



'The Council and Staff of the Shire of Boddington, in partnership with the community, are committed to operating effectively and efficiently to provide quality lifestyle opportunities that encourage population growth and development'

AGENDA

**For The
Ordinary Meeting of Council
To Be Held At
16 June 2022
At 5:30pm**

Council Chambers
39 Bannister Rd, Boddington

DISCLAIMER

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In particular and with derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Boddington during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Boddington. The Shire of Boddington warns that anyone who has an application lodged with the Shire of Boddington must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of that application and any conditions attaching to the decision made by the Shire of Boddington in respect of the application.

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1. DECLARATION OF OPENING

The Shire of Boddington acknowledges the Noongar people as Traditional Custodians and their continuing connection to the land, waters and community. We pay our respects to all members of the Aboriginal communities and their cultures; and to Elders both past and present.

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

2.1 Attendance

2.2 Apologies

2.3 Leave of Absence

3. DISCLOSURES OF INTEREST

4. PUBLIC QUESTION TIME

Public question time is limited to a total of fifteen minutes of duration, except by consent of the person presiding. Each speaker is limited to three minutes duration to speak, except by consent of the person presiding.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil at this time.

6. CONFIRMATION OF MINUTES

That the minutes of the Ordinary Meeting of Council held on 24 May 2022 be confirmed as a true record of proceedings.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

**8. RECEPTION OF MINUTES & RECOMMENDATIONS OF COMMITTEES HELD
SINCE PREVIOUS MEETING OF COUNCIL**

Nil

9. REPORTS OF OFFICERS

9.1 PLANNING & DEVELOPMENT SERVICES

Nil

9.2 CHIEF EXECUTIVE OFFICER

9.2.1 Differential Rates 2022/23

File Reference:	3.0037
Applicant:	Not applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.1 Draft Statement of Objects and Reasons

Summary

This report is provided for Council to consider the draft Statement of Objects and Reasons and the proposed differential rates and minimum payments for the 2022/2023 financial year, for the purpose of advertising and seeking public submissions as required by the Local Government Act 1995.

Background

The Shire imposes differential rates based on the purpose for which land is zoned or for which the land is held or used.

There are certain statutory obligations that the local government must comply with in relation to differential rates:

- The local government is required to give local public notice of its intention to impose differential rates.
- The local government must provide information of each new rate or minimum payment.
- Electors or ratepayers are invited to make submissions in respect of the proposed rate or minimum payment. This submission period must be for a minimum of 21 days.
- The local government is required to consider any submissions received before imposing the proposed rate or minimum payment.
- Application must be made to the Minister for Local Government, Sports and Cultural Industries seeking approval to impose a differential rate that is more than twice the lowest rate.
- The local government is required to prepare a document describing the objects of, and reasons for, each proposed rate and minimum payment and to publish the document on the local government's official website.

Planning workshops were held on Tuesday 9 June 2022 and Thursday 11 June 2022, where Councillors reviewed the proposed capital works and projects in the draft Council Plan, noted projected changes in operating revenue and expenditure, along with efficiency measures. The differential rates will directly influence Council's ability to fund expenditure requirements in the 2022/23 Budget.

Comment

Rates are a significant proportion of the Shire's revenue and are used to achieve the objectives of the Strategic Community Plan (Council Plan). The purpose of levying rates is to meet the Shire's budget requirements in order to deliver services and infrastructure each financial year.

The draft Long Term Financial Plan has been developed based on projects in the Strategic Community Plan, Asset Management Plans, projected increases in base operating costs and proposed capital works. Economic forecasts have been built into the draft Plan which directly impact the long term financial sustainability of the Shire. The December 2021 CPI of 5.7% has

increased the cost of the Shire's existing and renewing contracts. The Local Government Cost Index (LGCI), as published by WALGA in April 2022 is forecasting 5.7% for June 2022. Generally the intent of the rates increase is to at least reflect the LGCI, plus allow for asset renewal, capital projects and the Strategic Community Plan outcomes.

The Shire of Boddington has used differential rates since 2017/18 to allow varied rates in the dollar to be applied to different land use or zoning. The continuation of this method of rating will allow Council to maintain a degree of equity between rates levied on all unimproved value assessments within the Shire. The draft Statement of Objects and Reasons in relation to the proposed Differential Rates for 2022/23 is contained in Attachment 9.2.1.

The below table shows the different rate categories and compares the current year rate in the dollar (RID) and minimum rate, to the proposed rate in the dollar and minimum for the coming year.

Rating Category	2021/22 RID	2021/22 Minimum Rate	2022/23 RID	2022/23 Minimum Rate
GRV	0.111213	\$984	0.111213	\$900
GRV Mining	0.090161	\$984	Category removed	
UV Rural	0.006884	\$750	0.006196	\$900
UV Mining	0.032646	\$984	0.035258	\$900
UV Commercial	0.025432	\$984	0.025432	\$900
UV Rural Residential	-		0.010326	\$900

The key elements:

- GRV General rate in the dollar is proposed to remain the same.
- GRV Mining category is proposed to be abolished to align with the principles of rating, including fairness and equity and consistency. This will result in a single rate in the dollar for all GRV properties.
- UV General rate in the dollar is proposed to decrease by approximately 10% to balance the significant valuation increase.
- UV Mining rate in the dollar is proposed to increase by 8%
- UV Commercial rate in the dollar remains the same, noting that these properties are proposed to be transitioned to the GRV category over the next 12 months.
- An additional category of UV Rural Residential has been added to reflect the small rural lots that are not used for agricultural purposes. These properties are also proposed to transition to GRV by 2023/24.
- All minimum rates are proposed to be set at a single rate of \$900 to align with the rating principle of fairness and equity.

In accordance with the Local Government Act 1995, because the UV Mining and UV Commercial rate in the dollar are more than twice the Rural rate category, Council must seek approval from the Minister to raise a differential rate more than twice the lowest differential rate.

Throughout the differential rating process, the Shire has been committed to simplifying its rating structure to achieve fairness and equity in relation to its implementation and administration of rates. Structural changes to the rating framework have been made to ensure an equitable distribution of the rating burden between residential, commercial, agricultural and mining properties.

Consultation

Once adopted, the proposed differential rates together with the objects of imposing differential rates and reasons for each rate category must be advertised for a minimum period of 21 days. This period of advertising allows ratepayers to consider the proposed rates and make any submissions to Council. The advertising process does not prevent Council from amending the rate in the dollar at budget adoption.

Strategic Implications

Nil

Legislative Implications

Local Government Act

Section 6.32(1) – Rates and service charges

Section 6.33(1) to (3) – Differential general rates

Section 6.35(4) – Minimum payment

Policy Implications

Nil

Financial Implications

The differential rates model as endorsed by Council will directly influence the Shire's ability to fund expenditure requirements proposed to be included in the 2022/2023 Budget.

It should also be noted that other income, such as a large portion of fees and charges, are fixed by external legislation, and as such there is very little scope for the Shire to increase this revenue source to keep up with the rising costs of service provision. This, along with the reduction of grant funding, requires that these increasing costs need to be funded by increases in rates.

Economic Implications

A single rate in the dollar for GRV properties continues to support local business, as the majority of local governments who differentially rate, have a higher rate for commercial / industrial properties than residential. Furthermore, a decision to not increase the rate in the dollar for GRV will provide relief for local businesses who will not realise any increase to rates in the 2022/23 year.

Impact will be realised by the large property owners in the mining sector due to the redistribution of rates across the categories, however, there is a need to align the rating structure with rating principles, and ensure that land that is used for a similar purpose, is rated on the same basis.

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The key risks include the equitable distribution of the rating burden across properties, and managing the impact of property valuation fluctuations as well as rate in the dollar changes. A further risk is the economic impact due to changes in the rate in the dollar for UV Mining, and where categories are abolished due to an amendment to the rating structure.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

Options

1. Endorse the proposed differential rates
2. Amend the differential rates prior to advertising.

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

1. **Adopts the following rates in the dollar and minimum rates for the differential rate categories specified for 2022/23:**

Rating Category	Rate in the Dollar	Minimum Rate
GRV General	0.111213	\$900
UV General	0.006196	\$900
UV Mining	0.035258	\$900
UV Commercial	0.025432	\$900
UV Special Rural	0.010326	\$900

2. **Adopt the Shire of Boddington Statement of Objects and Reasons as contained in Attachment 9.2.1.**
3. **Advertises the proposed differential rates for a period of 21 days, in accordance with Section 6.36 (1) of the Local Government Act 1995.**
4. **Notes any submissions received in response to 1 and 2 above, will be presented to Council for consideration at a future Council meeting.**

Statement of Objects and Reasons

This Statement is published by the Shire of Boddington in accordance with Section 6.36 of the Local Government Act 1995 to advise the public of its objectives and reasons for implementing differential rates.

The purpose of levying rates is to meet Council's budgetary requirements in each financial year in order to deliver services, facilities and community infrastructure. Property valuations provided by the Valuer General are used as the basis for the calculation of rates each year.

Section 6.36 of the Local Government Act provides the ability to differentially rate properties based on zoning and/or land use as determined by the Shire of Boddington. The application of differential rating maintains equity in the rating of properties across the Shire, enabling the Council to provide facilities, services and infrastructure to the entire community and visitors to the area.

Summary of the proposed minimum payments and rates in the dollar for 2022/23.

Rating Category	Rate in the Dollar	Minimum Rate
GRV General	0.111213	\$900
UV General	0.006196	\$900
UV Mining	0.035258	\$900
UV Commercial	0.025432	\$900
UV Special Rural	0.010326	\$900

Gross Rental Values (GRV)

The Local Government Act 1995 provides that properties of a Non-Rural purpose be rated using the Gross Rental Valuation (GRV) as the basis for the calculation of annual rates. The Valuer General determines the GRV for all properties with a non-rural purpose within the Shire of Boddington approximately every five years and provides a GRV Roll. The current valuation is effective from 1 July 2019. Interim valuations are provided regularly to Council by the Valuer General for properties where changes have occurred during the year (i.e. subdivisions or strata title of property, amalgamations, building constructions, demolition, additions and/or property rezoning). In such instances, the Shire recalculates the rates for the affected properties and issues interim rate notices.

GRV – General Rate

All land within the Shire used for non-rural purposes (GRV) is rated using a uniform GRV Rate. The uniform rate is calculated and adopted after the consideration of many factors such as current economic conditions, increases to land valuations as assessed by the Valuer General's Office, the infrastructure and service improvement proposals contained in the Budget, as well as other factors. It is considered that for this financial year the valuations imposed by the Valuer General provides the capacity for the additional rate contributions that may be required from different zoning/land use and therefore the need for a differential rate is not deemed necessary.

Unimproved Values (UV)

The Local Government Act 1995, provides that properties predominantly used for a rural purpose are assigned an Unimproved Value as supplied and reviewed by the Valuer General on an annual basis. The unimproved value of land refers to the market value of the land in its natural state without improvements such as buildings, fences, dams etc.

The rate in the dollar set for the UV-Rural category forms the basis for calculating all other UV differential rates. Interim valuations are provided regularly to Council by the Valuer General for properties where changes have occurred during the year (i.e. subdivisions of property, amalgamations, and/or property rezoning). In such instances Council recalculates the rates for the affected properties and issues interim rate notices.

UV - General

Characteristics

This rating category covers properties with a UV valuation and predominant rural land use.

Objects

To provide a base level of rating for UV properties.

Reasons

This rate reflects the level of rating required to raise the necessary revenue to operate efficiently and provide local government services and infrastructure.

UV - Mining

Characteristics

This rating category covers all Mining Leases, Exploration Licenses, Prospecting Licences, Retention Licenses, General Purpose Leases, Special Prospecting Licences for Gold and Miscellaneous Licenses as defined under the Mining Act with a UV valuation. It also includes properties with a UV valuation that are held for mining purposes.

Objects

To raise additional revenue to fund cost impacts to the Shire from mining activities.

Reasons

This differential rate is higher than UV-General to improve fairness and equity outcomes by:

- Applying a premium to compensate for the different valuation method and comparatively lower valuation level compared to equivalent properties in built-up areas.
- Applying a premium to reflect the following key points:
 - A mining buffer was originally identified in 2007 to assist in accommodating bauxite and gold mining and to reduce land use conflict. The mining buffer protects mining operations from sensitive land uses and development which could prejudice the extraction (now and in the future) of mineral and basic raw material resources.
 - Mining operations have resource implications on other Shire services and assets including environmental health, emergency management, town planning services and administration.
 - The impact of higher road infrastructure maintenance costs to the Shire as a result of frequent vehicle use over extensive lengths of roads.

UV - Commercial

Characteristics

This rating category covers all properties with a UV valuation with any intensive usage which is significantly different from agricultural or horticultural production.

Objects

This differential rate is to raise additional revenue to fund cost impacts to the Shire from this type of development.

Reasons

This category is rated higher to reflect the higher infrastructure maintenance required from commercial activities within a rural zone.

UV – Rural Residential

Characteristics

This rating category covers all properties with a UV valuation which are zoned Rural Residential and Rural Smallholdings in the Local Planning Scheme No. 3.

Objects

To raise an equitable level of rates in comparison to other categories.

Reasons

This category has a higher rate in the dollar than UV General to reflect decreases in valuation which require the rate in the dollar to be increased to allow an equitable rating structure.

Minimum Payments

The setting of general minimum payment level within all rating categories is an important method of ensuring all properties contribute an equitable rate amount to non-exclusive services. The minimum payment has been set at \$900 for all rating categories.

9.3 CORPORATE SERVICES

9.3.1 Monthly Financial Statements

File Reference: 3.0056
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Executive Manager Corporate Services
Attachments: 9.3.1 Monthly Financial Report period ended 31 May 2022

Summary

The Monthly Financial Report for May 2022 is presented for Councils consideration.

Background

In accordance with the Local Government Act 1995, a statement of financial activity must be presented at an Ordinary Meeting of Council. This is required to be presented within two months, after the end of the month, to which the statement relates.

The statement of financial activity is to report on the revenue and expenditure as set out in the annual budget for the month, including explanations of any variances. Regulation 34, from the Local Government (Financial Management) Regulations 1996 sets out the detail that is required to be included in the reports.

Comment

The attached monthly financial statements and supporting information have been compiled to meet compliance with the Local Government Act 1995 and associated Regulations.

Consultation

Nil

Strategic Implications

Nil

Legislative Implications

Local Government Act 1995

Section 6.4 Specifies that a local government is to prepare such other financial reports as are prescribed.

Local Government (Financial Management) Regulations 1996

Regulation 34 states:

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month in the following detail:
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
 - (b) budget estimates to the end of month to which the statement relates;
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
 - (d) material variances between the comparable amounts referred to in

- paragraphs (b) and (c);
 (e) the net current assets at the end of the month to which the statement relates.

Sub regulations 2, 3, 4, 5, and 6 prescribe further details of information to be included in the monthly statement of financial activity.

Policy Implications

Nil

Financial Implications

As disclosed in the financial statements.

Economic Implications

Timely submission of detailed monthly financial reports allows Council to monitor the financial performance of the Shire and review any adverse financial trends that may impact on the Shire's financial sustainability.

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.
Risk Rating (prior to treatment or control)	Low (2)
Principal Risk Theme	Reputational / Legislative
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Council may choose to receive the monthly financial reports as presented.
2. Council may choose not to receive the monthly financial reports as presented.

Voting Requirements

Simple Majority

Officer Recommendation

That Council receive the financial statements as presented, for the period ending 31 May 2022.



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)

For the Period Ended 31 May 2022

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

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MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 31 MAY 2022

BASIS OF PREPARATION

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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 financial statements.

SIGNIFICANT ACCOUNTING POLICIES

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.

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.

ROUNDING OFF FIGURES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 08 June 2022

KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 31 MAY 2022

STATUTORY REPORTING PROGRAMS

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

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources	Administration and operation of members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.
GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services	To collect revenue in the form of rates, interest and general purpose Government grants to allow for the provision of services.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services
HEALTH To provide an operational framework for environmental and community health	Inspection of food outlets and their control, noise control and waste disposal compliance
EDUCATION AND WELFARE To provide services to the elderly, children and youth	The provision of childcare facilities, aged housing, and the support of youth in the community.
HOUSING To provide and maintain staff and other housing	Provision and maintenance of staff and other housing
COMMUNITY AMENITIES To provide services required by the community	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 To establish and effectively manage infrastructure and resource which will help the social well being of the community	Maintenance of public halls, civic centres, swimming pool, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities
TRANSPORT To provide safe, effective and efficient transport services to the community	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 To help promote the shire and its economic wellbeing	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 To monitor and control Shire's overheads operating accounts	Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

STATUTORY REPORTING PROGRAMS

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	2(c)	1,130,431	1,130,431	1,130,431	0	0%	
Revenue from operating activities							
Governance		75,258	67,649	82,838	15,189	22%	▲
General purpose funding - general rates	5	5,225,193	5,224,193	5,228,314	4,121	0%	
General purpose funding - other		184,535	181,633	417,548	235,915	130%	▲
Law, order and public safety		151,385	127,031	129,792	2,761	2%	
Health		39,290	35,875	37,321	1,446	4%	
Education and welfare		519,200	504,253	517,603	13,350	3%	
Housing		39,300	34,269	25,206	(9,063)	(26%)	
Community amenities		313,304	310,797	317,483	6,686	2%	
Recreation and culture		86,720	72,634	76,811	4,177	6%	
Transport		110,080	110,080	148,664	38,584	35%	▲
Economic services		391,122	354,603	412,767	58,164	16%	▲
Other property and services		59,896	58,894	73,799	14,905	25%	▲
		7,195,283	7,081,911	7,468,146	386,235		
Expenditure from operating activities							
Governance		(225,617)	(22,444)	(85,848)	(63,404)	(282%)	▼
General purpose funding		(22,307)	(19,584)	(1,261)	18,323	94%	▲
Law, order and public safety		(548,783)	(510,712)	(468,498)	42,214	8%	
Health		(233,897)	(215,693)	(228,198)	(12,505)	(6%)	
Education and welfare		(1,119,710)	(1,033,103)	(931,742)	101,361	10%	
Housing		(79,785)	(72,681)	(61,623)	11,058	15%	▲
Community amenities		(883,143)	(784,538)	(772,601)	11,937	2%	
Recreation and culture		(2,415,766)	(2,214,912)	(2,149,228)	65,684	3%	
Transport		(3,304,496)	(2,850,890)	(2,675,072)	175,818	6%	
Economic services		(898,009)	(838,799)	(768,271)	70,528	8%	
Other property and services		(62,095)	(59,887)	72,923	132,810	222%	▲
		(9,793,608)	(8,623,243)	(8,069,419)	553,824		
Non-cash amounts excluded from operating activities	2(a)	3,106,735	2,815,900	2,764,479	(51,421)	(2%)	
Amount attributable to operating activities		508,410	1,274,568	2,163,206	888,638		
Investing Activities							
Proceeds from non-operating grants & contributions	7	1,256,407	995,334	657,248	(338,086)	(34%)	▼
Proceeds from disposal of assets	5	34,000	10,000	9,654	(346)	(3%)	
Payments for property, plant and equipment & infrastructure	6	(2,420,021)	(1,490,176)	(1,477,923)	12,253	1%	
		(1,129,614)	(484,842)	(811,021)	(326,179)		
Financing Activities							
Proceeds from new debentures	6	0	0	0	0	0%	
Transfer from reserves	2	120,000	0	0	0	0%	
Repayment of debentures	6	(357,077)	(241,404)	(241,404)	0	0%	
Transfer to reserves	2	(61,202)	0	0	0	0%	
Amount attributable to financing activities		(298,279)	(241,404)	(241,404)	0		
Closing funding surplus / (deficit)	2(c)	210,948	1,678,753	2,241,212			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note 1 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021-22 year is \$10,000 or 10.00% whichever is the greater.

