

# Minutes

## Ordinary Council Meeting

**Wednesday 24 July 2024**  
At 5.30pm

Council Chambers, 39 Bannister Road, Boddington

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## 1. **DECLARATION OF OPENING**

The Shire President, Garry Ventris declared the meeting open at 5.31pm.

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 Paul Carrotts	Councillor
Cr Johan Van Heerden	Councillor
Cr Hans Prandl	Councillor
Mrs Julie Burton	Chief Executive Officer
Mrs Cara Ryan	Executive Manager Corporate Services
Mr James Wickens	Executive Manager Development and Community Services
Mr Fabian Houbrechts	Executive Manager Infrastructure Services
Miss Chloe Rogers	Executive Assistant (minutes)

### 2.2 **Apologies**

Nil

### 2.3 **Leave of Absence**

Cr Andrew Ryley

## **Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 106/24**

**Moved: Cr P Carrotts**

**Seconded: Cr J Van Heerden**

**That Cr Eugene Smalberger's request for a Leave of Absence from 12 August to 30 August, be approved.**

**That Cr Hans Prandl's request for a Leave of Absence from 22 August to 13 September, be approved.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl



Against: Nil

## **2.4 Visitors**

26

### **3. DISCLOSURES OF INTEREST**

Nil

### **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.

#### **Christine Ewen, Boddington**

Question 1: Myself and majority of the residents would like to know when Council is going to address the problems and concerns with the Independent Living Unit's and hub?

Response: This is an administration issue, however, the Shire is aware of recent discussions regarding your concerns. Be assured that the Shire will be in touch with you.

#### **Trish Bowden, 9876 Pinjarra-Williams Road**

Question 1: Do we know what monitoring is being carried out and for how many years will it continue when the Bauxite Miners cut and run? Do we know what insurance is being taken out to pay the health costs of anyone whose health is affected by silica dust or other substances?

Response: I cannot answer your question. That is a South32 matter.

#### **Mareana Lewis, Quindanning**

Question 1: Do we have members of Council that sit on the South32 Community Liaison Group?

Response: Yes, there are 3.

Question 2: Those who are members of the CLC, do they have to sign something with South32, that doesn't allow them then to speak to the community about certain things, is that right?

Response: The Shire President asked for Cr Eugene Smalberger to respond.

Cr Smalberger confirmed that a document was required to be signed.

Question 3: Why don't you speak to the community if you're a member of the CLC?

Response: The community has got representatives on that committee.

### **Josie Sherlock, Wandering**

Question 1: Part of the agreement that you will be voting on tonight is a partnership with South32. Is this affectively buying a social license, and you as Council members, do you think that South32 has a social license to operate in Boddington?

Response: This evening's item covers South32's footprint for mining and we can't change that, it is already in the State agreement. They are not expanding anywhere else except for where the footprint is already at the moment.

Question 2: Whether you actually think they have a social license in Boddington, do you think they have been listening to us and you?

Response: I can only rely on the meetings we've had with South32.

Question 3: With the increase in water that South32 is proposed to take which is up to 1.48 billion litres for the next 3 years, do you think this is going to affect Boddington and the farming community? Shouldn't every decision from here on be made with the best interest of Boddington Community in mind?

Response: Council strive to make the best decisions for Boddington. This isn't our decision; it's up to the State Government. That is their jurisdiction, and there is nothing we can do about it.

Question 4: What is your opinion on the social license? Do you think South32 treat Council and the community in a manner that is acceptable and won't leave the community in a state that will cost money after?

Response: I can only speak from my experience with South32. In the past, South32 haven't engaged properly with the Shire and the community, however, in the last 6-8 months, things have changed significantly.

Question 6: What do you have to keep you safe on the contract? What do we have to fall back on if the price of Bauxite falls?

Response: We have not signed the contract yet. I don't know how Council is going to vote. Council do not discuss this until the item is presented at a Council Meeting.

Question 7: In the contract, there is no safety for Council is there?

Response: There is probably no guaranteed safety in such matters; we are trusting their word.

### **Charles Chitty, Williams**

Question 1: Will the Shire sign the South32 Social Investment Agreement?

Response: I can't tell you that, we haven't voted on it yet.

Question 2: Are you able to read out the updated agreement?

Response: The updated agreement is on the Shire website.

Question 3: 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: This request will be taken on notice.

Question 4: Do we have as many problems with Newmont operations as we do with South 32?

Response: I am not going to answer that as I don't know what problems you have got with South 32.

**Marlene Da Villas, Quindanning**

Question 1: We are ratepayers why aren't you representing us?

Response: The Shire and Councillors do represent you. As mentioned we have not voted for this item yet. If we do not vote to the proposed agreement, South32 will submit a request to the Minister and still get the roads mined.

**5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil

**6. CONFIRMATION OF MINUTES**

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 107/24**

**Moved: Cr P Carrotts**

**Seconded: Cr L Lewis**

**That the minutes of the Ordinary Council Meeting held on Thursday 27 June 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 J Van Heerden, Cr H Prandl

Against: Nil

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

Nil

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

Nil

## **9. REPORTS OF OFFICERS**

**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.**

### **9.1 DEVELOPMENT AND COMMUNITY SERVICES**

#### **9.1.1 Local Planning Policy 1 | Sea Containers**

File Reference:	2.063
Applicant:	Nil
Previous Items	Ordinary Council Meeting   70/24
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.1.1A Amended Local Planning Policy 1, Sea Containers

#### **Summary**

For Council to consider adopting the amended Local Planning Policy No.1 Sea Containers (Policy).

#### **Background**

In August 2007, Council adopted a local planning policy to regulate sea containers. An amended Policy was later adopted in March 2017. The Policy has assisted the Council and Shire administration in assessing and managing sea containers throughout the district.

The review of the Policy has been undertaken with reference to the West Australian Local Government Association (WALGA) Model Local Planning Policy.

On the 23 May 2024, Council resolved to advertise the amended Policy to the community. This advertising was undertaken from the 4 June 2024 to 25 June 2024, which included a Facebook post, Bodd News advertisement, and being available on the Shire's website. One submission was received during this period.

#### **Comment**

The following Policy modifications have been made;

- Restructure the Policy to follow the WALGA model where relevant.
- Ensure all references to Local Planning Scheme No.2 are removed and replaced with references to Local Planning Scheme No.3.
- Greater flexibility regarding the requirement for a building permit where no modifications to the sea container are proposed and the use is only for storage

The one comment received queried if this amended Policy is going to deal with newly located sea containers, and sea containers that have not got the required approvals. The Policy is intended to regulate sea containers in the district, so therefore applies in all situations a sea container is placed on land.

No further Policy modifications have been made as a result of the submission and it is recommended Council adopt the policy.

### Consultation

The Policy was advertised as per Clause 4 & 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

### Strategic Implications

Performance Area	Place
Outcome 7	Population Growth through responsible development and affordable housing.
Objective 8	Attractive and welcoming street and community spaces.

### Legislative Implications

*Planning and Development Act*  
*Planning and Development (Local Planning Schemes) Regulations 2015*

### Policy Implications

The amended Policy is aimed to improve procedural and governance aspects of the Shire's development control responsibilities for sea containers.

### Financial Implications

No change to applicable application fee is proposed.

### Economic Implications

Nil

### Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	Failure to review and amend the Local Planning Policy may not align with current community expectations in regard to sea containers.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 110/24**

**Moved: Cr P Carrotts**

**Seconded: Cr J Van Heerden**

**That Council pursuant to Clauses 4 and 5 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*:**

- 1. Adopts amended *Local Planning Policy No. 1 Sea Containers* as provided as an attachment to this report.**
- 2. Publish notice of the Council decision to adopt amended *Local Planning Policy No. 1* on the Shire's website and in a newspaper circulating in the district.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl

Against: Nil

## Local Planning Policy

### No 1- Sea Containers

#### 1.0 Citation

This is a Local Planning Policy prepared under Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015. This Policy may be cited as Local Planning Policy 1 Sea Containers.

#### 2.0 Introduction

The purpose of this Policy is to outline the Council's development standards regarding the location and use of sea containers within the Shire.

#### 3.0 Objectives

It is the Council's objective to:

- a) Regulate the use of sea containers within the Shire of Boddington to ensure that they do not detract from the amenities of the area.
- b) Allow for temporary controlled use of sea containers for storage and during building construction.

#### 4.0 Applications subject of this policy

This Policy applies throughout the municipality.

For this Policy, a sea container is a metal transportable structure designed for the storage and transport of goods from one location to another by road and sea, but can be used generally in four (4) different ways:

- I. Road and sea transport: used by transport and shipping companies to transport and store goods or are temporarily used for storage on private or public property.
- II. Temporary storage of materials on a building site.
- III. Conversion to a building for personal or commercial storage on a property.
- IV. Conversion to a habitable building complying with Shire of Boddington Local Planning Scheme No.3 (LPS3), Building Code of Australia, *Public Health 2016*, and *Health (Miscellaneous Provisions) Act 1911* requirements.

A sea container is not deemed to be an outbuilding or minor structure exempted from Development Approval of the local government under the *Planning and Development (Local Planning Schemes) Regulations 2015*.

#### 5.0 Application Requirements

Other than proposals set out in sections 6.1 and 6.2 of the Policy, a Development Application is required to be submitted to the local government with associated development approval and in





some instances a Building Permit before sitting a sea container on a property.

The following details are to be submitted with the Development Application:

- a) A completed Application for Development Approval and payment of the required fee.
  - b) A neatly drawn and scaled site plan showing the proposed location of the sea container and detailing setbacks to boundaries. The site plan should also include other buildings, access ways, vegetation and other key features on the property.
  - c) The proposed size and use of the sea container and if approval is being sought for a temporary period (state period) or permanently.
  - d) Evidence by photos that the sea container will be adequately screened from view and is not easily seen from nearby roads, other public places, or adjoining properties.
  - e) If a sea container can be easily seen from nearby roads, other public places, or adjoining properties, then details of any upgrading and/or colour to be painted are to be provided.
- 

## **6.0 Policy Statement**

### **6.1 Road and sea transport – temporary storage**

No development approval or Building Permit is required for temporary storage of one (1) sea container on all lots in all zones, other than in the Industrial or Rural zones, for up to three (3) months. This is subject to the sea container not being located within the front boundary setback area or in areas designed for car parking or landscaping.

Multiple sea containers can be located on lots zoned Industrial and Rural for up to 3 months, without a requirement for development approval or a Building Permit, provided the sea containers are not located within the front boundary setback area, or in areas designated for car parking or landscaping. Subject to the intended use, such as a transport depot, the overall development may however require development approval.

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

### **6.2 Temporary storage of materials on a building site**

In all zones, a sea container may be placed on a property to store building materials while construction of an approved dwelling, approved commercial building, or other approved building is being carried out on the property, without requiring a development approval or a building permit. A sea container must not, however, be placed on the property prior to the issue of a Building Permit for the dwelling, approved commercial building or other approved building and the sea container must be removed immediately upon completion of construction or the expiry of the Building Permit.

### **6.3 Conversion to a building for personal or commercial storage**

Proposals to permanently place a sea container on a property zoned Residential or Special Use (where the Structure Plan designates Residential) are generally discouraged as they can impact local amenity. Where a Development Application is received, to permanently place a sea container on a property zoned Residential Special Use (where the Structure Plan designates Residential), the local government will invite comments from neighbours, prior



to determining the Development Application.

The local government will consider Development Applications on their merits in other zones, including where the land is zoned Special Use where the Structure Plan designates Rural Residential or Rural Smallholding.

A Development Application proposing conversion to a building for personal or commercial storage on a property is required to address the following:

- a) The sea container is not being used for habitable purposes.
- b) The sea container is screened from public view and is not easily seen from nearby roads, other public places, or adjoining properties; and/or
- c) If the sea container will be easily seen from nearby roads, other public places, or adjoining properties, then the exterior of the sea container shall be in a state of good repair or shall be upgraded (i.e. painted to blend in with the surrounding development or landscape) within three (3) months of being placed on site.
- d) The sea container is not located within the front setback. The sea container is to be appropriately sited to address side and rear boundary setbacks as per LPS 3, be within an approved building envelope, or be located outside of building exclusion areas.
- e) The number of sea containers per property is at the discretion of the local government.

#### **6.4 Conversion to a building for habitation**

Sea containers shall not be used for habitable purposes unless they gain local government approval and comply with LPS 3, the *Building Code of Australia*, *Public Health Act 2016* and *Health (Miscellaneous Provisions Act) 1911* as a habitable unit. The local government will have regard to other Local Planning policies as relevant.

An application to permanently or temporarily place a sea container on a property for habitation purposes shall not be supported unless the following criteria are met;

- a) The exterior of the sea container shall be in a state of good repair. Unless screened from nearby roads, other public places and adjoining properties, or suitably justified by the applicant, the local government will require the sea containers to be reclad and the dwelling to incorporate measures such as verandas to improve the visible appearance of the structure.
- b) Set back from the boundary as required by LPS 3, within an approved building envelope, or located outside of building exclusion areas.
- c) Comply with requirements of the *Building Code of Australia*, *Public Health Act 2016*, and the *Health (miscellaneous Provisions) Act 1911* requirements.

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#### **7.0 Approval Conditions**

Conditions of approval shall be applicable, as deemed necessary by the local government. The conditions may include:

- a) The exterior of the sea container shall be upgraded to blend with the surrounding



development or landscape in terms of colour and finish within three (3) months of being placed on site to the satisfaction of the local government.

- b) The sea container is permitted to be used for (insert use) only and shall not be used for habitable purposes, unless approved by the local government.
- c) This approval shall expire (insert date or insert if the development hereby permitted is not completed within 3 months). The sea container shall be removed from the subject site at the expiry of the approval or after the expiry of an extension of that time which may be provided by the local government.
- d) If the sea container falls into disrepair, or becomes unsightly, the local government will require its removal, with the cost to be met or reimbursed by the landowner.

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## 8.0 Building Permit

A Building permit is required if modifications to the sea container are proposed and or additional structures are being constructed such as a dome shelter or lean to.

If the sea container is simply placed on the land in accordance with this policy and used purely for storage, with no modifications then a building permit is not required.

<b>Policy Number / Name</b>	No.1 Sea Containers
<b>Adopted by Council</b>	7 August 2007
<b>Amended</b>	14 March 2017



**From:** [Shire of Boddington](#)  
**To:** [Records Department](#)  
**Subject:** Local Planning Policy 1 Out for comment Form Response  
**Date:** Tuesday, 4 June 2024 7:27:07 PM

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Spark - Simply Simple !



The following form was filled out on the Shire of Boddington website.

## Local Planning Policy 1 Out for comment

**Full Name**

[REDACTED]

**Email Address**

[REDACTED]

**Contact Number**

[REDACTED]

**Comment**

I would like to know if this new policy is only going to deal with newly located sea containers in the last few year as we had to do all of the drawing etc etc and pay the fees however I know of many newly located sea containers in the shire that I guarantee have not got permission or paid the fees as we did. When speaking to locals we have been informed don't ask just do as no one checks. So my question is will this be policed for sea containers that have not got the required approvals? Will shire be having a good look around the town to check they have adhered to the current policy that is in place and make it uniform for everyone to adhere.

Regards

[REDACTED]

**Submitted:**

4/06/2024 7:26:52 PM

**IP:**

[REDACTED]

**Reference Id:**

[REDACTED]

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### 9.1.2 Draft Local Planning Policy 21 | Tiny House on Wheels (THOW)

File Reference:	2.063
Applicant:	Nil
Previous Items	Ordinary Council Meeting   49/24
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.1.2A Draft Local Planning Policy 21, Tiny Houses on Wheels (THOW) 9.1.2B Submissions 9.1.2C Planning Fact Sheet, Tiny Houses On Wheels (THOW)

#### Summary

For Council to consider adopting the Local Planning Policy No.21 Tiny Houses on Wheels (Policy).

#### Background

Tiny Houses on Wheels are defined as dwellings with a floor area of 50m<sup>2</sup> or less which are built on a wheeled trailer base that can be transported and can remain tethered to a site for an extended period. They are designed and built to look like a conventional dwelling and can be seen as an affordable and sustainable way to live.

Tiny Houses are a relatively new form of housing type that are considered a land use but have not been regulated due to the lack of a policy framework under which to assess the development. The proposed Policy provides a consistent framework under which to approve Tiny Houses in the Shire of Boddington and delineates factors that would remove such structures from being considered as matters needing to comply under the *Caravan Parks and Camping Grounds Act 1995*.

On the 23 April 2024, Council resolved to advertise the draft Policy to the community. This advertising was undertaken from the 7 May 2024 to the 28 May 2024, which included a Facebook post, Bodd News advertisement, and being available on the Shire's website.

#### Comment

The Shire received six submissions during the advertising period. Copies of each of the submissions can be found in attachment 9.1.2B. Responses to the submissions are contained in the table below.

Table 1

No	Comments	Officer Response
1	<p>Richard Hindley from the Shire of Esperance has asked me to pass on the following suggested modifications to your LPP.</p> <ul style="list-style-type: none"><li>Delete from Table 1 – 'not located in a special control area (from both rows) – should be allowed in any zone a single house is allowed. If in a special</li></ul>	<p>The suggested modifications are accepted. It is acknowledged that any development proposed in a Special Control Area are governed by the Shire's Local Planning Scheme and therefore do not be reiterated in the Policy.</p>

	<p>control area those provisions will apply.</p> <ul style="list-style-type: none"> <li>• Note 5.7 allows Tiny House on their merits in the mining buffer which is SCA3 which is contrary to the original provision modified above.</li> <li>• Delete from Table 1 –‘Not located in a bushfire prone area (from both rows) - this is covered by 5.3 g) and 5.8 h)</li> </ul>	
2	<p>Tiny homes are not residences or can be classified as residences under the National Construction Code.</p> <p>Tiny homes are classified as a vehicle due to being on wheels.</p> <p>The best classification would be a park home under the Caravan Parks regulations and these regulations only allow park homes in park home parks.</p> <p>This policy is fully against the building and caravan parks legislation and should be discarded.</p>	<p>It is acknowledged that a tiny house on wheels cannot be classified under the National Construction codes.</p> <p>The intent of the Policy is to provide a consistent framework under which to approve Tiny House on Wheels under the Shire’s Local Planning Scheme.</p> <p>A Tiny House on Wheels is defined within the policy and does not include a park home.</p>
3	<p>I strongly support the Shire of Boddington implementing a Tiny Houses on Wheels policy. Allowing tiny homes in a safe and sustainable way, as proposed in the draft, will have many benefits for the Shire.</p> <p>It will ease the rental crisis, and even allow people to set up accommodation which will increase tourism into the area.</p>	Noted.
4	<p>Draft Planning Policy 21 – Tiny Houses on Wheels.</p> <p>Thank you for the opportunity to provide feedback on the <i>Draft Planning Policy 21 – Tiny Houses on Wheels</i> (the Draft Policy).</p> <p>The recognition of diverse dwelling opportunities and typologies across Western Australia is welcome – including the ability to consider Tiny House Communities.</p>	Reference to the <i>Building Regulations</i> and specifically regulation 31D has been added to the Policy in section 5.8 Other matters to be considered.

