loan funds not yet received.

Capital revenue is lower due to budget profiles for capital expenditure. Significant capital projects are still to occur.

#### 5.4 SUMMARY

See Notes 10 and 11 for details of asset acquisition including progress expenditure.

### **NOTE 5b: Other Variances & Forecasts**

Comments/Reason for Variance



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 6: Budget Amendments

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

GL Account Code	Description	Council Resolution	Classification	No Change - (Non Muni Adjust)	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Difference between Budget Surplus and Actual Surplus				1,356,598	1,349,896	(6,702
143320	Reduction in wages expenses - DTS	OCM22/03/31	Operating Expens	ses	34,998	0	28,29
117820	Reduction in wages expenses - DTS	OCM22/03/31	Operating Expens	ses	4,297	0	32,59
100520	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(3,664)	28,92
102720	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(3,664)	25,26
108920	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	17,93
112620	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	10,60
140620	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	3,28
122120	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(10,991)	(7,710
143320	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	(15,038
117820	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	(22,366
154220	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(7,328)	(29,694
100920	Increase in wages expenses - DIDS	OCM22/03/31	Operating Expens	ses		(10,991)	(40,685
100520	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens	ses		(11,465)	(52,150
102720	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens	ses		(11,465)	(63,615
122120	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens	ses		(2,288)	(65,903
144620	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens	ses		(11,465)	(77,368
152020	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens	ses		(4,584)	(81,952
100920	Increase in wages expenses - CEO	OCM22/03/31	Operating Expens			(4,584)	(86,536
100520	Increase in wages expenses - ESO & Termination	OCM22/03/31	Operating Expens			(9,634)	(96,170
102720	Increase in wages expenses - ESO & Termination	OCM22/03/31	Operating Expens			(14,043)	(110,213
174120	Increase in wages expenses - ESO & Termination	OCM22/03/31	Operating Expens			(2,526)	(112,739
122120	Increase in wages expenses - ESO & Termination	OCM22/03/31	Operating Expens			(4,605)	(117,344
100920	Increase in wages expenses - ESO & Termination	OCM22/03/31	Operating Expens			(3,422)	(120,766
152020	Decrease in wages expense - DPCED	OCM22/03/31	Operating Expens		46,835	(0,122)	(73,931
122120	Increase in wages expenses - STP	OCM22/03/31	Operating Expens		40,000	(31,221)	(105,152
140620	Increase in wages expenses - BMO	OCM22/03/31	Operating Expens			(29,323)	(134,475
112620		OCM22/03/31					
	Increase in wages expenses - BS		Operating Expens			(6,000)	(140,475
108920	Increase in wages expenses - IDSSO	OCM22/03/31	Operating Expens			(10,150)	(150,625
112620	Increase in wages expenses - IDSSO	OCM22/03/31	Operating Expens			(3,045)	(153,670
122120	Increase in wages expenses - IDSSO	OCM22/03/31	Operating Expens			(4,060)	(157,730
140620	Increase in wages expenses - IDSSO	OCM22/03/31	Operating Expens	ses		(3,045)	(160,775
106350	Increase in reserve transfer to compensate for unplanned termination payments	OCM22/03/31	Operating Expens	ses	37,500		(123,275
102520.711	Decrease in CEO Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	16,233		(107,042
104720.711	Decrease in CEO Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	37,878		(69,164
177220.711	Decrease in CEO Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	21,644		(47,520
153720.711	Decrease in CEO Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	16,233		(31,287
142720.711	Decrease in CEO Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	16,233		(15,054
109920.711	Decrease in CESM Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	5,363		(9,691
126520.711	Decrease in Sport & Rec Resource Sharing contract expenses	OCM22/03/31	Operating Expens	ses	3,349		(6,342
139820.711	Decrease in Trails Officer Resource Sharing contract expenses	OCM22/03/31	Operating Expens		12,123		5,78
123820.711	Increase in Planning Services contracted expenses	OCM22/03/31	Operating Expens	ses		(17,582)	(11,80
140520.711	Decrease in Building Services R/S & contract expenses	OCM22/03/31	Operating Expens	ses	5,563		(6,238
130420	Reduction in building maintenance expenditure	OCM22/03/31	Operating Expens	ses	6,000		(23
110520	Reduction in building maintenance expenditure	OCM22/03/31	Operating Expens	ses	2,000		1,76
114020	Reduction in building maintenance expenditure	OCM22/03/31	Operating Expens	ses	3,500		5,26



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 6: Budget Amendments - continued

