

Minutes

Ordinary Council Meeting

Wednesday 28 August 2024
At 5.30pm

Council Chambers, 39 Bannister Road, Boddington

A vibrant and connected community with excellent lifestyle and employment opportunities in a beautiful natural environment.

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1. **DECLARATION OF OPENING**

The Shire President, Garry Ventris declared the meeting open at 5.30pm.

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present and emerging.

Councillors, to ensure clarity and effective communication during this Council Meeting, I kindly remind you to switch on your microphones when called upon to speak. This meeting will be recorded.

2. **ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**

2.1 **Attendance**

Cr Garry Ventris	Shire President
Cr Eugene Smalberger	Deputy Shire President
Cr Lee Lewis	Councillor
Cr Andrew Ryley	Councillor
Cr Paul Carrotts	Councillor
Cr Johan Van Heerden	Councillor
Mr. James Wickens	Acting Chief Executive Officer
Mrs. Cara Ryan	Executive Manager Corporate Services
Mr. Fabian Houbrechts	Executive Manager Infrastructure Services

2.2 **Apologies**

Julie Burton, Chief Executive Officer

2.3 **Leave of Absence**

Cr Hans Prandl

2.4 **Visitors**

5

3. **DISCLOSURES OF INTEREST**

Cr Lee Lewis declared Impartiality Interest in item 9.2.1. Family member works for South32.

Cr P Carrotts declared Proximity Interest in item 9.1.1. Neighboring property owner of the applicant.

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.

4.1 Response to Previous Public Questions taken on notice Ordinary Council Meeting | 24 July 2024

Charles Chitty, Williams

Question 1: Could we ask the names of the representatives of the community that sit on the Committee, as it is important for them to get involved with the people here who are unaware day to day situations?

Response: The two Councillors that are on the CLC Committee from the Shire of Boddington are Cr Paul Carrotts and Cr Hans Prandl. Please note Cr Eugene Smalberger is also on the committee but she is a representative of the community not the Shire.

4.2 Public Question Time

Brenden Metcalf, Boddington

Question 1: Have Councillors read the section on the South32 website, "Partnering with Communities", and if so, do they believe that South32 lives up to the statements and commitments it makes on that website?

Question 2: Do Councillors feel that South32 operate in an open, honest and transparent manner with regards to the Boddington/Quindanning communities?

Response: Shire President – Are Councillors happy to give an answer to that.

Cr A Ryley - I had a look through and generally they have been pretty good. I am not 100% happy with it. However, I think recently they are moving in the right direction. Previous staff have changed and current staff are doing better and more experienced. Its not 100% and I hope that it improves going forward.

Cr P Carrotts - It is not a perfect world, and there needs to be some improvements along the way, but at the end of the day we have to take things as they are and at face value.

Cr L Lewis - No, I do not have a lot to say. As Councillor Carrotts said, I think the situation has been improving. However, there is still a lot of community unrest about the way things are going and things that are being done.

Cr J Van Heerden - I totally agree with Councillor Lewis, the relationship did improve so that has been working for us.

Cr E Smalberger – No comment

Shire President - I did have a look but I do not really base my judgement on a website. I base it on what the decision is about in the room here and the facts that go with it, but I will say and I have got something written down here:

South 32 has supported the Shire of Boddington in recent years with support towards a range of projects and initiatives. Such things as the pump track at Hotham Park, Summer by the River Festival and the recent 2 million social investment toward projects identified in the Shire's Council Plan.

South 32 has a community liaison committee that consists of a range of stakeholders including members of the community, representatives from the Shire's of Boddington, Williams and Wandering, Peel Harvey Catchment Council, Boddington District High School, and the Department of Biodiversity, Conservation, and Attractions.

South 32 operate in the Shire of Boddington under a state agreement as per the Alumina Refinery (Worsley) Agreement Act 1973, and it is in the Shire's best interest to develop and maintain positive relationships with South 32 for the betterment of the broader community.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

6. CONFIRMATION OF MINUTES

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 120/24

Moved: Cr L Lewis

Seconded: Cr J Van Heerden

That the minutes of the Ordinary Council Meeting held on Wednesday 24 July 2024 be confirmed as a true record of proceedings.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley, Cr J Van Heerden

Against: Nil

The Shire President requested for item 9.2.1 to be addressed at this point in the order of business. No objections were received in relation to this proposal.

7. **ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**

8. **RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES**

8.1 **Bushfire Advisory Committee Meeting | 30 July 2024**

Attachment: 8.1A Minutes | Bushfire Advisory Committee Meeting 30 July 2024

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 122/24

Moved: Cr L Lewis

Seconded: Cr P Carrotts

That the minutes of the Bushfire Advisory Committee Meeting held on Tuesday 30 July 2024 be received.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden

Against: Nil



MINUTES

Bush Fire Advisory Committee Annual General Meeting

Tuesday 30 July 2024

At 6.00pm

Council Chambers, 39 Bannister Road, Boddington

A vibrant and connected community with excellent lifestyle and employment opportunities in a beautiful natural environment

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1. **DECLARATION OF OPENING**

Cr Lee Lewis, declared the meeting open at 6pm.

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present and emerging.

2. **ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**

2.1 **Attendance**

Cr. Lee Lewis	Chair and Shire of Boddington Councillor
Kevin Petch	Shire of Boddington Ranger and Emergency Services Officer
James Wickens	Shire of Boddington Acting Chief Executive Officer
Paul Lloyd	Crossman Bush Fire Brigade Captain
Robert Jones	Chief Bush Fire Control Officer and Marradong Bush Fire Brigade Captain
Glyn Yates	Saddleback Tree Farm
Simon Finn	South 32
Brant Lehmann	Deputy Chief Bush Fire Control Officer

Apologies

2.2 **Cr. Andrew Ryly**

Julie Burton	Shire of Boddington Councillor
Greg Hodgson	Shire of Boddington Chief Executive Officer
Adam Whitford	Forestry Products Commission
Jayden Vitler	Department of Fire and Emergency Services Department of Biodiversity, Conservation and Attractions
Jared Green	Boddington Bush Fire Brigade Captain
Ryan Clarke	Newmont
Simon Smith	South 32
Brad Morgan	Quindanning Bush Fire Brigade Captain

3. **CONFIRMATION OF PREVIOUS MINUTES**

Moved: Robert Jones

Seconded: Brant Lehmann

That the minutes of the Boddington Bush Fire Advisory Committee AGM held on Tuesday 18 July 2023 be confirmed as a true and correct record.

Carried: 8/0

4. **REVIEW OF TERMS OF REFERENCE**

Attachment: 4.0A Review of BFAC Terms of Reference

Review of Bush Fire Advisory Committee Terms of Reference that were adopted at the 2023 Bush Fire Advisory Committee Annual General Meeting.

No changes made.

5. ELECTION OF OFFICE BEARERS

4.1 CHIEF FIRE BUSH CONTROL OFFICER

Robert Jones nominated by Paul Lloyd and seconded by Simon Finn

Robert Jones accepted the nomination

Carried 8/0

4.2 DEPUTY CHIEF FIRE BUSH CONTROL OFFICER

Brant Lehman nominated by Robert Jones and seconded by Paul Lloyd

Brant Lehmann accepted the nomination

Carried 8/0

6. FIRE CONTROL OFFICERS FOR EACH BRIGADE AS NOMINATED BY BRIGADE CAPTAINS AND ENDORSED AT THE MEETING

6.1 Boddington

Peter Clements

6.2 Crossman

Greg Day, Brad Hardie, Paul Lloyd, Jeremy Lobb

6.3 Marradong

Bob Jones, Brant Lehmann, Mark Roberts, Damien Batt, Adam Durack, William Batt

6.4 Quindanning

Brad Morgan, Aaron Foster, Wayne Littleton, Kingsley Foster

7. **DUAL FIRE CONTROL OFFICERS**

7.1 Wandering

Jon Hardie & Graham Treasure

7.2 Williams

Ashley Chadwick

7.3 Harvey

7.4 Collie

7.5 Murray

8. **BUSH FIRE NOTICE 2024-2025**

Attachment: 8.0A DRAFT Bush Fire Notice 2024 – 2025

9. **REPORTS BRIDAGES AND OTHER AGENCIES**

9.1 Chief Bush Fire Control Officer Report

Attachment: 9.1A Chief Bush Fire Control Officer Report

9.2 Marradong BFB Report

Attachment: 9.2A Marradong Bush Fire Brigade Report

9.3 Crossman BFB Report

23/24 has been an extremely busy season for us. We have had members turn out to 21 fires totalling 35 days on fire grounds. This includes deployment to 2 fires as requested by DFES. We also conducted 6 controlled burns and attended 6 community events. This brings the tally to 41 days.

I would like to thank those members that turned out to fires during the season and also those that did work around the station without going to a fire. I also extend thanks out to our families, for understanding what we are doing for the Community in which we live, when we drop everything and leave them home alone.

Special thanks and appreciation goes to Lockie Coops and Deane McBride, for their efforts in successfully obtaining several grants. Allowing us to make improvements at the station and helping some members to get their HR licenses. Congratulations to those that have completed training over the last year.

Huge thanks to Charlie Roberts for his time and service to our Brigade. He is going to be greatly missed and I wish him well. Maybe one day we might be able to coax him back. Here is to a much quieter 24/25 season.

9.4 Quindanning BFB Report

Refer that list of Fire Control Officer's has been sent to Kevin Petch after the meeting. No change from last year.

9.5 Boddington BFB Report

Attachment: 9.5A Boddington Bush Fire Brigade Report

9.6 DFES Report

Attachment: 9.6A Department of Fire and Emergency Services Report

9.7 DBCA Report

Kevin Petch read provided email as there was no representative present.
Reasonably busy season with the prolonged dry weather -
Total of 123 Fires in the Perth Hills District.
4 were in the Shire of Boddington (Small size under 2ha)
Currently running a large recruitment process for the Department to address staffing issues.

9.8 Saddleback Tree Farms Report

Representative gave a brief overview of operations for the last year and stated there were minimal incidents. The team at the Tree Farm looks forward to support from the Shire and Brigades this fire season.

9.9 Newmont Boddington Gold Report

No report provided.

9.10 South 32 Report

South32 offers there assistance for this upcoming Fire Season. They are getting a new Incident Control Vehicle and will show it to the Brigades and teach members how to operate it so it can be utilised for incidents by the brigades if needed.
South32 personnel are only released from the mine when a DFES incident number is given – possibility to change this procedure

9.11 Forest Product Commission Report

Attachment: 9.11A Forest Product Commission Report

10. BRIGADE GENERAL BUSINESS

10.1 Bush Fire Division Operating Procedures 2024 – 2029

Attachment: 10.1A Shire of Boddington Bush Fire Division Operating Procedures 2024-2029 Version 1.1

Version 1.1 completed and issued to all Brigades, the document can be adjusted over time to suit best practice as required. Related RPL (Recognition of Prior Learning) process is to now commence, via Brigade Captains and the Division Chiefs, for the selected eight basic fire training subjects. Forms to be signed off by Captains and Chiefs with a tentative completion target date of 1 October 2024. With a Shire CEO Completion target date of 1 November 2024, just prior to the next Bush Fire season. Please direct any questions or issues to the Shire.

10.2 Other Brigade General Business

Robert Jones – question regarding the LGGS budget for 2024/2025. Kevin Petch provided below response -

A detailed business case would need to be compiled to receive budget for new appliance upgrades. Extra budget received for new uniforms and lockable uniform racks in the brigade sheds. Budget approved to turn the Boddington Brigades office into a centralised training room for the Shire. An updated LGGS Manual will be sent to the brigade captains.

Before the Fire Season kicks off, Bob is requesting a phone number that he can call 24/7 to access Shire appliances and operators when there is an incident. The operator must have completed Basic Bush Fire Awareness Courses and the correct PPE. Historical Safety Issue that has been reported for some time, but no action has been taken – Marradong Fire Shed has clear Perspex sheeting on there roof that is not upto standard as there should be mesh over them. Bob is recommending replacing them with colour bond sheeting rather than meshing them. James thinks we could put this through as a late budget request and a quote needs to be obtained ASAP.

Lighting also needs to be replaced in the Marradong fire shed. There is currently halogen globes and they need to be replaced with LED – possible safety concern.

Air filters should be replaced after every fire, if not every second fire. Spares should be kept at all brigades. Dirty filters to be kept and cleaned and then kept as the spares. Bob would like to have a water hydrant installed at the Crossman fire shed whilst there are others being installed around town. Will be easy to install as there is already a water pipe there.

Brant Lehmann – Doesn't believe that the five courses that need to delivered wont be done over the next 12 months as there is a back log at DFES, people aren't keen to do training in Winter (family/life/work balance) and there isn't time during the fire season, Biggest fear is not having enough volunteers trained to enter the fire ground when the fire season kicks off. Revisit the list of volunteers trained to enter the fire ground before the season opens.

Paul Lloyd – Crossman brigade received grants from Newmont and South32 to put members through there HR truck license and to install a wash down bay at there brigade shed. Members who do not pass there license first time will need to pay for sub sequential tests.

Kevin Petch – Reminder to brigades that Fuel Cards are only to be used for brigade appliances not privately owner farm-fire vehicles. Fuel docket receipts also need to be sent into the Shire Office – with any relevant notes, as soon as possible.

11. TRAINING CALENDAR

12. OTHER GENERAL BUSINESS

13. CLOSURE OF MEETING

There being no further business, Cr Lee Lewis, declared the meeting closed at 7:15pm.

Terms of Reference

Bush Fire Advisory Committee (BFAC)

1. NAME

The Name of the Committee is the Shire of Boddington Bush Fire Advisory Committee.

2. HEAD OF POWER

The Committee is established by Council under Section 67 of the *Bush Fires Act 1964*.

3. DEFINITIONS

- Committee means the Shire of Boddington Bush Fire Advisory Committee (BFAC)
- Council means the Council of the Shire of Boddington
- Elected Member means a Councillor of the Shire of Boddington

4. OBJECTIVES

4.1 To provide a forum for discussion and to advise Council on all matters relating to:

- The preventing, controlling and extinguishing of bush fires
- The planning of the layouts of firebreaks in the district
- Prosecutions for breaches of the *Bush Fires Act 1954*
- The formation of Bush Fire Brigades and the grouping thereof under group Brigade Officers.
- The ensuring of cooperation and coordination of Bush Fire Brigades in their efforts and activities.
- Any other matters relating to bush fire control whether of the same kind as, or different kind of those specified.

5. COMMITTEE STRUCTURE

5.1 The Committee shall consist of the following members, ex officio members/observers and staff.

5.2 Delegated voting membership

- 1 x Elected Member
- 1 x Chief Bush Fire Control Officer
- 1 x Deputy Chief Bush Fire Control Officer
- 4 x Brigade Captains / or an office bearer of the Brigade as nominated by the Captain.

5.3 Ex Officio Members and Observers

- 1 x Department of Fire and Emergency Services representative
- 1 x Department of Biodiversity, Conservation and Attractions representative

- 1 x Saddleback Tree Farms representative
- 1 x Newmont Boddington Gold representative
- 1 x South 32 representative
- 1 x Forrest Product Commission representative

5.4 A quorum will be 4 voting members.

5.5 The Committee may invite appropriate persons to attend any meeting but such persons shall not be entitled to vote on any decision arising out of that meeting.

5.6 The committee is supported by the Executive Manager Development Services

6. TERMS OF APPOINTMENT

6.1 The Elected Member is appointed by Council following ordinary Local Government elections for a term of up to two years to expire on the date of the subsequent ordinary Local Government elections.

6.2 If an elected member resigns or becomes ineligible prior to an ordinary Local Government election, Council will appoint a replacement.

7. PRESIDING PERSON

7.1 The nominated Elected Member shall fulfil the role of the Presiding Person.

7.2 In the absence of the Presiding Person the Chief Bush Fire Control Officer shall assume the role of Presiding Person.

7.3 In the absence of the Presiding Person and Deputy Presiding Person the Committee members present at the meeting are to choose one of themselves to preside the meeting.

7.4 The role of the Presiding Person includes:

- Ensuring all Committee members have an opportunity to participate in discussions in an open and encouraging manner and;
- Where a matter has been debated significantly and no new information is being discussed, to call the meeting to order and ask for the debate to be finalised and the motion to be put.

8. MEETINGS OF THE COMMITTEE

8.1 The Committee shall meet annually for its annual general meeting in July and then as required.

8.2 Extra meetings of the committee may be convened:

- a) By the Presiding Member
- b) By written notice to all Committee members, such notice being signed by at least four members of the Committee, giving not less than seven (7) days' notice and stating the purpose of the meeting.
- c) By the Council

9. REPORTS TO THE BUSH FIRE ADVISORY COMMITTEE

9.1 Each fire brigade Captain on the Committee shall submit a report of the Brigade's training activities, vehicle and equipment status, and general business, to each meeting of the Bush Fire Advisory Committee.

10. POWERS OF THE COMMITTEE

10.1 The Committee is a formally appointed committee of Council and is responsible to that body.

10.2 The Committee does not have any delegated authority.

10.3 Committee recommendations must be adopted by Council during a formal Council meeting, or approved by the Chief Executive Officer where delegation exists, before they can be implemented.

10.4 Members of the Committee are not permitted to speak to the media as representatives of the Committee unless approved by Council.

11. SUBCOMMITTEES

11.1 The Committee may establish and appoint members from within its number to subcommittees to consider any specified matter or matters within the general remit of the Committee objectives.

11.2 The Committee shall determine the terms of reference for any subcommittee it so establishes.

11.3 A subcommittee so appointed shall report to the Committee in a frequency and manner determined by the Committee.

12. VOTING

12.1 Each voting member of the committee present during a meeting will have one vote.

12.2 The Presiding Person does not have a casting vote in the event of equality of votes.

12.3 In the case of an equality of votes the recommendation shall be determined in the negative.

12.4 The names of members voting for and against are to be recorded in the minutes.

13. REPORTING REQUIREMENTS

13.1 The Presiding person at a meeting is to ensure that Minutes are kept of the meetings proceedings.

13.2 Recommendations arising from the Minutes requiring a Council decision shall be presented to Council at the next Ordinary Council Meeting or earliest available Council meeting if it is not possible to present the Minutes to the next Ordinary Council Meeting.

14. CODE OF CONDUCT

14.1 All Committee Members must abide by the Council and Committee Members Code of Conduct.

15. TERMINATION OF THE COMMITTEE

15.1 The Committee can be terminated at the discretion of the Council.

HOW TO OBTAIN PERMITS

Burning permits can be obtained from your local
Bush Fire Control Officer:

Chief BFCO	Bob Jones	0419 041 139
Deputy Chief BFCO	Brant Lehman	0427 267 773
Boddington	Jared Green	0402 337 167
	Daniel Carrotts	0455 604 500
	Peter Clements	0427 381 730
	Paul Patrick	0427 470 346
Crossman	Paul Lloyd	0407 778 066
	Jeremy Lobb	0467 421 332
	Brad Hardie	0427 841 035
	Greg Day	0427 838 137
Marradong	Mark Roberts	0409 686 036
	Damien Batt	0429 110 911
	Adam Durack	0427 838 865
Quindanning	Brad Morgan	0427 857 058
	Aaron Foster	0437 445 871
	Wayne Littleton	0488 220 213
	Kingsley Foster	0448 718 552
Shire	Kevin Petch	9883 4999

Contact Us

Phone : 08 9883 4999
Email : shire@boddington.wa.gov.au
Address : 39 Bannister Road, Boddington
Website : www.boddington.wa.gov.au

IN THE EVENT OF A FIRE
CALL 000 FIRST

IMPORTANT DATES TO REMEMBER

BURNING PERMITTED – BE RESPONSIBLE

27 April 2024 – 1 November 2024

RESTRICTED PERIOD – PERMIT REQUIRED

2 November 2024 – 14 December 2024

FIRE PREPAREDNESS WORKS DEADLINE

To be completed by: **15 November 2024**
Maintained up to and including: **26 April 2025**

PROHIBITED BURNING PERIOD

15 December 2024 – 14 March 2025

RESTRICTED PERIOD – PERMIT REQUIRED

15 March 2025 – 26 April 2025

BURNING PERMITTED – BE RESPONSIBLE

27 April 2025 – 1 November 2025

NOTE

- Unseasonal weather conditions may necessitate a variation to the above dates.
- Burning is prohibited on days where the Fire Danger Rating is high or above and if either a Total Fire Ban or Harvest and Vehicle Movement Ban is declared.
- During Restricted Periods you must have a permit for all fires including incinerators.

Bush Fire Notice

2024 - 2025

Firebreak and fuel hazard reduction requirements

As a landowner you have responsibility to manage your property to reduce the risk of fire. This brochure advises what actions you must take by 15 November 2024.



FIREBREAK NOTICE

BUSH FIRES ACT 1954

As the landowner or occupier you are required under the provisions of the Bush Fires Act 1954 to carry out the fire prevention work on your property to the satisfaction of the Shire or its duly authorised officers on or before **15 November 2024**. All land is to be maintained up to and including **26 April 2025**.

All previous versions of this document are hereby cancelled. **Properties subject to an approved Bushfire Management Plan must comply with the requirements of their plan.**

Persons who fail to comply with the requirements of this notice may be issued with an infringement notice or be prosecuted. Where the owner fails to comply with the requirements of the notice, the Shire may carry out the required work at cost to the owner/occupier.

If it is considered for any reason impractical to clear Fire Access Tracks or remove flammable material as required by this notice, or if natural features render Fire Access Tracks unnecessary, you may apply to the Shire in writing no later than **30 September 2024** for permission to provide Fire Access Tracks in alternative positions or to take alternative action to abate fire hazards on the land. If permission is not given, you must comply with this notice.

INSPECTION AND COMPLIANCE

The requirements of this Notice are considered to be the minimum standard of fire prevention work required to protect not only individual properties, but the district generally. In addition to the requirements of this Notice, the Shire may issue separate special orders on owners or occupiers if hazard removal is considered necessary. As required, the Shire Fire Control Officer will begin conducting onsite inspections from 15 November 2024 through to 26 April 2025.

TOWNSITE AREAS OF BODDINGTON AND RANFORD

All town lots under 10,000 square metres in area and all fuel depots within the Shire are required to be cleared of all debris and flammable material to a height not more than 50mm.

Lots 10,000 square metres and over are to have a minimum 2.5 metre wide and 4.0 metre vertical clearance Fire Access Track (often referred to as Firebreaks), installed immediately inside all external boundaries. An area 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all buildings and fuel storage areas.



SMS ALERTS

Broadcast of local Harvest and Vehicle Movement Bans, Total Fire Bans and other information. Subscribe via [Boddington.wa.gov.au/ Fire](http://Boddington.wa.gov.au/Fire) and Emergency Services / SMS Notifications. **Please Note:** SMS alerts do not include alerts about fires or other emergencies. For those updates see:

emergency.wa.gov.au



ALL OTHER AREAS

A Fire Access Track (often referred to as a Firebreak) not less than 2.5 metres wide and 4.0 metre vertical clearance must be established along, inside and as close as practically possible to all external boundaries of each property (i.e. cleared/part cleared or uncleared land) and where the boundary is adjacent to or adjoins a used gazette road. A Fire Access Track can deviate up to 250 metres around natural rock formations, deep gullies and the like, without submitting an exemption request.

In the interest of protection from soil erosion, Fire Access Tracks may be established on the land contours but only with a prior approval of the Shire or its duly authorised officer. An area at least 20 metres wide cleared of all flammable material shall be established immediately around the perimeter of all homesteads, buildings, haystacks and fuel storage areas.

BARBEQUES

Solid fuel barbeques are prohibited when the fire danger rating is high or above and/or when a Total Fire Ban has been declared. Gas cooking or electric barbeques are permitted for the purpose of cooking only.

ALL PROPERTIES TO BE FIRE SAFE BY 15 NOVEMBER 2024

If you do not meet your responsibilities as outlined in this brochure, you may be fined a minimum of \$250 and be required to meet the cost of the Shire's efforts to ensure compliance with this Notice. Ultimately you could be liable for a maximum penalty of \$5,000 plus costs.

ADVICE IS AVAILABLE

Further advice on how to protect your home, when and how to burn, is available from Ranger Services or your local Fire Control Officer. If you have any questions please contact them.

CBFCO Report BFAC 2023-2024

July 30th 2024

With the extended and unseasonable hot dry period during March and April this year, the prohibited burning period had to be extended several times to ensure community safety, permits were issued however under very strict controls to those farming enterprises that needed to clear stubble paddocks for seeding. This approach went well with prior planning and commonsense prevailing resulting in no unnecessary incidents.

Plans are being laid for several reserves within the shire that are long overdue for fuel load reduction burns to be attended to. This work is expected to be carried out during the coming spring under the direction of the Fire Mitigation Officer, Dustin Winzer.

In-house training is ongoing within the Brigades themselves plus various courses being scheduled by DFES both within Boddington and our neighbouring districts that have received interest. Juggling work commitments and family time has and will always be the bug-bear for volunteers to commit and attend training courses.

Brant Lehmann (DCBFCO) is the brigades Training Officer for the Shire and has taken it upon himself to train and attend the necessary courses, (in his own time) which will enable him to become a fully accredited DFES Training Course Assessor. Once achieved, this will enable more training courses to be structured and completed in Boddington in line with our volunteers free-times and work schedules .

The brigades turned-out and responded to over 25 incidents throughout the period. Many were the result of triple 'O' calls from COMCEN which all require investigation regardless of the time, location or sketchy nature of the report. My thanks to those dedicated volunteers who turned-out and attended to these incidents in a professional and timely manner.

The Quindanning 4.4B is currently at South West Fire in Collie receiving a full service with the Quindanning 2.4B to follow on its return.

The Boddington light tanker is due for a pump service & pressure test, which will be attended to following receipt of the Hi-Season L/T's before the start of the season. All other fire appliances in the district are in good condition and ready for the coming fire season.

It is hoped that the two promised High Season L/T fire appliances from DFES will arrive prior to this years coming fire season.

The detailed draft proposals of the Bush Fire Division Operating Procedures 2024-2029 together with the Bush Fire Brigades Local Law documents have been received from the local government.

These comprehensive and detailed documents have been distributed to the local Brigades plus other qualified personnel for comment and discussion.

While it is imperative that all bush fire brigade members should be adequately trained and equip to operate the fire appliances provided by DFES, it would be a brave but foolish Incident Controller that attempted to remove a volunteer from the fire ground who was considered 'not trained' but was there to help his neighbour in need.

We must be careful not to put unnecessary rules, regulations and hurdles in their way or we will cease to attract new volunteers and be in danger of loosing those that we already have.

An interesting statistic just to hand is DFES have established that the average volunteer travels a distance of 10 kilometres too & from training and call-outs each time in their own private vehicles per year. This is estimated at +/- \$2,000/- over a twelve month period per volunteer, in fuel cost alone.

HEMA Navigators have been purchased and installed in all the fire appliances. These are a great and necessary tool when traversing fire grounds in unfamiliar territory at night.

The WAERN radios in all the appliances and base stations, including the SES station and RCR vehicle have now been checked by ComMarine including several in private vehicles which required attention.

The acquisition of a StarLink or similar Satellite communications system for the Incident Control Vehicle would make it fully versatile and capable of operating anywhere at anytime regardless of the location or terrain.

If this system cannot be funded through the ESL or LGGS then I would suggest NBG & South32 be approached to consider sponsorship of a worthy project such as this.?

No accidents or injuries were recorded during this reporting period and I believe the brigades are well equip and ready for the coming fire season.

Many thanks to Captains Paul Lloyd, Jarred Green and Brad Morgan plus Jeremy Lobb for their professional support throughout the year. The quick turn-out responses to incidents are a credit to their team leadership which resulted in rapid containment and early completion to many of the fires.

And a special thanks to my DCBFCO Brant Lehmann for his ongoing support and invaluable assistance throughout the year.

Robert A.M. Jones.
CBFCO
30/07/2024

General Discussion & Action Points

1. What is the current status of the applications to DFES (LGGS) for additional fire appliances.?
2. What is the LGGS budget allocation for VBFB's this coming financial year.
3. Change out the large Halogen lights in the Marradong VBFB fire shed/s to LED's.
(as per my 2023 report).
4. Safety Mesh to be installed under the clear Perspex roof panels of the Fire shed/s, or alternatively remove and replace these Perspex sheets altogether.
(as per my 2023 report).
5. Upgrade to the Boddington VBFB station office as a central training venue for all the brigades. Items required to make this happen are;
 - Split system air conditioning.
 - Large electronic smart screen board.
 - Additional office chairs.(as per my 2023 report)
6. Acquisition of a 12m x 3m skid mounted on-site lockable office/secure storage/training room for the Marradong VBFB station, for installation after the proposed site works have been completed.
7. Fire Hydrants:
 - Town Hall site.
 - Car park & turn around area south of town.
 - Crossman fire shed.

Robert A.M. Jones.
CBFCO
30/07/2024



Marradong Volunteer Bush Fire Brigade.

6234 Pinjarra/Williams Road.

Marradong. 6390

Western Australia

Tel: 0419-041-139 Email: robbitybob1@gmail.com

2023-2024 Activity Report

The Brigade held its Annual General Meeting (AGM) at the fire station on Wednesday 17th July 2024 at which time the following members were reconfirmed as office bearers of the Marradong Volunteer Bush Fire Brigade for the coming 2024-2025 season.

		DFES
Captain & FCO.	Robert Jones.	143710
Secretary/Treasurer:	Mark Mulcahy.	169633
1st Lieutenant & FCO.	Brandt Lehmann.	170352
2nd Lieutenant & FCO.	Marc Roberts.	173443
3rd Lieutenant & FCO.	Damien Batt.	129759
4th Lieutenant & FCO.	Nick Hayward.	180351

Fire Control Officer:

Adam Durack.	Fire Fighter & FCO	143897
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Well done to Nick Haywood for completing the Fire Control Officers (FCO) and the four day Incident Controllers Level-2 Courses over the past period. A great effort.

Incidents:

The brigade turned out and attended to and/or assisted in 15 fires &/or incidents for the season.

Accidents/Incidents:

No accidents, injuries or record-able incidents were reported by any member of the brigade during any of the call-outs attended.

ISUZU 2.4B Fire Appliance:

It is in top condition, fully serviced and ready for any call-out that may occur. It has 20,950 kms operating hours on the clock as of July 2024.

AVL checks are performed religiously on the 1st of each month.

PPE:

Apart from a couple of new uniforms and torches needed, general PPE items and equipment appear to be adequate for the coming season. Gloves, masks and safety glasses being the only consumable items needed for replacement.

Membership/Moral:

Active membership stands at around ten (10) and depends mainly upon mining shift work and rostered times from a total of twenty (20) registered members. We are only able to field a crew of three (3) for the 2.4B at any one time. Moral in the brigade is high, with all members contributing to the efficient running of the brigade.

Training:

Most of our active members in the brigade have attended and completed the Basic Fire Fighting courses.

Our district training officer DCBFCO Brant Lehmann is in the final stages of becoming a DFES approved Training Officer & Assessor which will enable training to be better streamlined to suit our members who are shift workers throughout the district. This has been done by no small effort by Brant who should be commended for his efforts and tenacity in achieving this during his own free time. Well done.

The training and qualifications of our members who are employed full-time in Emergency Response Teams (ERT's) at the Newmont Boddington Gold Mine &/or the South32 bauxite mines, are still not recognised by DFES however under the new local law their qualifications and prior learning will be recognised and accepted by Local Government.

I thank the LG for their foresight on this as it is a great step forward and has been well received by the brigade volunteers especially those who are ERT mine workers and valuable brigade members.

ESL Funding Requirements:

A separate itemised list of requirements and safety items requiring ESL Funding for 2024-25 will be compiled and submitted to the Boddington Ranger for procurement.

R.A.M. (Bob) Jones.

Captain & FCO.

General Discussion Action Points

- What is the status of the applications to DFES (LGGS) for additional fire appliance ie: Light Tanker.”?
- My request last season that the Shire include the Marradong Fire Shed on its annual routine maintenance list for;
 - Rodent & ant pest control.
 - Exterior Weed Spraying.
 - Gutter Cleaning.

has been effective and well received and needs to be ongoing.

- Request a spare set of Air Cleaner Filters for the 2.4B that can be changed out or swapped each time after deployment. These need to be cleaned off-site.
- Request from members to use the truck parking bay on the south side of town, to wash down the appliances and hoses prior to parking back at the fire shed.

Currently the brigades are left to wash and clean the appliances and lay flat hoses on the dirt/gravel entrance to the fire shed resulting in a boggy and unsightly mess which then tracks dirt and gravel back into the station. This also has the potential to create a bio-contamination (Die-Back) situation which is not acceptable.

- Change out the large Halogen lights in the fire shed/s to LED’s.

- Safety Mesh to be installed under the clear Perspex roof panels of the Fire shed/s or remove them altogether and replace with colour bond sheets.
(this was reported as a safety issue in my 2016, 2017, 2021 & 2022 reports)
- Acquisition of a 12M x 3m Donga style office/store room/change room

R.A.M. (Bob) Jones.

Captain & FCO.

Boddington Volunteer Bush Fire Brigade

AGM July 2024

Attendance

- Rosie Newnham, Jared Green, Peter Clements, Mitchel Hobbs, David Thompson, Grahame Thompson, Bob Jones, James Wickens, Charlie Gardiner

Apologies

- Daniel Carrotts, Alise Manners, Grant Leiman, Paul Patric

Meeting

Position	2023	2024
Capitan	Jared Green	Jared Green
1st lieutenant	Daniel Carrotts	David Thompson
2 nd lieutenant	David Thompson	Daniel Carrotts
3rd lieutenant	N/A	Mitchell Hobbs
FCO	Daniel Carrotts	Paul Partic
FCO	Peter Clements	Peter Clements
Président	Rosie Newnham	Rosie Newnham
Secretary	Rosie Newnham	Rosie Newnham
Treasurer	Alise Manners	Alise Manners
Equipment Officier	Mitchell Hobbs	Mitchell Hobbs
Equipment Officier	Zoe Swift	David Thompson

Meeting held at town shed on the
23rd of July 2024 1830 - 1930



Boddington BFAC Report – 30 July 2024

Bushfire Pre Season Summary

Training

Rural Fire Awareness: (For Farm response)

Training available online through the Volunteer Hub. Will take a couple of hours to complete.

Bushfire Safety Awareness (For White Truck response)

Training can be completed as a hybrid training package.

Training can be undertaken online with a half day face to face component to complete the course rather than a full two days face to face.

High Season Aircraft

- Grain Harvest Strategy with forward basing of fixed wing bombers in Geraldton, Cunderdin, Narrogin and Esperance during harvest. These and other water bombers have been deployed to over 30 bushfires across the Upper Great Southern Region last season.

As many people know, water bombers can't operate without trained ground controllers on site and firefighters understanding the importance of clearing the drop zone. We strongly encourage shires to have more trained ground controllers and let their firefighters know about clearing the drop zone.

State Operational Support Fleet (SOSF)

The vehicles are a state resource and will be allocated to meet the risk of the region.

It is expected that the vehicle is available not just for local government response but for regional response 24/7.

The region Superintendent will reallocate to areas to meet the region risk and if the vehicle is regularly not responded when requested.

Last season there has been 15 SOSF appliances out to shires and brigades. This program has meant that shires have additional resources available for fires within their shire. It is important to ensure that they are well used and fire reports are completed to assist the business case for future use.

Key Learnings/ Considerations

- **Safety** – There was a tragic incident resulting in loss of life in Esperance and in our own region several injuries. The importance of good training, PPE and safe practise to keep all responders safe is continued to be significant.

- **Machine costs:** If requesting DFES to meet contractor costs you need to have this confirmed before engaging the contractor. Calling the Regional Duty Co-ordinator 1800 865 103 and confirming the rate and length of time is best way to do this and invoices get emailed to rocgsnar@dfes.wa.gov.au

- **Reporting all fires (as they are happening or as close to):** This is key to activate you under the Bushfires Act and allows coverage for your insurance and for the expenditure of money. 000 is how the community do it but for FCO's and brigade members calling COMCEN.

Attached to this is a useful sheet for all FCO's and Captains. This sheet helps you give a sitrep (in the first 15 minutes of arrival) and get public information out or support.

- **Fire Bombing:** Importance of requesting water bombers early (you will need to give a sitrep PAFTAC) and having ground controllers available at the fire to direct water bombers. We strongly encourage shires to have more trained ground controllers and let their firefighters know about clearing the drop zone



Please find attached documents relating to:

PAFTACS guide
Operational reference sheet
Volunteer Hub log in guide.

Thank you for your support of your communities and your neighbouring communities.

Thanks,

Adam Whitford
Area Officer Narrogin West
0475 397 201
aowestuppergreatsouthern@dfes.wa.gov.au



Boddington BFAC Meeting – Boddington 30th July 2024.

Forest Products Commission Report (July 2024)

- FPC continues to establish new softwood plantations through the Boddington and adjacent shires as pt of the WA governments \$350M softwood investment program.
 - *As of July 2024, FPC has 585 ha plantations within the Boddington Shire across 8 properties/plantations.*
 - *560 ha softwood plantings (FPC owned & Sharefarm partnerships)*
 - *25 ha WA Sandalwood (Sharefarm partnerships)*
- As the FPC's plantation area expands along with private softwood plantations in some shires there are ongoing discussions within the FIFWA plantation growers' group to develop a coordinated bushfire mitigation and response approach with the local Fire management networks and brigades.
- FPC along with Shires and other Plantation managers are keen to see the revised DFES *Guidelines for Plantation Fire Protection* due out later this year from the Rural Fire Division.
- Given the recent dry summers and ongoing limitations of reliable water sources to support fire response around the plantation estate FPC has commenced installing emergency water tanks across some properties. These tanks will provide first responders and incoming resources with safe access to reliable water points in the area. Local brigades will be encouraged to get familiar with these tanks as they are established to ensure their appliances can access water in an emergency. FPC is also maintaining the "reliable" dams on the new properties and are safely accessible for ground crews in a fire situation.

These 60,000L tank recently installed in West Arthur/ Boyup Brook shires alongside new softwood plantations.



- All new plantings will have a Fire Operation map developed and will be included in the FPC Plantation Fire Management Plans for each shire. These maps / plans will be forwarded to the CBFCO and local FCO's and laminated map copies placed at key entry points to the plantation for emergency fire response needs. FPC along with other plantation managers are also looking to provide digital; access to maps via QR codes that will eventually appear on the Property Sign and associated maps once developed.

- FPC has recently put 32 operational staff through the DFES *Plantation Fire Fighting* training module in Collie and Bridgetown. This training allowed FPC's experienced plantation staff to share their knowledge with the younger staff who have joined FPC in recent years. These new staff are keen to be involved with FPC's future fire management responsibilities.
 - *FPC is looking to maintain 40-45 operational staff across 4-5 workcentres to meet obligations to the new plantation estate*
- FPC is currently looking to establish formal fire suppression rates with some timber Industry operational contractors who have expressed interest in providing resources and equipment. This will provide valuable support the local brigade networks in protecting the FPC's and broader industries plantation estate. Engagement of these contractors will be via the FPC Fire Duty officer on FPC managed properties, and all operators must have completed the DFES *Rural Fire Awareness* online training as pt of the requirements.
- The FPC's 2023/24 *Community Fire Grants* were again popular this year with five shires obtaining some funds to acquire some suppression additional equipment and attend some extra training. The 2024/25 Grants will be advertised prior to next summer to those shires where the softwood expansion is occurring. Fast fill trailer units are proving very popular items along with H/Held WAERN & UHF Radios.

My apologies for being unavailable for this meeting.

Should anyone require any additional information into FPC's activities and fire protection mitigation measures please feel free to contact myself.

Kind Regards

Greg Hodgson

Manager Fire Protection

Forest Products Commission

Level 2, 61 Victoria Street, Bunbury WA 6230 Phone: (08) 9725 5246 | Mobile: 0429 206600

| Email: greg.hodgson@fpc.wa.gov.au

Web: www.fpc.wa.gov.au | www.facebook.com/fpcwa | www.twitter.com/fpcwa

Bush Fire Division Operating Procedures 2024 - 2029

Version 1.1

Date: July 2024



Amendment List

Number	Date	Details	Amended By
1.1	July 2024	Initial Issue	Shire ESO & EMDCS

To forward feedback, copy the relevant section, mark the proposed changes and forward it to:

Ranger & Emergency Services Officer, ranger@boddington.wa.gov.au
Shire of Boddington, 39 Bannister Road, PO Box 4 Boddington WA 6390

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Introduction

The Shire of Boddington is responsible for the establishment and administration of Bush Fire Brigades within the Shire of Boddington in accordance *with Section 41 of the Bush Fires Act 1954*. The Shire of Boddington is responsible for insurance of Bush Fire Brigade Members and Emergency Service Levy associated appliances and equipment.

The Bush Fire Advisory Committee (BFAC) reports and makes recommendations on strategic matters to Council.

The Bush Fire Division within the Shire of Boddington, consists of the following four (4) established Bush Fire Brigades: Boddington-Town, Crossman, Marradong and Quindanning.

Purpose

The Shire of Boddington Bush Fire Brigade Operational Procedures outlines the working structure of Bush Fire Brigades and can be reviewed by the Shire and or the BFAC at any time. The Bush Fire Division Operating Procedures are to be referred to by; the Shire of Boddington Staff, the BFAC and Bush Fire Brigades Members. The Procedures set normal operational and strategic procedures for administration and maintenance of Bush Fire Bush Brigades in the Shire of Boddington. If there is an anomaly within the Procedure, then the *Bush Fires Act 1954* will take precedence.

A current copy of these Bush Fire Division Operating Procedures should be available at each of the Brigade Stations and retained in the Shire's ECM system.

Review

The Shire of Boddington Bush Fire Brigade Operating Procedures will be reviewed every five years. Amendments can be made at any time to be approved by the BFAC.

Interpretation

In these procedures, unless the context otherwise requires:

"Absolute Majority" means more than half of the total votes of those eligible to vote whether present or not.

The **"Act"** means the *Bush Fires Act 1954* and amendments.

"Auxiliary" means a member that provides support to operational fire fighters of the Brigade and must be a minimum of sixteen (18) years of age.

"BFAC" means the Bush Fire Advisory Committee appointed by the Shire of Boddington.

"Brigade" means a unit of Fire Fighters based at a specific location. A Brigade is a sub-unit of a Division.

"BRMC" means Bush Fire Risk Mitigation Coordinator for the Shire of Boddington

"Cadet" means a member of an Emergency Services Cadet unit, aged between twelve (12) and up to sixteen (16) years of age. The member is not allowed to carry out operational firefighting duties.

"CBFCO" means the Chief Bush Fire Control Officer appointed by the Shire of Boddington.

"CEO" means Chief Executive Officer of the Shire of Boddington.

"Council" means the Shire of Boddington Council.

"DCBFCO" means a Deputy Chief Bush Fire Control Officer appointed by the Shire of Boddington.

"DFES" means the Department of Fire and Emergency Services.

"Division" means the collective of all Brigades within the Shire of Boddington.

"EMDCS" means Executive Manager Development and Community Services of the Shire of Boddington.

"ESO" means the Emergency Services Officer for the Shire of Boddington

"FCO" means a Fire Control Officer appointed by the Shire of Boddington.

"Fire fighter" means a member of a Brigade with the competency and currency to carry out operational firefighting duties.

"Local Government" means the Local Government established under the *Local Government Act 1995*.

"Normal Brigade Activities" as defined in *Section 35A of the Act*.

"Ordinary Meeting" means any meeting of the Brigade other than an annual general meeting, operational meeting or a special meeting.

The **"Regulations"** means the *Bush Fires Regulations 1954*.

Authorisation

These procedures have been produced and issued under the authority of the Shire of Boddington in accordance with the *Bush Fires Act 1954* and Shire of Boddington Bush Fire Brigades Local Law 2023.

SECTION ONE - Bush Fire Division Administrative Procedures

1. Volunteer Bush Fire Division

1.1 Vision

To protect our volunteer members, the community and our environment. Be committed to providing an environment in which all persons can expect to be treated equally and with respect.

1.2 Our Values

- ❖ Mutual respect;
- ❖ One Bush Fire Division, several Brigades, many members, one purpose;
- ❖ Integrity and trust;
- ❖ Strive to keep ourselves and others safe;
- ❖ Support, friendship, camaraderie; and
- ❖ Knowledge and learning.

1.3 Objectives

The Shire of Boddington Volunteer Bush Fire Division, Brigades undertake the following objectives:

- ❖ Provide timely, quality and effective emergency service;
- ❖ Minimise the impact of emergencies on the community;
- ❖ Work with the community to increase bush fire awareness and fire prevention strategies;
- ❖ To ensure that bush fire brigade volunteers receive appropriate training for their respective roles within the brigade;
- ❖ Ensure that operational equipment is serviceable and available for emergencies;
- ❖ Provide a workplace that is safe and everyone is treated with respect in an environment that is free from discrimination and harassment;
- ❖ Work cohesively with other emergency management agencies; and
- ❖ Report to Council through the Bush Fire Advisory Committee (BFAC) on any relevant matters.

1.4 Establishment of a Bush Fire Division

The Shire of Boddington may establish a Bush Fire Division, consisting of several Bush Fire Brigades for the purpose of carrying out normal brigade activities in accordance with *Section 41 of the Bush Fires Act 1954*. The BFAC will report to Council on the wellbeing and structure of any Bush Fire Brigade within the Shire of Boddington and from time to time review the operational functionality of all Bush Fire Brigades. This review will be conducted using the provisions of this document and any other available tools. All members of a Bush Fire Brigade must be a registered brigade members for insurance purposes. A register of members will be maintained by the Shire of Boddington.

1.5 Bush Fire Division and Brigades Management Structure

The Shire of Boddington is to ensure there is an appropriate structure through which the organisation of a Bush Fire Division and Brigades can be maintained. In consultation with the Bush Fire Brigades and through the BFAC, the Shire will appoint two Bush Fire Division Officers, being a Chief Bush Fire Control Officer (CBFCO) and a Deputy Chief Bush Fire Control Officer (DCBFCO).

The CBFCO, DCBFCO appointments are for a 1 year term. The incumbent continues in their role (unless terminated or resigned) until a new appointment or reappointment occurs. The Shire of Boddington CEO appoints a suitable person to each position after calling for nominations and receiving a recommendation from the Bush Fire Advisory Committee. (Reference: Register of Delegations, Section 3.1.8)

At each Brigades Annual General Meeting (AGM) (See Section 4.2), each individual Brigade shall nominate their Captain, Fire Control Officers, Lieutenants and other key positions for their Brigade for the following year. FCO Nominations will be by Brigades and reviewed then appointed by the Shire. These appointments are for 1 year. The incumbents continue in their role (unless terminated or resigned) until a new appointment or reappointment occurs.

1.5.1 Bush Fire Brigade

- ❖ Has a complete and maintained brigade structure (refer to complete structure in 1.5.2 below);
- ❖ Has a succession plan in place for all senior officers;
- ❖ Maintains a 2 crew shift per allocated appliance; (Each Brigade Captain may set a minimum requirement of 3 crew for Truck appliances)
- ❖ Predominantly has at least one, but preferably two Emergency Services Levy (ESL) supplied appliance/s;
- ❖ As relevant reports to the CBFCO and DCBFCO and BFAC and the Shire of Boddington on all matters involving the Brigade;
- ❖ Responds to any incident in a timely manner;
- ❖ Holds an AGM once a year in accordance with this document (See Sections 1.5 and 4.2) and reports to the Bush Fire Advisory Committee and Shire of Boddington;
- ❖ Ensures all active members that have been granted 'Operational Bush Firefighter Status', as approved by the Shire Chief Executive Officer, should hold current and up to date qualifications in accordance with this document and Council Policy;
 - ❖ Holds and maintains radio communications with the CBFCO and the Bush Fire Network;
 - ❖ Ensures all active members are trained and competent with use of the appliance/s allocated to the Bush Fire Brigade; and
 - ❖ Ensures all Active members are competent in radio communications.

1.5.2 Complete Brigade Structure (Bush Fire Brigade)

The following positions should form part of a Brigade structure:

- | | |
|---|---------------------|
| • Brigade Captain | (See section 1.7.1) |
| • Brigade Lieutenants | (See section 1.7.2) |
| • Brigade President (optional) | (See section 1.7.3) |
| • Brigade Secretary | (See section 1.7.4) |
| • Brigade Treasurer | (See section 1.7.5) |
| • Brigade Training Officer | (See section 1.7.6) |
| • Brigade Trainers (optional – as many as required) | (See section 1.7.6) |
| • Brigade Equipment Officer | (See section 1.7.7) |
| • Brigade 'Operational Firefighter Status' Members | (See section 1.7.8) |
| • Brigade Recruits (Non-Operational) | (See section 1.7.9) |

- Brigade Support Members (Non-Operational)
- At least two qualified Brigade 'Fire Control Officers'

(See section 1.7.10)

(See section 1.8)

1.6 Reporting Lines

The Shire of Boddington has overall management responsibilities of the Bush Fire Division and its Brigades. The CBFCO has delegated authority from the CEO to manage day to day operational management of the bush fire network, Level One (1) Bush Fires and all other delegations as approved by the CEO. The BFAC is a committee of Council and reports on strategic matters of fire control and management of the bush fire brigade network.

1.7 Bush Fire Brigade Office Bearers - Roles and Responsibilities

1.7.1 Captain

The Captain of a bush fire brigade is responsible for the leadership and management of the bush fire brigade. The position reports to the CBFCO on Brigade related matters. Brigade members are to report directly to the captain of their bush fire brigade.

The duties of a Captain include but are not limited to:

- ❖ Demonstrate positive leadership and mentor members;
- ❖ May take on an 'Operations Officer' role or 'Sector Commander' role at incidents;
- ❖ In the absence of an FCO may take overall charge of an incident;
- ❖ Ensure incident control systems and management principles are implemented and maintained during all emergency incidents if required;
- ❖ Maintain a personal incident diary and record of fire incidents as well as events and decisions made at incidents;
- ❖ Conduct brigade briefings and host post incident analysis of any incident;
- ❖ Undertake responsibility for the proper management and maintenance of brigade property and equipment;
- ❖ Ensure all Active Members are trained to basic specified standards;
- ❖ Ensure all Active Members are equipped with current Personal Protective Clothing and Equipment once required training is completed;
- ❖ Report any injuries of personnel or damage to firefighting equipment immediately to the Chief Bush Fire Control Officer or Shire Emergency Services Officer; and
- ❖ Maintain safety standards within the brigade.
- ❖ Ensure a Fire-Incident-Report-System report form is completed for all fire incidents (and emergencies) attended by the Brigade and ensure a copy of each completed report is submitted to the CBFCO and Shire of Boddington as soon as practicable.

Preferred Qualifications

- Firefighting experience of 2 years and preferably some time spent as a lieutenant.
- Competently completed the following DFES courses or approved equivalent:
 - Bushfire Safety Awareness , including AIIMS Awareness
 - Bush Firefighting Skills

1.7.2 Lieutenants

The duties of a Lieutenant include but are not limited to:

- ❖ Attend bush fires and prescribed burns as required;
- ❖ Operate firefighting equipment and appliances; and
- ❖ Provide support to the Captain and assist with operational management of the brigade.

Lieutenants Preferred Qualifications

- Firefighting experience of 2 years and preferably some time spent as a Senior Fire Fighter or above.

Lieutenants and Active Fire Fighters Required Qualifications

- Competently completed the following DFES courses or approved equivalent:
 - Bushfire Safety Awareness , including AIIIMS Awareness
 - Bush Firefighting Skills

Note: In the absence of a Captain, the next highest ranking Lieutenant may take the role of Captain.

1.7.3 Brigade President (Optional)

- ❖ This is a position that can be utilised to assist the Brigades Captain and members, by presiding over all Brigade meetings as the meeting chairperson. They also assist the Brigades officers at a Brigade administrative management level.
- ❖ The reason this position is optional, is that the role will otherwise be undertaken by the Brigade Captain themselves, or another Brigade officer or member assigned by the Brigade Captain as required.
- ❖ The President sets the overall routine and annual Brigade meeting agendas (consistent with views of the members), helps the Brigade prioritise its goals and then keeps the Brigade on track by working with members to achieve meeting objectives and actions.
- ❖ The Brigade President ensures all key meeting discussions are recorded and distributed by the Brigade Secretary or another delegated member.

1.7.4 Brigade Secretary

The Secretary is to record and manage administrative matters of the Brigade. The position is not required to perform active operational duties and may be inclusive to additional positions held within the brigade.

The duties of a Secretary include but are not limited to:

- ❖ Prepare an Agenda for brigade meetings and distribute to members with previous minutes prior to meetings;
- ❖ Circulate Notice of Meetings, attend brigade meetings, record the minutes of Brigade meetings and ensure that these documents are circulated to members as well as the Shire;
- ❖ Document and record all brigade correspondence and business;
- ❖ Make available and circulate minutes of the Bush Fire Advisory Committee and correspondence from the Shire of Boddington;
- ❖ Provide names of elected members to the Shire within 14 days of the AGM using the Brigade Return form;
- ❖ Report any changes and new memberships to the Shire; and
- ❖ Report to the Shire the membership register in June/July each year.

Preferred Qualifications

- Suitable administration skills

1.7.5 Brigade Treasurer

The Treasurer's role is to be the custodian of funds of the Bush fire Brigade. This role may be combined with that of Secretary. This position is not required to perform active operational duties but may also hold an operational role within the brigade.

Preferred Qualifications

- Financial Management Skills

1.7.6 Brigade Training Officer and Brigade Trainers

The Brigade Training Officer reports to their respective Brigade Captain and liaises with the Bush Fire Division, Training Coordinator to ensure all training needs of the brigade are met. The Brigade Training Officer doesn't require formal training qualifications. The Brigade Trainer will preferably be of a Lieutenant or higher Fire Fighter ranking. A Brigade Captain may also appoint as many Brigade Trainers as deemed necessary. Brigade Trainers report directly to their respective Brigade Training Officer. The Shire of Boddington is to retain and maintain all training qualifications of brigade members. Thus needs to be advised directly by Brigade Training Officers, when their members have successfully completed various formal training subjects.

The Duties of a Brigade Training Officer include but are not limited to:

- ❖ Endeavour to ensure brigade members maintain necessary skill levels, equivalent to the competency standard required by the Shire of Boddington;
- ❖ Endeavour to ensure regular training sessions are conducted within the brigade; and
- ❖ Liaise with the Bush Fire Division, Training Coordinator on the training needs of brigade members.

The Duties of a Brigade Trainer include but are not limited to:

- ❖ Conducts Brigade level training with a focus on training new-member recruits.
- ❖ Supports their respective Training Officer as required.

A Brigade Training Officer may also be appointed as a Brigade 'Trainer'.

1.7.7 Brigade Equipment Officer

The role of the Brigade Equipment Officer is to manage brigade property, fleet vehicles, general equipment and stock levels. The position is not required to perform active operational duties but may be able to demonstrate a degree of knowledge of brigade equipment.

The duties of a Brigade Equipment Officer include but are not limited to:

- ❖ Manage brigade equipment and maintain a register of all assets;
- ❖ Coordinate the maintenance of equipment in accordance with the Shire of Boddington maintenance schedule and adhering to all purchasing guidelines;
- ❖ Ensure Brigade vehicle maintenance and servicing documentation is kept up to date, including vehicle servicing and warranty books.
- ❖ Report maintenance or damage issues to the Captain; and
- ❖ Store equipment at the station or other place as approved by the Captain.

1.7.8 Brigade ‘Operational Firefighter Status’ Members

The duties of an Operational Firefighter, include but are not limited to:

- ❖ Attend bush fires and prescribed burns as required;
- ❖ Operate firefighting equipment and appliances; and

Note: In the absence of a Captain or Lieutenants, the next highest ranking Operational Firefighter may take the role of Captain.

1.7.9 Brigade Recruits and Non-Operational Members

Brigade Recruits are members who are new. They may be completely new to joining a Bush Fire Brigade – or be persons who are transferring from another Brigade that is outside of the Shire of Boddington. A training review and or Recognition of Prior Learning is to be undertaken in the future, whereby they may then be re-ranked accordingly as per these procedures.

1.7.10 Brigade Support Members

Brigade Support Members are auxiliary-members who undertake a non-operational support role within a Brigade. These roles might include being nominated as the Brigade President, Treasurer, Training Officer, Secretary or Equipment Officer, and/or they may undertake a general support role, assisting with catering, cleaning or other-duties to assist the Brigade.

1.8 Bush Fire Control Officers - Duties and Responsibilities

1.8.1 Bush Fire Division, Chief Bush Fire Control Officer (CBFCO)

The Chief Bush Fire Control Officer is that of a leader, decision maker, planner and manager of the Bush Fire Brigades. The CBFCO is to ensure that the Division is functioning to a standard commensurate to the risks within the Shire and reports to the Shire of Boddington.

The Duties of the Chief Bush Fire Control Officer include but are not limited to:

- ❖ Provide leadership and direction to volunteer Bush Fire Brigades and members;
- ❖ Monitor Bush Fire Brigades resourcing, equipment and training levels;
- ❖ Reports to the Shire of Boddington concerning fire prevention / suppression activities;
- ❖ Act as a Level 1 Incident Controller for bush fires within the Shire of Boddington;
- ❖ Hold the rank of Fire Control Officer for all brigade areas within the Shire of Boddington;
- ❖ Maintain a personal incident diary and record of fire incidents as well as events and decisions made at incidents within the Shire of Boddington;
- ❖ Coordinates response to DFES Communications Centre – fire incident call-outs;
- ❖ Manage the operations of the bush fire brigades network;
- ❖ Be responsible for conflict resolution in the first instance for bush fire brigade members;
- ❖ Be aware and retain knowledge of the location of all resources within the bush fire brigade network;
- ❖ Liaise with the Department of Fire and Emergency Service, Parks and Wildlife Services on incident management issues;
- ❖ Provide representation on the Bush Fire Advisory Committee (BFAC), Regional Operations Advisory Committee (ROAC) and Local Emergency Management Committee (LEMC);
- ❖ Be appointed as an FCO;
- ❖ Routinely attend various Brigades meetings; and
- ❖ Report to the Shire of Boddington on any other important issues not listed above.

Preferred Qualifications

- Active Fire fighting experience of at least 5 years
- Fire Control Officer experience of at least 2 years
- DFES courses or approved equivalent:
 - Bushfire Safety Awareness
 - Bush Firefighting Skills
 - Sector Commander
 - Level 1 Incident Controller
 - Fire Control Officer

1.8.2 Bush Fire Division, Deputy Chief Bush Fire Control Officer (DCBFCO)

The role of Deputy Chief Bush Fire Control Officer is that of a leader, decision maker and planner that assists the CBFCO in managing the Bush Fire Division. This position reports to the Chief Bush Fire Control Officer and Shire of Boddington on all matters pertinent to bush fire management. The position also includes appointment as the Bush Fire Division, Training Coordinator (see 1.8.3), with a key focus on training of all of the various Brigades members. Another person may be nominated to this role as required by the Chief Bush Fire Control Officer.

The Duties of the Deputy Bush Fire Control Officer include but are not limited to:

- ❖ All duties as detailed in the above Chief Bush Fire Control Officers duties;
- ❖ Support the Chief Bush Fire Control Officer with Incident Management;
- ❖ Proxy representation on the Bush Fire Advisory Committee (BFAC), Regional Operations Advisory Committee (ROAC) and Local Emergency Management Committee (LEMC);
- ❖ Be appointed as the Bush Fire Division Training Coordinator; and
- ❖ Be appointed as an FCO.

Preferred Qualifications

- Active Firefighting experience of at least 5 years
- Fire Control Officer experience of at least 2 years
- DFES courses or approved equivalent:
 - Bushfire Safety Awareness
 - Bush Firefighting Skills
 - Sector Commander
 - Fire Control Officer
 - AIIMS Awareness

1.8.3 Bush Fire Division, Training Coordinator

The Deputy Chief Bush Fire Control Officer is nominated the Training Coordinator for Bush Fire Brigades and will promote training courses available through DFES and other opportunities that may become available for brigade members. Another person may be nominated to this role as required by the Chief Bush Fire Control Officer.