	<p>HIA has serious concerns that Tiny Houses on Wheels (THOW) are essentially a camping trailer by design; and are not subject to building performance protections for the occupant that is otherwise afforded transportable buildings, or residential buildings generally. HIA consider the assessment of building performance measures when prescribed through a planning instrument inappropriate – and the WA Government have agreed to avoid this outcome at s19(2) within the ABCB Inter-Governmental Agreement.</p> <p>There are more considered methodologies to prescribe building performance that do not involve duplication of technical crossovers embedded within a planning scheme, within an ever-changing landscape of building requirements and r3A of the <i>Building Regulations 2012</i>, which specifies the National Construction Code as the Building Code in Western Australia.</p> <p>In light of this, HIA request that the Shire of Boddington consider re-defining (or otherwise defining) a THOW as a <i>relocated building</i> within the Local Scheme.</p> <p>HIA consider the appropriate building performance measures is captured at Regulation 31D of the <i>Building Regulations 2012</i>; specifically, Table 3 (at p48) for <i>relocated buildings or incidental structures</i>.</p> <p>By defining a THOW as a <i>relocated building</i>, appropriate building performance measures can be applied which are more suited for permanent dwellings.</p> <p>The <i>Performance Requirements</i> listed within the above Table are minimum qualitative standards relating to structural reliability, the spread of fire between buildings, safe movement and access, heating appliances and bushfire prone areas.</p>	
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	<p>Unfortunately, this Table does not capture improved condensation control measures or personal hygiene facilities, and HIA suggest the Shire consider further referencing Volume Two, H2P2 and H4P3 to provide an occupant with an acceptable level of performance to mitigate the risks from mould and building deterioration along with minimum hygiene requirements.</p> <p>Combined, this mirrors all the requirements for buildings listed at 5.3(c to g) of the Draft Policy.</p> <p>However, an elegant solution may be to simply reference the Table from the <i>Building Regulations 2012</i> for the attention of interested parties within the Draft Policy, with the addition of H2P2 and H4P3 noted previously.</p> <p>I trust this information will assist the Shire in finalising the Draft Policy with a view to expand considerations of dwelling diversity and housing opportunities within the Local Scheme, while protecting the minimum building performance requirements for future occupants.</p> <p>HIA welcomes the opportunity to expand on these issues, and should you require any further information on any of the points raised, please contact HIA's Assistant.</p>	
5	<p>THOWs are either caravans or park homes so can not be used as a house on a block. The Building code would not apply because they are a classified as a vehicle due to being on wheels.</p> <p>A caravan can not be used on a block to live in unless permission to do so has been given by the Minister if THOWs are caravans.</p> <p>If they are a park home they can only be located in a park home park. Unless you are setting up a park home park or a caravan park they cannot be located on a block</p>	<p>It is acknowledged that a Tiny House on Wheels cannot be classified under the National Construction codes. The intent of the Policy is to provide a consistent framework under which to approve Tiny House on Wheels under the Shire's Local Planning Scheme.</p> <p>A Tiny House on Wheels is defined within the policy and does not include a park home or caravan.</p>



6	Very good move by the Boddington Shire due to the lack of housing available all over Australia for both renting or buying.	Noted
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It is important to note that the approach taken in drafting this Policy is similar if not the same as the approach taken by the Shire's of Esperance, Capel and Ravensthorpe who have all since adopted a Local Planning Policy for Tiny Houses on Wheels.

To assist in the implementation of the Policy a Planning Fact Sheet Tiny House on Wheels has been developed which similar to the fact sheet provided by the Shire of Esperance. The intent of the Fact Sheet is to provide guidance to the community and will be made available on the Shire's website should the Policy be adopted.

#### Consultation

The Policy was advertised as per Clause 4 & 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

#### Strategic Implications

Performance Area	Place
Outcome 7	Population Growth through responsible development and affordable housing.
Objective 8	Attractive and welcoming street and community spaces.

#### Legislative Implications

*Planning and Development Act*  
*Planning and Development (Local Planning Schemes) Regulations 2015*

#### Policy Implications

This item relates to policy development.

#### Financial Implications

No change to applicable application fee is proposed.

#### Economic Implications

Tiny Houses on Wheels can be seen as a solution for housing shortages due to their simplicity and ability to be easily moved and relocated.

#### Social Implications

Tiny Houses are an alternative form of housing and can be seen as an affordable housing option.

#### Environmental Considerations

As Tiny Houses are a transient structure, they should not result in the clearing of native vegetation.

### Risk Considerations

Risk Statement and Consequence	Applications for Tiny House on Wheels cannot be adequately assessed without a local policy framework providing guidance and outcomes.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Prepare a Local Planning Policy for Tiny Houses on Wheels (THOW).

### Officer Recommendation and Council Decision

#### **COUNCIL RESOLUTION: 111/24**

**Moved: Cr P Carrotts**

**Seconded: Cr J Van Heerden**

**That Council pursuant to Clauses 4 and 5 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*:**

- 1. Adopts *Local Planning Policy No. 21 Tiny Houses on Wheels (THOW)* as provided as an attachment to this report.**
- 2. Publish notice of the Council decision to adopt amended *Local Planning Policy No. 21* on the Shire's website and in a newspaper circulating in the district.**

**Carried: 6-0**

For: Cr G Ventriss, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl

Against: Nil

## Local Planning Policy

### No 21 – Tiny Houses on Wheels (THOW)



#### 1.0 Citation

This is a Local Planning Policy prepared under Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015. This Policy may be cited as Local Planning Policy 21 Tiny Houses on Wheels (THOW).

#### 2.0 Introduction

This Policy establishes the Shire's position on Tiny-Houses-On-Wheels (THOW – referred to as Tiny Houses)

Tiny Houses are defined as dwellings with a floor area of 50m<sup>2</sup> or less which are built on a wheeled trailer base that can be transported and can remain tethered to a site for an extended period.

This Policy also guides Tiny House Community development (comprising two or more Tiny Houses on a single lot) and the use of Tiny Houses for short-term tourism accommodation.

#### 3.0 Purpose

The objectives of this Policy are:

- To identify where a Tiny House or Tiny House community may be permitted.
- To provide a guiding framework to assess Tiny Houses against.
- To outline standard requirements for all Tiny Houses to comply with related regulations.
- To clarify that the standard of building required should refer to Vehicle Standards Bulletin 1 in the absence of a classification for Tiny Houses in the National Construction Code.

#### 4.0 Application

This Policy applies to all zoned and reserved land under Local Planning Scheme No.3.

#### 5.0 Policy Statement

##### 5.1 Definitions

A Tiny House is a dwelling of no more than 50m<sup>2</sup> in area which is built on a wheeled trailer base, constructed of domestic grade materials and finishes, and is permanently occupied. A Tiny House cannot (and is designed not to) be moved under its own power and is designed and built to look like a conventional dwelling.



In the context of this policy, a fitted bus, van or truck, wagon, sea container, caravan, tent, yurt, non-retrofitted vehicle or 'donga' transportable or park home, is not a tiny home.

The definition of a Tiny House does not relate to permanently fixed smaller sized homes on foundations. A small sized house on fixed foundations can be already be assessed under the Local Planning Scheme, Residential Design Codes and the National Construction Codes.

A Tiny House Community is a group of two or more Tiny House dwellings with an individual floor area of no greater than 50m<sup>2</sup> located on the same parent lot, or strata lot with shared common property.

## 5.2 Development Approval Requirements

A Development application for a Tiny House is subject to the following requirements:

- a) Development Approval is required for all Tiny Houses.
- b) A Tiny House on one titled lot will be considered a single house.
- c) A Tiny House on a lot with an existing dwelling will be considered an ancillary dwelling.
- d) Two or more Tiny Houses (a Tiny House Community) on a single titled lot will be considered and assessed as Grouped Dwelling Land use.
- e) Should Development Approval be granted for a single Tiny House, which then moves away from the property and then moves back to the same location within two years from the approval date, the Development Approval is still valid.
- f) Should Development Approval be granted for a single Tiny House, which then moves away from the property and is replaced with a different Tiny House within two years from the approval date, Development Approval will be required.

## 5.3 Single Tiny House on a Single Lot

Development Approval may be granted for a Tiny House on a Residential, Rural-Residential, Rural Smallholding, Rural, Commercial, Environmental Conservation and Special Use zoned lot provided the proposal meets the following:

- a) Complies with Single House site area, setback, open space and building height requirements for that zone in addition to the requirements of Table 1 – Tiny House Setback Requirements.

**Table 1 – Tiny House Setback Requirements**

Deemed – to comply	Design Objectives
<b>Residential and Commercial Zones</b>  Setbacks to be in accordance with the Residential Design Codes and/or applicable zone requirements.	Where a setback variation is sought the applicant must demonstrate:  a) Appropriate screening shall be provided should the proposal have a reduced setback or is viewable from a public area to the satisfaction of the Shire of



	<p>Boddington.</p> <p>b) That the proposal will not result in the excessive removal of significant trees or stands of established vegetation.</p>
<p><b>Rural-Residential, Rural Smallholding, Rural and Environmental Conservation</b></p> <p>Setbacks to be in accordance with the applicable zone and/or located within an approved building envelope when in place.</p>	<p>Where a setback variation is sought the applicant must demonstrate:</p> <p>a) The proposal does not detract from rural amenity or existing views of significance.</p> <p>b) Where there is an existing dwelling, the Tiny House is located behind the building setback, or appropriate screening is provided where the proposal has a reduced setback or is viewable from a public area, to the satisfaction of the Shire of Boddington.</p> <p>That the proposal will not result in the removal of significant trees or vegetation.</p>

- b) Has access to at least one dedicated car-parking bay per Tiny House.
- c) Contains or is connected to an appropriate effluent disposal system, to the satisfaction of the Shire of Boddington.
- d) Has access to a source of electricity, which may include an off-grid solar system.
- e) Has access to a potable water supply.
- f) Additional fixed structures such as a deck, outbuilding, carport, or patio may be permitted provided within maximum site cover and minimum open space requirement for the applicable zone. Any additional structures should not exceed the height of the Tiny House. Where structures are fixed a building permit will be required.
- g) If in a bushfire prone area, a Tiny House is to be subject to the same legislation and policy as a habitable dwelling. In a bushfire prone area the applicant is to provide a Bushfire Attack Level (BAL) assessment of the proposed tiny house site, demonstrate the design meets the applicable BAL standards as per AS3959 and if necessary demonstrate how it can comply with the recommended Asset Protection Zone (APZ) setback distances and/or applicable evacuation plan.

#### 5.4 Tiny House Community Development

A Tiny House Community may be considered in most zones subject to the following requirements:

- a) A Tiny House Community shall consist of two or more Tiny Houses parked on the



same parent lot, or on a strata lot with shared common property.

- b) A Tiny House Community must comply with the site area, setback, open space, communal open space and building height requirements of group dwelling development as per the Residential Design Codes and/or Local Planning Scheme No.3.
- c) A Tiny House Community may include portable Tiny Houses and fixed buildings, and provide shared facilities such as:
  - i. Kitchen.
  - ii. Common room or dining area.
  - iii. Toilets or shower facilities.
  - iv. Communal vegetable garden.
  - v. Kitchen, barbeque or recreational and leisure areas.
  - vi. Co-working spaces, studio, workshop or shed.
  - vii. Managed parkland and open space.
  - viii. Caretakers dwelling.
- d) All development applications for a Tiny House Community must include a Tiny House Community Management Plan outlining the following:
  - i. Ongoing management of communal facilities.
  - ii. Noise management.
  - iii. Waste management.
  - iv. Traffic management and provision of sufficient parking.
  - v. If in a bushfire-prone area the provision of a BAL assessment, bushfire management statement/plan and emergency evacuation plan.
- e) Communal facilities require management by a Board or caretaker that oversee funding, maintenance and management. The Board or caretaker also have the responsibility of maintaining the common property including vehicle access ways, parking bays, landscaping and other essential infrastructure.
- f) Crossovers are minimised and where vehicle access is provided the driveway is constructed and drained to the satisfaction of the Shire of Boddington.
- g) Every Tiny House must have access to a suitable source of power, potable water and effluent disposal to the satisfaction of the Shire of Boddington. Essential utilities can be provided through shared or common property,
- h) The proposal does not result in excessive clearing of vegetation and high-quality landscaping is provided.
- i) The site may contain a space where visitors can bring their own Tiny House to park onsite.



## 5.5 Tiny Houses for Short Term Tourism Accommodation

Development approval for a Tiny House may be granted for short term tourism accommodation and classified as a Single House, Ancillary Dwelling, or part of a Tiny House Community with consideration of the following criteria;

- a) Traffic is able to be contained by the local road network.
- b) Parking to be contained onsite.
- c) Retention of existing vegetation and proposed landscaping.
- d) Submission of a Management Plan which outlines maximum patron numbers, how complaints will be dealt with and/or potential for neighbouring land use conflicts and recommendations for ongoing management solutions.
- e) The site may contain a space where visitor can bring their own tiny house to park onsite.

## 5.6 Environmental Protection

As Tiny Houses are a 'transient' structure, Tiny Houses should not result in the clearing of native vegetation.

A Tiny House proposal will not be supported where in the opinion of the Local Government the development would result in the excessive removal of significant trees and vegetation, or adversely impact existing waterways, soil stability or ecosystem functions.

## 5.7 Mining Buffer

Tiny Houses proposed in the mining buffer will be considered on their merits.

## 5.8 Other matters to be considered

- a) Impact on neighbourhood amenity.
- b) Design and visual appearance.
- c) Whether it meets the objectives of that zone.
- d) Road Transport Authority (RTA) vehicle regulations.
- e) Environmental Health regulations.
- f) The National Building Construction Codes
- g) Regulation 31D, *Building Regulations 2012*.
- h) Engineering certification.
- i) BAL construction standards.

Policy Number / Name	LPP 21 – Tiny House on Wheels (THOW)
Adopted by Council	



# Planning Fact Sheet

## Tiny House on Wheels

LPP No 21

**A tiny house on wheels is a moveable dwelling with self-contained amenities suitable for permanent residential use. They are built on a trailer that meets restrictions for road transport in Australia.**

As it is a structure on wheels, tiny houses are currently not required to adhere to the National Construction Code.

- Size restrictions: Maximum height: 4.3m; max. width: 2.5m; max. length: 10.5m (plus the draw bar) unless otherwise permitted by Main Roads WA.
- Floor area cannot exceed 50m<sup>2</sup>
  - Floor area doesn't include unenclosed verandahs, patios or carports.
  - Floor area does include the area of a loft.
  - The 50m<sup>2</sup> includes 'expandable' portions including slide in/slide out, folding, and modular components.
- An adequate supply of power, water and effluent disposal must be provided.

Land enquiries → **Planning Services**  
Effluent disposal enquiries → **Environmental Health**  
Building and structure enquiries → **Building Services**

**Tiny House on Wheels – Maximum dimensions**  
Height: 4.3m      Width: 2.5m  
Length: 10.5m      Floor area: 50m<sup>2</sup>

### Electricity

Specific electrical requirements must be discussed with a licensed electrician.

### Plumbing

- A tiny house on wheels should be connected to mains water where a connection is available.
- If mains connection isn't available, consider a rainwater tank to collect rainwater from the roof via downpipes.
- If mains connection is available, contact a qualified plumber for guidance.
- Connecting to an effluent disposal system requires a Shire approval to ensure the system is adequate.

## Resources

### Rainwater collection

[www.healthywa.wa.gov.au/Articles/U\\_Z/Water-tanks-on-your-property](http://www.healthywa.wa.gov.au/Articles/U_Z/Water-tanks-on-your-property)

### Approved effluent disposal systems

[www.health.wa.gov.au/Articles/A\\_E/Approved-wastewater-systems](http://www.health.wa.gov.au/Articles/A_E/Approved-wastewater-systems)

### Water Corporation

[www.watercorporation.com.au/Help-and-advice/Building-and-renovating](http://www.watercorporation.com.au/Help-and-advice/Building-and-renovating)

### Shire of Boddington Development Application

[Application for Development Approval.pdf](http://Application%20for%20Development%20Approval.pdf) ([boddington.wa.gov.au](http://boddington.wa.gov.au))

### Australian Tiny House Association

<https://tinyhouse.org.au>





# Frequently Asked Questions

## Do I need Development Approval?

Yes. A tiny house on wheels is considered a single house or ancillary dwelling in the Shire's Local Planning Scheme.

## Do I need a Building Permit?

A building permit is not currently required. However, one may be required for the addition of permanent incidental structures including decks and stairs, some patios and water tanks that are 5000L or more.

- If building permits are issued for these incidental structures the tiny house on wheels still needs to be able to be removed from the site within 24 hours.

## Can I put a tiny house on wheels on vacant land?

Yes a Tiny House on Wheels can be placed on a vacant block, subject to receiving development approval.

## Is there a minimum Bushfire Assessment Level (BAL) rating my tiny house on wheels should be built to?

- A tiny house on wheels is often built by the manufacturer without knowing where it is going to be sited or what the BAL is.
- If your property is in a bushfire prone area a BAL assessment is required to determine the BAL rating. Your tiny house on wheels must then be constructed to the standards set out in A.S. 3959.

## What must I submit with a tiny house on wheels application?

- An application for Development Approval signed by all land owners.
- Scaled site plans showing:
  - Position of other structures on the property.
  - Distance between proposed structure and other structures.
  - Distance of setbacks from each boundary.
  - Septic and leach drains – existing and proposed (if applicable).
- Specifications and certification from supplier.
- A BAL Report – If the property is in a bushfire prone area as determined by Department of Fire and Emergency Services (DFES).
- Application – Effluent Disposal System – If not connecting to reticulated sewer.
- Site and soil assessment – For applications that include effluent disposal in a sewage sensitive area.



*Tiny house on wheels floor plan*

1

**From:** [REDACTED]  
**Subject:** Draft LPP - tiny homes  
**Date:** Monday, 13 May 2024 6:33:59 AM  
**Attachments:** [image001.png](#)

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You don't often get email from wa\_lead@tinyhouse.org.au. [Learn why this is important](#)

Hi James

Hope you had a great weekend.