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 1
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2021-22 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing / Permanent	Explanation of Variances
	\$	%		
Revenue from operating activities				
Governance	15,189	22%	▲ Permanent	Parental Leave reimbursement.
General purpose funding - rates	4,121	0%		
General purpose funding - other	235,915	130%	▲ Permanent	Advance Payment of 2022/2023 Federal Assistance Grant.
Law, order and public safety	2,761	2%		
Health	1,446	4%		
Education and welfare	13,350	3%		
Housing	(9,063)	(26%)		
Community amenities	6,686	2%		
Recreation and culture	4,177	6%		
Transport	38,584	35%	▲ Permanent	Contribution for road works above budget expectation due to contributions for gravel delivery - Harvey Quindanning Road.
Economic services	58,164	16%	▲ Permanent	Caravan Park income exceeding budget expectations \$48k .
Other property and services	14,905	25%	▲ Permanent	Reimbursement of Workers Compensation payments.
Expenditure from operating activities				
Governance	(63,404)	(282%)	▼ Timing	Administration cost allocation slightly behind YTD budget scheduling, this will be back in line by 30 June 2022.
General purpose funding	18,323	94%	▲ Timing	Valuation expenses from Landgate yet to be incurred.
Law, order and public safety	42,214	8%		
Health	(12,505)	(6%)		
Education and welfare	101,361	10%	Timing	Expenditure still to be incurred within Childcare and Youth Services, with possible savings in ELC wages.
Housing	11,058	15%	▲ Timing	Maintenance works yet to be carried out on staff housing, may need to be carried over to 2022/2023.
Community amenities	11,937	2%		
Recreation and culture	65,684	3%		
Transport	175,818	6%		
Economic services	70,528	8%		
Other property and services	132,810	222%	▲ Timing	Over allocation of Public Works Overheads, partly due to overhead costs being costed directly to jobs.
Non-cash amounts excluded from operating activities.	(51,421)	(2%)		
Investing activities				
Proceeds from non-operating grants & contributions	(338,086)	(34%)	▼ Timing	Regional Road Group funding to be claimed once capital works are complete.
Proceeds from disposal of assets	(346)	(3%)		
Payments for property, plant and equipment & infrastructure	12,253	1%	Permanent	- Down by \$108,822 due to a purchase of Hino Crew Truck contained in 2020/2021 Budget. Purchase order raised March 2021, arrived March 2022 omitted from 2021/2022 Budget. \$125,200 for mower and light vehicles to be carried over to 2022/2023 due to delivery delays. - Up by \$125,200, mower and light vehicles to be carried over to 2022/2023 due to delivery delays.
Financing activities				
Transfer from reserves	0	0%		
Repayment of debentures	0	0%		
Transfer to reserves	0	0%		

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 2
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

(a) Non-cash items excluded from operating activities

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

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	5	0	0	(4,870)
Less: Movement in liabilities associated with restricted cash		0	0	0
Movement in pensioner deferred rates (non-current)		0	0	(738)
Movement in employee benefit provisions (non-current)		34,790	0	0
Movement in other provisions (non-current)		0	0	0
Add: Loss on asset disposals	5	0	0	0
Add: Depreciation on assets		3,071,945	2,815,900	2,770,087
Total non-cash items excluded from operating activities		3,106,735	2,815,900	2,764,479

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

		Last Year Closing 30 June 2021	This Time Last Year 31 May 2021	Year to Date 31 May 2022
Adjustments to net current assets				
Less: Reserves - restricted cash	2	(1,668,321)	(2,758,603)	(1,668,321)
Add: Borrowings	6	357,077	117,874	115,674
Add: Provisions - employee		0	0	0
Total adjustments to net current assets		(1,311,244)	(2,640,729)	(1,552,647)

(c) Net current assets used in the Statement of Financial Activity

Current assets				
Cash and cash equivalents	2	3,934,794	4,314,634	6,109,653
Rates receivables	3	253,668	290,603	278,209
Receivables	3	1,404,087	198,242	73,336
Other current assets	5	158,762	(18,678)	(2,214)
Less: Current liabilities				
Payables		(1,095,378)	(593,723)	(290,268)
Borrowings	7	(357,077)	(117,874)	(115,674)
Contract liabilities		(1,596,684)	(484,971)	(1,998,684)
Provisions		(260,497)	(245,545)	(260,497)
Less: Total adjustments to net current assets	2(b)	(1,311,244)	(2,640,729)	(1,552,647)
Closing funding surplus / (deficit)		1,130,431	701,957	2,241,214

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. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 3
CASH AND FINANCIAL ASSETS**

CASH AND INVESTMENTS

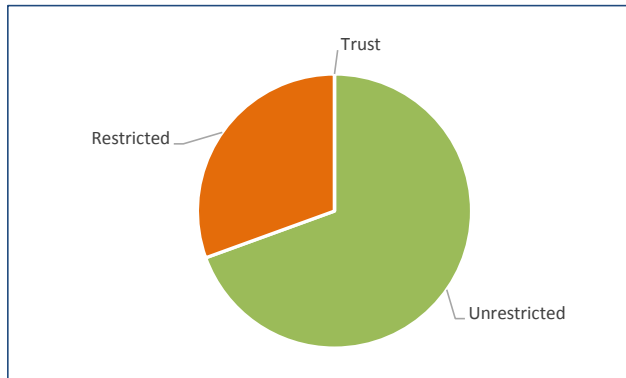
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on hand							
Petty Cash & Floats	400	0	400			0.00%	On Hand
At Call Deposits							
Municipal Funds	2,243,346	0	2,243,346		NAB		At Call
Bonds & Deposits	0	93,939	93,939		NAB		At Call
Term Deposits & Overnight Cash Deposits							
OCDF Boddington Supertowns	0	103,646	103,646		Treasury	0.05%	Overnight
Reserve Funds	0	1,668,322	1,668,322		NAB	0.20%	16/06/22
Municipal Funds	2,000,000	0	2,000,000		NAB	0.20%	16/06/22
Total	4,243,746	1,865,907	6,109,653	0			

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less 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 net current assets.

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

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



Total Cash	Unrestricted
\$6.11 M	\$4.24 M

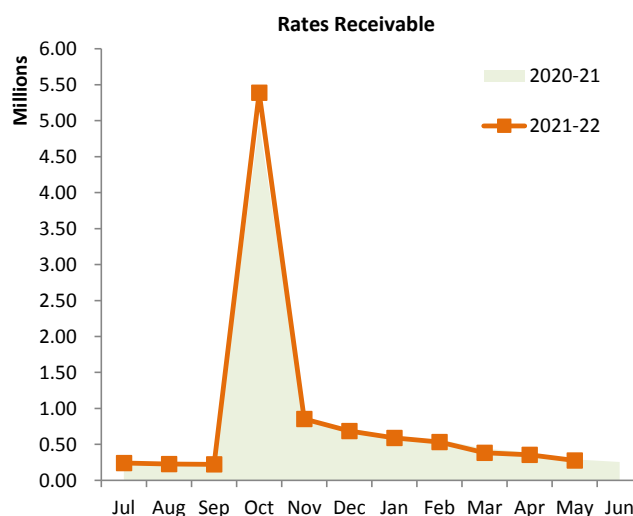
CASH BACKED RESERVES

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant Reserve	221,172	265	0	0	0	0	0	221,437	221,172
Building Reserve	97,124	116	0	0	0	0	0	97,240	97,124
Local Organisation Assistance Fund Reserve	31,617	38	0	9,202	0	0	0	40,857	31,617
Refuse Site Reserve	39,470	47	0	0	0	0	0	39,517	39,470
Aged Housing Reserve	366,827	440	0	0	0	(120,000)	0	247,267	366,827
Swimming Pool Reserve	21,005	25	0	0	0	0	0	21,030	21,005
River Crossing Reserve	47,644	57	0	0	0	0	0	47,701	47,644
Prepaid Conditional Grants Reserve	199,558	239	0	0	0	0	0	199,797	199,558
Unspent Conditional Grants Reserve	376,700	452	0	0	0	0	0	377,152	376,700
Public Open Space Reserve	267,204	321	0	0	0	0	0	267,525	267,204
Town Weir Reserve	0	0	0	50,000	0	0	0	50,000	0
	1,668,321	2,000	0	59,202	0	(120,000)	0	1,609,523	1,668,321

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Rates receivable	30 June 2021	31 May 2022
	\$	\$
Opening arrears previous years	268,443	253,668
RATES - levied this year	4,775,251	5,227,323
RUBBISH - levied this year	231,837	253,247
ESL - levied this year	102,228	107,448
TOTAL levied this year	5,109,316	5,588,018
Less - collections to date	(5,124,091)	(5,563,477)
Equals current outstanding	253,668	278,209
Net rates collectable	253,668	278,209
% Collected	95.3%	95.2%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	(4,996)	26,106	571	21,318	43,000
Percentage	-11.6%	60.7%	1.3%	49.6%	
Balance per trial balance					
Sundry receivable					43,000
GST receivable					31,634
Increase in Allowance for impairment of receivables from contracts with customers					(3,337)
Accrued Income					(2,214)
Loan Clay Target Club					2,039
Total receivables general outstanding					71,122

Amounts shown above include GST (where applicable)

KEY INFORMATION

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 impairment of receivables is raised when there is objective evidence that they will not be collectible.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 5
RATE REVENUE**

General rate revenue

RATE TYPE	Budget				
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Total Revenue
				\$	\$
Gross rental value					
GRV - General	0.111213	475	7,119,005	791,726	791,726
GRV - Mining	0.090161	2	20,635,000	1,860,472	1,860,472
Unimproved value					
UV - Rural	0.006884	242	108,471,000	746,714	1,000
UV - Mining	0.032646	48	43,849,051	1,431,496	0
UV - Non-Rural	0.025432	2	883,500	22,469	0
Sub-Total		769	180,957,556	4,852,877	1,000

Minimum payment

Minimum \$

Gross rental value					
GRV - General	984	155	419,914	152,520	0
GRV - Mining	984	1	20	984	0
Unimproved value					
UV - Rural	750	234	21,171,000	175,500	0
UV - Mining	984	43	190,782	42,312	0
UV - Non-Rural	984	0	0	0	0
Sub-total		433	21,781,716	371,316	0

Amount from general rates

5,225,193

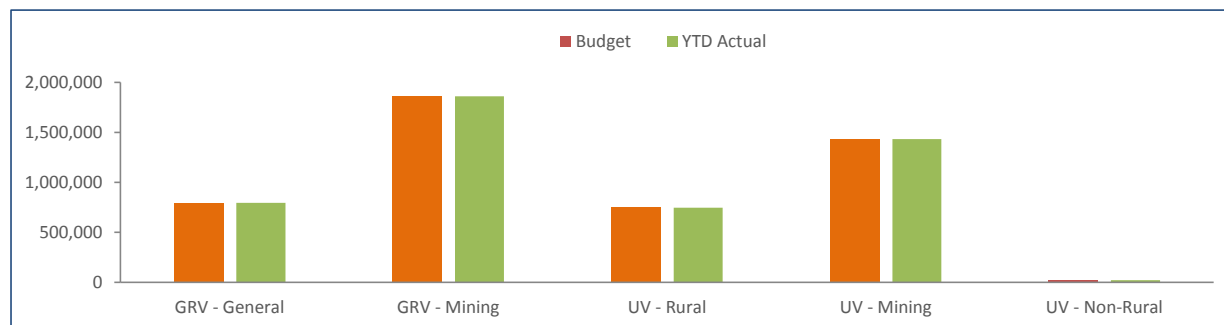
YTD Actual			
Rate Revenue	Interim Rates	Back Rates	Total Revenue
\$	\$	\$	\$
795,485	352	0	795,837
1,860,472	0	0	1,860,472
746,714	638	0	747,352
1,432,835	0	0	1,432,835
22,469	0	0	22,469
4,857,975	990	0	4,858,965

150,552	0	0	150,552
984	0	0	984
175,500	0	0	175,500
42,312	0	0	42,312
0	0	0	0
369,348	0	0	369,348

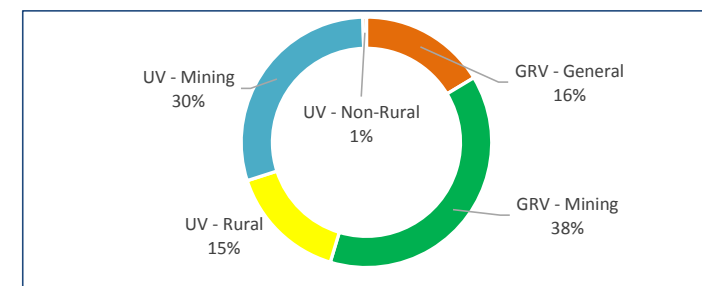
5,228,313

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



General Rates	
Budget	Actual
\$5.23 M	\$5.23 M



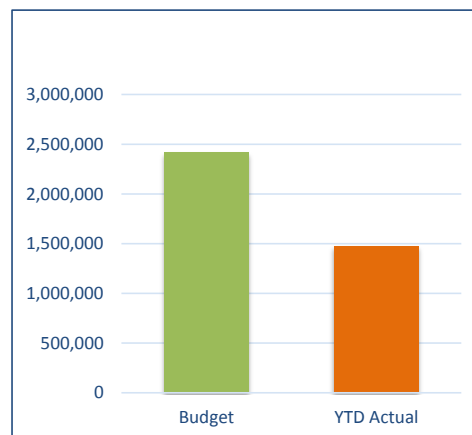
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS**

Capital acquisitions	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$
Furniture and Equipment	55,000	45,000	45,931	931
Land and Buildings	190,000	185,000	166,470	(18,530)
Plant and Equipment	222,233	165,200	158,469	(6,731)
Road Infrastructure	1,372,403	831,403	841,779	10,376
Footpath Infrastructure	111,073	111,073	111,722	649
Infrastructure - Parks, Gardens, Recreation Facilities	469,312	152,500	153,553	1,053
Total Capital Acquisitions	2,420,021	1,490,176	1,477,923	(12,253)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	1,256,407	995,334	657,248	(338,086)
Borrowings	0	0	0	0
Other (disposals & C/Fwd)	34,000	10,000	9,654	(346)
Cash backed reserves				
Plant Reserve	0	0	0	0
Building Reserve	0	0	0	0
Local Organisation Assistance Fund Reserve	0	0	0	0
Refuse Site Reserve	0	0	0	0
Aged Housing Reserve	0	0	0	0
Swimming Pool Reserve	0	0	0	0
River Crossing Reserve	0	0	0	0
Prepaid Conditional Grants Reserve	0	0	0	0
Unspent Conditional Grants Reserve	0	0	0	0
Public Open Space Reserve	0	0	0	0
Town Weir Reserve	0	0	0	0
Contribution - operations	1,129,614	484,842	811,021	326,179
Capital funding total	2,420,021	1,490,176	1,477,923	(12,253)

SIGNIFICANT ACCOUNTING POLICIES

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.



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$2.42 M	\$1.48 M	61%

Capital Grants	Annual Budget	YTD Actual	% Received
	\$1.26 M	\$0.66 M	52%






























NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022

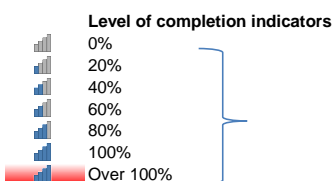
INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Disposals

Asset description	Amended Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
Trade in Utility - BT031	12,000	12,000	0	0	0	0
Trade in BT07	10,000	10,000	0	4,784	7,273	2,489
Trade in BT011	10,000	10,000	0	0	0	0
Sale of Flail Mower	0	0	0	0	2,381	2,381
Trade in Mower	2,000	2,000	0	0	0	0
	34,000	34,000	0	4,784	9,654	4,870

Capital Acquisitions

Account Description	Amended Budget	YTD Budget	YTD Actual	Variance Under/(Over)
 IT Equipment - Server Replacement	45,000	45,000	45,931	(931)
 Office Equipment	10,000	0	0	0
Total Furniture & Equipment	55,000	45,000	45,931	(931)
 Swimming Pool - Disabled Toilet & Shower	5,000	0	0	0
 Land Acquisition - Aged Accomodation	120,000	120,000	103,049	16,951
 Café - Commercial Kitchen Fitout	65,000	65,000	63,421	1,579
Total Land & Buildings	190,000	185,000	166,470	18,530
 Doctors Vehicle	40,000	40,000	49,647	(9,647)
 Hino 921 AT 4400 Wide Crew Truck	0	0	108,822	(108,822)
 Plant Float Trailer	50,158	0	0	0
 Truck Modifications for Towing Plant Float	6,875	0	0	0
 Mower	51,200	51,200	0	51,200
 D/Cab Utility - BT015	30,000	30,000	0	30,000
 Utility - BT011	39,000	39,000	0	39,000
 Water Pump for Road Construction	5,000	5,000	0	5,000
Total Plant & Equipment	222,233	165,200	158,469	6,731
RTR - Lower Hotham Rd - Reseal	0	0	0	0
 RTR - Days Rd - Seal	70,064	70,064	83,587	(13,523)
 LRCI - Days Rd - Seal	35,175	35,175	35,175	0
 RTR - Chalk Brook Rd	88,164	88,164	74,058	14,106
 RTR - River Rd/Forrest St Intersection Upgrade	40,000	17,000	16,765	235
 RRG - Crossman Rd (2021/2022)	165,000	165,000	174,217	(9,217)
 RRG - Crossman Rd (2020/2021)	66,000	66,000	66,893	(893)
 RRG - Harvey Quindanning Rd	563,000	348,000	348,670	(670)
 RRG - Lower Hotham Rd	345,000	42,000	42,414	(414)
Total Road Infrastructure	1,372,403	831,403	841,779	(10,376)
 Footpaths - LRCI Phase 2 Grant Project	111,073	111,073	111,722	(649)
Total Footpath Infrastructure	111,073	111,073	111,722	(649)
 Drainage - ELC - Drainage Works	20,000	1,500	1,440	60
 Hotham Park/Foreshore Landscape & Lighting	241,312	56,000	56,120	(120)
 Ranford Playground Replacement	50,000	0	3,752	(3,752)
 Early Learning Centre - Shade Structure	40,000	5,000	0	5,000
 Swimming Pool - Repaint Basin	28,000	0	0	0
 Street Lighting - LRCI Phase 2 Grant Project	50,000	50,000	52,241	(2,241)
 Sculpture	40,000	40,000	40,000	0
Total Other Infrastructure	469,312	152,500	153,553	(1,053)
	2,420,021	1,490,176	1,477,923	12,253



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

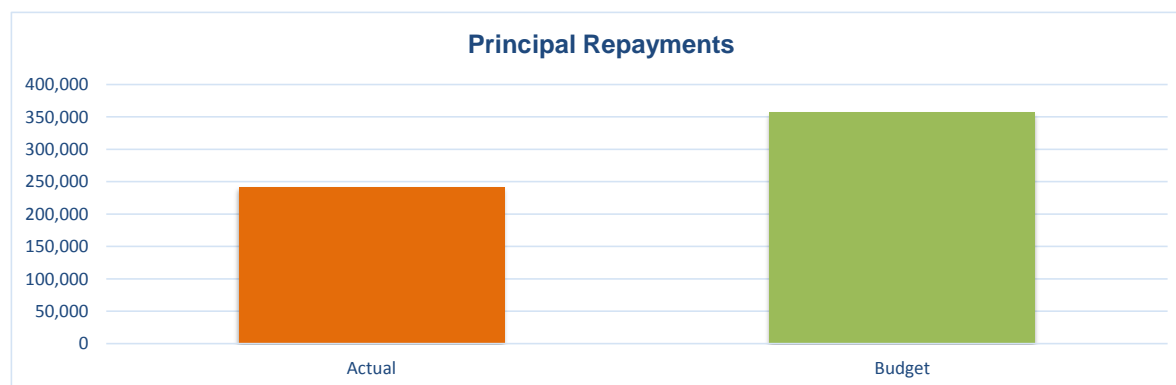
Repayments - borrowings

Information on borrowings			1 July 2021	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	Interest %		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance											
Administration Centre	105	4.01%	429,525	0	0	67,895	137,150	361,630	292,375	11,364	21,154
Health											
Doctors Residence	83	6.57%	12,942	0	0	12,942	12,942	0	0	703	632
Education and welfare											
Childcare Centre	100	6.42%	102,445	0	0	17,826	17,826	84,619	84,619	6,323	6,237
Housing											
3 Pecan Place	94	6.45%	179,384	0	0	15,256	15,256	164,128	164,128	10,805	11,328
34 Hill Street	97	6.45%	181,920	0	0	15,472	15,472	166,448	166,448	10,505	11,488
Recreation and culture											
Recreation Centre	106	3.36%	660,580	0	0	64,891	63,819	595,689	596,761	24,640	21,600
Recreation Centre	107	1.56%	906,847	0	0	47,122	94,612	859,725	812,235	10,246	13,779
Total			2,473,643	0	0	241,404	357,077	2,232,239	2,116,566	74,587	86,218
Current borrowings			357,077					115,674			
Non-current borrowings			2,116,566					2,116,566			
			2,473,643					2,232,240			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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.