The Duties of the Training Coordinator include but are not limited to:

- ❖ Oversee and manage the training requirements for members of Bush Fire Brigade within the Shire of Boddington;
- ❖ Report to the Shire of Boddington, Chief Bush Fire Control Officer and Bush Fire Advisory Committee on all training matters;
- ❖ Maintain records and deliver those records to the Shire of Boddington;

- ❖ Coordinate the conducting of training courses for brigade members as required and Liaise with each Brigades Training Officer and Captain, regarding training related matters.
- ❖ As required, develop a yearly training calendar with the Shire of Boddington; and

Preferred Qualifications

- Hold relevant Trainer and Assessor qualifications

1.8.4 Brigade Fire Control Officer (FCO)

The Fire Control Officer has the control and management of bush fire suppression activities. A Fire Control Officer is a delegated representative of the Shire for the administration of the provisions of the Bush Fires Act 1954. The position is required to perform active operational duties both in fire fighting and fire prevention strategies in the local community. This position reports to the Chief Bush Fire Control Officer and Shire of Boddington on all matters pertinent to bush fire management. A Fire Control Officer must be able to demonstrate experience in wild fire behaviour, AIIMS and knowledge of the local area. The person must be able to interpret the Bush Fires Act and Regulations 1954 and be confident with communication skills. A Fire Control Officer may jointly hold the position of Brigade Captain. The Shire of Boddington Emergency Services Officer may also be appointed as an FCO for the purposes of acting under and enforcing the Bush Fires Act and Regulations 1954.

The Duties of a Fire Control Officer include but are not limited to:

- ❖ Authorise and issue permits to burn in accordance with the Bush Fires Act 1954 within their brigade boundary;
- ❖ Maintain a personal incident diary and record of fire incidents as well as events and decisions made at incidents within the Shire of Boddington;
- ❖ Command, control and confidently manage activities at an emergency incident;
- ❖ Identify and conduct risk assessments of fire hazards;
- ❖ Take control of fire suppression activities within the brigade area;
- ❖ Conduct brigade briefings and host post incident analysis of any incident;
- ❖ Ensure Brigade Operation Guidelines and safety standards are adhered to on the fire ground; and
- ❖ Fulfil the role as Operations Officer under the direction of the Chief Bush Fire Control Officer.

Qualifications

- Active Firefighting experience of 2 years
- DFES courses or approved equivalent:
 - Bushfire Safety Awareness
 - Bush Firefighting Skills
 - Fire Control Officer
 - Burn Over Drill
 - AIIMS Awareness

Note: Fire Control Officers are appointed by the Shire for a one year period. They are nominated by their bush fire brigade each year, with the nominations sent to the Shire and BFAC to approve. Fire Control Officers 'should' generally only issue permits for their brigade area.

1.9 Bush Fire Division and Brigades Rank Structure

DIVISION OFFICERS



1.9.1 Chief Bush Fire Control Officer

- BFAC 1 Year Appointment
- Notes: 1 Year BFAC Appointment, however 'ideally' should have significant experience as at least a Brigade Captain first.



1.9.2 Deputy Chief Bush Fire Control Officer

- BFAC 1yr-Appointment
- Notes: 1yr BFAC Appointment, however 'ideally' should have significant experience as at least a 1st Lieutenant first.

BRIGADE OFFICERS



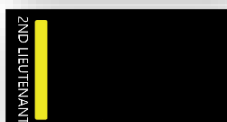
1.9.3 Captain

- Brigade AGM Officer 1yr-Appointment
- Notes: 1 Year Brigade AGM Appointment, however 'ideally' should have significant experience as at least Senior Leading Fire Fighter ranking first.



1.9.4 1st Lieutenant

- Brigade AGM Officer 1yr-Appointment
- Notes: 1 Year Brigade AGM Appointment, however 'ideally' should have significant experience as at least Leading Fire Fighter ranking first.



1.9.5 2nd Lieutenant

- Brigade AGM Officer 1yr-Appointment
- Notes: 1 Year Brigade AGM Appointment, however 'ideally' should have significant experience as at least Senior Fire Fighter ranking first.



1.9.6 3rd, 4th+ Lieutenants

- Brigade AGM Officer 1yr-Appointment
- Notes: 1 Year Brigade AGM Appointment, however 'ideally' should have experience as at least Senior Fire Fighter ranking first.

BRIGADE OTHER RANKS



1.9.7 Senior Leading Fire Fighter

- To achieve this ranking, the below training units will need to be competently completed. RPL is not available for these training units.
 - Bushfire Leadership – Training Officer
 - ✓ Workplace Trainer Assessor
 - ✓ Fire Control Officer
 - Bushfire Leadership – Lieutenant
 - ✓ Leadership Fundamentals
 - ✓ Mental Health First Aid
 - ✓ Incident Controller Level 1
 - Bushfire Leadership – Captain
 - ✓ Incident Controller Level 2
 - ✓ HF Principles



1.9.8 Leading Fire Fighter

To achieve this ranking, the below training units will need to be competently completed. RPL is not available for these training units.

- Advanced Bush Fire – Structural Fire Fighting
 - ✓ Structural Fire Fighting
 - ✓ Breathing Apparatus
 - ✓ Internal Fire Fighting

- Specialist/Optional Courses (*Need to complete at least 4 out of the below 6 optional units)
 - ✓ Plantation Firefighting
 - ✓ Ground Controller
 - ✓ Incident Reporting System (IRS)
 - ✓ FES Maps
 - ✓ WAERN Advanced Radio Use
 - ✓ Chainsaw



1.9.9 Senior Fire Fighter

- To achieve this ranking, the below training units will need to be competently completed. RPL is not available for these training units.
- Advanced Bush Fire – Advanced Fire Fighter
 - ✓ Advanced Bush Fire Fighting
 - ✓ Crew Leader
 - ✓ Sector Commander
- Incident Control Vehicle
 - ✓ Incident Control Vehicle Resource Support
 - ✓ Incident Control Vehicle Radio Operator
 - ✓ Incident Control Vehicle Crew Support
 - ✓ Incident Control Vehicle Crew Leader
 - ✓ Incident Control Vehicle Awareness



1.9.10 Fire Fighter 1st Class

- To achieve this ranking, the below training units will need to be competently completed. RPL is not available for these training units.
- Advanced Bush Fire – Appliance Driver
 - ✓ Pump Operations
 - ✓ On Road Driving
 - ✓ Off Road Driving
 - ✓ Emergency Driving
- Other
 - ✓ First Aid



1.9.11 Fire Fighter

- To achieve this ranking, (Operational Fire Fighter Status) the below training units will need to be competently completed. One off RPL is available for these training units, however all members are encouraged to undertake these current-courses in full, when available.
- Basic Bush Fire – Bush Fire Safety Awareness
 - ✓ Bush Fire Characteristics and Behaviour
 - ✓ Bush Fire Safety and Survival
 - ✓ Suppress Bush Fire
 - ✓ AIIMS Awareness
- Basic Bush Fire – Fire Fighting Skills
 - ✓ Introduction to Map Reading
 - ✓ Introduction to Communications
 - ✓ Tools and Equipment
 - ✓ Crew Protection



1.9.12 Recruit

- New Members. To complete Basic Brigade Induction and aim to begin progress through all 'Basic Bush Fire' training units. Not permitted to undertake operational Fire Fighting until appointed a 'Fire Fighter' as above.
- Internal – Brigade Recruit Induction Training

- ✓ Brigade Procedures and Policies Induction
- ✓ Brigade Training Schedule Induction
- ✓ Brigade Facilities and Vehicles Induction
- ✓ Brigade PPC & PPE Induction

1.9.13 Support Member

- Support Members, provide non-operational support to their Brigade. Such as administration support, facility support, catering support etc.

(For larger sized rank epaulette slide insignia designs – see ANNEX B)

1.9.14 Brigade ‘Other Ranks’ Promotions

Once a member meets the minimum training competencies (see Section 1.9), they may be considered for Brigade Other Ranks promotions by their respective Brigade Captain, who will take into account each members minimum training achievements as well as conduct an overall Brigade general performance review. Once satisfied, a Captain may request a review by the Chief Bush Fire Control Officer, who will then approve or defer a Brigade member’s promotion. The Shires ESO will maintain a supply of Brigade epaulette rank slides, which will be issued to Brigade Captains on the advice of the CBFCO.

1.9.15 Recognition of Prior Learning (RPL)

Recognition of Prior Learning is available (See RPL Form 24) to achieve consideration for Fire Fighter (operational) status and ranking. This is only available for this ranking. All other ‘Brigade Other Ranks’ will need successful completion of relevant listed training (as per section 1.9). Even though RPL may be granted, affected members are still encouraged to undertake relevant current courses in full, when available.

RPL will require review by the Bush Fire Division CBFCO and DCBFCO and relevant Brigade Captain. Or in the case of a Brigade Captain being reviewed, just the CBFCO and DCBFCO will suffice. Each RPL review is conducted on its own merit and once completed by the CBFCO will be sent to the Shire (ESO, EMDS and CEO) for their review. The CBFCO and relevant Brigade Captain will be advised of the outcome by the Shire of Boddington.

As needed, an initial 2024 ‘one off’ mass review may be undertaken by the CBFCO, then, as and if transferred members join one of the Brigades etc... – an RPL review may be conducted from time to time as deemed necessary. Otherwise, all unranked/new/Recruit members will be required to complete listed training to achieve Operational Fire Fighter status.

**Also See; Shire of Boddington Chief Executive Officer, Operational Firefighter Status Procedures document Annex A.*

2. Membership

2.1 Types of Membership

There are various types of membership of a Bush Fire Brigade. The details for these are found in the below descriptions.

2.1.1 Volunteer Fire Fighter or Active Brigade Member

Fire fighter or Active Brigade Members are those persons being at least 18 years of age who undertake all normal bush fire brigade activities, or hold office within the brigade.

2.1.2 Auxiliary Member

Auxiliary members are those persons being at least 16 years of age and may provide varied support to the Brigade.

2.1.3 Cadet Member

Brigade Cadet Membership – not currently in use. See **Emergency Services Cadets Corps**, to be covered in separate documentation.

2.2 New Membership Application

- ❖ A new member of a Bush Fire Brigade is to be provided with these guidelines and complete an Application To Join A Bush Fire Brigade Form. By completing the application for membership, the new member is deemed to have accepted the conditions of membership included in this document;
- ❖ A minimum of two (2) Brigade members, including the Captain, should decide whether to recommend the application to the Shire of Boddington ESO;
- ❖ The ESO must endorse the application prior to submitting to DFES for processing;
- ❖ Once processed, members will receive an email from DFES with their new Volunteer Emergency Services Identity Number (ID) and an email inviting them to register for the Volunteer Hub at: <https://volunteerhub.dfes.wa.gov.au/logon>; and
- ❖ Members can use the Volunteer Hub to update their contact details, find resources to support their volunteering experience, and access other systems such as eAcademy, and view awards, service and response history.

Information Members may find handy in the Volunteer Hub:

- eAcademy training platform
- Health and wellbeing resources
- Community engagement resources and ideas

Note: The Shire reserves the right to request a Criminal History Check for any Volunteer and refuse/terminate membership on the basis of fire/serious offences. The Captain of a brigade or the Shire may refuse an application for new membership for any reason.

2.3 Conditions of Membership

2.3.1 Minimum Training Requirements

All volunteer Bush Fire Brigade Recruit members are required to complete a Brigade volunteer induction. To achieve Operational Fire Fighter status and ranking they must meet requirements. (**See 1.9.11 Fire Fighter**)

2.3.2 Uniforms PPC

Members will be provided with the appropriate Bush Fire Brigade uniform once they have completed their minimum training requirements as per Section 3.1 Training Requirements for Brigade Members. It is required that this uniform be worn when attending any fire ground. The uniform issued as per Section 7.2 Personal Protective Clothing and Equipment, remains the property of the Shire of Boddington. Any damage or replacement of uniform issue is to be reported to the Brigade Equipment Officer/Captain. Members **must wear the correct uniform** when attending the fire ground. Recruits will be issued PPC as/if available.

2.3.3 Fitness for Duty & Code of Conduct

If attending a brigade activity including training, fund raising, meetings and fires, all volunteers are required to be in a fit state to carry out the duties involved. This does not include social gatherings. If a volunteer presents unfit for duty, the person presiding over the activity must instruct that person to stand down. Examples include being impaired due to drugs (including prescription drugs), alcohol or fatigue. The Shire of Boddington Alcohol and Other Drugs Policy, as amended from time to time, applies to all Volunteer Bush Fire Brigade Members.

2.3.4 Update of Personal Details

Shire of Boddington Volunteer Bush Fire Brigade members are required to ensure that their personal details are up to date. Any change of personal details made via the DFES Volunteer Portal are required to also be submitted to their Brigade Secretary and the Shire within fourteen (14) days of the change. Members may also complete and return form update of Membership Details.

2.3.5 Drivers Licences

All drivers of vehicles are required to hold a current Western Australian drivers licence for the class of vehicle that is being driven. Any situation that results in the suspension or loss of licence or impairment to the driver's capability is to be reported to the Brigade Captain.

2.3.6 Relevant Legislation, Procedures and Guidelines

The main legislation pertinent to the role of Bush Fire Brigade members are:

- Bush Fires Act and Regulations 1954
- Environmental Protection Act 1986
- Equal Opportunity Act 1984
- Fire and Emergency Services Act 1998
- Work Health and Safety Act 2020
- Road Traffic Act 1974

2.4 Induction

All new members shall be provided with a formal Brigade induction, to be completed as soon as possible but no later than six weeks after a new Members application is accepted. This form must be completed and signed by the Brigade Training/Induction Officer with the new member signing the declaration on the back of the form and **a copy must be supplied to the Shire.** Note: New Members should be provided with a mentor until such time as they are familiar with 'Normal Brigade Activities'.

2.5 Awards and Recognition

Medals A full WA-Bush-Fire-Brigade Medal set is awarded after 10 years of eligible service. A clasp set bearing the years of service will be awarded after 15, 20, 25 years of service.

- The 10 and 15 year Medal should be presented to members at a Brigade or Shire function.
- The 20 and 25 year Medals are to be presented to members at BFAC or the Fire Control Officer/Captain Annual Information or General Meeting.

2.6 Equal Opportunity, Complaints and Grievances

2.6.1 Equal Opportunity

The Shire of Boddington is committed to providing an enjoyable, challenging, involving, harmonious environment in which all persons can expect to be treated equally and with respect. The Shire of Boddington

Discrimination, Harassment and Workplace Bullying Policy, as amended from time to time, applies to all Volunteer Bush Fire Brigades Members.

2.6.2 Complaints and Grievances

All grievances between members or brigades should, in the first instance, be reported to the Chief Bush Fire Control Officer. If in the opinion of the Chief Bush Fire Control Officer the grievance is of a small nature and can be resolved through counselling with individuals, the Chief Bush Fire Control Officer may after consulting with the Shire of Boddington resolve the issue. If by the nature of the grievance the Chief Bush Fire Control Officer, the Brigade member or the Shire of Boddington believe the issue cannot be resolved through normal counselling, then any party may seek the intervention of the Shire of Boddington's Chief Executive Officer in accordance with the Shire of Boddington Discrimination, Harassment and Workplace Bullying Policy. All complaints will be in accordance with the Shire's Grievance Procedure.

2.7 Disciplinary Action / Suspension & Termination

2.7.1 Disciplinary Action

Disciplinary action can only be taken by the Shire of Boddington's Chief Executive Officer or Council. The Chief Executive Officer must notify the member in writing and provide the disciplinary action once an investigation has been completed. The notice issued by the Chief Executive Officer should have the right to appeal.

Disciplinary action may include:

- Demotion in rank of a member
- Suspension of membership
- Termination of membership
- Any other reasonable disciplinary action as determined by the Shire CEO

2.7.2 Suspension of Membership

As per the Shire of Boddington, Bush Fire Brigades Local Law 2023

- (1) Membership of the bush fire brigade may be suspended at any time if, in the opinion of the Committee, circumstances warrant suspending the member.
- (2) The period of suspension must be at the discretion of the Committee.
- (3) Upon the expiry of the period of suspension the Committee may:
 - (a) extend the period of suspension;
 - (b) terminate the membership; or
 - (c) reinstate the membership.

2.7.3 Termination of Membership

As per the Shire of Boddington, Bush Fire Brigades Local Law 2023

- (1) Membership of the bush fire brigade terminates if the member –
 - (a) dies;
 - (b) gives written notice of resignation to the Secretary;
 - (c) is, in the opinion of the Committee, permanently incapacitated by mental or physical ill health;
 - (d) is dismissed by the Committee;
 - (e) is dismissed by the Local Government; or
 - (f) ceases to be a member or is taken to have resigned under subclause
- (2) A brigade member whose membership fees are more than one year in arrears is to be taken to have resigned from the bush fire brigade.

3. Training

The Shire of Boddington in conjunction with the Department of Fire and Emergency Services Upper Great Southern Region will release a training Calendar each year. Members are to discuss requirements with their respective Training Officers then nominate for any of the courses advertised on these calendars. All courses available are on the eAcademy training platform where members can nominate or alternatively do so through their Training Officer. The Shire Emergency Services Officer (ESO) is nominated the Shire's DFES-Hub Training Manager for Bush Fire Division and will promote training courses available through DFES and other opportunities that may become available for brigade members.

As per section 1.7.6 the Deputy Chief Bush Fire Control Officer (or another person as appointed by the CBFCO) is the Bush Fire Division, Training Coordinator and will liaise with each Brigades Training Officer to promote training courses available through DFES and other opportunities that may become available for Brigade members.

3.1 Training Requirements for Brigade Members

All Operational Fire Fighter members are to hold current training qualifications in accordance with these guidelines and the minimum standard outlined for each ranking in section 1.9.11. To achieve **Operational Fire Fighter Status**. 'ALL' Brigade members must either have successfully completed the following listed training.

- **Basic Bush Fire – Bush Fire Safety Awareness**
 - ✓ **Bush Fire Characteristics and Behaviour**
 - ✓ **Bush Fire Safety and Survival**
 - ✓ **Suppress Bush Fire**
 - ✓ **AIIMS Awareness**
- **Basic Bush Fire – Fire Fighting Skills**
 - ✓ **Introduction to Map Reading**
 - ✓ **Introduction to Communications**
 - ✓ **Tools and Equipment**
 - ✓ **Crew Protection**

Or they must have successfully achieved Recognition of Prior Learning as per section 1.9.15.

3.1.1 Operational Fire Fighter Status

Operational Fire Fighter Status is only achieved by members competently completing Basic Bush Fire – Bush Fire Safety Awareness & Fire Fighting Skills courses and/or being granted Recognition of Prior Learning. (See the Shire of Boddington, Chief Executive Officer, Operational Firefighter Status, Procedures document).

3.1.2 Fire Control Officers

Fire Control Officers (FCO's) must have competently completed the DFES Fire Control Officer course, prior to being appointed to the FCO role.

3.2 Training Requirements for Brigades – In House

All Brigades are encouraged to carry out in house training throughout the year. This includes Recruit induction:

- Brigade Procedures and Policies Induction
- Brigade Training Schedule Induction
- Brigade Facilities and Vehicles Induction
- Brigade PPC & PPE Induction

Appliance Awareness Refresher Training / Pre-Season Training / or any other Routine Training should be conducted by the trainers and leadership group of the Brigade. There is no formal qualification in this training. Attendance records for all Recruit Induction and Brigade Training, should be given to the Shire of Boddington within one month of completing such Training.

3.3 Motor Vehicle Drivers Licence Training

There may be reimbursement of the costs associated with Volunteers obtaining appropriate class MVDL's. (LR, MR, HR) to maintain Brigade/Unit capability, if a need is identified by the Shire. **Note:** Excludes the costs of volunteers obtaining an initial C class MDVL. **Eligibility:** Active brigade member for 2 years

3.4 Training Expenses

Training expenses may be covered by the Local Government Grant Scheme (LGGS). This includes fuel and accommodation for attending training courses outside of the local area. For full details and procedures refer to Section 5.4 Purchasing – Training Expenses.

4. Meetings

All meetings held by a Bush Fire Brigade shall be minuted.

4.1 Ordinary Meeting

A Bush Fire Brigade may at any time call an Ordinary Meeting of its members. A Bush Fire Brigade shall hold a minimum of one Ordinary Meeting each year and this meeting can be combined with in house training. An Ordinary Meeting can be called by the Captain or President of that brigade.

4.2 Annual General Meeting

A Bush Fire Brigade is to hold an Annual General Meeting during the months of May to June each year. The requirement for brigades to meet through this period is to allow the Shire of Boddington and Chief Bush Fire Control Officer ample time to prepare all relevant documents and procedures for the coming fire season. Minutes of an Annual General Meeting are to be received by the Shire of Boddington no later than two weeks after the meeting date.

At the Annual General Meeting the Bush Fire Brigade is to address the following:

- a) Attendance List of all Meeting Attendees, Apologies and non-voting;
- b) Visitors;
- c) Confirmation of Previous Minutes;
- d) Declare all Brigade Officer Bearer positions vacant;
- e) Nominations of office bearers in line with Section 1.8 Bush Fire Brigade Office Bearers – Roles and Responsibilities and Section 4.8 Brigade Elections (all positions need to be nominated and receive a second);
- f) Nominate member(s) as FCO(s) in line with Section 1.8 Bush Fire Brigade Office Bearers – Roles and Responsibilities and Section 4.8 Brigade Elections (all positions need to be nominated and receive a second);
- g) Nominate BFAC Zone delegate and Proxy (bi-annually);
- h) Member Reports from Captain's, Fire Control Officer, Training and Equipment Officer on the year's activities;
- i) Financial Report - Adopt the annual financial statements;
- j) ESL Submissions to be considered by the Shire of Boddington. (This is the Brigades opportunity to request Capital items through the ESL budget process);
- k) Correspondence In/Out;

- l) Requests from Private Property Owners for the Brigade to conduct a Fuel Hazard Reduction Burn; Hazardous Parcels of Land that require Investigation from the Shire of Boddington;
- m) Review and update current membership list, active firefighters/support/auxiliary and contact details of members then advise the Shire of Boddington in writing of members to be removed with reason eg. Deceased, Resigned or sold property and left region; and General Business may be conducted where specified in the Agenda.
- n) Minute any other Brigade 'general business' arising.

4.3 FCO and Captains - Annual Information Meeting

The Chief Bush Fire Control Officer will hold an Annual Information Meeting for all Fire Control Officers and Captains within the Shire of Boddington. The meeting is to inform members of any relevant information and or changes to fire operations for the coming fire season. The meeting should be held between in September and November of each year. Other such meetings may be called as required by the CBFCO.

4.4 Secretary - Biannual Information Meeting

The Shire of Boddington may hold a Biannual/or as required Information Meeting for all Secretaries, within the Shire of Boddington Bush Fire Division. A Bush Fire Brigade may request other administration officers to attend, this request will be assessed on its merits. The meeting is to inform members of any relevant information and or changes. New Secretaries can request an induction / information session with the Shire of Boddington at any stage.

4.5 Notice of a Meeting

Brigades may request the Chief & Deputy Bush Fire Control Officers, the Shire Emergency Services Officer and Shire Bushfire Risk Mitigation Coordinator to attend an Annual General meeting or Ordinary meeting. This request must be received at least two weeks prior to the meeting date.

Notice of Bush Fire Brigade meetings must be issued in the following manner:

- Must be given by the Secretary;
- Must set out an Agenda for the meeting;
- Must set out the date, time, and place of the meeting;
- May be given by written notice to each member;
- Personally, by post or electronic email; or
- By a notice published in a newspaper circulating in the area of the Brigade;
- By public notice on the Brigade's notice board/s facebook page; and
- Must be signed by the Secretary or, in the case of a special meeting, by the person convening the meeting.

Notice of any 'special' general meeting of the Brigade, must be given to all members of the Brigade eligible to vote at least seventy two (72) hours before the commencement of the meeting.

Notice of the Annual General Meeting and of any Ordinary Meeting of the Brigade must be given to all members of the Brigade eligible to vote, and the Shire of Boddington, at least fourteen days before the commencement of the meeting.

An Operational Meeting of the Brigade may be convened at the earliest appropriate date, time and place acceptable to those members requested to attend.

4.6 Brigade Correspondence

All outgoing correspondence from Bush Fire Brigades must go through the Shire of Boddington prior to sending. This ensures a consistent approach with Shire of Boddington and BFAC policies and plans and record keeping.

4.7 Quorum & Voting

4.7.1 Quorum

A quorum for all brigade meetings shall consist of not less than 5 active members or thirty (30) percent of Active members whichever is least.

4.7.2 Voting

Each Active and Auxiliary Member shall be entitled to one vote. Non-active members, members of other brigades, Chief & Deputy Bush Fire Control Officer or the Shire Emergency Services Officer or Shire Bushfire Risk Management Coordinator, **do not** have a vote at Brigade meetings.

4.8 Brigade Elections

All Brigade Nominations for positions are required to be presented at the Annual General meeting.

Operational Positions

- ❖ For an operational position a person can only be nominated by a listed active Fire Fighter brigade member who has been a listed active fire fighter brigade member for a minimum of twelve (12) months; and
- ❖ A nomination for an operational position must be endorsed by a second listed active Fire Fighter Brigade member with a minimum of twelve (12) months as a listed active fire fighter brigade member.
- ❖ Each member is only entitled to nominate one (1) person per position.

Non Operational Positions

- ❖ For non-operational positions, a person can only be nominated by a Brigade member who is from that Brigade with a minimum of twelve (12) months as a Brigade member; and
- ❖ A nomination for a non-operational position must be endorsed by a second Brigade member with a minimum of twelve (12) months as a Brigade member.

Note: Nominees **must** be a current member and indicate acceptance of nomination within one week of the Annual General Meeting being held.

4.8.1 Nomination of Chief & Deputy Bush Fire Control Officers

Chief & Deputy Bush Fire Control Officers (CBFCO & DCBFCO)

- ❖ The Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officers are nominated by BFAC and appointed by the Shire CEO.

Fire Control Officers (FCO's)

- ❖ At the Annual General Meeting, Fire Control Officers are to be nominated by members to serve as Fire Control Officer for the coming fire season. These nominations are to be received by the Shire no later than the 30 June each year. Fire Control Officers must be appointed by Shire. Brigade members that have not been appointed by the Shire have no authority to act as a Fire Control Officer. The appointment is for one year.
- ❖ Appointed Fire Control Officers can only issue 'Permits to Burn' for their Bush Fire Brigade area and must meet the qualifications as outlined in Section 1.9.3 Fire Control Officer (FCO).
- ❖ The Shire of Boddington Ranger & Emergency Services Officer will also usually be appointed as an FCO for the purposes of acting under and enforcing the Bush Fires Act and Regulations 1954. This is usually a permanent appointment.

5. Purchasing

All procurements made for or on behalf of Brigades will be through Shires Emergency Services Officer or Executive Manager Development and Community Services, who will have due regard to the Shire's existing policies and budgets. No commitments can otherwise be made to suppliers by Brigades unless a Brigade's own funds are used.

5.1 Purchase Authorisation & Procedures

- ❖ All purchasing of goods and services with Shire funds must comply with the Shire of Boddington Purchasing Policy and Procedures to provide compliance with the Local Government Act 1995 and the Local Government Grants Scheme Bush Fire Services Manual for Capital and Operating Grants. This will ensure consistency in authorisation and procedure for all purchasing activities that integrates within all of the Shire of Boddington operational activities.
- ❖ **No purchases of any kind are permitted without an authorised Purchase Order / or pre-approval, from the Shire of Boddington.**

5.2 Local Government Grant Scheme (LGGS), Emergency Services Levy (ESL) Operational Funds

- ❖ Local Governments must operate within the operating grant allocations bottom line. All expenditure should be authorised and be within LGGS guidelines.
- ❖ No purchase of equipment, repairs or maintenance of any vehicle can take place **without an authorised Purchase Order** from the Shire of Boddington.
- ❖ After hours or emergency repairs requiring funds **must** be authorised by the Shire of Boddington Emergency Service Officer or Executive Manager Development and Community Services.

5.3 Brigade Meals - on Active Duty

In the event that meals are required for volunteers on duty at the scene of a fire **ONLY the following are authorised to purchase** the required meals if considered reasonable in the circumstances:

- Shire Ranger & Emergency Services Officer
- Shire Development Services Administration Officer
- Shire Executive Manager Development and Community Services

The Chief or Deputy Bush Fire Control Officers, Fire Control Officers or the Brigade Officer in Charge of a Local Government incident may request through the above that refreshments are provided to firefighting crews.

5.4 Training Expenses

- ❖ Costs associated with Brigade based local training, including materials, consumables and light refreshments, may be covered by the Shire of Boddington under the LGGS.
- ❖ Shire of Boddington may arrange for accommodation if DFES are not supplying and it is required.
- ❖ All applications for training expenses must be presented to the Shire Emergency Services Officer or nominated person **prior** to any course date so the Shire can arrange a Purchase Order.
- ❖ All receipts are to be presented to the Shire within 5 working days of course completion.
- ❖ For Shire of Boddington arranged training, refreshments may be provided to brigade members that attend if considered reasonable.

6. Brigade Equipment and Maintenance

6.1 ESL Supplied Appliances

- ❖ Brigades allocated with an appliance must complete their customised 'Appliance Equipment Checklist' prior to the start of the fire season.
- ❖ The forms are to be sent to the Shire Emergency Services Officer at the Shire of Boddington for processing.
- ❖ All equipment failures are to be reported to the Shire Emergency Services Officer.
- ❖ ESL Supplied Vehicles are to be taken by the brigade to the designated service provider for annual maintenance and servicing when requested by the Shire of Boddington or the Chief & Deputy Chief Bush Fire Control Officers, following Section 5 Purchasing procedures.
- ❖ Brigade Equipment Officers are to maintain service records for all of their Brigades Appliances.
- ❖ All purchase of equipment, repairs or maintenance of any vehicle **should not** take place **without an authorised Purchase Order** from the Shire of Boddington following Section 5 Purchasing, Sub Section 5.2 (LGGS) ESL.
- ❖ When Brigades require any equipment for appliances, they must complete submit an Equipment Request to the Shire of Boddington for approval.

6.2 Brigade Owned Equipment

- ❖ Non ESL supplied equipment **is not** eligible for ESL funding. Maintenance of Brigade owned Slip-On Units is funded by the Shire of Boddington Fire Operational Budget. This budget only allows for maintenance and minor repairs and **must not** take place **without an authorised Purchase Order / or pre-approval** from the Shire of Boddington in accordance with Section 5 Purchasing.
- ❖ Equipment failure as a result of lack of maintenance or upkeep may not be covered by the Shire of Boddington.
- ❖ Major repairs such as pumps, hose reels and tanks are a capital item and require the approval of Council through the normal budget process.
- ❖ Brigades that have previously purchased a vehicle through brigade managed funds may request that the vehicle is placed onto the Shire of Boddington Division/Brigade Owned Equipment List for the purpose of insurance, licensing and general maintenance. General up-keep of these vehicles (fuel, tyres and major repairs) are to be at the relevant brigade's expense.
- ❖ Brigade owned equipment not listed on the Shire of Boddington Brigade Equipment list **will likely not** be insured or maintained by either the ESL or the Shire of Boddington.

6.3 Privately Owned Equipment

Privately owned equipment such as Slip-On Units **will not** be maintained by the Shire of Boddington. **Note:** Privately owned equipment and vehicles **are insured** if being used for "Normal Brigade Activities" and under the directions of an FCO.

7. Work Health and Safety

In accordance with the Work Health and Safety Act 2020 and the Work Health and Safety (General) Regulations 2022, all employees and volunteers will collectively contribute to achieving a high standard of excellence in work health and safety management in the workplace and accepts relevant responsibilities under current safety and health laws.

7.1 Responsible Officer

The Chief Executive Officer (CEO) for the Shire is the responsible officer for providing, maintaining and promoting a safe working environment as per Shire of Boddington Work Health and Safety Policy.

7.2 Personal Protective Clothing and Equipment

- ❖ All Personal Protective Clothing and Equipment is to be to the Department of Fire and Emergency Services standards. Only registered Brigade members that hold qualifications in accordance with Section 3.1 Training Requirements for Brigade Members (Operational Fire Fighter Status), are eligible for Personal Protective Clothing and Equipment as outlined in Ranger Form 23 Personal Protective Clothing form. Once the required training is completed (or RPL granted as per Section 1.9.15, Captains Equipment Officers must sign the Ranger Form 23 Personal Protective Clothing form and send it directly to the Shire of Boddington Emergency Services Officer for processing before PPC can be ordered/issued to any Brigade member.

7.2.1 Helmets

Pending availability, all Operational Fire Fighter Status Brigade Members, will be issued a Pacific BR9 Style Helmet, including visor, neck protection and torch/holder. All Fire Fighters are issued a White BR9 Helmet, FCO's a Yellow BR9 Helmet, CBFCO & DCBFCO a Red Helmet.



7.2.2 Nomex, Jackets and Pants

Pending availability, all Operational Fire Fighter Status Brigade Members, will be issued a lime Nomex style Jacket with rank slides, name badge and shire-shoulder patches. Reflective strips and rear bushfire services text. Also a pair of Navy Nomex pants with matching reflective strips.



7.3 Insurance

Local Governments who have Bush Fire Brigades are required to obtain and keep current insurance cover that applies to all '**Normal Brigade Activities**' as defined in the Bush Fires Act 1954.

Insurance Cover is provided for:

- Volunteer Fire Fighter Personal Injury
- Motor / Plant Damage
- Third Party Liability

7.4 Incident Reports

Any incidents involving damage to equipment or vehicles, near misses, injury or fatality **must** be reported to the Shire immediately and steps put in place to mitigate the danger. Shire of Boddington Incident and Hazard Reporting and Investigation procedures are to be followed.

8. Operational Procedures

8.1 Command and Control

All wildfire operations should prescribe to AIIMS (Australasian Inter-Service Incident Management System).

AIIMS is based on five key principles:

- Unity of Command;
- Span of Control;
- Functional Management;
- Management by Objective; and
- Flexibility.

Incident Controller

For the purpose of all Level One fires under the control of the Shire of Boddington, the Chief Bush Fire Control Officer or his/her delegate will assume the role of Incident Controller.

Operations Officer

Fire Control Officers or the next ranking officer will perform the role of on ground Operations Officer.

The management of all fire crews / personnel is the responsibility of the Operations Officer. All incoming crews **must** report to the Operations Officer.

8.2 Media

In accordance with the Local Government Act 1995 the Shire President is the authorised spokesperson for the Council. The Chief Executive Officer may also be the spokesperson of the Council if the President agrees, or if authorised by policy. If any Brigade or staff member is approached by the media to answer questions or make a comment **they must respectfully decline** and refer them to the authorised spokesperson.

8.3 Radio Communications

All current Radio Procedures should be adhered to at all times. Senior Officer's should as soon as possible engage a sector structure and utilise simplex channels where possible leaving any command channels available for management purposes. The Shire of Boddington Bush Fire Brigade Network Communication's Plan should at all times form the basis of any Radio Communications on the fire ground. The Shire ESO in Liaison with the CBFCO will be responsible for allocating all Brigade Network call signs.

8.4 SITREPs (Situation Reports / PAFTACS Format)

The first situation report is a critical report as this provides guidance for the most appropriate and timely response to an incident. The procedure below enables the transfer of relevant information in a standard, concise and accurate manner to senior officers and other combat agencies.

The below procedure should be used when delivering a SITREP.

8.4.1 Procedure

The first situation report (SITREP) should follow the PAFTAC format, being:

- **P**osition of the fire
- **A**rea of the fire
- **F**uel Type
- **T**ime required to suppress the fire

- Assistance and resources required
- Command and communication
- Surface winds, strength and direction
- ❖ The first responding crew should provide the initial SITREP to the Incident Controller (CBFCO) or delegate.
- ❖ A SITREP should be transmitted by the first arriving crew as soon as the relevant information is determined, after arriving at the incident.
- ❖ Priority may need to be given to attacking the fire if control can be achieved in a very short period of time and with the resources present. Regardless, the first SITREP should be provided within fifteen (15) minutes.
- ❖ The information in the first SITREP will often be based on best estimate by the reporting crew and should not be unreasonably delayed in an attempt to get precise information.
- ❖ The **PAFTACS** format is a guide to the information that will assist the Senior Officer to determine the resources required to combat the incident but not every item is required in order to mobilise the initial response.
- ❖

8.5 Brigades Request to Burn Private Property

- ❖ Private property owners from time to time may request a Brigade to conduct a Fuel Hazard Reduction Burn. The Bush Fires Act 1954 only allows for Brigades to carry out Fuel Hazard Reduction Burning on private property as described in Section 33 (4) and 33 (6) of the Act.
- ❖ The Shire supports Brigades that utilise Shire and Brigade equipment to undertake Fuel Hazard Reduction Burning on private property as an effective means of reducing fuel loads on private property.
- ❖ If a Brigade is requested to carry out a Fuel Hazard Reduction burn on private property then pre-approval must be gained by the CBFCO or DCBFCO prior to the burn commencing.
- ❖

8.6 Fire Incident Reports

- ❖ Fire Incident Reports (F.I.R.'s) are to be completed in a timely manner, by the incidents designated Fire Control Officer, or the next senior volunteer bush fire fighter in attendance.
- ❖ The CBFCO and relevant Brigade Captain/s should ensure a copy of each F.I.R. is sent through to the Shire of Boddington - Emergency Services Officer. Where possible this should be done within two weeks after each fire incident has been completed.

SECTION THREE – Bush Fire Advisory Committee

SECTION THREE – Bush Fire Advisory Committee

9. Bush Fire Advisory Committee (BFAC)

Please see full Committee and Terms of Reference of BFAC; in section 11.D, ANNEX D, page 43.

SECTION FOUR – Forms and Annexures

SECTION FOUR – Forms and Annexures

The following section has the relevant Forms and Appendices as referred to in this document.

10. Forms:

10.1 FORM 23; Personal Protective Clothing

 PROTECTIVE CLOTHING REQUISITION WA BUSH FIRE SERVICE		RANGER FORM 23 (Version 1.3 S&H) 	
NAME OF BRIGADE:		ORDER NUMBER (RANGER USE ONLY):	
Completed by Volunteer NAME & NUMBER:		PHONE:	
DELIVERY DETAILS:		To: Ranger & Emergency Services Officer, Shire of Boddington, 39 Bannister Road Boddington WA 6390	
ITEM		DESCRIPTION	
Jacket AS4824 Lime BOD BFS	Jacket AS4824 Lime DFES BFS Shire of Boddington Shoulder Badges (Yellow and Silver tape)	S	M L XL 2XL 3XL Other?
**Jackets with Heat Applied Text, Silver Reflective, Red Backing Colour. "FIRE SERVICES" on the back.			
Navy Blue T-Shirt	Bush Fire Service Logo on chest and text on back (Where available)	S	M L XL 2XL 3XL Other?
T234-PB1-PRT [MALE Style]	Field Cargo FR (NAVY) AS4824 RT PBlue Male (Yellow and Silver Reflective Tape)	72R	77R 82R 87R 92R 97R 102R 107R 112R 117R 79L 84L 89L 94L
		77S	82S 87S 92S 97S 102S 107S 112S 117S 122S 127S 132S
T806-PB2 [FEMALE Style]	Field Trousers Cargo (FR) PBlue (NAVY) AS4824 Female (Yellow and Silver Reflective Tape)	06	08 10 12 14 16 18 20 22 24 26 28 28
		8S	10S 12S 14S 16S 18S 20S 22S 24S 26S 28S 30S
F402	Boot Oliver 66495 Struct Black [UK BOOT SIZES]	3	3.5 4 4.5 5 5.5 6 6.6 7 7.5 8 8.5 9 9.5
		10	10.5 11 11.5 12 13 14 15 16 Other:
(Interfire): HBR9WBCVMF WH/YE/RE	Helmet, Pacific BR9 Wide Brim Helmet, cw Clip on F/Shield / Mesh Cradle	Available in White / Daisy Yellow / Red	
Colour:			
**Helmets with plain BUSHFIRE SERVICE WA Green/Red 'Logo Only' 50mm to be fitted on the front. (Comes with Nighstick Torch and holder to suit)			
**Individual Name Red-Text on Reflective-Background, Helmet Back Sticker x1, Reflective Helmet Name Tag. (UPPER CASE, LIST BELOW)			
BACK OF HELMET INDIVIDUAL SURNAME			
**Brigade Red Text on Reflective-Background, Helmet Side Sticker x2, Reflective Helmet Arch, suit BR9 Helmet. Indicate below: "BODDINGTON BFB", or "CROSSMAN BFB", or "MARRADONG BFB", or "QUINDANNING BFB" (UPPER CASE, LIST BELOW).			
SIDE OF HELMET BRIGADE TEXT X2			
Navy Baseball Cap, Indicate Brigade:			
Custom Name Badge - Red Text on White, Cloth. Fullname/Rank/Brigade. Rank Options: CHIEF, DEPUTY CHIEF, CAPTAIN, 1ST LIEUTENANT, 2ND LIEUTENANT, 3RD LIEUTENANT, 4TH LIEUTENANT, FIRE CONTROL OFFICER, BRIGADE TRAINER, FIRE FIGHTER.			
G113	Glove, Wildland, Level 1	2XS	XS S M L XL 2XL 3XL
9302-342 GOGGLE-FIRE	UVEX ULTRASONIC, Red/Black Fire Goggle P/Carb HC-AF Lens, Medium Impact AS/NZS 1337	Designed to fit over prescription spectacles, Polycarbonate lens	
Q810-NVY	Large navy kit bag with wheels	70cm long x 40cm wide x 45cm high	
Qty:		1 Pair	
Qty:		1	
Notes:			
Name / Signature by Brigade Captain or Equipment Officer		DATE:	

10.2 FORM 24 (Page 1); Basic Bush Firefighter Training - Recognition of Prior Learning (RPL)

	Shire of Boddington, Bush Fire Division	 FORM 24
Basic Bush Firefighter Training - Recognition of Prior Learning (RPL) Form		

*This form is only to be completed by the Shire of Boddington CBFCO, DCBFCO and relevant Brigade Captain. In the event of a Captain being reviewed for RPL, then Just the CBFCO and DCBFCO need to complete the form.

Volunteer Bush Fire Brigade Details:	
Student Rank / Full Name	: _____ / _____
Volunteer Number / Brigade	: _____ / _____
Mobile Number	: _____
Email Address	: _____

Assessors Details:	
Assessor 1 , Rank / Name	: CBFCO/ _____
Mobile Number	: _____
Email Address	: _____
Assessor 2 , Rank / Name	: DCBFCO/ _____
Mobile Number	: _____
Email Address	: _____
Assessor 3 , Rank / Name	: Captain/ _____
Mobile Number	: _____
Email Address	: _____

Basic Bush Firefighter Training:		<i>*Assessor 1, to complete this list. Tick/cross</i>	Completed Course	RPL Done	Other (See Notes)
Bushfire Safety Awareness	: Bush Fire Safety and Survival	☐	☐	☐	
	: Bush Fire Characteristics and Behaviour	☐	☐	☐	
	: Suppress Bush Fire	☐	☐	☐	
	: AIIMS Awareness	☐	☐	☐	
Firefighting Skills	: Introduction to Map Reading	☐	☐	☐	
	: Introduction to Communications	☐	☐	☐	
	: Tools and Equipment	☐	☐	☐	
	: Crew Protection	☐	☐	☐	

(Assessment Methods: e.g. Training, exams, assignments, practical assessments, operational observation, operational review etc...):

Assessor 1, Notes:	
Signature / Date	: _____

Assessor 2, Notes:	
Signature / Date	: _____

10.2 FORM 24 (Page 2); Basic Bush Firefighter Training - Recognition of Prior Learning (RPL)

Assessor 3, Notes:

Signature / Date : _____

**Students may submit any further evidence to the assessors. Including evidence/documentation demonstrating their competency in the subjects listed above. This evidence may include, but is not limited to: Transcripts, Certificantes, Work Experience, Professional Development Activities, References,*

OFFICE USE ONLY:

Shire ESO, Notes:

Shire ECM Reference : _____

Signature / Date : _____

Shire EMDS, Notes:

Signature / Date : _____

Shire CEO, Notes:

Approved: ☐

Not Approved: ☐

Other (See Notes): ☐

Signature / Date : _____

10.3 FORM 25; Brigade New Member / Recruit Checklist (Also see Section 1.9.12)

Brigade New Member / Recruit Checklist [Form 25]

Brigade Captains are to ensure that new members complete and submit their DFES Volunteer Application Form as soon as possible. All new to Brigade transferring members and new Recruit members should be given the following induction, which should be completed no later than 6 weeks from the new member commencing with the Brigade.

1. Brigade Procedures and Policies Induction:

- a. Introduce to the Brigades key personnel; ie. Captain, Secretary, Lieutenants, Training Officer, Trainers, Equipment Officer etc...
- b. Provide a Brigade contact list and as relevant get them onto the Brigades WhatsApp group.
- c. Discuss the Bush Fire Division and Brigade Chain of Command.
- d. Explain all roles eg. FCO, Captain, CBFCO, DCBFCO, Shire ESO, EMDS & Shire Admin.
- e. Review the Bush Fire Brigade Local Laws
- f. Review the Bush Fire Division Operational Procedures
- g. Provide a quick review all general Bush Fire related forms, such as Fire Incident Reports, FORM 23 Uniform Document etc...,
- h. Review the DFES Volunteers Hub System, including Academy.
- i. Inform that no Brigade member has delegated authority to speak to the media.
- j. Review the Brigades call-out procedures.

2. Brigade Training Schedule Induction

- a. Explain the DFES Training requirements and opportunities. Including the 8 subjects required to be competently completed in order to be able to gain Operational Fire Fighter Status and ranking.
- b. Review the Annual DFES Training Calendars and aim to plan complete the 8 subjects required.
- c. Review any up and coming in-house Brigade planned training.

3. Brigade Facilities and Vehicles Induction

- a. Give a tour of the Brigade Premises (and other locations as relevant). Including pointing out entrances, exits, fire exits and assembly points, fire extinguishers, hose reels, fire alarm points, first aid kits. Kitchen and training rooms.
- b. Assign a locker if required/available.
- c. AS relevant review the smoking areas, sign in book, storage areas, telephones, toilets/change rooms.
- d. Discuss security of the premises.
- e. Discuss personal car parking arrangements.
- f. Give a tour of the Brigades Fire Fighting Appliances and Equipment (Trailers etc...)
- g. Review the Brigades radio equipment and HEMA maps.

4. Brigade PPC & PPE Induction

- a. Inform of the process of being issued a full-new set of Personal Protective Clothing (PPC) and Personal Protective Equipment (PPE). Which requires completion of the 8 basic Fire Fighter training units.
- b. Review all PPC and PPE in relation to usage and maintenance.
- c. Recruits may be issued Brigade spare/old-stock PPC if available. All PPC and PPE should be signed for and records kept by the Brigade Equipment Officer.

10.4 FORM 26; Bush Fire Brigade Annual General Meeting Template

Bushfire Brigade Annual General Meeting (AGM) Template [Form 26]

Date: _____ **Time:** _____

Venue: _____

Chairperson: _____

Agenda

1. Welcome and Apologies

- Welcome by Chairperson (*Usually the Brigade President or Captain*)
- Apologies

2. Confirmation of Previous AGM Minutes

- Review of minutes from last AGM
- Motion to confirm minutes
- Business arising from minutes

3. Annual Reports

- Chairperson's Report
- Captain's Report
- Treasurer's Report (including presentation of financial statements)
- Secretary's Report
- Training Officer's Report
- Equipment Officer's Report

4. Election of Office Bearers

- Declaration of all positions vacant
- Election of new office bearers:
 - President (Optional)
 - Captain
 - 1ST Lieutenant, 2ND Lieutenant, 3RD Lieutenant, 4TH Lieutenant
 - Treasurer
 - Secretary
 - Training Officer
 - Equipment Officer
 - Other positions (if any)

5. General Business

- Review of brigade's strategic plan
- Discussion on upcoming fire season preparations
- Fundraising and community engagement plans
- Any other business raised by members

6. Special Presentations or Awards

- Presentation of service awards
- Acknowledgment of significant contributions

7. Next Meeting

- Schedule date for next AGM
- Set dates for regular meetings throughout the year

8. Closure

- Closing remarks by Chairperson
- Meeting adjournment

10.5 FORM 27; Brigade Meeting Return Form

- To be sent to the Shire ESO, within 2 weeks of all Brigade meetings being held.

Bush Fire Brigade Meeting Return Form [Form 27]

Date: _____ **Time:** _____

Venue: _____

Chairperson: _____

Attendees:

[illegible]

Attendees Continued:

[illegible]

Next Meeting:

- **Date:** _____
- **Time:** _____
- **Location:** _____

Additional Notes:

Submitted By:

- **Name:** _____
- **Position:** _____
- **Signature:** _____
- **Date:** _____

*****Attach a full copy of the Minutes of the Meeting to this return form:**

10.6 FORM 28; Application for Membership – See Bush Fire Brigades Local Laws, Appendix I & Appendix II
[Form 28]



APPLICATION TO JOIN A BUSH FIRE BRIGADE

1.

BRIGADE NAME LOCAL GOVERNMENT

2. MR ☐ MRS ☐ MISS ☐ MS ☐

3. SURNAME BLOCK LETTERS

4. GIVEN NAMES (IN FULL)

5. DATE OF BIRTH FEMALE ☐ MALE ☐

6. ADDRESS HOME POSTAL

POST CODE POST CODE

7. TELEPHONE HOME WORK MOBILE PAGER

EMAIL

8. MEMBERSHIP TYPE ACTIVE [A person who will become involved in the operational work of the brigade] ☐

(please 3) AUXILIARY [A person involved only in a support role (e.g. Communications/Admin)] ☐

CADET [An enrollee who is under 16 years of age] ☐

9. NEXT OF KIN DETAILS FULL NAME

ADDRESS

TELEPHONE RELATIONSHIP

10. BRIGADE TRAINING CARRIED OUT (IF KNOWN)

Course Title	Location	Date of Course

I certify that the above particulars are true and correct

ABC Form 29

Section A. Request for Fuel Hazard Reduction / Mitigation Burning on Private Property Section A (to be completed by the Property Owner)

I hereby request the Shire of Boddington's Local Bush Fire Brigade to undertake a Fuel Hazard Reduction Burn in accordance with Section 33 (6) of The Bush Fires Act 1954 on the undermentioned property for the fees indicated. I understand and agree with the conditions and procedures imposed in respect to the application and in doing so agree the Shire of Boddington, Bush Fire Brigade and Registered Members shall be released from and shall not incur any responsibility or liability whatsoever for any accident or injury to the applicant or any damage or loss of property of the applicant.

Name: _____

Address: _____

Telephone (home): _____ (mobile): _____

Location where the Fuel Hazard Reduction burn is to be conducted

Rural Street Number (green post number): _____

Lot / Street number: _____ Street / Road: _____

Locality: _____ Size of Area to be burnt: _____

Agreed cost to undertake the Fuel Hazard Reduction Burn: \$ _____

Special Considerations or Risks:

Signature of Applicant Date

I understand that if the burn is not able to be completed by the Bush Fire Brigade, that I as the land owner am still required to comply with the Shire of Boddington's Firebreak and Fuel Hazard Reduction Notice.

Section B. (to be completed by the Bush Fire Brigade)

_____ Bush Fire Brigade in respect to this request has carried out an inspection of the above mentioned property and has determined that a Fuel Hazard Reduction Burn can be carried out in accordance with Section 33 (6) of the Bush Fires Act 1954 and the Prescription Guidelines (Form 2) as detailed.

Fire Control Officer / Captain Date

Section C. (to be completed by the CBFCO or DCBFCO)

_____ Bush Fire Brigade is authorised to undertake Fuel Hazard Reduction Burning on the above mentioned property between the dates of _____ in accordance with this ABC Form and Form 2.

Authorised Officer Date

Pre-Burn Checklist

Information and Guidelines for Fuel Hazard, Reduction / Mitigation Burning on Private Property. The intent of this information is to illustrate any potential problems or risks in the area that is subject to a Fuel Hazard Reduction Burn by the Bush Fire Brigade.

Resources Required:

- **Fire Fighters Light Tanker Truck 1.4 Truck 2.4 Truck 3.4 Slip on-units Other**
- **Burn Lot or Location**
- **Rural Street Number**
- **Date Compiled**
- **Compiling Officer**
- **Action Areas**
- **Issue Yes No N/A Action**
 - Will smoke affect roads?
 - Will smoke affect town site?
 - Are firebreaks to the standard?
 - Is there a Building protection Zone?
 - Are there power lines at risk?
 - Is Telstra / Communications lines at risk?
 - Are Gas bottles protected?

Bush Fire PAFTACS, Operational Considerations

The checklist below is a list of operational considerations for the first arriving fire crew when giving the first SITREP to the Incident Controller (CBFCO):

P POSITION AND PROPERTY THREATENED

- Assess the situation
- Exposures / assets at risk / critical infrastructure

A AREA

- Size of fire

F FUEL DENSITY AND TYPE

- Estimate rate of spread (ROS)

T TIME TO CONTROL

- Establish a Incident Management Team
- Decide on objective, strategies and tactics
- Consider delegating key functions

A ASSISTANCE REQUIRED

- Traffic Management
- Road closures
- Additional resources

C COMMUNICATIONS AND CONTROL POINT

- Radio frequencies / Communications plan
- Location of control point
- Consider media and public advice / warnings

S SURFACE WIND STRENGTH AND DIRECTION

- Send SITREP
- Safety is first priority

11. APPENDICES

11.A, ANNEX A; Shire of Boddington Chief Executive Officer, Operational Firefighter Status Procedures document.

ANNEX A



Chief Executive Officer, Operational Fire Fighter Status, Procedures

Version 1.0 (June 2024)

These Procedures outline the requirements for all Bush Fire Brigade Volunteer members to first be recognised as an 'Operational Fire Fighter' by the Shire of Boddington Chief Executive Officer, Prior to being permitted to engage in any operational fire fighting incidents or pre-arranged mitigation burning events.

REFERENCES: Sections 1.9.11 and 1.9.15 of the **Bush Fire Division Operating Procedures 2024-2029** document.

1. In order to achieve 'Operational Fire Fighter Status', all Bush Fire Brigade volunteer members will need to competently complete the below selected eight - Department of Fire and Emergency Services of Western Australia (DFES) training, Bushfire Safety Awareness and Firefighting Skills subjects.

Which includes:

- **Basic Bush Fire – Bush Fire Safety Awareness**
 - ✓ **Bush Fire Characteristics and Behaviour**
 - ✓ **Bush Fire Safety and Survival**
 - ✓ **Suppress Bush Fire**
 - ✓ **AIIMS Awareness**
- **Basic Bush Fire – Fire Fighting Skills**
 - ✓ **Introduction to Map Reading**
 - ✓ **Introduction to Communications**
 - ✓ **Tools and Equipment**
 - ✓ **Crew Protection**

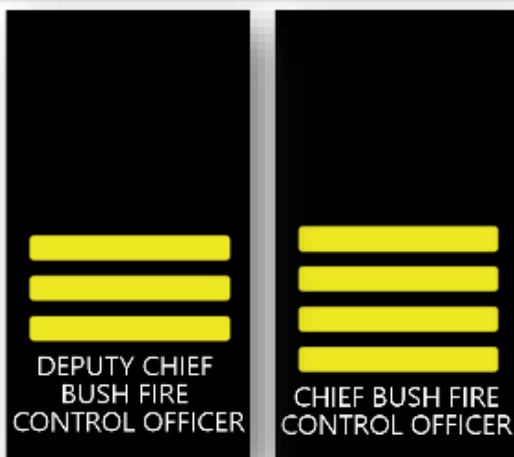
Alternatively, a Member may be granted recognition of prior learning (RPL) for these subjects, which includes a review by the Bush Fire Division Chief Bush Fire Control Officer (CBFCO) and Deputy Chief Bush Fire Control Officer (DCBFCO) and relevant Brigade Captain. In the case of a Brigade Captain being reviewed, just a review by the CBFCO and DBFCO will suffice. The RPL form is then sent to the Shire Emergency Services Officer for Shire review and processing. The CBFCO, DCBFCO and relevant Captain will be advised of the outcome of each review.

2. This has been put in place to ensure Volunteers attending fires incidents and events, do so as safely as possible, while maintaining contemporary Work Health and Safety practices, where they demonstrated that they have the basic training or skills and experience required prior to attending such incidents and events.
3. The Shire recognises that the Department of Fire and Emergency Services of Western Australia, maintains training records and has responsibility for all volunteer training.
4. The Shire of Boddington, Division Chief Bush Fire Control Officer has over-all responsibility to ensure volunteers who undergo recognition of prior learning for the selected eight subjects, satisfactorily meets the required skills and experience for each of those subjects to be able to be granted RPL.
5. The Shire Chief Executive Officer, has a responsibility to ensure all 'Operational Fire Fighters', have either competently completed the required eight selected subjects, or they have been granted RPL for them or a combination of both.
6. Even where volunteers are granted RPL for any of the selected eight subjects, they are encouraged to attempt to complete the up to date DFES training when convenient.

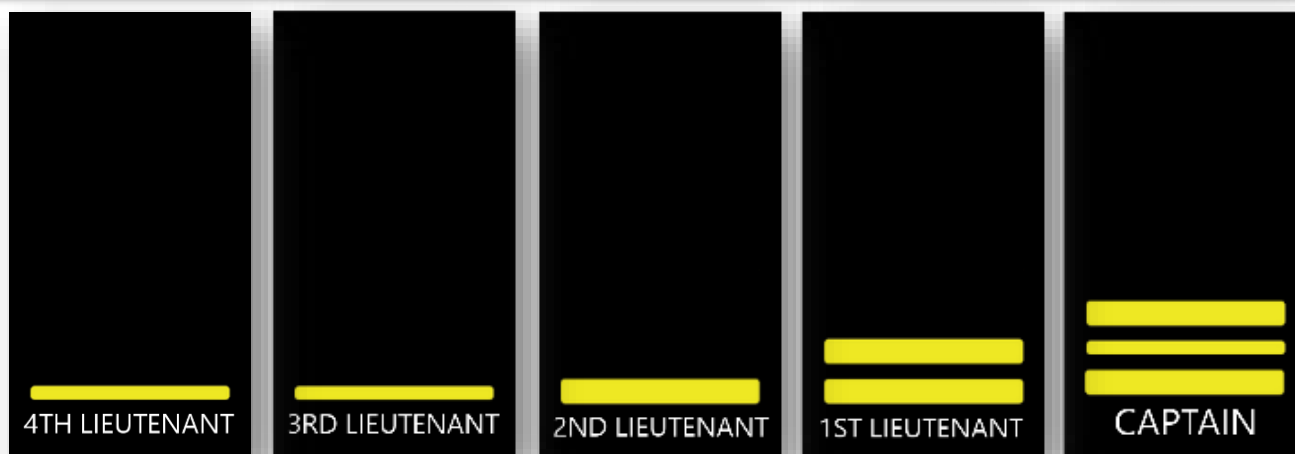
Julie Burton
Chief Executive Officer

Bush Fire Division Rank Insignia Chart

Division Officers



Brigade Officers



Brigade Other Ranks



Bush Fire Division network Communications Plan

Communications

- **Command Channel** **Mount Saddleback WAERN VHF High Band Ch. 114**
- **Sector Channel** **UHF Ch. 5**

1. Note: WAERN VHF & UHF Bands are not linked. When approaching a fire the call in channel is UHF 5 or relevant WAERN Channel.

Surrounding Area Channels

- Williams WAERN VHF High Band Ch. 343
- Yarloop (Mount William) WAERN VHF High Band Ch. 276
- Pinjarra (Turner Hill) WAERN VHF High Band Ch. 218
- Wandering WAERN VHF High Band Ch. 339
- Mount Wells (Bannister) PWS VHF High Band Ch. 649

Forward Control Point (FCP)

- The Shire has a Fire Command Vehicle (FCV) that may be established in the early stages of a significant incident.
- Prior to the FCP being established the Incident Controller (IC) may control operations from any vehicle.
- Radio communications is the preferred means of contacting the IC on arrival (WAERN Channel 114).
- All level two incidents will involve the IC operating from the Incident Control Centre.

Incident Control Vehicle (ICV)

ICV's are mobile support facilities that may be available (The Shire of Boddington Bush Fire Division has one FCV available, otherwise and ICV may be requested through DFES Communications Centre on 1800 198 140) to provide:

- Enhanced incident communications
- Staging and incident access control – Control Point
- Mapping
- IMT meeting area
- Intelligence links (e.g. air intel)

Incident Control Centre (ICC)

The Shire Office at 39 Bannister Road, Boddington may be used as the ICC; it may also be the designated staging point for incoming crews unless specified otherwise.