Richard Hindley from the Shire of Esperance has asked me to pass on the following suggested modifications to your LPP.

- Delete from Table 1 – 'not located in a special control area (from both rows) – should be allowed in any zone a single house is allowed. If in a special control area those provisions will apply.
- Note 5.7 allows Tiny House on their merits in the mining buffer which is SCA3 which is contrary to the original provision modified above.
- Delete from Table 1 – 'Not located in a bushfire prone area (from both rows) - this is covered by 5.3 g) and 5.8 h)

Let me know if you have any questions concerning the above.  
I have copied Richard into this email to expedite any response required.

Thanks

Kind regards

signature\_3768450389



**From:** [Shire of Boddington](#)  
**To:** [Records Department](#)  
**Subject:** Draft Local Planning Policy No 21 – Tiny Houses on Wheels, Out for comment  
**Date:** Tuesday, 14 May 2024 10:26:28 PM

---

Spark - Simply Simple !



The following form was filled out on the Shire of Boddington website.

## Draft Local Planning Policy No 21 – Tiny Houses on Wheels, Out for comment

**Full Name**

[REDACTED]

**Email Address**

[REDACTED]

**Contact Number**

[REDACTED]

**Comment**

Tiny homes are not residences or can be classified as residences under the National Construction Code.

Tiny homes are classified as a vehicle due to being on wheels.

The best classification would be a park home under the Caravan Parks regulations and these regulations only allow park homes in park home parks.

This policy is fully against the building and caravan parks legislation and should be discarded.

**Submitted:**

14/05/2024 10:26:15 PM

**IP:**

[REDACTED]

**Reference Id:**

[REDACTED]

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**From:** [Shire of Boddington](#)  
**To:** [Records Department](#)  
**Subject:** Draft Local Planning Policy No 21 – Tiny Houses on Wheels, Out for comment  
**Date:** Thursday, 16 May 2024 4:06:47 PM

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Spark - Simply Simple !



The following form was filled out on the Shire of Boddington website.

## Draft Local Planning Policy No 21 – Tiny Houses on Wheels, Out for comment

**Full Name**

[REDACTED]

**Email Address**

[REDACTED]

**Contact Number**

[REDACTED]

**Comment**

I strongly support the Shire of Boddington implementing a Tiny Houses on Wheels policy. Allowing tiny homes in a safe and sustainable way, as proposed in the draft, will have many benefits for the Shire.

It will ease the rental crisis, and even allow people to set up accomodation which will increase tourism into the area.

**Submitted:**

16/05/2024 4:06:32 PM

**IP:**

[REDACTED]

**Reference Id:**

[REDACTED]

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22 Parkland Road  
Herdsman Business Park, Osborne Park WA 6017  
PO Box 1494 Osborne Park DC WA 6916  
08 9492 9200

16 May 2024

Shire of Boddington  
Planning and Development Services  
PO Box 4  
BODDINGTON WA 6390

By email: [shire@boddington.wa.gov.au](mailto:shire@boddington.wa.gov.au)

To Whom It May Concern,

### **Draft Planning Policy 21 – Tiny Houses on Wheels.**

Thank you for the opportunity to provide feedback on the *Draft Planning Policy 21 – Tiny Houses on Wheels* (the Draft Policy).

The recognition of diverse dwelling opportunities and typologies across Western Australia is welcome – including the ability to consider Tiny House Communities.

HIA has serious concerns that Tiny Houses on Wheels (THOW) are essentially a camping trailer by design; and are not subject to building performance protections for the occupant that is otherwise afforded transportable buildings, or residential buildings generally.

HIA consider the assessment of building performance measures when prescribed through a planning instrument inappropriate – and the WA Government have agreed to avoid this outcome at s19(2) within the ABCB Inter-Governmental Agreement.

There are more considered methodologies to prescribe building performance that do not involve duplication of technical crossovers embedded within a planning scheme, within an ever-changing landscape of building requirements and r3A of the *Building Regulations 2012*, which specifies the National Construction Code as the Building Code in Western Australia.

In light of this, HIA request that the Shire of Boddington consider re-defining (or otherwise defining) a THOW as a *relocated building* within the Local Scheme.

HIA consider the appropriate building performance measures is captured at Regulation 31D of the *Building Regulations 2012*; specifically, Table 3 (at p48) for relocated buildings or incidental structures.

By defining a THOW as a *relocated building*, appropriate building performance measures can be applied which are more suited for permanent dwellings.

The *Performance Requirements* listed within the above Table are minimum qualitative standards relating to structural reliability, the spread of fire between buildings, safe movement and access, heating appliances and bushfire prone areas.

Unfortunately, this Table does not capture improved condensation control measures or personal hygiene facilities, and HIA suggest the Shire consider further referencing Volume Two, H2P2 and H4P3 to provide an occupant with an acceptable level of performance to mitigate the risks from mould and building deterioration along with minimum hygiene requirements.

Combined, this mirrors all the requirements for buildings listed at 5.3(c to g) of the Draft Policy.

However, an elegant solution may be to simply reference the Table from the *Building Regulations 2012* for the attention of interested parties within the Draft Policy, with the addition of H2P2 and H4P3 noted previously.

I trust this information will assist the Shire in finalising the Draft Policy with a view to expand considerations of dwelling diversity and housing opportunities within the Local Scheme, while protecting the minimum building performance requirements for future occupants.

HIA welcomes the opportunity to expand on these issues, and should you require any further information on any of the points raised, please contact HIA's Assistant

[REDACTED]

Yours sincerely

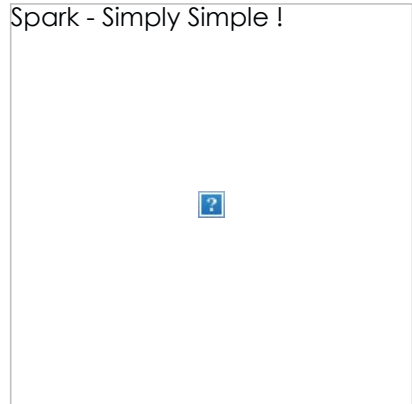
HOUSING INDUSTRY ASSOCIATION LIMITED

A handwritten signature in dark ink, appearing to read 'M. McGowan', with a long horizontal stroke extending to the right.

Michael McGowan  
EXECUTIVE DIRECTOR

**From:** [Shire of Boddington](#)  
**To:** [Records Department](#)  
**Subject:** Draft Local Public Health Plan Form Response  
**Date:** Friday, 17 May 2024 8:46:46 PM

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The following form was filled out on the Shire of Boddington website.

## Draft Local Public Health Plan

**Full Name**

[REDACTED]

**Email Address**

[REDACTED]

**Contact Number**

[REDACTED]

**Comment**

THOWs are either caravans or park homes so can not be used as a house on a block.  
The Building code would not apply because they are classified as a vehicle due to being on wheels.

A caravan can not be used on a block to live in unless permission to do so has been given by the Minister if THOWs are caravans.  
If they are a park home they can only be located in a park home park.  
Unless you are setting up a park home park or a caravan park they can not be located on a block

**Submitted:**

17/05/2024 8:46:34 PM

**IP:**

[REDACTED]

**Reference Id:**

[REDACTED]

**From:** [Shire of Boddington](#)  
**To:** [Records Department](#)  
**Subject:** Draft Local Planning Policy No 21 – Tiny Houses on Wheels, Out for comment  
**Date:** Wednesday, 22 May 2024 8:48:39 PM

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The following form was filled out on the Shire of Boddington website.

**Draft Local Planning Policy No 21 – Tiny Houses on Wheels,  
Out for comment**

**Full Name**

[Redacted]

**Email Address**

[Redacted]

**Contact Number**

[Redacted]

**Comment**

Very good move by the Boddington Shire due to the lack of housing available all over Australia for both renting or buying.

**Submitted:**

22/05/2024 8:48:25 PM

**IP:**

[Redacted]

**Reference Id:**

[Redacted]



### 9.1.3 Boddington Town Weir | Maintenance Dredging Expression of Interest

File Reference:	3.000614
Applicant:	Nil
Previous Items	Ordinary Council Meeting   136/23
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.1.3A Apex Envirocare – Expression of Interest Submission   Confidential

#### Summary

This item seeks Council's acceptance of the Expression of Interest for the maintenance dredging of the Town Weir and seeks delegated authority be provided to the Chief Executive Officer to complete a Restricted Tender to implement the works.

Council's approval will facilitate a flexible approach to carrying out the works in a staged and controlled manner with decisions to proceed to the next stage being made dynamically based on the success in early phases of operation.

#### Background

The Lions Weir was an area of interest identified by the community during consultation of the 2022 – 2032 Council Plan.

A Lions Weir Reference Group was formed to help guide the project and explore options for remediation works. The rehabilitation of the Weir precinct was divided into three main components,

1. The weir wall
2. The riverbed
3. The surrounds

Along with sediment, the Reference Group also considered the structural integrity of the weir wall and establishing a path or trail around the weir from the wall to the bridge. The Reference Group, after considering the above factors, recommended that Council maintain the current wall and undertake dredging as required.

Further details on the Lions Weir Reference Group, and their recommendation and reasoning, can be found in the report presented to the Ordinary Meeting of Council held on Thursday 23 November 2023. After considering that report, Council resolved as follows:

That Council:

1. Endorse the Lions Weir Reference Group recommendation to proceed with the dredging of the Lions Weir.
2. Request the Chief Executive Officer to apply for the necessary approvals to permit a dredging program for the town weir and seek expressions of interest from contractors to carry out the works.

An Expression of Interest (EOI) was advertised state wide on Saturday 4 May 2024. Two contractors requested EOI documents and attended an onsite briefing.

One submission was received from Apex Envirocare. A copy of this submission is attached at 9.1.3A.

### Comment

Apex Envirocare is the contractor previously engaged to carry out the investigation of silt quantity, and has presented their dredging technology to the Reference Group. They have carried out similar works on the Vasse River in Busselton. The assessment panel believe Apex Envirocare are well qualified to carry out these works.

As outlined in their submission, they propose to carry out sediment removal in three stages.

- Stage 1 starting from Lions Weir and running east approximately 200m including the priority area in front of Hotham Park. Sediment from this stage is proposed to be pumped to a laydown area to the west, located behind the Boddington Swimming Pool.
- Stage 2 would run for approximately 185m to the east of stage 1. Sediment from this stage is proposed to be pumped to a laydown area located in either the Boddington RV Park or an area on the foreshore towards Hotham River Bridge on Bannister Road.
- Stage 3 would run between stage 2 and the Bridge. Sediment from this stage would likely be pumped to a laydown area on the foreshore towards the Bridge.

All three stages will require a bunded laydown area to be constructed somewhere within the vicinity of the works.

The Project Considerations and Clarifications submitted by Apex Envirocare highlight a number of factors which are to be considered as a part of the project. The Shire will need to provide fill for the lay down areas, water to be used in the process, and temporary fencing.

Should any stage immediately follow the previous stage then there will be scope for significant savings based on reduced mobilisation and demobilisation costs, along with time spent establishing sites etc.

It would not be prudent to commit to conducting all stages without experiencing the success of early works, however, if early indications are positive, it may be efficient to decide to continue at short notice. For this reason, it is recommended that delegated authority is provided to the Chief Executive Officer to negotiate the specific terms of the engagement and determine the start and stop parameters based on the success of the dredging program. This authority is to be restricted to the financial allocation within the 2024/25 budget.

It is important to note that approvals are required for the project to proceed, which include Cultural Heritage and Environmental approvals from the State. Advice is being sought on cultural heritage to ensure appropriate consultations have been made with traditional owners, and the application for environmental approval has already been submitted.

### Consultation

Consultation was previously conducted through the Reference Group.

Details of the proposed dredging program will be published on the Shire website and the Shire's Facebook page.

### Strategic Implications

Performance Area	Planet
Outcome 4	The natural environment is preserved for the benefit of current

Objective 4.2	and future generations. Responsibly manage and enhance waterways to enable appropriate recreational uses
Action 4.2.1	Facilitate the rehabilitation of the Lions Weir, including silt removal within the river to allow recreational use

#### Legislative Implications

*Aboriginal Heritage Act 1972*  
*Rights in Water and Irrigation Act 1914*

#### Policy Implications

Nil

#### Financial Implications

\$828,000 has been allocated in the 2024/25 Budget for the Rehabilitation of Lions Weir.

#### Economic Implications

There are possibly indirect economic implications of increasing the use and activation of the weir by residents and visitors. No economic modelling has been carried out.

#### Social Implications

It is envisaged that the reduction of silt build up will improve the amenity and use of the weir as a central attraction for residents and visitors.

#### Environmental Considerations

Responsible stewardship of the Shire's environmental assets is a key consideration for this project. There are strict environmental approvals that are required for works within the waterway. All approvals will be obtained prior to any works commencing. The scope and objectives of the project will determine which approvals and impacts are applicable and how they will be managed.

#### Risk Considerations

Risk Statement and Consequence	A lack of action may result in the continued accumulation of silt leading to reduced amenity and possibly other environmental outcomes such as algal blooms.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Environmental
Risk Action Plan (controls or treatment proposed)	Undertake a dredging program of the river to remove silt.

#### **Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 112/24**

**Moved: Cr P Carrotts**

**Seconded: Cr E Smalberger**

**That Council:**

- 1. Accept the Expression of Interest from Apex Envirocare for the dredging of the Boddington Town Weir and;**
- 2. Grant delegated authority to the Chief Executive Officer to negotiate a restricted tender and program of works, and to sign the contract to engage Apex Envirocare to undertake the works, within the 2024/25 Budget parameters.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Nil

### 9.1.4 Business Assistance Grant Policy

File Reference:	3.0078
Applicant:	Nil
Previous Item:	Ordinary Council Meeting   108/18 Ordinary Council Meeting   25/23
Author:	Coordinator Community and Economic Development
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.1.4A Draft Business Assistance Grant Policy 9.1.4B Current Business Assistance Grant Policy

#### Summary

Council is requested to adopt the amended Business Assistance Grant Policy.

#### Background

The Business Assistance Grant Policy was adopted by Council in October 2018 (Resolution 108/18) and underwent a minor formatting amendment in March 2023 (Resolution 25/23). A major review of the Business Assistance Grant was identified as an action in the Council Plan 2023-33 to ensure it remains a relevant and impactful mechanism to develop and support the local economy.

#### Comment

The Policy has been structured to encompass four priority areas which reinforce prosperity and place aspirations from the Council Plan 2023-33. These include:

- Shopfront improvements e.g. facades, lighting, landscaping, and accessibility;
- Crime Prevention e.g. CCTV installation; and
- Place Activation e.g. events, art and entertainment.

Shopfront improvements will enable commercial property owners to undertake high-quality façade improvements to enhance the visual appearance and function of their building. This will increase street appeal and patronage, stimulate the economy, and improve uptake of commercial/industrial tenancies within appropriately zoned areas. Example projects may include improvement to facades, lighting, landscaping, and accessibility.

Crime Prevention will support community safety enhancement projects or programs, such as CCTV installation. This will create a safer and more secure environment by prioritising prevention as the root causes of crime, support public law enforcement, and foster a strong, resilient community. Applications in the Crime Prevention priority area will need to demonstrate footage will be available for Police.

Place Activation will provide funding to support businesses deliver projects and programs in public spaces or areas that are public facing. The aim is to activate pockets of the Shire for the benefit of residents and visitors, increase walkability, increase participation in community life and the space to the unique history of the community. Example projects may include events, art or entertainment.

Due to the Business Assistance Grant containing a broader scope and embedding a higher level of strategic alignment, it is envisioned to establish a specific allocation in the Annual Budget for \$15,000. This allocation was identified in Year 2 of the 2023/24 Council Plan as \$15,000 for a Façade Refurbishment Program. It is proposed that this is repurposed to the

Business Assistance Grant, given Façade Refurbishments make up a key element of the revised Policy outcomes.

The current Business Assistance Grant, funds applications on a 50/50 basis for \$500 for business improvement activities, or \$1,500 for shopfront improvements. It is recommended that the Business Assistance Grant increases funding to \$5,000 and continues to supports up to 50% of total project costs. This increase acknowledges the priority areas for funding require a greater level of resourcing to support, and recognises the economic benefit derived is not just to the applicant, though more broadly to the Shire of Boddington's economy.

The revised Policy also continues to:

- Accept applications throughout the year;
- Safeguard funding for local benefit by identifying ineligible applicants or applications;
- Require acknowledgement of the Shire of Boddington's contribution; and,
- Ensure the final decision to approve or decline an application remains with Council.

### Consultation

Nil

### Strategic Implications

Aspiration	Prosperity
Outcome 10	A thriving economy with good access to education and jobs for everyone.
Objective 10.1	Grow and diversify the economy and local job opportunities.
Action 10.1.6	Review the Shire's Business Assistance Grant program.

### Legislative Implications

Nil

### Policy Implications

Business Assistance Grant Policy

### Financial Implications

\$15,000 has been included in the 2024-25 draft Annual Budget, as a part of the financial allocation to progress the Council Plan actions.

### Economic Implications

The revised Business Assistance Grant will encourage entrepreneurship and innovation, cultivate a sense of civic ownership through place making, support the development of infrastructure to enhance resident and visitor appeal, generate an increases in local employment or procurement during the life of the project, as well as contribute toward improving the community's overall turnover.

### Social Implications

The revised priority areas for funding will support greater grassroots empowerment for the community to deliver projects and programs which align with the aspirations set in the Council Plan 2023-33. Recognising the skills and knowledge within Boddington fosters a sense of

shared responsibility and ownership in the development and delivery of the vision. Drawing from local capacity also fosters sense of pride, supports a higher level of community engagement, and facilitates relationship building opportunities between the Shire and local businesses.

#### Environmental Considerations

Nil

#### Risk Considerations

Risk Statement and Consequence	The key risks in relation to this matter are in the assessment of the grant applications, decisions made to award funding, as well as project alignment with the economic aspirations of the community.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Clear criteria will provide an objective mechanism to consider eligibility and assess applications.

#### Officer Recommendation and Council Decision

#### **COUNCIL RESOLUTION: 113/24**

**Moved: Cr H Prandl**

**Seconded: Cr L Lewis**

**The Council adopt the amended Business Assistance Grant Policy contained in Attachment 9.1.4A.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Nil

## Council Policy

### Business Assistance Grant

#### Purpose

The purpose of this Policy is to provide targeted financial assistance to existing businesses to deliver projects and programs that supports their growth, or benefit the Shire of Boddington strategic direction.

#### Scope

This Policy applies to small and medium sized businesses within the Shire of Boddington (Shire).