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

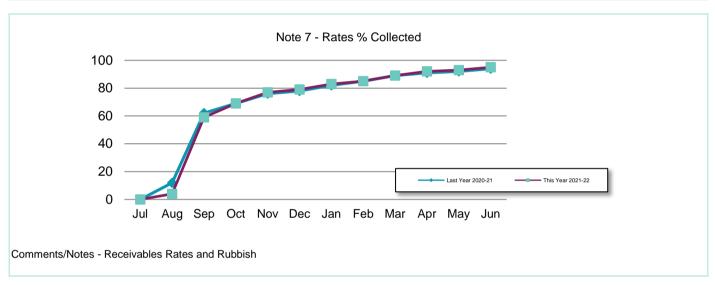
GL Account Code	Description	Council Resolution	Classification	No Change - (Non Muni Adjust)	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
114120	Reduction in building maintenance expenditure	OCM22/03/31	Operating Expens	ses	2,000		7,262
124220	Reduction in building maintenance expenditure	OCM22/03/31	Operating Expens	ses	4,000		11,262
117020	Increase in building maintenance expenditures	OCM22/03/31	Operating Expens	ses		(17,500)	(6,238)
100910	Increase in Federal Assistance Grants - General Purpose	OCM22/03/31	Operating Revenu	ue .	13,860		7,622
132650	Increase in Federal Assistance Grants - Grants	OCM22/03/31	Operating Revenu	ie	19,691		27,313
149030	Reduction of interest on municipal funds	OCM22/03/31	Operating Revenu	ie		(5,600)	21,713
149130	Reduction of interest on reserve investments	OCM22/03/31	Operating Revenu	ie		(4,600)	17,113
102120	Correction of budgeting error with relation to donations	OCM22/03/31	Operating Expens	ses		(4,250)	12,863
104020	Increase in expenditure for bank fees	OCM22/03/31	Operating Expens	ses		(7,300)	5,563
109720	Increase expenditure to CCTV due to additional mtce & repairs	OCM22/03/31	Operating Expenses			(3,063)	2,500
118330	Reduction of income to remove internal council charge	OCM22/03/31	Operating Revenu	ie		(87,187)	(84,687)
118820	Decrease in expenditure for internal charge as per auditors recommendation	OCM22/03/31	Operating Expens	ses	87,187		2,500
AQ02	Reduction of building maintenance funds to building capital	OCM22/03/31	Capital Expenses		27,060		29,560
171040.711	Ablution block upgrade increase in expenses	OCM22/03/31	Capital Expenses			(27,060)	2,500
131130	Increase income due to grant received	OCM22/03/31	Operating Revenu	ie	10,150		12,650
131620	Increase Australia Day Celebrations expenditure to account for grant income	OCM22/03/31	Operating Expens	ses		(10,150)	2,500
118620.781	Increase expenditure for Lake Clifton Partnership Program	OCM22/03/32	Operating Revenu	ue e		(2,500)	O
177250	Increase income account to account for loan income	SCM22/06/61	Capital Revenue		550,000		550,000
177340	Increase expenditure account for land purchase	SCM22/06/61	Capital Expenses			(550,000)	C
125720	Increase expenditure account to contribute to Lake Navarino Master Plan	SCM22/06/61	Operating Expens	ses		(5,000)	(5,000)
143140	Reduce expenditure to allow for expenditure on Lake Navarino Master Plan	SCM22/06/61	Capital Expenses		5,000		C
109030	Increase income account for sale of ATV Vehicle	OCM22/06/69	Operating Revenu	ue	7,630		7,630
148540	Increase expenditure account to tfer ATV funds to reserve	OCM22/06/69	Operating Expens	ses		(7,630)	(0)



### FOR THE PERIOD ENDED 30 JUNE 2022

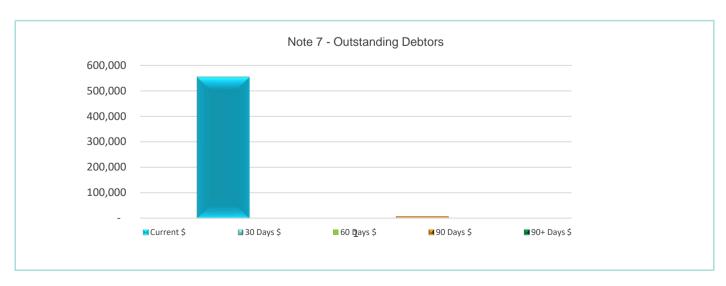
### NOTE 7: Receivables

Receivables - Rates & Rubbish	Current 2021-22	Previous 2020-21
	\$	\$
Opening Arrears Previous Years	155,658	220,487
Rates & Rubbish Levied this year	5,891,433	5,704,874
Less Collections to date	(5,723,407)	(5,549,216)
Equals Current Outstanding	168,026	155,658
Net Rates Collectable	168,026	155,658
% Collected	95%	93.65%



Receivables - General	Current	30 Days	60 Days	90 Days	90+ Days
Receivables - Gelieral	\$	\$	\$	\$	\$
Aged Trial Balance	554,134	165	-	6,253	-
Total Outstanding					560,553

### Amounts show above include GST (where applicable).





FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 8: Grants and Contributions