Principal Repayments
\$241,404

Interest Earned
\$15,321

Interest Expense
\$74,587

Reserves Balance
\$1,668,321

Loans Due
\$2,232,239

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022

NOTE 8
GRANTS & CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue				
	Liability	Increase	Decrease	Liability	YTD	Amended	Budget		YTD
	1 Jul 21	in Liability	in Liability	31 May 22	Budget	Budget	Variations	Expected	Revenue
	\$	\$	(As revenue)	\$	\$	\$	\$	\$	Actual
Operating grants, subsidies and contributions									
Governance									
Employee Contributions	0	0	0	0	2,128	5,200	0	5,200	0
General purpose funding									
Federal Assistance Grant - General Purpose	0	0	0	0	42,951	42,951	0	42,951	95,093
Federal Assistance Grant - Local Roads				0	106,784	106,784	0	106,784	297,329
Law, order, public safety									
DFES - Fire Brigade Operating Grant	0	0	0	0	69,747	84,944	0	84,944	69,752
DFES - SES Operating Grant	0	0	0	0	23,881	31,841	0	31,841	24,485
Education and welfare									
Newmont - Community Investment Funding	0	0	0	0	45,000	45,000	0	45,000	45,000
Seniors - Living Stronger/Longer	0	0	0	0	0	2,500	0	2,500	1,732
Newmont - Youth Centre Grant	0	0	0	0	0	0	0	0	3,000
Community amenities									
Cemetery Donations	0	0	0	0	0	0	0	0	545
Recreation and culture									
South 32 - Events Contribution	0	0	0	0	27,000	27,000	0	27,000	28,818
Library Technology & Inclusion Grant	0	0	0	0	5,000	5,000	0	5,000	5,000
Library Childrens Week Grant	0	0	0	0	0	0	0	0	500
Thank a Volunteer	0	0	0	0	0	0	0	0	1,100
Australia Day Grant	0	0	0	0	20,000	20,000	0	20,000	16,000
Transport									
Main Roads - Direct Road Grant	0	0	0	0	52,280	52,280	0	52,280	54,654
Road Safety Alliance	51,666	0	0	51,666	57,500	57,500	0	57,500	69,230
Economic services									
Rodeo Weekend - Contributions	0	0	0	0	870	870	0	870	142
	51,666	0	0	51,666	453,141	481,870	0	481,870	712,380
Non-operating contributions									
Community amenities									
Hotham Park Lighting - South 32	0	0	0	0	0	40,000	0	40,000	40,000
Hotham Park Lighting - Newmont	0	0	0	0	0	50,000	0	50,000	40,000
Hotham Park Lighting -Other	0	0	0	0	0	10,000	0	10,000	0
Transport									
LRCI Phase 2 - Footpaths & Lighting	0	0	0	0	35,175	196,248	0	196,248	52,379
Roads to Recovery Funding	51,162	0	0	51,162	184,959	184,959	0	184,959	126,949
Regional Road Group Funding	17,600	0	0	17,600	775,200	775,200	0	775,200	397,920
Special Bridge Funding	0	402,000	0	402,000	0	0	0	0	0
	68,762	402,000	0	470,762	995,334	1,256,407	0	1,256,407	657,248
TOTALS	120,428	402,000	0	522,428	1,448,475	1,738,277	0	1,738,277	1,369,628

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 9
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
Budget adoption			Closing Surplus				169,106
		Res 8/22	Opening surplus		87,431		256,537
2042020	Reimbursements - Admin	Res 8/22	Operating Revenue		13,823		270,360
2042025	Insurance Reimbursements	Res 8/22	Operating Revenue		19,000		289,360
2032020	Grant Commissions - FAG - Roads Grt	Res 8/22	Operating Revenue		42,359		331,719
2051001	ESL Operating Grant BFB	Res 8/22	Operating Revenue		24,161		355,880
2053010	ESL Bodd SES Operating Alloc	Res 8/22	Operating Revenue		2,431		358,311
2082010	ICU Lease Rentals	Res 8/22	Operating Revenue		4,000		362,311
2082015	ILU Lease/Rentals	Res 8/22	Operating Revenue		10,000		372,311
2091012	Housing Rental 3 Prussian Way	Res 8/22	Operating Revenue		8,400		380,711
2091013	Housing Rental 25 Farmers Avenue	Res 8/22	Operating Revenue		7,500		388,211
2101010	Domestic Removal S01	Res 8/22	Operating Revenue		12,784		400,995
2101020	Recycling Income	Res 8/22	Operating Revenue		16,490		417,485
2101060	Addit Domestic Refuse S03	Res 8/22	Operating Revenue		2,000		419,485
2101030	Tipping Fees	Res 8/22	Operating Revenue			(5,000)	414,485
2102040	Commercial Refuse S02	Res 8/22	Operating Revenue		6,000		420,485
2102050	Effluent Disposal	Res 8/22	Operating Revenue			(15,000)	405,485
2113035	Rec Centre Income	Res 8/22	Operating Revenue		2,000		407,485
2113070	Community Club Lease	Res 8/22	Operating Revenue		7,825		415,310
2113090	Other Sport & Comm. Leases	Res 8/22	Operating Revenue		3,000		418,310
2113114	Operating Grants & Subsidies	Res 8/22	Operating Revenue		25,000		443,310
2121820	Other Income	Res 8/22	Capital Revenue		35,175		478,485
2121700	Grant - Roads To Recovery	Res 8/22	Capital Revenue			(50,698)	427,787
2030132	Community Café Income	Res 8/22	Operating Revenue		43,925		471,712
2132043	Grants & Contributions	Res 8/22	Operating Revenue		20,000		491,712
2132049	Visitor Centre Cafe	Res 8/22	Operating Revenue		5,500		497,212
2132060	Charges - Caravan & Camping	Res 8/22	Operating Revenue		40,000		537,212
2132065	Old Police Station Rental	Res 8/22	Operating Revenue			(10,000)	527,212
2146005	Charges - Private Works	Res 8/22	Operating Revenue		15,891		543,103
2146080	Workers Comp/Traineeships/LSL Reimbursements	Res 8/22	Operating Revenue		33,000		576,103
3042025	Insurance - Admin Staff Related	Res 8/22	Operating Expenses			(13,187)	562,916
3042170	Consultant Fees	Res 8/22	Operating Expenses			(50,000)	512,916
3042190	Depreciation (Governance)	Res 8/22	Operating Expenses	(25,000)			487,916
3051040	Depreciation (Fire Prevention)	Res 8/22	Operating Expenses	(25,000)			462,916
3071020	Depreciation (Health Insp. & Admin)	Res 8/22	Operating Expenses	(15,000)			447,916
3081020	Depreciation (Care Of Families & Children)	Res 8/22	Operating Expenses	(52,000)			395,916
3082030	Depreciation (Aged - Snr Citizens)	Res 8/22	Operating Expenses	(245,000)			150,916
3092020	Depreciation (Housing)	Res 8/22	Operating Expenses	(44,000)			106,916
3091012	3 Prussian Way	Res 8/22	Operating Expenses			(8,400)	98,516
3091013	25 Farmers Way	Res 8/22	Operating Expenses			(7,500)	91,016
3101020	Kerbside Recycling	Res 8/22	Operating Expenses			(8,000)	83,016
3101045	Domestic Refuse Collection	Res 8/22	Operating Expenses			(10,000)	73,016
3101050	Refuse Site Maintenance	Res 8/22	Operating Expenses			(22,000)	51,016
3102020	Comm. Refuse Collection	Res 8/22	Operating Expenses			(6,000)	45,016
3113032	Thank a Volunteer Expenses	Res 8/22	Operating Expenses			(3,000)	42,016
3113035	Loaf Funding Expenses	Res 8/22	Operating Expenses			(7,000)	35,016
3113300	Depreciation (Other Rec & Sport)	Res 8/22	Operating Expenses	(260,000)			(224,984)
3112500	Depreciation - Foreshore Infrastructure	Res 8/22	Operating Expenses	(22,000)			(246,984)
3121600	Dep Exp Infrastructure Sealed Roads - Pavement	Res 8/22	Operating Expenses	35,000			(211,984)
3122012	Storm Damage	Res 8/22	Operating Expenses			(30,000)	(241,984)
3030132	Community Café Expenses	Res 8/22	Operating Expenses			(50,301)	(292,285)
3132081	Events And Festivals Expenses	Res 8/22	Operating Expenses			(20,000)	(312,285)
3141270	Depreciation Plant	Res 8/22	Operating Expenses	(25,000)			(337,285)
3146030	Workers Compensation Payments	Res 8/22	Operating Expenses			(33,000)	(370,285)
3121090	RTR - Lower Hotham Rd - Reseal	Res 8/22	Capital Expenses		37,410		(332,875)
3121090	LRCI - 20/21 Days Rd - Seal	Res 8/22	Capital Expenses			(35,177)	(368,052)
3121800	RRG - Harvey Quindanning Rd	Res 8/22	Capital Expenses			(74,000)	(442,052)
	Add back Non-Cash Items - Depreciation Expense			678,000			235,948
3042170	Land Acquisition - Aged Accommodation	Res 13/22	Capital Expenses			(120,000)	115,948
5024104	Cashbacked Reserves - Aged Housing	Res 13/22	Capital Revenue		120,000		235,948
3042170	Consultant Fees	Res 13/22	Operating Expenses			(10,000)	225,948
3113231	Ranford Playground	Res 31/22	Operating Expenses			(15,000)	210,948
				0	645,105	(603,263)	210,948

9.3.2 Payment Listing

File Reference: 3.0070
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Finance Administration Officer
Attachments: 9.3.2 List of Payments ending 31 May 2022

Summary

The list of payments for May 2022 is presented for noting by Council.

Background

Council has delegated the Chief Executive Officer the exercise of its power to make payments from the Shires municipal fund and the trust fund.

In exercising their authority, and in accordance with the Local Government (Financial Management) Regulation, it is a requirement to produce a list of payments made from Councils Municipal Fund and Trust Fund bank accounts to be presented to Council for the purposes of noting, in the following month.

Comment

The List of Payments have been made in accordance with Councils adopted budget, and statutory obligations.

Consultation

Nil

Strategic Implications

Nil

Legislative Implications

Local Government (Financial Management) Regulations 1996 - Reg 13

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name; and
 - (b) the amount of the payment; and
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.

Policy Implications

Nil

Financial Implications

As disclosed within the payment listing.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to present a detailed listing of payments made from the Shire bank accounts in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, which may result in a qualified audit.
Risk Rating (prior to treatment or control)	Minor (2)
Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Council may choose to receive the list of payments reports as presented.
2. Council may choose not to receive the list of payment reports as presented.

Voting Requirements

Simple Majority

Officer Recommendation

That Council receive the list of payments for the period ending 31 May 2022 as presented.

ATTACHMENT 9.3.2

LIST OF PAYMENTS - MAY 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23870	10/05/2022	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND	BCITF PAYMENT - APRIL 2022	156.20
EFT23871	10/05/2022	SHIRE OF BODDINGTON	BUILDING SERVICES LEVY/BCITF COMMISSION - APRIL 2022	61.50
EFT23872	10/05/2022	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	BUILDING SERVICES LEVY PAYMENT - APRIL 2022	510.33
	TOTAL TRUST			728.03
EFT23851	06/05/2022	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR APRIL 2022	217.40
EFT23852	06/05/2022	OFFICEWORKS BUSINESS DIRECT	LOGITECH PRO R800 PRESENTER	134.95
EFT23853	06/05/2022	WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY (LANDGATE)	GROSS RENTAL VALUATIONS	118.90
EFT23854	06/05/2022	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	507.12
EFT23855	06/05/2022	THE DOG TIDY COMPANY	DOG TIDY BAGS	446.80
EFT23856	06/05/2022	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	1,627.58
EFT23857	06/05/2022	SPYKER TECHNOLOGIES PTY LTD	SWIPE CARDS	208.56
EFT23858	06/05/2022	ZIRCODATA PTY LTD	STORAGE FEES	91.22
EFT23859	06/05/2022	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	FIRST AID TRAINING COURSE	160.00
EFT23860	06/05/2022	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES FOR APRIL 2022	280.00
EFT23861	06/05/2022	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES	286.00
EFT23862	06/05/2022	RURAL AND REGIONAL ECONOMIC SOLUTIONS PTY LTD	CONSULTING FEES - AGED ACCOMMODATION PROJECT	499.12
EFT23863	06/05/2022	RINGCENTRAL INC	MONTHLY SUBSCRIPTION FEE FOR PHONE SYSTEM	679.80
EFT23864	06/05/2022	124 RUSTY CAMP BODDINGTON	CATERING SRVICES	220.00
EFT23865	06/05/2022	DHU SOUTH ELECTRICAL	INSTALLATION OF COOL ROOM AT THE CAFÉ	36,724.16
EFT23866	06/05/2022	FREESTYLE NOW	ENTERTAINMENT - SUMMER BY THE RIVER	1,815.00
EFT23867	06/05/2022	CHOP STREET MUSIC PRODUCTIONS	ENTERTAINMENT - SUMMER BY THE RIVER	4,815.00
EFT23868	06/05/2022	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASS.	LOCAL GOVERNMENT RATES COURSE	990.00
EFT23869	06/05/2022	BODDINGTON STORE	STATIONERY ITEMS FOR FEBRUARY 2022	355.64
EFT23873	13/05/2022	BODDINGTON TYRE SERVICE	TYRE REPAIR - TORO MOWER	45.00
EFT23874	13/05/2022	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR APRIL 2022	4,696.30
EFT23875	13/05/2022	NARROGIN CARPETS & CURTAINS	INSTALLATION OF HOSPITAL TRACK AND DISPOSABLE CURTAINS	1,155.00
EFT23876	13/05/2022	ECOMIST SWAN	CLEANING PRODUCTS	152.90
EFT23877	13/05/2022	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	79.92
EFT23878	13/05/2022	G FORCE PRINTING & DESIGN (FORMERLY DRUM PRINT)	BUSINESS CARDS - VANESSA GARTNER	154.00
EFT23879	13/05/2022	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY MAY 2022	1,300.00
EFT23880	13/05/2022	MARKETFORCE PTY LTD	ADVERTISING - PLANNING OFFICER	921.73
EFT23881	13/05/2022	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES FOR APRIL 2022	18,629.19
EFT23882	13/05/2022	BANNISTER EXCAVATIONS PTY LTD	HIRE OF GRADER	14,256.00
EFT23883	13/05/2022	SURVEYING SOUTH	CONSTRUCTION SETOUT - HARVEY QUINDANNING ROAD	3,091.00
EFT23884	13/05/2022	BODDINGTON MINI SKIPS	STREET BIN COLLECTION AND CLEANING FOR APRIL 2022	2,461.00
EFT23885	13/05/2022	INTEGRAL STEEL	ROAD BROOM REPAIRS	300.00
EFT23886	13/05/2022	MARRADONG CONTRACTING PTY LTD	ROAD WORKS - HARVEY QUINDANNING ROAD	104,127.89
EFT23887	13/05/2022	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	4,709.12
EFT23888	13/05/2022	J & M REID EARTHMOVING PTY LTD	HIRE OF WATER CART & EXCAVATOR	36,685.00
EFT23889	13/05/2022	TENILLE ROBERTS	REFUND FOR OVER PAYMENT OF CHILD CARE FEES	44.50
EFT23890	13/05/2022	AVON WASTE	RUBBISH SERVICES FOR APRIL 2022	7,518.11
EFT23891	13/05/2022	MOORE AUSTRALIA (WA) PTY LTD	LONG TERM FINANCIAL PLAN TEMPLATE	3,850.00
EFT23892	13/05/2022	GREG DAY MOTORS	FUEL FOR APRIL 2022	12,100.75
EFT23893	13/05/2022	ELIZABETH K HOEK	HIRE OF LAYDOWN AREA	405.00
EFT23894	13/05/2022	BODDINGTON SES	REIMBURSEMENT TO THE SES	930.70
EFT23895	13/05/2022	THOMPSON BUILDING INDUSTRIES	REMOVAL OF IMPOUNDED VEHICLES	330.00
EFT23896	13/05/2022	THE LOCK MAN SECURITY	REPLACEMENT KEY	28.55