11.D, ANNEX D; Bush Fire Advisory Committee – Terms of Reference

- Also see:
 - Division 4, of the **Shire of Boddington, Bush Fire Brigades Local Law 2023** document.
 - Section 67, of the **Bush Fires Act 1954**

ANNEX D

BUSH FIRE ADVISORY COMMITTEE, TERMS OF REFERENCE (18 July 2023)

1. NAME

The Name of the Committee is the Shire of Boddington Bush Fire Advisory Committee.

2. HEAD OF POWER

The Committee is established by Council under Section 67 of the *Bush Fires Act 1964*.

3. DEFINITIONS

- Committee means the Shire of Boddington Bush Fire Advisory Committee (BFAC)
- Council means the Council of the Shire of Boddington
- Elected Member means a Councillor of the Shire of Boddington

4. OBJECTIVES

4.1 To provide a forum for discussion and to advise Council on all matters relating to:

- The preventing, controlling and extinguishing of bush fires
- The planning of the layouts of firebreaks in the district
- Prosecutions for breaches of the *Bush Fires Act 1954*
- The formation of Bush Fire Brigades and the grouping thereof under group Brigade Officers.
- The ensuring of cooperation and coordination of Bush Fire Brigades in their efforts and activities.
- Any other matters relating to bush fire control whether of the same kind as, or different kind of those specified.

5. COMMITTEE STRUCTURE

5.1 The Committee shall consist of the following members, ex officio members/observers and staff.

5.2 Delegated voting membership

- 1 x Elected Member
- 1 x Chief Bush Fire Control Officer
- 1 x Deputy Chief Bush Fire Control Officer
- 4 x Brigade Captains / or an office bearer of the Brigade as nominated by the Captain.

5.3 Ex Officio Members and Observers

- 1 x Department of Fire and Emergency Services representative
- 1 x Department of Biodiversity, Conservation and Attractions representative
- 1 x Saddleback Tree Farms representative
- 1 x Newmont Boddington Gold representative
- 1 x South 32 representative
- 1 x Forrest Product Commission representative

5.4 A quorum will be 4 voting members.

5.5 The Committee may invite appropriate persons to attend any meeting but such persons shall not be entitled to vote on any decision arising out of that meeting.

5.6 The committee is supported by the Executive Manager Development Services

6. TERMS OF APPOINTMENT

6.1 The Elected Member is appointed by Council following ordinary Local Government elections for a term of up to two years to expire on the date of the subsequent ordinary Local Government elections.

6.2 If an elected member resigns or becomes ineligible prior to an ordinary Local Government election, Council will appoint a replacement.

7. PRESIDING PERSON

7.1 The nominated Elected Member shall fulfil the role of the Presiding Person.

7.2 In the absence of the Presiding Person the Chief Bush Fire Control Officer shall assume the role of Presiding Person.

7.3 In the absence of the Presiding Person and Deputy Presiding Person the Committee members present at the meeting are to choose one of themselves to preside the meeting.

7.4 The role of the Presiding Person includes:

- Ensuring all Committee members have an opportunity to participate in discussions in an open and encouraging manner and;
- Where a matter has been debated significantly and no new information is being discussed, to call the meeting to order and ask for the debate to be finalised and the motion to be put.

8. MEETINGS OF THE COMMITTEE

8.1 The Committee shall meet annually for its annual general meeting in July and then as required.

8.2 Extra meetings of the committee may be convened:

- a) By the Presiding Member
- b) By written notice to all Committee members, such notice being signed by at least four members of the Committee, giving not less than seven (7) days' notice and stating the purpose of the meeting.
- c) By the Council

9. REPORTS TO THE BUSH FIRE ADVISORY COMMITTEE

9.1 Each fire brigade Captain on the Committee shall submit a report of the Brigade's training activities, vehicle and equipment status, and general business, to each meeting of the Bush Fire Advisory Committee.

10. POWERS OF THE COMMITTEE

10.1 The Committee is a formally appointed committee of Council and is responsible to that body.

10.2 The Committee does not have any delegated authority.

10.3 Committee recommendations must be adopted by Council during a formal Council meeting, or approved by the Chief Executive Officer where delegation exists, before they can be implemented.

- 10.4 Members of the Committee are not permitted to speak to the media as representatives of the Committee unless approved by Council.

11. SUBCOMMITTEES

- 11.1 The Committee may establish and appoint members from within its number to subcommittees to consider any specified matter or matters within the general remit of the Committee objectives.
- 11.2 The Committee shall determine the terms of reference for any subcommittee it so establishes.
- 11.3 A subcommittee so appointed shall report to the Committee in a frequency and manner determined by the Committee.

12. VOTING

- 12.1 Each voting member of the committee present during a meeting will have one vote.
- 12.2 The Presiding Person does not have a casting vote in the event of equality of votes.
- 12.3 In the case of an equality of votes the recommendation shall be determined in the negative.
- 12.4 The names of members voting for and against are to be recorded in the minutes.

13. REPORTING REQUIREMENTS

- 13.1 The Presiding person at a meeting is to ensure that Minutes are kept of the meetings proceedings.
- 13.2 Recommendations arising from the Minutes requiring a Council decision shall be presented to Council at the next Ordinary Council Meeting or earliest available Council meeting if it is not possible to present the Minutes to the next Ordinary Council Meeting.

14. CODE OF CONDUCT

- 14.1 All Committee Members must abide by the Council and Committee Members Code of Conduct.

15. TERMINATION OF THE COMMITTEE

- 15.1 The Committee can be terminated at the discretion of the Council.

End of document

9. **REPORTS OF OFFICERS**

9.1 **DEVELOPMENT AND COMMUNITY SERVICES**

Cr P Carrotts declared a proximity interest in the following items 9.1.1 and left Council Chambers at 5.42pm.

9.1.1 **Development Application for Oversized Outbuilding: Lot 28 (No. 51) Crossman Road, Ranford**

File Ref No:	2.064
Applicant:	Shaughan Cullen
Previous item	Nil
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements	Simple majority
Attachments:	9.1.1A Location Plan 9.1.1B Plans and information from applicant

Summary

For Council to consider conditional approval, for a Development Application, for an oversized outbuilding at Lot 28 (No. 51) Crossman Road, Ranford.

Background

The applicant seeks development approval for an oversized outbuilding on the property outlined at Attachment 9.1.1A. The site is 21.6394 hectares in area and contains a dwelling, existing shed (outbuilding) of 145m², shearing shed (66m²) and hay shed (66m²). Details submitted by the applicant are set out in Attachment 9.1.1B. The proposed outbuilding:

- Will be used to store farm and earthmoving equipment as well as enabling equipment to be serviced under cover;
- Is 21.6m long, 18.2m wide, has a 4.7m wall height and has a floor area of 393m²;
- Is setback 42m from the front property boundary and is well setback from other property boundaries; and
- Is screened from Crossman Road by the existing shed and blends in with the property setting.

Comment

The application requires Council determination given the area of the existing outbuildings plus the proposed outbuilding floor area totals 670m². This exceeds the maximum area of 300m² set out in *Local Planning Policy No. 7 Outbuildings* for the Rural Residential zone.

While noting the application is inconsistent with *Local Planning Policy No. 7*, given it is 'oversize', the Development Application is conditionally supported given:

- The property is around 10 – 20 times larger than other Rural Residential zoned lots (which are typically 1 – 2 hectares);
- While the property is zoned Rural Residential, it has characteristics of a Rural Smallholding property where farming and additional on-site employment opportunities occur. By way of comparison, *Local Planning Policy No. 7 Outbuildings* outlines there is no maximum limit to the size of outbuildings on land zoned Rural Smallholding provided the outbuilding is located in the building envelope;

- The proposed outbuilding is compatible with its setting in terms of height, bulk, scale, orientation and appearance;
- There will be no overshadowing onto neighbouring dwellings;
- The outbuilding complies with Scheme setback requirements and other development standards other than the floor area;
- No objections were raised by neighbours;
- The location of the outbuilding does not preclude future subdivision of the property; and
- Recommended development conditions and advice can assist to control the use and management of the development.

It is noted that approval of the application creates a precedent. While noting this, all Development Applications are required to be considered on their merits taking account of the property context and the planning framework.

While noting it is a variation to Council Policy, it is recommended that Council approve the Development Application subject to conditions.

Consultation

The Shire invited written comment from adjoining/nearby landowners on this application for a two week period. One submission was received raising no objections.

Strategic Implications

Aspiration	Prosperity
Outcome 10	A thriving economy with good access to education and jobs for everyone.
Aspiration	Performance
Outcome 12	Visionary leadership and responsible governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

The site is zoned 'Rural Residential' in the *Shire of Boddington Local Planning Scheme No. 3* (LPS3) and is within Special Control Area 6 – Structure Plan Area.

Planning and Development Act 2005, Planning and Development (Local Planning Schemes) Regulations 2015 and LPS3. The property is located in the bushfire prone area.

Policy Implications

Local Planning Policies are relevant in assessing the Development Application. Local Planning Policies are non-statutory documents which are designed to provide guidance to assist the Council in its decision making. Accordingly, the Council is not bound by the policies but is required to have regard to the policies in determining the Development Application.

Financial Implications

Subject to the Council's decision, there are no immediate financial implications for the Council from the application. The applicant can request a right of review (appeal) to the State Administrative Tribunal.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Development Application is refused and the applicant appeals to the State Administration Tribunal
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	Approval development application with conditions.

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 123/24

Moved: Cr L Lewis

Seconded: Cr A Ryley

That Council approve the Development Application for an outbuilding (machinery shed) at Lot 28 on Plan 16052 (No. 51) Crossman Road, Ranford, *pursuant to Schedule 2, Part 9, Clause 68 (2) of the Planning and Development (Local Planning Schemes) Regulations 2015 and subject to the following conditions and advice notes:*

- 1. The development hereby approved must be carried out in accordance with the plans submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plan and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.**
- 2. The provision of details with the Building Permit application as to how stormwater will be addressed for the proposed development to the satisfaction of local government. The local government will require that all stormwater from the single house and outbuilding shall be collected and detained on site to the satisfaction of the local government prior to occupation. The stormwater facilities provided in accordance with this condition shall be permanently maintained in an operative condition to the satisfaction of the local government.**
- 3. The external walls of the outbuilding are clad in Colourbond colours to the satisfaction of the local government.**
- 4. The approved outbuilding is to be used solely for purposes incidental and ancillary to the enjoyment of the dwelling as the approved use for that purpose.**
- 5. The outbuilding is not used for industrial, commercial or habitable purposes.**

Advice

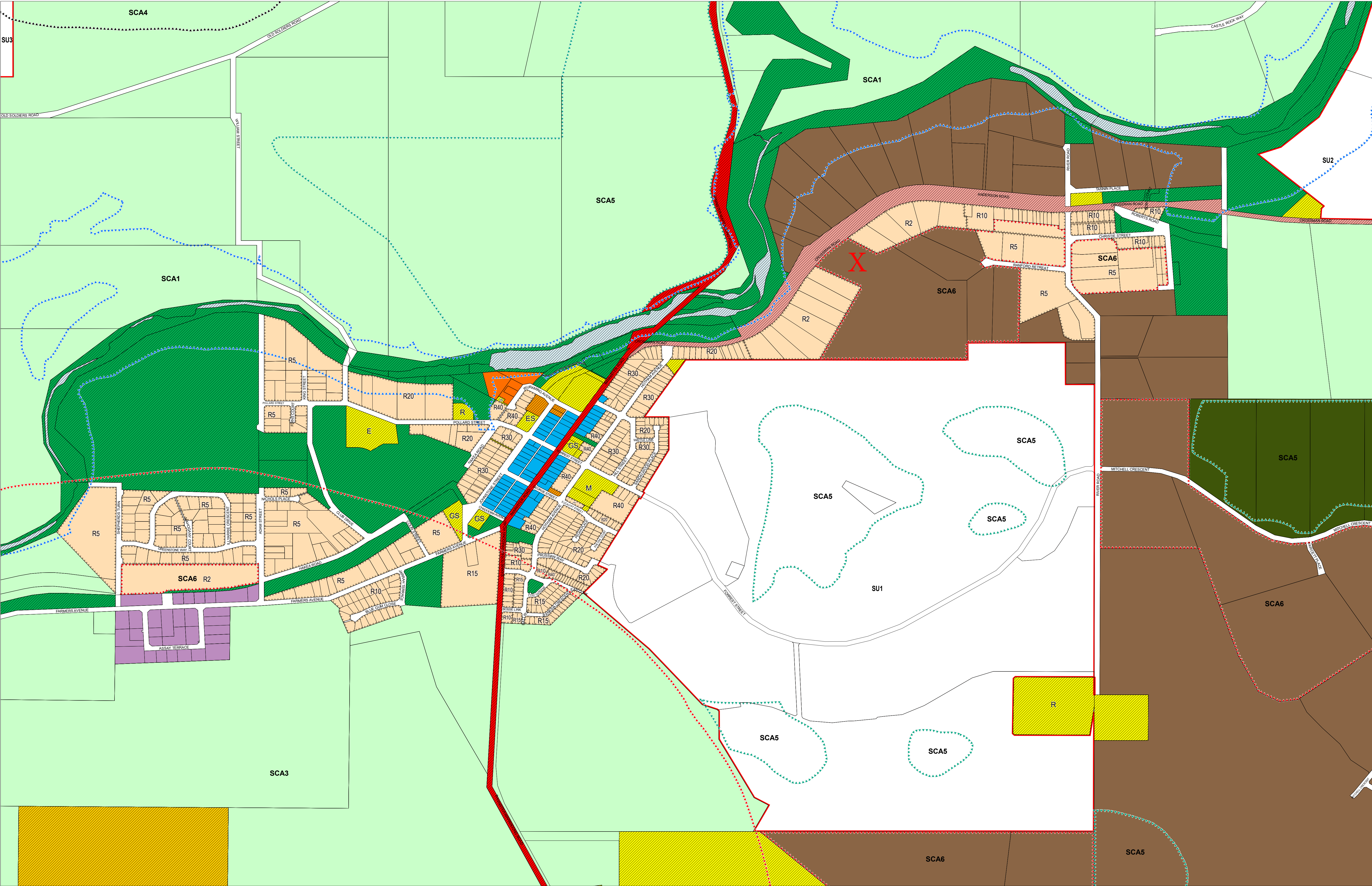
- A) This is not a Building Permit. A Building Permit must be obtained before the commencement of any site and/or development works.**
- B) If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.**
- C) The outbuilding is located within a designated bushfire prone area as set out at <https://maps.slip.wa.gov.au/landgate/bushfireprone/>. A low fuel area should be maintained around the outbuilding at all times.**
- D) If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.**

Carried: 5-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr A Ryley, Cr J Van Heerden

Against: Nil

Cr P Carrots returned to the meeting at 5.47pm.



LEGEND

LOCAL SCHEME RESERVES

Civic and Community	Education
Drainage/Waterway	Emergency Services
Primary Distributor Road	Government Services
Local Distributor Road	Infrastructure Services
Local Road	Medical Services
Public Open Space	Recreational
Public Purposes	State Forest
Cemetery	

LOCAL SCHEME ZONES

Commercial	Rural Residential
Environmental Conservation	Rural Smallholdings
General Industry	Special Use
Residential	Tourism
Rural	

OTHER CATEGORIES

(see scheme text for additional information)

Scheme Area Boundary	
Local Government Boundary	
R20 R Codes	
SU1 Special Use Area	
SCA1 Special Control Area - Flood Prone Area	
SCA2 Special Control Area - Public Drinking Water Source Area	
SCA3 Special Control Area - General (Mining Buffer)	
SCA4 Special Control Area - Infrastructure (Wastewater Treatment Buffer)	
SCA5 Special Control Area - Environment (Landscape Protection)	
SCA6 Special Control Area - General (Structure Plan Areas)	

VERSION No 1



Department of Planning,
Lands and Heritage

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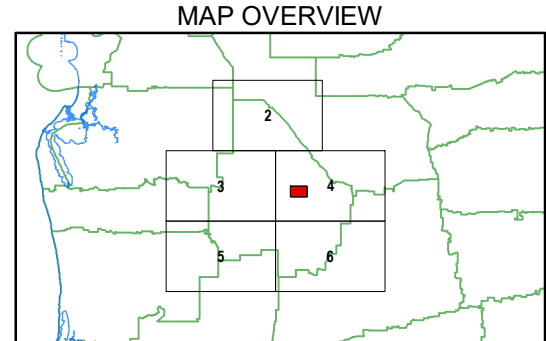
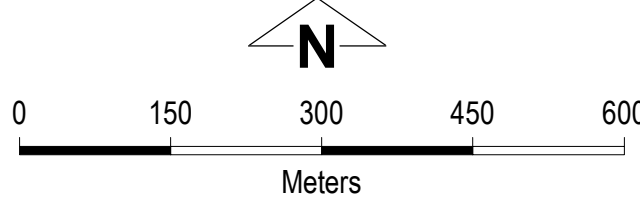
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Shire of Boddington

Local Planning Scheme No. 3

(District Scheme)



Authorised: T.Servaas

Plot Date: 11 June 2021

G.Gazette: Friday, 11 June 2021

Local Planning Scheme Map No. 1 of 6
MAP: Boddington and Ranford Townsites

Shire of Boddington

Local Planning Scheme No. 3

(District Scheme)

APPLICATION FOR DEVELOPMENT APPROVAL

Property details		
Lot No: 49-53 49-53	House/Street No: 51	Location No:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Title encumbrances (e.g. easements, restrictive covenants):		
Street name: CROSSMAN		
Suburb: BODDINGTON		
Nearest street intersection: BANHISTER.		
Proposed development		
Nature of development: ☒ Works ☐ Use ☐ Works and use		
Is an exemption from development claimed for part of the development? ☐ Yes ☒ No		
If yes, is the exemption for: ☐ Works ☐ Use		
Description of proposed works and/or land use: MACHINERY SHED		
Description of exemption claimed (if relevant):		
Nature of any existing buildings and/or land use:		
Approximate cost of proposed development: 118,000.		
Estimated time of completion: 118,000		
OFFICE USE ONLY Acceptance Officer's initials: Local government reference No: Date received:		

APPLICATION FOR DEVELOPMENT APPROVAL

Owner details		
Name: <u>SHAUGHAN CULLEN</u>		
ABN (if applicable):		
Address: <u>51 CROSSMAN ROAD BODDINGTON</u>		
		Postcode: <u>6390</u>
Phone:	Fax:	Email:
Work:		
Home:		
Mobile: 		
Contact person for correspondence:		
Signature: <u>[Signature]</u>		Date: <u>5-7-24</u>
Signature:		Date:
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).</i>		

Applicant details (if different from owner)		
Name:		
Address:		
		Postcode:
Phone:	Fax:	Email:
Work:		
Home:		
Mobile:		
Contact person for correspondence:		
The information and plans provided with this application may be made available by the local government for public viewing in connection with the application. ☐ Yes ☐ No		
Signature:		Date:

12 July, 2024

Shaughan Cullen
51 Crossman Road
RANFORD WA 6390



James Wickens
Executive Manager Development and Community Services
Shire of Boddington
39 Bannister Road
BODDINGTON WA 6390

Dear James

I refer to your email of 9 July and respond as follows :

I wish to install this shed to house my farm and earthmoving equipment out of the weather and enable me to service this equipment in house.

The existing shed has an open front and is positioned so that it gets hammered by the weather - wind and rain. The positioning of the new shed has been chosen as it is close to all services, ie power & lights and will also act as a buffer for weather into the current shed. The new shed is screened from the road and blends in with our property setting and also complies with Scheme setback requirements. Our property is 53 acres and is much larger than an average rural/residential property.

I have attached an aerial photo of our property highlighting the existing sheds and the sizes of these structures.

We have contacted our neighbours and they are on board with our plans.

If you require any further information please do not hesitate to contact me.

Yours faithfully

Shaughan Cullen

A handwritten signature in black ink, appearing to read 'Shaughan Cullen'.



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

GENERAL STEEL PRODUCTS

STRUCTURAL ENGINEERING DETAILS



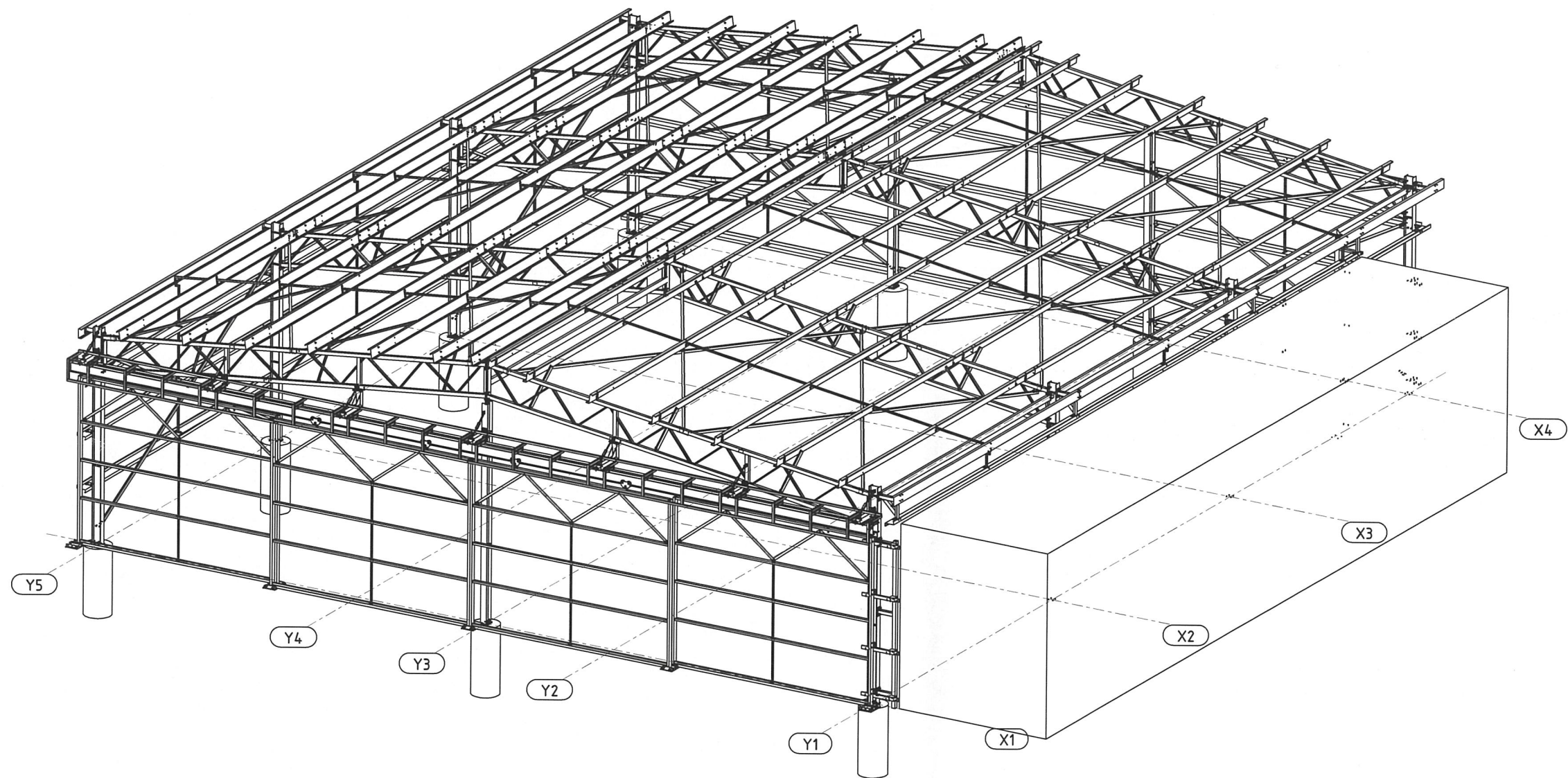
PROPOSED NEW SHED 18.2x21.6x4.7m

Minutes | Ordinary Council Meeting | 28 August 2024

GENERAL ENGINEERING SERVICES

Signed:  Date: 3/7/2024

MEMBERS SCHEDULE	
NAME	MEMBER SIZE
COLUMN	200 UB 25
	SHS 100*3.0
TRUSS (750 DEEP)	SHS 75*2.5 TOP CHORD
	RHS 50*25*2.3 WEB
	SHS 75*2.5 BOTTOM CHORD
PURLIN	Z200*1.5 @ 1600 MAX
GIRT	Z200*1.5 @ 1650 MAX
FASCIA PURLIN	C200*1.5
FLY BRACE	50*2.3 EA
BRIDGING	SHS 30*1.4
BRACING	50*4 EA
WIND BRACING	50*4 EA
STRUT	RHS 120*60*3.0
HEADER BEAM	200 UB 18
SD. VERTICAL MEMBER	RHS 100*50*1.8
SD. HORIZONTAL MEMBER	RHS 80*40*1.4



Structure-3d View
SC: 1:75

**GENERAL STEEL PRODUCTS**

STRUCTURAL CERTIFICATION
THE STRUCTURAL DESIGN ASSESSED USING
A COMBINATION OF OR RELIANCE UPON ONE
OR MORE OF THE FOLLOWING AUSTRALIAN
STANDARD CODES
AS/NZS 1170.0:2002 (GENERAL PRINCIPLES)
AS/NZS 1170.1:2002 (PERMANENT, IMPOSED)
AS/NZS 1170.2:2011 (WIND ACTIONS)
AS 1684:2010 (TIMBER FRAMING CODE)
AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
AS 2870-2011 (SLABS & FOOTINGS)
AS 4100 STEEL STRUCTURES CODE
AS 3600 CONCRETE STRUCTURES CODE


Signature
No.1210050

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DRAWING NAME
Structure-3D View

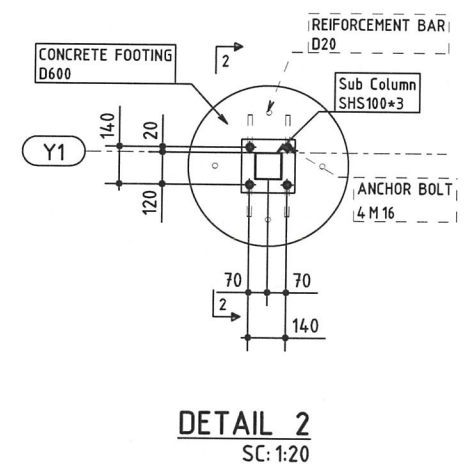
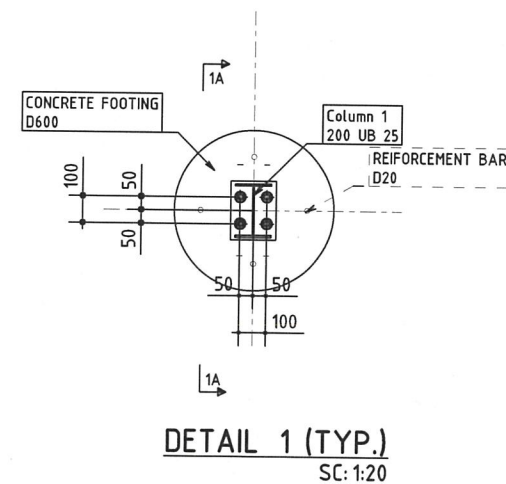
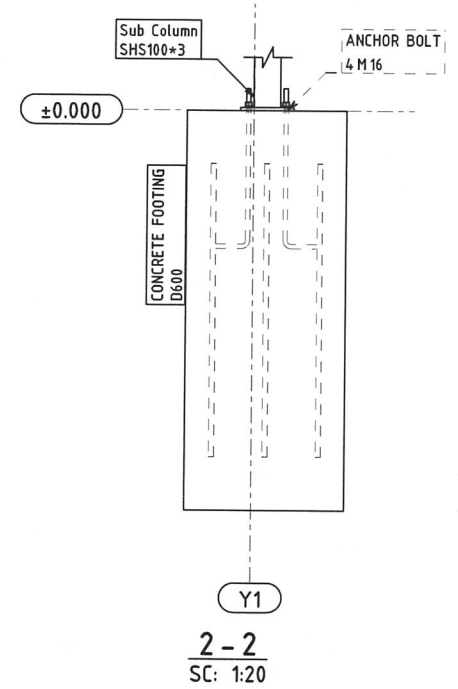
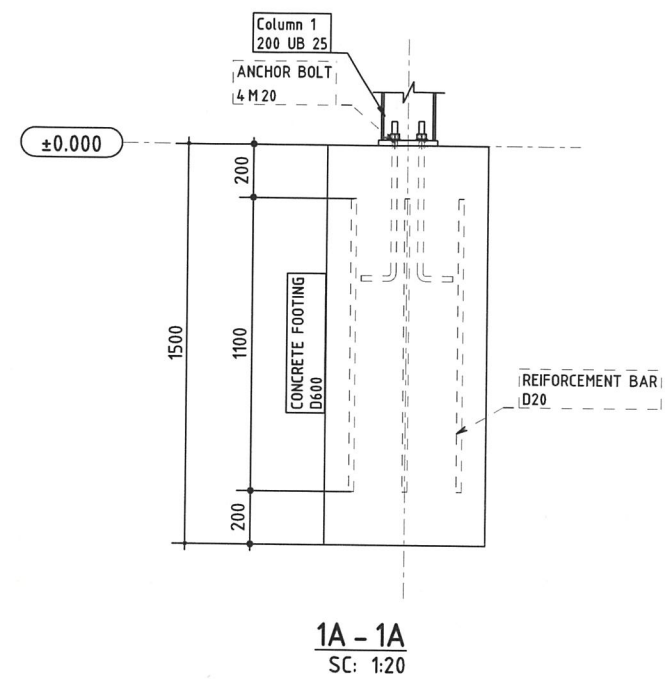
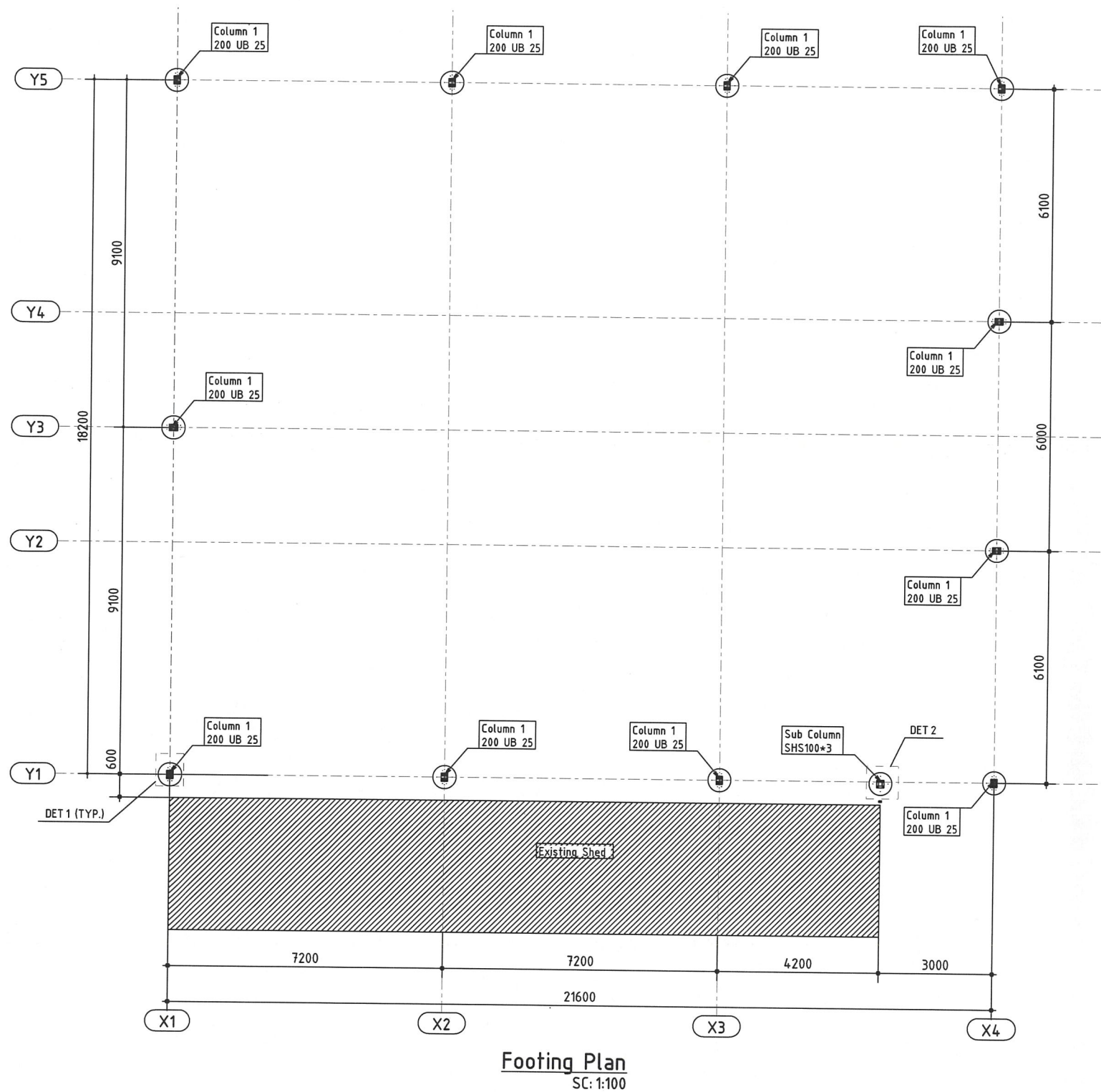

Signed:  Date: 3/7/2024

PROJECT:
18.2x21.6x4.7m

DRAWING NO. S-01 REV. A
ISSUED DATE 09.01.2023


PO Box 1156
Kelmscott WA 6997
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E: admin@GSPaus.com.au
W: www.GSPaus.com.au

92



GSP GENERAL STEEL PRODUCTS

STRUCTURAL CERTIFICATION
THE STRUCTURAL DESIGN ASSESSED USING
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OR MORE OF THE FOLLOWING AUSTRALIAN
STANDARD CODES
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AS 1684:2010 (TIMBER FRAMING CODE)
AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
AS 2870:2011 (SLABS & FOOTINGS)
AS 4100 STEEL STRUCTURES CODE
AS 3600 CONCRETE STRUCTURES CODE

Dinh Phan
Signature No.1210050

DRAWING NAME

Footing Deatails

GENERAL ENGINEERING SERVICES

Signed: *[Signature]* Date: 3/7/2024

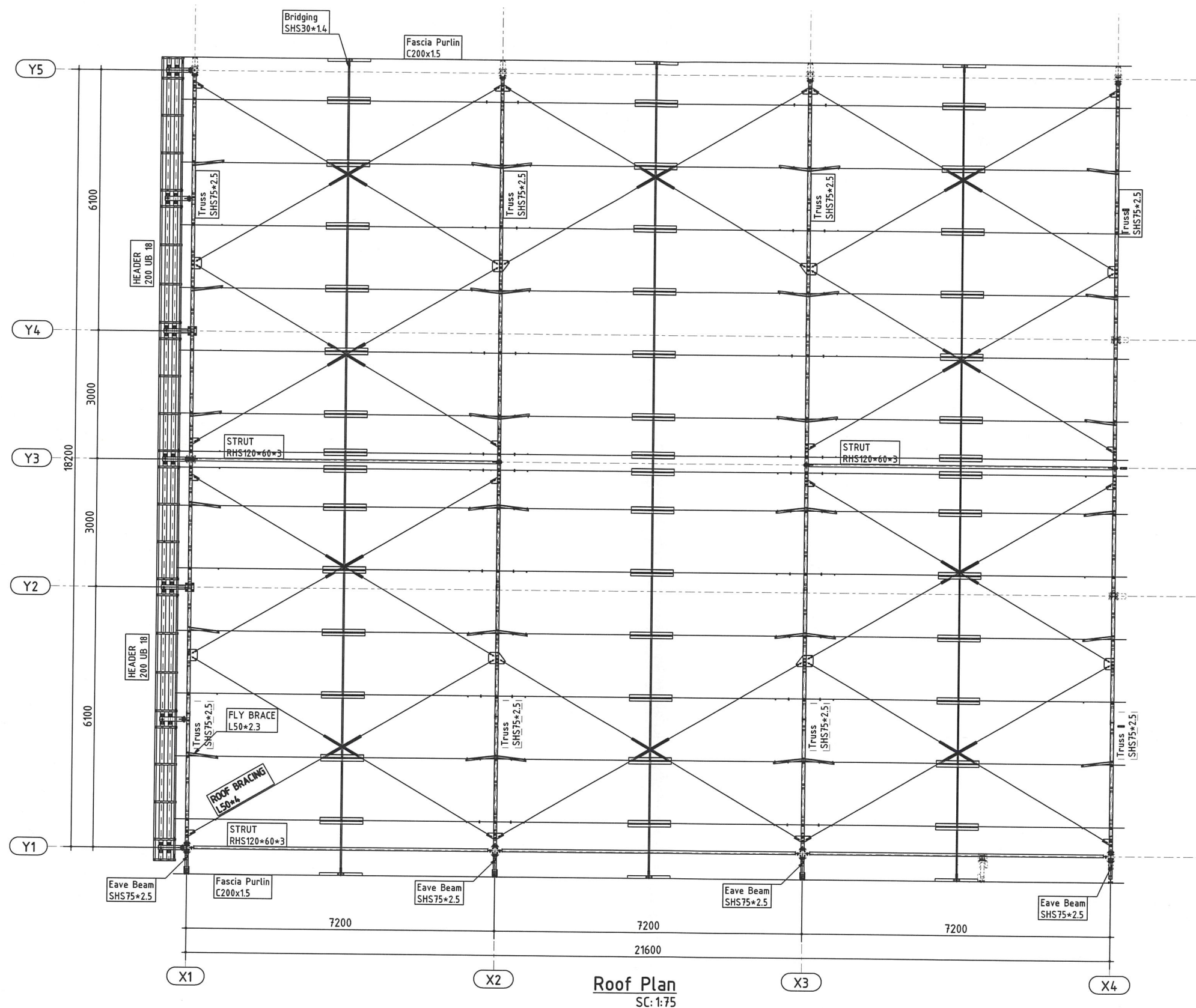
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PROJECT:

18.2x21.6x4.7m

DRAWING NO. S-02 REV. A
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W: www.GSPaus.com.au



Roof Plan
SC: 1:75

GSP GENERAL STEEL PRODUCTS

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THE STRUCTURAL DESIGN ASSESSED USING
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OR MORE OF THE FOLLOWING AUSTRALIAN
STANDARD CODES
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AS/NZS 1170.1:2002 (PERMANENT, IMPOSED)
AS/NZS 1170.2:2011 (WIND ACTIONS)
AS 1684:2010 (TIMBER FRAMING CODE)
AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
AS 2870:2011 (SLABS & FOOTINGS)
AS 4100 STEEL STRUCTURES CODE
AS 3600 CONCRETE STRUCTURES CODE

Dinh Phan
Signature No.1210050

DRAWING NAME

Roof Plan

GENERAL ENGINEERING SERVICES

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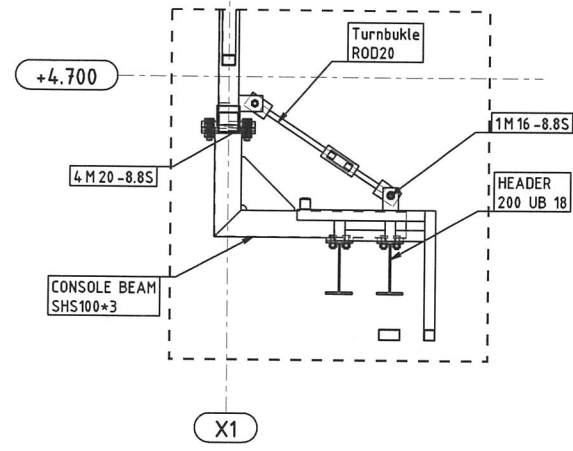
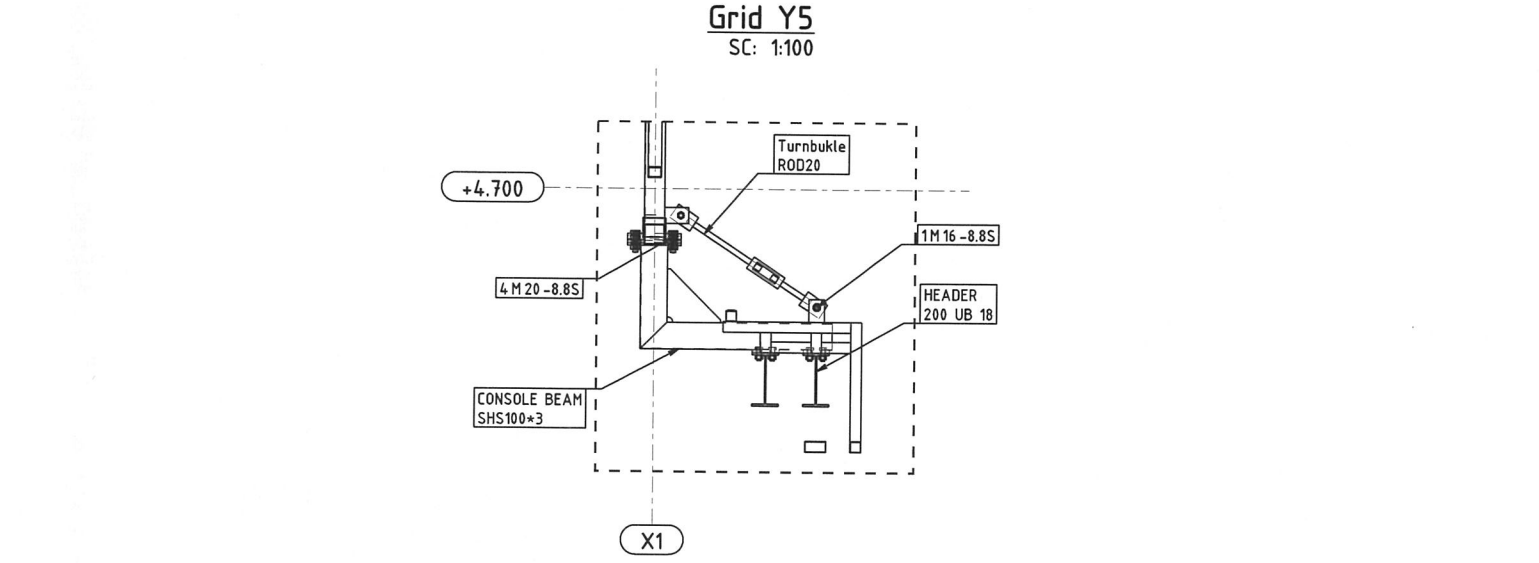
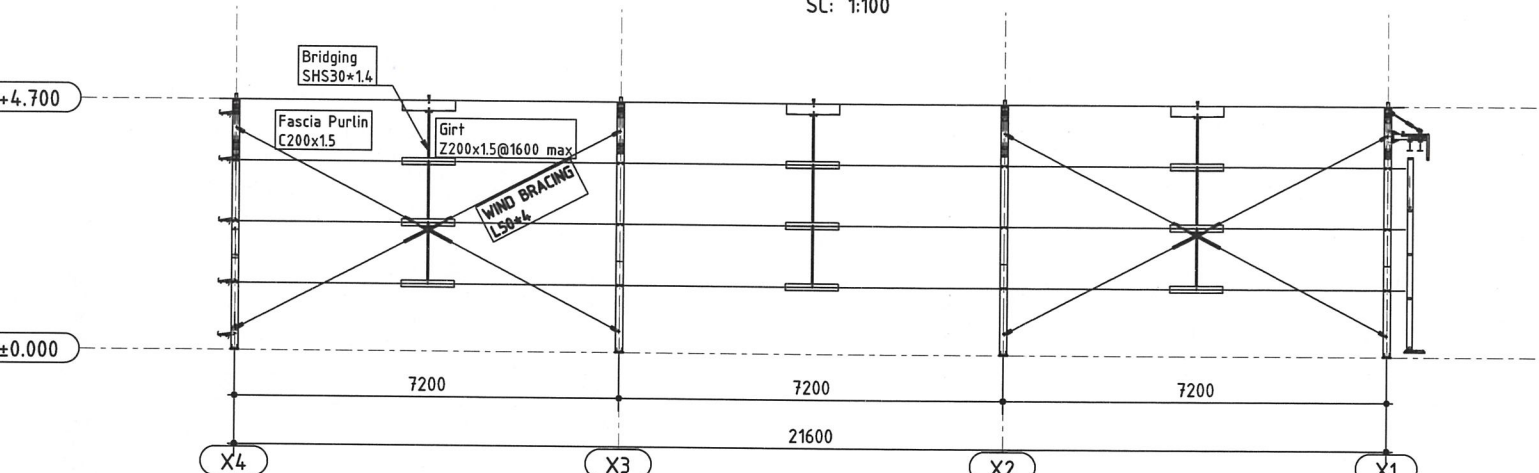
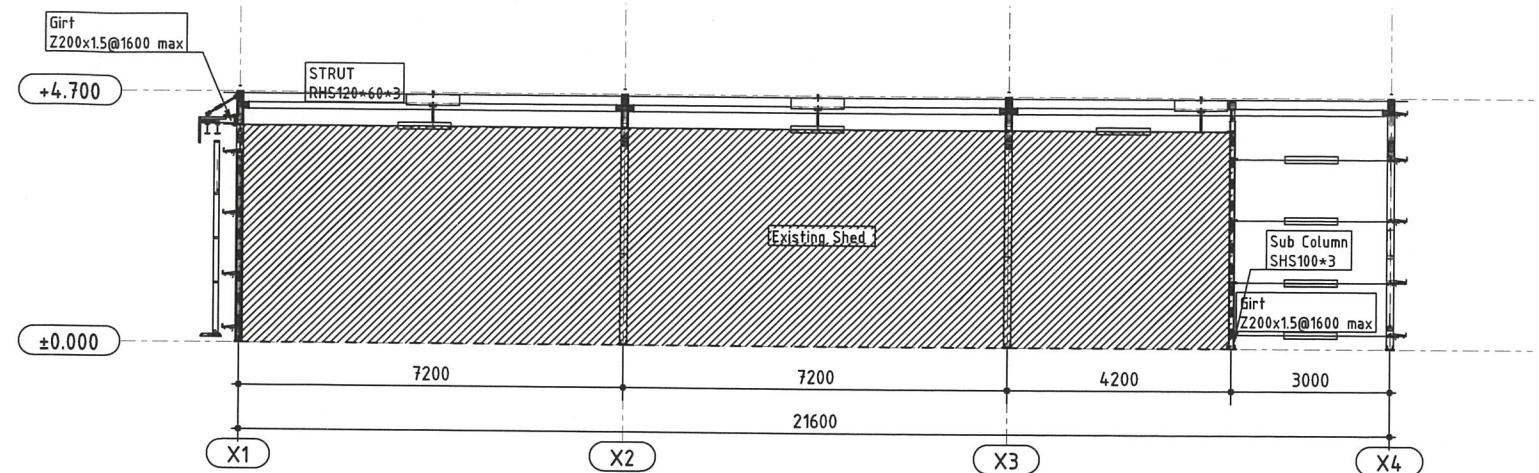
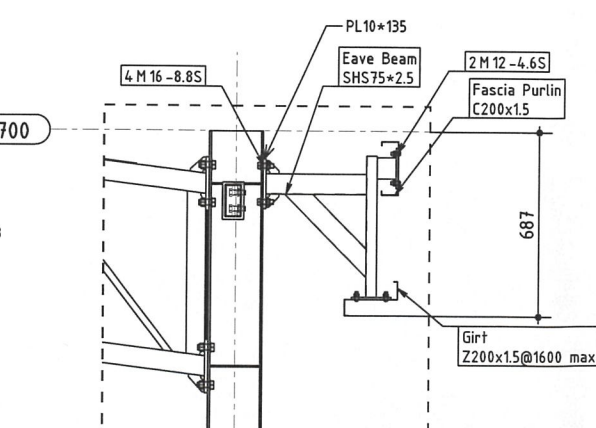
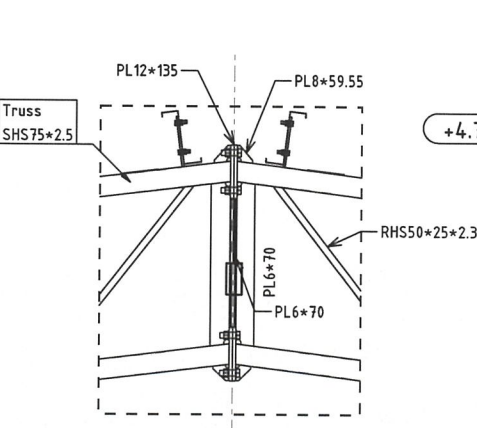
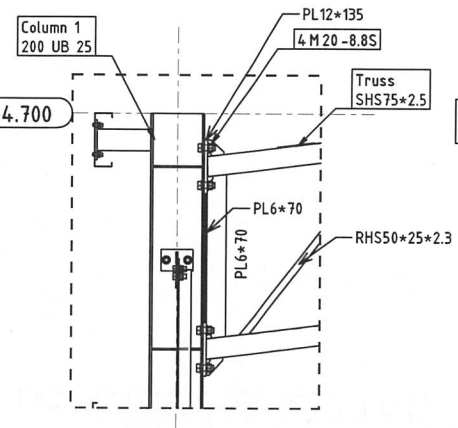
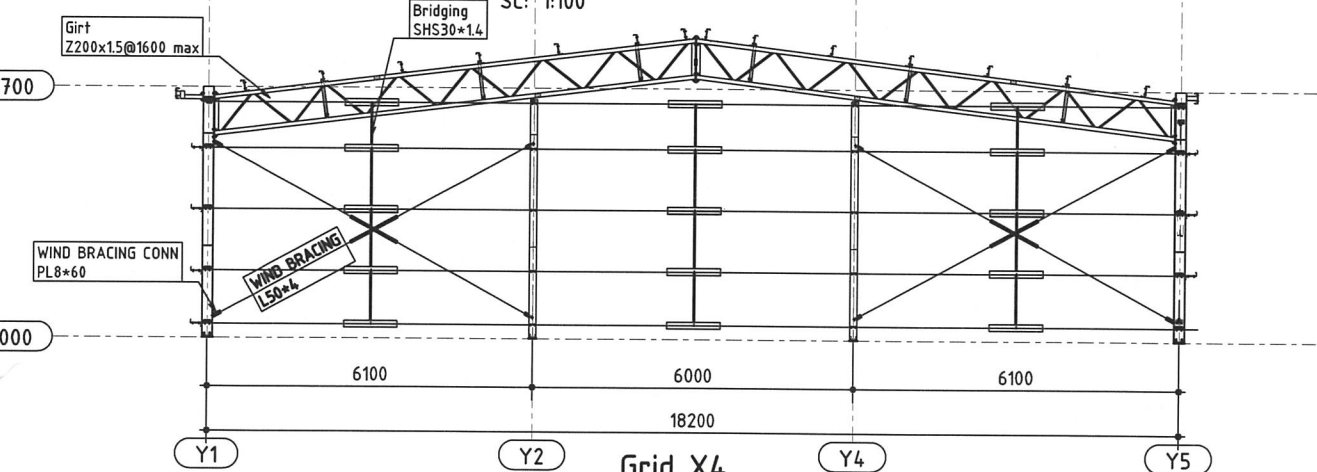
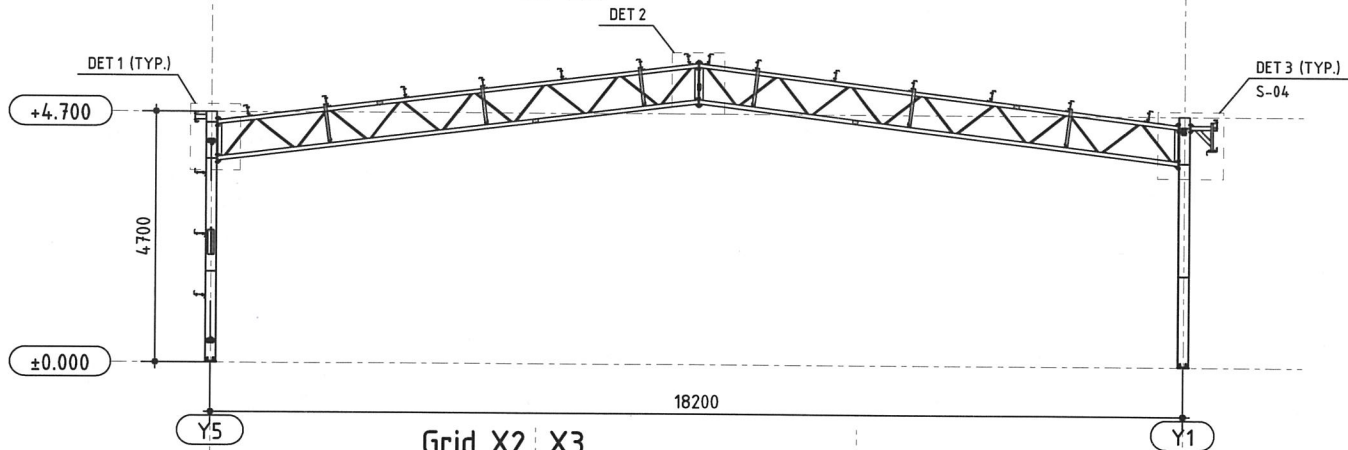
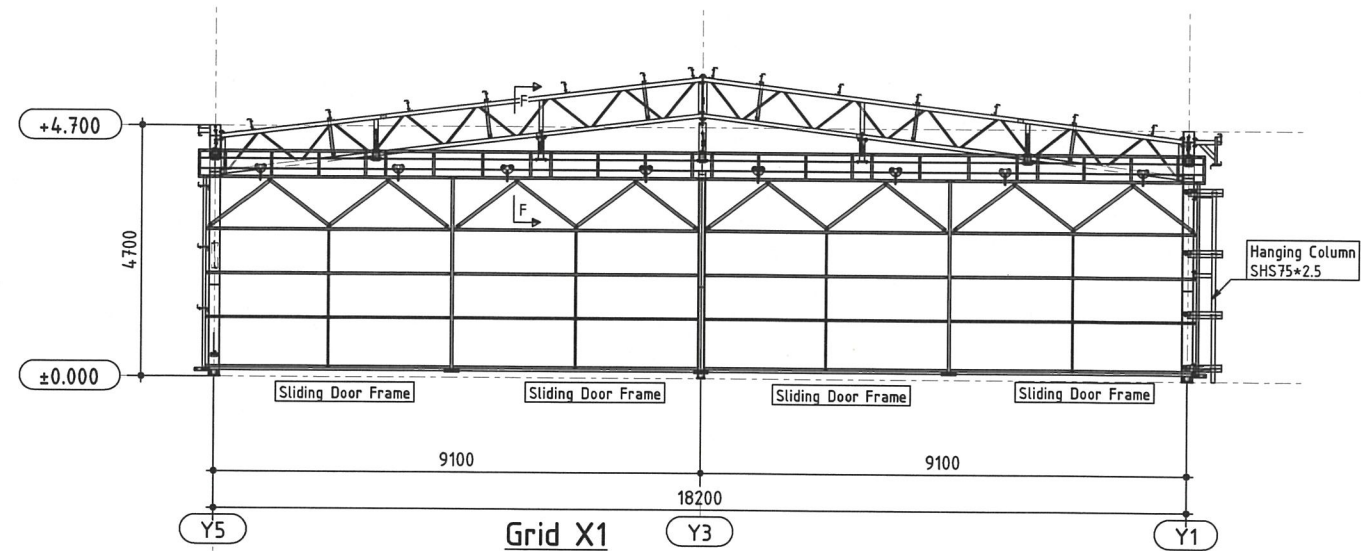
PROJECT:

18.2x21.6x4.7m

DRAWING NO. S-03 REV. A
ISSUED DATE 09.01.2023

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GSP GENERAL STEEL PRODUCTS STRUCTURAL CERTIFICATION THE STRUCTURAL DESIGN ASSESSED USING A COMBINATION OF OR RELIANCE UPON ONE OR MORE OF THE FOLLOWING AUSTRALIAN STANDARD CODES AS/NZS 1170.0:2002 (GENERAL PRINCIPLES) AS/NZS 1170.1:2002 (PERMANENT, IMPOSED) AS/NZS 1170.2:2011 (WIND ACTIONS) AS 1684:2010 (TIMBER FRAMING CODE) AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS) AS 2870-2011 (SLABS & FOOTINGS) AS 4100 STEEL STRUCTURES CODE AS 3600 CONCRETE STRUCTURES CODE Signature: <i>Dinh Phan</i> No.1210050		DRAWING NAME Grid X1 To X4, Grid Y1, Y5 PROJECT: 18.2x21.6x4.7m DRAWING NO. S-04 REV. A ISSUED DATE 09.01.2023 GSP SHEDS PO Box 1156 Kelmscott WA 6997 P: +61 8 9498 3508 E: admin@GSPaus.com.au W: www.GSPaus.com.au	
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9.1.2 2024-25 Community Grant Program Round 1

File Reference:	3.000623
Applicant:	Boddington Blue Light Unit Boddington District High School P&C
Previous Item:	Nil
Author:	Coordinator Community and Economic Development
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.1.2A Boddington Blue Light Unit Application 9.1.2B Boddington District High School P&C Application

Summary

Council is requested to consider financially supporting two applications for the first round of the Community Grant Program.

Background

The Shire's Community Grant Program provides financial assistance to organisations to build an engaged and vibrant community that delivers benefit to local community and local economy.

This is the first round for 2024-25. Applications are invited from eligible organisations and be for no more than \$2,000 in any single financial year. The funding will support up to 75% of total project costs. In-kind services and volunteer labour are considered eligible components. Successful projects will meet at least one defined priority area or have clearly identified and evidenced the need for the project.

The priorities areas are:

- building capacity within the local community groups, volunteers and residents;
- supporting our young people;
- supporting our older people;
- providing opportunity to be healthy and promote wellbeing;
- supporting and encouraging cultural diversity and inclusion;
- developing and attracting art projects and increasing participation;
- generally building the strength, engagement and cohesion of the community;
- encourage tourism and increase visitation;
- activate local business and main streets; and
- improve conserve and promote heritage.

Applications will be assessed according to:

- the level of community benefit;
- the level to which it addresses an evidenced need;
- long term sustainability;
- appropriateness of the project financial statement;
- partnerships, collaborations, community engagement and involvement or other funding
- sources that have been secured; and
- capacity to deliver the project.

Some projects, either in their entirety or elements of the project may not be eligible for funding. They are:

- projects that have already commenced;
- recurrent maintenance or operating costs;

- projects that are considered to be private, commercial, individual or state government core responsibilities;
- elements that may be considered offensive; and
- fundraising, political or loan repayments.

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; and
- not be due to commence until after the notification date.

Comment

The first round of the Community Grant Program closed on Thursday, 25 July 2024. Two applications were received with a requested total of \$1,137.50 as follows:

Applicant	Project	Requested Funding
Boddington Blue Light Unit	Inflatable Soccer Community Event	\$500
Boddington District High School P&C	Creative Community Paint and Sip	\$637.50

Applications received have been assessed within the table below, in line with the eligibility criteria outlined from the Community Grant Program Policy. The Shire Administration recommends one of two applications be approved for funding by Council.

Applicant	Project	Requested Funding	Officer Recommendation
Boddington Blue Light Unit	Inflatable Soccer Community Event	\$500	\$500
Application Summary Boddington Blue Light Unit is seeking funding to host an inflatable soccer competition at the Boddington Community Market in October 2024, in partnership with Boddington Scorpions Soccer Club. The funding will be used to hire an inflatable soccer cage to conduct the activity.			
Assessment • Offers and promotes social connection. • Increases activation and densification at Boddington Community Markets, as well as indirect economic benefit for stallholders with anticipated growth in patronage. • Provides linkage with Boddington Scorpions Soccer Club for ongoing participation opportunities in soccer. • Community led initiative to develop greater cohesion and mutual support between community groups. • Offers community safety linkages, as a result of increased Police presence and engagement opportunities with the broader community. • Aligns with a number of People aspirations within the Shire's Council Plan 2023-33 relating to shaping Boddington as a safe, active, healthy, inclusive and supportive community. • The application contains a number of mechanisms to acknowledge Shire support.			