#### Definitions

Term	Meaning
ABN	An Australian Business Number is a unique eleven digit number used to identify businesses. This issued by the Australian Business register <a href="http://abr.gov.au">abr.gov.au</a> .
Application	The Business Assistance Grant Application and all of its attachments.
Advertised Closing Date	The date by which the Shire of Boddington requires complete Applications to be received for an advertised funding round.
Eligible Organisation	A small or medium sized business based within the Shire of Boddington that do not have an outstanding acquittal.
Policy	This Shire of Boddington policy titled "Business Assistance Grant"
Regulatory Approval	An approval, licence or permit required by a government body, statutory authority or similar for the carrying out of works or activities, including but not limited to Development Approvals, Building Licences, Liquor Licences, Food Business Registration and Free Trade Area Permits.
Shire	Refers to the Shire of Boddington.
Small and Medium Sized Business	Any business with less than 20 employees, as well as an annual turnover less than \$2 million.
Standard Operating Expenses	Are expenses that are core to the basic operation of a business and not directly related to delivering a unique project, activity or program.

#### Policy Statement

Council is committed to providing support for business attraction, growth and investment consistent with the Shire's overall vision.

The Policy provides assistance for the following priority areas:

1. Shopfront improvements e.g. facades, lighting, landscaping, and accessibility;
2. Crime Prevention e.g. CCTV installation; and
3. Place Activation e.g. events, art and entertainment.

#### Shopfront improvements

To provide financial support to commercial property owners to undertake high-quality façade



improvements to enhance the visual appearance and function of their building. This will increase street appeal and patronage, stimulate the economy, and improve uptake of commercial/industrial tenancies within appropriately zoned areas. Example projects may include facades, lighting, landscaping, and accessibility.

### Crime Prevention

To provide funding to support community safety enhancement projects or programs, such as CCTV installation. This creates a safer and more secure environment by prioritising prevention as the root causes of crime, support public law enforcement, and foster a strong, resilient community. Applications in the Crime Prevention priority area need to demonstrate footage will be available for Police.

### Place Activation

To provide funding to support businesses to lead deliver projects and programs in public spaces or areas that are public facing. The aim is to activate pockets of the Shire for the benefit of residents and visitors, increase walkability, increase participation in community life and the space to the unique history of the community. Example projects may include events, art or entertainment.

### Administration of the Business Assistance Grant

The Shire may administer the Business Assistance Grant to support economic goals outlined in the Council Plan.

The Business Assistance Grant is subject to a regular budget review process and availability of funding.

Applications may be accepted on an ongoing basis.

Applications should be from an eligible organisation and be for no more than \$5,000 in any single financial year. The funding supports up to 50% of total project costs.

Payment of funds are to be provided retrospectively, unless expressly agreed by the Shire.

### Eligibility

Applicants agree to meet the following general conditions before an application will be accepted and assessed:

- a. Be the property owner or have evidence of the property owner's consent to make the application;
- b. Be a small or medium sized business;
- c. Have no outstanding debt with the Shire;
- d. Acknowledge that further information may be required to accept or assess an application;
- e. Acknowledge that not all applications may be funded;
- f. Acknowledge that applications are not guaranteed to receive the full amount of funding requested;
- g. Acknowledge that the application is assessed against the Assessment Criteria;
- h. Demonstrate compliance with the relevant Planning Scheme;
- i. Be a business with an Australian Business Registration;
- j. Hold Public Liability insurance of \$10 million and provide evidence with the Application;
- k. Own or hold the appropriate permission to use any intellectual property associated with the proposed project or program;
- l. The proposed project or program is located within the Shire; and
- m. Meet any additional eligibility criteria.

The following ineligibility criteria apply to all Applications administered under this Policy:

- a. The applicant has failed to submit a satisfactory acquittal for a previous Business Assistance Grant or Community Grant Program;

- b. The location is based outside the Shire, unless there is an intention to establish or substantially operate within the Shire; and
- c. The applicant is linked in any way to a political party, political organisation, political agenda or lobbying activity.

The Business Assistance Grant does not support recurrent operational funding, including but not limited to, wages, salaries or administrative overheads.

### Assessment Criteria

The following assessment criteria applies to all Business Grants:

- a. The proposed project or program aligns with at least one of the Shire's goals outlined in the Council Plan including;
  - i. Shopfront improvements e.g. facades, lighting, landscaping, and accessibility;
  - ii. Crime Prevention e.g. CCTV installation;
  - iii. Place Activation e.g. events, art and entertainment.
- b. The applicant can demonstrate the feasibility of the proposed project or program and their capacity to successfully deliver it; and
- c. The proposed project or program is a discrete piece of work and is not, in the opinion of the Shire, a standard operational expense.

### Approval Process

The Shire only assesses Applications that are:

- a. Received from applicants meeting the eligibility requirements laid out in this Policy; and
- b. Received by the advertised closing date.

The Shire only assesses Applications received by:

- a. Assessing against the requirements and Assessment Criteria set out in this Policy; and
- b. Provide recommendations for Applications which may be accepted or declined by Council.

It is the applicant's responsibility to demonstrate in their Application how the proposed project or program meets the Assessment Criteria.

The Shire reserves the right to:

- a. Refuse a grant application, having regard for availability of funds and/or which applications best satisfy the Assessment Criteria;
- b. Offer partial-funding of a grant application, having regard for availability of funds, match-funding, which applications best satisfy the Assessment Criteria, and ability of the applicant to deliver the proposal with partial-funding; and
- c. Not award any Business Assistance Grant funding where no applications received are considered to adequately satisfy the Assessment Criteria.

The Shire reserves the right to deny funding to any party should the proposed project or program conflict with the Shire's Vision or Values, or bring the Shire's brand or reputation into disrepute at its discretion.

Where a proposed project or program requires a regulatory approval to commence, the Shire may, at its discretion, approve an Application subject to the required regulatory approvals being obtained prior to the commencement of the proposed project or program, and within a timeframe to be specified by the Shire.

All applications which meet the eligibility criteria are determined by Council.

### Acquittal

Recipients are required to acquit the funds within 90 days of the completion of the project or program.

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<b>Responsible Officer</b>	Coordinator Community and Economic Development
<b>History</b>	Adopted 23 October 2018 (Resolution 108/18) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	
<b>Related Documentation</b>	Procedure: Business Assistance Grant Forms & Templates: Business Assistance Grant Application Form, and Business Assistance Grant Guidelines.

#### Purpose

The purpose of this Policy is to establish guidelines for providing financial assistance to local businesses.

#### Scope

This Policy applies to Shire of Boddington (Shire) employees and the business owning community.

#### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Business Assistance Grants".
ABN	An Australian Business Number is a unique eleven digit number used to identify businesses. This issued by the Australian Business register <a href="http://abr.gov.au">abr.gov.au</a> .

#### Policy Statement

Council is to set aside funds in its Annual Budget to provide assistance for local businesses. Funding is only to be provided to support initiatives that provide the applicant with improved business prospects.

Financial support to local businesses under the Business Assistance Grants is to be on a 50/50 basis with Council contributing either:

- Up to \$500 for business improvement initiatives, or
- Up to \$1,500 in the case of shop front enhancement initiatives.

Applicants are to complete the Financial Assistance Application Form and submit it to Council for consideration. Applications can be submitted at any time during the year.

Applications seeking less than \$150 may be approved by the Corporate and Community Services Department. Applications seeking a grant higher than \$150 are to be submitted to Council for review.

All businesses based primarily within the Shire and that have an ABN are eligible. Individuals, not-for-profit organisations, and government bodies are not eligible.

Funding may be available for:

- Training in social media
- Website design or enhancement
- Customer service training
- Business coaching or mentoring
- Seminars
- Shop front enhancement

- Commissioning and acquisition of appropriate sculptures.

Funding is not available for:

- Salaries
- Consumables
- Disposable items
- Retrospective funding

#### Grant Conditions

- The grant is to be used solely for the specified purpose approved by Council in accordance with the grant application.
- Any part of the funds not used in accordance with these conditions is to be repaid to the Shire unless written approval is obtained.
- The applicant is to comply with all Shire policies, conditions, and Local Laws relating to the project.
- Applications are not to be considered where costs are fully reimbursed by another body.
- The amount funded is to be dependent on total project budget and the amount of funds set aside in the Shire's annual budget for the program.
- Grants are to be prioritised against other applications.
- Grant applications are to include a project commencement and anticipated completion dates.
- If the application is deemed to be in breach of any of the above mentioned grant conditions or policies, Council reserves the right to terminate the application without prior notice.

#### Selection Criteria

The application is to demonstrate:

- How the proposal is to improve business prospects,
- Capacity to fund 50% of the funds required,
- Whether the proposal is to proceed if less than the full amount is granted,
- That previous acquittals have been completed in full to a satisfactory standard,
- That it supports community projects and/or events, and
- That it meets all grant conditions of the funding program.

#### Project Evaluation Rating

High Recommendation	Meets a minimum of four of the selection criteria	100% of funds requested are allocated
Medium/High Recommendation	Meets three of the selection criteria	75% of funds requested are allocated
Medium Recommendation	Meets two of the eight selection criteria	50% of funds requested are allocated
Not Recommended	Meets less than five of the eight selection criteria	0% of funds requested are allocated

<b>Responsible Officer</b>	Chief Executive Officer
<b>History</b>	Adopted 23 October 2018 (Resolution 108/18) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	
<b>Related Documentation</b>	Forms & Templates : Financial Assistance Application Form

## 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
Author:	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 Social Investment Agreement

#### 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).

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.

#### 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, and 27 June 2024. At that last meeting, Administration's recommendation for approval was lost by a vote of 3-4 (Council Resolution 81/24).

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
  - 5<sup>th</sup> payment of \$500,000 paid on 1 July 2028
- iv. In addition, South32 has committed to meeting with Council annually to discuss further partnership opportunities for the benefit of the community.

Administration supports South32's updated road closure request and 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 and this will occur by 1 April 2026, which 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, given the delays 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.



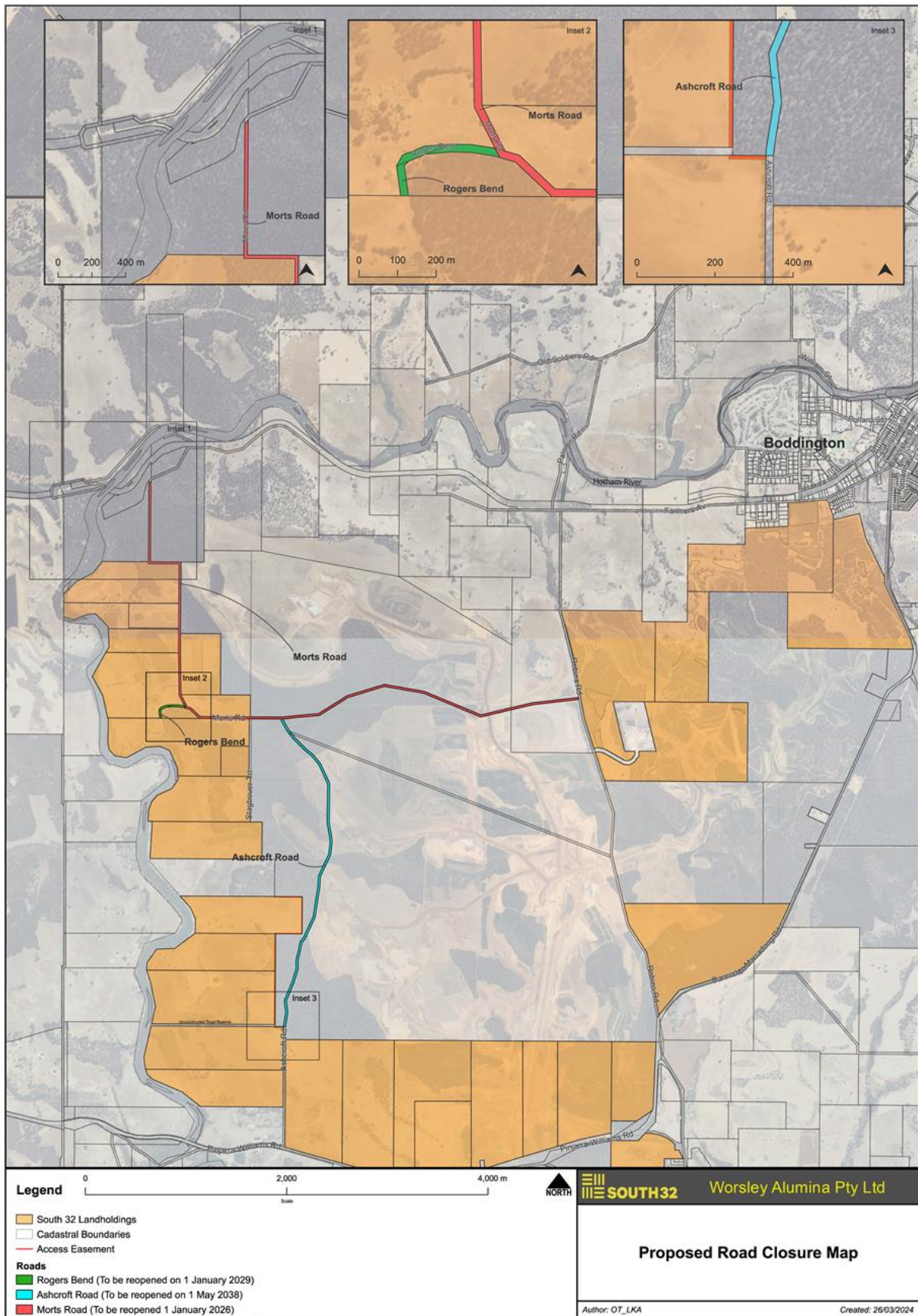


Figure 1



## 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. 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: <ul style="list-style-type: none"><li>the roads may not be approved by the Minister for re-dedication</li><li>the community may not be supportive of the decision</li><li>the deterioration of the relationship between the Shire of Boddington and South32</li></ul>
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

**Moved: Cr H Prandi**

**Seconded: Cr E Smalberger**

**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 9.2.1B 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.

#### **Amended Motion**

**COUNCIL RESOLUTION: 108/24**

**Moved: Cr L Lewis**

**Seconded: Cr J Van Heerden**

**That Council seeks legal advice of the agreement and put this item on hold until further notice.**

**Carried: 5-1**

For: Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Cr G Ventris

#### **Substantive Motion**

**COUNCIL RESOLUTION: 109/24**

**Moved: Cr L Lewis**

**Seconded: Cr J Van Heerden**

**That Council seeks legal advice of the agreement and put this item on hold until further notice.**

**Carried: 5-1**

For: Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl

Against: Cr G Ventris

## 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: <ul style="list-style-type: none"><li>the roads may not be approved by the Minister for re-dedication</li><li>the community may not be supportive of the decision</li><li>the deterioration of the relationship between the Shire of Boddington and South32</li></ul>
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 25<sup>th</sup> 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.

South32 Worsley Alumina  
PO Box 344  
Collie WA 6225

T +61 8 9734 8311  
South32.net

**south32.net**



**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](mailto: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.*

South32 Worsley Alumina  
PO Box 344  
Collie WA 6225

T +61 8 9734 8311  
South32.net

**south32.net**



**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](mailto: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	<p>(Repeated submission x 18)</p> <p>Objection to the permanent road closure on the following grounds:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b) Concerned that the roads will remain closed for longer than stated if further mining activities or expansions are approved.</li> <li>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.</li> <li>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).</li> </ul>	<p>Noted. The following comments are provided in response to the concerns raised in this submission:</p> <ul style="list-style-type: none"> <li>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>.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>v. The <i>Land and Public Works Legislation Amendment Act 2023</i> will introduce a new s.58A into the <i>Land</i></li> </ul>

## Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	<div data-bbox="219 225 913 735" data-label="Image"> </div> <p data-bbox="929 225 1265 416">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).</p> <p data-bbox="203 762 909 794">The following points are also raised in this submission:</p> <ul data-bbox="203 826 1279 1353" style="list-style-type: none"> <li>• The submitters allege a “complete lack of transparency and misleading statements made by South32 Worsley Alumina to the community and council members”.</li> <li>• South32 has committed to begin returning these roads in 2026 and needs to be held to this commitment.</li> <li>• South32’s mining activity is destroying the community and preventing the development of any other sustainable industries or activities within this region.</li> <li>• 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.</li> </ul>	<p data-bbox="1355 225 2101 635"><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.</p> <p data-bbox="1308 659 2101 962">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.</p> <p data-bbox="1308 991 2101 1458">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</p>

## Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>We are asking that the Boddington councillors stand strongly against this mining company and do not allow South32 to permanently close these roads.</li> <li>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.</li> </ul>	<p>timeframes, over and above its stated commitment to do so.</p> <p>viii. South32 has provided the following information regarding its environmental conduct in the Shire:</p> <ul style="list-style-type: none"> <li>As at June 2023, South32 has rehabilitated more than 4,000ha of land in the Shire of Boddington (equating to more than 40km<sup>2</sup> or almost 10,000 Acres). This includes 3,078.3ha of State Forrest, 703.7ha of private land, 297.1ha of private pasture.</li> <li>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.</li> <li>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.</li> <li>South32 continues to comply with all its environmental reporting and performance obligations.</li> </ul>
2	I object to the road closures that are currently being discussed.	Noted.
3	<p>Objection.</p> <p>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.</p> <p>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.</p>	<p>Noted.</p> <p>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;</p>

## Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	<p>These roads will then be part of the mine and can therefore not be reopened to the public.</p> <p>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.</p>	<p>and secondly, make it easier to re-dedicate those roads in future because the reserve alignment will already exist.</p> <p>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.</p>
4	<p>Objection.</p> <p>In April 2023, I provided the following comments on the proposed ‘temporary’ road closures and some of these concerns still remain:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Roads should still have boom gates to allow public access wherever possible.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p>Other concerns include:</p> <ul style="list-style-type: none"> <li>- The Shire’s tourism potential is being impacted by tourists currently not being able to reach key destinations, such as Tullis Bridge.</li> <li>- The loss of vegetation/diversity along the road reserves needs to be considered when the areas are handed back to the Shire.</li> <li>- The same concerns as summarised in submission 1 earlier.</li> </ul>	<p>Noted. The following comments are provided in response to the concerns raised in this submission:</p> <ol style="list-style-type: none"> <li>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>.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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</li> </ol>

## Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
		<p>Tullis Bridge can be preserved and enhanced, and made more easily accessible to tourists and the broader community in future.</p> <p>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.</p>
5	Objection.	Noted.
6	Objection.	Noted.
7	<p>Objection on the following grounds:</p> <ul style="list-style-type: none"> <li>• I attended the April 2023 Council meeting and I do not believe South32.</li> <li>• I also attended South32’s recent community information sessions where the following concerns were raised, but I found South32’s responses completely unacceptable: <ul style="list-style-type: none"> <li>- South32 previously failed to reopen Robins Road when it had committed to, by July 2020.</li> <li>- South32’s future mining plans to the north and likely transport options;</li> <li>- 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?</li> <li>- 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.</li> </ul> </li> </ul>	<p>Noted.</p> <p>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.</p> <p>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.</p> <p>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</p>



## Summary of Submissions – South32 ‘Permanent’ Road Closure Request

No.	Summary of Submission	Administration Comment
	<ul style="list-style-type: none"> <li>- Promises from previous South32/Worsley staff regarding where mining would and wouldn't occur.</li> <li>- Ongoing offsite impacts on the community and the environment.</li> <li>• 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).</li> <li>• 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.</li> </ul>	<p>stipulations have been formally documented and agreed to by South32.</p> <p>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.</p>
8	<p>Objection on the following grounds:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• I do not believe South32 when they say they'll return the roads in the timeframes they've said.</li> </ul>	<p>Noted.</p> <p>Environmental information provided by South32 is included in item viii. of Administration's response to submission 1 earlier.</p> <p>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.</p>
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.