ATTACHMENT 9.3.2

LIST OF PAYMENTS - MAY 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23897	19/05/2022	OFFICEWORKS BUSINESS DIRECT	IPHONE AND CHARGER FOR ENVIRONMENTAL HEALTH OFFICER	1,293.06
EFT23898	19/05/2022	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	984.91
EFT23899	19/05/2022	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE PURCHASES FOR APRIL 2022	5,035.07
EFT23900	19/05/2022	JOHN CHAPMAN	REPLACEMENT SET TOP BOX	400.00
EFT23901	19/05/2022	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE MAY 2022	1,300.00
EFT23902	19/05/2022	WESTERN ENVIRONMENTAL PTY LTD	SALINITY SAMPLING - MARRADONG BROOK	1,298.00
EFT23903	19/05/2022	UNLIMITED TEC	FINAL PAYMENT FOR POINT OF SALE SYSTEM FOR THE CAFÉ	2,235.00
EFT23904	19/05/2022	BODDINGTON SERVICE STATION	TURN LAMPS FOR MARRADONG FIRE TRUCK	273.35
EFT23905	19/05/2022	GREG DAY MOTORS	GREASE CARTRIDGES	210.00
EFT23906	19/05/2022	WESTRAC EQUIPMENT WA PTY LTD	PARTS FOR 140M GRADER	718.75
EFT23907	19/05/2022	BODDINGTON COMMUNITY RESOURCE CENTRE INC	CATERING SERVICES FOR THE COMMUNITY WORKSHOP	1,940.00
EFT23908	27/05/2022	BODDINGTON TYRE SERVICE	TYRE REPAIR	77.00
EFT23909	27/05/2022	SURVEY WA PTY LTD	EASEMENT ONLY DEPOSITED PLAN - UNDERGROUND WATER PIPE LINE RANFORD	3,850.00
EFT23910	27/05/2022	PACIFIC BRANDS WORKWEAR GROUP PTY LTD	STAFF UNIFORMS	664.45
EFT23911	27/05/2022	DAVID BINNS	CONTRIBUTION TOWARDS PHONE BILL	60.00
EFT23912	27/05/2022	IRIS CONSULTING GROUP PTY LTD	DIGITISATION PROGRAM WORKSHOP	580.00
EFT23913	27/05/2022	TOTAL TOOLS MANDURAH	MAKITA HEDGE TRIMMER & BATTERY	418.00
EFT23914	27/05/2022	LEANNE BRYANT	REIMBURSEMENT FOR NATIONAL SAFETY WEEK PURCHASES	103.00
EFT23915	27/05/2022	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCE SERVICES	143.00
EFT23916	27/05/2022	DDAGROUP CORPORATE COMMUNICATIONS T/A WAYFOUND	DESIGN, ARTWORK & INSTALLATION OF HOTHAM PARK SIGN	12,595.00
EFT23917	27/05/2022	DARREN LONG CONSULTING	CONSULTANCY SERVICES FOR APRIL 2022	715.00
EFT23918	27/05/2022	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	1,453.37
EFT23919	27/05/2022	RINGCENTRAL INC	MONTHLY SUBSCRIPTION FOR PHONE SYSTEM	795.15
EFT23920	27/05/2022	124 RUSTY CAMP BODDINGTON	CATERING SERVICES	510.00
EFT23921	27/05/2022	AVON WASTE	RUBBISH SERVICES FOR MAY 2022	7,508.78
EFT23922	27/05/2022	AUSTRALIAN INSTITUTE OF MANAGEMENT EDUCATION AND TRAINING	RISK MANAGEMENT TRAINING COURSE	1,186.50
EFT23923	27/05/2022	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT4	340.20
EFT23924	27/05/2022	MOORE AUSTRALIA (WA) PTY LTD	FINANCIAL MANAGEMENT RISK & REGULATION 17 AUDIT	11,020.68
EFT23925	27/05/2022	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	BAS APRIL 2022	15,686.00
EFT23926	27/05/2022	BODDINGTON STORE	STATIONERY ITEMS FOR APRIL 2022	509.88
DD14683.1	22/05/2022	EASIFLEET MANAGEMENT	LEASE PAYMENT 1HIZ195 CEO	2,192.15
DD14694.1	02/05/2022	PRINTSYNC BUSINESS SOLUTIONS	COPIER CHARGES ELC	415.62
DD14694.2	02/05/2022	WESTNET	INTERNET CHARGES MEDICAL CENTRE	39.95
DD14694.3	02/05/2022	DEPARTMENT OF TRANSPORT	DEPARTMENT OF TRANSPORT	1,688.35
DD14694.4	02/05/2022	NATIONAL AUSTRALIA BANK	MERCHANT FEES	282.42
DD14694.5	02/05/2022	TELSTRA	MOBILE PHONE CHARGES SES	177.19
DD14699.1	03/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	4,643.00
DD14700.1	04/05/2022	WESTNET	INTERNET CHARGES POOL	59.95
DD14700.2	04/05/2022	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD14700.3	04/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	468.80
DD14701.1	05/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,357.75
DD14701.2	05/05/2022	SYNERGY	ELECTRICITY CHARGES CENTRAL PARK	73.49
DD14704.1	03/05/2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,188.42
DD14709.1	06/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,236.05
DD14710.1	09/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,884.00
DD14710.2	09/05/2022	TELSTRA	MOBILE PHONE CHARGES SHIRE	804.74
DD14712.1	03/05/2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	569.15
DD14716.1	11/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,417.90
DD14716.2	11/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	1,751.71

ATTACHMENT 9.3.2

LIST OF PAYMENTS - MAY 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14717.1	10/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,296.15
DD14717.2	10/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	4,971.39
DD14720.1	12/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	460.90
DD14726.1	17/05/2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,833.57
DD14728.1	13/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	658.90
DD14729.1	16/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,131.50
DD14729.2	16/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	955.99
DD14735.1	18/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	5,563.80
DD14735.2	18/05/2022	TELSTRA	PHONE CHARGES SES LANDLINES	195.29
DD14736.1	17/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,545.00
DD14740.1	19/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	613.70
DD14743.1	24/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	60.15
DD14743.2	24/05/2022	TELSTRA	PHONE CHARGES VARIOUS	1,006.55
DD14749.1	20/05/2022	WATER CORPORATION	WATER CHARGES VARIOUS	6,442.48
DD14749.2	20/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,053.05
DD14750.1	23/05/2022	WATER CORPORATION	WATER CHARGES VARIOUS	1,966.83
DD14750.2	23/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,688.60
DD14750.3	23/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	3,346.17
DD14750.4	23/05/2022	TELSTRA	PHONE CHARGES EHO RESIDENCE	48.18
DD14750.5	23/05/2022	BOC GASES	GAS CONTAINER FEES	55.96
DD14755.1	27/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,733.80
DD14756.2	25/05/2022	WATER CORPORATION	WATER CHARGES VARIOUS	20,604.35
DD14756.3	25/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,553.85
DD14756.4	25/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	969.73
DD14757.1	26/05/2022	WATER CORPORATION	WATER CHARGES VARIOUS	5,214.79
DD14757.2	26/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	18,813.45
DD14758.1	30/05/2022	KLEENHEAT GAS	BULK GAS	3,096.32
DD14758.2	30/05/2022	WATER CORPORATION	WATER CHARGES 67 HOTHAM AVE	214.33
DD14758.3	30/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	752.50
DD14758.4	30/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	2,855.14
DD14758.5	30/05/2022	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 94 & LOAN 97 PRINCIPAL & INTEREST	26,772.22
DD14760.1	31/05/2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,286.03
DD14762.1	31/05/2022	NATIONAL AUSTRALIA BANK	NAB BPAY & ACCT FEES	187.64
DD14762.2	31/05/2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,654.25
DD14762.3	31/05/2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	1,177.58
DD14762.4	31/05/2022	TELSTRA	MOBILE PHONE CHARGES SES	140.97
DD	31/05/2022	NAB BUSINESS VISA	CREDIT CARD PURCHASES	4,519.94
		TOTAL MUNICIPAL		538,759.75
		JEFF ATKINS		
	16/05/2022	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION BT002	28.70
		CARA RYAN		
	09/05/2022	FLORAMBIENTE	FLOWERS FOR CATHERINE ERASMUS	100.00
	23/05/2022	OFFICE NATIONAL	WALL SIGN HOLDER A4	129.47
		JULIE BURTON		
	29/04/2022	ABODE ACROPRO	LICENSE	21.99
	02/05/2022	FACEBOOK	ADVERTISING SUMMER BY THE RIVER	188.55
	04/05/2022	MAVEN SUPPLIES	BAIN MARIE FOR THE REC CENTRE	95.04
	04/05/2022	EXETEL PTY LTD	INTERNET PLAN	725.00
	05/05/2022	DROP BOX	COUNCILLOR INFORMATION	18.69
	12/05/2022	VIRGIN AUSTRALIA	FLIGHTS FOR JOHAN & EUGENE SMALBERGER	11.92
	12/05/2022	VIRGIN AUSTRALIA	FLIGHTS FOR LEE & JOY LEWIS - TIDY TOWNS	10.98
	12/05/2022	VIRGIN AUSTRALIA	FLIGHTS FOR JOHAN & EUGENE SMALBERGER - TIDY TOWNS	1,268.00
	12/05/2022	VIRGIN AUSTRALIA	FLIGHTS FOR LEE & JOY LEWIS - TIDY TOWNS	1,168.00
	16/05/2022	ABODE ACROPRO	LICENSE	21.99
	16/05/2022	QANTAS	FLIGHT FOR JULIE BURTON - TIDY TOWNS	667.40
	19/05/2022	ABODE ACROPRO	LICENSE	21.99
		NAB TRANSACTIONS FEES		
	27/05/2022	NAB CARD FEE	FEE	36.00
	27/05/2022	NAB INTERNATIONAL TRANSACTION FEES	FEE	6.22

ATTACHMENT 9.3.2

LIST OF PAYMENTS - MAY 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 01/05/2022	73,137.05
		NAB	NET PAYROLL F/N ENDING 15/05/2022	76,072.80
		NAB	NET PAYROLL F/N ENDING 29/05/2022	73,908.23
		TOTAL MUNICIPAL		761,877.83
		TOTAL TRUST & MUNI		762,605.86

9.3.3 Proposed Fees & Charges 2022/2023

File Reference:	3.0004 – Annual Budget
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Executive Manager Corporate Services
Attachments:	9.3.3 Proposed 2022/2023 Schedule of Fees & Charges

Summary

The proposed Schedule of Fees and Charges for 2022/2023 is presented to Council for adoption, to allow implementation as at 1 July 2022.

Background

A local government has the power to impose and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed. Fees and charges are to be imposed when adopting the Annual Budget, but may also be imposed during a financial year or amended from time to time during that financial year. When imposing or amending fees and charges after the annual budget adoption, local public notice must be given before the fee or charge becomes effective.

Following the adoption of the proposed fees and charges a minimum of seven (7) days will be given before the new fees and charges become effective, being the 1 July 2022. It will be necessary for Council to re-adopt a new schedule for the 2022/2023 financial year in conjunction with adoption of the Annual Budget in August 2022.

The attached schedule has been prepared by initially applying a base inflation factor of 3%, to the nearest 50 cents. Individual charges have then been reassessed by Senior Officers and Executive to ensure that the fee or charge is reasonable or reflects the estimated cost recovery of the cost of the fee or charge.

Comment

Although the majority of the fees and charges set have maintained a 3% increase, certain fees are proposed to be removed, some fees have decreased, and a complete restructure of the charges for the supply of Standpipe Water and Hire of Facilities are proposed. These individual changes are itemised on the attached schedule.

Adopting the fees and charges in June of each year ensures that any fees and charges raised as of 1 July to the date of budget adoption are levied consistently for the entirety of that financial year.

Consultation

The review process of the fees and charges included review of other local government schedules and pricing of other service providers.

Strategic Implications

Nil

Legislative Implications

Local Government Act 1995

6.16. Imposition of fees and charges

- (1) A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

* Absolute majority required.

- (2) A fee or charge may be imposed for the following —
- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
 - (b) supplying a service or carrying out work at the request of a person;
 - (c) subject to section 5.94, providing information from local government records;
 - (d) receiving an application for approval, granting an approval, making an inspection and issuing a license, permit, authorisation or certificate;
 - (e) supplying goods;
 - (f) such other service as may be prescribed.

- (3) Fees and charges are to be imposed when adopting the annual budget but may be -
- (a) imposed* during a financial year; and
 - (b) amended* from time to time during a financial year.

* Absolute majority required.

Policy Implications

Nil

Financial Implications

The revenue raised from Fees & Charges will be included in the 2022/2023 Annual Budget and are in line with forward financial plans of an overall increase of 3%.

Economic Implications

Nil

Social Implications

Fees and charges reflect the costs of providing services to the community.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	<p>There is a risk of not setting a fee or charge appropriately to recover the cost of providing goods and services, resulting in other funding sources subsidising the costs. Equally, increasing fees too high could adversely impact users for the cost of services which may result in underutilisation of facilities and loss of revenue.</p> <p>Consideration must also be given to legislative requirements to certain fees and charges and if not done correctly may result in noncompliance.</p>
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputation / Financial / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Council may adopt the attached 2022/2023 Schedule of Fees and Charges as presented.
2. Council may choose to amend any part of the attached 2022/2023 Schedule of Fees and Charges.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

1. **Adopt the proposed Schedule of Fees and Charges for 2022/2023 as contained in Attachment 9.3.1A, and provide local public notice, in accordance with Section 6.19 of the Local Government Act 1995, for a minimum of 7 days with them to take effect from 1 July 2022.**
2. **Note that all residential housing rental increases are to apply after tenants have been given 60 days' notice, as required by the Residential Tenancies Act 1987 (WA).**

proposed FEES and CHARGES for 2022/23

Administration		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
A4 Copies - Black & White	per page	\$0.65	\$0.70
A4 Copies - Colour	per page	\$3.30	\$1.25
A3 Copies - Black & White	per page	\$0.65	\$1.40
A3 Copies - Colour	per page	\$5.90	\$2.50
Laminating - A4		\$2.15	\$2.50
Laminating - A3		\$3.20	\$3.50
Rate Enquiry/Orders & Requisitions		\$99.00	\$102.00
Rates Notice Reprint	per notice	\$21.30	\$22.00
Direct Debit Administration Fee	per assessment	\$25.00	\$26.00
Special Arrangement to Pay Rates and Services Charges	per assessment	\$25.00	\$26.00
Search Fees e.g. Property File, general etc	minimum 1 hour	\$64.60	\$67.00
Council Minutes (per copy) - Free of charge on website		\$47.50	\$60.00
Special Series Number Plates - DOT Portion \$205.00 plus Shire Charge		\$307.70	\$317.00

Freedom of Information		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Application Fee for Non Personal Information	WA FOI Act 1992	\$30.00	\$30.00
Application Fee for Personal Information		no fee	NIL
FOI Photocopying	per copy	\$0.20	\$0.20
Staff Time (Search and Discovery of Documents)	per hour	\$30.00	\$30.00

These charges are set in accordance with the provisions of the Freedom of Information Regulations 1993.

Retirement Village & Independent Living Units		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Retirement Village - 2 x units	2 bed 1 garage	\$210.00	\$216.50
Retirement Village - 2 x units	3 bed 2 garage	\$240.00	\$247.50
Independent Living Units - Unit 8 To Unit 14, Forrest Street	2 bed 1 garage	\$230.00	\$237.00
Independent Housing Units - Hotham Ave - 4 units	2 bed 1 garage	\$90.00	\$165.00

Rental increases are to apply after tenants have been given 60 days' notices, as required by the Residential Tenancies Act 1987 (WA).

Early Learning Centre		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Half Day 6am to Midday or Midday to 6pm - Permanent Booking		\$64.00	\$66.00
Half Day 6am to Midday or Midday to 6pm - Casual Booking		\$70.00	\$72.50
Full Day - Permanent Booking		\$98.00	\$101.00
Full Day - Casual Booking		\$105.00	\$108.50
Before School - Permanent Booking		\$21.00	\$22.00
Before School - Casual Booking		\$23.00	\$24.00
After School - Permanent Booking		\$26.00	\$27.00
After School - Casual Booking		\$28.00	\$29.00
Short- Term Care (2 hours)		\$26.00	\$27.00
Early Opening Fee (5.30am to 6.00am)		\$10.00	\$10.50
Late Closing Fee (6.00pm to 6.30pm)		\$10.00	\$10.50
Late Fee (\$1 per minute for first 15 minutes)		\$1.00	\$1.50
Late Fee (\$10 per minute thereafter)		\$10.00	\$10.50
Cancellation Notice Permanent	2 weeks notice - full fees applicable	-	-
Cancellation Notice Casual Bookings	24 hours notice - full fees applicable	-	-

proposed FEES and CHARGES for 2022/23

Living Longer Living Stronger		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Initial Assessment Tier 1		\$85.00	\$85.00
Initial Assessment Tier 2		\$60.00	\$60.00
Casual Session Fee Tier 1		\$5.00	\$5.00
Casual Session Fee Tier 2		\$5.00	\$5.00

Youth Centre		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Entry Fee		NIL	NIL
Food and Beverage		as per seasonal price list	

Proposing new fee structure - charge has been simplified into Potable & Non-Potable Water

Water Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Standpipe Water - Potable - Use per kilolitre (or part thereof)		\$9.60	\$10.00
Standpipe Water Truck Bay- Non Potable - Use per kilolitre (or part thereof)		\$4.80	\$5.00
Standpipe Water - Minimum Fee	potable and non potable	\$9.60	\$10.00
Standpipe Access Cards or Keys Bond	per card or key	\$118.00	\$120.00

Proposing new fee structure - charges relating to alcohol & non-alcohol event has been removed.

Recreation Centre		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Local Clubs/Local Community Groups - Meeting	Function Room Only		\$38.50
Local Clubs/Local Community Groups - Function	Function Room Only		\$124.00
Local Clubs/Local Community Groups - Kitchen	Kitchen Only		\$51.50
Private/Business - Meeting	Function Room Only		\$93.00
Private/Business - Function	Function Room Only		\$282.50
Private/Business - Kitchen	Kitchen Only		\$93.00
Single Court	per hour	\$22.00	\$23.00
Double Court	per hour	\$33.00	\$34.00
CMCA - Whole of Facility (except courts)	per event(weekly)	\$3,075.00	\$3,167.50

Proposing new fee structure - charges relating to alcohol & non-alcohol event has been removed + hourly hire rate for function rooms has been removed.
These prices have also been reduced to reflect the difference in amenities compared to the Recreation Centre.