- The applicant's total project cost is \$1,070.20 and they are seeking \$500 (28%) which is line of the Policy of awarding a maximum of \$2,000 (75%).
- Documentation provided includes public liability insurance, annual financial statement 2023-24 and letter of support from Boddington Scorpions Soccer Club.

Recommended to approve the requested funding amount of \$500.

Applicant	Project	Requested Funding	Officer Recommendation
Boddington District High School P&C	Creative Community Paint and Sip	\$637.50	\$0

Application Summary

Boddington District High School P&C is hosting a Creative Community Paint and Sip event at the RSL Hall to build engagement between parents, provide an educational opportunity about the black cockatoo, as well as fundraise for the installation of a new playground at the School, to replace a broken one and improve the School's aesthetics.

Assessment

- Funding is for a fundraising event, therefore it is considered an ineligible application.
- While the application would increase participation in the arts and raise awareness of the black cockatoo, the event is capped to 20 parents of students at Boddington District High School.
- Advertising on Facebook indicated tickets are priced at \$75 per person and have already sold out.
- Due to the event not being open to the broader community, the community benefits outlined in the application are limited to those who have already purchased tickets.
- No collaborations outlined within the application.
- No detail has been provided about the sustainability of the project after it has been delivered, for instance how the black cockatoo artwork will be used.
- Minor economic benefit exists for the local businesses engaged in catering.
- The application contains a number of mechanisms to acknowledge Shire support.
- The applicant's total project cost is \$850 and they are seeking \$637.50 (25%) which is line of the Policy of awarding a maximum of \$2,000 and 75% of total project costs.
- Public liability insurance, 2023-24 annual financial statement and letters of support have not been provided.

Recommended to decline the application.

Consultation

Consultation occurred with the Boddington Blue Light Unit as part of the application process. The Boddington District High School P&C did not engage the Shire Administration prior to submitting an application.

Strategic Implications

Aspiration	People
Outcome 2	A healthy and active community
Objective 2.2	Grow participation in sport, recreation, and leisure activities.
Objective 2.3	Build pride and participation in local art, culture, and community activities.

Legislative Implications

Nil.

Policy Implications

Community Grant Program Policy.

Financial Implications

One of two applications is recommended for approval, totaling \$500. This is within the Draft Budget allocation of \$15,000 for 2024-25.

Economic Implications

Boddington Blue Light Unit's application has potential to generate indirect economic benefit for stallholders at Boddington Community Markets in October 2024, as a result of increased event activation and densification. The application from Boddington District High School P&C contains localised economic benefit for the local businesses they intend to engage. Neither application contains broader reaching economic impact, due to the social impact of their projects.

Social Implications

The Community Grant Applications received support varying levels of participation, social connection, community cohesion and improvements to quality of life.

Environmental Considerations

Nil.

Risk Considerations

Risk Statement and Consequence	The primary risk of this item is approving Community Grant Program applications which don't align with the eligibility requirements and priority areas outlined in the Policy which creates a precedent when considering future applications.
Risk Rating (prior to treatment or control)	Minor (4)
Principal Risk Theme	Reputation
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 124/24

Moved: Cr E Smalberger

Seconded: Cr P Carrotts

That Council:

- 1. Approve the Community Grant Program application from the Boddington Blue Light Unit, for \$500, for the Inflatable Soccer Community Event at the Boddington Community Markets.**

2. Decline the Community Grant Program application from the Boddington District High School P&C, for \$637.50, for the Creative Community Paint and Sip Fundraiser.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden

Against: Nil



Community Grant Program

Application Form 2024-25

Round 1 Applications close at 4pm on Thursday, 25 July 2024
 Round 2 Applications close at 4pm on Thursday, 29 November 2024
 Round 3 Applications close at 4pm on Thursday, 28 March 2025

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 five weeks of the closing date.

Application Checklist

- × Contacted the Community Development team to discuss the proposed project and eligibility for funding.
- × Completed all questions in the application form.
- × Ensured any attached documents to your application are clearly marked and are in a clear and easy to understand format:
 - × Annual financial statement attached for project amounts over \$1,000.
 - × Evidence of public liability insurance.
 - × Letters of support, including letter of support from auspice organisation (if applicable).

Eligibility

The Applicant is: - an incorporated organisation; or - a group auspiced through an incorporated organisation (with written acknowledgement)	× Yes	☐ No
Projects meets priority areas identified within the Shire's Community Strategic Plan, and include, but are not limited to the following areas: - building capacity within local community groups, volunteers and residents; - supporting our young people; - supporting our older people; - providing opportunity to be healthy and promote wellbeing; - supporting and encouraging cultural diversity and inclusion; - developing and attracting art projects and increasing participation; and - generally building the strength, engagement and cohesion of the community.	× Yes	☐ No
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; and - not be due to commence until after the notification date.	× Yes	☐ No

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

Applicant Details

Organisation Details This is the group undertaking the project.

Legal Name of Organisation	Boddington Blue Light Unit
Postal Address	10 Pollard Street, Boddington WA 6390
ABN	18 727 953 078
Registered for GST	☐ Yes ☒ No
Not-for-profit	☒ Yes ☐ No
Incorporated	☒ Yes ☐ 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	Jemma Vance
Position	Facilitator
Telephone	9884 3333
Mobile	
Email	pd62871@police.wa.gov.au

Project Details

Which category best describes your community project?

- ☒ building capacity within local community groups, volunteers and residents
- ☐ supporting our young people
- ☐ supporting our older people
- ☒ providing opportunity to be healthy and promote wellbeing
- ☐ supporting and encouraging cultural diversity and inclusion
- ☐ developing and attracting art projects and increasing participation
- ☐ generally building the strength, engagement and cohesion of the community
- ☐ encourage tourism and increase visitation
- ☐ activate local businesses and main streets
- ☐ improve, conserve and promote heritage

Project name

Inflatable Soccer Community Event

Provide a summary of the project

The Boddington Blue Light Unit, in collaboration with the Boddington Community Market Committee and the Boddington Scorpions Soccer Club, proposes to host an inflatable soccer competition during the community market event on Sunday, 6th October 2024. The event aims to engage local youth in a fun and safe environment, promoting physical activity and community participation.

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

The grant funds will be used to cover the costs associated with hiring the inflatable soccer cage, valued at \$690. This equipment is essential for conducting the 3v3 soccer competition, which forms the core activity of the event.

Which are your main target groups?

- X General community
- ☐ Children 0-10
- X Youth 11-25
- ☐ Women
- ☐ Men
- ☐ Seniors
- ☐ Aboriginal or Torres Strait Islander people
- ☐ People with disabilities and/or carers
- ☐ Other (please specify) _____

Describe how the project will benefit those participating and the community of Boddington

The project will provide local youth with access to a recreational activity they might not otherwise have, promoting physical fitness, teamwork, and social interaction. By partnering with the Boddington Scorpions Soccer Club, we aim to attract new members and foster community spirit among participants. The event also encourages families and residents to attend the community market, thereby boosting local engagement and economic activity.

Benefits to Participants and the Community of Boddington:

1. Youth Engagement and Recreation:

- The inflatable soccer competition provides a structured and enjoyable recreational activity for local youth. Engaging in physical activity such as soccer promotes fitness, teamwork, and healthy competition among participants. It offers an alternative to sedentary leisure activities and screen time, encouraging an active lifestyle from a young age.

2. Social Inclusion and Community Cohesion:

- By participating in the event, youth from diverse backgrounds and interests come together in a shared space. This promotes social inclusion and strengthens community bonds as participants interact and collaborate during the soccer matches. It fosters a sense of belonging and unity among young people in Boddington.

3. Skill Development and Leadership Opportunities:

- The event not only focuses on recreational fun but also provides opportunities for skill development and leadership. Participants learn sportsmanship, teamwork, and strategy through the 3v3 soccer format. Additionally, volunteers from the Boddington Scorpions Soccer Club gain experience in event coordination and leadership roles, enhancing their skills and contributions to the community.

4. Promoting Local Organisations and Business Engagement:

- Collaborating with the Boddington Scorpions Soccer Club and the Boddington Community Market Committee highlights local organisations and businesses. The event serves as a platform for these entities to showcase their involvement and services to the community. It encourages community members to support local initiatives and fosters a sense of pride in local organizations.

5. Economic and Social Impact:

- The event coinciding with the Boddington Community Market stimulates local economic activity. It attracts families and residents to the market, increasing foot traffic and potentially boosting sales

for market vendors and nearby businesses. This contributes to the economic vitality of Boddington and supports local entrepreneurship.

6. Long-term Community Benefits:

- Beyond the immediate benefits, events like the inflatable soccer competition contribute to the long-term wellbeing of the community. By promoting physical activity, social interaction, and community engagement among youth, it helps create a vibrant and cohesive community environment. These positive experiences can influence participants' attitudes towards community involvement and contribute to a more resilient and connected community over time.

In summary, the inflatable soccer competition not only offers a fun and safe recreational activity for youth but also promotes community cohesion, local engagement, skill development, and economic stimulus within Boddington. It aligns with the Shire of Boddington's goals of supporting youth activities and enhancing community wellbeing, making a positive impact on participants and the broader community alike.

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).

Organisation Name	Contact Person/Phone	How is this organisation involved?
e.g. XYZ Community Group	John Smith, xxxx xxxx	Free venue, free equipment hire, labour, assistance at event
Boddington Community Market Committee	Janine Clark – 9883 8246	Free venue hire
Boddington Scorpions Soccer Club	Amy Devantier – 0447 806 176	Providing staff to run the event

Anticipated commencement date

Sunday 6th October 2024 – 9:00am

Anticipated completion date

Sunday 6th October 2024 – 12:00pm

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

To acknowledge the Shire of Boddington's contribution, we will prominently display the Shire's logo on event promotional materials, including flyers, posters, and social media announcements. During the event, a verbal acknowledgment will be made to recognize the Shire's support in making the event possible. Additionally, a formal thank-you letter will be sent to the Shire, highlighting the impact of their support on the community and participants.

1. Prominent Display of Logo and Name:

- The Shire of Boddington's logo and name will be prominently displayed on all event promotional materials, including:
 - Posters placed in key locations such as community centres, schools, and public notice boards.
 - Social media announcements on platforms such as Facebook and Instagram, reaching a wide audience in the Shire of Boddington.
 - Listing the event on Shire of Boddington's webpage.
- This visibility ensures that the Shire's support is recognised by all event attendees and the broader community.

2. Thank-You Letter to the Shire:

- Following the event, a formal thank-you letter will be sent to the Shire of Boddington. This letter will:
 - Express sincere gratitude for the Shire's financial support and belief in the project's goals.
 - Detail the positive outcomes and impact of the event on participants and the community.
 - Invite ongoing collaboration and support from the Shire in future community initiatives.
- 3. **Public Recognition in Media and Press Releases:**
 - The Shire of Boddington's contribution will also be acknowledged in any media coverage or press releases related to the event. This may include mentions in local newspapers, community newsletters, and online news portals.
 - Highlighting the Shire's support in media coverage extends the recognition beyond event attendees to the entire Shire community and beyond.
- 4. **Invitation to Attend and Participate:**
 - The Shire of Boddington will be formally invited to attend the event as special guests. This provides an opportunity for Shire representatives to see firsthand the impact of their investment and engage directly with participants and community members.
- 5. **Long-term Relationship Building:**
 - Beyond the immediate acknowledgment, the Boddington Blue Light Unit is committed to ongoing relationship building with the Shire of Boddington. This includes regular updates on the outcomes of funded projects, invitations to future events, and collaboration on future grant applications.

By implementing these acknowledgment strategies, we aim to ensure that the Shire of Boddington's support is recognized comprehensively and effectively, fostering a strong partnership in enhancing community wellbeing and engagement.

Total Project Amount

\$1760.20

Funding Amount Requested

\$500.00

Budget Details

It is important to detail the proposed expenditure of the requested grant and indicate any other income that is expected in support of the project, either cash or in-kind. The value any contributions made to the project by partner organisations noted above should be specified in this section.

Use the table below to evidence all sources of income for this project, proposed and confirmed, cash and in-kind, and how it will be expended.

The budget should align to the proposed project activities and outcomes specified in this application.

Please note Shire of Boddington's contribution is limited to 75% of the total project, and no more than \$2,000.

Do not include GST in the costings below.

Budget Item (i.e what the funding will be spent on)	This Grant (\$ excluding GST)	Other Cash or Grants (\$ excluding GST)	In-kind Support Please estimate the dollar value of the in-kind support (\$)	Source of Other Cash or In-kind Support (Please state if confirmed or unconfirmed)
For example: Catering	\$200	\$200	\$400	XYZ Company confirmed
Hiring of inflatable	\$500	\$190	0	Boddington Blue Light - Confirmed
Staff – 2 X Volunteers (4hrs)	0	0	\$384.08	Boddington Blue Light - Confirmed
Staff – 3 X Volunteers (4hrs)	0	0	\$576.12	Boddington Scorpions Soccer Club - Confirmed
Venue hire	0	0	\$110	Boddington Community Markets - Confirmed
TOTAL	\$500	\$190	\$1070.20	Various

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
			☐ Yes ☐ No
			☐ Yes ☐ 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
		☐ Confirmed ☐ Pending
		☐ Confirmed ☐ Pending

Declaration

× I declare the organisation has read and understands the Community Grant Program 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 Grant Program 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 Grant Program Acquittal Form within 30 days following the project's completion.

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

Name	Benjamin Gartner	Position	Facilitator
Signature		Date	23-07-24

Shire of Boddington
39 Bannister Road
Boddington WA 6390

Dear Members of the Shire of Boddington,

I am writing on behalf of the Boddington Scorpions Soccer Club to express our enthusiastic support for the community grant application submitted by the Boddington Blue Light Unit.

The proposed project, Inflatable Soccer Community Event, which includes organising an inflatable soccer competition during the Boddington Community Market, aligns perfectly with our club's mission to promote youth engagement in sports and community activities.

As a local soccer club deeply committed to fostering a love for the game among young athletes in Boddington, we are excited about the opportunity to collaborate with the Boddington Blue Light Unit on this initiative. Our club will be contributing 3 volunteers who will coordinate and run the 3v3 soccer format to ensure the success of the event.

We believe that initiatives like Inflatable Soccer Community Event not only provide recreational opportunities for local youth but also strengthen community ties and promote active living. By encouraging participation in organised sports activities, we contribute to the physical, social, and emotional development of our youth, which are core values shared by both our club and the Shire of Boddington.

We commend the Shire of Boddington for its consideration to support community-driven projects that enrich the lives of residents and enhance the vibrancy of our community. We are confident that funding this project will have a positive and lasting impact on the participants and the broader community.

Thank you for considering our support for this important initiative. We look forward to the opportunity to collaborate further and contribute to the success of Inflatable Soccer Community Event and future community endeavours.

Warm regards,



Amy Devantier
President
Boddington Scorpions Soccer Club
0447 806 176

October Markets! - Inflatable Soccer

EXPENSES

TOTAL EXPENSES			Estimated	Actual
			\$1,760.20	\$690.00

Site	Estimated	Actual	Refreshments	Estimated	Actual
Inflatable Hire	\$690.00	\$690.00			
Blue Light Volunteers (4 Hours X 2 Staff)	\$384.08	\$0.00			
Soccer Club Volunteers (4 Hours X 3 Staff)	\$576.12	\$0.00			
Venue	\$110.00	\$0.00			

Total	\$0.00	\$0.00
-------	--------	--------

Total	\$1,760.20	\$690.00
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Decorations	Estimated	Actual	Program	Estimated	Actual

Total	\$0.00	\$0.00	Total	\$0.00	\$0.00
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Publicity	Estimated	Actual	Prizes	Estimated	Actual

Total	\$0.00	\$0.00	Total	\$0.00	\$0.00
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Total	\$0.00	\$0.00
-------	--------	--------

Miscellaneous	Estimated	Actual

Total	\$0.00	\$0.00

October Markets! - Inflatable Soccer

INCOME

TOTAL INCOME	Estimated	Actual
	\$500.00	\$500.00

ADMISSIONS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Ticket Sales	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00

Food & Drink

Description	Actual no.	Type	Price	Estimated income	Actual income
		Food		\$0.00	\$0.00
Total				\$0.00	\$0.00

Uncategorised Income

Description	Column2	Column1	Price	Estimated income	Actual income
Community Grant				\$500.00	\$500.00
Total				\$500.00	\$500.00

SALE OF ITEMS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Items @		\$0.00	\$0.00
		Items @		\$0.00	\$0.00
		Items @		\$0.00	\$0.00
		Items @		\$0.00	\$0.00
Total				\$0.00	\$0.00

October Markets! - Inflatable Soccer

PROFIT

LOSS SUMMARY

■ Total income

■ Total expenses

	Estimated	Actual
Total income	\$500.00	
Total expenses	\$1,760.20	
Total profit (or loss)	(\$1,260.20)	\$0.00

ACTUAL

ESTIMATED



Account: 01907651 - WA PCYC BL Boddington
Transaction Type: All
For: Selected Date Range **Dates:** 01/07/2023 to 30/06/2024
Transaction Order: Newest Transactions First
Description Search:
Cheque Number:
Amount:

Date: 24/07/2024

Effective Date	Entered Date	Transaction Description	Amount	Balance
	11/06/2024	Eftpos Purchase BODDINGTON HARDWARE\BODDINGTON AU xx3971 Ref#031197	-\$313.50	\$1,460.76
31/03/2024	01/04/2024	Interest Credit	\$0.05	\$1,774.26
	13/02/2024	Visa Purchase BODDINGTON SUPERMARK BODDINGTON AU xx5556 Ref#659951 Apple Pay	-\$74.92	\$1,774.21
31/12/2023	01/01/2024	Interest Credit	\$0.04	\$1,849.13
	16/12/2023	Visa Purchase SHIRE/BODDINGTON BODDINGTON AU xx5556 Ref#765359	-\$150.00	\$1,849.09
	31/10/2023	Bank@Post Deposit BODDINGTON LPO WAAU xx5556 Ref#022946	\$905.00	\$1,999.09
	31/10/2023	Direct Credit Eventbrite AU Pt - 736876917697	\$196.06	\$1,094.09
	28/10/2023	Visa Purchase BODDINGTON HARDWARE BODDINGTON AU xx5556 Ref#803080 Apple Pay	-\$51.50	\$898.03
	28/10/2023	Visa Purchase AP BODDINGTON LPO BODDINGTON AU xx5556 Ref#386191 Apple Pay	-\$20.00	\$949.53
	27/10/2023	Visa Purchase IGA BODDINGTON BODDINGTON AU xx5556 Ref#137883 Apple Pay	-\$275.00	\$969.53
	27/10/2023	Visa Purchase TELSTRA PREPAID MELBOURNE AU xx3971 Ref#394674	-\$23.00	\$1,244.53
	27/10/2023	Visa Purchase BODDINGTON HARDWARE BODDINGTON AU xx3971 Ref#548457	-\$37.50	\$1,267.53
	22/10/2023	Eftpos Purchase SPOTLIGHT 104 MANDURAH NORTH AU xx3971 Ref#021532	-\$75.00	\$1,305.03
	19/10/2023	Direct Credit Eventbrite AU Pt - 736876917697	\$42.30	\$1,380.03
	06/10/2023	Visa Purchase KMART MULGRAVE AU xx3971 Ref#472548	-\$296.00	\$1,337.73
30/09/2023	01/10/2023	Interest Credit	\$0.06	\$1,633.73
31/08/2023	01/09/2023	Bank@Post Withdrawal Fee	-\$3.00	\$1,633.67
	29/08/2023	Osko Payment To Kids Cancer Support Group Account 049335 WBC - Ref#281840331	-\$2,188.00	\$1,636.67

	19/08/2023	Visa Purchase BODDINGTON HARDWARE BODDINGTON AU xx5556 Ref#836745 Apple Pay	-\$51.50	\$3,824.67
	17/08/2023	Direct Credit SQUARE AU PTY LT	\$309.94	\$3,876.17
	17/08/2023	Bank@Post Deposit BODDINGTON LPO WAAU xx3971 Ref#021137	\$81.70	\$3,566.23
	16/08/2023	Direct Debit SQUARE AU PTY LT - ACCTVERIFY	-\$0.01	\$3,484.53
	16/08/2023	Direct Credit SQUARE AU PTY LT - ACCTVERIFY	\$0.01	\$3,484.54
	15/08/2023	Direct Credit Eventbrite AU Pt - 675680337077	\$137.30	\$3,484.53
	14/08/2023	Deposit - Kids Cancer	\$1,535.30	\$3,347.23
	11/08/2023	Bank@Post Withdrawal BODDINGTON LPO WAAU xx5556 Ref#020993	-\$660.00	\$1,811.93
	10/08/2023	Direct Credit Eventbrite AU Pt - 675680337077	\$40.46	\$2,471.93
	04/08/2023	Visa Purchase OFFICEWORKS 0610 CANNINGWA AU xx5556 Ref#196258 Apple Pay	-\$21.00	\$2,431.47
	03/08/2023	Direct Credit Eventbrite AU Pt - 675680337077	\$77.24	\$2,452.47
	03/08/2023	Visa Purchase TELSTRA PREPAID MELBOURNE AU xx5556 Ref#439322	-\$23.00	\$2,375.23
30/06/2023	01/07/2023	Interest Credit	\$0.06	\$2,398.23

CERTIFICATE OF PLACEMENT

Acting as broker for WA Police & Community Youth Centres Inc we certify that:

- The insurance contract detailed below was arranged on the date shown below.
- We have not received any notice of assignment, cancellation, variation or endorsement of the insurance contract from the insurer or the insured.

INSURED: WA Police & Community Youth Centres Inc

CLASS: Broadform Liability

INSURER/S: Certain Underwriters of Lloyd's of London

POLICY NO.: PMEL99/0129075

EXPIRY DATE: 31/07/2024

SITUATION: Anywhere within Australia

INTEREST INSURED: Legal liability of the insured to the public for death, bodily injury and/or property damage

LIMIT OF LIABILITY:

Public Liability:	\$20,000,000 any one occurrence, unlimited in the aggregate
Products Liability:	\$20,000,000 any one occurrence and in the aggregate any one Policy period

Yours faithfully,



Belinda Caunt
Account Director

April 2, 2024

IMPORTANT NOTICE

Should the abovementioned Insurance Contract be cancelled, assigned or changed during the above Period of Insurance in such manner as to affect this document, no obligation to inform the holder of this document is accepted by Trident Insurance Group.

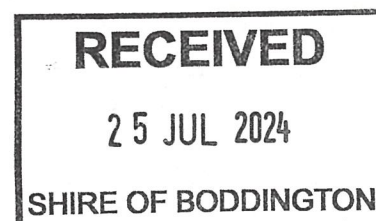
Community Grant Program

Application Form 2024-25

Round 1 Applications close at 4pm on Thursday, 25 July 2024
 Round 2 Applications close at 4pm on Thursday, 29 November 2024
 Round 3 Applications close at 4pm on Thursday, 28 March 2025

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 five weeks of the closing date.

Application Checklist

- ☐ Contacted the Community Development team to discuss the proposed project and eligibility for funding.
- ☐ Completed all questions in the application form.
- ☐ Ensured any attached documents to your application are clearly marked and are in a clear and easy to understand format:
 - ☐ Annual financial statement attached for project amounts over \$1,000.
 - ☐ Evidence of public liability insurance.
 - ☐ Letters of support, including letter of support from auspice organisation (if applicable).

Eligibility

The Applicant is: - an incorporated organisation; or - a group auspiced through an incorporated organisation (with written acknowledgement)	☒ Yes	☐ No
Projects meets priority areas identified within the Shire's Community Strategic Plan, and include, but are not limited to the following areas: - building capacity within local community groups, volunteers and residents; - supporting our young people; - supporting our older people; - providing opportunity to be healthy and promote wellbeing; - supporting and encouraging cultural diversity and inclusion; - developing and attracting art projects and increasing participation; and - generally building the strength, engagement and cohesion of the community.	* Yes	☐ No
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; and - not be due to commence until after the notification date.	* Yes	☐ No

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

Applicant Details

Organisation Details This is the group undertaking the project.

Legal Name of Organisation	Boddington District High School P&C
Postal Address	10 Pollard Street Boddington
ABN	
Registered for GST	☐ Yes ☒ No
Not-for-profit	☒ Yes ☐ No
Incorporated	☐ Yes ☒ 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	Jemma Vance
Position	President
Telephone	0439856824
Mobile	0439856824
Email	bdhspc@gmail.com

Project Details

Which category best describes your community project?

- ☐ building capacity within local community groups, volunteers and residents
- ☐ supporting our young people
- ☐ supporting our older people
- ☐ providing opportunity to be healthy and promote wellbeing
- ☐ supporting and encouraging cultural diversity and inclusion
- ☐ developing and attracting art projects and increasing participation
- ☐ generally building the strength, engagement and cohesion of the community
- ☐ encourage tourism and increase visitation
- ☐ activate local businesses and main streets
- ☐ improve, conserve and promote heritage

Project name

Creative Community Paint and Sip

Provide a summary of the project

The Boddington District High School P&C is organizing a "Creative Community Paint and Sip Fundraiser" at the RSL Hall. This event aims to bring parents together for a fun, team-building painting class taught by local artist Georgina Patterson, known for her impressive murals in the community. Participants will learn to paint a black cockatoo, offering both a cultural and educational experience.

Objectives:

- Foster team building and community engagement among parents.
- Educate participants about the black cockatoo.
- Raise funds to support the installation of a new play area at Boddington District High School, replacing the broken one and improving the school's aesthetics.

Event Details:

- Date: 30 August 2024
- Location: RSL Hall
- Participants: 20 seats available for parents
- Instructor: Georgina Patterson

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

1. Artist Georgina Patterson: \$200
 - Covers the cost for Georgina Patterson's setup and instruction during the Paint and Sip event.
2. RSL Hall Hire: \$50
 - Covers the rental fee for the RSL Hall, which is the venue for the event.
3. Art Supplies: \$300
 - Provides materials needed for participants to create their paintings, including canvases, paints, brushes, and other art tools.
4. Bitchin Kitchen (food): \$300
 - Covers the cost of food provided at the event, contributing to a social and enjoyable experience for attendees.

Which are your main target groups?

- ☐ General community
- ☐ Children 0-10
- ☐ Youth 11-25
- ☒ Women
- ☒ Men
- ☐ Seniors
- ☐ Aboriginal or Torres Strait Islander people
- ☐ People with disabilities and/or carers
- ☐ Other (please specify) _____

Describe how the project will benefit those participating and the community of Boddington

Participants:

1. Skill Development: Attendees will learn painting techniques and gain a deeper appreciation for art, enhancing their creative skills.
2. Team Building: The event will provide a relaxed and enjoyable setting for parents to connect, fostering stronger relationships and a sense of community.
3. Cultural Education: Learning about the black cockatoo, an important local species, will increase participants' awareness and appreciation of local wildlife and cultural heritage.
4. Mental Wellbeing: Engaging in creative activities is known to reduce stress and improve overall mental health, providing participants with a positive, fulfilling experience.

Community of Boddington:

1. Enhanced School Environment: The funds raised will contribute to the installation of a new play area at Boddington District High School, creating a safer and more enjoyable environment for students.
2. Community Engagement: The event will bring together parents, local artists, and businesses, strengthening community ties and promoting collaboration.
3. Support for Local Artists: Featuring Georgina Patterson as the instructor highlights and supports local talent, fostering a sense of pride in the community's cultural assets.
4. Local Economy: The involvement of Bitchin Kitchen and the RSL Hall supports local businesses, contributing to the local economy.
5. Promotion of Cultural Heritage: By focusing on the black cockatoo, the event will help preserve and promote local cultural and natural heritage, fostering a sense of identity and continuity within the community.
6. Inclusive Community Activities: Providing accessible and enjoyable community events helps build an inclusive, cohesive community where residents feel connected and engaged.

The Paint and Sip event aims to raise funds for the new play area while also strengthening community bonds, promoting local culture, and supporting the wellbeing of our community members. We believe this project will have a lasting positive impact on the residents and visitors of the Shire of Boddington.

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).

Organisation Name	Contact Person/Phone	How is this organisation involved?
e.g. XYZ Community Group	John Smith, xxxx xxxx	Free venue, free equipment hire, labour, assistance at event
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

Anticipated commencement date

30th August 2024

Anticipated completion date

30th August 2024

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

We greatly value the support from the Shire of Boddington and will ensure their contribution to the Creative Community Paint and Sip Fundraiser is prominently acknowledged through the following methods:

Event Promotion:

1. Flyers and Posters: All promotional materials, including flyers and posters distributed around the community, will include the Shire of Boddington's logo and a statement of thanks for their support.
2. Social media: We will acknowledge the Shire's contribution in all social media promotions related to the event. This will include posts on Facebook, Instagram, and any other relevant platforms, tagging the Shire of Boddington where possible.

Post-Event:

1. Thank You Notes: We will send personalized thank you notes to the Shire of Boddington, expressing our gratitude for their support.
2. Event Report: In our post-event report, which will be shared with the Shire, we will highlight their contribution and its impact on the success of the event.
3. School Newsletter: An article about the event will be included in the Boddington District High School newsletter, featuring a thank you to the Shire of Boddington for their support.
4. Local Media: We will submit a press release to local newspapers and online news platforms, acknowledging the Shire's contribution and highlighting the event's success.

By ensuring the Shire of Boddington is prominently recognized in all aspects of the event, we aim to show our deep appreciation for their support and enhance their visibility within the community.

Thank you for considering our application.

Total Project Amount

- Artist Georgina Patterson: \$200
- RSL Hall Hire: \$50
- Art Supplies: \$300
- Bitchin Kitchen (food): \$300

Total Project Cost: \$850

Funding Amount Requested

We are requesting a grant of \$637.50

Budget Details

It is important to detail the proposed expenditure of the requested grant and indicate any other income that is expected in support of the project, either cash or in-kind. The value any contributions made to the project by partner organisations noted above should be specified in this section.

Use the table below to evidence all sources of income for this project, proposed and confirmed, cash and in-kind, and how it will be expended.

The budget should align to the proposed project activities and outcomes specified in this application.

Please note Shire of Boddington's contribution is limited to 75% of the total project, and no more than \$2,000.

Do not include GST in the costings below.

Budget Item (i.e what the funding will be spent on)	This Grant (\$ excluding GST)	Other Cash or Grants (\$ excluding GST)	In-kind Support Please estimate the dollar value of the in-kind support (\$)	Source of Other Cash or In-kind Support (Please state if confirmed or unconfirmed)
For example: Catering	\$200	\$200	\$400	XYZ Company confirmed
RSL Hall Hire	\$50	0	0	0
Artist	\$200	0	0	0
Staff	0	0	450	0
Art Supplies	300			
Catering	300	0	0	0
TOTAL	850	0	450	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
			☐ Yes ☐ No
			☐ Yes ☐ 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
		☐ Confirmed ☐ Pending
		☐ Confirmed ☐ Pending

Declaration

- ☒ I declare the organisation has read and understands the Community Grant Program 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 Grant Program 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 Grant Program Acquittal Form within 30 days following the project's completion.
- ☒ I declare the organisation submitting this form understands this is an application only.

Name	Jemma Vance	Position	President
Signature		Date	26/7/24

9.2 CHIEF EXECUTIVE OFFICER

9.2.1 Permanent Road Closure Request | South32 Worsley Alumina

File Reference:	2.063
Applicant:	South32 Worsley Alumina
Previous Item:	Ordinary Council Meeting 13/24 Ordinary Council Meeting 71/24 Ordinary Council Meeting 81/24 Ordinary Council Meeting 109/24
Author:	Acting Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.2.1A Council Meeting Minutes from 27 June 2024 9.2.1B Confidential – Review of Funding Agreement 9.2.1C Social Investment Agreement 9.2.1D Letter from Hon John Carey MLA Minister for Lands

Summary

The purpose of this report is for Council to reconsider South32 Worsley Alumina's (South32's) request to permanently close Morts Road, Ashcroft Road and Rogers Bend, following Council's vote on this matter at its meeting on 27 June 2024 (Agenda Item 9.2.5, Resolution 81/24), and subsequent vote on this matter on the 24 July 2024 (Agenda Item 9.2.5, Resolutions 109/24) where it was resolved to seek legal advice on the agreement and put the item on hold until further notice.

The background to this proposal, summary of public submissions received, and particulars of South32's road closure request are fundamentally the same as reported to Council on 27 June 2024 and are therefore not reproduced in this report. Instead, a complete extract of the 27 June 2024 Council Meeting Minutes relating to this proposal are included as Attachment 9.2.1A.

This report focuses on the changes that have arisen since then, and provides a summary of the legal advice that has been obtained concerning the partnership agreement.

Background

Council originally considered South32's request for closure of Ashcroft Road, Stagbouer Trail, Morts Road, Siding Road, and Rogers Bend under the *Local Government Act 1995* at its meetings on 23 March 2023, 20 April 2023, and 25 May 2023 – resulting in approval of the temporary road closures under the *Local Government Act*.

More recently, Council has considered South32's 'permanent' road closure request under the *Land Administration Act 1997* at its meetings on 18 January 2024, 23 May 2024, 27 June 2024 and 24 July 2024. At the 27 June 2024 meeting, Administration's recommendation for approval was lost by a vote of 3-4 (Council Resolution 81/24).

On the 24 July 2024, Council reconsidered the request for the permanent road closure and resolved to seek legal advice on the partnership agreement.

A map illustrating the three roads subject of this closure request is included as Figure 1 in this report.

Comment

Whilst Council's vote in June 2024 means the Officer Recommendation for approval was not adopted, this in itself does not constitute a 'refusal' of South32's request, because no alternative or amended motion was adopted in place of the Officer Recommendation. It is therefore open to Council to reconsider this matter, and this is recommended in light of the following circumstances:

- i. Section 58A of the *Land Administration Act 1997* (LAA) came into effect on 27 June 2024, which now enables the Minister for Lands to (himself) permanently close public roads after inviting comments from the public and local government for a period of 35 days.
- ii. South32 has proposed an alternate closure arrangement whereby it (not the Shire) would rehabilitate and vegetate the permanently closed portions of Ashcroft Road and Rogers Bend. South32 would also reinstate and reconstruct Morts Road so that it can be reopened by 1 April 2026 – being a slightly extended timeframe to account for the additional time taken to deal with South32's closure request.
- iii. South32 has reaffirmed and upgraded its Social Investment Agreement presented to Council in June 2024, amounting to \$2,500,000 plus GST paid to the Shire as set out below, but now with an option of extension to be reviewed yearly –
 - 1st payment of \$100,000 paid on receiving an order from the Minister for Lands to permanently close Morts Road, Ashcroft Road and Rogers Bend, and prior to 30 June 2025
 - 2nd payment of \$900,000 paid on 1 July 2025
 - 3rd payment of \$500,000 paid on 1 July 2026
 - 4th payment of \$500,000 paid on 1 July 2027
 - 5th payment of \$500,000 paid on 1 July 2028
- iv. Legal advice, obtained and, included as confidential attachment 9.2.1B, considered the funding agreement to be acceptable, subject to the following amendments:
 - a) Suggested removing references to the agreement as a Partnership Agreement.
 - b) Amend the description of social investment to clarify the Shire is responsible for selecting the community benefit initiatives from the Council Plan in consultation with South32.
 - c) Additional Social investment term clauses in relation to;
 - Confirmation the agreement does not fetter or limit the discretion or powers of the Shire under any written law.
 - A termination clause,
 - Dispute resolution clauses.
- v. South32 has reviewed the recommended changes and inclusions to the agreement, and has amended the agreement as contained in attachment 9.1.2C noting that:
 - a) In lieu of Partnership Agreement, it has been retitled as Social Investment Agreement.
 - b) Acknowledged in the Social Investment purpose that the Shire is responsible for selecting the project in consultation with South 32.
 - c) Clarified that the recognition rights are applicable to the sponsored and nominated projects.
- vi. In addition, South32 has also committed to meeting with Council annually to discuss further partnership opportunities for the benefit of the community.
- vii. Furthermore, the Honourable John Carey MLA, Minister for Lands has recently written to the Shire as contained in attachment 9.2.1.D in regards to concerns raised with the risk

associated with rededication process once mining ceases. The letter confirms the State Government does not foresee any issues that would impede a future road dedication being approved once the formal request to facilitate the dedications has been submitted to the Department of Planning, Lands and Heritage by the Shire.

Administration supports South32's updated road closure request and updated Social Investment Agreement because:

- The Shire will not be burdened by the need to rehabilitate or reconstruct any of the closed roads;
- The closure of Morts Road, Rogers Bend and Ashcroft Road accords with the permanent road closures that were previously advertised for public comment;
- Administration's opinion on the submissions received during advertising of the permanent road closures is unchanged from what was previously reported to Council;
- Morts Road was noted by the community as being the most important road to reopen, which will occur by 1 April 2026. This is only three months later than the originally intended reopening date of Morts Road when advertised for public comment earlier this year. This deferred opening date was previously supported in informal discussions, due to the delay with the determination of the outcome of the road closure request;
- In Administration's view, there is no timing imperative to reopening the (proposed) closed portions of Ashcroft Road and Rogers Bend, because the cadastral/lot boundaries defining the corridor of those roads will still remain in place, meaning Council can request gazettal of those roads at any time in future;
- Supporting South32's road closure request on terms now acceptable to the Shire and beneficial for the community will mitigate the risk of Ministerial intervention to force the permanent road closures under the newly proclaimed Section 58A of the *Land Administration Act 1997*. If the Minister were to exercise that power, the Shire would almost certainly forego the \$2.5 million funding offered in South32's updated Social Investment Agreement for projects benefiting the community.
- Supporting the road closure request will ensure Morts Road is reconstructed, in line with the previously endorsed agreement with South32.

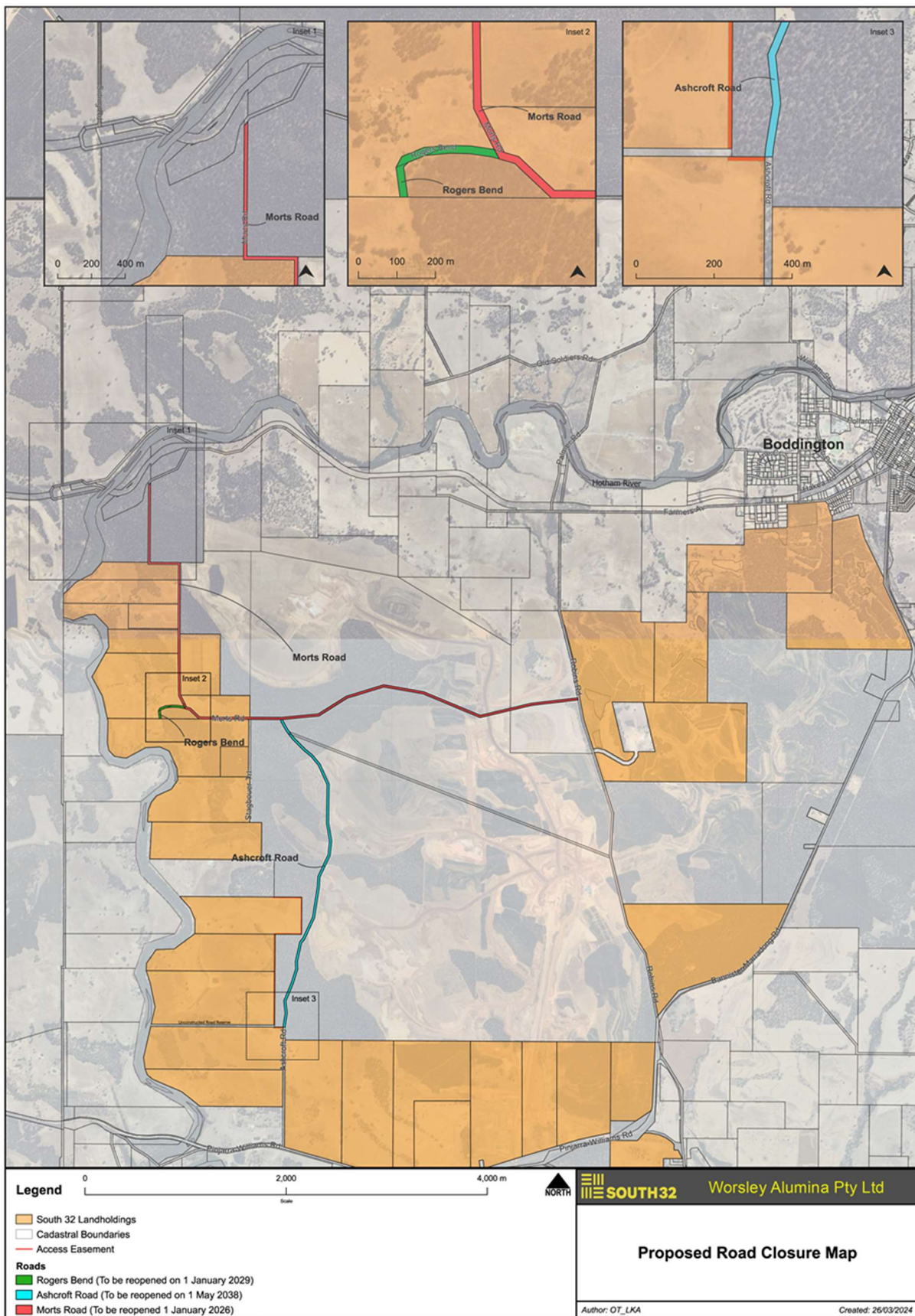


Figure 1

Consultation

The results of the public consultation process for this proposal and Administration's opinion thereon were reported to Council on 27 June 2024 (refer extract of Council Minutes included as Attachment 9.2.1A).

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

Land Administration Act 1997 – Section 58 (Closing roads)

- (1) *When a local government wishes a road in its district to be closed permanently, the local government may, subject to subsection (3), request the Minister to close the road.*
- (2) *When a local government resolves to make a request under subsection (1), the local government must in accordance with the regulations prepare and deliver the request to the Minister.*
- (3) *A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.*
- (4) *On receiving a request delivered to him or her under subsection (2), the Minister may, if he or she is satisfied that the relevant local government has complied with the requirements of subsections (2) and (3) —*
 - (a) *by order grant the request; or*
 - (b) *direct the relevant local government to reconsider the request, having regard to such matters as he or she thinks fit to mention in that direction; or*
 - (c) *refuse the request.*
- (5) *If the Minister grants a request under subsection (4) —*
 - (a) *the road concerned is closed on and from the day on which the relevant order is registered; and*
 - (b) *any rights suspended under section 55(3)(a) cease to be so suspended.*
- (6) *When a road is closed under this section, the land comprising the former road —*
 - (a) *becomes unallocated Crown land; or*
 - (b) *if a lease continues to subsist in that land by virtue of section 57(2), remains Crown land.*

Land Administration Regulations 1998 – Regulation 9 ('Permanent' road closures)

For the purposes of preparing and delivering under section 58(2) of the Act a request to the Minister to close a road permanently, a local government must include with the request —

- (a) *written confirmation that the local government has resolved to make the request, details of the date when the relevant resolution was passed and any other information relating to that resolution that the Minister may require; and*
- (b) *sketch plans showing the location of the road and the proposed future disposition of the land comprising the road after it has been closed; and*
- (c) *copies of any submissions relating to the request that, after complying with the requirement to publish the relevant notice of motion under section 58(3) of the Act, the local government has received, and the local government's comments on those submissions; and*

- (d) a copy of the relevant notice of motion referred to in paragraph (c); and
- (e) any other information the local government considers relevant to the Minister's consideration of the request; and
- (f) written confirmation that the local government has complied with section 58(2) and (3) of the Act.

Other

Section 56 of the Land Administration Act 1997 will also need to be followed in future to rededicate the subject roads, if approval is granted by the Minister to 'permanently' close those roads in the first instance.

Land Administration Act 1997 – Section 58A (recently proclaimed)

58A Closure of road on Minister's own initiative

- (1) The Minister may by order close a road in the district of a local government if the Minister considers that the road should be closed permanently.
- (2) Before making an order under subsection (1) the Minister must —
 - (a) give written notice of the proposed closure to the local government and in the notice invite the local government to make submissions on the proposed closure within 35 days after the date of the notice; and
 - (b) advertise the proposed closure in the prescribed manner and in the advertisement invite members of the public to make submissions on the proposed closure within 35 days after the date of the advertisement; and
 - (c) consider submissions received —
 - (i) from the local government within the 35-day period referred to in paragraph (a); and
 - (ii) from members of the public within the 35-day period referred to in paragraph (b); and
 - (iii) from the local government or members of the public within any longer period allowed under subsection (3).
- (3) The Minister may, on application by the local government or a member of the public (as the case requires), allow a longer period for submissions in response to a notice given under subsection (2)(a) or an advertisement under subsection (2)(b).
- (4) If the Minister makes an order under subsection (1) in relation to a road —
 - (a) the road is closed on and from the day on which the order is registered; and
 - (b) any rights suspended under section 55(3)(a) cease to be so suspended.
- (5) The closure of a road under this section does not affect —
 - (a) any encumbrances to which the land that comprised the road was subject when the road was closed; or
 - (b) if the land that comprised the road is in the DBNGP corridor — State corridor rights or other rights conferred under the Dampier to Bunbury Pipeline Act 1997 in respect of that land.

Policy Implications

Nil

Financial Implications

South32's updated road closure arrangement will remove the financial burden on the Shire, relating to the closure of Ashcroft Road, Morts Road and Rogers Bend. If this closure arrangement is not supported, it is expected the Shire will forego \$2.5 million in funding being offered by South32 through its updated Social Investment Agreement for projects benefiting the community.

Economic Implications

The impact of a potential permanent road closure to the Tullis Bridge precinct includes the lack of ability for both community and tourists to visit this reserve. Tullis Bridge and the associated trail is noted as a project of strategic importance to the community.

Supporting South32's road closure request will deliver \$2.5 million in funding for the Shire, which can be directed towards such projects of economic importance to the community.

Social Implications

Nil

Environmental Considerations

The extent of environment impacts are not specified within the proposal, as they are not specifically relevant to this decision. A comprehensive approval process, managed by the Environmental Protection Authority (EPA), underpins mining expansion projects and the clearing alongside the roads that are subject to closure is part of the area included in the EPA process.

Risk Considerations

Risk Statement and Consequence	The broader risks in relation to this item are the financial impact of road reinstatement, economic impact, and a varied level of community support for the closure. Specifically: - the roads may not be approved by the Minister for re-dedication - the community may not be supportive of the decision - the deterioration of the relationship between the Shire of Boddington and South32
Risk Rating (prior to treatment or control)	The risk rating for this proposal varies with the individual risks assessed; however, the highest risk rating is High.
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	Following the Council decision, communication will take place with individual submitters and the general community.

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 121/24

Moved: Cr E Smalberger

Seconded: Cr L Lewis

That Council:

- 1. In accordance with sections 58(1) and (2) of the *Land Administration Act 1997* notes the submissions received (and contained in Attachment 9.2.1A) in respect of South32**

Worsley Alumina's (South32's) proposed permanent closure of Morts Road, Ashcroft Road and Rogers Bend, and requests the Minister for Lands to close those portions of Morts Road, Ashcroft Road, and Rogers Bend shown in Figure 1 of this report.

- 2. Provides the Minister with such information as required to comply with regulation 9 of the *Land Administration Regulations* 1998, and in doing so advises the Minister for Lands that:**
 - i. In respect of Morts Road, South32 has agreed to reconstruct any portions of that road affected by its mining operations in accordance with the permit granted by Council on 25 May 2023 (Resolution 50/23) and make that road available for reopening to the public by 1 April 2026.**
 - ii. South32 will be responsible for rehabilitating any portions of Ashcroft Road and Rogers Bend disturbed by its mining operations, once those operations have concluded.**
- 3. In accordance with sections 56(1)(a), (2) and (5) of the *Land Administration Act* 1997, requests the Minister for Lands to, by 1 April 2026, dedicate as a road the land comprised in the closed portion of Morts Road referenced in 1, above.**
- 4. Accepts South32's Social Investment Agreement, as contained in Attachment 9.2.1C being for \$2.5 million in funding over four financial years, to deliver projects and initiatives identified in the Council Plan for the benefit of the Boddington community.**
- 5. Advises all submitters and South32 of its decision.**

Carried: 4-2

For: Cr G Ventris, Cr L Lewis, Cr P Carrots, Cr A Ryley,

Against: Cr E Smalberger, Cr J Van Heerden

The Shire President resumed the order of business from item 7.

9.2.5 Permanent Road Closure Request | South32 Worsley Alumina

File Reference:	2.063
Applicant:	South32 Worsley Alumina
Previous Item:	Ordinary Council Meeting 13/24 Ordinary Council Meeting 71/24
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.2.1A Council Agenda Item and Attachments OCM June 2024

Summary

The purpose of this report is for Council to reconsider South32 Worsley Alumina's (South32's) permanent road closure request, following an amendment to the Land Administration Act, which provides the Minister for Lands to authorise a road closure.

Background

Council originally considered South32's request for closure of Ashcroft Road, Stagbouer Trail, Morts Road, Siding Road, and Rogers Bend at its meetings on 23 March 2023, 20 April 2023, and 25 May 2023, with the following decision made at Council's May 2023 meeting (Resolution 50/23):

"That Council:

1. *Approve the acceptance of the Community Investment Agreement, as contained in Attachment 9.2.5A being for \$2M to progress projects that are identified in the Council Plan with the following modifications:*
 - a. *Removal of Clause 4 in Appendix 1 – Community Investment Terms, in its entirety.*
 - b. *Amendment of Clause 5 in Appendix 1 – Community Investment Terms, to read as follows:*
 - i. *On termination of this agreement:*
 - a) *South32 will have no further liability for any funding or other form of contribution under this Agreement; and*
 - b) *The Recipient must not (without South32's written consent) publish any material which makes reference to the Community Investment or South32's involvement in the Community Investment or the termination of this Agreement.*
2. *Pursuant to Section 3.50(1a) of the Local Government Act 1995, approve the closure of those portions of Ashcroft Road, Stagbouer Trail, Rogers Bend, Morts Road and Siding Road, in Marradong and Boddington as depicted in Attachment 9.2.1C for the following durations:*
 - a. *Ashcroft Road, from May 2023 up to and including 30 April 2038*
 - b. *Stagbouer Trail, from 1 December 2023 up to and including 31 December 2038*
 - c. *Morts Road, from May 2023 up to and including 31 December 2025*
 - d. *Rogers Bend, from May 2023 up to and including 31 December 2028*
 - e. *Siding Road, from 1 December 2023 up to and including 31 July 2038*

3. *Pursuant to the Local Government (Uniform Local Provisions) Regulations 1996 and the Shire of Boddington Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law, authorise the Chief Executive Officer to grant permission to South32 Worsley Alumina Pty Ltd, to conduct private works within the closed roads described in 2 above, in compliance with the Draft Permit included as Attachment 9.2.5B.”*

A copy of Council’s approved Permit, as referenced in resolution 3, is included as Attachment 9.2.5A and prescribes the conditions and requirements under which South32 must reconstruct and reinstate the closed roads. South32 has publicly and in writing confirmed its agreement to comply with the terms of this Permit.

In its letter of 14 November 2023 (copy included as Attachment 9.2.5B), South32 advised that it could not act on Council’s approval to excavate and rebuild Ashcroft Road, Morts Road and Rogers Bend because doing so would be classed as ‘mining operations’, which can only occur in roads that have been ‘permanently’ closed under the *Land Administration Act 1997* rather than ‘temporarily’ closed under the *Local Government Act 1995*. This was not realised until South32 attempted to act on Council’s decision and sought advice from the Department of Planning, Lands and Heritage (DPLH); Department of Energy, Mines, Industry Regulation and Safety (DEMIRS); and Department of Jobs, Tourism, Science and Innovation (JTSI), who all confirmed that neither the *Mining Act* nor South32’s *State Agreement* provide an exemption for this situation.

South32’s current request to ‘permanently’ close Ashcroft Road, Morts Road and Rogers Bend was presented to the Council Concept Forum on Thursday 7 December 2023, and was subsequently considered by Council at its meeting on 18 January 2024, when the following decision was made (Resolution No. 13/24):

“That Council:

1. *Request the Chief Executive Officer seek written confirmation from the state government agencies for in-principle support to re-open the subject roads.*
2. *In accordance with section 58(3) of the Land Administration Act 1997 gives 35 days local public notice of its intent to request the Minister for Lands to permanently close Ashcroft Road, Morts Road, and Rogers Bend as marked in blue on the plan included as Attachment 9.2.5B.*
3. *Requires a further report to be presented to Council after closure of the public advertising period referred to in 1 above, for Council to consider any submissions received and decide whether to formally request the Minister for Lands to permanently close the subject roads in accordance with sections 58(1) and (2) of the Land Administration Act 1997.*
4. *Acknowledges South32 Worsley Alumina’s commitment to continue complying with:*
 - a. *The Community Investment Agreement entered into with the Shire of Boddington pursuant to item 1 of Council’s Resolution 50/23 from its meeting of 25 May 2023; and*
 - b. *The road closure durations approved by item 2 of Council’s Resolution 50/23 from its meeting of 25 May 2023, regardless of whether those roads are permanently closed under section 58 of the Land Administration Act 1997; and*

- c. *All terms and conditions of the Permit granted pursuant to item 3 of Council's Resolution 50/23 from its meeting of 25 May 2023 to conduct private works within the closed roads.*

Council's resolution 1 above has been satisfied, with DPLH and JTSI confirming their in-principle support to re-open the subject roads, and DEMIRS confirming it has no objection to the proposed closure and would not oppose the re-opening of those roads in future based on currently information that is currently available. The text from these agencies is attached at Attachment 9.2.5C. South32 also provided a further letter (included as Attachment 9.2.5D) confirming its commitment to reconstruct the 'permanently' closed roads once mining operations have concluded at the end of the agreed closure periods, so that the roads can be re-dedicated and re-opened to the public.

In accordance with resolution 2 above, the proposed 'permanent' road closure was advertised for a minimum period of 37 days, by way of the following, closing on Friday 3 May 2024:

- Letters sent to relevant landowners and service/government agencies;
- Public Notice displayed on Shire Notice Boards;
- Notice published in *BoddNews* on 26 March 2024; and
- Notice published in *The West Australian* on 27 March 2024.

A report was presented to Council on 23 May 2024 (Item 9.2.1) to consider the submissions received in response to the public advertising period and make a decision on South32's road closure proposal, but the matter was deferred for consideration at a subsequent meeting. This report is now presented back to Council for that purpose.

South32 has always committed to reconstructing the closed roads that are impacted by its mining operations, so that those roads can be reopened by the dates set by Council on 25 May 2023, however, in response to feedback received from Council and the broader community, South32 has now offered an alternate arrangement, whereby:

- South32 would enter into a new Social Investment Agreement with the Shire to compensate for the community's loss of access to Ashcroft Road, Morts Road and Rogers Bend during their closure periods;
- The Shire would be responsible to rebuild any portions of Ashcroft Road and Rogers Bend affected by South32's mining operations, so that it has greater control over when and of what portion of those roads are reopened; and
- South32 would rebuild any portions of Morts Road affected by its mining operations, so that the road can be reopened to the public by a date agreed by Council.

This alternate arrangement is discussed in detail in the Comment section of this report.

Comment

The five 'temporary' road closures approved by Council on 25 May 2023 are already in effect (with the exception of Siding Road which is still open to the public), and those roads will remain closed for the duration approved by Council at that meeting.

South32 has requested the 'permanent' closure of Ashcroft Road, Morts Road and Rogers Bend to overcome a complication that exists between the *Land Administration Act 1997* (LAA) and the *Mining Act 1978* (MA) which is preventing South32 from acting on Council's decision on 25 May 2023 in respect to those roads.

The 'permanent' road closures are not intended to remain for perpetuity, as South32 will rebuild Ashcroft Road, Morts Road, and Rogers Bend to the standard already agreed by Council, so that the roads can be re-dedicated and reopened to the public once its mining activities have concluded.

The roads subject of this 'permanent' road closure request are shown in Figure 1 (over page) and are intended to be reopened to the public by the following dates:

Ashcroft Road – 1 May 2038
Morts Road – 1 January 2026
Rogers Bend – 1 January 2029

South32 Worsley Alumina (South32) is not seeking any change to the approved 'temporary' Road Closures of Stagbouer Trail or Siding Road, as those roads will only be used for haulage purposes and will not be mined.

The following submissions were received in respect of this proposal:

Service/Government Agencies: Main Roads WA – No objection

Water Corporation – No objection

ATCO Gas – No objection

Western Power – Western Power does not provide feedback or advice on proposals potentially affecting its infrastructure. The proponent will need to separately apply to Western Power to move or remove any transmission and communication assets that may be affected by this proposal.

Community: 27 public submissions have been received, objecting to the proposal. 18 of these submissions are identical and raise the same issues, with the remaining 9 submissions also raising similar issues.

A summary of the submissions received along with Administration's comments on each is provided in Attachment 9.2.5E.

In Administration's opinion, the issues and concerns raised by community submissions:

- Were previously noted and resolved by Council when it decided to close these and other roads under the *Local Government Act*; or
- Are addressed by Council's existing road closure and road reconstruction requirements, which South32 has unconditionally and repeatedly committed to comply with, and which include penalties for delays in reopening the roads; or
- Include general objections in principle to mining in the Shire, which the Shire cannot influence or reverse, given the State Government is responsible for approving and regulating mining operations under the *Mining Act* and South32's own *State Agreement*; or

- Relate to a lack of trust in relation to historical commitments from South32. Unlike historical agreements, the commitment to rebuilding and reopening the roads is in writing and in significant detail, and on the public record; or
- Note a higher level of concern in relation to Morts Road, due to the surety of future access to Tullis Bridge, than in relation to Ashcroft Road and Rogers Bend.

It should also be noted that:

- Ashcroft Road, Morts Road and Rogers Bend are already closed to the public for the periods previously approved by Council. South32 is not seeking any change to these closure periods, but rather is seeking the same closure to be effected under the *Land Administration Act* instead of the *Local Government Act*.
- Council has already granted its permission to South32 to excavate the closed roads and recontour, rebuild and rehabilitate those roads along their existing alignment once mining operations have concluded – by the dates that have been agreed.
- In reconstructing the affected portions of road in future, South32 will effectively renew the Shire's road assets and deliver an improved standard and condition of road than what already exists. This in turn will provide an improved road network and visitor experience for those travelling to destinations like Tullis Bridge.
- If Council agrees, and if the Minister approves to 'permanently' close the subject roads under the *Land Administration Act*, the alignment of those roads will be preserved by the existing cadastral boundaries (the parallel lines defining the road corridor) as there is no intention whatsoever to dissolve those boundaries and amalgamate the road land into adjoining property.
- If South32 were to mine all land up to but not including the subject roads, then the vertical alignment of those roads would be incompatible with surrounding land, raising concerns about drainage and road safety, particularly in terms of sight lines, vehicle run-off, and access/egress to and from those roads. Recontouring the roads to coordinate with post-mining contours will be vital to achieving a safe road system in the locality. For South32 to achieve this, however, the roads need to be 'permanently' closed.
- Any excavation conducted by South32 for the purpose of extracting ore from the already closed road reserves will be classified as "mining" and "mining operations" under s. 8 of the *Mining Act 1978* (MA). These activities cannot occur within a road reserve unless it is 'permanently' closed under s. 58 of the LAA.
- If Council accepts South32's alternate road closure arrangement (detailed below) instead of its originally submitted proposal, South32 would still be responsible for rebuilding and reopening Morts Road – the community's highest priority, with the Shire then responsible for rebuilding and reopening Ashcroft Road and Rogers Bend if it wishes to do so in the future. In the meantime, the Shire would receive substantial ongoing funding from South32 to invest in community projects in compensation of the temporary lack of access to the roads being closed.

South32's alternate road closure arrangement is detailed below and is contingent upon Council at its meeting on 27 June 2024 adopting a resolution to permanently close Morts Road, Ashcroft Road and Rogers Bend, and the Shire providing all necessary information to the Minister or his delegate to support the immediate approval of that request.