<b>South32 entity details:</b>	South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) as agent for the Worsley Joint Venture PO Box 50, BODDINGTON WA 6390
<b>South32 Representative details:</b> (your direct South32 contact)	<b>Name: Greer Johnson</b> <b>Role: Lead External Affairs</b> <b>Telephone: 0424295596</b> <b>Email: greer.johnson@south32.net</b>
<b>Recipient details:</b>	
<b>Full legal name:</b>	Shire of Boddington
<b>Registration number (e.g. ABN):</b>	22 502 664 685
<b>Address:</b>	39 Bannister Road BODDINGTON WA 6390
<b>Recipient Representative Details:</b>	<b>Name: Julie Burton</b> <b>Role: Chief Executive Officer</b> <b>Telephone: 9883 4999</b> <b>Email: ceo@boddington.wa.gov.au</b>

## SOCIAL INVESTMENT SPECIFICS

<b>Social Investment type:</b>	Monetary
<b>Social Investment amount / value:</b>	\$2,500,000.00 plus GST
<b>Social Investment payment schedule / basis (if applicable):</b>	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: <ul style="list-style-type: none"> <li>a) \$100,000 paid to support the Shire the Boddington administration and related cost to affect the permanent road closures.</li> <li>b) \$900,000 1 July 2025</li> <li>c) \$500,000 1 July 2026</li> <li>d) \$500,000 1 July 2027</li> <li>e) \$500,000 1 July 2028</li> </ul>

**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

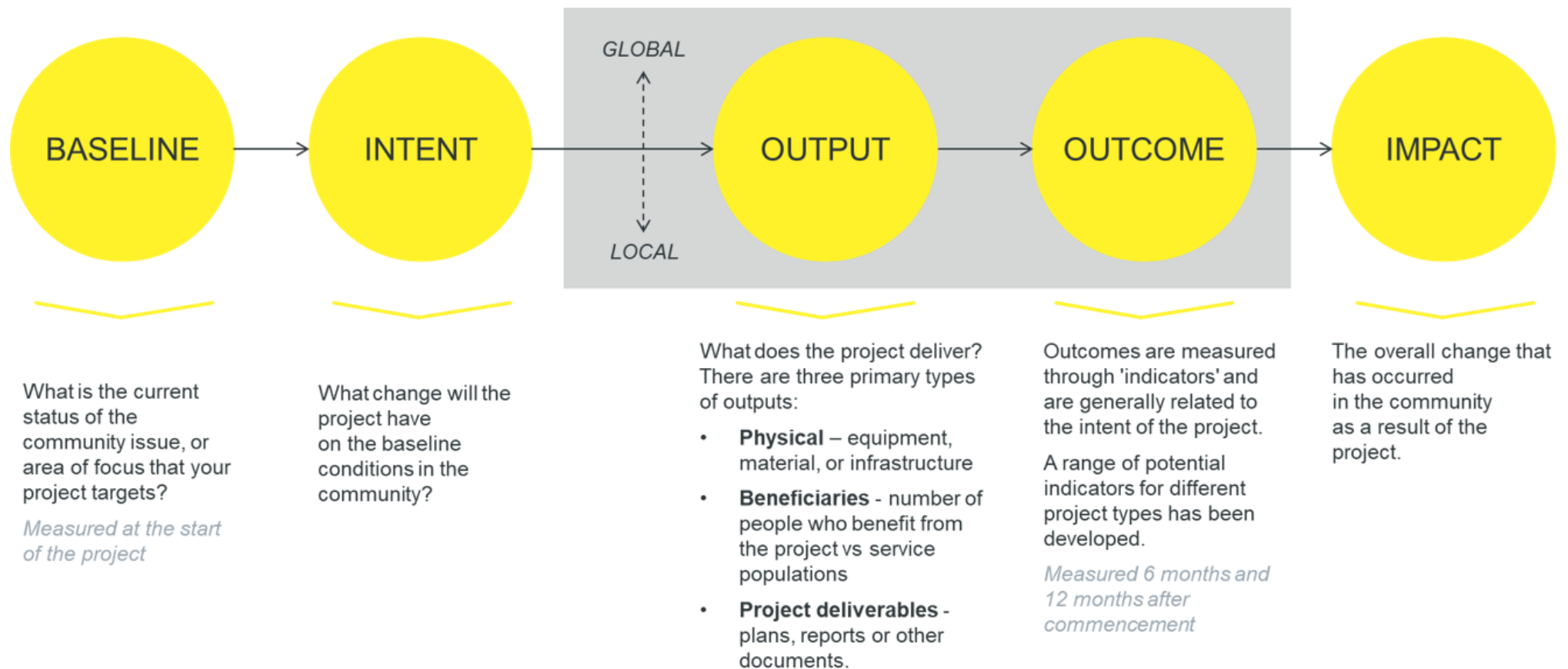
10. This Agreement is legally binding. Any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the Governing Law. The Agreement may also be executed in counterparts but 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).**





# PARTNERSHIP AGREEMENT



July 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 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**").

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<b>South32 Representative details:</b> (your direct South32 contact)	<b>Name:</b> Greer Johnson <b>Role:</b> Lead External Affairs <b>Telephone:</b> 0424295596 <b>Email:</b> greer.johnson@south32.net
<b>Recipient details:</b>	
<b>Full legal name:</b>	Shire of Boddington
<b>Registration number (e.g. ABN):</b>	22 502 664 685
<b>Address:</b>	39 Bannister Road BODDINGTON WA 6390
<b>Recipient Representative Details:</b>	<b>Name:</b> Julie Burton <b>Role:</b> Chief Executive Officer <b>Telephone:</b> 9883 4999 <b>Email:</b> ceo@boddington.wa.gov.au

## SOCIAL INVESTMENT SPECIFICS

<b>Social Investment type:</b>	Monetary
<b>Social Investment amount / value:</b>	\$2,500,000.00 plus GST – with an option of extension to be reviewed yearly.
<b>Social Investment payment schedule / basis (if applicable):</b>	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: <ul style="list-style-type: none"> <li>a) \$100,000 paid to support the Shire the Boddington administration and related cost to affect the permanent road closures before June 2025.</li> <li>b) \$900,000 1 July 2025</li> <li>c) \$500,000 1 July 2026</li> <li>d) \$500,000 1 July 2027</li> <li>e) \$500,000 1 July 2028</li> </ul>

**Social Investment purpose ("Purpose"):**

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**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.

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**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.
- South32 will meet with Council annually to discuss future partnership opportunities for the benefit of the community.
- 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:

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  - 31 July 2026
  - 31 July 2027
  - 31 July 2028
  - 31 July 2029 (Final acquittal)

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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:

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- 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:

<b>Signature of Recipient authorised representative:</b>	
<b>Name of Recipient authorised representative:</b>	
<b>Title/role of Recipient authorised representative:</b>	
<b>Date:</b>	
<b>Witness signature:</b>	
<b>Witness name:</b>	
<b>Date:</b>	
<i>Please sign and return a completed copy of this Agreement to the South32 Community Representative named above on page 1.</i>	

## 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. Not used.
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) publish any material which makes reference to the Social Investment or South32's involvement in the Social Investment or the termination of this Agreement.
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.

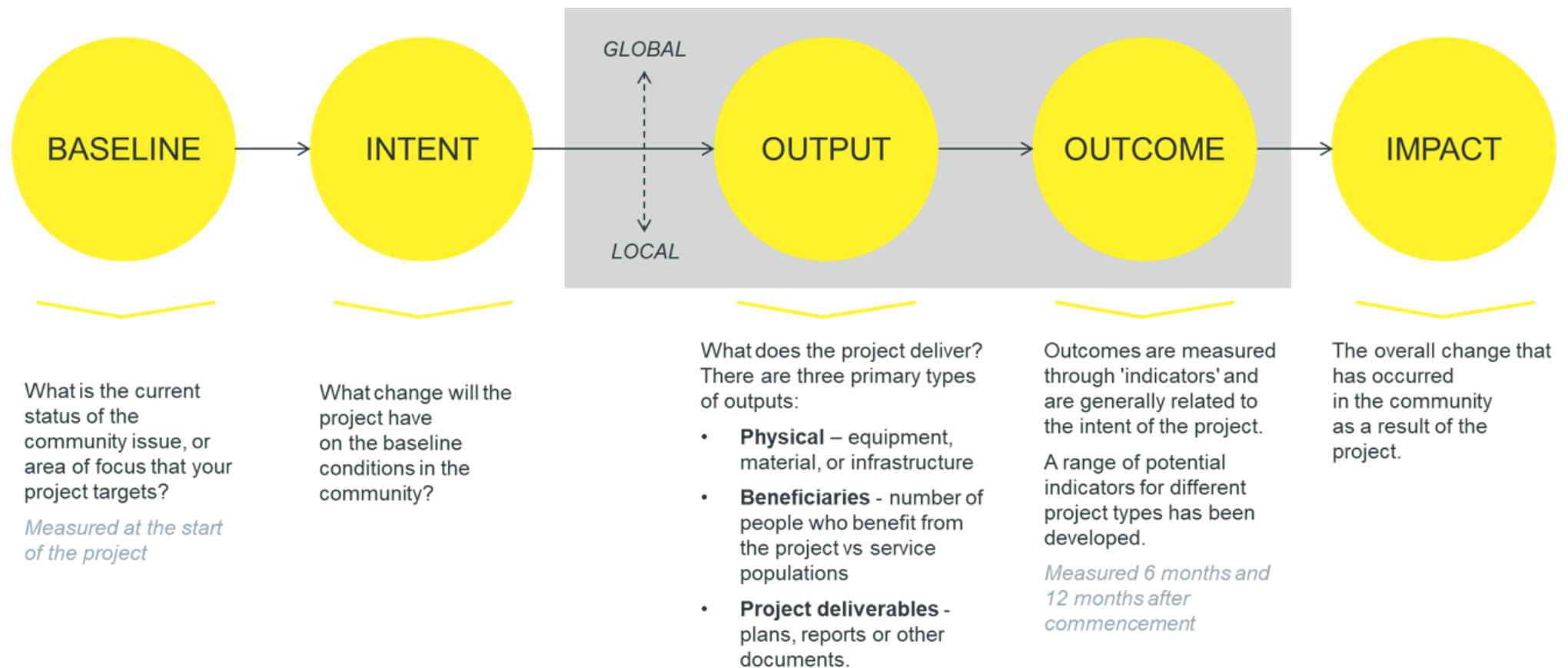
#### GOVERNING LAW AND COUNTERPARTS

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.

*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).**





## 9.2.2 Aged Care Accommodation Project

File Reference:	1.026
Applicant:	Nil
Previous Item:	Ordinary Council Meeting   96/23
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.2.2A Request for Proposal

### Summary

This agenda item recommends that the Council endorse the direction for the Residential Aged Care project in Boddington. This involves releasing a Request for Proposal (RFP) to the market within the next two months, to seek a provider to construct and operate a Residential Aged Care facility.

### Background

The Shire of Boddington has identified the provision of residential aged care as a strategic priority to support its aging population. After extensive planning and preliminary assessments, the project has reached a stage where seeking a qualified provider to develop and manage the facility is the next step. The release of the RFP will initiate this process, inviting proposals from experienced operators in the aged care sector.

Planning to date has included:

1. Development of an Aged Care Services and Accommodation Strategy. The Strategy noted the following key conclusions:
  - Boddington's aged 70+ population is experiencing significant growth.
  - Boddington's aged 80+ population is experiencing even higher growth.
  - The unmet demand for residential aged care is 37 places by 2026 across Boddington, Wandering and Williams, and 47 places by 2031 (of which 21 and 27 places are Boddington alone).
  - The summary analysis supports the feeling in the community that a solution to the current (and projected) gap in residential aged care is needed.
2. Direct approaches made to a number of potential service providers to determine the likelihood for a private or not-for-profit organisation to deliver the project, based on the demand outlined in the Report. This process resulted in three service providers expressing their in-principle interest, subject to various factors such as site identification and provision.
3. Site assessment and selection.

The Aged Accommodation Committee had previously noted the preferred option as the hospital precinct, with the site assessment seeking primarily to confirm that a 40+ bed facility would fit on the available land area. The resulting report confirmed both the suitability of the land, and that multiple layout options would be possible on the site. Council, in August 2023, approved the project proceeding utilising land within the Hospital Precinct, including the Independent Living Village. This provided an opportunity to progress the project without the need for State Government agencies to be involved in the land tenure process.
4. Purchase of two blocks of land within the preferred Precinct, to enable flexibility in relation to masterplanning of the site, and in order to maximise the potential of attracting a suitable provider to operate the facility.
5. Consideration and approval of various incentives to attract an operator in a low supply high demand market.



6. Liaison with the Western Australian Country Health Service (WACHS) to receive in principle support for release of land to the Shire adjacent to the Hospital.
7. Development of a Request for Proposal.  
The Aged Care Project Steering Committee endorsed the Request for Proposal in June 2024.

### Comment

The development of a Residential Aged Care facility is essential for meeting the growing needs of seniors in Boddington. The absence of such a facility forces many elderly residents to seek care outside the community, causing emotional and logistical challenges for them and their families.

The Project Steering Committee last met in June 2024, focusing on the final review of the Request for Proposal, prior to its release to market. At this point, the Shire had been waiting for in-principle support from WACHS to utilise the land adjacent to the Boddington Hospital, for almost 12 months. WACHS have now confirmed in writing that they support part of the Lot 500 being transferred to the management of the Shire of Boddington, with the Shire now awaiting only the support for Lot 501. When this is received negotiations will commence with the Department of Planning, Lands and Heritage (DPLH), in relation to the transfer.

The Project Steering Committee is recommending to release the RFP (Attachment 9.2.2A) to market by September, irrespective of the final outcome from WACHS / DPLH. In accordance with the previously endorsed Council position, it is possible to progress the project through the use of Shire owned land within the Independent Living Village lot. Various site layout options have been determined (Attachment 9.2.2B), however, it is not proposed to specify a layout for the Aged Care facility, but instead to work with a provider to best utilise the land that is available, in accordance with the service level, operational needs, and final decision by State Government Agencies.

The RFP content is at the final draft stage, noting that the date elements for the release and evaluation of Proposals, and the specific land availability, will be finalised and added to the document following advice from WACHS regarding the status of support for Lot 501, and Councils endorsement of the RFP.

By releasing the RFP, the Shire aims to attract a provider who can deliver high-quality care and support, enabling seniors to remain within their community and maintain their quality of life. It is acknowledged that the residential aged care industry is experiencing many challenges, and there is no guarantee that the Shire will receive suitable responses to the request. This process however, will enable Council to test the market, and then determine the next steps. It is proposed that the Committee will evaluate any proposals, with the final decision being presented to Council for endorsement.

### Consultation

Consultation has been conducted with key stakeholders, including community members, aged care experts, and potential operators. Feedback from these consultations has informed the development of the Aged Care Services Strategy, Site Assessments, and the Request for Proposal, ensuring the project outcomes align with community needs and industry standards. Further consultation will continue throughout the project to maintain transparency and stakeholder engagement.

Councillor Representatives, being Cr Ventris, Cr Smalberger, and Cr Lewis, are members of the Project Steering Committee.

### Strategic Implications

Aspiration	People
Outcome 3	An inclusive and supportive community
Objective 3.2	Address the needs of seniors
Action 3.2.1	Progress a partnership and funding options to provide a residential aged care facility in Boddington.

### Legislative Implications

Nil

### Policy Implications

Nil

### Financial Implications

The project to date has been based on the Shire of Boddington providing the land, and facilitation of the project planning. There has been no funding allocated for a contribution to the project construction cost.

### Economic Implications

The construction and operation of a Residential Aged Care facility will have significant economic benefits for Boddington. It will create jobs, both during construction and ongoing operations, and stimulate local businesses by sourcing goods and services locally. The facility will also attract new residents, contributing to the economic vitality of the community.

### Social Implications

Providing a Residential Aged Care facility will greatly enhance the social fabric of Boddington by allowing seniors to remain in their community, close to family and friends. It will support their well-being and ensure they receive the care they need in a familiar and supportive environment.

### Environmental Considerations

Environmental considerations will be addressed during the planning and construction phases to ensure the facility is developed sustainably.

### Risk Considerations

Risk Statement and Consequence	Failure to provide an aged care facility in Boddington will continue to result in displacement of families and a lower quality of life for older people who wish to remain in familiar surroundings.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Continue liaison with the Department of Planning Lands and Heritage to progress the change in land tenure.

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 114/24**

**Moved: Cr H Prandl**

**Seconded: Cr L Lewis**

**That Council endorse the release of the Request for Proposal contained in Attachment 9.2.2A, subject to minor amendments, to seek a provider to construct and operate a Residential Aged Care facility in Boddington.**

**Carried: 6-0**

**For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl**

**Against: Nil**

# Request for Proposal

RESIDENTIAL AGED CARE  
DEVELOPMENT DESIGN  
(CONSTRUCT & OPERATE)

## PREPARED BY

Shire of Boddington

## PROJECT NAME

Residential Aged Care Development Design (Construct & Operate)

## REFERENCE

[procurement reference number]

RFP RELEASED: DD/MM/YYYY

DEADLINE FOR QUESTIONS: DD/MM/YYYY

DEADLINE FOR PROPOSALS: DD/MM/YYYY

## JULIE BURTON

Chief Executive Officer

T +61 8 9883 4999

M 0428 949 824

E [ceo@boddington.wa.gov.au](mailto:ceo@boddington.wa.gov.au)

39 Bannister Road Boddington WA 6390

[www.boddington.wa.gov.au](http://www.boddington.wa.gov.au)

The Shire of Boddington acknowledges the Wilman People of the Noongar Nation as the traditional custodians, and pays respect to Elders past and present, as well as the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

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# THE OPPORTUNITY





This Request for Proposal (RFP) is issued by the Shire of Boddington, referred to below as "the Shire" or "we" or "us."