Town Hall		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Local Clubs/Local Community Groups - Meeting	Function Room Only		\$23.25
Local Clubs/Local Community Groups - Function	Function Room Only		\$103.00
Local Clubs/Local Community Groups - Kitchen	Kitchen Only		\$26.75
Private/Business - Meeting	Function Room Only		\$46.50
Private/Business - Function	Function Room Only		\$201.00
Private/Business - Kitchen	Kitchen Only		\$46.50

Ovals & Parks (Town Oval/Boddington Old School Oval/Foreshore)		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Ovals - Local Community Group	per use	\$248.00	\$120.00
Ovals - Other	per use	\$620.00	\$430.00
Foreshore	per use		\$120.00
Town Oval - Light Usage - All Users	per use	\$16.20	\$35.00

proposed FEES and CHARGES for 2022/23

Bonds		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Access, Facility and Key	applicable to all hirers	\$118.00	\$120.00
Cleaning	applicable to all hirers	\$118.00	\$120.00
Gazebo	applicable to all hirers	\$118.00	\$120.00

Sporting Club Hire Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Boddington Badminton Club	includes juniors	\$321.00	\$321.00
Boddington Cricket Club	includes juniors	\$492.50	\$492.50
Boddington Tennis Club	includes juniors	\$1,138.50	\$492.50
Boddington Football Club	includes juniors	\$4,550.00	\$4,550.00
Boddington Netball Club	includes juniors	\$1,138.50	\$1,138.50
Boddington Junior Basketball		\$126.30	\$130.50
Introductory Sports Initial Fee		\$91.60	\$94.50

Swimming Pool Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Season Family	immediate dependants only	\$245.00	\$252.50
Season - Adult		\$112.00	\$115.50
Season - Child 3-17 years		\$61.00	\$63.00
Season - Aged and/or Concession Card Holder		\$61.00	\$63.00
Daily - Adult		\$3.20	\$3.50
Daily - Child 3-17 years		\$2.00	\$2.50
Daily - Aged and/or Concession Card Holder		\$2.00	\$2.50
Daily - School Entry		\$2.00	\$2.50
Lane Hire	per lane, per hour	\$19.50	\$10.00
After Hours Fee		\$70.00	\$72.50
Swimming Carnival		No Charge	

Cemetery Fees		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Burial		\$1,925.00	\$1,983.00
Extra Depth (per 300 mm)		\$170.00	\$175.50
Grave Re-Opening - Ordinary Grave - No Masonry		\$1,923.00	\$1,981.00
Land for Graves - Grant of Right of Burial		\$180.00	\$185.50
Land for Graves - Exhumation Fee		\$2,400.00	\$2,472.00
Land For Graves - Re-internment After Exhumation		\$1,200.00	\$1,236.00
Monumental Work - Permission to Erect Headstone		\$177.00	\$182.50
Monumental Work - Permit		\$25.00	\$26.00
Funeral Director's License - Annual Fee		\$505.00	\$520.50
Funeral Director's License - Single Funeral Permit		\$85.00	\$88.00
Funeral Director's License - Re-Issue of Grant of Burial/Registration of Assigned Grant		\$180.00	\$185.50
Penalty Fees - Internment of Oblong or Oversized Casket	additional fee	\$250.00	\$257.50
Penalty Fees - Internment on Weekend, Public Holiday or After Hours	additional fee	\$200.00	\$206.00
Disposal of Ashes - Spreading of Ashes		Nil	Nil
Disposal of Ashes - Second Internment - Second Plaque on Plate		At Cost + 10%	
Disposal of Ashes - Placement of Ashes in Existing Famil Grave 300mm Depth		\$250.00	\$257.50
Reservations - Niche Wall	single	\$180.00	\$185.50
Miscellaneous Charges - Copy of Grant of Burial		\$35.00	\$36.50

proposed FEES and CHARGES for 2022/23

Cemetery Fees continued		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Miscellaneous Charges - Plaques		At Cost + 10%	
Miscellaneous Charges - Plaque Installation Costs (Staff Labour)		\$150.00	\$154.50
Miscellaneous Charges - Chair Hire - Per Chair		\$1.65	\$2.00

Caravan, Camping Sites, Overnight Accommodation and Long Term Accommodation		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Caravan En-suite - Weekly	2 Adults & 2 Children	\$230.00	\$240.00
Caravan En-suite - Single Night	2 Adults & 2 Children	\$57.00	\$40.00
Caravan En- suite - Additional Persons		\$10.50	\$10.00
Caravan Other Sites - Weekly	2 Adults & 2 Children	\$190.00	\$180.00
Caravan Other Sites - Single Night	2 Adults & 2 Children	\$35.00	\$30.00
Caravan Other Sites - Additional Persons		\$10.50	\$7.50
Camping - Powered	2 Adults & 2 Children	\$25.00	\$25.00
Camping - Non - Powered	2 Adults & 2 Children	\$20.00	\$20.00
Camping - Additional Persons	Powered/Non-Powered Sites	\$8.50	\$5.00
CMCA Caravan Club 10% Discount on all fees		\$0.00	\$0.00
Shower/Toilet Use Only		\$5.00	\$5.00
Old Police Station	up to 4 persons	\$150.00	\$154.50
Old Police Station - Additional Persons	maximum of 6 persons	\$25.00	\$26.00
Old Police Station - Rodeo Friday/Saturday	up to 4 persons	\$300.00	\$309.00
Old Police Station - Rodeo Friday/Saturday Additional Persons	maximum of 6 persons	\$25.00	\$26.00
Overflow Camping - Rodeo Friday/Saturday - Per Adult		\$26.00	\$30.00
Overflow Camping - Rodeo Friday/Saturday - Per Child		\$10.40	\$10.00
Overflow Camping - Non Rodeo - Per Person		\$16.00	\$16.50
Long Term Accommodation - En-suite Weekly - 28 continuous nights or more	2 Adults & 2 Children	\$185.00	\$191.00
Long Term Accommodation - En-suite Weekly Additional Persons - 28 continuous nights or more	additional persons	\$31.00	\$32.00
Long Term Accommodation - Other Sites Weekly - 28 continuous nights or more	2 Adults & 2 Children	\$164.00	\$169.00
Long Term Accommodation - Other Sites Weekly Additional Persons-28 continuous nights or more	additional persons	\$31.00	\$32.00
Tenancy Documentation Preparing Fee (3 Months or over)		\$61.80	\$64.00

Plant & Equipment/Private Works (Hourly)		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Grader	(includes operator) per hour	\$200.00	\$206.00
Truck (Tandem 10m3)	(includes operator) per hour	\$188.00	\$194.00
Loader	(includes operator) per hour	\$188.00	\$194.00
Tractor	(includes operator) per hour	\$170.00	\$175.50
Multi Tyred Roller	per hour plus mobilisation	\$177.00	\$182.50
Massey Loader/Tractor	(includes operator) per hour	\$170.00	\$175.50
Road Broom & Utility	(includes operator) per hour	\$188.00	\$194.00
Footpath Sweeper	(includes operator) per hour	\$170.00	\$175.50
Tractor & Slasher	(includes operator) per hour	\$200.00	\$206.00
Utility	(includes operator) per hour	\$88.00	\$91.00
Supervisor - Including Vehicle	(includes operator) per hour	\$188.00	\$194.00
Supervisor - Excluding Vehicle	per hour	\$99.00	\$102.00
Labour Hire	per hour	\$88.00	\$91.00
Labour Hire - Overtime - Time and a half	per hour	\$138.00	\$142.50
Labour Hire - Overtime - Double Time	per hour	\$177.00	\$182.50

proposed FEES and CHARGES for 2022/23

Directional Signage		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Directional Signage Request		\$102.00	\$105.50
Directional Signage Ordering, Manufacturing & Erection		\$430.00	\$443.00
Directional Signage Return		\$102.00	\$105.50

Ranger Fees & Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Animal Destruction Fee - (During Office Hours)		\$90.70	\$93.50
Ranger Call Out Fee - Wandering Livestock, Animal Destruction and Illegal Burning	minimum charge of 3 hours	\$155.40	\$160.50
Transportation of Animals Impounded Per Vehicle Load or Part Thereof	at cost + 10% plus admin fee	At cost + 10% admin fee	
Wandering Livestock - Local Law Charge		\$246.00	\$253.50
Additional Labour Fee For Dealing With Stock		\$88.50	\$91.50
Impound Fee - Mon - Frid (Excluding Public Holidays)	8am - 5pm	\$70.10	\$72.50
Impound Fee - All Other Times		\$188.60	\$194.50
Impound Sustenance Fees - Dogs & Cats	daily fee	\$22.60	\$23.50
Impound Sustenance Fees - Horses, Mules, Bulls, Geldings Etc Per Head	daily fee	\$21.55	\$22.50
Impound Sustenance Fees - Pigs, Rams, Lambs, Goats Etc Per Head	daily fee	\$14.50	\$15.00
Animal Trap Bond - Cat Trap Small, Dog/Fox Trap Large	per trap	\$118.00	\$122.00
Animal Trap Hire - Per Week	per trap	\$14.40	\$15.00
Parking Local Laws		\$60.00	\$62.00
Vehicles/Abandoned Vehicles Recovery - During Office Hours	plus tow vehicle & refuse charges	\$89.20	\$92.00
Vehicles/Abandoned Vehicles Recovery - During Office Hours	plus tow vehicle & refuse charges	\$157.40	\$162.50

Dog Registration Fees & Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Dog Registration - Unsterilised 1 Year		\$50.00	\$50.00
Dog Registration - Unsterilised 3 Years		\$120.00	\$120.00
Dog Registration - Unsterilised - Lifetime		\$250.00	\$250.00
Dog Registration - Sterilised 1 Year		\$20.00	\$20.00
Dog Registration - Sterilised 3 Years		\$42.50	\$42.50
Dog Registration - Sterilised - Lifetime		\$100.00	\$100.00
Dog Registration - Pensioner Concession - 50% Of Above Fees			
Dog Registration - Working Dogs - 50% Of Working Dogs			
Registration Of Dog Kept In Approved Kennel		\$200.00	\$200.00
All Dog Registration Fees Are Legislated In The Dog Act			

Cat Registration Fees & Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Cat Registration - Sterilised 1 Year		\$20.00	\$20.00
Cat Registration - Sterilised 3 Years		\$42.50	\$42.50
Cat Registration - Sterilised - Lifetime		\$100.00	\$100.00
Cat Registration - Pensioner Concession - 50% Of Above Fees			
All Cat Registration Fees Are Legislated In The Cat Act			

Microchipping Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Dog Microchipping		\$50.00	\$50.00
Cat Microchipping		\$50.00	\$50.00

proposed FEES and CHARGES for 2022/23

These charges will remain unchanged and will be reviewed at the Adoption of the Annual Budget.

Refuse Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Domestic Kerbside Refuse & Recycling Collection on Rate Notice		\$329.00	\$329.00
Commercial Kerbside Refuse & Recycling Collection on Rate Notice		\$329.00	\$329.00
Commercial/Domestic Additional Kerbside Refuse & Recycling Bin Service		\$329.00	\$329.00
Domestic Refuse Service Only		\$260.00	\$260.00
Commercial Refuse Service Only		\$260.00	\$260.00
Domestic Recycling Service Only		\$85.00	\$85.00
Commercial Recycling Service Only		\$85.00	\$85.00
Additional Commercial/Domestic Recycling Bin Service Only		\$85.00	\$85.00
Eligible Pensioners/Seniors - Kerbside Refuse & Recycling Collection on Rate Notice		\$185.00	\$185.00
Eligible Pensioners/Seniors - Additional Kerbside Refuse & Recycling Bin Service		\$330.00	\$330.00
Eligible Pensioners/Seniors - Domestic Refuse Service Only		\$130.00	\$130.00
Eligible Pensioners/Seniors - Additional Refuse Bin Service Only		\$260.00	\$260.00
Eligible Pensioners/Seniors - Recycling Bin Service Only		\$85.00	\$85.00
Eligible Pensioners/Seniors - Additional Recycling Bin Service Only		\$85.00	\$85.00

Tip Refuse Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Commercial - Disposal of 1m3 of Any Type of Waste	per ticket	\$26.00	\$27.00
Commercial - Disposal of 0.230m3 of Any Waste	wheely bin ticket	\$7.00	\$7.50
Commercial - Disposal of Clean Green Waste per 1m3		\$6.00	\$6.50
Commercial - Disposal of Clean Green Waste - Commercial Mulched		Free	\$0.00
Asbestos Burial - per m3		\$172.00	\$177.50
Septage Per Litre	cents per litre	\$0.10	\$0.25
Vehicle Bodies - Car	3 tickets	\$78.00	\$80.50
Vehicle Bodies - Truck	6 tickets	\$156.00	\$161.00
Out Of Hours Supervision Refuse Site Acces By Prior Appointment	minimum of 1 hour or part thereof	\$88.00	\$91.00
Non-Commercial Mattress Disposal		Free	Free
Commercial Mattress Disposal		Not Accepted	Not Accepted

Health Charges		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Stallholders Permit	per annum	\$518.00	\$534.00
Stallholders/Traders Permit Per Day (Or Part Thereof)		\$52.00	\$54.00
Stallholders Permit Per Day (Or Part Thereof) Community/Non Profit		Free	Free
Food Business Surveillance and Inspection Fee			
a. Risk Category - High			\$1,066.50
b. Risk Category - Medium			\$534.00
c. Risk Category - Low			\$267.00
d. Risk Category - Exempt			NIL
Late Payment Administration Fee			\$50.00
Offensive Trade Licence Other Eg Piggery	per annum	\$279.00	\$287.50
Septic Tank Application - Local Government Report		\$135.00	\$139.50
Construction of Annex or Shed at Caravan Park		\$114.00	\$117.50
Lodging House Licence 6-15 persons	per annum	\$68.00	\$70.50
Lodging House Licence 16-25 persons	per annum	\$135.00	\$139.50
Lodging House Licence 26+ persons	per annum	\$197.00	\$203.00
Water Testing		\$93.00	\$96.00

proposed FEES and CHARGES for 2022/23

Health Charges continued		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Water Testing travel	per kilometre	\$0.93	\$1.00
Swimming Pool Inspections	per inspection	\$93.00	\$96.00
Kerb/Footpath Bond		\$2,388.00	\$2,460.00
Application to Construct or Install an Appartus For the Treatment of Sewage	Septic Tank Application		
- Application Fee - Statutory Fee		\$118.00	\$118.00
- Inspection Fee - Statutory Fee		\$118.00	\$118.00
Notification of Food Business	Food Regulations 2009, Schedule 2		\$75.00
Registration of Food Business	Food Regulations 2009, Schedule 2		\$230.00

Town Planning		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Development Applications Fees			
No more than \$50,000		\$147.00	\$147.00
More than \$50,000 but less than \$500,000		\$0.00	\$0.00
More than \$500,000 but less than \$2.5m	\$1,700 + 0.257% for every \$1 in excess of \$500,000		
More than \$2.5m but less than \$5m	\$7,161 + 0.206% for every \$1 in excess of \$2.5m		
More than \$5m but less than \$21.5m	\$12,633 + 0.123% for every \$1 in excess of \$5m		
More than \$21.5m		\$34,196.00	\$34,196.00
Miscellaneous Development Applications			
Single dwelling (with approved building envelope or complying with setbacks)		\$147.00	\$147.00
Ancillary Accommodation/Granny Flat/Caretakers Dwelling		\$147.00	\$147.00
Farm-Stay/Bed & Breakfast Cottage (in existing residence)		\$308.00	\$308.00
Appliation for home occupation		\$222.00	\$222.00
Industry Cottage		\$222.00	\$222.00
Sign Application Fee		\$147.00	\$147.00
Relocation of a Building envelope		\$308.00	\$308.00
Setback reduction (in addition to other fees)		\$147.00	\$147.00
Application for change of use or for change of a non-conforming use where no new development is occuring		\$295.00	\$295.00
Alfresco Dining		\$147.00	\$147.00
Extending conditional Development Approval/Renewal Fee		\$73.00	\$73.00
Extractive Industry		\$758.00	\$758.00
Timber Plantation - value of development based on estimated minimum costs of development of \$1,200 per planted hectare		\$600.00	\$600.00
Rural Use/Industry a) 'P' use in LPS No.2		\$147.00	\$147.00
Rural Use/Industry b) 'AA' or "SA" use in LPS No.2		\$470.00	\$470.00
Strata Title Fees a) For a certificate under Section 5B(2)		\$121.00	\$121.00
Strata Title Fees b) For a certificate under Section 8A(f) or 9(3)		\$121.00	\$121.00
Development Assessment (DAP)			
Not less than \$2m and less than \$7m		\$5,701.00	\$5,701.00
Not less than \$7m and less than \$10m		\$8,801.00	\$8,801.00
Not less than \$10m and less than \$12.5m		\$9,576.00	\$9,576.00
Not less than \$12.5m and less than \$15m		\$9,849.00	\$9,849.00
Not less than \$15m and less than \$17.5m		\$10,122.00	\$10,122.00
Not less than \$17.5m and less than \$20m		\$10,397.00	\$10,397.00
\$20m or more		\$10,670.00	\$10,670.00
An application under regulation 17 (Form 2:Amendment)		\$245.00	\$245.00
NB : Town Planning fees are set by legislation and the fee applicable at the time will be charged			

proposed FEES and CHARGES for 2022/23

Building		GST (Inc \$) 2021/2022	GST (Inc \$) 2022/2023
Building Application - Class 1 & 10 (Certified)	0.19% Cost of Construction		
Building Application - Class 1 & 10 (Uncertified)	0.32% Cost of Construction (minimum fee \$110)		
Building Application - Class 2 to 9 (Certified)	0.09% Cost of Construction (minimum fee \$110)		
Building Application - Class 2 to 9 (Uncertified)	0.32% Cost of Construction (minimum fee \$110)		
Building Permit (BSL fee) - (Work value under \$45,000 of less)		\$61.65	\$61.65
Building Permit (BSL fee) - (Work value over \$45,000)	0.137% of Work Value		
Monthly Building Licences Report (email)	per annum	\$297.00	\$306.00
Rural Numbering (at Time of Building Licence Submitted)		\$93.00	\$96.00
Demolition Application (per storey)	Demolition Application (per storey)	\$110.00	\$110.00
Demolition Permit (BSL fee) (Work value \$45,000 of less)		\$61.65	\$61.65
Demolition Permit (BSL fee) (Work value over \$45,000)	0.137% of Work Value		
All fees are in line with fees prescribed under the WA Building Regulations 2012.			
Any fees that are not listed above are as per WA Building Regulations 2012.			
BCITF - For buildings over \$20,000	0.20% Cost of Construction		
Kerb/Footpath Bond		\$604.00	\$2,300.00

9.4 COMMUNITY AND ECONOMIC DEVELOPMENT

9.4.1 Boddington Tennis Club - Write Off of Outstanding Fees

File Reference: 2.038
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Coordinator Community and Economic
Attachments: Development 9.4.1 Email from Boddington Tennis Club

Summary

That Council approve the write off of facility hire fees for Boddington Tennis Club for 2018/19 and 2021/22.

Background

The Schedule of Fees and Charges contain annual facility hire fees for each sporting club, irrespective of use. The Shire Administration distribute invoices to sporting clubs at the end of the season where payment hasn't already been made. The Boddington Tennis Club pay an annual facility hire fee to have unlimited access to the Tennis Courts (next to the Boddington Pavilion) for training and games throughout the summer season.

The Shire Administration have recently undertaken a review of outstanding debtors, and it has been identified the Boddington Tennis Club have outstanding invoices for 2018/19 and 2021/22. The Boddington Tennis Club contacted the Shire Administration in August 2019 about their lack of capacity to pay their 2018/19 annual facility hire fee due to low membership numbers, however this never progressed to Council to consider waiving. For the 2018/19 season, the Boddington Tennis Club only registered six members with the annual facility hire fee set as \$1,125.

Similarly, during the 2021/22 season, the Boddington Tennis Club has lacked the number of members required to form a quorum to re-establish a committee. As a result, the Boddington Tennis Club have been facilitating training informally in an effort to soft-launch and revive the formal club structure. Following the recruitment of a Tennis Coach, there is demonstrated local interest among families with young children and it is anticipated the Boddington Tennis Club will grow as the young membership progresses through the participation pathway, however, during this revival phase, the Boddington Tennis Club lacks the financial capacity to pay the 2021/22 annual facility hire fee of \$1,138.50.

As a precedent, Council have already approved the Boddington Tennis Club's facility hire to be waived for 2020/21 season, as part of the Shire's COVID-19 Business and Community Response Package. Furthermore, Council in November 2021 approved waiving outstanding fees for Boddington Riding Club due to the social and economic disruption from COVID-19.

Comment

Community groups and sporting clubs have been vulnerable to the impact of the COVID-19 pandemic. Due to a general preference to withdraw from social gatherings and the additional financial burdens incurred from reduced employment opportunities, the organisational capacity of community groups and sporting clubs is greatly reduced and will take time to recover. As a result of the membership numbers declining, it is challenging to recruit volunteers to maintain a quorum for committee meetings and the smaller membership base undermines the financial sustainability required to manage operating costs.