- a) South32 will enter a new Social Investment Agreement with the Shire as fair and reasonable compensation to the Shire and its community for any disruption or inconvenience caused by the permanent road closures and its long-term mining activities.
- b) Payment made by South32 to the Shire under this new Social Investment Agreement will represent full and final discharge of any and all obligations on South32 under the existing road works permit in respect of Ashcroft Road and Rogers Bend, and immediately, permanently and absolutely release South32 of all such obligations, including but not limited to – the cessation of mining, the provision of road construction drawings, the construction and reopening of roads, the revegetation and rehabilitation of roads, the payment or satisfaction of any bonds, penalties or defects liabilities, and any timeframes associated with the foregoing.
- c) The Shire will be responsible for the future dedication, construction and reopening of those portions of Ashcroft Road and Rogers Bend disturbed by South32's mining operations.
- d) South32 will remain responsible for rebuilding any closed portions of Morts Road disturbed by its mining operations, in accordance with the existing road works permit granted by Council, so that Morts Road can be reopened by 1 April 2026 (extension invited by Shire).
- e) Funds paid by South32 to the Shire under the new Social Investment Agreement must be directed to projects contained within the Shire's Council Plan to deliver projects and initiatives for the benefit of the community.
- f) The value of South32's funding contribution under this agreement has been calculated based on the following:
 - Forecast cost to reconstruct and reopen the closed sections of road disturbed by mining operations;
 - Compensation contingency in recognition of any community inconvenience or deprived access caused by the road closures; and
 - South32's commitment to supporting the Shire of Boddington community.
- g) The amount that South32 has determined for this purpose as being fair and reasonable payment to the Shire \$2.5M over 4 years as follows:
 - 1st payment – \$100,000 paid on receiving an order from the Minister for Lands to permanently close Morts Road, Ashcroft Road and Rogers Bend (e.g. August 2024)
 - 2nd payment – \$900,000 on 1 July 2025
 - 3rd payment – \$500,000 on 1 July 2026
 - 4th payment – \$500,000 on 1 July 2027
 - 5th payment – \$500,000 on 1 July 2028

Originally, the first payment was proposed at \$1,000,000 on 1 July 2025, however, South32 considered it to be advantageous to the Shire to offer a small component of the first payment earlier than previously scheduled.

In Administration's opinion, this alternate road closure arrangement is preferable to South32's originally submitted permanent road closure request because it:

- Will deliver greater benefit to the community in recognition of and compensation for the disruption and lack of access caused by South32's mining operations and the closure of Morts Road, Ashcroft Road and Rogers Bend;

- Will greatly improve Council's capacity to invest in strategic projects and initiatives to benefit the community over the next four financial years;
- Will ensure that South32 remains responsible for rebuilding and reopening Morts Road – the community's highest priority;
- Will ensure the Shire has greater control over the rebuilding and reopening of Ashcroft Road and Rogers Bend in future, which are secondary to Morts Road in terms of community priority and access to Tullis Bridge; and
- Will better address some of the community concerns raised in submissions about the reliance on South32 upholding its commitments and contributing to the community.

If Council accepts South32's alternate road closure arrangement, it will be recommended that the Shire issue a joint statement with South32 to inform the community of the reasons for doing so in preference to the original 'permanent' road closure request.

Consultation

The results of the public consultation process for this proposal are discussed above and have been summarised with Administration's comments in Attachment 9.2.5E.

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

Land Administration Act 1997 – Section 58 (Closing roads)

- (1) *When a local government wishes a road in its district to be closed permanently, the local government may, subject to subsection (3), request the Minister to close the road.*
- (2) *When a local government resolves to make a request under subsection (1), the local government must in accordance with the regulations prepare and deliver the request to the Minister.*
- (3) *A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.*
- (4) *On receiving a request delivered to him or her under subsection (2), the Minister may, if he or she is satisfied that the relevant local government has complied with the requirements of subsections (2) and (3) —*
 - (a) *by order grant the request; or*
 - (b) *direct the relevant local government to reconsider the request, having regard to such matters as he or she thinks fit to mention in that direction; or*

- (c) *refuse the request.*
- (5) *If the Minister grants a request under subsection (4) —*
 - (a) *the road concerned is closed on and from the day on which the relevant order is registered; and*
 - (b) *any rights suspended under section 55(3)(a) cease to be so suspended.*
- (6) *When a road is closed under this section, the land comprising the former road —*
 - (a) *becomes unallocated Crown land; or*
 - (b) *if a lease continues to subsist in that land by virtue of section 57(2), remains Crown land.*

Land Administration Regulations 1998 – Regulation 9 ('Permanent' road closures)

For the purposes of preparing and delivering under section 58(2) of the Act a request to the Minister to close a road permanently, a local government must include with the request —

- (a) *written confirmation that the local government has resolved to make the request, details of the date when the relevant resolution was passed and any other information relating to that resolution that the Minister may require; and*
- (b) *sketch plans showing the location of the road and the proposed future disposition of the land comprising the road after it has been closed; and*
- (c) *copies of any submissions relating to the request that, after complying with the requirement to publish the relevant notice of motion under section 58(3) of the Act, the local government has received, and the local government's comments on those submissions; and*
- (d) *a copy of the relevant notice of motion referred to in paragraph (c); and*
- (e) *any other information the local government considers relevant to the Minister's consideration of the request; and*
- (f) *written confirmation that the local government has complied with section 58(2) and (3) of the Act.*

Section 56 of the *Land Administration Act 1997* will also need to be followed in future to re-dedicate the subject roads, if approval is granted by the Minister to 'permanently' close those roads in the first instance.

Policy Implications

Nil

Financial Implications

South32 has confirmed that if Council accepts its original request for the 'permanent' closure of Ashcroft Road, Morts Road and Rogers Bend that will not affect its compliance with Council's approved road reconstruction/reinstatement requirements or its separate

Community Investment Agreement, both of which were endorsed by Council in May 2023.

Conversely, if Council accepts South32's alternate road closure arrangement and partnership funding agreement, South32 will still be responsible for rebuilding and reopening Morts Road by a date agreed by Council. The Shire would then be responsible for rebuilding and reopening any portions of Ashcroft Road and Rogers Bend affected by mining and would receive ongoing funding from South32 (\$2.5 million over four years) to compensate for the community's temporary loss of access to the closed roads and support Council's investment in projects benefiting the community.

Economic Implications

The impact of a potential permanent road closure to the Tullis Bridge precinct includes the lack of ability for both community and tourists to visit this reserve. Tullis Bridge and the associated trail is noted as a project of strategic importance to the community.

Social Implications

Nil

Environmental Considerations

The extent of environment impacts are not specified within the proposal, as they are not specifically relevant to this decision. Mining expansion projects are underpinned by a comprehensive approval process, managed by the Environmental Protection Authority (EPA), and the clearing alongside the roads that are subject to closure is part of the area included in the EPA process.

Risk Considerations

Risk Statement and Consequence	The broader risks in relation to this item are the financial impact of road reinstatement, economic impact, and a varied level of community support for the closure. Specifically: - the roads may not be approved by the Minister for re-dedication - the community may not be supportive of the decision - the deterioration of the relationship between the Shire of Boddington and South32
Risk Rating (prior to treatment or control)	The risk rating for this proposal varies with the individual risks assessed, however, the highest risk rating is High.
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	Following the Council decision, communication will take place with individual submitters and the general community.

Officer Recommendation

That Council:

1. In accordance with sections 58(1) and (2) of the *Land Administration Act 1997* notes the submissions received in respect of this proposal and requests the Minister for Lands to:
 - i. Close those portions of Ashcroft Road and Rogers Bend, as shown in Figure 1 of this report; and
 - ii. Close the portion of Morts Road, as shown in Figure 1 of this report, providing that the Minister (or his delegate) confirms to the satisfaction of the Chief Executive Officer that the closed portion of Morts Road will be dedicated as a public road by 31 December 2025 pursuant to resolution 4. below.
2. Provides the Minister with such information as required to comply with regulation 9 of the *Land Administration Regulations 1998*, and in doing so advises the Minister for Lands that:
 - i. In respect of Morts Road, South32 has agreed to reconstruct any portions of that road affected by its mining operations in accordance with the permit granted by Council on 25 May 2023 (Resolution 50/23) and make that road available for reopening to the public by 1 April 2026.
 - ii. The Shire of Boddington will be responsible for reconstructing any portions of Ashcroft Road and Rogers Bend disturbed by South32's mining operations so those roads can be reopened to the public in future, with the intent this occurs on or around 1 May 2038 for Ashcroft Road and 1 January 2029 for Rogers Bend.
3. In accordance with sections 56(1)(a), (2) and (5) of the *Land Administration Act 1997*, requests the Minister for Lands to by 1 April 2026, dedicate as a road the land comprised in the closed portion of Morts Road referenced in 1. above.
4. Approve the acceptance of South32's Social Investment Agreement, as contained in Attachment 9.2.5F being for \$2.5 million in funding over four financial years, to deliver projects and initiatives identified in the Council Plan for the benefit of the Boddington community.
5. Advises all submitters and South32 of its decision.
6. Notes the Shire will issue a joint statement with South32 explaining the rationale for the abovementioned Council decision, as described in this report, and the consequential benefit to the community compared to South32's original 'permanent' road closure request.

PERMIT

Private Works in Public Thoroughfares

Local Government (Uniform Local Provisions) Regulations 1996

Activities on Thoroughfares and Trading In Thoroughfares and Public Places Local Law

To: South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) a company with its registered office at Gastaldo Road, Allanson, WA 6225 (**Worsley**), as agent for and on behalf of the Joint Venture Participants (**the Permit Holder**).

Joint Venture Participants means the joint venture participants from time to time in the Worsley Joint Venture.

Worsley Joint Venture means the Worsley unincorporated joint venture established under agreement.

Date of Application: N/A

Date of Council Decision: Thursday 25th May 2023

Approved Works: Access to closed thoroughfares; Clearing vegetation within thoroughfares; Removal of existing road infrastructure; Excavation of land within and adjoining thoroughfares; Fencing and the installation of barriers across thoroughfares; and carrying out other Private Works ancillary to and necessary for the conduct of South32 Worsley Alumina Pty Ltd's mining operations in the Marradong locality.

Permission is hereby GRANTED to the Permit Holder, pursuant to regulations 11(5) and 17(4) of the *Local Government (Uniform Local Provisions) Regulations 1996*, and clauses 2.2, 2.4, 4.11 and Part 6 of the Shire of Boddington *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law* to carry out the Approved Works described above, SUBJECT TO THE FOLLOWING CONDITIONS –

CONDITIONS

Extent of Permit

- The Approved Works shall be confined to those portions of Ashcroft Road, Morts Road, Rogers Bend, Stagbouer Trail, and Siding Road depicted on the attached approved plan, which forms part of this Permit.

Duration of Permit

- The Approved Works are permitted to occur for the following durations:

Thoroughfare	Start Date	End Date
Ashcroft Road	The date of this approval	30 April 2038
Morts Road	The date of this approval	31 December 2025
Rogers Bend	1 July 2023	31 December 2028

Thoroughfare	Start Date	End Date
Stagbouer Trail	1 December 2023	31 December 2038
Siding Road	1 December 2023	31 December 2038

Reinstatement and Make Good

3. Upon completion of the Approved Works, the Permit Holder shall, at its expense, make good those thoroughfares described in Condition 1 by no later than the calendar day immediately following each respective End Date described in Condition 2 by –
 - a) Removing its equipment, materials, installations, barriers, rubbish, or debris from the thoroughfares; and
 - b) Recontouring, reconstructing and reinstating the thoroughfares in compliance with plans approved by the Shire of Boddington pursuant to Condition 4.

Approval of Reinstatement Plans

4. The Permit Holder shall, not less than 12 months before the End Date described in Condition 2 for each respective thoroughfare, provide detailed designs and plans to the Shire of Boddington for approval, in compliance with Annexure 1 (which forms part of this Permit) for each thoroughfare (or part thereof) to be reinstated.

Practical Completion and Inspection

5. The Permit Holder shall give written notice of Practical Completion to the Shire of Boddington once it considers that it has completed the reinstatement and make good works required by Condition 3. On receipt of such notice the Shire will as soon as reasonably practicable, notify the Permit Holder in writing that –
 - a) It has complied with its obligation to reinstate and make good the thoroughfare(s) or parts thereof affected by the Approved Works, and Practical Completion has therefore been achieved; or
 - b) It has not complied with its obligation to reinstate and make good the thoroughfare(s) or parts thereof affected by the Approved Works, and Practical Completion has therefore not been achieved, giving reasons in writing for its decision.
6. If in accordance with Condition 5 b), the Shire notifies the Permit Holder that Practical Completion has not been achieved, then –
 - a) The Permit Holder shall carry out or cause to be carried out such additional work as is reasonably required for the Permit Holder to fulfil its reinstatement and make good obligations, within a period notified by the Shire; and
 - b) Upon completion of such additional work the provisions of Condition 5 shall apply, for the Permit Holder to give notice of Practical Completion and for the Shire to notify the Permit Holder in writing whether it has satisfied its reinstatement and make good obligations under Condition 3.

Defects Liability Period

7. The Permit Holder shall, for each respective thoroughfare affected by the Approved Works, repair –
 - a) the structural integrity of the thoroughfare resulting from erosion and scouring caused by rainfall events; and

- b) defects in its reinstatement and make good works resulting solely from its faulty workmanship or defective materials,

for a period of 24 months from the date of the Shire's grant of Practical Completion in accordance with Condition 5 a) for that thoroughfare.

Liability for Delay

8. If reinstatement and make good works of any thoroughfare subject of this Permit is expected by the Permit Holder to be delayed beyond the date prescribed by Condition 3, then the Permit Holder shall, not less than nine (9) months before the End Date corresponding to that thoroughfare in Condition 2, apply in writing to the Shire for a variation to the End Date(s) and include in such application:
 - a) The reasons for the delay and the extent to which those delays were foreseeable, attributable to and avoidable by the Permit Holder;
 - b) The reinstatement and make good works which have been carried out to date;
 - c) The reinstatement and make good works that are yet to be completed and a program with timeframe for undertaking those works to fulfil its reinstatement and make good obligations under Condition 3.
9. Upon receipt of an application to vary the End Date under Condition 8, the Shire will as soon as reasonably practicable notify the Permit Holder in writing that a variation to the End Date(s) specified in Condition 2 of this Permit is –
 - a) Approved, pursuant to clause 6.5 of the Shire of Boddington *Activities on Thoroughfares and Trading In Thoroughfares and Public Places Local Law*, in which case the Permit Holder shall comply with the varied Permit; or
 - b) Not approved, in which case the Permit Holder shall comply with this Permit as granted.
10. Unless otherwise approved by the Shire of Boddington in accordance with Condition 9, if the reinstatement and make good requirements of Condition 3 for Morts Road only are not fulfilled by the calendar day immediately following the End Date stated in Condition 2 for that road (as may be varied by the Shire from time to time), then the Permit Holder shall be liable to the Shire of Boddington for liquidated damages at the rate of \$350.00 per day for every day after the End Date (as may be amended by the Shire from time to time) that the Permit Holder does not comply with its reinstatement and make good obligations for Morts Road. The Permit Holder's liability to pay liquidated damages under this Condition 10 shall not extend beyond 31 December 2029 or exceed an aggregate cap of \$511,350.

Thoroughfare Maintenance

11. The Permit Holder will maintain sections of the thoroughfares subject of this Permit (Ashcroft Road, Stagbouer Trail, Morts Road or Siding Road) not disturbed by mining activities, where those sections of road will not be accessible to the Shire due to the Permit Holder's conduct of the Approved Works.

Financial Guarantee

12. The Permit Holder shall provide to the Shire a Corporate Guarantee or Bank Guarantee in the sum of \$120,000 (**Guarantee**) to secure compliance with the Permit Holder's reinstatement and make good obligations under this Permit, as well as any other damage to property or adjoining land resulting from or associated with the Approved Works. The Shire may call upon the Guarantee and use or retain any amount it considers necessary for:
 - a) the cost of repairs required to be undertaken by the Shire if any damage is not made good by the Permit Holder, and

b) any liabilities, indemnity or penalties arising from this Permit.

13. The Guarantee must be provided as follows:

a) The first Guarantee in the sum of \$60,000 to be provided by 31 July 2023; and

b) The second guarantee in the sum of \$60,000 to be provided by 31 July 2024.

Indemnity

14. For each respective thoroughfare the subject of this Permit, the Permit Holder shall indemnify the Shire from any claim for loss, damage or compensation suffered by the Shire as a consequence of or arising from any wilful misconduct or negligent act or omission of the Permit Holder resulting in any injury to any person or any damage to any property in connection with the Approved Works and the Permit Holder's use of the thoroughfares from the commencement date of the Approved Works until the date that Practical Completion is achieved in accordance with Condition 5 a) of this Permit, except to the extent of liability which is contributed by the wilful misconduct or a negligent act or omission of the Shire, its directors, officers, employees, agents, contractors or its subcontractors.

Signed: _____

Date: _____

Julie Burton, Chief Executive Officer
Shire of Boddington

ADVICE NOTES

- i. The Shire of Boddington will reasonably endeavour to determine the plans required by Condition 4 within 90 days from receipt of those plans, to minimise any impacts on the Permit Holder's program to reinstate and reconstruct the thoroughfares covered by this Permit.
- ii. Relative to Condition 7, the Permit Holder will not be responsible for any defect or damage in its reinstatement and make good works not solely arising from its faulty workmanship or defective materials in its works, including from any use of the roads or any failure to care for or maintain the roads by the responsible authority.
- iii. In considering a written notice from the Permit Holder in accordance with Condition 8, the Shire will have due regard to the reasons for delay and will not unreasonably withhold its approval to vary the End Date(s) in accordance with Condition 9(a) if the delays were not practicably foreseeable, attributable to, or avoidable by the Permit Holder.
- iv. The Permit Holder's liability in Condition 10 for failing to satisfy the reinstatement and make good requirements of Condition 3 for Morts Road is separate from and additional to the powers exercisable by the Shire of Boddington in respect of notices, offences, penalties, enforcement and permit cancellation under the *Local Government (Uniform Local Provisions) Regulations 1996* and the Shire's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law*.
- v. It is the Permit Holder's responsibility to apply for, obtain and comply with all applicable licences, approvals, permits, and authorisations whether granted by the Shire of Boddington or not.
- vi. For the purposes of this Permit, Practical Completion means the Permit Holder's reinstatement and make good works are complete except for minor omissions and minor defects which do not prevent the subject thoroughfares from being reasonably capable of being used for access by the public in the Shire's opinion.

ANNEXURE 1

Technical Requirements for Reconstructing & Reinstating Thoroughfares

1 Road Classification

- 1.1 The Permit Holder will design the reconstructed roads (Ashcroft Road, Stagbouer Trail, Morts Road and Siding Road) based on Specifications and guidelines sourced from Table 3.10 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 1.2 Ashcroft Road, Stagbouer Trail, and Siding Road would be classified as 4C Access – Rolling or 4C Access – Mountainous (if vertical grade requires) or Class 4B Access (Morts Road) Flat or Mountainous (if vertical grade requires). The parties acknowledge that there are sections of Morts Road that do not comply with Class 4B (flat or mountainous).

2 Road Alignment

- 2.1 The geometric design would be in accordance with Table 3.10: Guidelines for the main geometric design standards for unsealed roads of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 2.2 Reconstructed roads will be designed with appropriate grading to suit the natural / existing ground following mining completion and will be designed within the Road Reserve. The Permit Holder will reconstruct the roads within the relevant road reserve, even if the original road was partly not within the road reserve. Reconstructed roads will be re-established as near as practicable to the original coordinates where this can be achieved within Road Reserves and within the practical bounds of design standards for vertical and horizontal alignment to match in with the abutting sections of road.
- 2.3 Roads will only be reconstructed where sections of road have been disturbed by mining activities and will key into existing roads. Transition areas between reconstructed roads and existing roads will be engineered and constructed in a manner to ensure smooth transition between existing and reconstructed road surfaces.

3 Road Specification

- 3.1 Typical Cross section of the reconstructed road will be as per Fig C25 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 3.2 The Permit Holder will use reasonable endeavors to reconstruct roads to meet the pre-existing road classification prior to mining activities, including classification 4B (flat mountainous) for sections of Morts Road disturbed by mining activities. The parties acknowledge that there are sections of Morts Road where this will not be possible (noting that the classification is not met under existing road conditions). The parties may choose to modify original Road Reserves and alignments if mutually agreed.
- 3.3 Subgrade will be crushed hardcap rock material shaped and compacted.
- 3.4 A minimum of 200mm Gravel Base course will be re-established. This will be graded and compacted, and water bound to correct shape.
- 3.5 Construction of unlined table drains, and crossover culverts will be installed where required to provide for run-off. Guideposts shall be provided at the road shoulder to protect and/or advise road users of the presence of the drain.
- 3.6 All embankments and cuttings will be covered with topsoil to encourage regrowth of native vegetation. The Permit Holder will undertake planting and the establishment of vegetation in accordance with revegetation and rehabilitation requirements to the satisfaction of the Shire.
- 3.7 Road signs will be reinstated.
- 3.8 Fencing will be provided as near as practicable along the boundary of the road reserve.

- 3.9 The pavement construction shall be in accordance with section 4.12 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.

4 Design Acceptance and Construction Checklist Acceptance Process

- 4.1 Final landform for the reconstructed roads (Ashcroft Road, Stagbouer Trail, Morts Road and Siding Road) will be designed post mining completion. Detailed designs and plans will be provided to the Shire of Boddington including vertical alignment, width and the location of culverts.

14 November 2023

**Ms Julie Burton
Chief Executive Officer
Shire of Boddington
PO Box 4
Boddington, Western Australia, 6390**

Dear Ms Burton

RE: South32 Request for Permanent Road Closures

I write seeking the Shire's approval to convert three of our five existing Temporary Road Closures to Permanent Road Closures, to overcome a statutory impediment that exists between the Land Administration Act 1997 (LAA) and the Mining Act 1978 (MA) which is preventing us from acting on Council's decision from earlier this year to close and excavate roads for Worsley's mining and operational purposes.

The Permanent Road Closures that we are now seeking for Ashcroft Road, Morts Road, and Rogers Bend will not remain in place for perpetuity, as those roads would be re-dedicated and reopened to the public once our mining activities have concluded and we have reinstated the roads according to the terms and duration already approved by Council. We do not require any change to the existing temporary closure of Stagbouer Trail or Siding Road as those roads will not be mined for ore.

Relevant background and details relating to this request set out below.

Background

Council, at its meeting on 25 May 2023 (Agenda Item 9.2.1) considered a request from South32 Worsley Alumina to close various roads within the Marradong and Boddington localities and conduct private works within the closed roads. In response to that request, Council adopted the following resolution:

"COUNCIL RESOLUTION: 50/23

That Council:

- 1. Approve the acceptance of the Community Investment Agreement, as contained in Attachment 9.2.1A being for \$2M to progress projects that are identified in the Council Plan with the following modifications:*
 - a. Removal of Clause 4 in Appendix 1 – Community Investment Terms, in its entirety.*
 - b. Amendment of Clause 5 in Appendix 1 – Community Investment Terms, to read as follows:*

- i. *On termination of this agreement:*
 - a) *South32 will have no further liability for any funding or other form of contribution under this Agreement; and*
 - b) *The Recipient must not (without South32's written consent) publish any material which makes reference to the Community Investment or South32's involvement in the Community Investment or the termination of this Agreement.*
- 2. *Pursuant to Section 3.50(1a) of the Local Government Act 1995, approve the closure of those portions of Ashcroft Road, Stagbouer Trail, Rogers Bend, Morts Road and Siding Road, in Marradong and Boddington as depicted in Attachment 9.2.1C for the following durations:*
 - a. *Ashcroft Road, from May 2023 up to and including 30 April 2038*
 - b. *Stagbouer Trail, from 1 December 2023 up to and including 31 December 2038*
 - c. *Morts Road, from May 2023 up to and including 31 December 2025*
 - d. *Rogers Bend, from May 2023 up to and including 31 December 2028*
 - e. *Siding Road, from 1 December 2023 up to and including 31 July 2038*
- 3. *Pursuant to the Local Government (Uniform Local Provisions) Regulations 1996 and the Shire of Boddington Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law, authorise the Chief Executive Officer to grant permission to South32 Worsley Alumina Pty Ltd, to conduct private works within the closed roads described in 2 above, in compliance with the Draft Permit included as Attachment 9.2.1B."*

For your convenience, we have appended to this letter a copy of the confirmed Council Meeting Minutes relating to this item, inclusive of the documents referred to in the Council Resolution as Attachments 9.2.1A, B and C.

In accordance with Council's decision, the subject roads have now been closed and South32 Worsley Alumina is currently planning its mining activities in the locality. These efforts have led us to identify that:

- i. Council's decision to close the subject roads was granted under Section 3.50(1a) of the Local Government Act 1995 because the roads were (and still are) intended to be closed for more than 4 weeks, but not in perpetuity.
- ii. Council has granted its permission (subject to conditions which South32 Worsley Alumina is in agreement with) for the closed roads to be excavated, under to the Local Government (Uniform Local Provisions) Regulations 1996. The purpose of this excavation is for South32 Worsley Alumina to seamlessly continue its extraction activities throughout its mining lease/tenement areas, including the mining of ore within and under the closed roads.
- iii. However, pursuant to subsection 55(1) of the (LAA) all land within a road reserve (other than a road reserve that has been permanently closed) remains the absolute property of the

Crown. Subsection 55(3)(a) of the LAA goes on to state that any rights to mine for minerals are suspended until the relevant road is permanently closed under s. 58 of the LAA.

- iv. Any excavation conducted by South32 Worsley Alumina for the purpose of extracting ore from the already closed road reserves will be classified as “mining” and “mining operations” under s. 8 of the MA, but those activities cannot occur within a road reserve unless it is “permanently” closed under s. 58 of the LAA.

In an effort to act on Council’s decision and avoid raising this “permanent” road closure request with the Shire, we have liaised extensively with the:

- Department of Mines, Industry Regulation and Safety (DMIRS) in respect of the MA;
- Department of Planning, Lands and Heritage (DPLH) in respect of the LAA; and
- Department of Jobs, Tourism, Science and Innovation (DJTSI) in respect of our Alumina Refinery (Worsley) Agreement Act 1973 (State Agreement).

All three agencies have confirmed that South32 Worsley Alumina can only act on Council’s permission to excavate the closed roads and extract bauxite ore if the roads are “permanently” closed under s. 58 of the LAA.

Details

For the reasons outlined earlier, South32 Worsley Alumina is seeking the closure of Ashcroft Road, Morts Road, and Rogers Bend under Section 58 of the Land Administration Act 1997 rather than under Section 3.50(1a) of the Local Government Act 1995, with the closures applying for the same duration and on the same terms already approved by Council. This will allow South32 Worsley Alumina to conduct its mining operations through those road reserves, as was originally intended and agreed with the Shire.

Critically, the roads we are requesting “permanent” closure of will survive (in terms of their dimensions and alignment) as unallocated Crown land, pursuant to s. 58(6)(a) of the LAA. This will allow those roads to then be re-dedicated as public roads in the Shire’s care, control, and management under s. 27(3)(b) or s. 56 of the LAA, once the approved duration of closure has ended and the roads have been reconstructed and reinstated in accordance with the permit granted by Council.

In recognition of these circumstances, we respectfully request the Shire’s support and Council’s earliest adoption of the following suggested recommendation:

- i. Subject to ii. and iv. below, pursuant to s. 58(1) and (2) of the LAA, Council requests that the Minister for Lands permanently closes Ashcroft Road, Morts Road, and Rogers Bend, or portions thereof as depicted in Attachment 9.2.1C from the Ordinary Council Meeting of 25 May 2023;
- ii. Pursuant to s. 58(3) of the LAA, Council gives 35 days public notice of its request to the Minister for Lands described in i. above;
- iii. That Council requires a further report to be presented to Council for consideration of any submissions received during the public advertising period referred to in ii. above.

- iv. That Council advises the Minister for Lands and South32 Worsley Alumina that, subject to vi. below, Council will in future request the unallocated Crown land comprising the former roads described in i. above to again be dedicated as public roads in the Shire of Boddington's care, control, and management after the following dates:
- Ashcroft Road, to be dedicated as a public road after 30 April 2038
 - Morts Road, to be dedicated as a public road after 31 December 2025
 - Rogers Bend, to be dedicated as a public road after 31 December 2028
- v. That Council advises South32 Worsley Alumina that:
- The Community Investment Agreement entered into with the Shire of Boddington pursuant to item 1 of Council's Resolution 50/23 from its meeting of 25 May 2023; and
- vi. The permit granted pursuant to item 3 of Council's Resolution 50/23 from its meeting of 25 May 2023 to conduct private works within the closed roads will continue to apply and must be complied with by South32 Worsley for all roads described in that resolution regardless of the nature and type of road closures in effect.
- vii. Unless otherwise determined by Council, South32 Worsley Alumina's failure to comply with the requirements described in v. above will be regarded as a breach and/or offence against which further action may be taken by the Shire, including Council making a request to the Minister for Lands to dedicate any permanently closed roads sooner than stated in iv. above.

I confirm that South32 Worsley Alumina supports this suggested recommendation and remains committed to satisfying Council's earlier resolution and partnering with the Shire for the benefit of the community.

We look forward to your favourable consideration of this proposal and would welcome the opportunity to discuss this matter with you and present the same to Council.

If you have any queries in the meantime, please do not hesitate to contact Liam Stower, Manager External Affairs on 0402 939 488 or via email at Liam.Stower@south32.net.

Regards,

Trever Stockil

General Manager Mine & Materials
South32 Worsley Alumina

Department of Planning, Lands and Heritage

23 January 2024

The Department of Planning, Lands and Heritage (Department) provides its in principle support to the re-dedication of the below-mentioned roads that are proposed to be closed. This is on the proviso that DEMIRS, the Mining Operator and potentially JTSI support the reopening of the roads. The Shire will also need to fulfil its requirements under section 56 of the LAA.

As suggested by Jaimie, the Shire should ensure that DEMIRS, JTSI and the Mining Operator are in agreement to the future dedications of the subject roads prior to formally closing them. This is important as their future referral responses could determine if a road dedication process is successful.

Department of Jobs, Tourism, Science and Innovation

31 January 2024

Clause 16(10) of the Alumina Refinery (Worsley) Agreement Act 1973 (State Agreement) requires South32 Worsley Alumina (Worsley) to submit an annual 10-year mine plan to the Minister for State and Industry Development (Minister). On 31 October 2023, Worsley submitted its Plan of Bauxite Mining Operations 2024-2033 (mine plan) to the Minister.

In accordance with Ministerial Statement 719 (MS719) the Environmental Management Liaison Group (EMLG) reviewed and reported its findings on Worsley's mine plan to the Minister. The EMLG comprises representatives of State government agencies, which includes the Department of Planning, Lands and Heritage (DPLH) and the Department of Energy, Mines, Industry Regulation and Safety (DEMIRS).

Worsley's mine plan included information relating to the temporary closure of several public roads for which the Shire of Boddington issued a permit in June 2023. It was further stated that two roads had been closed in 2023, with remaining roads to be closed during 2024. Worsley also advised that options to extract bauxite from within the closed road reserves was being discussed with relevant EMLG member agencies. Neither DPLH or DEMIRS raised any concern with the information Worsley provided in its mine plan in respect to road closures.

The State Agreement does not provide any authority for JTSI and/or the Minister in relation to road closures, which JTSI understands is provided for under the Land Administration Act 1997. However, JTSI can confirm that in submitting its annual mine plan, Worsley is meeting its State Agreement obligations.

01 February 2024

I can confirm that JTSI is supportive of the below plans for re-dedication and re-opening of the roads, noting that we do not have a formal decision making function in relation to those processes under the State Agreement. We will, however, assist DPLH in any way we can to ensure that those timeframes are supported across Government.

Department of Energy, Mines, Industry Regulation and Safety

12 March 2024

Thank you for your email dated 23 January 2024 and subsequent correspondence seeking in principle support for the future re-dedication Morts Road, Rogers Bend and Ashcroft Road within the South32 Worsley Alumina tenements.

It is noted once these roads are closed they will become unallocated Crown land and the re-dedication process involves an application to the Department of Planning, Lands and Heritage for approval.

After a preliminary review, there is no concern with the proposed road closure in order to mine bauxite resources, as there are alternate access routes to the area. The area is however under explored for commodities other than bauxite and is considered highly prospective for gold and copper. With the data available at present, DEMIRS would not oppose the road re-opening in the future.

As with any proposal, assessments are undertaken with the information available at the time of the assessment, and any future referral/assessment of the road creation would take into account information available at that time.

7 May 2024

Ms Julie Burton
Chief Executive Officer
Shire of Boddington
PO Box 4
Boddington, Western Australia, 6390

Dear Ms Burton

RE: South32 Request for Permanent Road Closures

I am writing regarding our recent 'permanent' closure request for Ashcroft Road, Morts Road, and Rogers Bend. These permanent closures were considered by the Council during its meeting on 18 January 2024 and as requested by the Council, have been advertised for public comment which concludes today.

I wish to confirm that if the Council agrees to these permanent closures at its upcoming meeting on 23 May 2024, and if they are subsequently approved by the Minister for Lands, South32 will not object to the re-dedication and reopening of these roads. Our intent remains to reopen the roads once mining operations have concluded at the end of the previously agreed closure periods.

While the closures are classified as 'permanent,' South32 remains committed to rebuilding the closed roads and making them available to the public again in the future. We hope this provides confidence and peace of mind for both the Council and the community.

If you have any queries in the meantime, please do not hesitate to contact Greer Johnson, Principal External Affairs on 0424 295 596 or via email at greer.johnson@south32.net.

Regards,



Trevor Stockil
General Manager Mine & Materials
South32 Worsley Alumina

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
1	(Repeated submission x 18) Objection to the permanent road closure on the following grounds: a) The roads may never be returned to the community, as any possible re-opening of roads will need to be approved by the Minister for Lands, which completely removes the decision from the Shire and negates any “commitments” made by South32 to return these roads. b) Concerned that the roads will remain closed for longer than stated if further mining activities or expansions are approved. c) Rogers Bend is not within the existing approval area for mining by South32 (see map below). Therefore, the reason given by South32 to access the ore under these roads is misleading, as this road is outside of their approved mining area and cannot be mined at present. d) I am opposed to any further expansions by South32 Worsley Alumina and it is clear that this is a step towards their proposed Nullaga mine expansion. In this expansion, they propose to put a crusher just north of the intersection of Stagbouer Trail and Morts road to build a dual-carriage haul bridge across the Indigenous Heritage listed Hotham River. Clearly, if there is a crusher anywhere in this vicinity, there will be no access to these roads permanently. This mobile crusher is not a small crusher, measuring 50 metres in length and 24 metres at its widest and is planned to be on a base of 3 hectares (150m x 200m).	Noted. The following comments are provided in response to the concerns raised in this submission: i. It is correct that the Minister for Lands is the ultimate decision-maker for both the permanent closure and the future dedication of public roads under the <i>Land Administration Act</i>. ii. South32 is only seeking the subject roads to be closed for the durations already approved by Council. This was acknowledged in resolution 4 of Council’s decision from 18 January 2024. If Council agrees to recommend the ‘permanent’ closure of the subject roads to the Minister for Lands, then Administration will recommend the Minister is also advised that Council will in future seek re-dedication and reopening of those roads, by the dates agreed by South32, as was advertised for public comment. iii. Rogers Bend is a cul-de-sac and only provides access to properties owned by South32, therefore its closure will not affect access to other private or public land. Despite this, South32 has agreed to reconstruct this road so that it can be reopened to the public in future. iv. South32 is awaiting environmental approval for its mining operations surrounding Rogers Bend. If this road is ‘permanently’ closed and if South32 does not receive approval for its mining operations in that area, then it will be prohibited from carrying out any work that constitutes “mining operations” under the <i>Mining Act</i>. Furthermore, as with Ashcroft Road and Morts Road, Rogers Bend has already been closed in accordance with Council’s decision from 25 May 2023. v. The <i>Land and Public Works Legislation Amendment Act 2023</i> will introduce a new s.58A into the <i>Land</i>

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	Rogers Bend is below the red mark, outside of the Pre-existing approval area (purple line). All roads proposed to be permanently closed are within the Proposed bauxite transport corridor (green line). The following points are also raised in this submission: • The submitters allege a “complete lack of transparency and misleading statements made by South32 Worsley Alumina to the community and council members”. • South32 has committed to begin returning these roads in 2026 and needs to be held to this commitment. • South32’s mining activity is destroying the community and preventing the development of any other sustainable industries or activities within this region. • Boddington has huge potential for ecotourism, tourism, bee keeping, bike riding, hiking, kayaking, water activities, indigenous lead bush tucker and so much more. Development of a long-term future should be a priority, but this cannot be achieved until the natural values of the region are secured and not utterly destroyed by South32 Worsley Alumina’s mining activities. The environment can never be repaired, and the water cannot be replaced.	<i>Administration Act</i> enabling the Minister for Lands (rather than a local government) to initiate a road closure where the Minister considers that a road should be permanently closed. While the Minister may consult with the affected local government when making such a decision, the Minister will not be bound by the feedback received. It is anticipated this new section of the Act will be proclaimed in the next 6 months or so and come into effect thereafter. If that occurs, the Minister could decide to permanently close the subject roads without the conditions and controls already imposed by Council and agreed by South32. vi. While the submitter’s general opposition to mining activities is noted, this is beyond the Shire’s control, with large-scale bauxite and gold mining operations occurring in the Shire for the past four decades under the <i>Mining Act</i> and long-established <i>State Agreements</i>. Against this background, the Shire strives to achieve the best possible social, economic, and environmental outcomes for its community, recognising the limitations of the Shire’s influence. vii. It is acknowledged and agreed that if the roads are ‘permanently’ closed, South32 should and must be held to account to reinstate and reopen the subject roads by the dates already set by Council, as recently advertised. South32 has confirmed its agreement to do so, publicly and in writing. This was acknowledged in Council’s resolution 4 of its decision from 18 January 2024. It should also be noted that the Shire does not require South32’s consultation or consent to adopt a resolution in future to request that the Minister for Lands re-dedicate the subject roads so they can be reopened by the dates agreed by Council, regardless of the status of South32’s mining operations at the time. It is expected this will further incentivise South32 to achieve those

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	- Boddington has traditionally been a farming district, now much of the prime farmland has been bought up by South32 with the intention of mining it, resulting in farmland that can never be cropped again. - The excessive water use by South32 is also damaging the farming industry. The local council needs to support our local farmers and deny further expansions, beginning with stopping the permanent closure of these roads. - These are public roads and they need to remain public, closure of them in the first place and the lack of access to Tullis crossing is insulting and should not have occurred. - We are asking that the Boddington councillors stand strongly against this mining company and do not allow South32 to permanently close these roads. - The community is opposed to these permanent closures and stand strongly in support of our council members in voting no to the proposed permanent closures of Ashcroft Road, Morts Road and Rogers Bend.	timeframes, over and above its stated commitment to do so. viii. South32 has provided the following information regarding its environmental conduct in the Shire: - As at June 2023, South32 has rehabilitated more than 4,000ha of land in the Shire of Boddington (equating to more than 40km² or almost 10,000 Acres). This includes 3,078.3ha of State Forrest, 703.7ha of private land, 297.1ha of private pasture. - In FY23 alone South32 exceeded 300 ha in rehabilitation, a record result. For FY24 we are on track to again exceed 300ha in rehabilitation in the Shire. - South32 will continually and concurrently rehabilitate land that is cleared as a result of the Worsley Alumina Mine Development, to minimise open areas and help to re-establish flora and fauna habitat. - South32 continues to comply with all its environmental reporting and performance obligations.
2	I object to the road closures that are currently being discussed.	Noted.
3	Objection. I attended a meeting with South 32 on 11 April 2024 at the BCRC where it was explained that ‘temporary’ road closures do not give the mine permission to mine. The word therefore has to be changed to ‘permanent’ but it still means exactly the same. Once the roads have been mined, they will be handed over to the Shire. The Shire then needs to apply to the Government to have the roads reopened to the public.	Noted. If the subject roads are ‘permanently’ closed, they will <i>not</i> form part of the mine. Rather, the roads will remain as Crown Land as per s. 58(6) of the <i>Land Administration Act</i>. The cadastral (lot) boundaries that define the road reserve will remain in place and this will – firstly, determine the horizontal alignment of the roads to be rebuilt by South32;

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	These roads will then be part of the mine and can therefore not be reopened to the public. According to the map, Rogers Bend is not within the existing approved mining area, and certainly cannot be included in this proposal to be permanently shut, and South 32 certainly cannot mine under it.	and secondly, make it easier to re-dedicate those roads in future because the reserve alignment will already exist. The status of Rogers Bend and South32’s mining approval in that vicinity is discussed in item iv. of Administration’s response to submission 1 earlier.
4	Objection. In April 2023, I provided the following comments on the proposed ‘temporary’ road closures and some of these concerns still remain: • Boddington is in a high-risk fire zone that requires emergency vehicles and responding volunteer units to access areas around the shire quickly. Most of the proposed road closures will prevent access when required for emergency vehicles. Mining of the access roads will prevent access in the case of an emergency. • Roads should still have boom gates to allow public access wherever possible. • According to the map, Ashcroft Road still has private residences and the owners should always have access via Morts and/or Ashcroft road to their properties, unconstrained and uninterrupted. • Roads when closed do not reopen in the stated time frames. An example of the road being closed longer than proposed is Robins Road, which prevented access to the local refuse site from the south and Fletchers Lane halfway to Quindanning. Other concerns include: - The Shire’s tourism potential is being impacted by tourists currently not being able to reach key destinations, such as Tullis Bridge. - The loss of vegetation/diversity along the road reserves needs to be considered when the areas are handed back to the Shire. - The same concerns as summarised in submission 1 earlier.	Noted. The following comments are provided in response to the concerns raised in this submission: i. Council considered all previous submissions received on the ‘temporary’ road closures and agreed to close the roads for certain durations, under the <i>Local Government Act</i>. ii. The proposed ‘permanent’ closure of Ashcroft Road, Morts Road, and Rogers Bend under the <i>Land Administration Act</i> is not expected to impede access for emergency vehicles to properties outside of South32’s ownership and mining operations. iii. The subject roads are already closed under the <i>Local Government Act</i>. Any private properties previously accessed by those roads have been provided with alternate continuous vehicular access by South32. iv. South32 is aware of the Shire and community’s sentiments regarding its past delay in reopening Robins Road. It is for this reason that stricter controls have now been imposed by Council and agreed by South32 for the reconstruction and reopening of the subject roads in a timelier fashion, by the dates already set by Council. v. Council’s previous approval of South32’s separate \$2 million community investment agreement, coupled with South32’s renewal of the Shire’s road assets subject of this proposal, will allow the Shire to invest in strategic projects and ensure that key tourism assets, such as

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
		Tullis Bridge can be preserved and enhanced, and made more easily accessible to tourists and the broader community in future. vi. South32 has unreservedly agreed to comply with the permit granted by Council in May 2023 to excavate, reconstruct and reinstate the subject roads (see copy attached to this report). This permit includes detailed standards, specifications, and penalties for non-compliance, and includes requirements for revegetating reconstructed road reserves.
5	Objection.	Noted.
6	Objection.	Noted.
7	Objection on the following grounds: • I attended the April 2023 Council meeting and I do not believe South32. • I also attended South32’s recent community information sessions where the following concerns were raised, but I found South32’s responses completely unacceptable: - South32 previously failed to reopen Robins Road when it had committed to, by July 2020. - South32’s future mining plans to the north and likely transport options; - How can South32 offset the impacts on the local Boddington community of dust, land-clearing, road closures, through delivering financial benefits to other communities in the southwest? - Why did South32 staff state all road closures were in areas they had approval to mine when Rogers Bend is not yet covered by an approved mine plan.	Noted. The submitter’s concerns are acknowledged regarding South32’s willingness and capacity to carry out its mining operations efficiently and effectively so that the subject roads can be rebuilt and reopened by the dates already agreed by Council. These concerns, like those expressed in other submissions, stem from the community’s observations and experiences with South32’s previous commitments to rebuild and reopen roads. It is precisely for this reason that in the present case, the Shire liaised extensively with its solicitors (at South32’s expense) to avoid repeating past circumstances by comprehensively prescribing the Shire’s requirements, expectations, and penalties for non-compliance. This did not occur previously, with the key difference now being these

Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	- Promises from previous South32/Worsley staff regarding where mining would and wouldn't occur. - Ongoing offsite impacts on the community and the environment. • I do not believe South32 will honour its commitment to reopen the roads in the allotted timeframes. Instead, I believe that once South32 has transport corridors in place, that will almost certainly cross at least some of the “permanently/temporarily” closed roads, it will not willingly hand back those roads until they have finished mining their northern bauxite deposits (north of Brookton Hwy). • The South32 staff we are currently hearing from will eventually leave and when the next issue arises we will likely be told that those promises were made by someone else “before their time” and the cycle of obfuscation will continue.	stipulations have been formally documented and agreed to by South32. In Administration's opinion, South32 now has a stronger focus on the importance of adhering to its public commitments to rebuild the community's faith in its corporate image and the contribution it makes to the Shire.
8	Objection on the following grounds: • South32/Worsley have been operating in the Boddington Shire for a long time and we have never seen any land rehabilitated and returned to the public, and despite raising this directly with South32 I have never received a reply. • I do not believe South32 when they say they'll return the roads in the timeframes they've said.	Noted. Environmental information provided by South32 is included in item viii. of Administration's response to submission 1 earlier. The submitter's doubt that the roads will be reopened in the timeframes proposed is noted and this has been discussed in Administration's response to several of the preceding submissions.
9	Objection.	Noted.
10	Objection.	Noted.

SOCIAL INVESTMENT AGREEMENT



June 2024

Julie Burton
Chief Executive Officer
Shire of Boddington
39 Bannister Road
BODDINGTON WA 6390

Dear Julie

Acknowledgement and acceptance of our Social Investment Shire of Boddington Partnership Agreement

I am pleased to confirm that the South32 entity named below (“**South32**”) will provide a social investment (i.e. donation, in-kind (non-monetary) contribution and/or other social investment project support) (“**Social Investment**”) to your organisation as named below (“**Recipient**”) subject to agreement to the Social Investment Specifics set out below and the Terms set out in **Appendix 1** of this Social Investment Agreement (“**Agreement**”).

Kindly return this completed Agreement duly signed (as evidence of acceptance of it) at the earliest opportunity to our South32 Representative, as we cannot provide our Social Investment until this is done.

South32 entity details:	South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) as agent for the Worsley Joint Venture PO Box 50, BODDINGTON WA 6390
South32 Representative details: (your direct South32 contact)	Name: Greer Johnson Role: Lead External Affairs Telephone: 0424295596 Email: greer.johnson@south32.net
Recipient details:	
Full legal name:	Shire of Boddington
Registration number (e.g. ABN):	22 502 664 685
Address:	39 Bannister Road BODDINGTON WA 6390
Recipient Representative Details:	Name: Julie Burton Role: Chief Executive Officer Telephone: 9883 4999 Email: ceo@boddington.wa.gov.au

SOCIAL INVESTMENT SPECIFICS

Social Investment type:	Monetary
Social Investment amount / value:	\$2,500,000.00 plus GST
Social Investment payment schedule / basis (if applicable):	A total payment of \$2,500,000 (plus GST) for the term to be paid in accordance with the following schedule, with the submission of a valid invoice and completion of reporting requirements: a) \$100,000 paid to support the Shire the Boddington administration and related cost to affect the permanent road closures. b) \$900,000 1 July 2025 c) \$500,000 1 July 2026 d) \$500,000 1 July 2027 e) \$500,000 1 July 2028

Social Investment purpose (“Purpose”):

The social investment funding will enable the vision of the Shire of Boddington, community and in partnership with South32 deliver on one or more identified community benefit initiatives outlined in the Shire of Boddington Council Plan. The strategic plan is updated biannually and is informed by broad community consultation to identify the priority community initiatives residents in the Shire would like to see delivered.

As a long-term partner of the Shire of Boddington and Boddington community, South32 is seeking to partner with the Shire on the activation and delivery of the initiatives outlined in the plan. It is acknowledged that the execution of the project may extend beyond the conclusion of the partnership term.

Background

To understand the needs and priorities of the Boddington and surrounding communities, in 2022 the Shire of Boddington commissioned independent market research to identify the priority services and facilities required by the community. The outcome was the Shire of Boddington Strategic Council Plan (2022-2032) which identified 40 initiatives or projects of high value to the community.

These priorities were further refined into five core performance areas – people, planet, place, prosperity, and performance.

In partnering with the Shire of Boddington on the delivery of the strategic plan, South32 has an opportunity to actively contribute to one or more legacy projects as defined by the Boddington community.

Funding deliverables

Funding deliverables over the four years will focus on the below streams:

- In collaboration with South32 identifying one or more projects contained within the Strategic Plan to be supported through this partnership
- Document and record baseline and annual data for community satisfaction of delivery of the plan
- The development of a project delivery plan to execute the funding in-line with the intent of this agreement.

South32’s social investment purpose is to confirm our commitment to the community of Boddington, promote awareness of the longevity of our operation in the region and provide flagship funding to support Boddington as a vibrant and connected community.

South32 recognises that community priorities are dynamic and may change in future iterations of the Shire of Boddington Strategic Plan – the intent of this investment is to support the Shire of Boddington to deliver one or more projects identified by community in the current or future plans.

Refer to the submitted Application form in SmartyGrants, South32’s social investment tool, for more information about the social investment.

Recipient Reporting Obligations to South32 (“Reporting Obligations”):

The Recipient is required to prepare and submit the following report/s relevant to this Social Investment to the South32 Representative via SmartyGrants:

- South32 Social Impact Report (annual acquittal)
 - 31 July 2026
 - 31 July 2027
 - 31 July 2028
 - 31 July 2029 (Final acquittal)

- Social Impact Progress Report
 - 31 January 2026
 - 31 January 2027
 - 31 January 2028
 - 31 January 2029 (Final report)

The Recipient is required to report on the impact of the social investment following the **Impact Measurement Framework at Appendix 2**.

Refer to the submitted Impact Measurement Form in SmartyGrants for baseline and target impact metrics.

South32 Recognition Rights:

The Recipient will provide the following non-exclusive rights in recognition of South32's Social Investment:

- Upon signing of this agreement South32 and the Shire of Boddington will jointly prepare and issue a statement in support of this partnership arrangement, demonstrating our long-term commitment to benefiting the community, showing how mining can coexist with local communities and improve lives now and for generations to come, while also helping to maintain South32's social licence to operate.
- In collaboration with South32, the Shire of Boddington will identify the priority project/s and will agree appropriate acknowledgement of South32's support and involvement in the social investment, including co-branding opportunities, logo on web page and all marketing material for the project/s.
- South32's social investment will be recognised as a Community partner of the Shire of Boddington.
- Placement of the South32 brand on all promotional items developed for the Social Investment Purpose.
- Placement of the South32 brand in on-line communications, including placement of the brand on the Recipient's website.
- Acknowledgement of South32's support in newsletters, publications and other communication materials relating to the Social Investment Purpose.
- South32 naming rights for the social investment purpose.
- Others as mutually agreed.

Governing law:

This Agreement and any disputes arising out of or in connection with it is governed by the law of the jurisdiction in the Australian State or Territory with closest connection to the location of the parties.

The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.

Yours sincerely

Signature of South32 authorised representative

Name:

Title / role:

By signing this Social Investment Agreement, I confirm that I am a duly authorised representative of the Recipient, and hereby acknowledge and accept the Social Investment Specifics above, the Social Investment Terms set out in Appendix 1 of this Agreement (including all accompanying appendices), for and on behalf of the Recipient:

**Signature of Recipient
authorised representative:**

**Name of Recipient
authorised representative:**

**Title/role of Recipient
authorised representative:**

Date:

Witness signature:

Witness name:

Date:

Please sign and return a completed copy of this Agreement to the South32 Community Representative named above on page 1.

APPENDIX 1 – SOCIAL INVESTMENT TERMS

Capitalised terms set out in these Social Investment Terms have the meaning in the Social Investment Specifics above unless specified otherwise.

1. The Recipient represents, warrants and agrees, in connection with the Social Investment, use of the Social Investment and this Social Investment Agreement (“**Agreement**”):

- (a) to only use the Social Investment for and to deliver on the Purpose;
- (b) to meet the Recipient’s Reporting Obligations (including reporting at such times as South32 may from time to time require), and to provide the South32 Recognition Rights, as outlined in the Social Investment Specifics above;
- (c) to comply with all applicable laws;
- (d) to otherwise meet all relevant reporting obligations, including those of regulatory agencies and tax authorities;
- (e) to meet all reasonable requests of South32 in relation to the performance of its obligations under this Agreement and that it has the capacity to perform its obligations under this Agreement;
- (f) that it is responsible for all taxes imposed on it in connection with the receipt and use of the Social Investment, with South32 having no liability with respect to any such taxes;
- (g) to indemnify South32 and South32 related entities and their respective directors, officers, employees and agents against all claims, losses, costs, fines, damages or liabilities of any kind that arise in connection with the Social Investment and/or any breach of the Social Investment Specifics or Terms of this Agreement, except to the extent of a liability caused by a wilful or grossly negligent act or omission of South32;
- (h) to effect and maintain its own necessary insurances (as applicable) for the duration of the Purpose (for example, workers compensation insurance, motor vehicle insurance, public liability insurance);
- (i) to provide South32 with a valid invoice which includes the following details: (i) a reference to this Agreement; (ii) the South32 Representative; (iii) a description of the Social Investment Purpose; (iv) an individual reference number for South32 to quote with remittance of payment; and (v) if applicable, the Social Investment broken down to reflect any components in this Agreement, including the amount of any applicable taxes as required under law. The Recipient will provide a receipt to South32 on receiving any monetary funding support;
- (j) that it will be fully responsible for any sub-contractors it engages to assist it to deliver on the Purpose, including but not limited to the appointment of and payment of such sub-contractors, ensuring their capability to perform needed services and to ensure they comply with the terms of this Agreement, in particular clauses 1(k), 1(l) and 1(m);
- (k) that it (including its employees, officers and directors) will comply with any anti-corruption law that applies to either

South32, the Recipient, or to this Agreement;

- (l) that it (including its employees, officers and directors) will not offer, promise or give any portion of the Social Investment to any person with the intention to influence that person to act improperly. A “**person**” in the foregoing includes a government official, which is defined as:
 - (i) any officer, employee or agent of a government or public international organisation or any agency or department thereof or any government-owned or controlled entity (including state owned enterprises);
 - (ii) any political party or party official, or political office candidate;
 - (iii) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and senior members of royal families;
 - (iv) any person who holds themselves out to be the authorised intermediary of any person specified in 1(l)(i), (ii) or (iii) above;
 - (v) any close relative of the above.
- (m) that no director, officer, trustee or ultimate individual owner of the Recipient (as applicable) is a government official (as defined above) unless disclosed in writing to South32 as part of South32’s Social Investment application process;
- (n) to keep and maintain accurate and reasonably detailed books and financial records of expenses and official receipts (for not less than 5 years from the date of receipt of the Social Investment) in relation to its receipt and use of the Social Investment;
- (o) that upon request, as soon as reasonably practicable but no later than 7 business days, provide any information and reasonable assistance to South32 to audit any books and financial records/statements to verify compliance with the Recipient’s representations, warranties and undertakings pursuant to this Agreement, and otherwise to reasonably cooperate with South32 in the investigation of any related matters. This reasonable assistance includes providing South32 with documents requested in original form as well as English translations (if applicable) and access to relevant Recipient personnel;
- (p) to notify South32 as soon as reasonably practicable:
 - (i) if the Purpose is completed and the Social Investment (i.e. monetary funding) has not been fully used;
 - (ii) if the Recipient is unable to use the Social Investment for the Purpose or of any need to deviate from the Purpose; or
 - (iii) if this Agreement is terminated in accordance with clause 4 below,
 and any surplus or donated item(s), as the case may be, will, at the discretion of South32, be returned to South32 at the risk and cost of the Recipient or applied to such other purpose as South32 may in its absolute discretion approve in writing.

2. In the event South32 reasonably suspects that the Recipient is in breach of clause 1(k), 1(l), 1(m) or 1(n) referred to above, or South32 knows or reasonably suspects that such a breach is imminent, then South32 may withhold any payments associated with the Social Investment not yet made until such time as South32 is satisfied that no breach has occurred or is likely to occur.

3. South32 and the Recipient agree to seek:

(a) each other's prior written approval of any reference (written or otherwise) to the Social Investment (including in media releases, publications or other announcements) or any matter relating to this Agreement including the Social Investment Specifics and the Terms (such approval not to be unreasonably withheld, and provided promptly and in any event within 3 business days); and

(b) approval before reproducing the other party's logo/brand in connection with the Social Investment. Any use of the other party's logo/brand must satisfy any reasonable guidelines for logo/brand use notified by the approving party to the other party who is to use the logo from time to time.

4. South32 may, in its absolute discretion, and without being obliged to give any reasons, terminate this Agreement at any time by giving not less than 7 business days written notice to the Recipient. On termination:

- (a) South32 will have no further liability for any funding or other form of contribution under this Agreement; and
- (b) the Recipient must not (without South32's written consent) publish any material which makes reference to the Social Investment or South32's involvement in the Social Investment or the termination of this Agreement.

5. The parties agree that, to the extent applicable, the Recipient:

- (a) will own all intellectual property rights developed in the course of the Social Investment Purpose (including, for clarity, materials developed by the Recipient); and
- (b) grants South32 a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license) to use the Recipient's intellectual property rights in the Purpose.

IN-KIND SOCIAL INVESTMENT

6. If any in-kind Social Investment (defined as any non-monetary contribution of tangible property) is provided by South32 in the form of (as applicable) new and/or used / obsolete / not required goods or equipment ("**In-Kind Goods**"), the Recipient confirms that:

- (a) title and risk in the In-Kind Goods will pass to the Recipient at the time and at the location the In-Kind Goods are physically handed over by South32 to the Recipient;
- (b) it has inspected the In-Kind Goods (in particular if they are not new) and made its own enquiries as to the condition, state of repair, suitability for use, fitness for purpose, operability and/or safety of the In-Kind Goods for any given use;
- (c) the In-Kind Goods are accepted by the Recipient at its own risk, in an "as is, where is" condition, and on the basis of South32 giving no representation or warranty as to its

condition, suitability for use, fitness for use, operability and/or safety of the In-Kind Goods for any given use; and

(d) in addition to the Recipient's obligations set out in clause 1(h), the Recipient agrees that on receipt of the In-Kind Goods, it will:

- (i) indemnify South32 and South32's related entities and their respective directors, officers, employees and agents in respect of all claims and liability arising directly or indirectly in connection with the In-Kind Goods; and
- (ii) release and discharge South32 and South32's related entities and their respective directors, officers, employees and agents from all claims and liabilities arising directly or indirectly from the Recipient's use of the In-Kind Goods or the use of the In-Kind Goods by any other party who may have received the goods from or through the Recipient.

ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

7. This Agreement:

- (a) constitutes the whole agreement between the Recipient and South32; and
- (b) supersedes all prior verbal or written agreements or undertakings or representations by or between the Recipient and South32 regarding the subject matter of this Agreement.

8. This Agreement may only be amended, or its provisions waived, in writing by the parties.

AUTHORITY

9. Each person signing this Agreement for and on behalf of a party warrants in their personal capacity that they are duly authorised by such party to do so.