## WHAT WE NEED

The Shire is seeking a Preferred Provider to engage in a process of co-design, construction, and operation of a Residential Aged Care Facility adjacent to the Boddington Hospital, comprising a minimum of 45 residences.

The Preferred Provider will have experience in building, and delivering, residential aged care in a home-like environment and will be cognisant of the necessity to plan for and manage the recruitment of appropriately trained staff.

## WHAT WE DON'T WANT

The Shire is happy to receive proposals from a consortium that includes both experienced builders of residential aged care facilities, and experienced providers of residential aged care services, however, does not want to receive proposals that cannot deliver day to day management of the facility on an ongoing basis once it is constructed and commissioned.

## WHAT'S IMPORTANT TO US

The Shire of Boddington and its local community members have worked tirelessly over the last decade to ensure that older people are able to age positively within Boddington. This work has also embraced forward planning to enable older people to remain in Boddington as their care needs increase.

The request for proposal reflects a well-considered, genuine and professionally researched understanding of aged care needs, demands and supply, now and into the future.

In addition, because of the increasing complexities associated with mental health and dementia care needs, the community seeks to ensure residential aged care solutions use best practice design and leading care practices. This community aspiration and our research findings are reflected in this Request for Proposal.

The community's preference is for home like facilities. The background and well evidenced rationale for homelike facilities is that through the combination of the care model and the built form people living with dementia mental health (including anxiety and depression) care needs will experience superior (compared to the common residential aged care setting) health and wellbeing and are likely to require less resources to manage the behaviours of concern over their time in care. This approach will also improve staff satisfaction and retention rates.

Respondents are invited to use their expertise, innovation and creativity when developing responses building on our goal to provide a quality of care in Boddington that maximises resident's opportunities to live their best lives in their last years.

Addressing the needs of older people is becoming increasingly important for Boddington as the ageing demographic is increasing demand for services and for tailored aged persons' housing. The community's priority requirement is an Aged Care Accommodation facility to provide 24-hour, 7 day a week care to vulnerable aged residents from the Shire of Boddington and surrounding areas.

Accordingly, the Shire is interested in both the capability and experience of the Preferred Provider to construct, deliver and maintain the residential aged care services, and their philosophical approach to delivering residential aged care.

We are also interested in proposals that may deliver broader outcomes to the community, such as home care and NDIS services.

Financial and workforce sustainability are also important to us.

## WHY YOU SHOULD BID

This is a unique opportunity to expand your regional reach to deliver residential aged care only 90 minutes from Perth, into a community that places a high value on this service, and with a Shire that is fully committed to facilitating a positive outcome utilising a collaborative approach.

A needs analysis has been completed and is available to you, that evidences a requirement for a 45-bed facility. This number exceeds the efficiency modelling for care minutes and RN 24/7 requirements.

**Boddington is classified as a MM5 location and eligible for financial support through the Aged Care Capital Assistance Program Thin Markets, Multiple Streams Grant Opportunity. The Shire will fully support an application to this Opportunity by the successful Respondent.**

We have undertaken a site analysis and identified, a suitable site adjacent to the Boddington Hospital. This site is available to you on a long-term peppercorn lease. Its location will allow for ease of access for residents requiring hospital care. It will also support the development of linked health and restorative care.

In addition, we have identified further sites suitable for the construction of workforce accommodation and are committed to working with you to advocate for resources you may identify as necessary for your workforce in Boddington to be sustainable.

The Steering Committee for this project includes State Government representatives, allowing you an opportunity to showcase your work with stakeholders that may have an interest in further regional projects of a similar nature.

The selection of a Preferred Provider is not based on price, but on other criteria. The Preferred Provider must assume responsibility for securing the relevant resources, including any State and/or Federal Government Grants, although we will make every effort to assist in this process.

## A BIT ABOUT US

Less than 1.5 hours from Perth and 1 hour to Armadale or Mandurah, the Shire of Boddington covers 1,900 square kilometres. Five main rivers flow through the Shire of Boddington, and over 40 percent of the area is state forest, making it an ideal destination for hiking, cycling, canoeing, stand-up paddle boarding, horse-riding, birdwatching and viewing wildflowers.

Today, the main industry is mining, followed by agriculture. Mining employs 44 percent of the local workforce. Agriculture employs six percent of the local workforce. The main agricultural industries are sheep farming, blue gum and pine plantations and orchards. Viticulture and gourmet foods also contribute to the local economy.

Boddington is well serviced with a local hospital, medical centre, childcare facility, local school catering from kindergarten to year 10, an established arts centre, and various sports and recreation facilities.

Hotham Park provides locals and visitors with an opportunity to enjoy an amazing adventure playground, complete with nature play areas, an outdoor gym, half basketball, skate park, pump track, BBQ facilities, and a riverside cafe.

Our community is immensely proud of Boddington, and passionate about the future prosperity of the town and the richness of the community. The Shire of Boddington exists to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity. Residential Aged Care Facilities are not the usual remit of a small local





## SECTION 1:

# KEY INFORMATION



## 1.1. CONTEXT

- a. This Request for Proposal is an invitation to submit a Proposal for the Boddington Residential Aged Care Facility 'Preferred Provider' opportunity.
- b. This RFP is for Step 1 of a two-step procurement process:
  - 1. The Preferred Provider will enter into an initial agreement for the provision of Services - the design proposal phase.  
And then
  - 2. Upon satisfactorily delivering the Services, the Preferred Provider will enter into a second agreement that encompasses the long-term Lease of the selected site, with Construct and Operate obligations.

The final form of each contract will be negotiated with the Preferred Provider.

## 1.2. OUR TIMELINE

Here is our timeline for this RFP (all are WA times and dates):

Respondent briefing session	DD/MM/YY
Deadline for Questions	DD/MM/YY
Deadline for us to answer questions	DD/MM/YY
<b>Deadline for Proposals</b>	<b>DD/MM/YY</b>
Presentations by shortlisted Respondents (indicative)	DD/MM/YY
Successful Preferred Provider notified (indicative)	DD/MM/YY
Expected start date of Preferred Provider co-design process (indicative)	DD/MM/YY
Building Design - Residential Aged Care Facility	DD/MM/YY
Sustainable Workforce Plan	DD/MM/YY
Services Delivery Plan	DD/MM/YY
Expected completion date of the satisfactory delivery of Services under Step 1, and the execution of long-term lease under Step 2 of the two step procurement process.	DD/MM/YY

## 1.3. HOW TO CONTACT US

- a. Contact us through our Point of Contact via email.
- b. Our Point of Contact:  
**Chief Executive Officer**  
ceo@boddington.wa.gov.au
- c. To register for our Respondent briefing session, contact our Point of Contact via email.

## 1.4. DEVELOPING AND SUBMITTING YOUR PROPOSAL

- a. This is a competitive selection process.
- b. Take time to read and understand the RFP.
- c. Take time to understand our Requirements. These are in SECTION 2 of this document.
- d. Take time to understand how your Proposal will be evaluated. See SECTION 3 of this document.
- e. Participate in our online Respondent Briefing Session, that will provide an outline of the research, assumptions, community consultation, site modelling and more.
- f. If you have questions, ask our Point of Contact before the Deadline for Questions (see Section 1.2 above).
- g. Complete and sign the declaration at the end of the Response Form.
- h. Check you have provided all the necessary information in the correct format and order.
- i. Submit your Proposal before the Deadline for Proposals.



## 1.5. ADDRESS FOR SUBMITTING YOUR PROPOSAL

Submit your Proposal to the following address: [shire@boddington.wa.gov.au](mailto:shire@boddington.wa.gov.au)  
We will not accept Proposals sent by post or delivered to our office.  
Make sure you include all attachments and reference material.

### Our RFP Terms

#### a. Offer Validity Period

By submitting a Proposal, the Respondent agrees that their offer will remain open for [insert number] calendar months from the Deadline for Proposals.

#### b. RFP Terms

By submitting a proposal, the Respondent agrees to the RFP-Terms described in SECTION 4.

## 1.6. LATER CHANGES TO THE RFP OR RFP PROCESS

- a. After publishing the RFP, if we need to change anything or provide additional information, we will let all Respondents know by contacting Respondents by email.



## SECTION 2:

# OUR REQUIREMENTS





## 2.1. BACKGROUND

The Shire of Boddington wishes to facilitate an aged care accommodation facility. The purpose of this initiative is to provide residential care to older persons with complex care needs from the Shire of Boddington and surrounding areas.

To progress this initiative, the Shire of Boddington engaged Verso Consulting to update our Aged Care Accommodation and Services Strategy, inclusive of a review of non-traditional models of residential aged for their suitability to Boddington, and analysis of the financial and licence implications, and pathways to implementation.

This included a review of the catchment for residential aged care based in Boddington, which encompasses Williams and Wandering. Community forums and broader supply and demand evidence supports the validity of the catchment. It concluded that the unmet demand for Residential Aged Care is estimated to be 47 places by 2031.

We consider that co-locating the facility adjacent to the Boddington Hospital would be particularly beneficial and so have negotiated with WACHS for this site to be available. Refer Annexure A for the Site Plan.

## 2.2 KEY OUTCOMES

The Key outcome of this Request for Proposal is the selection of Preferred Provider.

The contract will be for the provision of Services to the Shire of Boddington. The Services sought are for:

- a. The design of a suitable Residential Aged Care Facility on land provided, in consultation with the Shire.
- b. The provision of a Sustainable Workforce Plan for the ongoing operations of the Residential Aged Care facility.
- c. The provision of a Services Delivery Plan for the ongoing operations of the Residential Aged Care Facility.

Incentives are available to the Preferred Provider for both Step 1 and Step 2 of the process, and are detailed in 2.4 Incentives.

## 2.3. WHAT WE REQUIRE FROM A RESPONDENT

### TRACK RECORD

We are seeking Respondents that have a track record of constructing and operating similar facilities in a regional context.

### CAPABILITY

We are seeking Respondents that can evidence their capability to engage in a process of co-design, construction, and operation of a Residential Aged Care Facility adjacent to the Boddington Hospital, comprising a minimum of 45 residences.

Your proposal should contain examples of Residential Aged Care Facilities you already operate to showcase your style and philosophy.

Respondents must Certify that have Approved Provider Status and are providing Aged Care services in regional areas of Australia in compliance with the Aged Care Quality and Safety Commission Act 2018 and Rules.

Where the Respondent is a consortium of several parties, the intended operator of the facility must Certify that it has Approved Provider Status and is providing Aged Care services in regional areas of Australia in compliance with the Aged Care Quality and Safety Commission Act 2018 and Rules.

Respondents must Certify that they comply with all aspects of the legislative framework for the aged care system, and are not under investigation nor have received a notification of any breach from the Aged Care Quality and Safety Commission.

### CAPACITY

We are seeking Respondents that can complete the co-design Services within the timeline specified in 1.2 and then construct the facility and commence operations no later than five years from execution of the Lease contract under Step Two.

In this context capacity also refers to the Financial Capacity of the Respondent to undertake and complete the construction within the time frame. We understand that the cost of the construction may also be supported by the securement of grants from the Federal or State Government.

### SOLUTION

We are looking for solutions that provide for a residential aged care facility, that, in a similar way to the Green House Project, incorporates home like design.

## BROADER OUTCOMES

The provision of information on opportunities that might be available under the Preferred Provider's operating model to achieve enhanced viability through delivering a multiplicity of service types, will be highly regarded. This may include home care and services under the NDIS.

We are also seeking information on how the Respondent intends to recruit and sustain the required workforce, including information on the approach to housing. This information will form part of our assessment process.

## MINIMUM CONTENT

Respondents should provide the following minimum level of information:

1. Introduction to the Respondent including philosophy of operation.
2. Confirmation of appropriate licenses and experience (capability).
3. Track record of constructing similar facilities in a regional context including the provision of at least two referees (capability).
4. Track record of operating similar facilities in a regional context including the provision of at least two referees (capability).
5. Track record of providing additional services to the community that can enhance the financial viability of your operations in a regional context, such as those identified in the Broader Outcomes sought.
6. Provision of sample designs for the residential aged care facility that speak to your philosophy of care.
7. Demonstration of the financial Capacity of the Respondent to undertake and complete the construction within the five-year time frame, for example through the provision of current financial statements or through the provision of a written Bank Opinion to this effect, specifying a capital amount. We understand that the cost of the construction may also be supported by the securement of Government Grants from the Federal or State Government and the Respondents track record in securing these grants may also be relevant.
8. Provision of Certificates of Currency for all Insurances held.
9. Sustainable Workforce intent and demonstrated experience in recruiting and managing workforce requirements in a regional context.

## 2.4. INCENTIVES

The following incentives are offered to the Preferred Provider:

- a. Priority access to the Shire of Boddington town planning staff, to advise on planning matters for the proposed Residential Aged Care Facility design.
- b. Priority access to the Shire of Boddington town planning staff, to advise on planning matters for any proposed worker accommodation.
- c. Provision of a long-term lease over the site as indicated in Annexure A on a peppercorn rental.
- d. Active support by way of advocacy for any associated funding applications to State or Federal governments.
- e. Boddington is classified as a MM5 location and eligible for financial support through the Aged Care Capital Assistance Program Thin Markets, Multiple Streams Grant Opportunity and we will fully support an application to this Opportunity from the successful Respondent.
- f. Capacity to work with the successful Respondent to identify, attract and recruit community volunteers.
- g. Assistance in promoting the successful Respondent's local recruitment initiatives.
- h. Waiver of Shire Development Application Fees - \$25,000
- i. Waiver of Shire Building Permit Fees for commercial and residential purpose \$13,500
- j. Waiver of Shire Health Fees for 5 years \$3,200
- k. Utilisation of up to 28m2 of office space for a 12 month period immediately prior to the opening of the facility, at no cost.
- l. Assistance with identifying and facilitating contact with State and Federal Government agencies with a view to progressing and funding the development.
- m. A long-term peppercorn lease for 11 Independent Living Units and the associated central hub facility, which provide a positive cash flow.

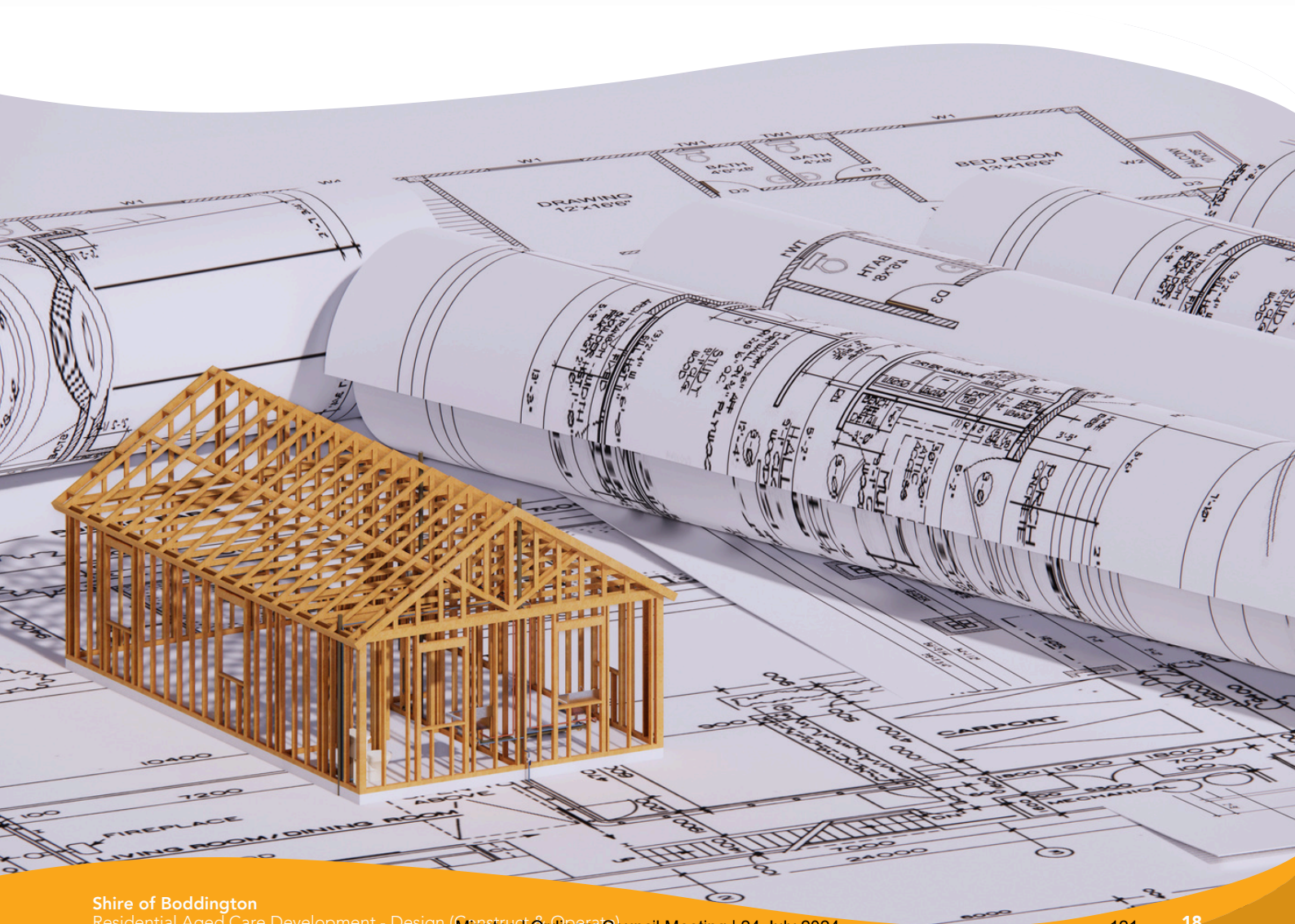
The proposed contract for the provision of services, in Step 1, is anticipated to be of nominal value. The value to the Approved Provider is provided through the provision of Incentives. If a Respondent requires additional incentives as part of its terms and conditions for the Construct and Operate phase of the procurement, these must be clearly specified within the Response to this RFP and labelled “Additional Incentives Sought”.

## 2.5. CONTRACT VALUE

We estimate the value of the Step 1 Services Contract to be \$1 plus GST.