Waiving the past and current facility hire fees incurred by Boddington Tennis Club would provide a tremendous benefit to their revival efforts. The Boddington Tennis Club's new committee will already have challenges with reviving the Club's governance structure including incorporation and insurance, as well as the start-up costs involved with relaunching its activities.

Given the changes to the Boddington Tennis Club membership base, a review of the annual facility hire fee has been undertaken to ensure it is proportionate to their activities and use of the relevant facilities. The annual facility hire fee is demonstrating to be a structural barrier for the Boddington Tennis Club to attract and retain members, because of the need to cascade the annual facility hire fee to members via their club membership fees. A component of this item's recommendation seeks Council's acknowledgment when considering the Schedule of Fees and Charges for 2022/23.

Consultation

Consultation has occurred with Boddington Tennis Club.

Strategic Implications

- Pillar 1 A vibrant and connected community;
- 1.6 Support and diversify recreational activities for people of all ages and abilities;
 - 1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents)
 - 1.12 Support opportunities for volunteering and community connection.

Legislative Implications

Local Governments are authorised to write off debts under the statutes of Sections 6.12 (c) of the Local Government Act 1995, this section of the Act states:

- 6.12. Power to defer, grant discounts, waive or write off debts
- Subject to subsection and any other written law, a local government may
- (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or
 - (b) waive or grant concessions in relation to any amount of money; or
 - (c) write off any amount of money, which is owed to the local Government.

Policy Implications

Nil

Financial Implications

Should Council endorse the recommendation, the previous facility hire fees incurred by Boddington Tennis Club would be written off. The 2018-19 and 2021-22 facility hire fees total \$2,263.50.

Economic Implications

Nil

Social Implications

Participation in active recreation positively contributes to an individual's mental and physical wellbeing, as well as the development of strong networks and support structures within the community. The expertise knowledge and activities provided by Boddington Tennis Club are beneficial to creating an active community, including engaging cohorts at-risk from social isolation including families with children, young people and older people.

Environmental Considerations

Nil.

Risk Considerations

Risk Statement and Consequence	The primary risk is the localised community impact of the Shire not acknowledging or responding to a community-identified, evidenced need.
Risk Rating (prior to treatment or control)	Low (4)
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	The Shire Administration has engaged the Boddington Tennis Club to understand the background and history informing this item.

Options

1. Approve the Boddington Tennis Club's request to waive facility hire fees for 2018/19 and 2021/22.
2. Approve the Boddington Tennis Club's request to waive facility hire fees for 2018/19 and 2021/22 for a lesser amount.
3. Decline the Boddington Tennis Club's request to waive facility hire fees for 2018/19 and 2021/22.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

- 1. Approve the Boddington Tennis Club's request to write off facility hire fees for 2018/19 and 2021/22 totalling \$2,263.50.**
- 2. Note the current Fees and Charges for Boddington Tennis Club has been reviewed as part of the development of the Schedule of Fees and Charges for 2022/23.**

ATTACHMENT 9.4.1

From: Morgan, Brad <Bradley.Morgan@south32.net>
Sent: Thursday, August 8, 2019 3:19 PM
To: Chris Littlemore <ceo@boddington.wa.gov.au>
Cc: Judy Franks <sfo@boddington.wa.gov.au>; Brad Morgan <bmorgan@activ8.net.au>
Subject: Tennis Club

Dear Chris,

Good afternoon. I am writing in regards to the tennis club rates.

Firstly I would like to apologize for the delay in this as no one had collected our mail and when I did so, found this to be overdue!

Our Club has struggled over the last two years to obtain a solid membership base, with 17/18 season not being able to hold Championships due to not enough members so we could do a draw, and last season, being 18/19, we had at best 4-6 players each week, many times were less, and decided not to charge membership and only charge a ball fee each week.

We as a club realise that we should pay something for the use of the lights, but are not in a position to pay the rates in full due to lack of annual income.

I fear that without any support this year, we will go down the path of other country sporting clubs and the next season will be a challenge for the club and may cease, 1) due to no committee and 2) due to lack of membership/income.

Could you please discuss with council if at your earliest convenience if necessary and let me know so I can resolve this as soon as possible.

Thankyou in advance.

Brad Morgan
Ph 0427 857 058



please notify the sender immediately and delete the message.

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9.4.2 2021 - 22 Community Facility Fund Application

File Reference: 3.0018
Applicant: Boddington Bowling Club
Disclosure of Interest: Nil
Author: Coordinator Community and Economic Development
Attachments: 2022-2023 Community Facility Fund Application

Summary

For Council to provide in-principle support for the application from the Boddington Bowling Club for \$47,000 towards the replacement of synthetic turf, being included in the draft 2022/23 Budget.

Background

The Shire's Community Facility Program provides financial assistance to upgrade, extend or construct well planned sport, recreation and community facilities that contribute to a vibrant inclusive and health community.

Eligible applicants must meet the following criteria:

- Be an incorporated not-for-profit sport, recreation or community organization;
- The organisation is based within the Shire of Boddington;
- No outstanding acquittals from other Shire-facilitated funding program.

Applicants are eligible to submit one (1) application each year with the funding providing support for up to 33% (one third) of total project costs. In-kind services and volunteer labour are eligible components of the total project costs.

Funding shall not be provided for recurrent/maintenance or operational works.

Applications will be assessed according to:

- The extent to which the project will result in increased community benefit and/or participation in physical activity;
- The extent to which the project will improve the standard of the facility or services to local residents;
- Demonstration of total project funding capacity and ongoing ability to sustain or maintain the facility (where appropriate); and
- Ability to fund two thirds of the project cash cost (this may include additional funding sources).

For applications to proceed to assessment they must;

- Be lodged on time;
- Be submitted on the appropriate form;
- Include the required information, including insurance and financial details;
- Include agreement from the applicant to acknowledge the Shire if funding is successful;
- Ensure the applicant demonstrates its ability to manage the project;
- Not be due to commence until after the notification date.

Comment

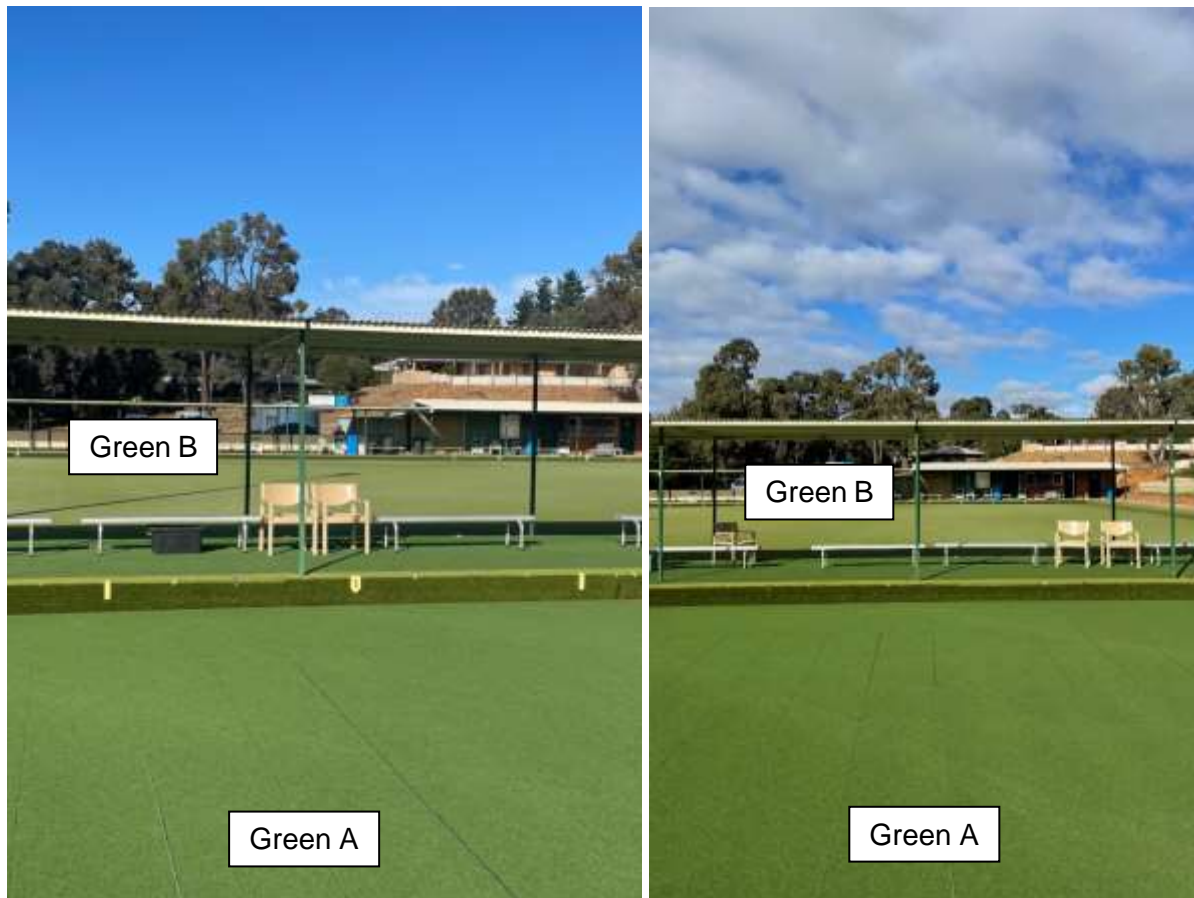
The 2022/2023 applications for the Community Facility Fund closed on 29 April 2021. One application was received, with a total request for funding of \$47,000. The following recommendation aligns with the Community Facility Fund Policy (updated 16 December 2021).

Applicant	Project	Requested Funding	Officer Recommendation
Boddington Bowling Club	Replacement of synthetic turf on B Green.	\$47,000	\$47,000

Assessment Criteria	Officer Comment	Rating
The extent to which the project will result in increased community benefit and/or participation in physical activity.	The B Green has deteriorated to the extent sand is rising to the surface, because the individual turf fibres have loosened following 15 years of frequent usage. The project enables the Boddington Bowling Club to maintain current participation rates by aligning with the facility standards set by Bowls WA to remain eligible to host pennant competitions. Not funding the project may result in only Green A being eligible to host pennant competitions which carries a consequence of reducing competition capacity by 50%. In recent years Boddington's reputation for visiting Bowlers has declined as a result of the substandard playing surface, with some visiting Bowlers now boycotting Boddington. Investing in improvements to B Green will negate previous negative experiences from visiting Clubs and provide maximum opportunity to grow current levels of participation. Furthermore the project will support an increase to local participation levels by providing a high quality facility that appeals to corporate and social bowls.	5/5
The extent to which the project will improve the standard of the facility or services to local residents.	As previously noted, the playing surface of Green B has deteriorated following 15 years of use. Sand is currently rising to the surface due to the weakening turf fibres unable to secure and support the under surface. This condition increases the likelihood and consequence of fall or trip hazards for competitors. Considering that older people are the primary target group for Bowls, this is considered unacceptable playing standard. Lifting the standard of B Green will support and attract older people to consider retiring in Boddington, as a true change alternative to other regional communities which provide high quality facilities for residents.	5/5

Demonstration of total project funding capacity and ongoing ability to sustain or maintain the facility (where appropriate).	The application is seeking \$47,000, which quantifies as approximately 33% (one third) of the total project cost, which meets the criteria of requested funding up to 33% (one third) of total project costs. The applicant applies to funding bodies and the local mines for financial support to continue to maintain the facility, as well as fundraising and through the profits of the bar.	5/5
Ability to fund two thirds of the project cash cost (this may include additional funding sources).	The Boddington Bowling Club is applying for one third of the total project costs through the Department of Local Government, Sport and Cultural Industries' Community Sport and Recreation Facility Fund, and intends to use the Shire's contribution to leverage their support for the project. The Club will contribute the final third using a combination of Club's funds, as well as in-kind contributions such as volunteer labour.	5/5
Total Score based on the project's alignment with Assessment Criteria		20/20

The below photos exemplify the contrast between Green A (foreground) and Green B (background). Green B is notably depicted by a faded green which demonstrates its 15 years of use. The glimpses of white throughout Green B is the sand rising to the surface via the weakened turf fibres.



Consultation

Consultation has occurred with the Boddington Bowling Club as part of the assessment process.

Strategic Implications

Pillar 1 A vibrant and connected community;
Support and diversify recreational activities for people of all ages and abilities;
Support opportunities for volunteering and community connection.

Legislative Implications

Nil.

Policy Implications

Community Grant Program Policy (updated 16 December 2021).

Financial Implications

The financial request of \$47,000 to be considered as part of the draft 2022/23 budget.

Economic Implications

A high quality facility will increase participation from visiting clubs which in turn will provide a positive economic benefit to the community by supporting local businesses, accommodation providers, food, beverage and fuel supplies.

Social Implications

The Boddington Bowling Club facilitates opportunities to support community connection, as well as health and wellbeing. In addition to benefiting members, the Boddington Bowling Club also opens to non-members each Friday evening with Social Bowls throughout summer which enables whole of community participation. Corporate Bowls engages employers and businesses based in Boddington to consider Bowls as a workplace culture initiative. There is also further ad hoc use and benefit with a series of fun days (e.g. Bowl Over Cancer), as well as use by Boddington District High School as part of their Physical Education curriculum for students. Following participation in Bowls, members and non-members remain at the facility and patronise the Boddington Sport and Community Club with food and beverage, live music and entertainment further adding value to strengthening social connections and contributing positively to health and wellbeing.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The primary risk is the localised community impact of the Shire not acknowledging or responding to a community-identified, evidenced need.
Risk Rating (prior to treatment or control)	Minor (4)

Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	The Shire Administration has engaged the applicant throughout the assessment process prior to Council endorsement.

Options

1. Consider the Boddington Bowling Club's Community Facility Fund Application for \$47,000 in the 2022-23 Budget.
2. Consider the Boddington Bowling Club's Community Facility Fund Application for a lesser amount in the 2022-23 Budget.
3. Decline the Boddington Bowling Club's Community Facility Fund Application for consideration in the 2022-23 Budget.

Voting Requirements

Simple Majority

Officer Recommendation

Council is requested to approve inclusion of \$47,000 in the draft 2022/23 Budget, in support of the Boddington Bowling Club's Community Facility Fund Application for synthetic turf.

Community Facility Fund

Application Form 2022-23

2022-23 Applications close at 4pm on Thursday, 29 April 2022

Applications can be submitted by mail, email or hand delivered:

Shire of Boddington

39 Bannister Road, Boddington 6390

shire@boddington.wa.gov.au

Please note the outcome of the application will be advised within three months of the closing date.

Application Checklist

X Completed all questions in the application form.

X ☐ Ensured any attached documents to your application are clearly marked and are in a clear and easy to understand format:

X ☐ Annual financial statement attached.

X ☐ Evidence of public liability insurance. SHIRE

☐ Letters of support, including letter of support from auspice organisation (if applicable).

Eligibility

The applicant is: <ul style="list-style-type: none"> an incorporated organisation; or a group auspiced through an incorporated organisation (with written acknowledgement) 	X <input type="checkbox"/> Yes	<input type="checkbox"/> No
The application demonstrates: <ul style="list-style-type: none"> the project will result in increased community benefit and/or participation in physical activity; the project will improve the standard of the facility or services to local residents; capacity to fund the total project amount and ongoing ability to sustain or maintain the facility (where appropriate); as well as the ability to fund two thirds of the project cash cost (this may include additional funding sources). 	X <input type="checkbox"/> Yes	<input type="checkbox"/> No
For applications to proceed to assessment they must: <ul style="list-style-type: none"> be lodged on time; be submitted on the appropriate form; include the required information, including insurance and financial details; include agreement from the applicant to acknowledge the Shire if funding is successful; ensure the applicant demonstrates its ability to manage the project; and not be due to commence until after the notification date. 	X <input type="checkbox"/> Yes	<input type="checkbox"/> No

If you answered 'No' to any of these questions, please contact the Community Development team.

Applicant Details

Organisation Details This is the group undertaking the project.

Legal Name of Organisation	Boddington Bowling Club
Postal Address	Po Box 87 Boddington
ABN	41813086890
Registered for GST	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Not-for-profit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Incorporated	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Organisation Contact This is the person legally authorised to enter into contracts on behalf of the organisation. This is generally the president or chairperson.

Name	David Smart
Position	President
Telephone	0427900609
Mobile	0427900609
Email	Smart.david50@gmail.com

Project Details

Name of Project

Boddington Bowling Club Replace synthetic turf on B Green

Location of Project

Boddington Bowling Club, Club Drive Boddington WA

Project Start and End Date

December 2022

Total Project Cost

\$141,000

Funding Amount Requested

\$47,000

Provide a summary of the project

B Green has an existing Synthetic Surface which is 15 years of age, and is at a stage that the turf is practically non existent. We are receiving complaints from visiting teams during our Pennant competitions that the surface is not acceptable for competition bowls. It is very noticeable that the surface is also starting to damage bowls due to the lack of turf allowing the sand to be on the surface. After recent examination of the surface, the conclusion was reached that rectification needs to occur as soon as possible. The base on which the synthetic turf sits is in excellent condition and will require only minimal work to return it to a suitable surface to lay new Synthetic Grass. The work will entail the removal of existing turf, Laser levelling, fill with appropriate material screening and compaction as required. (see quote for details)

Clearly identify what the grant funds will be used for in the project

The Grant funds will be used for assisting in the overall cost of the project. The Club would anticipate that with the assistance of this Grant it will enable the Project to go ahead and be completed by the anticipated date.

As there is a total project without separation into parts it is not possible to break the costing allocation to anything but the total cost of the project. Replacement of the bowling green (36.3m x 36.3m) constructed to World Bowls Association requirements, mobilisation and demobilisation of personnel and machinery, rollup existing surface, stock pile on site, supply, deliver and install.

Describe how the project will benefit the community of Boddington

The Project will benefit the Community of Boddington by providing the best possible Facility to enable community members to use the facility as they have in the past. Boddington Bowling Club has a reputation of encouraging all members of the Community to make use of the Facility. The local School students have made use of the facility as part of their curriculum on a yearly basis, community groups such as football club, cricket club etc use it for events. The two mines in Boddington have social bowls at the facility which enables interaction between locals and miners who may live elsewhere.

The Club organises a Bowl Over Cancer Day annually to raise money for Cancer Research which allows 28 teams to participate in a fun filled day of Bowls and raising considerable money for the Cancer cause. Also there is an Annual Carnival where 96 bowlers from far and wide arrive in Boddington to compete and spend considerable money in our town.

The Club provides a service to both male and female community members and currently has a membership of 65.

Increase participation from visiting clubs which return a positive economic multiplier for the community in way of supporting local businesses providing accommodation, food and beverage and supplies.

Provide details of any collaborations/partnerships or community groups that will assist in the delivery of this project and outline how they will support the project (provide letters of support where relevant).

How will you acknowledge the Shire of Boddington's contribution to the project?

The Boddington Bowling Club will acknowledge the contribution of the Shire by advertising the fact through Local Media such as Bodd News, inviting the Shire representatives to open the new Green when completed. Promoting the support of the Shire whenever the Club has events and ensure the Shire is mentioned wherever possible, so the community is aware of the support the Shire provides to the community and sporting groups within the Shire .

Budget Details

Use the table below to list the expenses your project will incur, detail the income and in-kind that will cover the expenses, and identify their source.