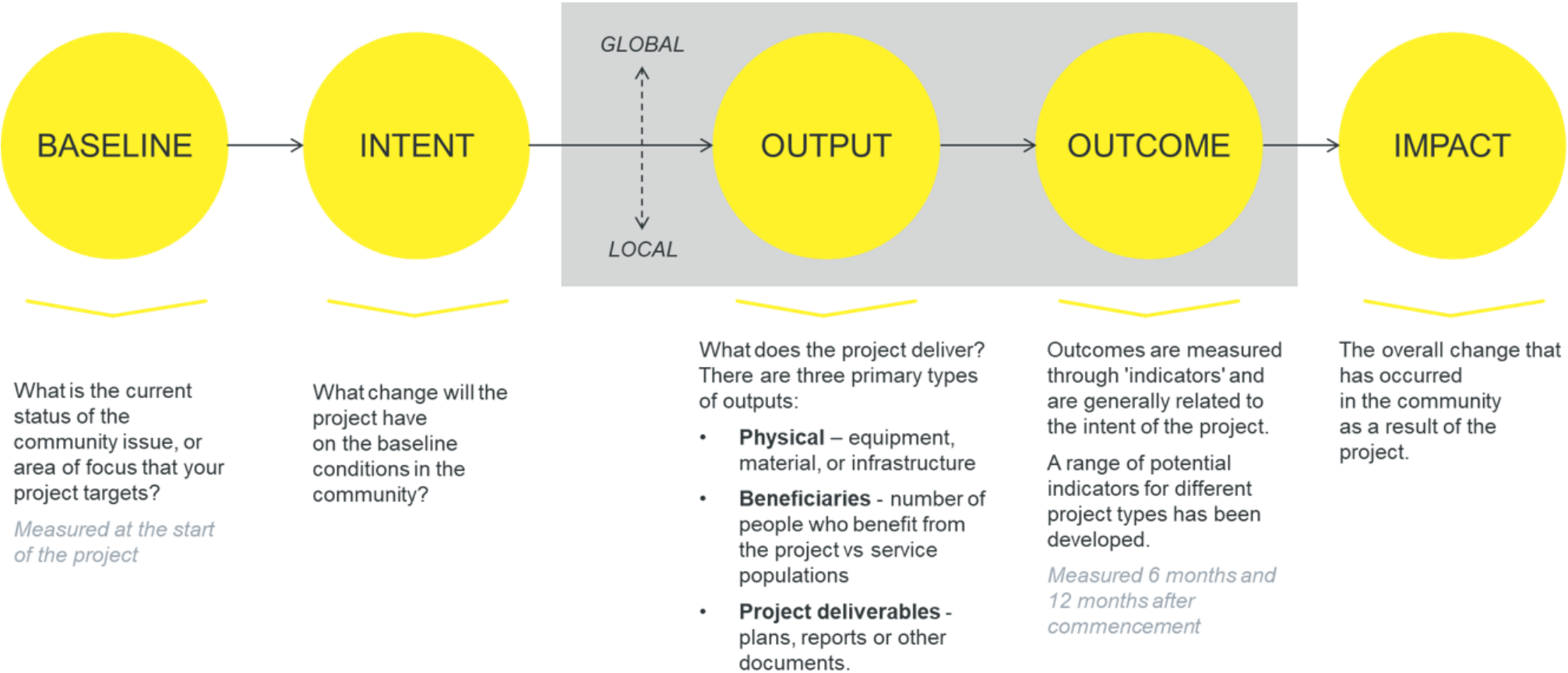
GOVERNING LAW AND COUNTERPARTS

10. This Agreement is legally binding. Any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the Governing Law. The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.

For the purposes of this Agreement, a reference to South32's "related entities" means South32 Limited and any body corporate controlled by South32 Limited. 'Control' here has the meaning given to it in the Australian Corporations Act 2001 (Cth).

APPENDIX 2
SOCIAL INVESTMENT IMPACT MEASUREMENT FRAMEWORK

[Note to South32 Contract Owner – You can attach a PDF of the completed Impact Measurement Form downloaded from SmartyGrants behind this Appendix cover page (as referred to in the “Recipient Reporting Obligations to South32” section of the Social Investment Specifics).



SOCIAL INVESTMENT AGREEMENT



August 2024

Julie Burton
Chief Executive Officer
Shire of Boddington
39 Bannister Road
BODDINGTON WA 6390

Dear Julie

Acknowledgement and acceptance of the Shire of Boddington & South32 Social Investment Agreement

I am pleased to confirm that the South32 entity named below ("**South32**") will provide a social investment (i.e. donation, in-kind (non-monetary) contribution and/or other social investment project support) ("**Social Investment**") to your organisation as named below ("**Recipient**") subject to agreement to the Social Investment Specifics set out below and the Terms set out in **Appendix 1** of this Social Investment Agreement ("**Agreement**").

Kindly return this completed Agreement duly signed (as evidence of acceptance of it) at the earliest opportunity to our South32 Representative, as we cannot provide our Social Investment until this is done.

South32 entity details:	South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) as agent for the Worsley Joint Venture PO Box 50, BODDINGTON WA 6390
South32 Representative details: (your direct South32 contact)	Name: Greer Johnson Role: Lead External Affairs Telephone: 0424295596 Email: greer.johnson@south32.net
Recipient details:	
Full legal name:	Shire of Boddington
Registration number (e.g. ABN):	22 502 664 685
Address:	39 Bannister Road BODDINGTON WA 6390
Recipient Representative Details:	Name: Julie Burton Role: Chief Executive Officer Telephone: 9883 4999 Email: ceo@boddington.wa.gov.au

SOCIAL INVESTMENT SPECIFICS

Social Investment type:	Monetary
Social Investment amount / value:	\$2,500,000.00 plus GST – with an option of extension to be reviewed yearly.
Social Investment payment schedule / basis (if applicable):	A total payment of \$2,500,000 (plus GST) for the term to be paid in accordance with the following schedule, with the submission of a valid invoice and completion of reporting requirements: a) \$100,000 to be paid before June 2025. b) \$900,000 1 July 2025 c) \$500,000 1 July 2026 d) \$500,000 1 July 2027 e) \$500,000 1 July 2028

Social Investment purpose (“Purpose”):

The social investment funding will enable the Shire of Boddington (Shire), in consultation with South32, to deliver on one or more identified community benefit initiatives outlined in the Shire of Boddington Council Plan (2023-2033) (“Council Plan”), to be selected by the Shire in consultation with South32. The Council Plan is updated yearly and is informed by broad community consultation to identify the priority community initiatives residents in the Shire would like to see delivered.

Additionally, a portion of the Social Investment (\$100,000 payable before June 2025) has been brought forward, to cover the additional administration requirements undertaken by the Shire of Boddington assisting South32 to affect the permanent road closures.

As a long-term partner of the Shire of Boddington and Boddington community, South32 is seeking to support the Shire in achieving the activation and delivery of the initiatives outlined in the Council Plan. It is acknowledged that the execution of identified community benefit initiatives may extend beyond the conclusion of the Agreement term.

Background

To understand the needs and priorities of the Boddington and surrounding communities, in 2022 the Shire of Boddington commissioned independent market research to identify the priority services and facilities required by the community. The outcome was the Council Plan which identified 40 initiatives or projects of high value to the community.

These priorities were further refined into five core performance areas – people, planet, place, prosperity, and performance.

In partnering as sponsor with the Shire of Boddington on the delivery of initiatives outlined in the Council Plan, South32 has an opportunity to actively contribute to one or more legacy projects as defined by the Shire of Boddington and Boddington community in the Council Plan.

Funding deliverables

Funding deliverables over the four years will focus on the below streams:

- The Shire, in consultation with South32, identifying one or more projects contained within the Council Plan to be supported through this Agreement.
- South32 will meet with Council annually to discuss future collaborative opportunities for the benefit of the Boddington community with regards to initiatives identified in the Council Plan.
- Document and record baseline and annual data for community satisfaction of delivery of the identified initiatives in the Council Plan
- The development of a project delivery plan to execute the funding in line with the intent of this agreement.

South32’s intent in undertaking the social investment is to confirm our commitment to the community of Boddington, promote awareness of the longevity of our operation in the region and provide flagship funding to support Boddington as a vibrant and connected community.

South32 recognises that community priorities are dynamic and may change in future iterations of the Council Plan – the intent of this investment is to support the Shire of Boddington to deliver one or more projects identified by the community in the current Council Plan or future plans, as determined by the Shire in consultation with South32.

Recipient Reporting Obligations to South32 (“Reporting Obligations”):

The Recipient is required to prepare and submit the following report/s relevant to this Social Investment to the South32 Representative via SmartyGrants:

- South32 Social Impact Report (annual acquittal)

- 31 July 2026
 - 31 July 2027
 - 31 July 2028
 - 31 July 2029 (Final acquittal)
- Social Impact Progress Report
 - 31 January 2026
 - 31 January 2027
 - 31 January 2028
 - 31 January 2029 (Final report)

The Recipient is required to report on the impact of the social investment following the **Impact Measurement Framework at Appendix 2**.

Refer to the submitted Impact Measurement Form in SmartyGrants for baseline and target impact metrics.

South32 Recognition Rights:

The Recipient will provide the following non-exclusive rights in recognition of South32's Investment:

- Upon signing of this agreement South32 and the Shire of Boddington will jointly prepare and issue a statement in acknowledgement of this Agreement, demonstrating our long-term commitment to benefiting the community, showing how mining can coexist with local communities and improve lives now and for generations to come, while also helping to maintain South32's social licence to operate.
- In consultation with South32, the Shire of Boddington will identify the priority project/s and will agree appropriate acknowledgement of South32's support and involvement in the social investment, including co-branding opportunities, logo on web page and all marketing material for the project/s.
- South32's social investment will be recognised as a Community Sponsor of the Shire of Boddington.
- Placement of the South32 brand on all promotional items developed for the Social Investment Purpose.
- Placement of the South32 brand on the Recipient's website as a Community Sponsor of the Shire of Boddington.
- Acknowledgement of South32's support in newsletters, publications and other communication materials relating to the Social Investment Purpose.
- Option of South32 naming rights for the nominated Council Projects.
- Others as mutually agreed.

Governing law:	This Agreement and any disputes arising out of or in connection with it is governed by the law of Western Australia. The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.
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Yours sincerely

Signature of South32 authorised representative
Name:
Title / role:

By signing this Social Investment Agreement, I confirm that I am a duly authorised representative of the Recipient, and hereby acknowledge and accept the Social Investment Specifics above, the Social Investment Terms set out in Appendix 1 of this Agreement (including all accompanying appendices), for and on behalf of the Recipient:

Signature of Recipient authorised representative:	
Name of Recipient authorised representative:	
Title/role of Recipient authorised representative:	
Date:	
Witness signature:	
Witness name:	
Date:	

Please sign and return a completed copy of this Agreement to the South32 Community Representative named above on page 1.

APPENDIX 1 – SOCIAL INVESTMENT TERMS

Capitalised terms set out in these Social Investment Terms have the meaning in the Social Investment Specifics above unless specified otherwise.

1. The Recipient represents, warrants and agrees, in connection with the Social Investment, use of the Social Investment and this Social Investment Agreement (“**Agreement**”):

- (a) to only use the Social Investment for and to deliver on the Purpose;
- (b) to meet the Recipient’s Reporting Obligations (including reporting at such times as South32 may from time to time reasonably require), and to provide the South32 Recognition Rights, as outlined in the Social Investment Specifics above;
- (c) to comply with all applicable laws;
- (d) to otherwise meet all relevant reporting obligations, including those of regulatory agencies and tax authorities;
- (e) to meet all reasonable requests of South32 in relation to the performance of its obligations under this Agreement and that it has the capacity to perform its obligations under this Agreement;
- (f) that it is responsible for all taxes imposed on it in connection with the receipt and use of the Social Investment, with South32 having no liability with respect to any such taxes;
- (g) to indemnify South32 and South32 related entities and their respective directors, officers, employees and agents against all claims, losses, costs, fines, damages or liabilities of any kind that arise in connection with the Social Investment and/or any breach of the Social Investment Specifics or Terms of this Agreement, except to the extent of a liability caused by a negligent act or omission or breach of this Agreement by South32;
- (h) to effect and maintain its own necessary insurances (as applicable) for the duration of the Purpose (for example, workers compensation insurance, motor vehicle insurance, public liability insurance);
- (i) to provide South32 with a valid invoice which includes the following details: (i) a reference to this Agreement; (ii) the South32 Representative; (iii) a description of the Social Investment Purpose; (iv) an individual reference number for South32 to quote with remittance of payment; and (v) if applicable, the Social Investment broken down to reflect any components in this Agreement, including the amount of any applicable taxes as required under law. The Recipient will provide a receipt to South32 on receiving any monetary funding support;
- (j) that it will be fully responsible for any sub-contractors it engages to assist it to deliver on the Purpose, including but not limited to the appointment of and payment of such sub-contractors, ensuring their capability to perform needed services and to ensure they comply with the terms of this Agreement, in particular clauses 1(k), 1(l) and 1(m);

- (k) that it (including its employees, officers and directors) will comply with any anti-corruption law that applies to either South32, the Recipient, or to this Agreement;
- (l) that it (including its employees, officers and directors) will not offer, promise or give any portion of the Social Investment to any person with the intention to influence that person to act improperly. A “**person**” in the foregoing includes a government official, which is defined as:
 - (i) any officer, employee or agent of a government or public international organisation or any agency or department thereof or any government-owned or controlled entity (including state owned enterprises);
 - (ii) any political party or party official, or political office candidate;
 - (iii) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and senior members of royal families;
 - (iv) any person who holds themselves out to be the authorised intermediary of any person specified in 1(l)(i), (ii) or (iii) above;
 - (v) any close relative of the above.
- (m) that no director, officer, trustee or ultimate individual owner of the Recipient (as applicable) is a government official (as defined above) unless disclosed in writing to South32 as part of South32’s Social Investment application process;
- (n) to keep and maintain accurate and reasonably detailed books and financial records of expenses and official receipts (for not less than 5 years from the date of receipt of the Social Investment) in relation to its receipt and use of the Social Investment;
- (o) that upon request, as soon as reasonably practicable but no later than 7 business days, provide any information and reasonable assistance to South32 to audit any books and financial records/statements to verify compliance with the Recipient’s representations, warranties and undertakings pursuant to this Agreement, and otherwise to reasonably cooperate with South32 in the investigation of any related matters. This reasonable assistance includes providing South32 with documents requested in original form as well as English translations (if applicable) and access to relevant Recipient personnel;
- (p) to notify South32 as soon as reasonably practicable:
 - (i) if the Purpose is completed and the Social Investment (i.e. monetary funding) has not been fully used;
 - (ii) if the Recipient is unable to use the Social Investment for the Purpose or of any need to deviate from the Purpose; or
 - (iii) if this Agreement is terminated in accordance with clause 4 below,
 and any surplus or donated item(s), as the case may be, will, at the discretion of South32, be returned to South32

at the risk and cost of the Recipient or applied to such other purpose as South32 may in its absolute discretion approve in writing.

2. In the event South32 reasonably suspects that the Recipient is in breach of clause 1(k), 1(l), 1(m) or 1(n) referred to above, or South32 knows or reasonably suspects that such a breach is imminent, then South32 may withhold any payments associated with the Social Investment not yet made until such time as South32 is satisfied that no breach has occurred or is likely to occur.
3. South32 and the Recipient agree to seek:
 - (a) each other's prior written approval of any reference (written or otherwise) to the Social Investment (including in media releases, publications or other announcements) or any matter relating to this Agreement including the Social Investment Specifics and the Terms (such approval not to be unreasonably withheld, and provided promptly and in any event within 3 business days); and
 - (b) approval before reproducing the other party's logo/brand in connection with the Social Investment. Any use of the other party's logo/brand must satisfy any reasonable guidelines for logo/brand use notified by the approving party to the other party who is to use the logo from time to time.
4. This agreement may be terminated by written notice of a party ('non-defaulting party') to the other party ('defaulting party') where the defaulting party fails to comply with a term or condition of this agreement and fails to rectify such non-compliance within 30 days of a written notice of default requiring rectification of the non-compliance being given by the non-defaulting party to the defaulting party.
5. On termination of this agreement:
 - (a) South32 will have no further liability for any funding or other form of contribution under this Agreement; and
 - (b) the Recipient must not (without South32's written consent, not to be unreasonably withheld) publish any material which makes reference to the Social Investment or South32's involvement in the Social Investment or the termination of this Agreement, other than as required by written law.
6. The parties agree that, to the extent applicable, the Recipient:
 - (a) will own all intellectual property rights developed in the course of the Social Investment Purpose (including, for clarity, materials developed by the Recipient); and
 - (b) grants South32 a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license) to use the Recipient's intellectual property rights in the Purpose.

IN-KIND SOCIAL INVESTMENT

7. If any in-kind Social Investment (defined as any non-monetary contribution of tangible property) is provided by South32 in the form of (as applicable) new and/or used / obsolete / not required goods or equipment ("**In-Kind Goods**"), the Recipient

confirms that:

- (a) title and risk in the In-Kind Goods will pass to the Recipient at the time and at the location the In-Kind Goods are physically handed over by South32 to the Recipient;
- (b) it has inspected the In-Kind Goods (in particular if they are not new) and made its own enquiries as to the condition, state of repair, suitability for use, fitness for purpose, operability and/or safety of the In-Kind Goods for any given use;
- (c) the In-Kind Goods are accepted by the Recipient at its own risk, in an "as is, where is" condition, and on the basis of South32 giving no representation or warranty as to its condition, suitability for use, fitness for use, operability and/or safety of the In-Kind Goods for any given use; and
- (d) in addition to the Recipient's obligations set out in clause 1(h), the Recipient agrees that on receipt of the In-Kind Goods, it will:
 - (i) indemnify South32 and South32's related entities and their respective directors, officers, employees and agents in respect of all claims and liability arising directly or indirectly in connection with the In-Kind Goods; and
 - (ii) release and discharge South32 and South32's related entities and their respective directors, officers, employees and agents from all claims and liabilities arising directly or indirectly from the Recipient's use of the In-Kind Goods or the use of the In-Kind Goods by any other party who may have received the goods from or through the Recipient.

ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

8. This Agreement:
 - (a) constitutes the whole agreement between the Recipient and South32; and
 - (b) supersedes all prior verbal or written agreements or undertakings or representations by or between the Recipient and South32 regarding the subject matter of this Agreement.
9. This Agreement may only be amended, or its provisions waived, in writing by the parties.

AUTHORITY

10. Each person signing this Agreement for and on behalf of a party warrants in their personal capacity that they are duly authorised by such party to do so.

GOVERNING LAW AND COUNTERPARTS

10. This Agreement is legally binding. Any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the Governing

Law. The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.

NO FETTER

11. Nothing in this Agreement is to fetter or limit or is to be construed as an attempt to fetter or limit, the discretion or the powers of the Shire or the Council of the Shire under any written law.

DISPUTE RESOLUTION

12. Referral of Dispute and Conferral: Phase 1

Except as otherwise provided, any dispute arising out of this Agreement is to be referred in the first instance in writing to the Recipient's CEO, who shall convene a meeting within 10 days or such other period of time as is agreed to by the parties between the Recipient's CEO and a representative of South32 for the purpose of resolving the dispute (**Original Meeting**).

13. Appointment of an Independent Mediator: Phase 2

In the event the dispute is not resolved in accordance with clause 12 of this Agreement then the parties must endeavour to settle any dispute in connection with the Agreement by mediation, which is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. If the parties fail to agree to an independent mediator, the dispute will progress straight to arbitration in accordance with clause 14.

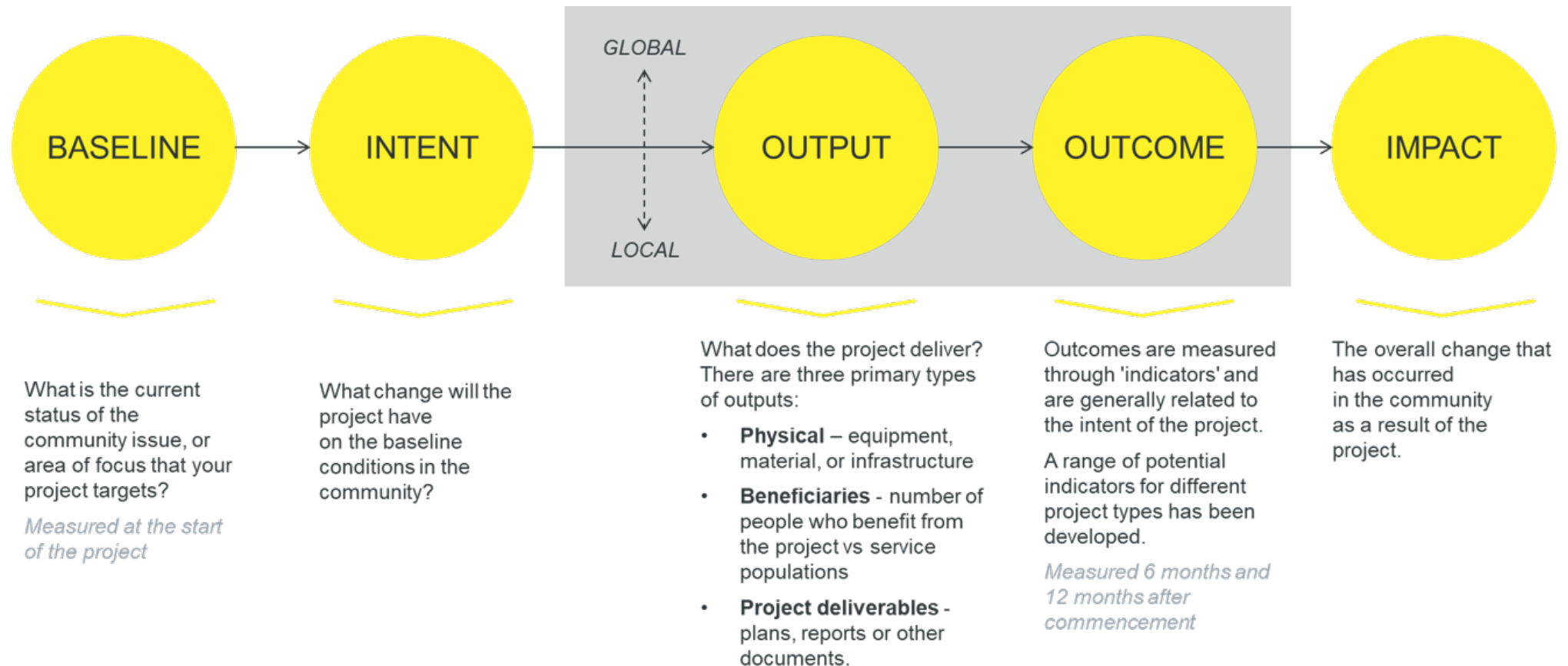
14. Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 13 of this Agreement then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Parties may each be represented by a legal practitioner.

For the purposes of this Agreement, a reference to South32's "related entities" means South32 Limited and any body corporate controlled by South32 Limited. 'Control' here has the meaning given to it in the Australian Corporations Act 2001 (Cth).

APPENDIX 2

SOCIAL INVESTMENT IMPACT MEASUREMENT FRAMEWORK





Hon John Carey MLA
Minister for Planning; Lands; Housing; Homelessness

Our Ref: 78-21639

08 AUG 2024

Ms Julie Burton
Chief Executive Officer
Shire of Boddington
Email: ceo@boddington.wa.gov.au

Dear Ms Burton

I refer to South32 Worsley Alumina (South32)'s request to permanently close Morts Road, Ashcroft Road and Rogers Bend, and the Shire of Boddington's (Shire) consideration of the matter at its Ordinary Council Meeting of 24 July 2024.

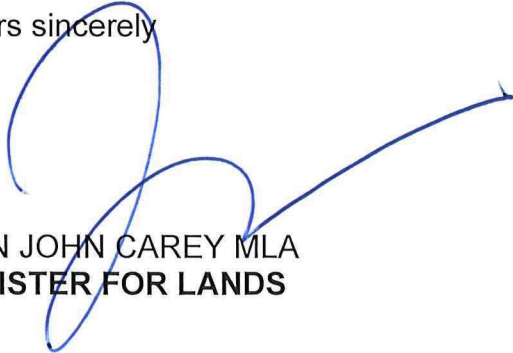
I am advised the Shire's administration is supportive of the proposed road closures, under section 58 of the *Land Administration Act 1997* (LAA), noting the existing road reserves preclude South32 from excavating the land for mining purposes.

I understand the Shire has raised concerns with the risk associated with the re-dedication process, under section 56 of the LAA, once the mining activities cease as agreed to between the Shire and South32.

I confirm the State Government does not foresee any issues that would impede a future road dedication process being approved, under section 56 of the LAA, once the formal request to facilitate the dedications has been submitted to the Department of Planning, Lands and Heritage (Department) by the Shire.

Should you have any further queries, please do not hesitate to contact Mr Max Corr, Director Metropolitan and South at the Department, by telephone on (08) 6552 4728 or via email to max.corr@dplh.wa.gov.au.

Yours sincerely


HON JOHN CAREY MLA
MINISTER FOR LANDS

9.3 CORPORATE SERVICES

9.3.1 Payment Listing

File Reference:	3.0070
Applicant:	Nil
Previous Item:	Nil
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.3.1A List of Payments ending 31 July 2024

Summary

The list of payments for 31 July 2024 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 Shires 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 Shire's adopted budget, and statutory obligations.

Consultation

Nil

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

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
Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 125/24

Moved: Cr P Carrotts

Seconded: Cr L Lewis

That Council receive the list of payments for the period ending 31 July 2024 as presented.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden

Against: Nil

SHIRE OF BODDINGTON - LIST OF PAYMENTS - JULY 2024

Chq/EFT	Date	Name	Description	Amount
EFT26681	05/07/2024	P & D SULLIVAN	GRAVEL CARTING - NEWMARKET RD	16,137.00
EFT26682	05/07/2024	WA ELECTORAL COMMISSION	EXTRAORDINARY ELECTION 2024	18,749.50
EFT26683	05/07/2024	GREENSTONE CONTRACTING P/L	FUEL & MATERIALS FOR WITHNELL LANE	5,643.00
EFT26684	05/07/2024	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA	VACANCY ADVERTISING	165.00
EFT26685	05/07/2024	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	385.95
EFT26686	05/07/2024	LANDGATE	GROSS RENTAL VALUATIONS	149.15
EFT26687	05/07/2024	TANIA MARIE DAWSON	BODDFIT MEMBER INDUCTIONS	350.00
EFT26688	05/07/2024	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	3,447.61
EFT26689	05/07/2024	SIGNARAMA MANDURAH	FLAG SYSTEMS	11,176.00
EFT26690	05/07/2024	INDUSTRIAL AUTOMATION GROUP	WI-SP SUPPORT - STANDPIPE ACCESS	1,055.45
EFT26691	05/07/2024	CURTIS ELECTRICAL CONTRACTING	ANNUAL TEST & TAGGING VARIOUS SHIRE BUILDINGS	13,307.36
EFT26692	05/07/2024	CONTRACT AQUATIC SERVICES	POOL CHEMICALS	9,845.00
EFT26693	05/07/2024	BRIGHTHOUSE	CARAVAN PARK DETAILED DESIGN	40,000.00
EFT26694	05/07/2024	NEWMONT BODDINGTON GOLD	RENT 3 PRUSSIAN WAY	1,300.00
EFT26695	05/07/2024	SHERIDAN'S	STAFF NAME BADGE & PLAQUE	203.39
EFT26696	05/07/2024	WALLIS COMPUTER SOLUTIONS	ITC DISASTER RECOVERY PLAN & TEST	4,958.58
EFT26697	05/07/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES JUNE 2024	618.75
EFT26698	05/07/2024	BODDINGTON RSL SUB BRANCH	WREATHS FOR ANZAC DAY	240.00
EFT26699	05/07/2024	PBF AUSTRALIA LTD	NATIONAL ROAD SAFETY WEEK PRESENTATION	719.02
EFT26700	05/07/2024	G & D LYSER	GRAVEL + CARTING FOR NEWMARKET RD	115,764.00
EFT26701	05/07/2024	BANNISTER EXCAVATIONS PTY LTD	WINTER GRADING - VARIOUS LOCATIONS	11,220.00
EFT26702	05/07/2024	VOLT AIR PTY LTD	ELECTRICAL WORK AT VARIOUS LOCATIONS	11,238.68
EFT26703	05/07/2024	ACROMAT SPORTS EQUIPMENT	NETBALL POST	1,013.65
EFT26704	05/07/2024	ZIRCODATA PTY LTD	STORAGE FEES	96.73
EFT26705	05/07/2024	GUMFIRE MARKETING	PROJECT MANAGEMENT SERVICES - IRSA	35,636.89
EFT26706	05/07/2024	GARRY VENTRIS	COUNCILLOR ALLOWANCES	5,517.00
EFT26707	05/07/2024	THE FOOD BOSS	CATERING SERVICES	450.00
EFT26708	05/07/2024	SURVEYING SOUTH	FEATURE & CONTOUR SURVEY	3,300.00
EFT26709	05/07/2024	BODDINGTON MINI SKIPS	TOWN BIN COLLECTION JUNE 2024	1,750.00
EFT26710	05/07/2024	COMMON GROUND TRAILS PTY LTD	BODDINGTON MTB TRAILS	5,134.55
EFT26711	05/07/2024	RURAL AND REGIONAL ECONOMIC SOLUTIONS P/L	VROC WORKSHOP	6,579.15
EFT26712	05/07/2024	CATALYSE PTY LTD	COUNCIL PLAN REVIEW	20,240.00
EFT26713	05/07/2024	STEVEN TWEEDIE	GOVERNANCE SERVICES	38.50
EFT26714	05/07/2024	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	1,005.40
EFT26715	05/07/2024	PROMPT SAFETY SOLUTIONS	TRAFFIC MANAGEMENT PLAN	2,750.00
EFT26716	05/07/2024	J & M REID EARTHMOVING PTY LTD	HIRE OF WATER CART	7,579.00
EFT26717	05/07/2024	ANDREW THOMAS RYLEY	COUNCILLOR ALLOWANCES	1,658.00
EFT26718	05/07/2024	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS	2.99
EFT26719	05/07/2024	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	250.00
EFT26720	05/07/2024	GFG CONSULTING	PROJECT MANAGEMENT SERVICES - CULTURAL CENTRE	657.25
EFT26721	05/07/2024	LINDA HOWLETT	NATIONAL VOLUNTEER WEEK ENTERTAINMENT	75.00
EFT26722	05/07/2024	THALIA DOUGLAS	CATERING SUPPLIES	84.70
EFT26723	05/07/2024	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT	6,776.84
EFT26724	05/07/2024	MANDURAH PSYCHOLOGICAL SERVICES PTY LTD	EAP SERVICE FEE	225.50
EFT26725	05/07/2024	NICHOLAS JAMES CLEMENTS	INSTALLATION OF PAPER TOWEL & SOAP DISPENSERS	520.00
EFT26726	05/07/2024	IANNELLO DESIGN	COUNCIL PLAN 2024	1,452.00
EFT26727	05/07/2024	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE CARAVAN PARK	726.00
EFT26728	05/07/2024	ALL WALKS OF LIFE BODDINGTON	CATERING FOR NATIONAL ROAD SAFETY WEEK	990.00
EFT26729	05/07/2024	INSPIRED DEVELOPMENT SOLUTIONS	LEADERSHIP DEVELOPMENT PROGRAM	5,451.12
EFT26730	05/07/2024	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	214.45
EFT26731	05/07/2024	GEORGINA PATERSON	MURAL - BANNISTER RD TOILET BLOCK	4,500.00
EFT26732	05/07/2024	IMOGEN PALMER ART	MURAL - WURAMING TOILET BLOCK	7,612.55
EFT26733	05/07/2024	FOCUS CONSULTING WA PTY LTD	CARAVAN PARK ELECTRICAL DESIGN	10,450.00
EFT26734	05/07/2024	WESTERN PROPERTY SERVICES	CLEANING OF GUTTERS	1,936.00
EFT26735	05/07/2024	RUSSELL ORD PHOTOGRAPHY	PROFESSIONAL PHOTOGRAPHIC SERVICES	3,353.00
EFT26736	05/07/2024	CORTNEY AND GARETH SHEPHERDSON	RATES REFUND	108.29
EFT26737	05/07/2024	AVON WASTE	RUBBISH SERVICES JUNE 2024	13,666.08
EFT26738	05/07/2024	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT4	1,645.20
EFT26739	05/07/2024	JASON SIGN MAKERS	SIGNAGE	1,652.31
EFT26740	05/07/2024	WALGA	WALGA COURSE	1,179.00
EFT26741	05/07/2024	CHUBB FIRE & SECURITY PTY LTD	MONTHLY FIRE PANEL SERVICING	330.00
EFT26742	05/07/2024	MIRACLE RECREATION EQUIPMENT	PLAYGROUND EQUIPMENT FOR HOTHAM PARK	3,707.00
EFT26743	05/07/2024	BODDINGTON SES	REIMBURSEMENT FOR THE SES	4,356.31
EFT26744	09/07/2024	P & D SULLIVAN	DROP DECK TO MOVE MULTI TYRE ROLLER	396.00
EFT26745	09/07/2024	BODDINGTON MEDICAL CENTRE	EMPLOYMENT MEDICAL	550.00
EFT26746	09/07/2024	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE JUNE 2024	235.09
EFT26747	09/07/2024	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS FOR JUNE 2024	1,921.33
EFT26748	09/07/2024	SEEK LIMITED	EMPLOYMENT ADVERTISING	602.25
EFT26749	09/07/2024	LEONARD ALLEN ALEXANDER LEWIS	COUNCILLOR ALLOWANCES	2,036.56
EFT26750	09/07/2024	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	56.52
EFT26751	09/07/2024	OZTECH SECURITY	CONTROL ROOM MONITORING AT THE MEDICAL CENTRE	178.00
EFT26752	09/07/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES JUNE 2024	27.50
EFT26753	09/07/2024	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE MEDICAL CENTRE	159.00
EFT26754	09/07/2024	THE FOOD BOSS	CATERING SERVICES	216.00
EFT26755	09/07/2024	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES	655.00
EFT26756	09/07/2024	INTEGRAL STEEL	SUPPLY & INSTALL BIKE RACKS	6,177.60
EFT26757	09/07/2024	CORSIGN WA	SIGNAGE	62.70
EFT26758	09/07/2024	SHERRIN RENTALS PTY LTD	HIRE OF SMOOTH DRUM ROLLER	6,541.70
EFT26759	09/07/2024	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS	136.06
EFT26760	09/07/2024	BODDINGTON SUPERMARKET PTY LTD	SHIRE PURCHASES FOR MAY 2024	993.60
EFT26761	09/07/2024	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	791.50
EFT26762	09/07/2024	BODDINGTON BOWLING CLUB (INC)	INSURANCE CLAIM	1,329.52
EFT26763	09/07/2024	BUILDING & CONSTRUCTION INDUSTRY TRAINING	BCITF JUNE 2024	681.50

SHIRE OF BODDINGTON - LIST OF PAYMENTS - JULY 2024

EFT26764	09/07/2024	MOORE AUSTRALIA (WA) PTY LTD	STRATEGIC RESOURCE PLANNING 2023/2024	21,748.10
EFT26765	09/07/2024	GREG DAY MOTORS	FUEL JUNE 2024	8,706.52
EFT26766	09/07/2024	SHIRE OF BODDINGTON	BSL COMMISSION JUNE 2024	36.50
EFT26767	09/07/2024	DEPT OF MINES,INDUSTRY REGULATION AND	BSL JUNE 2024	1,268.91
EFT26768	09/07/2024	BODDINGTON SES	REIMBURSEMENT FOR THE SES	681.00
EFT26769	19/07/2024	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA	2024/2025 MEMBERSHIP	2,435.00
EFT26770	19/07/2024	OFFICEWORKS BUSINESS DIRECT	SAMSUNG MOBILE PHONE	550.00
EFT26771	19/07/2024	BODDINGTON TYRE SERVICE	YOUTH CENTRE PUSH BIKE REPAIRS	75.00
EFT26772	19/07/2024	EDGE PLANNING & PROPERTY	PLANNING SERVICES JUNE 2024	1,854.60
EFT26773	19/07/2024	PORTER CONSULTING ENGINEERS	CONSULTANCY SERVICES	3,300.00
EFT26774	19/07/2024	ANIMAL CARE EQUIPMENT & SERVICES PTY LTD	DOG EZ NABBER APPARATUS	396.36
EFT26775	19/07/2024	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	773.73
EFT26776	19/07/2024	GOLDEN GLASS	DOOR REPAIR AT THE REC CENTRE	759.00
EFT26777	19/07/2024	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT26778	19/07/2024	DORMAKABA AUSTRALIA PTY LTD	AUTOMATIC DOOR SERVICE	319.00
EFT26779	19/07/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES JULY 2024	27.50
EFT26780	19/07/2024	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE MEDICAL CENTRE	3,268.00
EFT26781	19/07/2024	CONSTRUCTION HYDRAULIC DESIGN PTY LTD	CARAVAN PARK HYDRAULIC DESIGN	13,970.00
EFT26782	19/07/2024	SIRSIDYNIX PTY LTD	LIBRARY SOFTWARE ANNUAL SUBSCRIPTION	1,607.89
EFT26783	19/07/2024	SHIRE OF DARDANUP	LIBRARY SOFTWARE	9.13
EFT26784	19/07/2024	THE FOOD BOSS	CATERING SERVICES	108.00
EFT26785	19/07/2024	BODDINGTON MINI SKIPS	COLLECT & EMPTY SKIP BIN	580.00
EFT26786	19/07/2024	SHIRE OF NARROGIN	BUILDING SERVICES MAY 2024	1,317.00
EFT26787	19/07/2024	BODDINGTON CONCRETE	CONCRETE FOR BIKE RACKS	748.00
EFT26788	19/07/2024	DESNIE EUGENE SMALBERGER	COUNCILLOR ALLOWANCES	2,407.55
EFT26789	19/07/2024	CELLARBRATIONS BODDINGTON (IGA)	SHIRE PURCHASES FOR JUNE 2024	397.00
EFT26790	19/07/2024	SHERRIN RENTALS PTY LTD	HIRE OF SMOOTH DRUM ROLLER	2,544.85
EFT26791	19/07/2024	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	1,005.40
EFT26792	19/07/2024	J & M REID EARTHMOVING PTY LTD	VERGE CLEARING NEWMARKET RD	6,352.50
EFT26793	19/07/2024	SIMPLY HEADSETS PTY LTD	JABRA MOBILE HEADSETS	849.00
EFT26794	19/07/2024	PETE'S TREEWORX	TREE PRUNING	9,900.00
EFT26795	19/07/2024	BODDINGTON SUPERMARKET PTY LTD	SHIRE & YOUTH CENTRE PURCHASE FOR JUNE 2024	2,128.61
EFT26796	19/07/2024	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	304.60
EFT26797	19/07/2024	SOS OFFICE EQUIPMENT	PHOTOCOPIER CHARGES	246.65
EFT26798	19/07/2024	GFG CONSULTING	PROJECT MANAGEMENT SERVICES - CULTURAL CENTRE	262.90
EFT26799	19/07/2024	THALIA DOUGLAS	REIMBURSEMENT FOR BATTERY	16.00
EFT26800	19/07/2024	CORE BUSINESS AUSTRALIA PTY LTD	ABORIGINAL ENGAGEMENT OFFICER	1,270.50
EFT26801	19/07/2024	CONNECT CALL SERVICES	AFTER HOURS CALL SERVICE JUNE 2024	419.10
EFT26802	19/07/2024	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE PAVILION	4,891.92
EFT26803	19/07/2024	EV CHARGING SYSTEMS	SERVICING OF EV CHARGERS	1,106.79
EFT26804	19/07/2024	INTERNODE PTY LTD	BROADBAND SERVICE - MEDICAL CENTRE	109.99
EFT26805	19/07/2024	VISIONENVIRONMENT	CLIMATE CHANGE ACTION PLAN	4,620.00
EFT26806	19/07/2024	VANGUARD PRINT	DISCOVER BODDINGTON MARKETING BOOKLET	770.00
EFT26807	19/07/2024	ARTS COLLIDE PTY LTD	FIRE SHED MURAL WORKSHOP	1,100.00
EFT26808	19/07/2024	JOHANN PRANDL	COUNCILLOR ALLOWANCES	1,658.00
EFT26809	19/07/2024	JOHAN VAN HEERDEN	COUNCILLOR ALLOWANCES	1,658.00
EFT26810	19/07/2024	MORGAN RURAL SERVICE	ROAD SIDE SPRAYING	11,494.98
EFT26811	19/07/2024	MT IRON MINING, M & L THOMPSON AUST PTY LTD	CLEAR RV DUMP POINT BLOCKAGE	220.00
EFT26812	19/07/2024	KELLY MARIE SALATHIEL	RATES REFUND	312.30
EFT26813	19/07/2024	GNAALA KARLA BOOJA ABORIGINAL CORPORATION	REFUND OF CLEANING & KEY BOND	240.00
EFT26814	19/07/2024	BODDINGTON SERVICE STATION	TRUCK BATTERY	221.00
EFT26815	19/07/2024	BODDINGTON ARTS COUNCIL	FIELD OF QUILTS 2024	1,500.00
EFT26816	19/07/2024	PAUL RAYMOND CARROTTES	COUNCILLOR ALLOWANCES	1,658.00
EFT26817	19/07/2024	G B GILLESPIE & SONS PTY LTD	CLEANING OF GUTTERS AT THE REC CENTRE	4,808.10
EFT26818	19/07/2024	WESTRAC EQUIPMENT WA PTY LTD	REPAIRS TO CATERPILLAR TRACK LOADER	4,453.35
EFT26819	25/07/2024	JACKSON MCDONALD SERVICES PTY LTD	LEGAL SERVICES	6,837.51
EFT26820	25/07/2024	ONEMUSIC AUSTRALIA	ANNUAL LICENSE FEE	378.55
EFT26821	25/07/2024	THINKPROJECT AUSTRALIA PTY LTD	RAMM TRANSPORT ANNUAL FEE	7,925.92
EFT26822	25/07/2024	SAPIO PTY LTD	CCTV MAINTENANCE	4,756.02
EFT26823	25/07/2024	TIMBER INSIGHT PTY LTD	LEVEL 1 BRIDGE INSPECTIONS	2,392.50
EFT26824	25/07/2024	ALL WALKS OF LIFE BODDINGTON	CATERING SERVICES	90.00
EFT26825	25/07/2024	ADVANCED MINE PERFORMANCE TRAINING	HRA AUTOMATIC COURSE	1,800.00
EFT26826	25/07/2024	RG & EK HOEK	GRAVEL FOR HARVEY-QUINDANNING RD	9,514.40
EFT26827	25/07/2024	WALGA	REGISTRATION FOR WASTE & ENVIRONMENT SUMMIT	175.00
DD16592.1	01/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,026.95
DD16592.2	01/07/2024	KLEENHEAT GAS	BULK GAS - VARIOUS SHIRE LOCATIONS	3,396.88
DD16598.1	02/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	749.00
DD16599.1	03/07/2024	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD16599.2	03/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,437.75
DD16605.1	04/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	895.30
DD16608.1	05/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	467.15
DD16608.2	05/07/2024	SYNERGY	ELECTRICITY CHARGES - CENTRAL PARK	72.86
DD16619.2	08/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	935.80
DD16619.3	08/07/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATION	3,487.13
DD16619.4	08/07/2024	NEWBOOK PTY LTD	NEWBOOK ONLINE BOOKING FEE	95.70
DD16619.5	08/07/2024	TELSTRA LIMITED	MOBILE PHONE CHARGES - SHIRE	787.65
DD16620.1	10/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	5,424.35
DD16621.1	11/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,962.30
DD16622.1	09/07/2024	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	16,763.27
DD16622.2	09/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	349.20
DD16622.3	09/07/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	5,363.20
DD16625.1	12/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,406.65
DD16630.1	15/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,115.35
DD16633.1	16/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,401.30

SHIRE OF BODDINGTON - LIST OF PAYMENTS - JULY 2024

DD16634.1	17/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	525.50
DD16646.1	18/07/2024	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE LOCATIONS	1,318.58
DD16646.2	18/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,742.75
DD16646.3	18/07/2024	TELSTRA LIMITED	PHONE CHARGES - SES LANDLINES	196.19
DD16650.1	22/07/2024	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	19.20
DD16650.2	22/07/2024	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE LOCATIONS	652.64
DD16650.3	22/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	9,031.90
DD16653.1	24/07/2024	OPTUS COMMUNICATIONS	INTERNET - CCTV TRAILER	89.00
DD16653.2	24/07/2024	WATER CORPORATION	WATER CHARGES -VARIOUS SHIRE LOCATIONS	3,428.08
DD16653.3	24/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,282.90
DD16653.4	24/07/2024	TELSTRA LIMITED	PHONE & INTERNET CHARGES - VARIOUS SHIRE LOCATIONS	1,024.32
DD16654.1	23/07/2024	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	17,691.38
DD16654.2	23/07/2024	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE LOCATIONS	15,025.62
DD16654.3	23/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,002.60
DD16654.4	23/07/2024	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	3,267.74
DD16654.5	23/07/2024	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN GUARANTEE	5,734.65
DD16657.1	19/07/2024	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	1,167.78
DD16657.2	19/07/2024	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE LOCATIONS	5,272.90
DD16657.3	19/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,093.00
DD16658.1	25/07/2024	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE LOCATIONS	4,371.89
DD16658.2	25/07/2024	EASIFLEET MANAGEMENT	LEASE PAYMENT - CEO - 1HIZ195 & EMDS -1GVR651	3,960.44
DD16658.3	25/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	530.05
DD16661.1	26/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,330.70
DD16661.2	26/07/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	2,117.86
DD16662.1	29/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,050.90
DD16666.1	31/07/2024	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	373.35
DD16666.2	31/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	550.50
DD16667.1	30/07/2024	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	87.47
DD16667.2	30/07/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	412.25
DD16667.3	30/07/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	3,142.66
DD16667.4	30/07/2024	KLEENHEAT GAS	CYLINDER SERVICE FEE	100.10
DD	31/07/2024	NAB BANK VISA	CREDIT CARD PURCHASES	6,769.03
				<u>769,244.28</u>
		JAMES WICKENS		
	27/06/2024	LANDGATE	TITLE SEARCH	30.50
	27/06/2024	LANDGATE	TITLE SEARCH	30.50
		SAM KEMPTON		
	13/06/2024	NETFLIX	SUBSCRIPTION FOR THE YOUTH CENTRE	16.99
	13/06/2024	IKEA PTY LTD	ITEMS FOR THE YOUTH CENTRE	156.00
		FABIAN HOUBRECHTS		
	31/05/2024	AFGRI NORTHAM	PARTS FOR TRACK LOADER	121.35
	04/06/2024	BUNNINGS	GARDEN TOOLS, BBQ CLEANER	184.80
	04/06/2024	DUNNINGS NORTHAM	FUEL BT04	106.60
	07/06/2024	AUTOPRO NORTHAM	OIL 20L	50.62
	07/06/2024	MAINLINEN PTY LTD	LINEN FOR THE OLD POLICE STATION	572.93
	10/06/2024	CALTEX MIDVALE	FUEL BT61	85.85
	10/06/2024	AUTOPRO NORTHAM	OIL 20L	50.62
	10/06/2024	JASON WINDOWS	DOOR HANDLES	197.00
	10/06/2024	BUNNINGS	GARDEN TOOLS	119.00
	17/06/2024	DUNNINGS NORTHAM	FUEL BT61	105.38
	20/06/2024	GUARDIAN TACTILE SYSTEMS	TACTILE PAVERS	555.29
	24/06/2024	GREG DAY MOTORS	FUEL BT61	125.32
	25/06/2024	WESTRAC PTY LTD	OIL/COOLANT	324.39
	28/06/2024	AUTOPRO	STANDPIPE BATTERIES	452.00
		CARA RYAN		
	11/06/2024	WA NEWSPAPER	DIGITAL SUBSCRIPTION	28.00
	19/06/2024	SHIRE OF WANDERING	FUEL BT010	125.64
	24/06/2024	MELVILLE HYUNDAI	CAR MATS	166.44
	24/06/2024	PUMA ENERGY BEDFORDALE	FUEL BT010	102.88
	27/06/2024	MELVILLE HYUNDAI	AUXILIARY CABLE ADAPTOR	495.00
		JULIE BURTON		
	03/06/2024	MAILCHIMP	NEWSLETTER SOFTWARE	68.31
	05/06/2024	DROP BOX	COUNCILLOR INFORMATION	18.69
	05/06/2024	EXETEL PTY LTD	INTERNET PLAN	975.00
	14/06/2024	ILLUSTRATOR	ADOBE LICENSE	29.99
	17/06/2024	INDESIGN	ADOBE LICENSE	32.99
	19/06/2024	REMARKABLE	SUBSCRIPTION FEE	4.99
	26/06/2024	CROWN PROMENADE	WALGA CONFERENCE 2023	541.25
	28/06/2024	JB HI-FI ONLINE	REMARKABLE TABLET, PEN & COVER	849.00
	28/06/2024	NAB CARD FEE	FEE	45.00
	28/06/2024	NAB INTERNATIONAL TRANSACTION FEES	FEE	0.71
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 07/07/2024	85,620.47
		NAB	NET PAYROLL F/N ENDING 21/07/2024	101,875.44
		TOTAL MUNI		<u>956,740.19</u>
		TOTAL TRUST & MUNI		<u>956,740.19</u>

9.3.2 Adoption of Council Plan and Long Term Financial Plan | 2024 - 2034

File Reference:	3.000593
Applicant:	Nil
Previous Item:	Ordinary Council Meeting 88/24
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.2A Draft Council Plan 2024 - 2034 9.3.2B Draft Strategic Resource Plan 2024 - 2034

Summary

This item seeks Council's endorsement of the 2024 -2034 Council Plan and Strategic Resource Plan, being the key strategic documents for the Shire.

Background

The Integrated Planning and Reporting Framework (IPRF) ensures that local governments plan responsibly and sustainably for their communities. It guides the creation of strategic plans and strategies, detailing resource capabilities for operational services, major projects, asset maintenance, and long-term financial expectations. In line with section 5.56 of the Local Government Act 1995 and regulation 19DA of the Local Government (Administration) Regulations 1996, the Shire is required to plan for the future.

The core components of the IPRF are:

- Strategic Community Plan (reviewed every four years)
- Corporate Business Plan (reviewed annually)

Informing Strategies include:

- Long Term Financial Plan
- Asset Management Plan
- Workforce Plan

The **Council Plan** integrates the Strategic Community Plan and Corporate Business Plan, reflecting long-term (10+ years) community and local government goals, along with specific actions for Years 1 - 4.

The **Strategic Resource Plan** combines the informing strategies, integrating asset management and long-term financial planning. It considers workforce planning and other key strategies, ensuring that the Council Plan's actions are adequately resourced over the next four years and highlights the long-term impact of resource allocation. This approach helps ensure that Council decisions are based on priorities that can be effectively resourced.

Comment

In February 2024, the Shire began a comprehensive review of the Council Plan, which included extensive consultations through a community survey and workshops with community members, businesses, the Council, and staff. The updated Council Plan was endorsed by Council in June 2024 and subsequently published for community consultation. During the two-week public comment period, no submissions were received.

The development of the Strategic Resource Plan began in April 2024, with a workshop held with Councillors in June 2024, to refine its components. This plan provides a comprehensive overview of the Shire's strategy for delivering infrastructure and services to the community. It

highlights the priority projects identified in the Council Plan and details how these will be executed. It includes assumptions based on current economic indicators for income and expenditure, ensuring realistic financial projections and adaptability to economic changes.

To achieve the strategies outlined in the plans, a rate increase slightly above the expected consumer price index (CPI) is forecast, along with keeping operating expenditure aligned with CPI forecasts. Additionally, a four-year capital works program totaling \$20.6 million is planned for the investment and renewal of Shire owned infrastructure, buildings, plant, and equipment, with 32% of this amount dependent on grant funding.

Together, these Plans provide a comprehensive framework outlining the Shire's vision, goals, priorities, and resource allocation for the coming years. They will guide decision-making, resource management, and community engagement, ensuring the Shire remains responsive to community needs and demonstrates a positive and financially stable future.

Consultation

Engagement regarding the draft Council Plan occurred through the Shire News, website, and social media.

Other than Staff and Councillor workshops, no specific consultation has been conducted for the Strategic Resource Plan, as the prioritisation of projects has been guided by the Council Plan.

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service
Action 12.1.1	Provide an annual review of the Council Plan to ensure strategic and financial planning is agile and aligned with changing market conditions and community needs.
Objective 12.2	Responsibly manage the Shires finances, human resources and assets
Action 12.2.1	Review the Long Term Financial Plan
Action 12.2.2	Review and update the Workforce Plan
Action 12.2.5	Review Asset Management Plans

Legislative Implications

Local governments must plan for the future in accordance with section 5.56 of the Local Government Act 1995.

The development of a Corporate Business Plan (CBP) covering a minimum 4 financial years is a requirement of regulation 19DA(1) and 19DA(2) of the Local Government (Administration) Regulations 1996.

Regulation 19DA(3) also requires a CBP to:

- set out, consistently with any relevant priorities set out in the strategic community plan for the district, a local government's priorities for dealing with the objectives and aspirations of the community in the district;
- govern a local government's internal business planning by expressing a local government's priorities by reference to operations that are within the capacity of the local government's resources; and

- c) develop and integrate matters relating to resources, including asset management, workforce planning and long-term financial planning.

Policy Implications

Nil

Financial Implications

Projects and initiatives within the Strategic Resource Plan and Council Plan are only funded once adopted within the Annual Budget and subject to funding availability.

Economic Implications

The Council Plan contributes to a strong economy through the actions identified in the Prosperity theme. The outcomes within this aspirational area include:

- A thriving economy with good access to education and jobs for everyone
- An attractive destination for day trips and short stay visitors

Social Implications

The Council Plan addresses social implications by considering the Shires social fabric, community well-being, and inclusivity. It outlines strategies to enhance social cohesion, promote cultural diversity, and improve access to essential services and amenities for all residents.

Environmental Considerations

Environmental considerations within the Plan reflect the Shires commitment to sustainable development and environmental stewardship. Strategies are outlined to mitigate climate change, protect natural resources, promote energy efficiency, and reduce carbon emissions.

Risk Considerations

Risk Statement and Consequence	The development of the key strategic planning document for the Shire has associated risks including insufficient consultation resulting in a Council Plan that is not aligned with community need; lack of capacity to deliver projects; and non-compliance with legislation. Significant consultation occurred as a part of the development of the Plan, with further opportunity provided to comment on the draft.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 126/24

Moved: Cr A Ryley

Seconded: Cr J Van Heerden

That Council endorse the Shire of Boddington;

- 1. Council Plan 2024 – 2034, as contained in Attachment 9.3.2A, and;**
- 2. Strategic Resource Plan as contained in Attachment 9.3.2B.**

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr A Ryley,
Cr J Van Heerden

Against: Nil

9.3.3 2024/2025 Budget Adoption

File Reference:	3.0070
Applicant:	Nil
Previous Item:	Nil
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.3A Draft Budget 2024-2025 9.3.3B Fees and Charges 2024-2025

Summary

This report has been prepared for Council to consider and adopt the Municipal Fund Budget for 2024-2025 financial year, together with the supporting schedules, including imposition of rates, adoption of fees and charges, the setting of elected member's fees and to adopt the material reporting variance for 2024-2025 financial year.

Background

The 2024-2025 Annual Budget has been compiled based on the principles contained within the Council Plan 2024-2034 and Strategic Resource Plan 2024-2034, and in accordance with the presentations made to Council at budget workshops held from June 2024 to July 2024.

The proposed differential general rates were approved by Council at the Ordinary Council Meeting, 27 June 2024 and advertised in accordance with the Local Government Act 1995. After receiving no submissions prior to 23 July 2024, Council authorised proceeding with the application for Ministerial approval to adopt differential rates.

Comment

The draft 2024-2025 Budget includes information required by the Local Government Act 1995, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards. Key components of the Budget include:

- The total amount to be raised from rates is \$6,958,013, which equates to an average increase of 6.5%, in line with the Strategic Resource Plan.
- Fees and charges in general have been increased between 3% and 5%, in line with long term financial planning. Statutory fees have been set based on legislative requirements. Minor changes from June 2024 review include:
 - Addition - 1 Tonne Tipper Truck hire - \$101 per hour
 - Change - Rates Instalment fee from \$10 to \$11 per instalment
 - Remove – Caravan Park - tenancy document preparing fee
- An increase of 5% has been applied to kerbside rubbish collection, to ensure that roadside collections remain at cost recovery.
- The recurrent operating budget includes an overall increase in estimated expenditure of 5.6% compared to the 2023-2024 actual figures. The WA Industrial Relations Commission (WAIRC) increased award rates by 4%. Where applicable this increase was passed onto employees. The wages budget allows for a full-time equivalent (FTE) of 34, which is the same as last year with no increase in staff numbers forecast.

- A capital works program totaling \$7,414,165 for investment in infrastructure, buildings, plant and equipment, and furniture and equipment is planned. Expenditure on road infrastructure is a major component at \$2,291,532, with the majority of this being funded by the Roads to Recovery and Regional Road Group programs of \$1,207,243.

Other major projects are:

- Upgrades to Town Hall Carpark + Peppercorn Lane - \$450,000
 - Facility improvements to Darminning (Ranford Pool) - \$250,000
 - Lions Weir Rehabilitation - \$828,000
 - Plant and Equipment replacement program - \$715,667
 - Stage 1 improvements to Tullis Bridge trail - \$500,000
 - Mountain Bike Trail - \$1,150,000
 - Drainage and Crossing improvements - \$92,000
 - Signage Program - \$130,000
 - Interpretive Centre improvements - \$85,000
 - Caravan Park Development - \$250,000
- An estimated surplus \$1,751,875 is anticipate to be brought forward from 30 June 2024 and contains mainly carried forward projects from the 2023-2024 budget. However, this is unaudited and may change. Any change will be addressed as part of future budget reviews.
 - Principal additional grant funding for the year is estimated from:
 - Regional Road Group funding – \$1,033,334
 - Roads to Recovery – \$173,909
 - Local Roads Community Infrastructure (LRCI) – \$269,000
 - Department, Primary Industries and Regional Development - \$959,000
 - South32 - \$522,136

Consultation

While no specific community consultation has occurred on the draft 2024-25 Budget, community consultation occurred during the development of the Council Plan 1 July 2024 to 30 June 2034. In addition, the imposition of differential rates were advertised from 28 June 2024, with no submissions received.

Extensive internal consultation has occurred through workshops with elected members.

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary leadership and responsible governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

Legislative Implications

Section 6.2 of the Local Government Act 1995 requires that not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt, (Absolute Majority required) in the form and manner prescribed, a budget for its Municipal Fund for the financial year ending on the next following 30 June.

Divisions 5 and 6 of the Local Government Act 1995 refers to the setting of budgets and the raising of rates and charges. The Local Government (Financial Management) Regulations 1996 details the form and content of the budget. The draft 2023/2024 Budget as presented is considered to meet statutory requirements.

Section 67 of the Waste Avoidance and Resource Recovery Act 2007 enables a local government to impose an annual charge in respect of premises provided with a waste service by the local government.

Section 5.98 of the Local Government Act 1995 sets out fees etc. payable to Council members.

Section 5.98A of the Local Government Act 1995 sets out allowances payable to Deputy Presidents.

Section 7B(2) of the Salaries and Allowances Act 1975 requires the Tribunal, at intervals of not more than 12 months, to inquire into and determine –

- the amount of fees to be paid to Council members;
- the amount of expenses to be reimbursed to Council members;
- the amount of allowances to be paid to Council members Regulations 30-34D of the Local Government (Administration) Regulations 1996 set the limits, parameters and types of allowances that can be paid to elected members.

Policy Implications

Nil

Financial Implications

Specific financial implications are as outlined in the body of this report and as itemised in the draft 2024-2025 Budget attached for adoption.

Economic Implications

This draft budget has been developed based on sound financial management and accountability principles and is considered to support activities that drive a sustainable economic outcome for the community.

Social Implications

The draft budget contains financial resourcing for a wide range of programs that deliver important community services to the residents and as contained in the Council Plan – 1 July 2024 to 30 June 2034.

Environmental Considerations

The proposed budget recognises and supports key environmental strategies and initiative adopted by Council including contributions made to Peel-Harvey Catchment Council to support programs

Risk Considerations

Risk Statement and Consequence	The key risk around budget adoption is failure to adopt the Annual budget by 31 August each year, deeming the Shire non-compliant in relation to the Local Government Act 1995. Furthermore, any adverse errors within the budget estimates may result in Rates not being raised appropriately to fund services or projects.
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Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial / Legislative
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 127/24

Moved: Cr L Lewis

Seconded: Cr J Van Heerden

That Council:

1. Pursuant to the provisions of section 6.2 of the Local Government Act 1995 and Part 3 of the Local Government (Financial Management) Regulations 1996, the Council adopts the Municipal Fund Budget as contained in the Attachment of this Agenda and the Minutes, for the Shire of Boddington for the 2024-25 financial year which includes the following:

- Statement of Comprehensive Income
- Statement of Cash Flows
- Statement of Financial Activity
- Notes to and Forming Part of the Budget
- Capital Income and Expenditure

2. For the purpose of yielding the deficiency disclosed by the Municipal Fund Budget adopted at recommendation 1 above, Council pursuant to sections 6.32, 6.33, 6.34 and 6.35 of the Local Government Act 1995 impose the following General and Minimum rates on Gross Rental and Unimproved Values.