## 2.6. OTHER DOCUMENTS

- a. RFP Response form.
- b. Site Plan (Annexure A)
- c. Standard Services Contract (Annexure B)





## SECTION 3:

# OUR EVALUATION APPROACH



This section sets out the Evaluation Approach that will be used to assess Proposals.

### 3.1. EVALUATION MODEL

All Proposals are evaluated using an evaluation model. Scores will assist in deciding the successful Respondent(s), but ultimately the decision will be based on which Proposal(s) we consider will provide the best overall benefit to our community.

### 3.2. EVALUATION CRITERIA

We will evaluate Proposals according to the following criteria and weightings.

CRITERIA	WEIGHTING
Track record design, construct, operate – in a regional context	15%
Capacity of the Respondent to operate (technical, reputation, policies, practices).	30%
Philosophy of design solution [add details].	15%
Workforce capability planning – track record	15%
Broader Outcomes, in particular the ability to provide additional value add services to the community to both enhance the community and improve financial outcomes for the operator of the facility.	10%
Financial Capability – track record to date	15%
<b>Total weightings</b>	<b>100%</b>

### 3.3. SCORING

RATING	DEFINITION	SCORE
<b>Excellent</b>	Respondent demonstrates exceptional ability, understanding, experience and skills. The Proposal identifies factors that will offer potential added value, with supporting evidence.	9-10
<b>Good</b>	Respondent demonstrates above average ability, understanding, experience and skills. The Proposal identifies minor additional benefits, with supporting evidence.	7-8
<b>Acceptable</b>	Respondent demonstrates the ability to meet the criteria, with supporting evidence.	5-6
<b>Reservations</b>	Satisfies only a minimum of the criteria but not all. Reservations about the Respondent to adequately meet the criteria. Little supporting evidence.	3-4
<b>Serious Reservations</b>	Extremely limited or no supporting evidence to meet the criteria. Minimum effort made to meet the criteria.	1-2
<b>Unacceptable</b>	Does not comply or meet the criteria at all. Insufficient information to demonstrate the criteria.	0

Only Proposals scoring Acceptable or above on every element will be considered.





## 3.4. DUE DILIGENCE

For shortlisted Respondents, we may:

- a. reference check the Respondent and any named personnel
- b. make other checks against the Respondent
- c. interview Respondents
- d. request Respondents make a presentation
- e. arrange site-visits
- f. inspect audited accounts for the last 3 financial years
- g. undertake a credit check





# SECTION 4:

# TERMS



## 4.1. PREPARING A PROPOSAL

### a. Respondent obligations.

The Respondent must:

- i. read the complete RFP and any additional information provided and referred to by us.
- ii. respond using the RFP Response Form and Pricing Schedule provided and include all information we request.
- iii. consider the risks and contingencies relating to the delivery of the RFP requirements and outline how it will manage those risks and contingencies.
- iv. include any assumptions, dependencies and/or qualifications in the Proposal, including anything that may limit its obligations or impact its ability to deliver the construct and operate elements of the project.

### b. Process acceptance.

By submitting a Proposal, the Respondent accepts the RFP-Terms.

## 4.2. OFFER VALIDITY PERIOD

The Proposal must remain open for the Offer Validity Period stated in Section 1.5 of the RFP.



## 4.3. RESPONDENT QUESTIONS

- a. The Respondent must make sure they understand the RFP.
- b. If the Respondent has any questions or needs clarification, they:
  - i. must submit questions before the Deadline for Questions (Section 1 of the RFP)
  - ii. must clearly indicate any commercially sensitive information in their questions.
  - iii. may withdraw their questions at any time.
- c. If the Respondent has any questions or needs clarification, they:
  - i. We will respond on or before the Deadline for Answers.
  - ii. We may provide details of both the questions and the answers to other Respondents. In these circumstances we will summarise the questions and will not disclose the Respondent's identity.
  - iii. We will not publish the Respondent's commercially sensitive information, however, if we consider the information to be significant for all Respondents, we may modify the question and publish both this and the answer. In that case we will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

## 4.4. SUBMITTING A PROPOSAL

- a. The Respondent must ensure we receive the Proposal at the correct email address on or before the Deadline for Proposals.
- b. After the Deadline for Proposals, we will acknowledge receipt of the Proposal.
- c. The Respondent must ensure that all information they provide to us:
  - i. is true, accurate and complete.
  - ii. is not misleading in any material respect.
  - iii. does not contain material that infringes a third party's intellectual property rights.



## SECTION 5:

# ASSESSING PROPOSALS



## 5.1. EVALUATION PANEL

Our evaluation panel will evaluate the Proposal. We may have different evaluation panel members for evaluating different aspects of the Proposal. We include independent advisors as evaluation panel members to evaluate some or all aspects of the Proposal.

## 5.2. REFEREES

- a. We may request information from a third party where we consider the information may be relevant to the RFP process, particularly in matters relating to skills, philosophy and experience.
- b. If this occurs, the Respondent:
  - i. authorises us to collect that information from the relevant third party (e.g., a referee or client), and authorises the third party to release it to us.
  - ii. agrees we may use that information in our evaluation of the Proposal.
  - iii. must ensure that all referees listed in the Proposal agree to provide a reference.

## 5.3. CLARIFICATION OF PROPOSAL

- a. We may ask the Respondent for more information or clarification on the Proposal at any time during the RFP process.
- b. We need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by us.
- d. If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by us), we may remove the Proposal from its evaluation process.

## 5.4. NEGOTIATIONS

- a. We may invite one or more Respondents to enter negotiations with a view to forming a contract.
- b. During negotiations, we may discontinue negotiations with one Respondent and then initiate negotiations with another Respondent.
- c. Unless we agree otherwise, the Respondent agrees that any legally binding contract that may result from the negotiations will be essentially in the form of Annexure B of the RFP.

## 5.5. NOTIFICATION OF OUTCOME

During the 30 Business Days after the Contract has been signed, we:

- a. will let all unsuccessful Respondents know the name of the Successful Respondents, if any.
- b. may make public the name and address of the Successful Respondents (if any).

## 5.6. OUR POINT OF CONTACT

- a. The Respondent must direct all RFP enquiries to our Point of Contact in Section 1 of the RFP.
- b. The Respondent must not approach any other employee or other representative of the Shire, directly or indirectly, for information on any aspect of the RFP.
- c. Only the Point of Contact, or a person authorised by us, may communicate with the Respondent on any aspect of the RFP. We will not be bound by any statement made by any other person.
- d. We may change our Point of Contact at any time. We will notify the Respondent of any change by email.

## 5.7. CONFLICT OF INTEREST

- a. The Respondent must complete the Conflict-of-Interest declaration in the RFP Response Form. If a joint Proposal is being submitted, each party must complete the Conflict-of-Interest declaration separately.
- b. If a Conflict of Interest arises during the RFP process, the Respondent must inform us immediately.
- c. We may exclude a Respondent from the RFP process if a material Conflict of Interest arises.

## 5.8. CONFIDENTIAL INFORMATION

- a. Without limiting any other confidentiality agreement between them, we and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this RFP, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFP process on that party's behalf, but only for the purpose of participating in the RFP. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFP process.
- d. The Respondent acknowledges that our confidentiality obligations are subject to requirements imposed by the Freedom of Information Act 1982 (FOI), the Privacy Act 1988, and any other obligations imposed by law. Where we receive an FOI request that relates to a Respondent's Confidential Information, we will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. The Respondent may disclose our Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with us before making such a disclosure.



- f. We will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

## 5.9. LIMITED RIGHTS AND OBLIGATIONS

- a. Except as stated otherwise in this Section, nothing in the RFP, these RFP Terms, or the RFP process, creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter into a Contract.
- b. The following are binding on the Respondent:
  - i. The Respondent's signed declaration (contained in the RFP Response Form).
  - ii. The Respondent's obligation to ensure the Proposal remains open for the Offer Validity Period.



# ANNEXURE A: SITE PLAN

<to be inserted following confirmation of land availability>

# ANNEXURE B: STANDARD CONSULTANT AGREEMENT

The Proposed Contract that we intend to use for this procurement is attached to this RFP as Annexure B and is the Standard Contract for Goods and Services utilised by the Shire of Boddington.

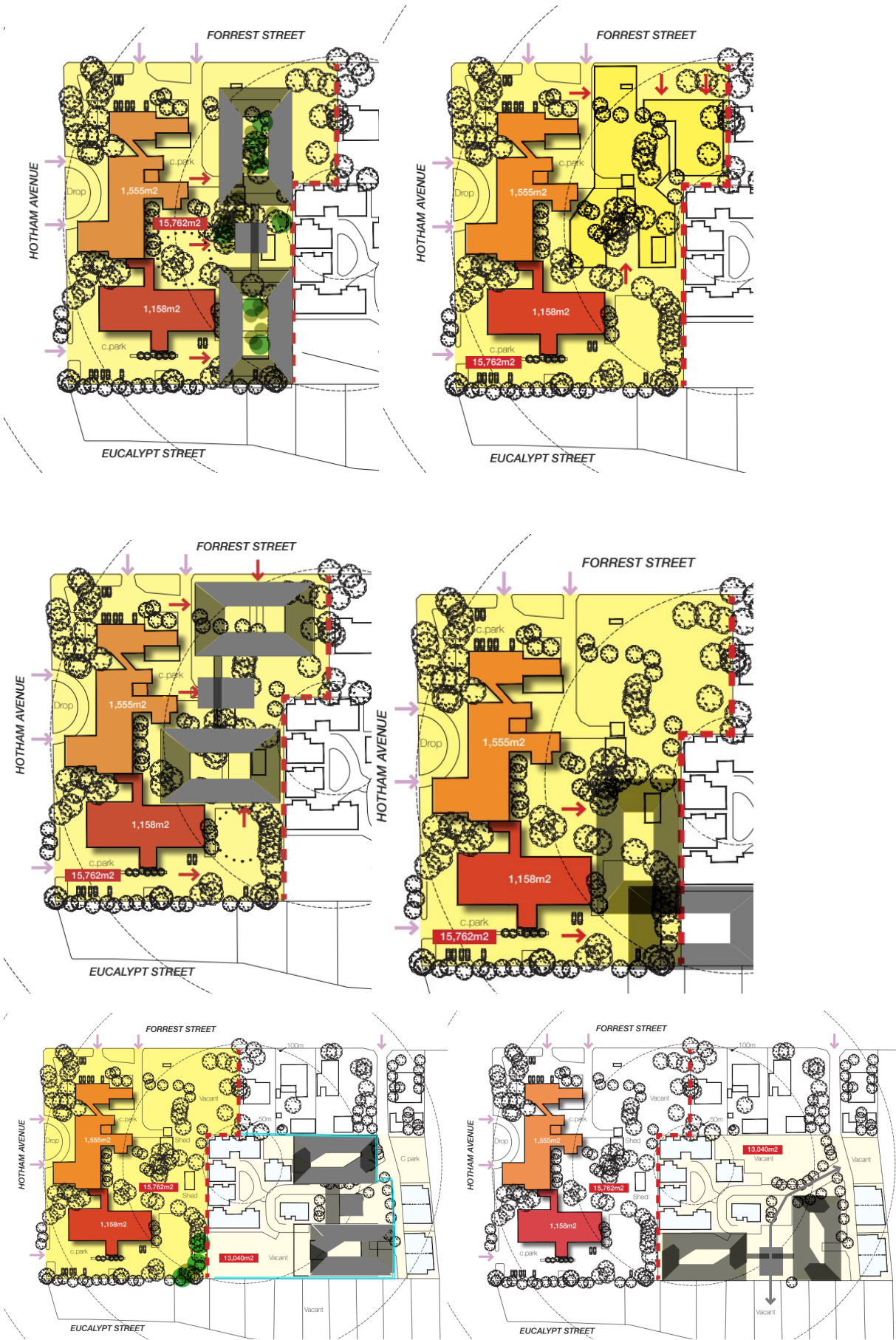
In submitting your Proposal, you must let us know if you wish to question or negotiate any of the terms or conditions in the Proposed Contract or wish to negotiate new terms or conditions.

The RFP Response Form contains a section for you to state your position. If you do not state your position, you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.





Residential Aged Care | Site layout options



## 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 30 June 2024

#### Summary

The list of payments for 30 June 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 Councils Municipal Fund and Trust Fund bank accounts to be presented to Council for the purposes of noting, in the following month.

#### Comment

The List of Payments have been made in accordance with Council'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: 115/24**

**Moved: Cr P Carrotts**

**Seconded: Cr H Prandl**

**That Council receive the list of payments for the period ending 30 June 2024 as presented.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl

Against: Nil

**SHIRE OF BODDINGTON - LIST OF PAYMENTS - JUNE 2024**

Chq/EFT	Date	Name	Description	Amount
17691	25/06/2024	DEPARTMENT OF TRANSPORT	ANNUAL VEHICLE REGISTRATION RENEWAL	8,377.90
EFT26580	06/06/2024	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	615.10
EFT26581	06/06/2024	ACMA	ACMA LICENCE RENEWAL	1,112.00
EFT26582	06/06/2024	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	242.68
EFT26583	06/06/2024	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1,300.00
EFT26584	06/06/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES MARCH 2024	2,038.04
EFT26585	06/06/2024	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE COMMUNITY GYM	27,892.00
EFT26586	06/06/2024	ZIRCODATA PTY LTD	STORAGE FEES	96.73
EFT26587	06/06/2024	DEPT OF WATER & ENVIRONMENTAL REGULATIONS	REFUSE DISPOSAL SITE ANNUAL LICENCE FEE	1,303.50
EFT26588	06/06/2024	ACUMENTIS	RENTAL VALUATION REPORT	1,100.00
EFT26589	06/06/2024	NEUGROUND WATER SERVICES	BORE PUMP - HOTHAM PARK	7,640.52
EFT26590	06/06/2024	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	1,035.58
EFT26591	06/06/2024	J & M REID EARTHMOVING PTY LTD	HIRE OF EXCAVATOR	363.00
EFT26592	06/06/2024	AUSTRALIA WIDE TAXATION & PAYROLL TRAINING	TAXATION & PAYROLL WEBINAR	445.00
EFT26593	06/06/2024	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT	7,033.95
EFT26594	06/06/2024	NICHOLAS JAMES CLEMENTS	TILING AT FORESHORE TOILET BLOCK	17,060.00
EFT26595	06/06/2024	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	879.45
EFT26596	06/06/2024	ARTS COLLIDE PTY LTD	FIRE SHED MURAL	31,482.00
EFT26597	06/06/2024	AM COCHRANE & A DAWSON	CONCRETE SLAB FOR BENCH & BIKE RACK	1,650.00
EFT26598	06/06/2024	MT IRON MINING, M & L THOMPSON AUSTRALIA	HIRE OF BULL DOZER	2,392.50
EFT26599	06/06/2024	BODDINGTON COMMUNITY NEWSLETTER	E-NEWS ANNUAL SUBSCRIPTION FEE	20.00
EFT26600	06/06/2024	LOGO APPOINTMENTS WA	CONTRACTING SERVICES - RELIEF RATES OFFICER	5,019.71
EFT26601	06/06/2024	BODDINGTON SES	REIMBURSEMENT FOR THE SES	796.88
EFT26602	12/06/2024	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE MAY 2024	80.46
EFT26603	12/06/2024	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA (WA)	VACANCY ADVERTISING	165.00
EFT26604	12/06/2024	LANDGATE	RURAL UV'S CHARGEABLE	165.75
EFT26605	12/06/2024	ADVANTAGE ENVIRONMENTAL PEST CONTROL	PEST CONTROL	675.84
EFT26606	12/06/2024	BODDINGTON RIDING CLUB	RODEO 2023 CAMPING COORDINATION	450.00
EFT26607	12/06/2024	TANIA MARIE DAWSON	BODDFIT MEMBER INDUCTIONS	280.00
EFT26608	12/06/2024	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	2,691.29
EFT26609	12/06/2024	EDGE PLANNING & PROPERTY	PLANNING SERVICES MAY 2024	2,511.43
EFT26610	12/06/2024	PORTER CONSULTING ENGINEERS	POLLARD & HILL STREET DRAINAGE UPGRADE	4,510.00
EFT26611	12/06/2024	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	379.15
EFT26612	12/06/2024	JOHN CHAPMAN	REPAIRS TO SET TOP BOX	130.00
EFT26613	12/06/2024	CURTIS ELECTRICAL CONTRACTING	RCD TESTING VARIOUS BUILDINGS	3,320.35
EFT26614	12/06/2024	BRIGHTHOUSE	CARAVAN PARK DETAILED DESIGN	40,000.00
EFT26615	12/06/2024	NEWMONT BODDINGTON GOLD	RENT 25 FARMERS AVE	1,300.00
EFT26616	12/06/2024	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES MAY 2024	55.00
EFT26617	12/06/2024	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES - FEBRUARY 2023	17,557.05
EFT26618	12/06/2024	BANNISTER EXCAVATIONS PTY LTD	CLUB DRIVE DRAINAGE AND FOOTPATH WORK	9,900.00
EFT26619	12/06/2024	ELLENBY TREE FARM	TREES FOR MAIN STREET REVITALISATION	37,137.50
EFT26620	12/06/2024	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES	640.00
EFT26621	12/06/2024	ECOCYCLE PTY LTD	REMOVAL OF E-WASTE FROM THE REFUSE SITE	3,863.60
EFT26622	12/06/2024	BODDINGTON MINI SKIPS	TOWN BIN COLLECTION MAY 2024	2,480.00
EFT26623	12/06/2024	COMMON GROUND TRAILS PTY LTD	TULLIS RAIL TRAIL AUDIT	9,207.00
EFT26624	12/06/2024	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS	618.75
EFT26625	12/06/2024	PETE'S TREEWORX	TREE PRUNING	11,550.00
EFT26626	12/06/2024	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	250.00
EFT26627	12/06/2024	SOS OFFICE EQUIPMENT	PHOTOCOPIER CHARGES	243.79
EFT26628	12/06/2024	GFG CONSULTING	PROJECT MANAGEMENT SERVICES CULTURAL CENTRE	657.25
EFT26629	12/06/2024	LINDA HOWLETT	NATIONAL VOLUNTEER WEEK ENTERTAINMENT	75.00
EFT26630	12/06/2024	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT	6,124.94
EFT26631	12/06/2024	MANDURAH PSYCHOLOGICAL SERVICES PTY LTD	EAP SERVICE FEE	225.50
EFT26632	12/06/2024	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE CARAVAN PARK	462.00
EFT26633	12/06/2024	INTERNODE PTY LTD	BROADBAND SERVICE - MEDICAL CENTRE	109.99
EFT26634	12/06/2024	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	911.50
EFT26635	12/06/2024	AUSTRALIA DAY COUNCIL OF WA INC	GOLD MEMBERSHIP SUBSCRIPTION	762.00
EFT26636	12/06/2024	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT015	525.50
EFT26637	12/06/2024	GREG DAY MOTORS	FUEL MAY 2024	9,014.40
EFT26638	12/06/2024	WESTRAC EQUIPMENT WA PTY LTD	REPAIRS TO CATERPILLAR LOADER	5,860.69
EFT26639	12/06/2024	CHUBB FIRE & SECURITY PTY LTD	MONTHLY FIRE PANEL SERVICING	330.00
EFT26640	18/06/2024	MELVILLE HYUNDAI	HYUNDAI SX2.V2 KONA EV	65,051.10
EFT26641	18/06/2024	SHIRE OF BODDINGTON	BSL COMMISSION MAY 2024	35.00
EFT26642	18/06/2024	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	BAS MAY 2024	25,308.00
EFT26643	18/06/2024	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	BSL MAY 2024	750.98
EFT26644	21/06/2024	INITIAL HYGIENE PTY LTD	SANITARY BIN SERVICE	714.96
EFT26645	21/06/2024	GREENSTONE CONTRACTING P/L	HIRE OF EXCAVATOR	1,980.00
EFT26646	21/06/2024	LANDGATE	RURAL UV REVALUATION 2023/2024	10,803.60
EFT26647	21/06/2024	BODDINGTON TYRE SERVICE	NATIONAL ROAD SAFETY CHECKS	263.00
EFT26648	21/06/2024	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS FOR MAY 2024	6,077.15
EFT26649	21/06/2024	JLT RISK SOLUTIONS PTY LTD	REGIONAL RISK COORDINATOR FEES 2023/2024	2,100.73
EFT26650	21/06/2024	PORTER CONSULTING ENGINEERS	CONSULTANCY SERVICES	3,190.00
EFT26651	21/06/2024	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	245.84
EFT26652	21/06/2024	CURTIS ELECTRICAL CONTRACTING	ELECTRICAL WORK AT THE DEPOT	1,607.55
EFT26653	21/06/2024	OSHGROU PTY LTD	FITNESS FOR WORK REPORT	1,057.50
EFT26654	21/06/2024	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE MEDICAL CENTRE	234.00
EFT26655	21/06/2024	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	FIRST AID COURSE	1,360.00
EFT26656	21/06/2024	THE FOOD BOSS	CATERING SERVICES	315.00
EFT26657	21/06/2024	JACKSON MCDONALD SERVICES PTY LTD	LEGAL SERVICES	6,268.64