Please note Shire of Boddington's contribution is limited to 33% of the total project.

Income: List all sources of cash funding including grants, sponsorship, donations, club funds

Item Description	Budget (ex GST)	Actual (ex GST)
Shire of Boddington grant	\$47000	\$47000
Boddington Bowling Club	\$42000	\$42000
Department Of Sport and Recreation	\$47000	\$47000
Total (A)	\$136,000	\$136,000

In Kind Contribution: List non cash items, in-kind and volunteer details

Organisation – Item - Description	Budget (ex GST)	Actual (ex GST)
Boddington Bowling Club ; Supporting Ground work and labour as required.	\$5000	\$5000
Total (B)	\$5000	\$5000

Total Project Value (A) + (B)	\$141,000
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Expenditure

Item Description	Budget (ex GST)	Actual (ex GST)
Evergreen Quote	\$136,220	\$136,220
Surrounds	\$4,780	\$4,780

ATTACHMENT 9.4.2

Total (C)	\$141,000	\$141,000

Surplus/ Deficit (A) + (B) – (C)	\$0
----------------------------------	-----

Has your organisation received any type of funding from the Shire of Boddington in the last 2 years? If yes, please provide details below.

Year	Amount	Purpose	Fully Acquitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Have you applied for grant funding from other sources for this project? If yes, please provide details below.

Funding Body/Program	Amount	Status of Application
Department of Sport and Recreation	\$47000	<input type="checkbox"/> Confirmed <input checked="" type="checkbox"/> Pending
		<input type="checkbox"/> Confirmed <input type="checkbox"/> Pending

Declaration

☒ I declare the organisation has read and understands the Community Facility Fund Guidelines.

☒ I declare I am the authorised person to submit this application on behalf of my organisation and are authorised to sign legal documents on behalf of the organisation.

☒ I declare the information provided in this application and attachments is to the best of my knowledge true, correct and discloses all estimates as accurate as possible.

☒ I understand false or misleading statements listed in this Community Facility Fund Application can result in the application being rejected or the withholding of any funds that may be approved as result of this application.

☒ I declare the organisation applying for the grant funding will complete and submit a Community Facility Fund Acquittal Form within 30 days following the project's completion.

☒ I declare the organisation submitting this form understands this is an application only.

Name	David Smart	Position	President
Signature		Date	

9.4.3 Lease Boddington Sports & Community Club Inc

File Reference: 3.0046
Applicant: Nil
Disclosure of Interest: Nil
Author: Coordinator Community and Economic Development
Attachments: 9.4.3A Letter from the Boddington Sports and Community Club Inc.
9.4.3B Draft Lease

Summary

For Council to consider a lease with the Boddington Sports and Community Club Incorporated for a portion of land located at Lot 68 and 68 Club Drive Boddington.

Background

The Boddington Sport and Community Club is a not for profit volunteer group that supports the community with social opportunities by providing a place to meet, have meals and drinks (Friday social nights), Social Sunday's and is home to the Boddington Bowling Club. The Club has requested (see attached letter) the Shire of Boddington considers the following:

"I am writing on behalf of the Boddington Sports and Community Club Committee to request a review of the current Lease Agreement and insurance commitment for the premises at 19-21 Club Drive, Boddington with the Boddington Shire. The Committee request consideration be given to a variation of the current lease commitment of approximately \$6000 along with the insurance costs of approximately \$4000, an annual amount of approximately \$10,000. The Committee would like the costs of lease and insurance waived to allow our energy to be directed towards upgrade and improvement."

At a recent meeting with two representatives from the Boddington Sport and Community Club, a verbal request was made for the 2021/22 fees to be waived. During 2021/22, closures and cancelling of events, in particular the New Year's Function occurred due to COVID restrictions.

Visitors to the Club can attend three (3) times with a current member and then must apply for membership. Current membership is \$90 for couple's and \$50 for singles. The venue is available for hire with or without bar and kitchen.

The Boddington Sports and Community Club currently have a lease for a period of 19 years and 8 months which commenced on the 1 October 2007 until 31 May 2024 with no further option. This lease was never presented to the Department of Planning Lands and Heritage (DPLH) for approval, and therefore the Club has been operating under an informal arrangement.

Comment

Due to the current lease with the Boddington Sport and Community Club remaining unendorsed by the Department of Planning Lands and Heritage, it is recommended that Council endorse a new lease.

A key component of the new lease is the review of the associated fees. The majority of lease agreements between the Shire of Boddington and community groups use a peppercorn fee structure of \$1 per financial year. This takes into consideration the limited capacity of these group to fundraise large amounts of money when they are operating to primarily provide important community services to residents.

On the other hand, the Lions Club Boddington, and the Boddington Sport and Community Club are two community groups which lease Shire of Boddington facilities, but also have significant revenue raising opportunities. This includes bar sales, as well as venue hire to other community groups and corporate organisations, individuals (e.g. parties, weddings and funerals) and other event organisers. As a result, the Lions Club Boddington and the Boddington Sport and Community Club were not originally offered a peppercorn lease structure.

Currently the Lions Club Boddington pays a lease fee of \$550 per financial year (inclusive of GST). It is considered appropriate to bring the Boddington Sport and Community Club into alignment with a similar financial structure for their lease, as they have some revenue raising capacity. The current lease fee for the Boddington Sport and Community Club is \$6,000 per year, which they have been unable to pay due to COVID restrictions and cancellation of events which means they have not had any financial income. The Club has indicated that a reduced lease fee will take the financial pressure off them, while at the same time allowing them to put money aside to do maintenance as required as per the lease, as well as putting money aside to use as leverage for grant funding opportunities.

Investigation has revealed the lease fee (based on yearly rates) for the Boddington Sport and Community Club was originally set in 2006 to sustain the Community Grants Program (then known as Local Organisation Assistance Fund) without financial consequence to the local government. If the lease fee for the Boddington Sport and Community Club is reduced to align with the Lions Club Boddington fee structure, an allocation for the Community Grants Program will need to be considered in the annual budget each year. This is a consistent approach across the local government industry, and therefore it is proposed that an allocation of \$15,000 be considered for the Community Grants Program in the 2022/23 draft budget to replace use of rates from the Boddington Sport and Community Club lease fee.

The Boddington Sport and Community Club currently pays \$3,746.85 (for the 2021-22 financial year) to the Shire of Boddington for building and contents insurance. The Shire of Boddington covers the cost of all its buildings irrespective if they are leased. It is unknown why the Boddington Sport and Community Club is required to reimburse the Shire of Boddington for the cost of building insurance from the original lease signed in 2007, as no other arrangement of this nature exists with the Boddington Lions or other community groups with current leases. It is recommended that this request for reimbursement ceases to bring the Boddington Sport and Community Club in line with other community groups.

Insurance responsibilities are proposed to be in accordance with the Shire of Boddington's standard lease structure, whereby the Lessee is responsible for producing evidence of their Public Liability Insurance, Volunteer Insurance, Workers Compensation Insurance and Contents Insurance (if applicable) prior to signing the Lease. This documentation is requested annually once the insurance policies have been renewed. The Boddington Sport and Community Club currently have the aforementioned insurances in place. The Shire of Boddingtons standard community lease structure requires the Lessee to be responsible for general wear and tear maintenance and insurance as detailed in the Lease Schedule.

It is recommended that the new lease include the recoup of Waste Management Collection fees due to the amount of rubbish the Boddington Sport and Community Club generates. The Boddington Sport and Community Club have indicated they do not have the capacity to continue to remove rubbish due to lack of volunteer capacity unlike the Boddington Lions who remove their own rubbish from events such as the Rodeo weekend.

A formal lease will provide the Boddington Sports and Community Club with security and tenure of the facility and acknowledge the time and effort that the volunteers provide to this organisation.

A 5 year lease term with a 5 years option is proposed, which will support the Boddington Sports and Community Club to apply for grants and financial support to improve the amenities of the facility.

Consultation

Consultation has occurred with the Boddington Sports and Community Club.

Strategic Implications

Pillar 1 A vibrant and connected community
Support opportunities for volunteering and community connection

Legislative Implications

Section 3.54 of the Local Government Act 1995 gives Council the power to lease a Reserve with the approval of the Minister for Planning, therefore, approval will need to be sought for a lease to be entered into.

Policy Implications

Nil

Financial Implications

Below is the last three years lease fees and insurance reimbursement cost to the Shire of Boddington from the Boddington Sport and Community Club.

	Lease fee (rate charges)	Insurance
2021 - 2022	\$6950.81 – request fees be waived due to COVID restrictions.	\$3746.85
2020 - 2021	\$6781.25 – Waivered due to COVID restrictions.	\$2188.29
2019 - 2020	\$6781.25	\$2060.77

Economic Implications

A lease will give the Boddington Sport and Community Club a sense of belonging as well as stability for the ongoing development of the organisation and the opportunity to forward plan for the community as well as the surrounding areas which will have an ongoing economic benefit to local businesses.

Reducing the lease fees to \$500 per year will allow the Boddington Sport and Community Club to focus on building up their cash reserves to give them financial assurances for the payment of insurance and general maintenance costs as well as developing a fund to support future projects.

Social Implications

This organisation provides an important social service to the local community, as well as the opportunity for local residents interested in bowling, darts and golf to socialise.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Primary risks include negative feedback from members of the community if lease not supported. A lack of a consistent and equitable approach is considered to be the key risk for this item.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Endorse the lease as recommended.
2. Decline the lease request.
3. Not accept the Officers recommendation.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

1. **Authorise the lease with Boddington Sport and Community Club Inc for a portion of land located at Lot 68 and 69 Club Drive Boddington, on Deposited Plan 156172, and being part of the land contained in Crown Land Title Volume 1798 Folio 196 and 197 for a period of five (5) years for the period 1 July 2022 to 30 June 2027, with an option period of five (5) years.**
2. **Authorise the waiver of lease fees for 2021/22 of \$6,950.81.**
3. **Considers an allocation of \$15,000 for the Community Grants Program in the 2022/23 Draft budget.**

Boddington Sports and Community Club

Club Drive, PO Box 6, Boddington, 6390

Ms Julie Burton

Chief Executive Officer

Boddington Shire

34 Bannister Road, PO Box 4, Boddington, 6390

Dear Ms Burton,

I am writing on behalf of the Boddington Sports and Community Club Committee to request a review of the current Lease Agreement and insurance commitment for the premises at 19-21 Club Drive, Boddington with the Boddington Shire. The Committee request consideration be given to a variation of the current lease commitment of approximately \$6000 along with the insurance costs of approximately \$4000, an annual amount of approximately \$10,000. The Committee would like the costs of lease and insurance waived to allow our energy to be directed towards upgrade and improvement.

As you know the Boddington Sports and Community Club is a not for profit organization and as such benefits from hours of volunteer time to keep the facility open for its members. The Committee believes that the cumulative effect of a change to the current lease and insurance costs as described will be substantial for the Club.

Given the building is over 30 years old it requires ongoing and relatively expensive maintenance. The committee proposes to spend any savings from lease and insurance costs on improving the infrastructure. This maintenance will also include voluntary contributions effectively increasing the value of these cost commitments. The Club Committee's promise to continually upgrade the infrastructure will see a key Shire of Boddington building maintained and improved over time.

Recent times has seen an increase in membership and community connection through the Club. The Committee is passionate about continuing to enhance community opportunity to connect and thrive at the Club. We request the support of the Shire of Boddington to enable this.

Yours sincerely,

Mr Brendan Roache,



President

06/12/2021

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON SPORTS AND COMMUNITY CLUB INC

("Lessee")

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THIS DEED is made first (1st) day of July 2022

BETWEEN

SHIRE OF BODDINGTON of 39 Bannister Road Boddington, Western Australia, 6390 ("Lessor")

AND

BODDINGTON SPORTS AND COMMUNITY CLUB INC, PO Box 6, Boddington, Western Australia, 6390 ("Lessee").

RECITALS:

- A. The Lessor is the management body in respect of the land.
- B. Under Management Order XE M399626 the Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms of the Lease.
- D. The Minister indicates its approval of this Lease by endorsing its consent thereon.

THE PARTIES CONVEYANT AND AGREE:

1. **Definition, Interpretation, Consents and Approvals**

1.1 Definitions

Unless stated otherwise:

"Authorised Person" means an agent, employee, licensee, contractor or invitee of the Lessee;

"Authorised Use" means the use specified in item 5 of Schedule 1;

But does not include any area which the Lessor from time to time specifies as being excluded from the Leased Premises for the purposes of this Lease;

"Building" means a building or structure on the Land but does not include any area which the Lessor from time to time specifies as being excluded from the definition of Building for the purposes of this Lease;

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

"Commencement Date" means the commencement date specified in item 6 of Schedule 1;

"Community Purposes" means community, social, educational or recreational facilities or services which are not for profit and which are for community benefit;

- “Event of Default” means the events specified in clause 17 of this Lease;
- “Facilities” means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;
- “Final Period” means the period between the start of the final Lease Year before the date of Termination until the date of Termination;
- “Financial Year” means a year beginning on 1 July and ending on the following 30 June;
- “First Period” means the period between the Commencement Date and the last day of the first Lease Year;
- “Further Term” means that further term specified in Item 9 of Schedule 1;
- “LAA” means the *Land Administration Act 1997*;
- “Land” means the land described in item 3 of Schedule 1;
- “Lease” means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;
- “Leased Premises” means the premises described in item 4 of Schedule 1;
- “Lease Year” means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;
- “Lessee’s Operations” means the operations and activities carried on by the Lessee from the Leased Premises;
- “Lessee’s Fixtures” means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor’s consent which is not re-classified as a Lessor’s Fixture in accordance with this Lease;
- “Lessee’s Plans and Specifications” means all plans, specifications and working drawings in relation to the Lessee’s Initial Works and Lessee’s Works as prepared by or on behalf of the Lessee;
- “Lessee’s Obligations” means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;
- “Lessee’s Rights” means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor’s Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee’s Operations from the Leased Premises;
- “Lessor’s Fixtures” means the Lessor’s fixtures and fittings in the Leased Premises and any Lessee’s Fixtures which are reclassified by the Lessor as Lessor’s Fixtures in accordance with this Lease;

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

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

“Minister” means the Minister for Lands, a body corporate under section 7 of the LAA;

“Outgoings” has the meaning set out in item 11 of Schedule 1;

“Plant and Equipment” means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises;

“Primary Interest Holder” means, in relation to Crown land, the entity listed on a Crown Certificate of Title as the holder of a charge, Crown lease, easement, lease, mortgage, profit a prendre or other interest, including such interests as are lawfully granted or entered into by a management body but does not include –

- (a) The care, control and management of a reserve, mall reserve or road;
- (b) Caveat;
- (c) Licence; or
- (d) Mining, petroleum or geothermal energy right;

“Rate” means 6% per annum;

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

“Relevant Authority” means anybody or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or an part of the Land or Leased Premises are or will be connected;

“Rent” means the rent specified in item 8 of Schedule 1;

“Schedule” means a schedule to this Lease;

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

“Shire” means the Shire of Boddington acting in its capacity as local government;

“Term” means the tem specified in item 7 of Schedule 1;

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

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

1.2 Interpretation

In this Lease:

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

1.3 Performance of Functions by Minister

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

1.4 Approval by the Lessor or Minister

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor's reasonable discretion or the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

1.5 Consent of Western Australian Planning Commission

If for any reason this Lease required by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

1.6 Discretion of the Lessor in its capacity as Relevant Authority

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor in its capacity as a Relevant Authority under any written Law and in particular does not fetter the Lessor in its capacity as a Relevant Authority with regard to the approval or imposition of conditions of any approval required for any matter relating to the Leased Premises or this Lease.

2. Operative part

2.1 Lease of Leased Premises

Subject to the Minister's consent in respect of this Lease, in consideration of the Lessee agreeing to:

- (a) pay the money payable under this Lease; and
- (b) duly observe and perform the Lessee's Obligations.

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

2.2 Quiet enjoyment

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

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

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

2.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

- (a) Improvements to Leased Premises:
the Lessor may at any time carry out improvements to the Leased Premises, including without limitation:
 - (i) construct new buildings on the Land;
 - (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
 - (iii) any other Lessor's Works,

but in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations.

- (b) Right to enter

- (i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:

- (A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (B) comply with any requirement or order of any local government or other statutory authority;
- (C) carry out any maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;
- (D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
- (E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term;

except that the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations;

- (ii) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly.

- (c) Granting easements etc.

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quite enjoyment of the Lessee's Rights by the Lessee.

4. Rent

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of Schedule 1, without any deduction, set off or abatement.

5. Outgoings and Bulk Supply of Electricity, Gas or Power

Outgoings separately assessed

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

6. Use of Leased Premises and Facilities**6.1 The Lessee shall not:**

- (a) use the Leased Premises for any other purpose other than the Authorised Use specified in item 5 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, Item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

6.2 The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor's Fixtures; and
- (b) shall not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

7. Security of Leased Premises**7.1 The Lessee shall:**

- (a) securely lock all doors or other openings to the Leased Premises when the Leased Premises is unoccupied; and
- (b) if required by the Lessor install in the Leased Premises a security alarm system approved by the Lessor.

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.**8. Leased Premises Name in Lessee's Name****8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.****8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.****9. Covenant to repair and maintain****9.1 The Lessee shall:**

- (a) Maintain the Leased Premises in good condition except in respect of:
 - (i) fair wear and tear;
 - (ii) damage which is or will be reinstated from the proceeds of insurance; and

- (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;
 - (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
 - (c) keep the Leased Premises clean and free from rubbish;
 - (d) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;
 - (e) enter into and keep current a service contract with a reputable air-conditioning service company for the regular maintenance and service of any air-conditioning plant and equipment which services the Leased Premises;
 - (f) maintain the Lessee's Fixtures in clean and good condition;
 - (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
 - (h) replace any broken glass in the Leased Premises.
- 9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.
- 9.3 If the Lessee does not work, which affects the Leased Premises, such as the Lessee's Initial Works and the Lessee's Works and any fitting out, alterations, partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:
- (a) comply with all relevant requirements of an authority and all laws and standards;
 - (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
 - (c) carry out the work in a safe and proper manner;
 - (d) use only good quality materials;
 - (e) employ only qualified and competent persons; and
 - (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

9.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 9.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.

- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (c) Without prejudice to the generality of clause 9.1 and 9.4(b) for the avoidance of any doubt the Lessee is obliged to:-
 - i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
 - ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
 - iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

10. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) any breach of the Lessee's Obligations; and
 - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;

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

11. Negative covenants

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease

provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;

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

- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

12. Lessee's Obligations to effect Insurances

The Lessee shall effect and maintain in the names of the Lessor and the Lessee with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises or anything in the Leased Premises as reasonably required by the Lessor from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Lessee shall:

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updates, amended or varied from time to time;
- (b) not without the Lessor's prior consent, alter the terms or conditions of any policy;

and

- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

13. Indemnities

13.1 General indemnity

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing, anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand fails to do so;
- (d) the Lessee must indemnify and keep indemnified the Minister for Lands from and against all losses, claims, damages, demands, costs and expenses for whatsoever which may at any time be brought, maintained or made.