General Rates

- General (GRV) 12.2613 cents in the dollar
- Rural (UV) 0.4320 cents in the dollar
- Mining (UV) 2.8235 cents in the dollar
- Commercial (UV) 1.8591 cents in the dollar
- Rural Residential (UV) 0.7612 cents in the dollar

Minimum Rates

- General (GRV) \$1,002
- Rural (UV) \$1,002
- Mining (UV) \$1,002
- Commercial (UV) \$1,002
- Rural Residential (UV) \$1,002

3. Pursuant to section 6.45 of the Local Government Act 1995 and regulation 64(2) of the Local Government (Financial Management) Regulations 1996, Council nominates the following due dates for the payment in full by instalments:

Option 1 (Full Payment)

- Full payment Due 11 October 2024

Option 2 (Two Instalments)

- 1st half instalment due date 11 October 2024
- 2nd and final half instalment due date 14 February 2025

Option 3 (Four instalments)

- 1st quarterly instalment due date 11 October 2024
- 2nd quarterly instalment due date 13 December 2024
- 3rd quarterly instalment due date 14 February 2025
- 4th and final quarterly instalment due date 18 April 2025

4. Pursuant to section 6.45 of the Local Government Act 1995, regulation 67 of the Local Government (Financial Management) Regulations 1996, Council adopts an instalment administration charge where the owner has elected to pay rates (and service charges) through an instalment option of \$11.00 for each instalment after the initial instalment is paid.
5. Pursuant to section 6.45 of the Local Government Act 1995, regulation 68 of the Local Government (Financial Management) Regulations 1996, Council adopts an interest rate of 5.5% where the owner has elected to pay rates and service charges through an instalment option.
6. Pursuant to section 6.51(1) and subject to section 6.51(4) of the Local Government Act 1995, regulation 70 of the Local Government (Financial Management) Regulations 1996 Council adopts an interest rate of 11% for rates (and service charges) and costs of proceedings to recover such charges that remains unpaid after becoming due and payable.
7. Pursuant to section 6.16 of the Local Government Act 1995, Council adopts the Fees and Charges included in this report and forming part of the draft 2024-2025 Budget.
8. Pursuant to section 5.99 of the Local Government Act 1995 and regulation 34 of the Local Government (Administration) Regulations 1996, council adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

President	\$12,735
Deputy President	\$6,637
Councillors	\$6,637

9. Pursuant to section 5.99A of the Local Government Act 1995 and regulations 34A and 34AA of the Local Government (Administration) Regulations 1996, council adopts the following annual allowances for elected members:

Information Technology Allowance \$596

10. Pursuant to section 5.98(5) of the Local Government Act 1995 and regulation 33 of the Local Government (Administration) Regulations 1996, council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

President \$9,840

11. Pursuant to section 5.98A of the Local Government Act 1995 and regulations 33A of the Local Government (Administration) Regulations 1996, council adopts the

following annual local government allowance to be paid in addition of the annual meeting allowance:

Deputy President \$2,460

12. In accordance with regulation 34(5) of the Local Government (Financial Management) Regulations 1996, the level to be used in statements of financial activity in 2024/2025 for reporting material variances shall be 10% or \$10,000, whichever is the greater.

Carried: 6-0

**For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden**

Against: Nil



ANNUAL BUDGET FOR THE YEAR ENDED 30 JUNE 2025

LOCAL GOVERNMENT ACT 1995

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SHIRE'S VISION

Boddington is well known for being, a vibrant and connected community, with excellent lifestyle and employment opportunities, in a beautiful natural environment, just 90 minutes from Perth.

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2025

	Note	2024/25 Budget	2023/24 Actual	2023/24 Budget
Revenue		\$	\$	\$
Rates	2(a)	6,958,013	6,539,478	6,538,742
Grants, subsidies and contributions		541,216	723,784	339,835
Fees and charges	13	1,308,890	1,391,319	1,199,971
Interest revenue	9(a)	355,094	380,062	211,977
Other revenue		160,850	251,352	103,450
		<u>9,324,063</u>	<u>9,285,995</u>	<u>8,393,975</u>
Expenses				
Employee costs		(3,441,445)	(3,187,268)	(3,253,044)
Materials and contracts		(3,080,788)	(2,854,944)	(3,133,536)
Utility charges		(347,150)	(349,460)	(341,558)
Depreciation	6	(2,445,800)	(2,444,078)	(2,706,950)
Finance costs	9(c)	(43,043)	(53,182)	(54,968)
Insurance		(231,301)	(227,069)	(226,419)
Other expenditure		(107,402)	(20,155)	(25,850)
		<u>(9,696,929)</u>	<u>(9,136,156)</u>	<u>(9,742,325)</u>
		<u>(372,866)</u>	<u>149,839</u>	<u>(1,348,350)</u>
Capital grants, subsidies and contributions		3,119,178	1,429,885	3,876,677
Profit on asset disposals	5	138,251	31,103	65,582
Loss on asset disposals	5	(17,526)	(6,418)	0
		<u>3,239,903</u>	<u>1,454,570</u>	<u>3,942,259</u>
Net result for the period		2,867,037	1,604,409	2,593,909
Other comprehensive income for the period				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Total other comprehensive income for the period		0	0	0
Total comprehensive income for the period		2,867,037	1,604,409	2,593,909

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

SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2025

	Note	2024/25 Budget	2023/24 Actual	2023/24 Budget
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		\$ 7,058,013	\$ 6,539,422	\$ 6,638,742
Grants, subsidies and contributions		148,540	476,566	33,922
Fees and charges		1,308,890	1,391,319	1,199,971
Interest revenue		355,094	380,062	211,977
Goods and services tax received		464,281	315,064	505,913
Other revenue		160,850	251,352	103,450
		9,495,668	9,353,785	8,693,975
Payments				
Employee costs		(3,418,414)	(3,185,996)	(3,341,882)
Materials and contracts		(2,225,481)	(2,402,168)	(2,255,856)
Utility charges		(347,150)	(349,460)	(341,558)
Finance costs		(45,043)	(54,968)	(54,968)
Insurance paid		(231,301)	(227,069)	(226,419)
Goods and services tax paid		(1,036,099)	(710,523)	(877,680)
Other expenditure		(107,402)	(20,155)	(25,850)
		(7,410,890)	(6,950,339)	(7,124,213)
Net cash provided by operating activities	4	2,084,778	2,403,446	1,569,762
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	5(a)	(1,674,607)	(997,917)	(1,594,009)
Payments for construction of infrastructure	5(b)	(5,739,558)	(2,504,669)	(5,435,531)
Capital grants, subsidies and contributions		1,210,988	1,818,050	2,968,010
Proceeds from sale of property, plant and equipment	5(a)	405,879	39,818	189,000
Proceeds from sale of infrastructure	5(b)	939	0	0
Net cash (used in) investing activities		(5,796,359)	(1,645,558)	(3,872,530)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	7(a)	(228,377)	(369,416)	(369,416)
Net cash (used in) financing activities		(228,377)	(369,416)	(369,416)
Net increase (decrease) in cash held		(3,939,958)	388,472	(2,672,184)
Cash at beginning of year		8,398,140	8,009,668	8,009,668
Cash and cash equivalents at the end of the year	4	4,458,182	8,398,140	5,337,484

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

SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2025

OPERATING ACTIVITIES		2024/25 Budget	2023/24 Actual	2023/24 Budget
Note				
Revenue from operating activities		\$	\$	\$
General rates	2(a)(i)	6,958,013	6,539,478	6,538,742
Grants, subsidies and contributions		541,216	723,784	339,835
Fees and charges	13	1,308,890	1,391,319	1,199,971
Interest revenue	9(a)	355,094	380,062	211,977
Other revenue		160,850	251,352	103,450
Profit on asset disposals	5	138,251	31,103	65,582
		9,462,314	9,317,098	8,459,557
Expenditure from operating activities				
Employee costs		(3,441,445)	(3,187,268)	(3,253,044)
Materials and contracts		(3,080,788)	(2,854,944)	(3,133,536)
Utility charges		(347,150)	(349,460)	(341,558)
Depreciation	6	(2,445,800)	(2,444,078)	(2,706,950)
Finance costs	9(c)	(43,043)	(53,182)	(54,968)
Insurance		(231,301)	(227,069)	(226,419)
Other expenditure		(107,402)	(20,155)	(25,850)
Loss on asset disposals	5	(17,526)	(6,418)	0
		(9,714,455)	(9,142,574)	(9,742,325)
Non cash amounts excluded from operating activities	3(c)	2,325,075	2,400,220	2,641,368
Amount attributable to operating activities		2,072,934	2,574,744	1,358,600
INVESTING ACTIVITIES				
Inflows from investing activities				
Capital grants, subsidies and contributions		3,119,178	1,429,885	3,876,677
Proceeds from disposal of assets	5	406,818	39,818	189,000
		3,525,996	1,468,863	4,065,677
Outflows from investing activities				
Payments for property, plant and equipment	5(a)	(1,674,607)	(997,917)	(1,594,009)
Payments for construction of infrastructure	5(b)	(5,739,558)	(2,504,669)	(5,435,531)
		(7,414,165)	(3,502,586)	(7,029,540)
Amount attributable to investing activities		(3,888,169)	(2,033,723)	(2,963,863)
FINANCING ACTIVITIES				
Inflows from financing activities				
Proceeds from new borrowings	7(a)	0	0	0
Transfers from reserve accounts	8(a)	756,512	303,833	425,555
		756,512	303,833	425,555
Outflows from financing activities				
Repayment of borrowings	7(a)	(228,377)	(369,416)	(369,416)
Transfers to reserve accounts	8(a)	(464,775)	(834,395)	(834,536)
		(693,152)	(1,203,811)	(1,203,952)
Amount attributable to financing activities		63,360	(899,978)	(778,397)
MOVEMENT IN SURPLUS OR DEFICIT				
Surplus at the start of the financial year	3	1,751,875	2,110,832	2,383,660
Amount attributable to operating activities		2,072,934	2,574,744	1,358,600
Amount attributable to investing activities		(3,888,169)	(2,033,723)	(2,963,863)
Amount attributable to financing activities		63,360	(899,978)	(778,397)
Surplus/(deficit) remaining after the imposition of general rates	3	0	1,751,875	0

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

SHIRE OF BODDINGTON
FOR THE YEAR ENDED 30 JUNE 2025
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SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

1 BASIS OF PREPARATION

The annual budget is a forward looking document and has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

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

Accounting policies which have been adopted in the preparation of this annual budget have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the annual budget 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 annual budget.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 10 to the annual budget.

2023/24 actual balances

Balances shown in this budget as 2023/24 Actual are estimates as forecast at the time of preparation of the annual budget and are subject to final adjustments.

Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in the budget relate to the original budget estimate for the relevant item of disclosure.

Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

Rounding off figures

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

Statement of Cashflows

Investing and financing transactions that do not require the use of cash or cash equivalents shall be excluded from a statement of cash flows. Such transactions shall be disclosed elsewhere in the financial statements in a way that provides all the relevant information about these investing and financing activities.

Initial application of accounting standards

During the budget year, the below revised Australian Accounting Standards and Interpretations are expected to be compiled, become mandatory and be applicable to its operations.

- AASB 2020-1 Amendments to Australian Accounting Standards
 - Classification of Liabilities as Current or Non-current
 - AASB 2022-5 Amendments to Australian Accounting Standards
 - Lease Liability in a Sale and Leaseback
 - AASB 2022-6 Amendments to Australian Accounting Standards
 - Non-current Liabilities with Covenants
 - AASB 2023-1 Amendments to Australian Accounting Standards
 - Supplier Finance Arrangements
 - AASB 2023-3 Amendments to Australian Accounting Standards
 - Disclosure of Non-current Liabilities with Covenants: Tier 2
- It is not expected these standards will have an impact on the annual budget.

- AASB 2022-10 Amendments to Australian Accounting Standards
 - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities, became mandatory during the budget year. Amendments to AASB 13 *Fair Value Measurement* impacts the future determination of fair value when revaluing assets using the cost approach. Timing of future revaluations is defined by regulation 17A of *Local Government (Financial Management) Regulations 1996*. Impacts of this pronouncement are yet to be quantified and are dependent on the timing of future revaluations of asset classes. No material impact is expected in relation to the 2024-25 statutory budget.

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 Amendments to Australian Accounting Standards
 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture
- AASB 2021-7c Amendments to Australian Accounting Standards
 - Effective Date of Amendments to AASB 10 and AASB 128 and Editorial Corrections [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]
- AASB 2022-9 Amendments to Australian Accounting Standards
 - Insurance Contracts in the Public Sector
- AASB 2023-5 Amendments to Australian Accounting Standards
 - Lack of Exchangeability

It is not expected these standards will have an impact on the annual budget.

Judgements, estimates and assumptions

The preparation of the annual budget 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.

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

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

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

2. RATES AND SERVICE CHARGES

(a) Rating Information

Rate Description	Basis of valuation	Rate in	Number of properties	Rateable value	2024/25 Budgeted rate revenue	2024/25 Budgeted interim rates	2024/25 Budgeted total revenue	2023/24 Actual total revenue	2023/24 Budget total revenue
		\$		\$	\$	\$	\$	\$	\$
(i) General rates									
GRV - General	Gross rental valuation	0.122613	512	28,048,377	3,439,096	2,000	3,441,096	3,272,690	3,272,690
UV - Rural	Unimproved valuation	0.004320	132	172,542,000	745,381	0	745,381	719,837	719,837
UV - Mining	Unimproved valuation	0.028235	128	76,587,679	2,162,453	0	2,162,453	1,977,220	1,977,220
UV - Commercial	Unimproved valuation	0.018591	2	1,603,500	29,811	0	29,811	27,064	27,064
UV - Rural Residential	Unimproved valuation	0.007612	127	20,814,000	158,436	2,000	160,436	168,447	167,711
Total general rates			901	299,595,556	6,535,177	4,000	6,539,177	6,165,258	6,164,522
(j) Minimum payment									
		Minimum							
		\$							
GRV - General	Gross rental valuation	1002	127	251,225	127,254	0	127,254	121,905	121,905
UV - Rural	Unimproved valuation	1002	122	19,942,500	122,244	0	122,244	93,555	93,555
UV - Mining	Unimproved valuation	1002	43	215,820	43,086	0	43,086	39,690	39,690
UV - Commercial	Unimproved valuation	1002	0	0	0	0	0	0	0
UV - Rural Residential	Unimproved valuation	1002	126	13,516,000	126,252	0	126,252	119,070	119,070
Total minimum payments			418	33,925,545	418,836	0	418,836	374,220	374,220
Total general rates and minimum payments			1,319	333,521,101	6,954,013	4,000	6,958,013	6,539,478	6,538,742
Total rates					6,954,013	4,000	6,958,013	6,539,478	6,538,742

The Shire did not raise specified area rates for the year ended 30th June 2025.

All rateable properties within the district used predominately for non-rural purposes are rated according to their Gross Rental Valuation (GRV), all other properties are rated according to their Unimproved Valuation (UV).

The general rates detailed for the 2024/25 financial year have been determined by Council on the basis of raising the revenue required to meet the estimated deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than general rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of local government services/facilities.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

2. RATES AND SERVICE CHARGES (CONTINUED)

(b) Interest Charges and Instalments - Rates and Service Charges

The following instalment options are available to ratepayers for the payment of rates and service charges.

Option 1 (Full Payment)

Full amount of rates and charges including arrears, to be paid on or before 11 October 2024 or 35 days after the date of issue appearing on the rate notice whichever is the later.

Option 2 (Two Instalments)

First instalment to be made on or before 11 October 2024 or 35 days after the date of issue appearing on the rate notice whichever is, later including all arrears and half the current rates and service charges; and

Second instalment to made on or before 14 February 2025, or 2 months after the due date of the first instalment, whichever is later.

Option 3 (Four Instalments)

First instalment to be made on or before 11 October 2024 or 35 days after the date of issue appearing on the rate notice whichever is, later including all arrears and half the current rates and service charges; and

Second instalment to made on or before 13 December 2024, or 2 months after the due date of the first instalment, whichever is later.

Third instalment to made on or before 14 February 2025, or 2 months after the due date of the first instalment, whichever is later.

Fourth instalment to made on or before 18 April 2025, or 2 months after the due date of the first instalment, whichever is later.

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates
		\$	%	%
Option one				
Single full payment	11/10/2024	0	0.0%	11.0%
Option two				
First Instalment	11/10/2024	0	0.0%	11.0%
Second Instalment	14/02/2025	11	5.5%	11.0%
Option three				
First Instalment	11/10/2024	0	0.0%	11.0%
Second Instalment	13/12/2024	11	5.5%	11.0%
Third Instalment	14/02/2025	11	5.5%	11.0%
Fouth Instalment	18/04/2025	11	5.5%	11.0%

	2024/25 Budget revenue	2023/24 Actual revenue	2023/24 Budget revenue
	\$	\$	\$
Instalment plan admin charge revenue	5,500	5,590	4,500
Instalment plan interest earned	7,500	7,273	3,500
Unpaid rates and service charge interest earned	17,000	31,043	15,300
	30,000	43,906	23,300

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

2. RATES AND SERVICE CHARGES (CONTINUED)

(c) Objectives and Reasons for Differential Rating

To provide equity in the rating of properties across the Shire the following rate categories have been determined for the implementation of differential rating.

Differential general rate

Description	Characteristics	Objects	Reasons
UV - Rural	This rating category covers properties with a unimproved valuation and predominant rural land use.	To provide a base level of rating for UV properties.	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	This rating category covers all Mining Leases, Exploration Licenses, Prospecting Licences, Retention Licences, 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.	To raise additional revenue to fund cost impacts to the Shire from mining activities.	This differential rate is higher than the 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	This rating category covers all properties with a UV valuation with any intensive usage which is significantly different from agricultural or horticultural production.	This differential rate is to raise additional revenue to fund cost impacts to the Shire from this type of development.	This category is rated higher to reflect the higher infrastructure maintenance required from commercial activities within a rural zone.
UV - Rural Residential	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.	To raise an equitable level of rates in comparison to other categories.	This category has a higher rate in the dollar than UV General to ensure that all properties can be rated equitably, including the ability to have a consistent minimum rate across all categories.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

3. NET CURRENT ASSETS

(a) Composition of estimated net current assets

		2024/25 Budget	2023/24 Actual	2023/24 Budget
	Note	30 June 2025	30 June 2024	30 June 2024
Current assets		\$	\$	\$
Cash and cash equivalents	4	4,458,182	8,398,140	5,337,484
Receivables		359,485	531,090	336,727
Other assets		(4)	41,014	7,883
		4,817,663	8,970,244	5,682,094
Less: current liabilities				
Trade and other payables		(739,315)	(940,094)	(700,949)
Capital grant/contribution liability		(1,566,089)	(3,474,279)	(2,327,540)
Long term borrowings	7	(236,162)	(228,377)	(380,208)
Employee provisions		(232,052)	(232,052)	(203,240)
		(2,773,618)	(4,874,802)	(3,611,937)
Net current assets		2,044,045	4,095,442	2,070,157
Less: Total adjustments to net current assets	3(b)	(2,044,045)	(2,343,567)	(2,070,157)
Net current assets used in the Statement of Financial Activity		0	1,751,875	0

(b) Current assets and liabilities excluded from budgeted deficiency

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

Adjustments to net current assets

Less: Cash - reserve accounts	8	(2,280,207)	(2,571,944)	(2,450,365)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings		236,162	228,377	380,208
Total adjustments to net current assets		(2,044,045)	(2,343,567)	(2,070,157)

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(c) Non-cash amounts excluded from operating activities

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

		2024/25 Budget	2023/24 Actual	2023/24 Budget
	Note	30 June 2025	30 June 2024	30 June 2024
Adjustments to operating activities		\$	\$	\$
Less: Profit on asset disposals	5	(138,251)	(31,103)	(65,582)
Add: Loss on asset disposals	5	17,526	6,418	0
Add: Loss on revaluation of non current assets		0	0	0
Add: Depreciation	6	2,445,800	2,444,078	2,706,950
Non-cash movements in non-current assets and liabilities:				
- Pensioner deferred rates		0	(5,537)	0
- Employee provisions		0	(13,636)	0
Non cash amounts excluded from operating activities		2,325,075	2,400,220	2,641,368

3. NET CURRENT ASSETS

(d) MATERIAL ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

TRADE AND OTHER PAYABLES

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

PREPAID RATES

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Superannuation

The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

LAND HELD FOR RESALE

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Shire's intentions to release for sale.

GOODS AND SERVICES TAX (GST)

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.

CONTRACT LIABILITIES

Contract liabilities represent the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

TRADE AND OTHER RECEIVABLES

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

Trade and other receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value.

Trade receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

PROVISIONS

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the determination of the net current asset position. The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the determination of the net current asset position.

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

4. RECONCILIATION OF CASH

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

	Note	2024/25 Budget	2023/24 Actual	2023/24 Budget
Cash at bank and on hand		\$ 4,458,182	\$ 8,398,140	\$ 5,337,484
Total cash and cash equivalents		4,458,182	8,398,140	5,337,484
Held as				
- Unrestricted cash and cash equivalents		611,886	2,351,917	559,579
- Restricted cash and cash equivalents		3,846,296	6,046,223	4,777,905
	3(a)	4,458,182	8,398,140	5,337,484
Restrictions				
The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:				
- Cash and cash equivalents		3,846,296	6,046,223	4,777,905
		3,846,296	6,046,223	4,777,905
The assets are restricted as a result of the specified purposes associated with the liabilities below:				
Financially backed reserves	8	2,280,207	2,571,944	2,450,365
Unspent capital grants, subsidies and contribution liabilities		1,566,089	3,474,279	2,327,540
		3,846,296	6,046,223	4,777,905
Reconciliation of net cash provided by operating activities to net result				
Net result		2,867,037	1,604,409	2,593,909
Depreciation	6	2,445,800	2,444,078	2,706,950
(Profit)/loss on sale of asset	5	(120,725)	(24,685)	(65,582)
(Increase)/decrease in receivables		171,605	100,925	300,000
(Increase)/decrease in other assets		41,018	(33,135)	0
Increase/(decrease) in payables		(200,779)	26,563	(88,838)
Increase/(decrease) in unspent capital grants		(1,908,190)	388,165	(908,667)
Increase/(decrease) in other provision		0	(300,000)	0
Increase/(decrease) in employee provisions		0	15,176	0
Capital grants, subsidies and contributions		(1,210,988)	(1,818,050)	(2,968,010)
Net cash from operating activities		2,084,778	2,403,446	1,569,762

MATERIAL ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are shown as short term borrowings in current liabilities in Note 3 - Net Current Assets.

FINANCIAL ASSETS AT AMORTISED COST

The Shire 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.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

5. PROPERTY, PLANT AND EQUIPMENT

The following assets are budgeted to be acquired and/or disposed of during the year.

	2024/25 Budget					2023/24 Actual					2023/24 Budget				
	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	
(a) Property, Plant and Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Land - freehold land	0	(65,000)	65,000	0	0	94,661	0	0	0	0	0	0	0	0	0
Buildings - non-specialised	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buildings - specialised	806,500	(52,465)	115,879	63,414	0	607,451	0	0	0	0	829,700	0	0	0	0
Furniture and equipment	152,440	0	0	0	0	32,557	0	0	0	0	49,039	0	0	0	0
Plant and equipment	715,667	(160,427)	225,000	74,837	(10,264)	263,248	(15,133)	39,818	31,103	(6,418)	715,270	(123,418)	189,000	65,582	
Total	1,674,607	(277,892)	405,879	138,251	(10,264)	997,917	(15,133)	39,818	31,103	(6,418)	1,594,009	(123,418)	189,000	65,582	
(b) Infrastructure															
Infrastructure - roads	2,291,532	0	0	0	0	1,158,043	0	0	0	0	1,588,689	0	0	0	0
Infrastructure - footpaths	1,717,606	0	0	0	0	120,035	0	0	0	0	679,414	0	0	0	0
Infrastructure - culverts and bridges	92,000	0	0	0	0	717,231	0	0	0	0	425,000	0	0	0	0
Infrastructure - other	1,638,420	(8,201)	939	0	(7,262)	509,361	0	0	0	0	2,742,428	0	0	0	0
Total	5,739,558	(8,201)	939	0	(7,262)	2,504,669	0	0	0	0	5,435,531	0	0	0	0
Total	7,414,165	(286,093)	406,818	138,251	(17,526)	3,502,586	(15,133)	39,818	31,103	(6,418)	7,029,540	(123,418)	189,000	65,582	

MATERIAL ACCOUNTING POLICIES

RECOGNITION OF ASSETS

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

GAINS AND LOSSES ON DISPOSAL

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

6. DEPRECIATION

By Class

Buildings - non-specialised
Buildings - specialised
Furniture and equipment
Plant and equipment
Infrastructure - roads
Infrastructure - footpaths
Infrastructure - drainage
Infrastructure - culverts and bridges
Infrastructure - other

By Program

Governance
Law, order, public safety
Health
Education and welfare
Housing
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

2024/25 Budget	2023/24 Actual	2023/24 Budget
\$	\$	\$
36,000	35,842	306,000
598,000	597,726	825,000
33,000	32,661	16,000
282,000	281,760	299,000
715,000	714,198	729,000
45,000	44,837	43,000
56,000	56,256	55,000
148,000	148,265	148,000
532,800	532,533	285,950
2,445,800	2,444,078	2,706,950
105,000	104,756	85,000
126,000	126,028	129,000
82,000	81,888	60,000
99,000	98,265	321,000
36,000	35,842	93,000
20,000	20,197	51,000
740,800	740,273	790,450
1,003,000	1,003,066	1,017,000
86,000	85,923	34,000
148,000	147,841	126,500
2,445,800	2,444,078	2,706,950

MATERIAL ACCOUNTING POLICIES

DEPRECIATION

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Major depreciation periods used for each class of depreciable asset are:

Buildings - non-specialised	10 to 100 years
Buildings - specialised	10 to 100 years
Furniture and equipment	4 to 10 years
Plant and equipment	5 to 15 years
Infrastructure - roads	10 to 80 years
Infrastructure - footpaths	30 years
Infrastructure - drainage	40-75 years
Infrastructure - culverts and bridges	75 years
Infrastructure - other	5 to 100 Years

AMORTISATION

The depreciable amount of all intangible assets with a finite useful life, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

The assets residual value of intangible assets is considered to be zero and useful live and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

7. BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

Purpose	Loan Number	Institution	Interest Rate	Budget Principal	2024/25 Budget Principal	Budget Principal outstanding	2024/25 Budget Interest	Actual Principal	2023/24 Actual Principal	Actual Principal outstanding	2023/24 Actual Interest	Budget Principal	2023/24 Budget Principal	Budget Principal outstanding	2023/24 Budget Interest
				1 July 2024	Repayments	30 June 2025	Repayments	1 July 2023	Repayments	30 June 2024	Repayments	1 July 2023	Repayments	30 June 2024	Repayments
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administration Centre	105	WATC	4.10%	(0)	0	(0)	0	148,485	(148,485)	(0)	(4,139)	148,485	(148,485)	0	(4,481)
Childcare Centre	100	WATC	6.42%	44,500	(21,547)	22,953	(2,517)	64,728	(20,228)	44,500	(3,405)	64,728	(20,228)	44,500	(3,836)
3 Pecan Place	94	WATC	6.45%	130,551	(18,457)	112,094	(8,128)	147,872	(17,321)	130,551	(9,160)	147,872	(17,321)	130,551	(9,263)
34 Hill Street	97	WATC	6.45%	132,396	(18,718)	113,678	(8,243)	149,962	(17,566)	132,396	(9,289)	149,962	(17,566)	132,396	(9,394)
Recreation Centre	106	WATC	3.36%	460,672	(70,528)	390,144	(14,891)	528,888	(68,216)	460,672	(16,517)	528,888	(68,217)	460,671	(17,202)
Recreation Centre	107	WATC	1.56%	618,541	(99,127)	519,414	(9,264)	716,140	(97,599)	618,541	(10,672)	716,140	(97,599)	618,541	(10,792)
				1,386,659	(228,377)	1,158,282	(43,043)	1,756,075	(369,416)	1,386,659	(53,182)	1,756,075	(369,416)	1,386,659	(54,968)

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

7. BORROWINGS

(b) New borrowings - 2024/25

The Shire does not intend to undertake any new borrowings for the year ended 30th June 2025

(c) Unspent borrowings

The Shire had no unspent borrowing funds as at 30th June 2024 nor is it expected to have unspent borrowing funds as at 30th June 2025.

(d) Credit Facilities

	2024/25 Budget	2023/24 Actual	2023/24 Budget
	\$	\$	\$
Undrawn borrowing facilities			
credit standby arrangements			
Bank overdraft limit	750,000	750,000	750,000
Credit card limit	50,000	50,000	50,000
Credit card balance at balance date	0	6,769	0
Total amount of credit unused	800,000	806,769	800,000
Loan facilities			
Loan facilities in use at balance date	1,158,282	1,386,659	1,386,659

MATERIAL ACCOUNTING POLICIES

BORROWING COSTS

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

8. RESERVE ACCOUNTS

(a) Reserve Accounts - Movement

	2024/25 Budget				2023/24 Actual				2023/24 Budget			
	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by council												
(a) Plant reserve	337,157	14,498	(155,000)	196,655	276,078	61,079	0	337,157	276,078	61,043	(121,343)	215,778
(b) Building reserve	411,288	217,685	(103,501)	525,472	299,279	112,009	0	411,288	299,278	111,971	0	411,249
(c) Community facility fund reserve	94,779	4,075	0	98,854	81,508	13,271	0	94,779	81,509	13,260	0	94,769
(d) Refuse site reserve	133,570	55,744	0	189,314	80,345	53,225	0	133,570	80,345	53,214	0	133,559
(e) Aged housing reserve	246,391	62,595	(90,000)	218,986	212,850	33,541	0	246,391	212,850	33,514	0	246,364
(f) Swimming pool reserve	306,718	13,189	0	319,907	221,472	85,246	0	306,718	221,471	85,218	0	306,689
(g) River crossing reserve	11	0	(11)	0	88,700	3,181	(91,870)	11	88,701	3,548	(92,249)	0
(h) Prepaid conditional grants reserve	0	0	0	0	203,985	0	(203,985)	0	203,985	0	(203,985)	0
(i) Unspent conditional grants reserve	0	0	0	0	7,978	0	(7,978)	0	7,978	0	(7,978)	0
(j) Public open space reserve	580,898	70,160	0	651,058	318,131	262,767	0	580,898	318,132	262,725	0	580,857
(k) Town weir reserve	461,132	19,829	(403,500)	77,461	251,056	210,076	0	461,132	251,058	210,042	0	461,100
(l) Community Gym	0	7,000	(4,500)	2,500	0	0	0	0	0	0	0	0
	2,571,944	464,775	(756,512)	2,280,207	2,041,382	834,395	(303,833)	2,571,944	2,041,385	834,536	(425,555)	2,450,365

(b) Reserve Accounts - Purposes

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Reserve name	Anticipated date of use	Purpose of the reserve
(a) Plant reserve	2024/2025	to fund the purchase of new or second hand plant and equipment
(b) Building reserve	2024/2025	to fund the requirements for maintenance, renewal, upgrade or new buildings and associated facilities
(c) Community facility fund reserve	Future	to fund the Shire's co-contribution towards projects received under the Community Facilities Fund
(d) Refuse site reserve	Future	to fund the establishment and operation of the refuse disposal facilities
(e) Aged housing reserve	2024/2025	to fund future maintenance, renewal and new aged housing developments
(f) Swimming pool reserve	2029/2030	to fund the maintenance and upgrade requirements of the swimming pool
(g) River crossing reserve	2024/2025	to fund the upgrading and refurbishment of river crossings
(h) Prepaid conditional grants reserve	N/A	to provide a mechanism for identifying prepaid grants where the expenditure will be incurred in the next financial year
(i) Unspent conditional grants reserve	N/A	to provide a mechanism for identifying conditional unspent grants where the expenditure will be undertaken in future years
(j) Public open space reserve	2025/2026	to fund the upgrade and rationalisation of Public Open Space and parklands within the Shire
(k) Town weir reserve	2024/2025	to fund renewal, replacement, upgrade and maintenance expenses related to the town weir.
(l) Community Gym	Future	to fund renewal, replacement, and upgrade of Community Gym infrastructure

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

9. OTHER INFORMATION

	2024/25 Budget	2023/24 Actual	2023/24 Budget
The net result includes as revenues	\$	\$	\$
(a) Interest earnings			
Investments	330,594	341,746	193,177
Other interest revenue	24,500	38,316	18,800
	355,094	380,062	211,977
The net result includes as expenses			
(b) Auditors remuneration			
Audit services	46,900	36,360	37,500
	46,900	36,360	37,500
(c) Interest expenses (finance costs)			
Borrowings (refer Note 7(a))	43,043	53,182	54,968
	43,043	53,182	54,968

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

10. ELECTED MEMBERS REMUNERATION

	2024/25 Budget	2023/24 Actual	2023/24 Budget
	\$	\$	\$
Elected member 1			
President's allowance	9,840	9,372	9,372
Meeting attendance fees	12,735	12,128	12,128
Annual allowance for ICT expenses	596	568	568
Travel and accommodation expenses	500	227	500
	23,671	22,295	22,568
Elected member 2			
Deputy President's allowance	2,460	2,343	2,343
Meeting attendance fees	6,637	6,064	6,064
Annual allowance for ICT expenses	596	568	568
Travel and accommodation expenses	500	557	500
	10,193	9,532	9,475
Elected member 3			
Meeting attendance fees	6,637	6,064	6,064
Annual allowance for ICT expenses	596	568	568
Travel and accommodation expenses	1,000	1,349	500
	8,233	7,981	7,132
Elected member 4			
Meeting attendance fees	6,637	6,064	6,064
Annual allowance for ICT expenses	596	568	568
Travel and accommodation expenses	500	0	500
	7,733	6,632	7,132
Elected member 5			
Meeting attendance fees	6,637	1,516	6,064
Annual allowance for ICT expenses	596	142	568
Travel and accommodation expenses	500	362	500
	7,733	2,020	7,132
Elected member 6			
Meeting attendance fees	6,637	1,516	6,064
Annual allowance for ICT expenses	596	142	568
Travel and accommodation expenses	500	0	500
	7,733	1,658	7,132
Elected member 7			
Meeting attendance fees	6,637	1,516	6,064
Annual allowance for ICT expenses	596	142	568
Travel and accommodation expenses	500	0	500
	7,733	1,658	7,132
Elected member - retired			
Meeting attendance fees	0	1,516	0
Annual allowance for ICT expenses	0	142	0
	0	1,658	0
Elected member - retired			
Meeting attendance fees	0	1,516	0
Annual allowance for ICT expenses	0	142	0
	0	1,658	0
Elected member - retired			
Meeting attendance fees	0	1,516	0
Annual allowance for ICT expenses	0	142	0
	0	1,658	0
Total Elected Member Remuneration	73,029	56,750	67,703
President's allowance	9,840	9,372	9,372
Deputy President's allowance	2,460	2,343	2,343
Meeting attendance fees	52,557	39,416	48,512
Annual allowance for ICT expenses	4,172	3,124	3,976
Travel and accommodation expenses	4,000	2,495	3,500
	73,029	56,750	67,703

**SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025**

11. REVENUE AND EXPENDITURE

(a) Revenue and Expenditure Classification

REVENUES

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specific area rates, minimum payment, interim rates, back rates, ex-gratia rates, less discounts offered.

Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

GRANTS, SUBSIDIES AND CONTRIBUTIONS

All amounts received as grants, subsidies and contributions that are not capital grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees.

Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. Regulation 54 of the *Local Government (Financial Management) Regulations 1996* identifies the charges which can be raised. These are television and radio broadcasting, underground electricity and neighbourhood surveillance services and water.

Exclude rubbish removal charges which should not be classified as a service charge. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST REVENUE

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

Gain on the disposal of assets including gains on the disposal of long-term investments.

EXPENSES

EMPLOYEE COSTS

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

Note *AASB 119 Employee Benefits* provides a definition of employee benefits which should be considered.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses (such as telephone and internet charges), advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc.

Local governments may wish to disclose more detail such as contract services, consultancy, information technology and rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)

Expenditures made to the respective agencies for the provision of power, gas or water.

Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

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

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation and amortisation expenses raised on all classes of assets.

FINANCE COSTS

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

OTHER EXPENDITURE

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

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

11. REVENUE AND EXPENDITURE

(b) Revenue Recognition

Recognition of revenue from contracts with customers is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of Revenue recognition
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval
Waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Adopted by council annually, set by mutual agreement	Applied fully based on timing of provision	Returns limited to repayment of transaction price	Output method based on goods

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

12. PROGRAM INFORMATION

Key Terms and Definitions - Reporting Programs

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire's Community Vision, and for each of its broad activities/programs.

OBJECTIVE

ACTIVITIES

Governance

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

Administration and operation of facilities and services to 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, immunisation services, operation of health centre, noise control and general public health administration.

Education and welfare

To provide services to the elderly, children and youth.

Operation of senior citizens centre and independent care units. Assistance to playgroups and other voluntary services.

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, 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, 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 standpipes. Building control services.

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, and other unclassified works and services.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

13. FEES AND CHARGES

	2024/25 Budget	2023/24 Actual	2023/24 Budget
	\$	\$	\$
By Program:			
Governance	780	613	580
General purpose funding	15,500	16,202	14,500
Law, order, public safety	51,500	84,281	36,500
Health	40,000	44,810	35,500
Education and welfare	179,933	198,981	191,391
Housing	54,600	52,538	55,900
Community amenities	469,443	462,012	427,570
Recreation and culture	103,500	95,394	61,350
Transport	37,250	59,619	35,250
Economic services	350,384	376,869	335,430
Other property and services	6,000	0	6,000
	1,308,890	1,391,319	1,199,971

The subsequent pages detail the fees and charges proposed to be imposed by the local government.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

SUPPLEMENTARY INFORMATION - CAPITAL PROJECTS

	TOTAL	Financing		
		Grants and Contributions	Sale Proceeds	General Revenue
Land and Buildings				
Building Asset Renewal	240,000	-	-	103,501
Solar Panels - Pavilion	30,000	-	-	-
Pound Complex	12,000	-	-	-
Visitor Centre - Airconditioning	30,000	-	-	-
Upgrade Interpretive Centre	85,000	-	-	-
Caravan Park Development	250,000	250,000	-	-
Recreation Centre - Swipe Card System	15,000	-	-	-
Pavilion - Upgrade Toilet Block	125,000	-	-	-
Pavilion - Aircon Group Fitness Room	7,000	-	-	-
Visitor Centre - Electronic Doors	12,500	-	-	-
	806,500	250,000	-	103,501
Furniture and Equipment				
IT Equipment - Server Replacement	50,207	-	-	-
CCTV Upgrades	46,145	-	-	-
Recreation Centre Upgrade Telecommunications	15,000	-	-	-
Recreation Centre - Display Cabinets	16,500	-	-	-
Town Brigade - PPC Racking	24,588	24,588	-	-
	152,440	24,588	-	-
Plant and Equipment				
4.5 Tonne Tipper	50,000	-	20,000	-
6 Tonne Truck	270,000	-	40,000	155,000
Skid Steer (NEW)	120,000	-	-	-
Mini Excavator (NEW)	70,000	-	-	-
DISPOSAL - Mitsubishi Pajero Sport	0	-	30,000	-
Replace Mitsubishi Pajero Sport (BT04)	45,000	-	30,000	-
Replace Toyota Hilux Ute (BT61)	45,000	-	40,000	-
DISPOSAL - Flail Mower - McConnell	0	-	40,000	-
DISPOSAL - Mitsubishi Fuso Tip Truck	0	-	25,000	-
Modifications - Service Truck	15,000	-	-	-
Backup Power - Admin & Recreation Centre	20,000	-	-	-
EV Charging Station	41,817	33,612	-	-
Newmarket Rd Standpipe	19,425	-	-	-
Crossman Rd Standpipe	19,425	-	-	-
	715,667	33,612	225,000	155,000
Infrastructure - Roads				
RTR - Mahogany Crt	11,840	11,840	-	-
RTR - Greenstone Way	29,534	29,534	-	-
RTR - Hill Street	44,505	44,505	-	-
RTR - Blue Gum Crt	24,029	24,029	-	-
RTR - Days Rd	42,000	42,000	-	-
RTR - Marradong	22,938	22,001	-	-
RRG - Crossman Rd	565,294	376,667	-	-
RRG - Lower Hotham Rd	400,039	266,667	-	-
RRG - Harvey Quindanning Rd	585,259	390,000	-	-
Forrest St Line Marking	9,000	-	-	-
Gravel Sheeting - Newmarket Rd	100,095	98,403	-	-
Acrod Parking in Town	7,000	-	-	-
Town Hall Carpark + Peppercorn Lane	450,000	272,136	-	-
	2,291,532	1,577,782	-	-
Infrastructure - Drainage				
Provide Kerbing alongside town road	12,000	-	-	-
Forrest Street Drainage	50,000	-	-	-
Williams Street Drainage	30,000	-	-	-
	92,000	-	-	-

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2025

SUPPLEMENTARY INFORMATION - CAPITAL PROJECTS

	TOTAL	Financing		
		Grants and Contributions	Sale Proceeds	General Revenue
Infrastructure - Footpaths				
Prussian - Footpath	67,606	-	-	67,606
Mountain Bike Trails	1,150,000	959,000	-	191,000
Tullis Bridge	500,000	-	-	500,000
	1,717,606	959,000	-	758,606
Infrastructure - Parks and Gardens				
Street Art/Mural Project	20,000	-	-	20,000
Regional Destination Signage	80,000	-	-	80,000
Standard Green, Blue & Brown Signage	10,000	-	-	10,000
Interpretive Signage	20,000	-	-	20,000
Upgrade Information Board	20,000	-	-	20,000
Community Club - Playground	93,600	93,600	-	-
Niche Wall	10,000	-	-	10,000
Darminning (Ranford Pool)	250,000	170,596	-	79,404
Marradong Fire Brigade Retaining Wall	48,130	-	-	48,130
Tennis Courts Retaining Wall	28,690	-	-	28,690
Yarning Circle	10,000	-	-	10,000
Lions Weir	828,000	10,000	-	403,500
Hotham Park Solar Lighting	20,000	-	-	20,000
Newmont Dump Truck	100,000	-	-	100,000
Swimming Pool - Pump/Filtration Upgrade	70,000	-	-	70,000
Crossman Brigade - Washdown Facility	15,000	13,000	-	2,000
Koolangka Park - Shade	15,000	-	-	15,000
	1,638,420	287,196	-	403,500
Total	7,414,165	3,132,178	225,000	3,394,986

2024-2025

FEES and CHARGES

Administration		Fee \$ (GST incl)	GST Y/N	GL Account
A4 Copies - Black & White	per page	\$0.70	Y	120340100
A4 Copies - Colour	per page	\$1.75	Y	120340100
A3 Copies - Black & White	per page	\$1.50	Y	120340100
A3 Copies - Colour	per page	\$3.25	Y	120340100
Laminating - A4		\$3.00	Y	120340100
Laminating - A3		\$5.00	Y	120340100
Rate Enquiry/Orders & Requisitions		\$113.00	N	120310150
Rates Notice Reprint	per notice	\$23.25	N	120310150
Direct Debit Administration Fee	per assessment	\$29.00	N	120310100
Special Arrangement to Pay Rates and Services Charges	per assessment	\$29.00	N	120310100
Rates Instalment Fee - 2 instalments	per assessment	\$11.00	N	120310100
Rates Instalment Fee - 4 instalments	per assessment	\$33.00	N	120310100
Search Fees e.g. Property File, general etc	minimum 1 hour	\$70.50	Y	120420400
Council Minutes (per copy) - <i>Free of charge on website</i>		\$63.00	Y	120420400
Shire of Boddington Special Series Number Plates (Department of Transport (DOT) Portion \$200.00)	DOT portion subject to change	\$350.00	Y	121052200

Freedom of Information (FOI)		Fee \$ (GST incl)	GST Y/N	GL Account
Application Fee for Non Personal Information	WA FOI Act 1992	\$30.00	N	120340110
Application Fee for Personal Information		NIL		NIL
FOI Photocopying	per A4 copy	\$0.20	N	120340110
Staff Time (Search and Discovery of Documents)	per hour	\$30.00	N	120340110
These charges are set in accordance with the provisions of the Freedom of Information Regulations 1993.				

Retirement Village & Independent Living Units		Fee \$ (GST incl)	GST Y/N	GL Account
Retirement Village - Units 4 & 5, Forrest Street	2 bed 1 garage	\$230.00	N	120820130
Retirement Village - Units 6 & 7, Forrest Street	3 bed 2 garage	\$260.00	N	120820130
Independent Living Units - Unit 8 To Unit 14, Forrest Street	2 bed 1 garage	\$250.00	N	120820150
Independent Housing Units - Hotham Ave - 4 units	2 bed 1 garage	\$185.00	N	120820100
Optional Gardening Service (Independent Living Village)	per month (Max 1 hour)	\$63.00	Y	120820100
Rental increases are to apply after tenants have been given 60 days' notice, as required by the Residential Tenancies Act 1987 (WA).				

Living Longer Living Stronger		Fee \$ (GST incl)	GST Y/N	GL Account
Initial Assessment Tier 1		\$85.00	Y	12082080
Initial Assessment Tier 2		\$60.00	Y	12082080
Casual Session Fee Tier 1		\$5.00	Y	12082080
Casual Session Fee Tier 2		\$5.00	Y	12082080

Youth Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Entry Fee		NIL	Y	120833000
Food and Beverage	as per seasonal price list		Y	120833000

Recreation Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day (9am to 12am)	Function Room Only	\$136.00	Y	121130350
Not for Profit - Half Day (4 Hour Slots)	Function Room Only	\$82.00	Y	121130350
Not for Profit - Per Hour	Function Room Only	\$27.00	Y	121130350
Not for Profit - Kitchen	Kitchen Only	\$57.00	Y	121130350
Commercial - Per Day (9am to 12am)	Function Room Only	\$311.00	Y	121130350
Commercial - Half Day (4 Hour Slots)	Function Room Only	\$187.00	Y	121130350
Commercial - Per Hour	Function Room Only	\$62.00	Y	121130350
Commercial - Kitchen (Per Day)	Kitchen Only	\$103.00	Y	121130350
Single Court	per hour	\$25.00	Y	121130350
Double Court	per hour	\$28.00	Y	121130350
Whole of Facility - weekly - includes courts & town oval	per event	\$4,815.00	Y	121130350
Whole of Facility - daily - includes courts & town oval	per event	\$687.00	Y	121130350
Facility Hire - Cleaning Fee	per hour	\$48.00	Y	121130350

2024-2025

FEES and CHARGES

Town Hall		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day (9am to 12am)	Function Room Only	\$113.00	Y	121110100
Not for Profit - Half Day (4 Hour Slots)	Function Room Only	\$68.00	Y	121110100
Not for Profit - Per Hour	Function Room Only	\$23.00	Y	121110100
Commercial - Per Day (9am to 12am)	Function Room Only	\$223.00	Y	121110100
Commercial - Half Day (4 Hour Slots)	Function Room Only	\$134.00	Y	121110100
Commercial - Per Hour	Function Room Only	\$45.00	Y	121110100

Ovals & Parks (Town Oval/Boddington Old School Oval/Foreshore)		Fee \$ (GST incl)	GST Y/N	GL Account
Ovals - Local Community Group	per use	\$130.00	Y	121130300
Ovals - Other	per use	\$443.00	Y	121130300
Foreshore	per use	\$130.00	Y	121130300
Town Oval - Light Usage - All Users	per use	\$38.00	Y	121130300

Sporting Club Hire Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Boddington Badminton Club	includes juniors	\$335.00	Y	121130900
Boddington Cricket Club	includes juniors	\$533.00	Y	121130900
Boddington Tennis Club	includes juniors	\$1,232.00	Y	121130900
Boddington Football Club	includes juniors	\$4,920.00	Y	121130900
Boddington Netball Club	includes juniors	\$1,232.00	Y	121130900
Boddington Basketball		\$135.00	Y	121130900
Introductory Sports Initial Fee		\$95.00	Y	121130900

Boddington Community Gym - BODDFIT		Fee \$ (GST incl)	GST Y/N	GL Account
Joining Fee		\$60.00	Y	121130290
Monthly Direct Debit		\$25.00	Y	121130290
Monthly Direct Debit (Youth)		\$20.00	Y	121130290
Monthly Direct Debit (Concession)		\$20.00	Y	121130290
3 Month Upfront		\$94.00	Y	121130290
3 Month Upfront (Youth)		\$75.00	Y	121130290
3 Month Upfront (Concession)		\$75.00	Y	121130290
Replacement Card		\$60.00	Y	121130290

Swimming Pool Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Season Family	immediate dependants only	\$270.00	Y	121120200
Season - Adult		\$120.00	Y	121120200
Season - Child 3-17 years		\$68.00	Y	121120200
Season - Aged and/or Concession Card Holder		\$70.00	Y	121120200
Daily - Adult		\$5.00	Y	121120200
Daily - Child 3-17 years		\$3.00	Y	121120200
Daily - Aged and/or Concession Card Holder		\$3.00	Y	121120200
Daily - School Entry		\$3.00	Y	121120200
Lane Hire	per lane, per hour	\$10.50	Y	121120200
After Hours Fee	per hour	\$75.00	Y	121120200
Vacswim	normal admission fee		Y	121120200
Intraschool Swimming Carnivals	no charge	No Charge		
Spectator Fee		\$1.00	Y	121120200

Medical Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Room 4	per day	\$55.00	Y	121370080

Bonds		Fee \$ (GST incl)	GST Y/N	GL Account
Access, Facility and Key	applicable to all hirers	\$120.00	N	TRUST
Cleaning	applicable to all hirers	\$120.00	N	TRUST
Gazebo	applicable to all hirers	\$120.00	N	TRUST

2024-2025

FEES and CHARGES

Electric Vehicle Charging		Fee \$ (GST incl)	GST Y/N	GL Account
Off Peak	Cents/kWh	\$0.45	Y	121370080
Peak	Cents/kWh	\$0.55	N	121370080

Cemetery Fees		Fee \$ (GST incl)	GST Y/N	GL Account
Burial		\$2,150.00	Y	121050200
Extra Depth (per 300 mm)		\$190.00	Y	121050200
Grave Re-Opening - Ordinary Grave - No Masonry		\$2,150.00	Y	121050200
Land for Graves - Grant of Right of Burial		\$195.00	N	121050200
Land for Graves - Exhumation Fee		\$2,600.00	Y	121050200
Land For Graves - Re-interment After Exhumation		\$1,300.00	Y	121050200
Monumental Work - Permission to Erect Headstone - Annual Permit		\$197.50	Y	121050200
Monumental Work - Permission to Erect Headstone - Single Permit		\$28.50	Y	121050200
Funeral Director's License - Annual Permit		\$520.50	Y	121050200
Funeral Director's License - Single Permit		\$88.00	N	121050200
Re-Issue of Grant of Burial/Registration of Assigned Grant		\$195.00	N	121050200
Penalty Fees - Internment of Oblong or Oversized Casket	additional fee	\$279.00	N	121050200
Penalty Fees - Internment on Weekend, Public Holiday or After Hours	additional fee	Cost + 10%	N	121050200
Disposal of Ashes - Spreading of Ashes		NIL		121050200
Disposal of Ashes - Second Internment - Second Plaque on Plate		Cost + 10%	Y	121050200
Disposal of Ashes - Placement of Ashes in Existing Family Grave 300mm Depth		\$280.00	Y	121050200
Reservations - Niche Wall - Single		\$195.00	Y	121050200
Reservations - Niche Wall - Double		\$278.25	Y	121050200
Miscellaneous Charges - Copy of Grant of Burial		\$36.50	Y	121050200
Miscellaneous Charges - Plaques		Cost + 10%	Y	121050200
Miscellaneous Charges - Plaque Installation Costs (Staff Labour)		\$160.00	Y	121050200

Caravan, Camping Sites, Overnight Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Caravan En-suite - Weekly	2 Adults & 2 Children	\$330.00	Y	121320600
Caravan En-suite - Single Night	2 Adults & 2 Children	\$55.00	Y	121320600
Caravan En- suite - Additional Persons		\$13.00	Y	121320600
Caravan Other Sites - Weekly	2 Adults & 2 Children	\$240.00	Y	121320600
Caravan Other Sites - Single Night	2 Adults & 2 Children	\$40.00	Y	121320600
Caravan Other Sites - Additional Persons		\$10.00	Y	121320600
Camping - Powered	2 Adults & 2 Children	\$30.00	Y	121320600
Camping - Non - Powered	2 Adults & 2 Children	\$20.00	Y	121320600
Camping - Additional Persons	Powered/Non-Powered Sites	\$7.00	Y	121320600
CMCA Caravan Club 10% discount on presentation of card			Y	121320600
Shower/Toilet Use Only		\$7.00	Y	121320600
Old Police Station	up to 4 persons	\$175.00	Y	121320650
Old Police Station - Additional Persons	maximum of 6 persons	\$30.00	Y	121320650
Old Police Station - Overflow Events Friday/Saturday	up to 4 persons	\$350.00	Y	121320380
Old Police Station - Overflow Events Friday/Saturday Additional Persons	maximum of 6 persons	\$32.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Adult	including Rodeo	\$32.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Child	including Rodeo	\$10.00	Y	121320380

Caravan, Long Term Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Long Term Accommodation - En-suite Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$210.00	Y	121320600
Long Term Accommodation - En-suite Weekly Additional Persons (28 continuous nights or more)	additional persons	\$52.50	Y	121320600
Long Term Accommodation - Other Sites Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$183.75	Y	121320600
Long Term Accommodation - Other Sites Weekly Additional Persons (28 continuous nights or more)	additional persons	\$37.00	Y	121320600

Increases are to apply after tenants have been given 60 days notice, as required by the Residential Parks (Long Stay Tenants) Act 2006 Section 11(1)(b)

2024-2025

FEES and CHARGES

Plant & Equipment/Private Works (Hourly)		Fee \$ (GST incl)	GST Y/N	GL Account
Grader	(includes operator) per hour	\$227.50	Y	121460050
Truck (Tandem 10m3)	(includes operator) per hour	\$214.25	Y	121460050
Loader	(includes operator) per hour	\$214.25	Y	121460050
Tractor	(includes operator) per hour	\$193.75	Y	121460050
Multi Tyred Roller	per hour plus mobilisation	\$201.75	Y	121460050
Massey Loader/Tractor	(includes operator) per hour	\$193.75	Y	121460050
Road Broom & Utility	(includes operator) per hour	\$214.25	Y	121460050
Footpath Sweeper	(includes operator) per hour	\$193.75	Y	121460050
Tractor & Slasher	(includes operator) per hour	\$227.50	Y	121460050
Utility & 1T Tipper Truck	(includes operator) per hour	\$101.00	Y	121460050
Supervisor - Including Vehicle	(includes operator) per hour	\$214.25	Y	121460050
Supervisor - Excluding Vehicle	per hour	\$113.00	Y	121460050
Labour Hire	per hour	\$101.00	Y	121460050
Labour Hire - Overtime - Time and a half	per hour	\$157.50	Y	121460050
Labour Hire - Overtime - Double Time	per hour	\$201.75	Y	121460050
Directional Signage				
Directional Signage Request	Per Sign	Cost + 10%	Y	121460050
Directional Signage Ordering, Manufacturing & Erection	Per Sign	Cost + 10%	Y	121460050
Directional Signage Return	Per Sign	Cost + 10%	Y	121460050

Water Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Standpipe Water - Use per kilolitre (or part thereof)	Minimum Fee \$11	\$11.00	N	120510100
Truck Bay Standpipe Water - Use per kilolitre (or part thereof)	Minimum Fee \$5.25	\$5.25	N	120510100
Standpipe Access Cards or Keys Bond	per card or key	\$120.00	N	TRUST

Ranger Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Animal Euthanasia Fee - (During Office Hours)		\$93.00	Y	120520200
Ranger Call Out Fee - Wandering Livestock, Animal Destruction & Illegal Burning (minimum charge of 3 hours)		\$160.50	Y	120520100
Transportation of Animals Impounded Per Vehicle Load or Part Thereof		Cost + 10%	Y	120520100
Wandering Livestock - Local Law Charge		\$253.50	Y	120520100
Additional Labour Fee For Dealing With Stock		\$91.50	Y	120520100
Impound Fee - Mon - Frid (Excluding Public Holidays)	8am - 5pm	\$72.50	Y	120520100
Impound Fee - All Other Times		\$194.50	Y	120520100
Impound Sustenance Fees - Dogs & Cats	daily fee	\$23.50	Y	120520100
Impound Sustenance Fees - Horses, Mules, Bulls, Geldings (per head)	daily fee	\$22.50	Y	120520100
Impound Sustenance Fees - Pigs, Rams, Lambs, Goats (per head)	daily fee	\$15.00	Y	120520100
Animal Trap Bond - Cat Trap Small, Dog/Fox Trap Large	per trap	\$120.00	Y	TRUST
Animal Trap Hire - Per Week	per trap	\$15.00	Y	120520400
Parking Local Laws		\$62.00	Y	120530400
Vehicles/Abandoned Vehicles Recovery - During Office Hours	plus tow vehicle & refuse charges	\$92.00	Y	120530300
Vehicles/Abandoned Vehicles Recovery - After Hours	plus tow vehicle & refuse charges	\$162.50	Y	120530300
Administration Fee - Unpaid or Overdue Infringements		\$35.00	Y	120530300

Dog Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Registration - Unsterilised 1 Year		\$50.00	N	120520300
Dog Registration - Unsterilised 3 Years		\$120.00	N	120520300
Dog Registration - Unsterilised - Lifetime		\$250.00	N	120520300
Dog Registration - Sterilised 1 Year		\$20.00	N	120520300
Dog Registration - Sterilised 3 Years		\$42.50	N	120520300
Dog Registration - Sterilised - Lifetime		\$100.00	N	120520300
Dog Registration - Pensioner Concession - 50% Of Above Fees			N	120520300
Dog Registration - Working Dogs - 25% Of Above Fees			N	120520300
Registration Of Dog Kept In Approved Kennel		\$200.00	N	120520300
Dangerous Dog - Annual Compliance Inspection - 1st Inspection		Free	N	120520300
Dangerous Dog - Annual Compliance Inspection - 2nd Inspection		\$100.00	N	120520300
All Dog Registration Fees Are Legislated In The Dog Act				

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FEES and CHARGES

Cat Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Cat Registration - Sterilised 1 Year		\$20.00	N	120520350
Cat Registration - Sterilised 3 Years		\$42.50	N	120520350
Cat Registration - Sterilised - Lifetime		\$100.00	N	120520350
Cat Registration - Pensioner Concession - 50% Of Above Fees			N	120520350
All Cat Registration Fees Are Legislated In The Cat Act				

Microchipping Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Microchipping		\$50.00	Y	120520350
Cat Microchipping		\$50.00	Y	120520350

Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Domestic Kerbside Refuse & Recycling Collection on Rate Notice		\$388.50	N	121010100
Commercial Kerbside Refuse & Recycling Collection on Rate Notice		\$388.50	N	121020400
Commercial/Domestic Additional Kerbside Refuse & Recycling Bin Service		\$388.50	N	121010600
Domestic/Commercial Refuse Service Only		\$304.50	N	121010100
Domestic/Commercial Recycling Service Only		\$99.75	N	121010100
Additional Commercial/Domestic Recycling Bin Service Only		\$99.75	N	121010600
Eligible Pensioners/Seniors - Kerbside Refuse & Recycling Collection on Rate Notice		\$300.00	N	121010100
Eligible Pensioners/Seniors - Additional Kerbside Refuse & Recycling Bin Service		\$388.50	N	121010600
Eligible Pensioners/Seniors - Domestic Refuse Service Only		\$231.00	N	121010100
Eligible Pensioners/Seniors - Additional Refuse Bin Service Only		\$304.50	N	121010100
Eligible Pensioners/Seniors - Recycling Bin Service Only		\$99.75	N	121010100