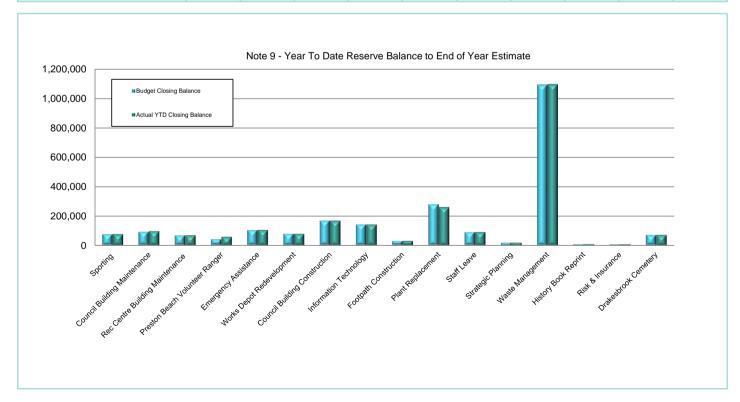
	Program/Details	Provider	2021-22		Recoup	Sta	tus
	i rograni/Details	i Tovidei	Budget	Received		N	ot Received
			\$		\$		\$
СОММ	UNITY AMENITIES						
2113	PROTECTION OF THE ENVIRONMENT	Various Contributions	\$ 16,000	\$	6,000	\$	10,000
ECONO	DMIC SERVICES						
7705	TOWN PRECINCT GOVT GRANTS	Town Precinct Government Grants	\$ 1,750,000	\$	500,000	\$	1,250,000
EDUCA	TION AND WELFARE						
5213	GRANTS & CONTRIBUTIONS	Alcoa of Australia/Age Friendly/LDAT	\$ 50,768	\$	47,787	\$	2,981
GENER	AL PURPOSE FUNDING						
3265	FEDERAL LOCAL ROAD FUNDS	Federal Govt	\$ 203,975	\$	565,756	-\$	361,781
0091	FEDERAL GOVT GRANTS	Federal Govt	\$ 461,337	\$	1,179,401	-\$	718,064
3493	SPECIAL RTR FUNDING	Federal Govt	\$ 1,096,741	\$	453,434	\$	643,307
LAW, (	ORDER, PUBLIC SAFETY						
0723	GRANT INCOME	Bushfire Risk Management Program	\$ 62,909	\$	62,909	\$	-
3203	ESL - TOTAL ALLOCATION	DFES	\$ 58,048	\$	68,296	-\$	10,248
RECRE	ATION AND CULTURE						
2733	GRANTS & CONTRIBUTIONS	Healthways	\$ 5,000	\$	5,000	\$	-
2983	GRANTS & CONTRIBUTIONS	Library - Encouraging Promising Practice	\$ -	\$	4,000	\$	-
3113	GRANTS & CONTRIBUTIONS	Alcoa Micro Grants	\$ 32,650	\$	8,120	\$	24,530
3643	GRANTS & CONTRIBUTIONS	AWSF - Youth Precinct	\$ 42,000	\$	-	\$	42,000
3723	CONTRIBUTION TO OVAL PROJECTS	CSRFF Grant / Bowling Club Contribution	\$ 27,000	\$	13,000	\$	14,000
7093	GOVT GRANTS	CSRFF C/fwd	\$ 55,000	\$	55,000	\$	-
TRANS	PORT						
3255	RDS TO RECOVERY GRANT	Federal	\$ 252,529	\$	252,529	\$	-
3225	BLACKSPOT FUNDING	Federal	\$ 214,000	\$	85,600	\$	128,400
3275	GOVT GRANTS-REGION RD GRP	MRWA	\$ 1,190,400	\$	1,379,210	-\$	188,810
3285	GOVT GRANTS - DIRECT	Federal	\$ 103,210	\$	-	\$	103,210
TOTAL	s		\$ 3,804,799	\$	4,139,239	-\$	330,440



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 9: Cash Backed Reserve

Reserve Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Transfer to other Reserve	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sporting	77,953		304						77,953	78,257
Council Building Maintenance	98,101		382			(4,425)			93,676	98,483
Rec Centre Building Maintenance	124,753		486			(55,000)	(55,000)		69,753	70,239
Preston Beach Volunteer Ranger	43,027		168	11,510	19,140	(10,900)	(2,000)		43,637	60,335
Emergency Assistance	105,957		413						105,957	106,370
Works Depot Redevelopment	80,262		313						80,262	80,575
Council Building Construction	169,474		662						169,474	170,136
Information Technology	143,487		559						143,487	144,046
Footpath Construction	31,858		124						31,858	31,982
Plant Replacement	381,066		1491			(100,000)	(120,000)		281,066	262,557
Staff Leave	128,931		502			(37,500)	(37,500)		91,431	91,934
Strategic Planning	19,961		78						19,961	20,038
Waste Management	960,658		3743	133,000	133,000				1,093,658	1,097,401
History Book Reprint	9,327		36	750	714				10,077	10,077
Risk & Insurance	9,215		36						9,215	9,251
Drakesbrook Cemetery	72,531		280						72,531	72,811
Total	2,456,562	0	9,578	145,260	152,854	(207,825)	(214,500)		2,393,997	2,404,494





### FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 10: Capital Disposals and Acquisitions

Р	rofit(Loss) of	Asset Disno	eal	Disposals	Current Budget					
	TOTAL LOSS) OF	Asset Dispo	Sai		Replacement					
Account	WDV	Proceeds	(Loss)		Budget	Actual	Variance			
	\$	\$	\$		\$	\$	\$			
3554	56,825	36,364	(20,461)	Isuzu 6 Wheeler Tip Truck	195,000	204,165	9,165	•		
3224			0	Replace Minor Plant	24,000		(24,000)	•		
3554			0	Secondhand / New Plant Trailer	51,000	66,300	15,300	•		
5204			0	MCS Vehicle	44,000		(44,000)	•		
7154	24,250	25,455	1,205	MRS Vehicle	33,800	33,806	6	<b>A</b>		
3534	30,679	30,909	230	DIDS Vehicle	39,500	45,798	6,298	•		
0574			0	Officer Vehicle	28,500		(28,500)	▼		
3554			0	Holden Colorado 2 x 4 (105WR)	38,000		(38,000)	▼		
3554			0	New ute single cab	40,000	35,927	(4,073)	•		
	111,753	92,727	(19,026)	TOTALS	493,800	385,996	(107,804)			