13.2 Nature of Indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance.

14. Assignment

14.1 No assignment

The Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of an assignment if both the Lessor and the Minister consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

14.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of a sublease of the whole of the Leased Premises if both the Lessor and the Minister consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

15. Damage, Destruction or Resumption

15.1 Definitions

In this clause 15:

- (a) 'Reinstatement Notice' means a notice given by the Lessor to the Lessee of the Lessee's intention to carry out the Reinstatement Works; and
- (b) 'Reinstatement Works' means the work necessary to:
 - i) reinstate the Leased Premises; or
 - ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

15.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
 - (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

then from the date that the Lessee notifies the Lessor of the damage or destruction ('Damage Notice');

iii) any money payable by the Lessee under this Lease; and

iv) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

(b) If clause 15.1(a) applies, the remedies for:

(i) recovery of any money or a proportionate part falling due after the damage or destruction; or

(ii) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises is;

(iii) restored;

(iv) made fit for the Lessee's occupation and use; or

(v) made accessible.

15.3 Either Party May Terminate

Either party may terminate this Lease by notice to the other of ninety (90) calendar days' notice.

15.4 Lessee May Terminate

If the Lessor gives a Reinstatement Notice to the Lessee and fails to commence the Reinstatement Works within a reasonable time, the Lessee may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

(a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or

(b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

15.6 Lessor to Terminate

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

15.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 15 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

15.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

15.9 Lessor Not Obligated to Reinstate

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

15.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 15, the Lessee will have no interest in the insurance proceeds.

15.11 Resumption of Leased Premises

If the Leased Premises is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this lease.

16 Limited of Lessor's Liability**16.1 No warranties or representations**

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state or repair of the Leased Premises, or the Lessor's Fixtures;
 - (ii) any defect in any of the Plant and Equipment, facilities or the Services;
 - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put;
and

- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:
 - (i) the Lessee has relied on the Lessee's own skill and judgement and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations, and
 - (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

16.2 Suitability and Safety of Leased Premises

- (a) The Lessor does not represent or warrant:
 - (i) that the Leased Premises is suitable to be used for the Authorised Use; or
 - (ii) that the Leased Premises may lawfully be used for the Authorised Use.
- (b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons except entering the Leased Premises.

16.3 Lessor Not Liable

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

16.4 Lessor only liable while Primary Interest Holder

The Lessor is only liable for any breaches under this Lease occurring while it is the Primary Interest Holder of the Land.

16.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction, failure to function, or interruption of or to, the water, gas or electricity services, fire

equipment or other services to or facilities contained in the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

17. Default

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;
- (h) where the Lessee is a company and:
 - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
 - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into as scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

18. Lessor's power on default

18.1 Lessor's right of possession

On the occurrence of an Event of Default, the Lessor may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

18.2 Lessor may remedy Lessee's default

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitute a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
 - (i) acceptance of the keys for the Leased Premises;
 - (ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or

18.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

18.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove detail default by the Lessee or the continuance of that default.

19. Essential terms

19.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 5, 6, 9, 12 and 14 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

19.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

19.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

19.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

19.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 19.4.

20. Termination

20.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and delivery to the Lessor all keys, access cards and other security devices for the Leased Premises.

20.2 Improvements to Vest in Crown

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.

20.3 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

20.4 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on termination of any period of holding over, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, notwithstanding the state of the Leased Premises at the Commencement Date, removing all fittings to the floors and walls, repainting the walls and repairing any damage to the floors or walls.

20.5 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 20.4, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights or the Lessor in relation to the Lessee's default.

20.6 Dealing with Lessee's property not removed at Termination

The Lessor has the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) to remove and store the Lessee's property in an alternative Leased Premises at the Lessee's cost;
- (b) to sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or

- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit.

And the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

21. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

22. Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

23. Miscellaneous

23.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

23.2 Lessor's consent

The Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

23.3 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

23.4 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

23.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

23.6 Discretion of the Lessor

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

23.7 Time for Payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within ten (10) Business Days after the Lessor gives a notice to the Lessee requiring payment.

23.8 Time of the essence

Time shall be of the essence in all respects.

23.9 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

23.10 Variation

This Lease may not be varied except in writing signed by all of the parties.

23.11 Further assurances

Each party to this Lease must execute and do all acts and things necessary to give full force and effect to this Lease.

23.12 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

23.13 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease.

23.14 Proper Law

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

23.15 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

23.16 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not affect the interpretation of this Lease.

23.17 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

23.18 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

23.19 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by email to the recipient's email address (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by email, on the same date as transmitted (if transmitted prior to 4.00pm on a Business Day) or the next Business Day (if transmitted at or after 4.00pm on a Business Day, or on a day not being a Business Day); and
- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

23.20 Goods and services tax

- (a) In the Lease:

"GST" means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act;

"Tax invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result

of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:

- (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay to the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
 - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
 - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 23.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

24. Option for Further Term

If and only if no earlier than six (6) months and no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that there is no Rent, Outgoings or other money payable under this Lease which is due but unpaid and there is no remedied breach of the Lessee's Obligations and there have been no breaches of any of the essential terms of this Lease during the Term, the Lessor shall grant the Lessee a lease of the Leased Premises for the relevant Further Term as the Rent payable immediately before Termination as varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant Further Term, which shall cease to have any further effect.

25. Holding Over

If after termination, the Lessee continues to occupy the Premises with the consent of the Lessor, the Lessee shall become a monthly Lessee only of the Lessor and unless otherwise agreed;

- (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Lessee immediately [preceding the Termination; and
- (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this lease.

26. Dispute Resolution

- 26.1 If a dispute arises out of or relates to this Lease (including without limitation in relation to the Rent review), or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to this Lease and the dispute expressly

agree to endeavour in good faith to settle the dispute by mediation before having recourse to, arbitration or litigation.

- 26.2 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute. On receipt of such notice, the parties to the dispute shall within seven (7) days of receipt of the notice meet together to resolve the dispute in good faith and acting reasonable.
- 26.3 If the dispute is not resolved within seven (7) days, or within such further period as the parties agree, then the dispute is to be referred to mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within seven (7) days of receiving any party's notice of dispute, by the Chairman of the Western Australian Chapter of Institute of Arbitrators and Mediators Australia (IAMA). The IAMA Mediation Rules shall apply to the mediation
- 26.4 If the dispute is not resolved in mediation, then the parties may elect to have the dispute submitted to arbitration in accordance with the *Commercial Arbitration Act 2012 (WA)*.
- 26.5 If the dispute relates to the Rent, then the Rent shall be paid without abatement until the date of the award or agreement between the parties (whichever is the earlier) whereupon the Lessor will refund to the Lessee any Rent paid by the Lessee not required to be paid within the terms of the award or as agreed between the Lessor and Lessee.

27. Trade Practices Act

This lease shall be governed by the law of the State of Western Australia (to the extent (if any) affected by the Trade Practices Act 1974) and except to the extent of any clearances under the Trade Practices Act of which notice may be given by the Trade Practices Commission under Section 92(2) of the Trade Practices Act. Any provisions herein contained prohibited by or void under the Trade Practices Act shall be ineffective to the extent only of such prohibition or avoidance without invalidating the remaining provisions hereof and this Lease shall be construed so that it shall operate in all respects to the maximum extent that it validly can do so.

28. Special Conditions

The special conditions set out in item 12 of Schedule 1 shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

SCHEDULE 1

Particular of Lease:

1. Lessor's Details

SHIRE OF BODDINGTON OF 39 Bannister Road, Boddington, Western Australia 6390.

2. Lessee's Details

BODDINGTON SPORTS AND COMMUNITY CLUB INC, PO Box 6, Boddington, Western Australia, 6390 ("Lessee").

3. Land

19-21 (Lot 68) Club Drive Boddington, WA 6390.

FREEHOLD LAND – LOT 68, NO. 21A (ADAM ST IN LANDGATE) CLUB DRIVE – GOLF COURSE & COMMUNITY CENTRE CARPARK

Cert Title: 1798/196 Lot 68 ; Plan 156172 Asset No: LCOCC001030

FREEHOLD LAND – LOT 69, NO 21 (ADAM ST IN LANDGATE) CLUB DRIVE – GOLF COURSE & COMMUNITY CLUB CAR PARK & BOWLING GREENS Cert

Title: 1798/197 Lot 69; Plan 156172 Asset No: LCOCCOO2030

4. Leased Premises

The land shall be used for the carrying on of the business of a Community Club with Restaurant, Bar and Bowling facilities.

5. Authorised Use

Community Centre

6. Commencement Date

1 July 2022

7. Term

The Term shall be a term of five (5) years commencing on the Commencement Date and ending on the 30 June 2027.

8. Rent

From the Commencement Date and for the Term the Rent is five hundred dollars (\$500) per annum exclusive of GST payable on the Commencement date and each anniversary of the Commencement date.

Yearly waste collection costs to be paid by the Boddington Sport and Community Club.

9. Further Term

5 years

10. Lessee's Insurance Obligations

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00);
- (b) Workers Compensation;
- (c) Voluntary Insurance;
- (d) Contents; and
- (e) Property

11. Lessor's Insurance Obligations

The Lessor shall effect policies of insurance in respect of Property Insurance (building).

12. Definition of Outgoings

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) maintaining the Land and Leased Premises;
- (b) give notice to the Lessor in writing, of any infections illness or disease which might transpire in or about the land and shall thoroughly fumigate and disinfect the land at the Lessee's expense to the satisfaction of the Lessor and any appropriate health officer;
- (c) advertising, marketing and promoting the Leased Premises.

13. Special Conditions

Nil

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of the)
SHIRE OF BODDINGTON)
 was hereunto affixed in the presence of:)

SHIRE PRESIDENT
Garry Ventris

Chief Executive Officer
Julie Burton

BODDINGTON SPORTS AND COMMUNITY CLUB INC)
 was hereunto signed in accordance)
 with its Constitution in the presence of:)

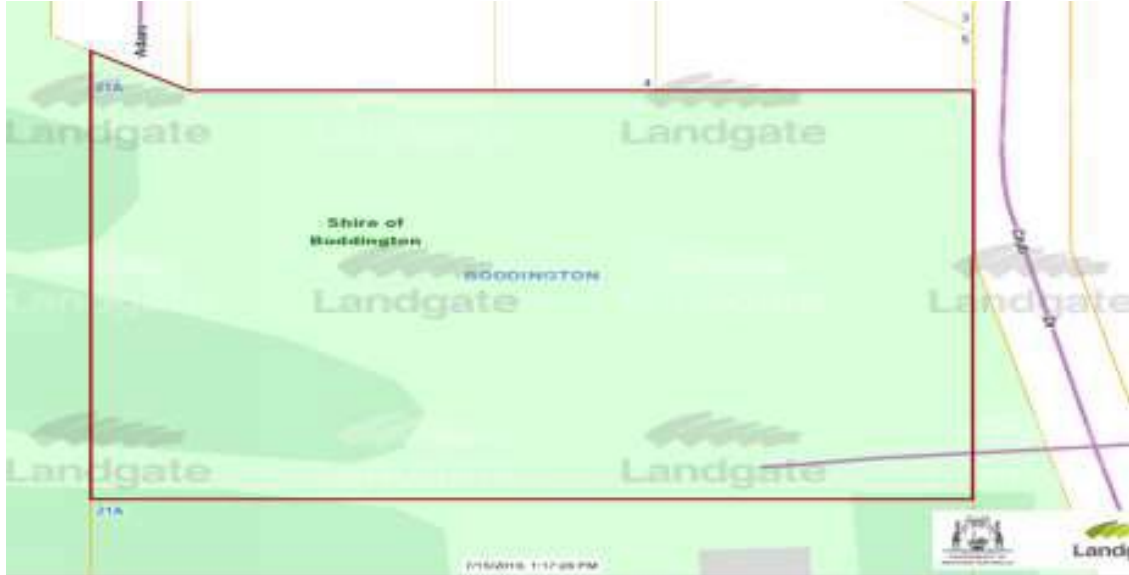
Print Name: _____
 President: _____

Print Name: _____
Secretary: _____

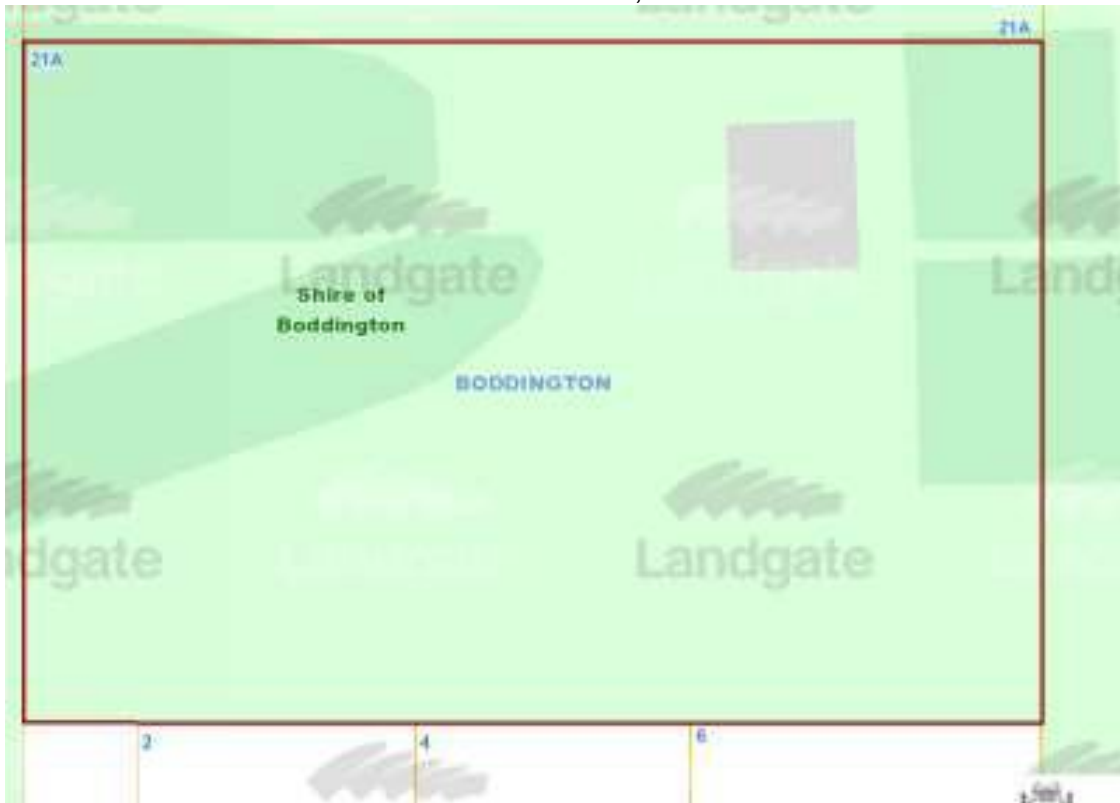
SCHEDULE 2
Reserve

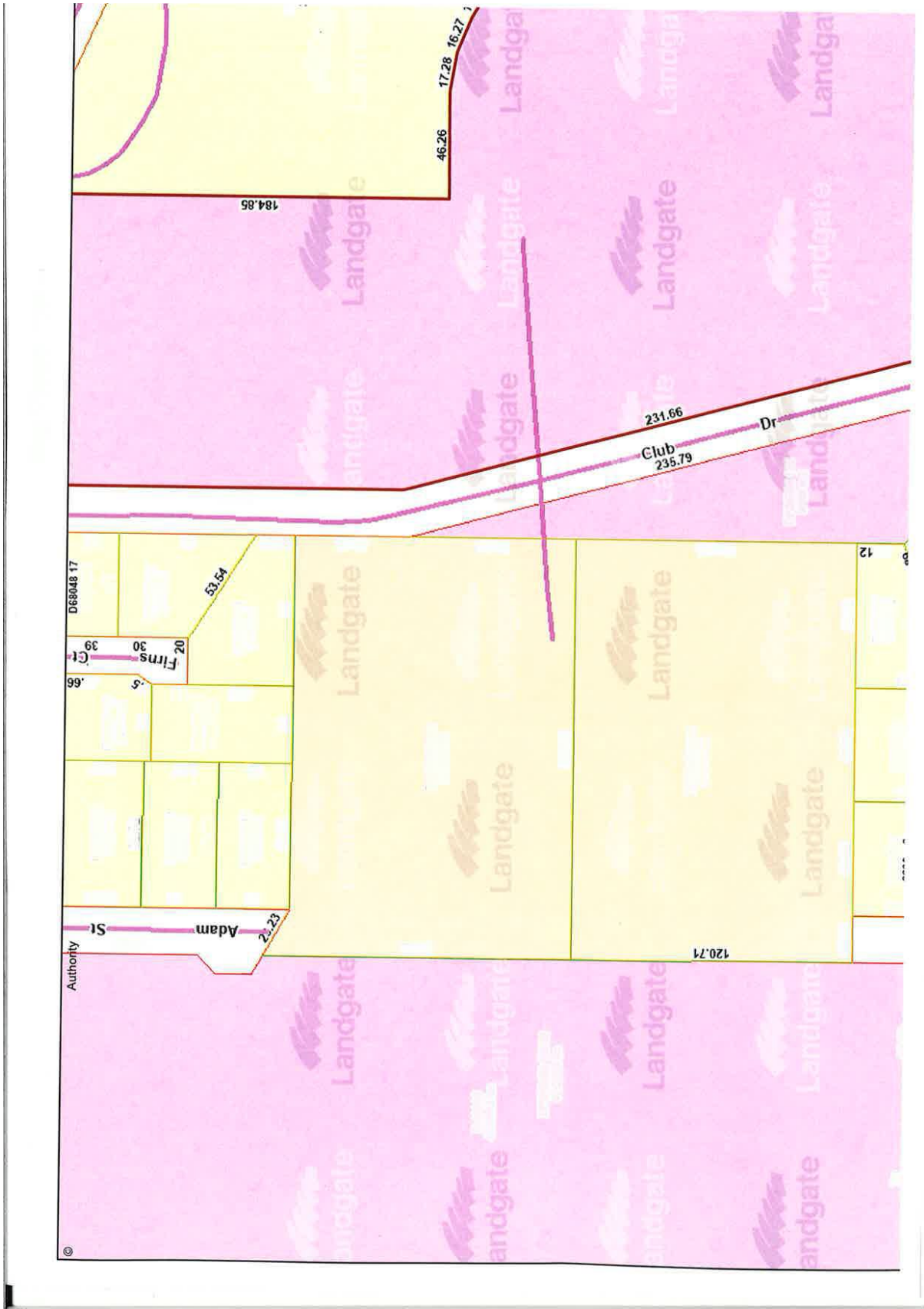
FREEHOLD LAND – LOT 68, NO. 21A (ADAM ST IN LANDGATE) CLUB DRIVE – GOLF COURSE & COMMUNITY CENTRE CARPARK

Cert Title: 1798/196 Lot 68 ; Plan 156172 Asset No: LCOCC001030



FREEHOLD LAND – LOT 69, NO 21 (ADAM ST IN LANDGATE) CLUB DRIVE –GOLF COURSE & COMMUNITY CLUB CAR PARK & BOWLING GREENS Cert Title: 1798/197 Lot 69; Plan 156172 Asset No: LCOCCOO2030







SCHEDULE 3

Department of Planning, Lands and Heritage Approval

9.5.1 WORKS AND SERVICES

Nil

10. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS
MOTION HAS BEEN GIVEN

11. URGENT BUSINESS WITHOUT NOTICE WITH THE
APPROVAL OF THE PRESIDENT OR MEETING

12. CONFIDENTIAL ITEMS

Nil at this time.

13. CLOSURE OF MEETING