Tip Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Commercial - Disposal of 1m3 of Any Type of Waste	or part thereof	\$29.00	Y	121010300
Commercial - Disposal of Clean Green Waste per 1m3	or part thereof	\$7.50	Y	121010300
Asbestos Burial - per m3	or part thereof	\$200.00	Y	121010300
Septage Per Litre	cents per litre	\$0.35	N	121020500
Vehicle Bodies - Car		\$85.00	Y	121010300
Vehicle Bodies - Truck		\$170.00	Y	121010300
Out Of Hours Supervision Refuse Site Access By Prior Appointment - Excluding Public Holidays	minimum of 1 hour or part thereof	\$96.00	Y	121020500
Non-Commercial Mattress Disposal		\$35.00	Y	121010300
Commercial Mattress Disposal		\$60.00	Y	121010300
Refrigerated appliances (charge to de-gas) Includes Air Conditioners		\$21.00	Y	121010300

Health Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Offensive Trade (Fees) Regulations 1976 *,E.g. Piggery	per annum	\$298.00	N	120751000
Construction of Annex or Shed at Caravan Park		\$121.25	N	121040100
Lodging House Licence 6-15 persons	per annum	\$72.75	N	121340100
Lodging House Licence 16-25 persons	per annum	\$143.75	N	121040100
Lodging House Licence 26+ persons	per annum	\$209.25	N	121040100
Water Testing		\$99.00	N	120751000
Water Testing travel	per kilometre	\$1.00	N	120751000
Food Businesses				
Notification of Food Business*		\$82.50	N	120751000
Registration of Food Business*		\$247.25	N	120751000
Change of Ownership/ Business Details*		\$82.50	N	120751000
Application for Assessment (preliminary approval of plans)		\$211.75	N	120751000
Food Business Surveillance and Inspection Fee (pro rata may apply to new food businesses)				
a. Risk Category - High		\$300.00	N	120751000
b. Risk Category - Medium		\$200.00	N	120751000
c. Risk Category - Low		\$100.00	N	120751000
d. Risk Category - Very low and/or exempt (Community/Non Profit)		\$0.00	N	120751000
Late Payment Administration Fee		\$0.00	N	120751000
Family Day Care		\$100.00	N	120751000
Alfresco Dining		\$151.50	N	121040100

2024-2025

FEES and CHARGES

Health Charges (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Temporary Food Stall Permits (Events)				
Annual Application and Risk Assessment		\$197.50	N	120751000
Application and Risk Assessment – single day event		\$59.25	N	120751000
Every Additional Trading Day – per event		\$16.00	N	120751000
Stallholders Permit Per Day (Or Part Thereof) Community/Non Profit		No Charge	N	120751000
Waste Water Treatment System Fees				
Application for Effluent Disposal Assessment*		\$118.00	N	121030100
Issuing of Permit to Use*		\$118.00	N	121030100
Septic Tank Application - Local Government Report		\$118.00	N	121030100
Public Trading Permit				
Application Fee Per Annum – non refundable plus on issue or renewal		\$112.00	N	120751000
Permit Fee - Daily		\$34.70	N	120751000
Permit Fee – Monthly		\$167.50	N	120751000
Permit Fee - Annual		\$607.75	N	120751000
Inspections and Reports on Request				
Service Request Fee				
Inspection on Request (working hours)		\$193.50	N	120751000
Inspection on Request (after hours)		\$284.75	N	120751000
Sampling Fees				
Food, Water Sampling (excludes analytical and freight costs)		\$139.25	N	120751000
Routine Non-scheme Drinking Water - annual fee (excludes analytical and freight costs- charge at cost)		\$248.25	N	120751000
Routine Non-scheme Drinking Water - per sample (excludes analytical and freight costs- charge at cost)		\$87.75	N	120751000
Annual public swimming pool auditing/sampling - 1 to 2 samples		\$212.75	N	120751000
Annual public swimming pool auditing/sampling - > 2 samples		\$248.25	N	120751000
Lodging House Fees				
New and Annual Registration Fee		\$197.25	N	121040100
Personal Care Businesses, Skin Penetration				
Hairdressers, Personal Care and Skin Penetration Registration Fee		\$72.25	N	121040100
Annual Registration Renewal Fee		\$72.25	N	121040100
Other Applications/ Health Fees				
Environmental Health Officer - hourly fee		\$206.00	N	120751000
Public building Application Fee		\$211.75	N	120751000
Public Buildings Maximum Certification Costs*- Schedule 1 of Health (Public Buildings) Regulations 1992		\$871.00	N	120751000
All other Applications for Approval		\$214.25	N	120751000
Keeping of Bees Non-commercial Purposes		\$81.50	N	120751000
Offensive Trades License – per annum		\$298.00	N	120751000
Caravan Park License		\$200.00	N	120751000
*denotes the fees and charges that are prescribed by legislation				

Town Planning		Fee \$ (GST incl)	GST Y/N	GL Account
Development Application				
Determining a development application (other than for an extractive industry), where the development has commenced or been carried out	The fee in Development Application Fees* plus, by way penalty, twice that fee		N	121040100
Development Applications Fees*				
No more than \$50,000		\$147.00	N	121040100
More than \$50,000 but less than \$500,000	0.32% of projected cost		N	121040100
More than \$500,000 but less than \$2.5m	\$1,700 + 0.257% for every \$1 in excess of		N	121040100
More than \$2.5m but less than \$5m	\$7,161 + 0.206% for every \$1 in excess of \$2.5m		N	121040100
More than \$5m but less than \$21.5m	\$12,633 + 0.123% for every \$1 in excess of \$5m		N	121040100
More than \$21.5m		\$34,196.00	N	121040100
Determining a development application for an extractive industry where the development has commenced or been carried out	The fee for Extractive Industry plus, by way of penalty, twice that fee		N	121040100
Determining an application to amend or cancel development approval		\$295.00	N	121040100
Miscellaneous Development Applications*				
Application for home occupation		\$222.00	N	121040100
Determining an initial application for approval of a home occupation where the home occupation has commenced	The fee application for home occupation plus, by way of penalty, twice that fee			

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FEES and CHARGES

Town Planning (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Determining an application for the renewal of an approval of a home occupation where the application is made before the approval expires		\$73.00	N	121040100
Determining an application for the renewal of an approval of a home occupation where the application is made after the approval expired		The fee above plus, by way of penalty, twice that fee		
Application for change of use or for change of a non-conforming use where no new development is occurring		\$295.00	N	121040100
Extractive Industry		\$739.00	N	121040100
Determining an application for a change of use or for an alteration or extension or change of a non-conforming use to which item 2 does not apply, where the change or the alteration, extension or change has commenced or been carried out		The fee above plus, by way of penalty, twice that fee		
Strata Title Fees a) For a certificate under Section 5B(2)		\$121.00	N	121040100
Strata Title Fees b) For a certificate under Section 8A(f) or 9(3)		\$121.00	N	121040100
Development Assessment (DAP)*				
Not less than \$2m and less than \$7m		\$6,168.00	N	121040100
Not less than \$7m and less than \$10m		\$9,522.00	N	121040100
Not less than \$10m and less than \$12.5m		\$10,361.00	N	121040100
Not less than \$12.5m and less than \$15m		\$10,656.00	N	121040100
Not less than \$15m and less than \$17.5m		\$10,952.00	N	121040100
Not less than \$17.5m and less than \$20m		\$11,249.00	N	121040100
\$20m or more		\$11,544.00	N	121040100
An application under regulation 17 (Form 2:Amendment)		\$264.00	N	121040100
Scheme Amendments/Structure Plan				
Basic Structure Plan		\$1,000.00	N	121040100
Standard Structure Plan		\$2,750.00	N	121040100
Complex Structure Plan		\$5,000.00	N	121040100
Basic Structure Amendment		\$1,000.00	N	121040100
Standard Structure Amendment		\$2,750.00	N	121040100
Complex Structure Amendment		\$5,000.00	N	121040100
Local Development Plans		\$0.00	N	121040100
Revised Local Development Plans		\$600.00	N	121040100
Subdivisions				
Clearance Certificates				
Up to 5 lots (per lot)		\$73.00	N	121040100
6 - 195 lots (per lot) first 5		\$73.00	N	121040100
6 - 195 lots (per lot) thereafter		\$35.00	N	121040100
More than 195 lots (total)		\$7,393.00	N	121040100
Engineering Supervision Fees % contract price		\$1.50	N	121040100
Maintenance Bond (held for 12 months) % contract price		\$4.00	N	121040100
Open Planning Fees				
Issue of Zoning Certificate		\$73.00	N	121040100
Section 40 Certificate		\$82.00	N	121040100
Issue of Property Settlement Questionnaire		\$73.00	N	121040100
Issue of Written Planning Advice		\$73.00	N	121040100
Certificate of Title Search		\$85.00	N	121040100
Permanent Road Reserve Closure + Advertising Costs		\$1,000.00	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay		\$4,503.25	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay - Land Construction and Drainage Costs		Allowance	N	121040100
Planning Documents (All on Website)				
NB : Town Planning fees are set by legislation and the fee applicable at the time will be charged				

2024-2025

FEES and CHARGES

Building Services		Fee \$ (GST incl)	GST Y/N	GL Account
Application for Building Permit - Residential & Minor Buildings: Class 1 and Class 10		\$171.65 minimum		
Building Services Levy (BSL)*	\$value X 0.137%	\$61.65min	N	TRUST NO8
Building Permit - Uncertified*	\$value X 0.32% PLUS BSL	\$110.00min	N	121340100
Building Permit - Certified*	\$value X 0.19% PLUS BSL	\$110.00min	N	121340100
CTF Levy*				
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Building Permit - Commercial Buildings: Class 2 to Class 9		\$171.65 minimum		
Building Services Levy (BSL)*	\$value X 0.137%	\$61.65min	N	TRUST NO8
Building Permit - Certified*	\$value x 0.09% plus BSL		N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.				
Application for Building Permit Amendments - Minor Changes Under \$20,000				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Amended Building Permit – Uncertified or Certified		\$200 + BSL	N	121340100
Amending Builder's Details – Replacement Builder with no changes to plans		No charge	N	121340100
Amending Builder's Details – Replacement Builder with changes to plans. Priced on Application.		\$200 min	N	121340100
Resubmission due to amendments included with Notice of Completion. Priced on Application		\$198 min	N	121340100
Application to extend the time during which a building or demolition permit has effect*		\$110.00	N	121340100
Application for Occupancy Permit - Commercial Buildings: Class 2 to Class 9				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Occupancy Permit - Complete building (section 46)*		\$110.00	N	121340100
Temporary Occupancy Permit - Incomplete building (Section 47)*		\$110 + BSL	N	121340100
Occupancy Permit Modification - Additional use of a building on a temporary basis (Section 48)*		\$110 + BSL	N	121340100
Occupancy Permit Replacement - Permanent change of the building's use or classification (Section 49)*		\$110 + BSL	N	121340100
Replacement Occupancy Permit (Section 52)*		\$110 + BSL	N	121340100
Application for Demolition Permit		\$171.65 minimum		
Building Services Levy (BSL)*	\$value x 0.137%	\$61.65min	N	TRUST NO8
Residential Buildings: Class 1 or Class 10*		\$110 + BSL	N	121340100
Commercial Buildings: Class 2 to Class 9*	Per Storey	\$110.00	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Retrospective Approval - Residential & Minor Buildings: Class 1 and Class 10		\$233.30 minimum		
Building Services Levy (BSL)*	\$value x 0.274%	\$123.30min	N	121340100
Building Approval Certificate (Section 51)*	\$value x 0.38% plus BSL	\$110.00min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Retrospective Approval - Commercial Buildings: Class 2 to Class 9		\$233.30 minimum		
Building Services Levy (BSL)*	\$value x 0.274%	\$123.30 min	N	TRUST NO8
Occupancy Permit (Section 51)*	\$value x 0.18% plus BSL	\$110.00 min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%			TRUST NO7
Request for Certificate of Compliance				
Certificate of Design Compliance Class 2 to Class 9 Buildings Includes one inspection; additional inspections are charged at \$200 per hour.		\$600 min plus \$value x 0.1%	N	121340100
Certificate of Construction Compliance		\$600 min	N	121340100
Certificate of Building Compliance		\$600 min	N	121340100
Application to Vary Residential Design Codes or Fencing Local Law				
Residential Design Code Variation – Minor Structure Class 10		\$0.00	N	121340100
Residential Design Code Variation – New Residence or Additions/Alterations Class 1		\$556^	N	121340100
Residential Design Code Variation Review - Minor Structure Class 10		\$278^	N	121340100
Residential Design Code Variation Review – New Residence or Additions/Alterations Class 1		\$556^	N	121340100

2024-2025 FEES and CHARGES

Building Services (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Private Swimming Pool Inspections				
Swimming Pool Inspection		\$58.45	N	121340150
Swimming Pool Additional Inspections - upon request and charged per inspection		\$200 min	N	121340150
Miscellaneous Building Fees				
Written advice/consultation with a Building Surveyor	\$200 per hour	\$200 min	N	121340100
Installation of Annex (Rigid) or Park Home	\$200 per hour	\$200 min	N	121340100
Class 1 on Caravan Park & Camping Grounds				
Application for approval of battery powered smoke alarms (includes inspection)*		\$179.40	N	121340100
Application as defined in regulation 31		\$2,160.15	N	121340100
Kerb/Footpath Bond		\$2,388.00	N	TRUST
Rural Numbering (at time of Building License submitted)		\$99.00	Y	121218200
*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.				

9.3.4 Council Policy Review – Use of Common Seal and Execution of Documents

File Reference:	2.015
Applicant:	N/A
Previous Item:	Ordinary Council Meeting 25/23
Author:	Governance Coordinator
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.4A Draft Council Policy – Use of Common Seal and Execution of Documents 9.3.4B Current Council Policy - Use of Common Seal

Summary

Council is requested to adopt the revised Use of Common Seal and Execution of Documents as presented in Attachment 9.3.4A.

Background

The Policy was initially adopted in May 2021 as the Use of Common Seal Policy, and focussed purely on the protocols associated with administering the Common Seal. The Policy has since been updated to include information regarding the execution of documents, and has therefore undergone a change of name to Use of Common Seal and Execution of Documents.

Comment

The Policy provides guidance regarding the authorisations for the signing (execution) of specific types of documents in accordance with s9.49A of the *Local Government Act 1995*. The specific authorities established within the Policy are limited in accordance with the Shire's Register of Delegations.

Consultation

Nil

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

The *Local Government Act 1995* sets out the requirements for the execution of documents:

9.49A – Execution of Documents

- (1) *A document is duly executed by a local government if —*
- (a) *the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or*
 - (b) *it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.*

- (2) *The common seal of a local government is not to be affixed to any document except as authorised by the local government.*
- (3) *The common seal of the local government is to be affixed to a document in the presence of*
(a) the mayor or president; and
(b) the CEO,
Each of whom is to sign the document to attest that the common seal was so affixed.
- (4) *A local government may, by resolution, authorise the CEO, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.*
- (5) *A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.*
- (6) *A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.*
- (7) *When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.*

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The <i>Local Government Act 1995</i> requires documents to be duly executed through application of the common seal or by signing by authorised persons. The Use of Common Seal and Execution of Documents Policy aims to establish protocols to ensure that this can be achieved to avoid non-compliance with Section 9.49A of the Act.
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Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 128/24

Moved: Cr E Smalberger

Seconded: Cr L Lewis

That Council adopts the reviewed Use of Common Seal and Execution of Documents Policy as attached to this report at Attachment 9.3.4A.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley, Cr J Van Heerden

Against: Nil

Council Policy

Use of the Common Seal and Execution of Documents

Purpose

The purpose of this Policy is to establish protocols for affixing and administering the Shire of Boddington (Shire) Common Seal and authority for the Chief Executive Officer (CEO) and other nominated officers to sign (execute) documents on behalf of the Shire of Boddington, in accordance with the requirements of section 9.49A of the *Local Government Act 1995*.

Scope

This Policy applies to the Shire President, CEO and other nominated officers authorised to sign (execute) documents on behalf of the Shire.

Definitions

Term	Meaning
Policy	Is the Shire of Boddington policy titled "Use of the Common Seal and Execution of Documents".
Document	Any paper or electronic documents including communications such as letters and emails that convey a decision of Council, establishes an obligation on the Shire or is ceremonial.
Common Seal	Is the official seal used by the Shire of Boddington for the purposes of authentication and executing legal and other documents specified within this Policy.

Policy Statement

A document can be executed in one of the following ways:

- By affixing the Common Seal of the Shire of Boddington, in the presence of the Shire President and Chief Executive Officer in accordance with s.9.49A(3) of the Act; or
- Without affixing the Common Seal, signed by the Chief Executive Officer, another employee or an agent of the Shire who has been authorised to do so in accordance with s.9.49A(4) of the Act.

Common Seal

The Common Seal may be applied to documents that:

- Give effect to decisions of Council; or
- As detailed in this Policy in the section Specific Document Signing (Execution) Authorisations in accordance with s9.49A (4) of the *Local Government Act 1995*.

The Common Seal is to be applied in the presence of both the Shire President and the CEO (or Acting CEO or other senior employee authorised by the CEO).

The CEO is to be responsible for the safe custody and proper use of the Common Seal, and the maintenance of a register of each time the Common Seal is used.

General Document Signing (Execution) Authorities

Where a Shire officer has the written authority to make a decision ('written decision making authority') the officer has the authority to sign documents which give effect to that decision. Written decisions of authority are:

- a) Delegated Authority;
- b) Statutory Authority; or
- c) Operational Authorisation.

Where considered appropriate by the CEO, the Shire President may be requested to execute documents as a co-signatory with the CEO.

Specific Document Signing (Execution) Authorisations

The Shire has established the following categories to assist in determining appropriate signing authorities:

Category	Description
1	- The matter is specifically resolved by Council, which may be inclusive of a resolution to execute the resulting document under the Common Seal. - It is identified under this Policy that the matter requires the affixing of the Common Seal, commonly as a result of a historical internal or external practice.
2	- The matter is specifically or generally resolved by Council. - The matter is strategic and/or carries a significant (or lesser) level of financial or other risk, legal complexity of is politically sensitive.
3	- The matter is specifically or generally resolved by Council or may be subject to a Council policy or day to day operations at the determination of the CEO only. - The matter is strategic and/or carries a moderate (or lesser) level of financial or other risk, legal complexity of political sensitivity.
4	- The matter is mandated in the Shire's Council Plan or relates to the day to day operations of the Shire under the direction of the CEO or Executive. - The matter carries a minor or insignificant financial or other risk, legal complexity or political sensitivity.
Notes:	<i>Other documents and communications that relate to day to day, routine communications or transactions do not require specific authorisation under this Policy as they are subject to S5.41(d) of the Local Government Act 1995 which prescribes the CEO's duty to manage the day to day operations of the Shire.</i>

The table below provides authorisations for the signing (execution) of specific types of documents in accordance with s9.49(A) of the *Local Government Act 1995*. The specific authorities established in the table below are limited in accordance with the Shire's Register of Delegations.

Document Type	Category	Common Seal	Execution by Signature Only		
			Shire President	CEO	Executive Manager
(1) Local Laws – adoption, amendment or repeal.	1	✓	✗	✗	✗
(2) Local Planning Schemes and Amendments	1	✓	✗	✗	✗
(3) Any document relating to a disposition in property where that disposition is undertaken in accordance with s3.58 of the <i>Local Government Act 1995</i> .	1	(✓)	✗	✓	✗

(4) Any document required under a Development Approval or Subdivision condition that may also be required to be lodged with the Registrar of Titles (Landgate), including but not limited to: - Vesting documents. - Caveats. - Easements. - Restrictive Covenants. - Bonds and Contribution Agreements.	1	(✓)	x	✓	x
(5) Mortgages, Loans and Debentures.	1	✓	x	x	x
(6) State or Commonwealth Governments Funding Agreements.	2	x	x	✓	x
(7) Grants and Funding Agreements with non-Government entities.	2	x	x	✓	✓
(8) Memorandum of Understanding	2	x	x	✓	x
(9) Contracts, contract variations and other legal instruments, related to: - Procurements Contracts - Service Agreements - Hire Agreements - Heritage Agreements - Acquittal of planning conditions - Maintenance of the public realm	2	x	x	✓	✓
(10) Development, building, occupancy, subdivision and strata title approvals for Shire land.	3	x	x	✓	✓
(11) Applications to other Government Agencies on behalf of the Shire <i>Examples include Clearing Permits and commercial activity applications</i>	2	x	x	✓	✓
(12) Documents that fulfil a statutory local government duty or power , for which there is no power of delegation or authorisation and is a matter which constitutes a potential risk to the Shire.	4	x	x	✓	x
(13) Communications on behalf of the Shire with Commonwealth or State Ministers, Members of Parliament	2/3	x	✓	✓	x
(14) Communications on behalf of the Shire, relevant to the day to day operations of the Shire and subject to a level of political sensitivity or risk. <i>Examples include Directors General, Commissioners or CEOs of Commonwealth or State Government Departments or CEOs of industry lead bodies.</i>	3/4	x	x	✓	✓
(15) Ceremonial Certificates	3/4	x	✓	✓	x
(16) Employee Matters <i>Examples includes Enterprise Bargaining Agreements or Deeds of Settlement</i>	4	x	x	✓	x
(✓) Common Seal only to be applied where it is a legal requirement or is specified in the relevant document.					

Responsible Officer	Chief Executive Officer
History	Adopted 20 May 2021 (Resolution 49/21)

	Amended 23 March 2023 (Resolution 25/23) Amended
Delegation	
Relevant Legislation	S9.49A <i>Local Government Act, 1995</i>
Related Documentation	Procedure : Purchasing Authorisation limits Forms & Templates :

Purpose

The purpose of this Policy is to provide guidelines on the affixing of the Common Seal to ensure a balance of good governance with operational efficiencies.

Scope

This Policy applies to Shire of Boddington (Shire) Council Members and employees.

Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Use of Common Seal".

Policy Statement

In compliance with Section 9.49A of the Local Government Act 1995 and Part IV of the Local Government (Functions and General) Regulations 1996, the following applies to the use of the Common Seal.

9.49A of the Local Government Act 1995:

- a) The Common Seal cannot be affixed to a document except as authorised by Council (or, if the power is delegated, as authorised by the Chief Executive Officer); and
- b) The Common Seal is to be affixed to a document in the presence of:-
 - i. The Shire President (or, if Section 5.34 applies, the Deputy Shire President); and
 - ii. The Chief Executive Officer or a senior employee as authorised by the Chief Executive Officer.

Each of whom is to sign the document to attest that the Common Seal was affixed.

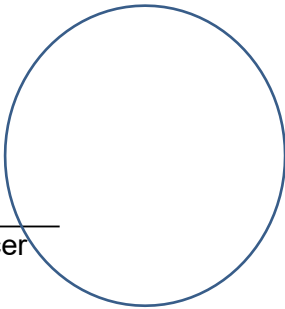
The following procedures are for the secure use of the common seal:

1. The Chief Executive Officer is to have charge of the Common Seal and is responsible for the safe custody and proper use of it.
2. The Common Seal is to be used only on the authority of Council given either generally or specifically and every document to which the seal is affixed is to be signed by the Shire President or, in their absence, the Deputy Shire President and the Chief Executive Officer or a senior employer authorised by him or her.
3. Administration is to record in a register each date on which the Common Seal was affixed to a document, the purpose of the document, and the number of copies sealed. A report listing the documents to which the Common Seal has been affixed is to be presented to the next Ordinary Meeting of Council.
4. The wording to accompany the application of the common seal is to be as follows:

Signed on behalf of the Shire of Boddington:
Dated this (date) day of (month) (year))
The Common Seal of the)
Shire of Boddington)
Was here unto affixed in the)
Presence of:)

Shire President
(Insert name)

Chief Executive Officer
(Insert Name)



Responsible Officer	Chief Executive Officer
History	Adopted 20 May 2021 (Resolution 49/21) Amended 23 March 2023 (Resolution 25/23)
Delegation	
Relevant Legislation	Section 9.49, Local Government Act 1995
Related Documentation	

9.3.5 Council Policy Review – Boddington Caravan Park

File Reference:	2.015
Applicant:	N/A
Previous Item:	Ordinary Council Meeting 25/23
Author:	Governance Coordinator
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.5A Draft Council Policy – Boddington Caravan Park 9.3.5B Current Council Policy – Boddington Caravan Park

Summary

Council is requested to adopt the amended Boddington Caravan Park Policy as presented in Attachment 9.3.5A.

Background

The Shire of Boddington manages the Caravan Park located on Wuraming Avenue. The Park consists of a mix of sites for short-term stays, as well as four sites that are currently dedicated to Long-Stay Tenants. These Tenants have been granted permission to reside in the Caravan Park for residential purposes for up to 12 months under a Long-Stay Agreement. The Long-Stay Agreements have an option to renew for up to a further 12 months and should the Tenant wish to renew the Agreement, notice in writing to the Park Operator no less than thirty days prior to the Agreement expiring is required.

Comment

In order to give the site the flexibility that it needs for any future improvements or expansions, it is proposed that the Boddington Caravan Park no longer accept any new Long-Stay Tenants, and that all sites vacated by an existing Long-Stay Tenant, transition into use for short-stay accommodation. All existing Long-Stay Agreements, however, continue to be honoured.

As the Policy stipulates that no new Long-Stay Agreements are to be entered into, occupants are required to vacate the Park after a maximum stay of three months. They are then required to be away from the Park for a period of three months before they are eligible to return.

Consultation

All current Long-Stay Tenants will be provided with a copy of the new Caravan Park Policy and assured that their existing Long-Stay Agreements are to be upheld, and their tenancy is secure.

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

The Shire of Boddington Caravan Park is governed by the *Caravan Parks and Camping Grounds Act 1995*, as well as the *Residential Parks (Long-stay Tenants) Act 2006*, which regulates the relationship between the operator of the park and tenants who live in them for

extended periods.

Policy Implications

Managing short-term stays can be simpler compared to long-term stays, as it reduces the need for Long-Stay Agreements and other related administrative tasks.

Financial Implications

Current tenants are required to pay rent and consumption-based charges for power as specified in their Long-Stay Agreement. This arrangement helps the Park maintain a level of income predictability.

Under the new Policy, sites vacated by an existing Long-Stay Tenant are to transition into use for the purpose of short-stay accommodation. Short-Stay Occupants are to be charged for use of the site as per the Shire's Fees and Charges.

Economic Implications

By not accepting new Long-Stay Tenants, the Park gains the flexibility to make changes or upgrades to the site without being constrained by long-term occupancy agreements. This can help to facilitate improvements, expansions, or other developments.

Social Implications

To address any uncertainty that existing Tenants might have about their future at the Park, the Shire will communicate with them and provided a copy of the proposed new Policy. This letter reassures them that their current Long-Stay Agreements are to be upheld.

It is important to recognise that some members of the community may be looking for alternative long-term accommodation options within Boddington. The Park's decision not to accept new Long-Stay Tenants could diminish its appeal to this market segment.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The Boddington Caravan Park's decision to cease accepting new Long-Stay Tenants and focus on short-stay accommodation provides an opportunity to target a new market segment. This approach can enhance the Park's operational flexibility, facilitate site improvements, and diversify its income streams. This shift, however, means that the Boddington Caravan Park is no longer available as a long-term accommodation option.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputation, Financial

Risk Action Plan (controls or treatment proposed)	The Shire remains transparent with the community about its intentions for the Boddington Caravan Park and continues to advocate for long-term housing options within the Shire of Boddington.
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Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 129/24

Moved: Cr A Ryley

Seconded: Cr J Van Heerden

That Council adopts the reviewed Boddington Caravan Park Policy as attached to this report at Attachment 9.3.5A.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden

Against: Nil

Council Policy

Boddington Caravan Park

Purpose

The purpose of this Policy is to enable smooth, efficient operation and to outline the Terms and Conditions with regards to the Boddington Caravan Park.

Scope

This Policy applies to the day to day operations of the Boddington Caravan Park, its employees and occupants.

Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Boddington Caravan Park".
Long-Stay Tenant	Person/s residing in the Caravan Park for residential purposes for three months or more under a Long-Stay Agreement, and who are covered under the provisions of the <i>Residential Parks (Long-stay Tenants) Act 2006</i>
Long-Stay Agreement	An agreement made between a Long-Stay Tenant and the Park Operator granting the Long-Stay Tenant the right to occupy a Relocatable Home as their principle place of residence on a site at the Caravan Park.
Short-Stay Occupant	Person/s residing in the Caravan Park for recreational, vacation, or transient purposes, for less than three months.
Relocatable Home	As defined in the <i>Residential Parks (Long-stay Tenants) Act 2006</i> - A vehicle, building or other structure that is designed for use as a residence (whether or not it includes bathroom or toilet facilities) and can be parked, assembled or erected on a site within the Caravan Park.
Park Operator	The Chief Executive Officer of the Shire of Boddington.
Caravan Park Manager	Person/s appointed by the Park Operator to run the Boddington Caravan Park.

Policy Statement

Sites

- Sites with concrete slabs are to be used for all Long-Stay Tenants. Tenants are not to be accommodated on grass sites.
- Use of the slabs and numbers of Long-Stay Tenants is to depend on the size of the Relocatable Home, whether they can be accommodated on the respective site, and their compliance with the requirements of the *Caravan Parks and Camping Grounds Regulations 1997*.
- Short-Stay Occupants can be accommodated on grassed sites or on cement slabs if they are

not being used for Long-Stay Tenants.

- When a Long-Stay Tenant vacates a site, it then becomes available for use as short-stay accommodation.
- Short-Stay Occupants and Long-Stay Tenants are permitted to have the following items on sites:
 - Caravan and flexible annex;
 - One motor vehicle only per site;
 - Portable/temporary items such as gazebos, temporary fencing and shade structures may be permitted, provided they are adequately secured and are not considered to be an imposition on the site.
 - More permanent structures such as rigid annexes, carports and sheds require approval to be constructed by the Park Operator. The provisions of the *Caravan Parks and Camping Grounds Regulations 1997* apply in relation to these structures. Applications to erect these structures is to be in writing to the Park Operator and include all necessary documentation and the requisite fee. Approval to erect these structures is to be in writing and is at the Park Operators discretion taking into account the sizes involved and the distances required by legislation.

Fees and Charges

- Site rental fees are to be set by Council as part of the budget process each year.
- Long-Stay Tenants are to pay site fees and electricity in accordance with the Long-Stay Agreement. Electricity is to be charged on a unit-used basis and the cents per unit charged as per the *Electricity Industry (Caravan Park Operators) Exemption Order 2005*. Electricity meters are read on a monthly basis.
- Short-Stay Occupants are to be charged for site use as per the Shires Fees and Charges. Site fees are to be paid in advance up to and including the day of departure.

Tenancy

- The Boddington Caravan Park is no longer accepting any new Long-Stay Tenants, however, all existing Long-Stay Agreements are to be honoured.
- The period of tenancy for Long-Stay Tenants is to be as per the date on the Long-Stay Agreement, unless terminated as per the requirements of the *Residential Parks (Long-stay Tenants) Act 2006* and *Regulations* by either the Park Operator or the Tenant.
- Long-Stay Agreements are limited to a twelve month period. Twelve monthly extensions may be granted at the discretion of the Park Operator. Should the Tenant wish to renew the Agreement, notice in writing to the Park Operator no less than thirty days prior to the Agreement expiring is required.
- Short-Stay Occupants are required to vacate the Park after a maximum stay of three months. They are then required to be away from the Park for a period of three months before they are eligible to return.
- The Park Operator reserves the right to terminate any tenancy immediately at its absolute discretion.
- All persons using the Caravan Park are required to provide the following information: name, address, phone number, driver's license number, vehicle registration number, caravan registration number (where applicable), and dependant's names (where applicable). The Park Operator also aims to capture the name and contact details of next of kin or an

emergency contact.

Disputes Procedures

- Any complaints regarding the management of the Caravan Park are to be in writing to the Park Operator who is to investigate the complaint and respond in writing to the complainant.
- Should a breach of the Caravan Park Terms and Conditions (Rules) or the requirement of the Long-Stay Agreement occur, a verbal warning is to be issued by the Park Operator. Should further breaches continue, a Notice of Breach is to be used giving a time frame required to remedy the breach/s. Further breaches may result in termination of the tenancy.

Caravan Park Terms and Conditions (Rules)

- The Park Operator is to prepare and maintain a schedule of Caravan Park Terms and Conditions (Rules) to provide for the orderly functioning of the Caravan Park.
- The Caravan Park Terms and Conditions (Rules) are to be amended and updated by the Park Operator as required. A copy of the amended Terms and Conditions (Rules) is to be provided to all Tenants of the Caravan Park at the time of adoption.
- Any breach of the Terms and Conditions (Rules) is to be dealt with as per the Disputes Procedures outlined in the Policy.
- A copy of the Terms and Conditions (Rules) is to be provided to all Tenants and Tourists when they commence their stay.

Responsible Officer	Executive Manager Corporate Services
History	Adopted 15 December 2015 (Resolution 129/15) Amended 23 March 2023 (Resolution 25/23)
Delegation	
Relevant Legislation	Caravan Parks and Camping Grounds Act 2006 Residential Parks (Long-stay Tenants) Act 2007 Caravan Parks and Camping Grounds Regulations 1997
Related Documentation	Forms & Templates : Caravan Park Long Stay Agreement Notice of Breach Caravan Park Complaint Form

Purpose

The purpose of this Policy is to enable smooth, efficient operation and to outline rules and procedures with regards to the Boddington Caravan Park.

Scope

This Policy applies to the day to day operations of the Boddington Caravan Park, its employees and residents.

Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Boddington Caravan Park".
Permanent	Person/s residing in the Caravan Park for residential purposes for three months or more and who are covered under the provisions of the Residential Parks (Long-stay Tenants) Act 2007.
Semi-Permanent	Person/s residing in the Caravan Park for longer than twenty eight nights consecutively, but less than three months.
Tourist	Person/s residing in the Caravan Park for holiday purposes, usually for a very short period of time.
Park Operator	The Chief Executive Officer of the Shire of Boddington.
Caravan Park Manager	Person/s appointed by the Park Operator to run the Boddington Caravan Park.

Policy Statement

Sites

- Sites with concrete slabs are to be used for all permanents and semi-permanents. Permanents and semi-permanents are not to be accommodated on grass sites.
- Use of the slabs and numbers of permanents and semi-permanents is to depend on the size of the caravans and whether they can be accommodated on the respective site and comply with the requirements of the Caravan Parks and Camping Grounds Regulations 1997.
- Tourists can be accommodated on grassed sites or on cement slabs if they are not being used for permanents or semi-permanents.
- A waiting list is to be established and maintained for those for which a site is not available. The following information is required:
 - Name
 - Contact details
 - Length of Caravan
 - Number of persons staying

When a site becomes available, the next suitable person on the waiting list is to be contacted. Please note that due to the size of caravans and the size of the site available, the next in line on the waiting list may not be offered the site.

- Permitted items:
 - Caravan and flexible annex;
 - One motor vehicle only per site;
 - Portable items such as gazebos, temporary fencing, and shade structures may be permitted by the Park Operator – request for the items is to be in writing and approval is to be at the Park Operators discretion and given in writing;
 - More permanent structures such as rigid annexes, carports, and sheds require approval to be constructed by the Park Operator. The provisions of the Caravan Parks and Camping Grounds Regulations apply in relation to these structures. Applications to erect these structures is to be in writing to the Park Operator and include all necessary documentation and the requisite fee. Approval to erect these structures is to be in writing and is at the Park Operators discretion taking into account the sizes involved and the distances required by legislation.

Fees and Charges

- Site rental is to be set by Council as part of the budget process each year.
- Permanents are to pay site fees and electricity. Electricity is to be charged on a unit used basis and the cents per unit charged as per the Electricity Industry (Caravan Park Operators) Exemption Order. Electricity meters are to be read on a fortnightly basis.
- Semi permanents are to be charged site fees as per Shires Fees and Charges and are to be charged for electricity used after twenty eight continuous nights on the site.
- Tourists are to be charged for site use as per Shires Fees and Charges.
- A charge of \$50 is to be levied for the preparation of any site tenancy agreement.
- Rent and electricity can be paid at the Shire Offices. Rent is to be paid in advance every fortnight on the day nominated in Clause Seven of the Tenancy Agreement for permanents. Rent is to be paid in advance every fortnight or part thereof for the length of stay for semi-permanents. Tourists are to pay all site fees in advance up to and including their day of departure.

Tenancy

- Tenancy for permanents is to be as per the date on the Tenancy Agreement unless terminated as per the requirements of the Residential Parks (Long-stay Tenants) Act and regulations by either the Park Operator or the tenant.
- A Fixed Term Site-only Agreement is the only option offered.
- Each permanent is to sign an initial tenancy agreement for a three month period. At the expiry of the three month period, the tenant may be offered an extended tenancy. Tenancy periods after the initial three months are limited to a twelve month period. Twelve monthly extensions after the initial twelve months tenancy may be granted at the discretion of the Park Operator. Should the tenant wish to renew the lease, notice in writing to the Park Operator no less than thirty days prior to the lease expiring is required.
- Semi-permanents have no security of tenancy on the site and are required to fill in a Form 1

advising the length of time they require the site for. Extensions to the length of stay is at the discretion of the Park Operator. Rent for the site is to be paid at least one week in advance.

- Tourists have no security of tenancy and are required to pay for the number of days they are staying in advance.
- The Park Operator reserves the right to terminate any tenancy immediately at its absolute discretion.
- All persons using the Caravan Park are required to fill out a form detailing name, address, phone number, driver's license number, vehicle registration number, caravan registration number, dependant's names, and name, address and contact details of next of kin or an emergency contact.

Disputes Procedures

- Any complaints regarding the management of the Caravan Park are to be in writing to the Park Operator who is to investigate the complaint and respond in writing to the complainant.
- Should a breach of the Caravan Park Rules or the requirement of the lease occur, a verbal warning is to be issued by the Park Operator. Should further breaches continue, a Notice of Breach is to be used giving a time frame required to remedy the breach/s. Further breaches may result in termination of the tenancy.

Caravan Park Rules

- The Park Operator is to prepare and maintain a schedule of Caravan Park Rules to provide for the orderly functioning of the Caravan Park.
- The Caravan Park Rules are to be amended and updated by the Park Operator as required. A copy of the amended rules is to be provided to all tenants of the Caravan Park at the time of adoption.
- Any breach of the rules is to be dealt with as per the Disputes Procedures outlined in the Policy.
- A copy of the rules is to be provided to all residents when they comment their stay.

Responsible Officer	Executive Manager Corporate Services
History	Adopted 15 December 2015 (Resolution 129/15) Amended 23 March 2023 (Resolution 25/23)
Delegation	
Relevant Legislation	Caravan Parks and Camping Grounds Act Residential Parks (Long-stay Tenants) Act 2007 Caravan Parks and Camping Grounds Regulations 1997
Related Documentation	Forms & Templates : Caravan Park Long Stay Agreement Form 1 Notice of Breach Caravan Park Complaint Form

9.3.6 Proposed Lease Agreement – Boddington Lions Club

File Reference:	3.0046
Applicant:	N/A
Previous Item:	Nil
Author:	Governance Coordinator
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.6A Draft Lease Agreement – Boddington Lions Club

Summary

Council is requested to consider entering into a lease with the Boddington Lions Club for the land located at 27 Pollard Street, Boddington. This land is Part of Reserve 14977 vested in the Shire of Boddington for the purpose of Recreation and Community Centre use. The land is shown on the Plan in Annexure 1 of the attached Lease Agreement and highlighted in orange.

Background

The Lions Club previously held a lease over the site that expired in June 2010. At that time, the Lions Club did not exercise the option to extend the lease for an additional 10 years, which would have extended the lease term to June 2020. Subsequently, a new lease was executed in April 2011, which expired in March 2021.

As of March 2021, the lease transitioned into a Hold Over period, allowing continued use of the premises while a new lease agreement was being negotiated and finalised.

Following a series of negotiations, a draft of the new lease agreement has been prepared. This draft is available for review in Attachment 9.3.6A.

Comment

The new lease has been prepared in line with the Council's Leasing Policy, which stipulates a standard rent of \$500 for not-for-profit entities that generate periodic or regular income from their activities.

Lease details (Attachment 9.3.6A) contain the following:

Commencement Date:	September 2024
Term:	5 years
Expiry Date:	September 2029
Contribution:	\$500 per annum exclusive of GST
Permitted Use:	The land shall be used solely for the provision of Rodeo and Equestrian events and General Entertainment.
Option to Renew:	One (1) further term option of five (5) years

The standard community lease structure requires the Lessee to handle general maintenance for wear and tear, as well as insurance, as detailed in the Lease Schedule. Additionally, the Lions Club is required to cover the annual waste collection costs.

Insurance responsibilities will follow the Shire of Boddington's standard lease terms, with the Lessee required to provide evidence of Public Liability Insurance, Volunteer Insurance, Workers Compensation Insurance, and Contents Insurance (if applicable) prior to signing the lease. This documentation must be submitted annually upon renewal of the insurance policies.

Consultation

Shire Officers have been liaising with members of the Boddington Lions Club in order to develop the draft lease.

As the proposed lease is deemed exempt from the property disposition requirements outlined in section 3.58 of the *Local Government Act 1995*, the Shire was not required to go through a public consultation process.

Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

The *Local Government Act 1995* sets out the requirements for the disposition of property.

As per the *Local Government (Functions and General) Regulations 1996* the proposed lease is deemed exempt from the property disposition requirements outlined in section 3.58 of the Act.

Section 30 - Dispositions of property excluded from Act s. 3.58

- (1). A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2). A disposition of land is an exempt disposition if —
 - (a) the land is disposed of to an owner of adjoining land (in this paragraph called the *transferee*) and —
 - (i) its market value is less than \$5,000; and
 - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;or
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;

Policy Implications

The leasing of Council Property is done so in accordance with the Council Policy – Leasing.

Financial Implications

The lease is proposed to be offered on the basis of \$500 per annum exclusive of GST.

Economic Implications

The Boddington Rodeo is the community's hallmark event and reinforces the economic multiplier effect for local businesses, as the temporary increase in population facilitates additional opportunities to buy local. The lease will enable the applicant to forward plan more effectively to improve the visitor experience and support repeat visitation each year.

Social Implications

The lease will enable the applicant to continue delivering projects and programs that foster social connection and improve quality of life for Boddington residents. The local significance of the Rodeo grounds reinforce a sense of civic pride, identity and cohesion between community members.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Entering into a new lease with the Boddington Lions Club formalises use of the site and secures the location for events such as the Rodeo. The economic and social benefits of hosting events such as this, which support local businesses and community cohesion, are significant. The insurance and liability risks in relation to the lease terms are managed through sourcing relevant insurance Certificates of Currency prior to commencement.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	Given that the land is under a Management Order, permission from the Department of Planning Lands and Heritage will be sought in relation to the lease.

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 130/24

Moved: Cr P Carrotts

Seconded: Cr E Smalberger

That Council approve a 5 year lease with the Boddington Lions Club at \$500 per annum (exclusive of GST) with a 5 year option, for the premises located on a portion of Reserve 14977, 27 Pollard Street Boddington, as per Attachment 9.3.6A.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley, Cr J Van Heerden

Against: Nil

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

LION'S CLUB OF BODDINGTON INC

("Lessee")

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THIS DEED is made X September 2024.

BETWEEN

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

AND

LIONS CLUB of BODDINGTON INC, PO Box 123 Boddington Western Australia 6390
('Lessee')

RECITALS:

- A. The Lessor is the management body in respect of the land.
- B. Under Management Order XE K149864 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 CONVENANT 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 in 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 responsibility 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 any 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.

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; or
- (q) 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 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**

LION'S CLUB OF BODDINGTON INC, PO Box 123, Boddington, Western Australia, 6390 ("Lessee").

3. **Land**

The land located at and known as 27 Pollard Street, Boddington Western Australia and being Part of Reserve 14977 vested in the Shire of Boddington for the purpose of Recreation and Community Centre being all that land as shown on the Plan in Annexure 1 and highlighted in orange.

4. **Leased Premises**

The land shall be used solely for the provision of Rodeo and Equestrian events and General Entertainment.

5. **Authorised Use**

Recreation and Community Centre

6. **Commencement Date**

X September 2024.

7. **Term**

The Term shall be a term of FIVE (5) years commencing on the Commencement Date and ending on the X September 2029.

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 are to be paid by the Lion's Club of Boddington.

9. **Further Term**

One (1) further term option of five (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

The Landlord may temporarily hold livestock in the stockyards located on the Land when the need arises unless the Tenant is using or intends to use the stockyards at the same time, provided the Landlord notifies the Tenant of its intention to do so.

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

Date: _____

LION'S CLUB OF BODDINGTON INC)
was hereunto signed in accordance)
with its Constitution in the presence of:)

Print Name:
President:

Print Name:
Secretary:

Date: _____

Reserve



SCHEDULE 3

Department of Planning, Lands and Heritage Approval

9.4 INFRASTRUCTURE SERVICES

9.4.1 Proposed Changes for Opening Hours of the Refuse Site

File Reference:	2.099
Applicant:	Nil
Previous Item:	Ordinary Council Meeting 100/24
Author:	Executive Manager Infrastructure Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.4.1.A Feedback Tip Opening Hours July 2024

Summary

The proposal recommends adopting the changes of opening days and hours of the Shire of Boddington Refuse Site (Tip) following community consultation.

Background

Council resolved at the June 2024 Ordinary Council Meeting changes to the opening hours of the refuse site as follows;

That Council:

- 1. Provide in-principle support for changes to the operating hours of the refuse site on Robins Rd from 1 August 2024 to:**
 - Wednesday from 8am until 1pm
 - Saturday from 8am until 1pm
 - Sunday from 8am until 1pm
- 2. Note that public consultation will be undertaken on the proposed changes.**
- 3. Approve, subject to no significant adverse feedback being received, the changes to operating hours, noted in point 1. of this recommendation.**

Community consultation was undertaken regarding the proposed new opening hours, with 16 responses received.

The current operating hours and days of the refuse site have been in place for several years without revision. Following difficulties in staff retention, primarily due to the lack of two consecutive days to have a 'weekend' and the middle of the day shifts on Saturday and Sunday, as well as informal comments suggesting the community may prefer earlier opening times, consultation was undertaken to gain feedback.

The current schedule of work for the tip is:

Day	Hours of operation	Total Hours	Average Vehicle Count
Tuesday	10am until 3pm	5 hours	18
Thursday	11am until 3pm	4 hours	14
Saturday	11am until 3pm	4 hours	20
Sunday	11am until 3pm	4 hours	22
Total		17hours/week	74/week

Comment

While some comments supported the changes, the majority were resistant to the changes. Additionally, a few comments were suggesting longer opening hours or opening every days. Due to resourcing restrictions, the latter proposal is not possible at this stage.

It is proposed to introduce changes which address community concerns regarding accessibility and convenience, while ensuring operational efficiency and maintaining service quality.

The option to have only one day open during week days would give the opportunity to the Tip Attendant to have two sets of two consecutive days off in a row.

It is therefore proposed that the revised opening hours of the Tip are amended to:

- Wednesday from 9am until 2pm
- Saturday from 9am until 2pm
- Sunday from 9am until 2pm

This proposal does reduce the total hours per week from 17 to 15, however, given the overall low volume of tip traffic, and extended hours on weekends, when the tip is the most heavily utilised, it is not expected to significantly impact service levels for the community.

Currently Avon Waste is accessing the refuse site on Tuesday's as part of their kerbside collection. The Shire of Boddington will continue to supply Avon Waste with access to the facility at their convenience.

A 3 month trial period will allow to monitor the operations and efficiency of the new opening hours to ensure the changes are beneficial for both the community and the Shire of Boddington.

Consultation

Community consultation on social platforms during the month of July for a period of 2 weeks.
Outside crew

Strategic Implications

Aspiration	People
Outcome 5	Shared responsibility for climate action and environmental sustainability
Objective 5.2	Provide sustainable waste management

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

A minor cost will be incurred to change existing signage.

Economic Implications

The level of service will remain efficient by carefully managing operational costs and aligning

services with community needs, the facility can maintain financial stability. This stability helps prevent unexpected budget shortfalls that could impact other community services and prospect to retain employee into the position.

Social Implications

Changing the tip hours can positively impact the community by improving access and convenience, particularly with extended weekend hours. This can lead to higher satisfaction, better compliance with waste management, and enhanced community health by reducing waste overflow and environmental stewardship among residents.

Environmental Considerations

Efficient waste management during peak times can reduce the environmental impact of waste disposal. A well-managed waste facility helps maintain community cleanliness and supports sustainability efforts.

Risk Considerations

Risk Statement and Consequence	The primary risks are the lack of ability to attract and retain staff at the refuse site and changes that inconvenience residents or fail to meet their needs could result in dissatisfaction or criticism.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	3 month trial period

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 131/24

Moved: Cr P Carrotts

Seconded: Cr A Ryley

That Council:

- 1. Provide in principle support to the operating hours of the refuse site on Robins Road from the 4th of September 2024 as follows;**
 - **Wednesday from 9am until 2pm**
 - **Saturday 9am until 2pm**
 - **Sunday from 9am until 2pm**
- 2. Approves, the changes of the operating hours noted in point 1, subject to a 3 month trial period and provided no significant adverse feedback is received.**

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley, Cr J Van Heerden

Against: Nil

Community Consultation Tip Hours as at 23 July 2024

	Feedback	
1	I feel the weekend hours should remain as is Reducing the hours would impact on people doing gardening and cleaning up during weekends You can possibly reduce the weekday hours but I feel that will achieve very little	
2	Opening to early and still not open long enough on weekends and too few days during the week alot of locals are shift workers and don't always have weekends to do rubbish runs.	
3	So we're going backwards from 17 hours to 15 hours in total hours over the week, don't see this as much progress. And we've lost a day during the week. On the bright side is good to see the facility open at 8 am this will help a lot during summer. Another note if the Shire is look at charging, are we going to get Weigh-bridge for the waste facility as this will help with the user pay principal?	
4	Love the early start. Works for me!	
5	I would prefer it stays as is. Particularly for our older residents. My personal preference is also that it remains 11am to 3pm.	
6	8am to 3pm would be better or even 9 -3 but 1pm close is too early most times your doing week in the yard all day and need to do the rip run at the end def need at least the close to be 3 and the earliest	
7	I prefer current opening hours thanks. Allows some opening hrs am & some pm for those who can't make one or the other. If it has to be changed:10am - 3pm (prefer) Or 9am - 2pm	
8	Would rather weekend stay open later than 1pm. Sometimes need to arrive about 2 at least.	
9	I think the proposed change to the tip opening hours looks workable. It's worth a try anyway.	
10	Although I'm not the one doing the tip runs in our house I don't agree with the new proposed hours. 9-2 would be more appropriate. Only being open one day of the week will likely cause issues moving forward too.	
11	The proposed tip hours of opening earlier at 8am and closing earlier would be detrimental on weekends. I don't think this is a good move as people are more likely to need access in the afternoons.	
12	The proposed new hours do not suit our business. The shire are not opening longer hours for the tip , the hours and days have infact reduced. I would like to propose a key for the gate for the hospital gardener to access the tip grounds for green waste. The Hospital provide garden services to Community clients, and we require access to the tip on other days during the week, one day is very limited for our organization and the services we provide.	

13	Happy with proposed new hours	
14	The 8am start on weekends for a 1pm close is hard to ignore. For weekend cleaners like myself, getting a trailer load of waste ready to take to the tip starts at a reasonable 8am and is normally not a full load until 9 or 10 am. If there's two loads of waste or more then by the time I've unloaded and filled up again it's getting close to close time. Most Saturdays and Sundays the broader community have Morning tea, breakfast events or Church. Having the tip open during these hours means people have to choose between engaging with friends, family and beliefs or a tip run.	
15	Personally I think the hours you are proposing are not suitable and would prefer to stay with the current opening hours	
16	Opening early is great but, the need for afternoon hours is just as important for shift workers, night shifts, FIFO, sporting commitments etc. Suggestions maybe: unemployed persons, shire rotation or such.	

9.4.2 Proposed New Speed Limits within Boddington Precinct

File Reference: 2.00246
Applicant: Nil
Previous Item: Ordinary Council Meeting | 61/24
Ordinary Council Meeting | 9/24
Ordinary Council Meeting | 146/23
Author: Executive Manager Infrastructures Services
Disclosure of Interest: Nil
Voting Requirements: Simple Majority
Attachments: Nil

Summary

Council is requested to support changes to speed limits on various roads within the Boddington-Ranford area as per revised proposition by Main Roads WA, following community consultation and Council resolution earlier this year.

Background

At the 23rd April 2024 Ordinary Council Meeting, Council resolution 61/24, Council supported some of the changes for speed limits proposed by Main Roads WA on various sections presented, with the exception of 3 locations as per the resolution below.

That Council:

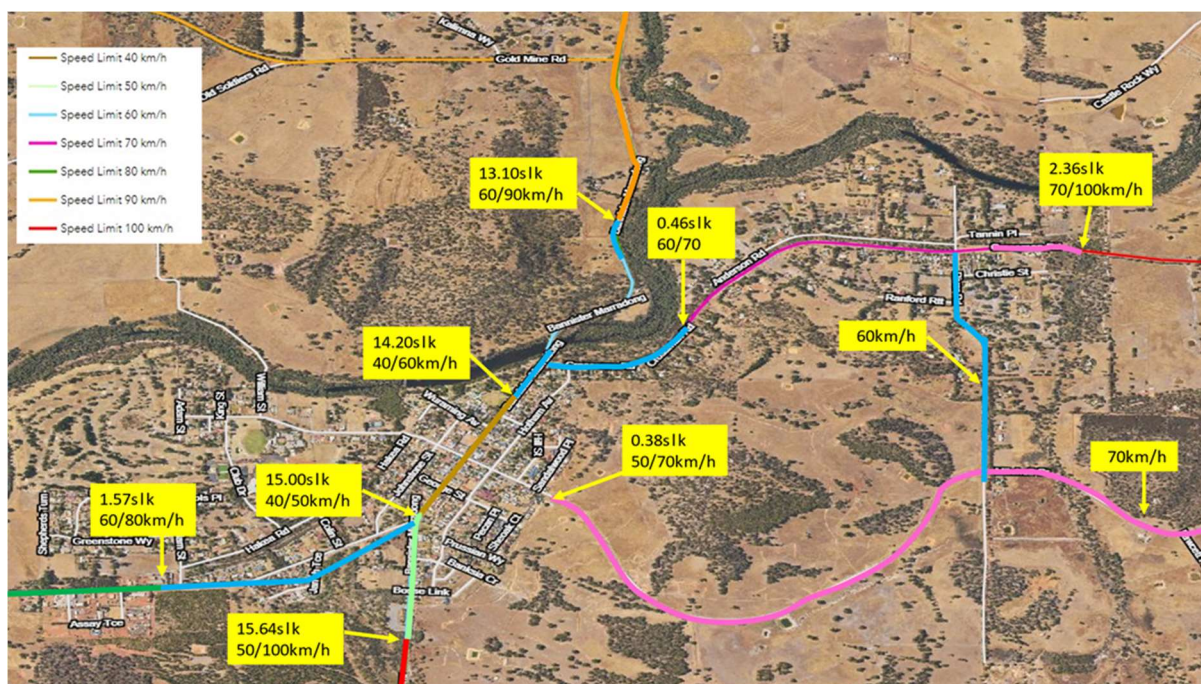
1. **Support the amended speed limits proposed by Main Roads WA, with the exception of:**
 - **The increase from 80km/h on Bannister Marradong Road, in the vicinity of the intersection of Goldmine Road.**
 - **The amendment to the location of the start of the 100km/h zone on Crossman Road.**
2. **Request Main Roads WA to reduce the speed limit on Bannister Marradong Road, south of the townsite between the proposed 40km/h zone and the existing 80km/h zone, from 60km per hour to 50km per hour within the residential zone, in recognition of the significant traffic, including heavy vehicle traffic.**

The resolution was sent to Main Roads WA for action on the matter as requested. Subsequently, representatives from Main Roads WA attended the Shire office and met with the Executive Manager Infrastructure to discuss variations to the original proposal and resolution 61/24 from Council. Main Roads WA replied later with a concluding proposal to address the matter and finalise the process.

The amended speed limit proposal for Council approval, with items varying from resolution 61/24 indicated in bold and underlined, and a map illustrating these changes is inserted below;

- Bannister-Marradong Rd – 40km/h speed limit through town – from 14.20slk (north of Hill St) to 15.00slk (north of Farmers Ave).
- Bannister-Marradong Rd – 60km/h extended from 13.35slk to 13.10slk (further north) where it will change to 90km/h (previously 80km/h)
- Bannister-Marradong Rd – **100km/h will be extend to the 15.64slk (removal of 80km/h buffer) – change to 50km/h south of parking bay**

- Crossman Rd – **leave existing 60km/h – 0.00slk to 0.46slk** where it will change to existing 70km/h
- Crossman Rd – **100km/h – extend to 2.36slk – past the housing**
- River Rd – 60km/h - 0.35slk to 1.55slk
- Forrest St – 70km/h - 0.38slk to 2.73slk
- Mitchell Cres – 70km/h – 0.00slk to 3.28slk
- Farmer Ave – 60km/h – 0.00slk to 1.57slk



Comment

It is understood that Main Roads WA has assessed the condition of the existing roads, including factors such as visibility, width, incline, safety, traffic and many other factors before proposing the changes, and with due diligence have conducted their assessment in covering all aspects of safe traffic movement.

Furthermore, it was indicated during the meeting with Main Roads WA that the proposal presented is the best outcome that could be reached to assigned speed limits to the present network.

Consultation

Nil

Strategic Implications

Aspiration	Place
Outcome	Safe, sustainable and connected transport.
Objective	Maintain a safe, efficient road and network and supporting infrastructure.

Legislative Implications

Any legislative implications are carried by Main Roads Western Australia.

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

The economic implications include potential benefits to local businesses, as a more pedestrian-friendly main street may attract more foot traffic, supporting local commerce on the 40km/h section of road.

Social Implications

The proposed reduction is expected to enhance pedestrian safety, particularly for children and the elderly. It also encourages a sense of community and a more vibrant town centre, fostering social interaction and recreation.

Environmental Considerations

A lower speed limit may have a positive impact on the environment by reducing noise pollution and fuel consumption, contributing to a cleaner and more sustainable community.

Risk Considerations

Risk Statement and Consequence	Not supporting the reduction- change in speed may reflect negatively on Council, due to the perceive impact on pedestrian safety, and community position on this matter.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation and Council Decision

COUNCIL RESOLUTION: 132/24

Moved: Cr E Smalberger

Seconded: Cr J Van Heerden

That Council:

1. Support the amended speed limits proposed by Main Roads WA as follow:

- **Bannister-Marradong Rd – 40km/h speed limit through town – from 14.20slk (north of Hill St) to 15.00slk (north of Farmers Ave).**
- **Bannister-Marradong Rd – 60km/h extended from 13.35slk to 13.10slk (further north) where it will change to 90km/h (previously 80km/h)**
- **Bannister-Marradong Rd – 100km/h will be extend to the 15.64slk (removal of 80km/h buffer) – change to 50km/h south of parking bay**

- Crossman Rd – leave existing 60km/h – 0.00slk to 0.46slk where it will change to existing 70km/h
- Crossman Rd – 100km/h – extend to 2.36slk – past the housing
- River Rd – 60km/h - 0.35slk to 1.55slk
- Forrest St – 70km/h - 0.38slk to 2.73slk
- Mitchell Cres – 70km/h – 0.00slk to 3.28slk
- Farmer Ave – 60km/h – 0.00slk to 1.57slk

2. Request Main Roads WA to notify Council when the changes are planned to take place and give 4 weeks' notice to allow public notification of the changes.

Carried: 6-0

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr A Ryley,
Cr J Van Heerden

Against: 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

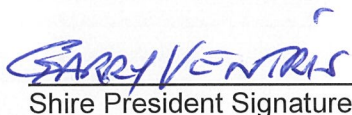
13. CLOSURE OF MEETING

There being no further business, Cr Garry Ventris, Shire President, declared the meeting closed at 6.01pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 25 September 2024.



Shire President Full Name



Shire President Signature

25/9/24
Date