Comments - Capital Disposals

	Contributions Information		1	Summary Acquisitions	Current Budget				
Grants	Reserves	Borrow	Total		Budget	Actual	Variance		
\$	\$	\$	\$	\$ \$		\$	\$		
				Property, Plant & Equipment					
566,075	4,425	0	570,500	Land and Buildings	717,135	288,889	(428,246)	•	
0	155,000	0	155,000	Plant & Equipment	1,149,600	1,044,446	(105,154)	•	
0	0	0	0	Furniture & Equipment	37,800	37,089	(711)	•	
				Infrastructure					
1,171,329	0	0	1,171,329	Roadworks	2,380,756	2,375,047	(5,709)	•	
3,591,441	0	450,000	4,041,441	Other Infrastructure	4,223,616	562,948	(3,660,668)	•	
5,328,845	159,425	450,000	5,938,270	Totals	8,508,907	4,308,419	(4,200,488)		

Comments - Capital Acquisitions

	Contril	butions		Land & Buildings	Current Budget This Year					
Grants	Reserves	Borrow	Total		Budget	Actual	Variance			
\$	\$	\$	\$		\$	\$	\$			
				GOVERNANCE			0			
100,000	0	0	100,000	Admin Building Disability Access & Front Counter	100,000	0	(100,000)	•		
				EDUCATION & WELFARE			0			
16,000	0	0	16,000	Senior Citizens Centre Building Upgrades	16,000	0	(16,000)	•		
				COMMUNITY AMENITIES			0			
180,000	0	0	180,000	DPIRD Building Renovations & Redesign	210,000	0	(210,000)	•		
0	0	0	0	Preston Beach Plumbing Improvements	8,000	5,755	(2,245)	•		
				RECREATION & CULTURE						
0	0	0	0	Library - Roof upgrade	15,000	0	(15,000)	•		
0	0	0	0	Memorial Hall - Structural Engineer Recommendation	5,500	2,960	(2,540)	•		
0	0	0	0	Waroona Bowling Club - Structural Assessment	7,000	2,069	(4,931)	•		
270,075	0	0	270,075	Various Upgrades/Repairs at the Rec Centre	336,135	276,300	(59,835)	•		
				ECONOMIC SERVICES						
0	4,425	0	4,425	Vis Centre - Replace ceiling/storage shed	19,500	1,805	(17,695)	•		
566,075	4,425	0	570,500	Totals	717,135	288,889	(428,246)			



NOTE 10:	Capital Di	sposals ar	nd Acquisit	ions						
	Contri	butions				Current Bud	Current Budget			
				Plant & Equipment		This Year				
Grants	Reserves	Borrow	Total	· ·	Budget	Actual	Variance (Under)Over			
\$	\$	\$	\$		\$ \$		\$			
				GOVERNANCE						
0	0	0	0	Changeover of Vehicles	28,000	0	(28,000)	•		
				COMMUNITY AMENITIES						
0	0	0	0	Capital Upgrade to Refuse Site CAT Loader & Compactor	10,000	3,518	(6,483)	•		
				RECREATION & CULTURE						
0	55,000	0	55,000	Various Rec Centre Plant & Equipment	105,300	110,365	5,065	•		
				TRANSPORT						
0	100,000	0	100,000	Plant Replacement Program	324,000	342,755	18,755	•		
0	0	0	0	Vehicle Replacement	39,500	45,798	6,298	<b>A</b>		
0	0	0	0	Minor tools & equipment	24,000	19,787	(4,213)	•		
				EDUCATION & WELFARE						
0	0	0	0	Changeover CSC Vehicle	44,000	0	(44,000)	•		
0	155,000	0	155,000	Totals	1,149,600	1,044,446	(105,154)			

	Contributions				Current Budget					
Contributions				Furniture & Equipment	This Year					
Grants	Reserves	Borrow	Total	Budget Actual		Variance (Under)Over				
\$	\$	\$	\$		\$	\$	\$			
				OTHER LAW ORDER & PUBLIC SAFETY						
0	0	0	0	Migrate CCTV, Upgrade Preston Beach & Rec	8,900	11,050	2,150			
				RECREATION & CULTURE						
0	0	0	0	Rec Centre - Disability access hoist	10,000	7,495	(2,505)	•		
0	0	0	0	Totals	37,800	37,089	(711)			

	Contributions			Infrastructure - Roads	Current Budget					
Continuations					This Year					
Grants	Reserves	Borrow	Total		Rudget Actual		Variance (Under)Over			
\$	\$	\$	\$		\$ \$ \$					
				TRANSPORT						
252,529	0	0	252,529	Roads to Recovery	355,739	364,330	(8,591)	•		
918,800	0	0	918,800	Roads Works Total Construction 2,025,017 2,010,7		2,010,717	14,300	•		
1,171,329	0	0	1,171,329	Totals	2,380,756	2,375,047	5,709			



NOTE 10:	Capital Di	sposals ar	nd Acquisit	ions				
	Contril	butions				Current Bud	get	
Contributions				Other Infrastructure		This Year		
Grants	Reserves	Borrow	Total		Budget	Actual	Variance (Under)Over	
\$	\$	\$	\$		\$	\$	\$	
				COMMUNITY AMENITIES				
58,075	0	0	58,075	Transfer station construction	70,000	84,278	14,278	•
10,000	0	0	10,000	Containers for Change	13,000	0	(13,000)	•
20,000	0	0	20,000	Preston Beach Shelters		19,310	(690)	•
0	0	0	0	Refuse Site Sewerage Pond Closure		42,907	(7,093)	•
				RECREATION AND CULTURE				
807,000	0	0	807,000	Various parks upgrades (includes Weir upgrade)	846,500	86,896	(759,604)	•
84,145	0	0	84,145	Various works (includes cricket net upgrade)	84,645	56,995	(27,650)	•
				TRANSPORT				
0	0	0	0	Footpaths & Gravel Paths	72,250	63,058	(9,192)	•
0	0	0	0	Relocation of ULP Bowser	5,000	0	(5,000)	•
				ECONOMIC SERVICES				
2,612,221	0	450,000	3,062,221	Waroona Community Precinct	3,062,221	209,503	(2,852,718)	•
3,591,441	0	450,000	4,041,441	Totals	4,223,616	562,948	(3,660,668)	



FOR THE PERIOD ENDED 30 JUNE 2022

### NOTE 11: 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
Description	1-Jul-21	Received	Paid	30-Jun-22
ALCOA WAROONA SUSTAINABILITY	2,257,455	258,431	58,665	2,457,222
PUBLIC OPEN SPACE	43,194	87,296	-	130,489
EXTRACTIVE INDUSTRIES	18,072	2	0	18,074
TOTAL	2,318,721	345,729	58,665	2,605,785



FOR THE PERIOD ENDED 30 JUNE 2022

### Note 12: Information on Borrowings

### (a) Debenture Repayments

				Princ	cipal	Princ	ipal	Interest		
Loan Details		Principal	New	Repay	ments	Outsta	nding	Repayn	nents	
	Loan Details	1-Jul-21	Loans	Actual	Budget	Actual	Budget	Actual	Budget	
				\$	\$	\$	\$	\$	\$	
Recre	ation & Culture									
117	Basketball Stadium	52,273		16,309	16,309	35,964	35,964	3,127	3,127	
120	Rec Centre Upgrade	68,320		21,897	21,897	46,422	46,422	2,459	2,459	
121	Memorial Hall Upgrade	119,311		28,522	28,522	90,789	90,789	3,333	3,333	
122	Town Centre Park Land Purchase	645,929		28,479	28,479	617,450	617,450	10,200	10,200	
123	Waroona Community Precinct Development	0	450,000	0	0	0	0	0	0	
Town Centre Land Purchase 26 & 28 Fouracre Street		0	550,000	0	0	0	0	0	0	
тота	TOTAL		1,000,000	95,208	95,208	790,625	790,625	19,120	19,120	

(SS) Self Supporting Loan

All debenture repayments are to be financed by General Purpose Revenue

### (b) New Debentures

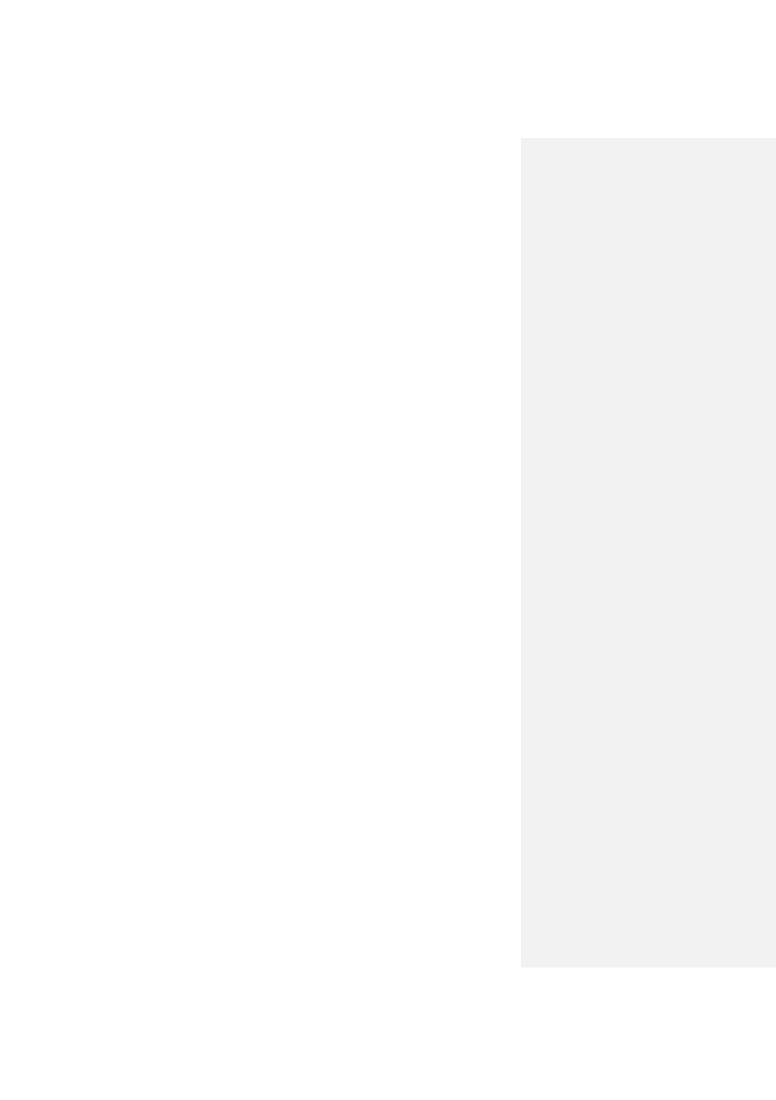
The Shire of Waroona plans to loan an additional \$450,000 in the 2021/22 for the Waroona Community Precinct.



# Lease of Consulting Room at Waroona Community Resource Centre (Lot 42 – 10 Henning St, Waroona)

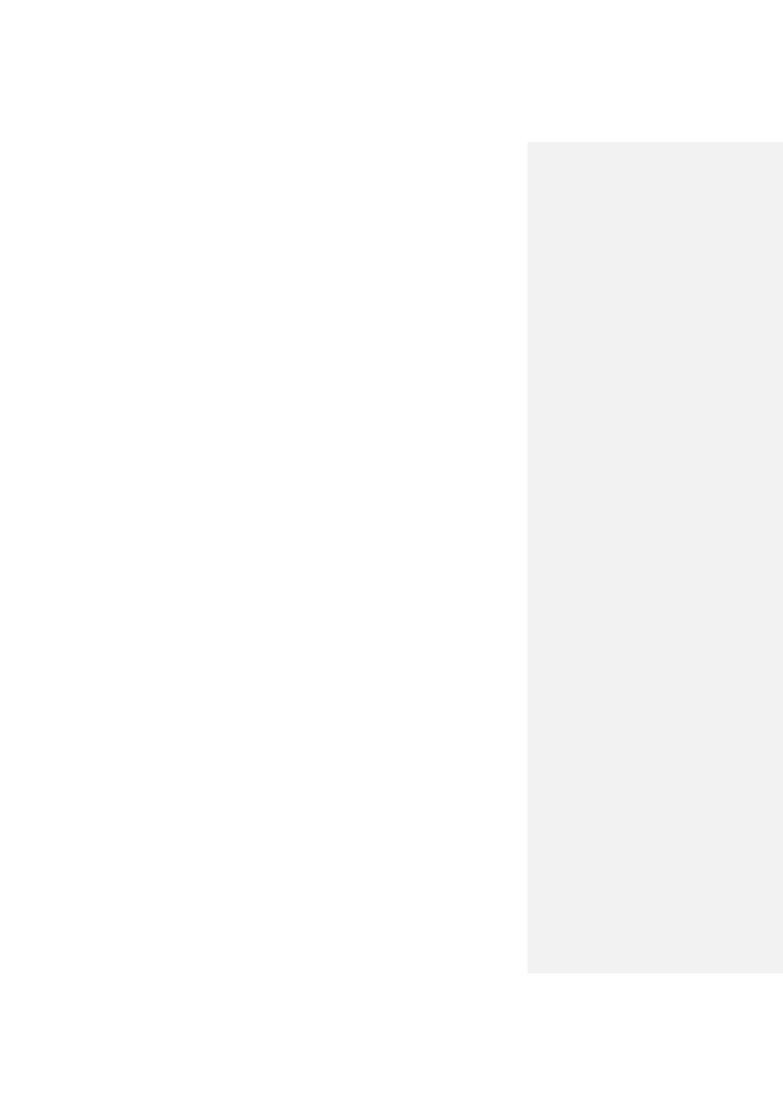
Shire of Waroona

Palmerston Association Incorporated



# Contents

	Contonto		
1.	Definitions	4	
2.	Interpretation	5	
3.	Grant of Lease	6	
4.	Quiet Enjoyment	7	
5.	Rent and Other Payments	7	
6.	Rent Review	8	
7.	Insurance	9	
8.	Indemnity	11	
9.	Limit of Lessor's Liability	12	
10.	Maintenance, Repair and Cleaning	12	
11.	Use	14	
12.	Casual Hire of Premises	16	
13.	Alcohol	16	
14.	Alterations	17	
15.	Lessor's Right of Entry	18	
16.	Statutory Obligations and Notices	18	
17.	Report to Lessor	19	
18.	Default	19	
19.			
20.	Damage or Destruction of Premises	20 21	
	Option to Renew		
21.	Holding Over	21	
22.	Restore Premises	21	
23.	Yield up the Premises	21	
24.	Removal of Property from Premises	22	
25.	Assignment, Subletting and Charging	22	
26.	Disputes	23	
27.	Prior Notice of Proposal to Change Rules	23	
28.	Provision of Information	23	
29.	Right to Terminate upon Notice	24	
30.	Caveat	24	
31.	Goods and Services Tax	24	
32.	No Fetter	25	
33.	Additional Terms Covenants and Conditions	26	
34.	Commercial Tenancy Act	26	
35.	Acts by Agents	26	
36.	Governing Law	26	
37.	Statutory Powers	26	
38.	Notice	26	
39.	Severance	27	
40.	Variation	27	
41.	Moratorium	27	
42.	Further Assurance	27	
43.	Payment of Money	27	
44.	Waiver	27	
Sched		28	
Schedule 2			
Schedule 2 2 Annexure 1 – Sketch of Land 3			
	Signing Page 32		
Ciginii	g · 4g~	32	



### A. Details

#### **Parties**

#### Shire of Waroona

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

### **Palmerston Association Incorporated**

Of Suite 1, Level 1, 400 Roberts Road (PO Box 704), Subiaco, Western Australia 6008 (Lessee)

### B. Recitals

- 1. The Lessor has the care, control and management of Lot 42 Henning Street, Waroona; and
- 2. Subject to the prior written approval of the Minister for Lands, 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.
- 3. The Lessor reserves the right to relocate the Lessee to another equivalent Premises at any time during the Term.

## C. Background

- The Lessee has leased the identified Premises since 2018; 1.
- 2 The Lessee is an incorporated Association registered with the Department of Mines, Industry Regulation and Safety as of 5 November 1980 (Reference A0800237Z);

Council resolution to be determined at Ordinary Council Meeting on 26 July 2022.

## D. Agreed Terms

### **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:

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

Building means the Waroona Community Resource Centre building situated at Lot 42 (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

Commented [KP1]: Insert Council Resolution as Item 3.:

In summary the Council of the Lessor approved by Absolute Majority on 26 July 2022 .

## That Council:

- 1.Enter the proposed Lease Agreement with Palmerston Association Incorporated, for the lease of the identified premises on Lot 42 – 10 Henning Street, Waroona;
- 2.Authorise the application of the Shire of Waroona Common Seal to the Lease Agreement; and
- 3. Authorise the Shire President and Chief Executive Officer to sign and execute all matters relating to the 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:

- the sublessees, employees, agents, contractors, invitees and licensees of the Lessee;
- (b) 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 the Schedule 1;

**Premises** means that portion of the Reserve described as Premises at **Item 1** of the Schedule 1:

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

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

Schedule 1 means Schedule 1 to this Lease;

Term means the term of years specified in Item 2 of the 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:

- (a) 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:
  - 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.

### 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:
- (2) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) alarm response activations and callout fees; 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
  - (c) 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:
    - 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
  - (d) 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
- (3) The Lessor shall provide the following outgoings or charges:
  - (a) water consumption, meter rent and reading, excess water charges and charges for the disposal of sewage; and
  - (b) telephone, electricity, gas 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;
  - (c) local government services and other charges, including but not limited to rubbish disposal;

- (d) land tax and metropolitan regional improvement tax on a single ownership basis, if applicable;
- (e) emergency service levy.
- (f) annual or periodic servicing of emergency equipment belonging to the Shire;
   and
- (g) alarm monitoring.
- (4) 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:
  - 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.

## Rent Review

### 6.1 Rent to be Review by CPI

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (2) The rent review will be based on CPI review on the dates specified in Item 6 of the Schedule 1.

(3) 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 quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly 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.

#### 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 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 the 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:

 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:
  - 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

- (1) 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.
- (2) The Lessee shall reimburse the Lessor for any premiums, excess or other costs payable in connection with the insurances referred to in clause 7.2 ONLY when arising from claims which the Lessee is at fault.

#### 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:

- 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 promptly in writing and in an emergency verbally:

- (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 7.2**.

# 7.8 Lessor as Attorney

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

- in respect of all matters and questions which may arise in relation to any insurances required by 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 7.2;
- (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

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.

### 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

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;
- 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:
  - 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 where maintaining, replacing, repairing or cleaning:
  - (a) any electrical fittings and fixtures;

- (b) any plumbing;
- (c) any air-conditioning fittings and fixtures; or
- (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

- (3) 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

The Lessor shall install a monitored alarm at the Premises and:

- (i) pay for all costs associated 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
- (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

The Lessor must keep the Premises free of any pests and vermin 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.

## 11. Use

### 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;
- 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**.

## 11.6 Emergency Evacuation Centres

If the Land and Premises described in **Item 1** of Schedule 1 is designated as an emergency evacuation centre, and in the event that the Land and Premises are needed for this purpose, the Lessor shall obtain exclusive access and control for the duration of the event. Under these circumstances, the Lessor shall pay the operating expenses during occupancy but will not pay the Lessee for use.

#### 12. Casual Hire of Premises

## 12.1 Casual Hire of Premises Permitted

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;
- 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 available time, and 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

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

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
  - require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - 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:
  - 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

- 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 provide the Lessee 3 keys to the Premises based on the agreed lock hierarchy, upon payment of a bond.
- (3) The Premises' locks must not be changed, without the prior approval of the Lessor.

(4) Any additional or replacement keys or locks required shall be provided by the Lessor, 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 within five (5) working days:

- (a) (i) at all reasonable times;
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
  - 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. Statutory Obligations and Notices

# 16.1 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.

### 16.2 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 16.1**;

(b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 16.1.

## 17. 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.

#### 18. Default

### 18.1 Events of Default

A default occurs if:

- 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;
- 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.

# 18.2 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;
- 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.

### 18.3 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.

### 18.4 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.

#### 18.5 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 18.5 does not mean or imply that there are no other essential terms in this Lease.

### 18.6 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:
  - 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;

- 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.

## 19. Damage or Destruction of Premises

### 19.1 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.

# 19.2 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.

## 20. 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 20** 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.

## 21. 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.

# 22. 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's Covenants under this Lease fair wear and tear excepted.

## 23. Yield up the Premises

# 23.1 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 security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

#### 23.2 Clause 23.1 to survive termination

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

### 24. Removal of Property from Premises

## 24.1 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.

## 24.2 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.

## 25. Assignment, Subletting and Charging

### 25.1 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.

## 25.2 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.

### 25.3 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.

### 25.4 Property Law Act 1969

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

## 25.5 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.

## 25.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

## 26. Disputes

### 26.1 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**).

### 26.2 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.

### 26.3 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.

### 26.4 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

# 27. 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.

### 28. 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.

# 29. 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 six months written Notice to the other Party.
- (2) If this Lease is terminated in accordance with this clause, clause 23 will apply.

### 30. Caveat

## 30.1 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.

### 30.2 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;
- 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.

### 30.3 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.

### 30.4 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.

## 31. Goods and Services Tax

## 31.1 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.

#### 31.2 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 31.1(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.

#### 31.3 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 31.2 (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.

### 31.3 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

### 31.4 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.

### 31.5 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.

### 31.6 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.

## 32. 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.

### 33. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** 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.

## 34. 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.

### 35. 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.

## 36. 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.

### 37. 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.

### 38. Notice

### 38.1 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.

### 38.2 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.

## 38.3 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;
- 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.

# 39. 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.

### 40. 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.

## 41. 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.

## 42. 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.

## 43. 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.

# 44. Waiver

## 44.1 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.

## 44.2 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.

#### Item 1 - Land and Premises

#### Land

No land is included in this Lease.

### **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

One (1) year commencing on 1 July 2022 and expiring on 30 June 2023.

### Item 3 - Further Term

A Further Term of 1 year has been agreed.

## Item 4 - Commencement Date

1 July 2022

### Item 5 - Rent and Administration Fee

#### Rent

One hundred and sixty-five dollars (\$165) including GST per week payable annually in advance.

# Administration Fee

No Administration Fee is applicable.

## Item 6 - Rent Review Dates

On each anniversary of the Commencement Date.

# Item 7 - Permitted Purpose

Palmerston Association Incorporated business and directly associated purposes

# Item 8 - Public liability Insurance

Ten million dollars (\$10,000,000.00).

### Item 9 - 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 that the Lessor may relocate the Lessee to another office or room within the Waroona Community Resource Centre, or Shire of Waroona owned, managed or controlled facility with a minimum of three months' notice.

# 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:

- Water consumption, meter rent and reading, excess water charges and charges for the disposal of sewage as per clause 5.3(3)(a).
- Telephone, electricity, gas 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(3)(b).
- ✓ Local government services and other charges, including but not limited to rubbish disposal as per clause 5.3(3)(c).
- Land tax and metropolitan regional improvement tax on a single ownership basis, if applicable as per clause 5.3(3)(d).
- Emergency services levy as per clause 5.3(3)(e).
- Annual or periodic servicing of emergency equipment belonging to the Lessor as per clause 5.3(3)(f).
- Alarm monitoring as per clause 5.3(3)(g).
- ✓ 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); and
  - mechanical services e.g. air conditioning, appliances.
- Installation of a security system as per clause 10.4(b).
- Pest control as per clause 10.7.
- 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

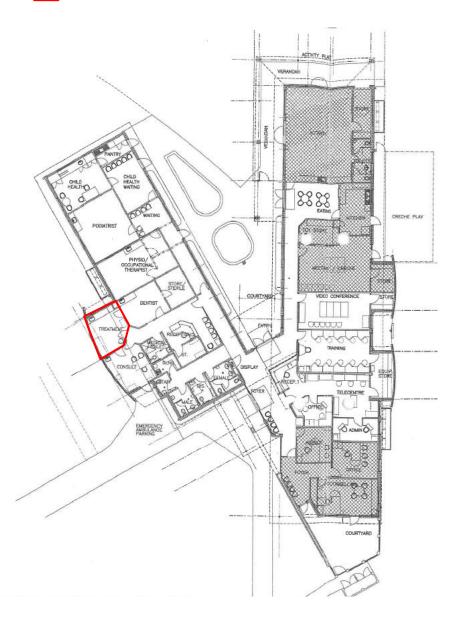
The Lessee shall be responsible for:

- Payment of Rent as per Item 5 of Schedule 1.
- Payment of Administration Fee as per Item 5 of Schedule 1.
- ✓ Alarm response activations and callout fees as per clause 5.3(2)(a).

- 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).
- Employer's indemnity insurance including workers' compensation insurance as per clause 7.1(c).
- 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;
  - · 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 of replacement of Premises surroundings including gardens as per clause 10.5.
- 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.
- Hire of the Premises as per clause 12.
- Provision of additional or replacement keys or locks as per clause 14.5(4).
- Immediately reporting any vandalism, damage, incidents or notices to the Lessor as per clause 17.

Lot 42 – 10 Henning Street, Waroona Not to Scale – Leased Area highlighted in Red

Palmerston Association Incorporated – Lease Area



Signing Page		
EXECUTED by the parties as a Deed this	_ day of	_ 2022
The <b>COMMON SEAL</b> of the <b>Shire of Waroona</b> 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 <b>Palmerston Association Incorporated</b> under the authority of resolution of the Committee:		
Full Name of Chairperson	Signature of Chairperson	
Full Name of Secretary	Signature of Secretary	