**SHIRE OF BODDINGTON - LIST OF PAYMENTS - JUNE 2024**

EFT26658	21/06/2024	CORSIGN WA	SIGNAGE	242.00
EFT26659	21/06/2024	ACUMENTIS	DESKTOP VALUATION REPORT	990.00
EFT26660	21/06/2024	PROMPT SAFETY SOLUTIONS	QUARTERLY WHS SERVICE TOOLBOX MEETING	1,210.00
EFT26661	21/06/2024	SAPIO PTY LTD	SMB CARDS FOR THE REC CENTRE	841.50
EFT26662	21/06/2024	BODDINGTON SUPERMARKET PTY LTD	YOUTH CENTRE PURCHASES FOR MAY 2024	50.66
EFT26663	21/06/2024	COMMUNITY RESOURCES INC	REMOVAL OF MATTRESSES FROM THE REFUSE SITE	5,192.00
EFT26664	21/06/2024	GFG TEMPORARY ASSIST	PROJECT MANAGEMENT SUPPORT SERVICES	1,560.90
EFT26665	21/06/2024	CONNECT CALL SERVICES	AFTER HOURS CALL SERVICE MAY 2024	291.50
EFT26666	21/06/2024	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE FORESHORE TOILET BLOCK	27,219.47
EFT26667	21/06/2024	ALL WALKS OF LIFE BODDINGTON	CATERING SERVICES	243.60
EFT26668	21/06/2024	RCA CIVIL GROUP PTY LTD	DRAINAGE WORK POLLARD ST	21,800.24
EFT26669	21/06/2024	MICHAEL DUCKETT	REVIEW OF LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS	7,000.00
EFT26670	21/06/2024	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	76.35
EFT26671	21/06/2024	JRM RESOURCES PTY LTD	MULCH	3,300.00
EFT26672	21/06/2024	TOTAL QUALITY CLEAN	CARPET CLEANING SERVICES	4,279.00
EFT26673	21/06/2024	BLUE WREN PARK	BUSINESS ASSISTANCE GRANT	265.00
EFT26674	21/06/2024	AVON WASTE	RUBBISH SERVICE MAY 2024	6,593.71
EFT26675	21/06/2024	BODDINGTON SERVICE STATION	REPAIRS TO BBFB LIGHT TANKER	897.50
EFT26676	21/06/2024	BODDINGTON SPORTS & COMMUNITY CLUB INC	NATIONAL VOLUNTEER WEEK VOUCHERS	118.00
EFT26677	21/06/2024	G B GILLESPIE & SONS PTY LTD	REPAIRS TO TOWN HALL STANDPIPE	2,044.90
EFT26678	21/06/2024	WALGA	WALGA E-LEARNING SUBSCRIPTION	5,544.00
EFT26679	21/06/2024	CHUBB FIRE & SECURITY PTY LTD	FIRE EQUIPMENT INSPECTION & SERVICE	7,395.29
EFT26680	21/06/2024	SOUTH WEST FIRE UNITS	HAND PRIMER PUMP	365.24
DD16521.1	03/06/2024	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	325.58
DD16532.1	04/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,052.40
DD16532.2	04/06/2024	SYNERGY	ELECTRICITY CHARGES - COMMUNITY HUB	251.53
DD16532.3	04/06/2024	WESTERN AUSTRALIAN TREASURY CORPORATION	PAYMENT - LOAN 107	54,195.71
DD16533.1	05/06/2024	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD16533.2	05/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,304.55
DD16533.3	05/06/2024	SYNERGY	ELECTRICITY CHARGES - CROSSMAN FIRE SHED	314.59
DD16536.1	06/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	307.90
DD16536.2	06/06/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	4,049.25
DD16536.3	06/06/2024	TELSTRA LIMITED	MOBILE PHONE CHARGES - SHIRE	717.65
DD16539.1	10/06/2024	NEWBOOK PTY LTD	NEWBOOK ONLINE BOOKING FEES	201.30
DD16539.2	10/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	960.75
DD16540.1	07/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,712.95
DD16540.2	07/06/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	633.78
DD16547.1	11/06/2024	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,592.90
DD16547.2	11/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	5,596.95
DD16547.3	11/06/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	4,453.07
DD16547.4	11/06/2024	WESTERN AUSTRALIAN TREASURY CORPORATION	PAYMENT - LOAN 105	76,482.78
DD16553.1	12/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	4,201.90
DD16553.2	12/06/2024	SYNERGY	ELECTRICITY CHARGES - BCRC	2,713.89
DD16554.1	13/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	800.15
DD16558.1	14/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,114.80
DD16558.2	14/06/2024	SYNERGY	ELECTRICITY CHARGES - SWIMMING POOL	369.50
DD16564.1	17/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,613.85
DD16564.2	17/06/2024	TELSTRA LIMITED	PHONE CHARGES - SES LANDLINES	195.59
DD16565.1	18/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	348.60
DD16566.1	19/06/2024	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	830.53
DD16566.2	19/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,499.60
DD16566.3	19/06/2024	SYNERGY	ELECTRICITY CHARGES - NEW DEPOT	391.83
DD16571.1	20/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,036.35
DD16573.1	21/06/2024	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	19.85
DD16573.2	21/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	4,093.25
DD16573.3	21/06/2024	SYNERGY	ELECTRICITY CHARGES - QUINDANNING FIRE SHED	579.63
DD16575.1	24/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,195.30
DD16575.2	24/06/2024	TELSTRA LIMITED	MOBILE & ONLINE ACCESS CHARGES	730.93
DD16580.1	26/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,469.10
DD16584.1	25/06/2024	EASIFLEET MANAGEMENT	LEASE PAYMENT - CEO - 1HIZ195 & EMDS -1GVR651	3,960.44
DD16584.2	25/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	984.15
DD16584.3	25/06/2024	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	14,617.54
DD16584.4	25/06/2024	OPTUS COMMUNICATIONS	INTERNET - CCTV TRAILER	89.00
DD16584.5	25/06/2024	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	3,220.92
DD16584.6	25/06/2024	TELSTRA LIMITED	PHONE CHARGES - VARIOUS SHIRE LOCATIONS	1,019.40
DD16585.1	27/06/2024	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	90.97
DD16585.2	27/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	12,440.55
DD16585.3	27/06/2024	SYNERGY	ELECTRICITY CHARGES - CARAVAN PARK	1,549.49
DD16588.1	28/06/2024	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	296.58
DD16588.2	28/06/2024	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,436.60
DD16586.1	03/06/2024	NAB BUSINESS VISA	CREDIT CARD PURCHASES	8,521.34
				<u>765,601.45</u>
<b>JEFF ATKINS</b>				
06/05/2024		KENNARDS	HIRE OF LOADER	12.00
23/05/2024		CUTWELL	CONCRETE & BRICK PAVER CUTTING	2,475.00
27/05/2024		THE NUGGET BODDINGTON	CATERING SERVICES	67.00
<b>JAMES WICKENS</b>				
27/05/2024		LANDGATE	TITLE SEARCH	30.50
27/05/2024		LANDGATE	TITLE SEARCH	30.50
<b>SAM KEMPTON</b>				
02/05/2024		DISCOUNT PARTY WAREHOUSE	NATIONAL ROAD SAFETY WEEK	335.50

## **SHIRE OF BODDINGTON - LIST OF PAYMENTS - JUNE 2024**

07/05/2024	PARTY SOURCE	NATIONAL ROAD SAFETY WEEK	259.81
07/05/2024	REBEL	NATIONAL ROAD SAFETY WEEK	249.95
07/05/2024	DISCOUNT PARTY WAREHOUSE	NATIONAL ROAD SAFETY WEEK	-335.50
08/05/2024	MODERN TEACHING AIDS	NATIONAL ROAD SAFETY WEEK	808.44
08/05/2024	BUNNINGS	NATIONAL ROAD SAFETY WEEK	274.00
08/05/2024	KMART	NATIONAL ROAD SAFETY WEEK	224.50
08/05/2024	JB HI-FI	NATIONAL ROAD SAFETY WEEK	164.98
09/05/2024	KMART	NATIONAL ROAD SAFETY WEEK	65.00
09/05/2024	KMART	NATIONAL ROAD SAFETY WEEK	-40.00
09/05/2024	KMART	NATIONAL ROAD SAFETY WEEK	-36.00
10/05/2024	BODDINGTON MITRE 10	NATIONAL ROAD SAFETY WEEK	623.94
10/05/2024	SLIMLINE WAREHOUSE	NATIONAL ROAD SAFETY WEEK	417.34
13/05/2024	NETFLIX	SUBSCRIPTION FOR THE YOUTH CENTRE	16.99
13/05/2024	BIGW	LIBRARY ITEMS	16.00
20/05/2024	RAINBOW VINYL CO	LIBRARY MATERIALS	51.88
22/05/2024	MAGSHOP	MAGAZINE SUBSCRIPTION	85.00
23/05/2024	BODDINGTON POST OFFICE & STORE	NATIONAL ROAD SAFETY WEEK	50.00
	<b>FABIAN HOUBRECHTS</b>		
08/05/2024	DUNNINGS NORTHAM	FUEL BT04	94.79
09/05/2024	BUNNINGS	PLANTS - SHIRE OFFICE	107.54
09/05/2024	BUNNINGS	GARDENING TOOLS	157.65
13/05/2024	MUCHEA TREE FARM	TREES FOR SHIRE OFFICE	258.36
13/05/2024	COLES EXPRESS	FUEL BT04	107.80
23/05/2024	AMPOL	FUEL BT04	107.42
	<b>CARA RYAN</b>		
13/05/2024	WA NEWSPAPER	DIGITAL SUBSCRIPTION	28.00
	<b>JULIE BURTON</b>		
03/04/2024	EXETEL PTY LTD	INTERNET PLAN	975.00
03/05/2024	EVENTBRITE	PDC LUNCH	40.00
03/05/2024	MAILCHIMP	NEWSLETTER SOFTWARE	69.89
06/05/2024	DROP BOX	COUNCILLOR INFORMATION	18.69
14/05/2024	ILLUSTRATOR	ADOBE LICENSE	29.99
16/05/2024	THE REC HOTEL	WASTE & ENVIRONMENT SUMMIT	519.68
20/05/2024	REMARKABLE	SUBSCRIPTION FEE	4.99
23/05/2024	VASSE FELIX	FAREWELL GIFT	100.00
28/05/2024	NAB CARD FEE	FEE	54.00
28/05/2024	NAB INTERNATIONAL TRANSACTION FEES	FEE	0.71
	<b>PAYROLL PAYMENTS</b>		
	NAB	NET PAYROLL F/N ENDING 09/06/2024	85,621.40
	NAB	NET PAYROLL F/N ENDING 23/06/2024	77,693.08
<b>TOTAL MUNI</b>			<u>928,915.93</u>
<b>TOTAL TRUST &amp; MUNI</b>			<u><b>928,915.93</b></u>

### 9.3.2 Financial Report

File Reference: 3.0056  
Applicant: Nil  
Previous Item: Nil  
Author: Executive Manager Corporate Services  
Disclosure of Interest: Nil  
Voting Requirements: Simple Majority  
Attachments: 9.3.2A Monthly Financial Report 30 June 2024

#### Summary

The Monthly Financial Report for 30 June 2024 is presented for Councils consideration.

#### Background

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

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

#### Comment

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

#### Consultation

Nil

#### Strategic Implications

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 Act 1995*

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

##### *Local Government (Financial Management) Regulations 1996*

Regulation 34 states:

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

- which the statement relates;
- (d) material variances between the comparable amounts referred to in paragraphs (b) and (c);
- (e) the net current assets at the end of the month to which the statement relates.

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

#### Policy Implications

Nil

#### Financial Implications

As disclosed in the financial statements.

#### Economic Implications

Nil

#### Social Implications

Nil

#### Environmental Considerations

Nil

#### Risk Considerations

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

#### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 116/24**

**Moved: Cr H Prandl**

**Seconded: Cr J Van Heerden**

**That Council receive the financial statements as presented, for the period ending 30 June 2024.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Nil



**MONTHLY FINANCIAL REPORT**  
(Containing the Statement of Financial Activity)

**For the Period Ended 30 June 2024**

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

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**SHIRE OF BODDINGTON**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

	Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c)-(b) \$	Variance* % (c)-(b)/(b) %	Var.
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
Rates	6	6,538,742	6,538,742	6,539,478	736	0%	
Grants, subsidies and contributions	10	372,788	372,788	732,284	359,496	96%	▲
Fees and charges		1,199,971	1,199,971	1,379,635	179,664	15%	▲
Interest revenue		331,977	331,977	369,927	37,950	11%	▲
Other revenue		144,950	144,950	241,695	96,745	67%	▲
Profit on disposal of assets	8	65,582	65,582	31,103	(34,479)	(53%)	▼
		8,654,010	8,654,010	9,294,122	640,112		
<b>Expenditure from operating activities</b>							
Employee costs		(3,129,280)	(3,129,280)	(3,189,445)	(60,165)	(2%)	
Materials and contracts		(3,148,867)	(3,148,867)	(2,786,867)	362,000	11%	▲
Utility charges		(341,558)	(341,558)	(349,460)	(7,902)	(2%)	
Depreciation		(2,706,950)	(2,706,950)	(2,444,078)	262,872	10%	
Finance Costs		(54,968)	(54,968)	(53,182)	1,786	3%	
Insurance		(226,419)	(226,419)	(227,069)	(650)	(0%)	
Other expenditure		(25,850)	(25,850)	(24,081)	1,769	7%	
Loss on disposal of assets	8	0	0	(6,418)	(6,418)	0%	
		(9,633,892)	(9,633,892)	(9,080,600)	553,292		
Non-cash amounts excluded from operating activities	2(b)	2,641,368	2,641,368	2,405,757	(235,611)	(9%)	
<b>Amount attributable to operating activities</b>		<b>1,661,486</b>	<b>1,661,486</b>	<b>2,619,279</b>	957,793		
<b>INVESTING ACTIVITIES</b>							
<b>Inflows from investing activities</b>							
Proceeds from capital grants, subsidies and contributions	10	4,278,677	4,278,677	1,480,260	(2,798,417)	(65%)	▼
Proceeds from disposal of assets	8	189,000	189,000	39,818	(149,182)	(79%)	▼
		4,467,677	4,467,677	1,520,078	(2,947,599)		
<b>Outflows from investing activities</b>							
Payments for property, plant and equipment	8	(1,664,009)	(1,664,009)	(998,705)	665,304	40%	▲
Payments for construction of infrastructure	8	(5,910,686)	(5,910,686)	(2,490,468)	3,420,218	58%	▲
		(7,574,695)	(7,574,695)	(3,489,173)	4,085,522		
<b>Amount attributable to investing activities</b>		<b>(3,107,018)</b>	<b>(3,107,018)</b>	<b>(1,969,095)</b>	1,137,923		
<b>FINANCING ACTIVITIES</b>							
<b>Inflows from financing activities</b>							
Transfer from reserves	4	515,555	515,555	303,833	(211,722)	(41%)	▼
		515,555	515,555	303,833	(211,722)		
<b>Outflows from investing activities</b>							
Repayment of borrowings	9	(369,416)	(369,416)	(369,416)	0	0%	
Transfer to reserves	4	(834,536)	(834,536)	(834,394)	142	0%	
		(1,203,952)	(1,203,952)	(1,203,810)	142		
<b>Amount attributable to financing activities</b>		<b>(688,397)</b>	<b>(688,397)</b>	<b>(899,977)</b>	(211,580)		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
<b>Surplus of deficit at the start of the financial year</b>	2(a)	2,110,832	2,110,832	2,110,832	(0)	(0%)	
Amount attributable to operating activities		1,661,486	1,661,486	2,619,279			
Amount attributable to investing activities		(3,107,018)	(3,107,018)	(1,969,095)			
Amount attributable to financing activities		(688,397)	(688,397)	(899,977)			
<b>Surplus or deficit after imposition of general rates</b>		<b>(23,097)</b>	<b>(23,097)</b>	<b>1,861,039</b>			

**KEY INFORMATION**

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

\* Refer to Note 3 for an explanation of the reasons for the variance.

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

**SHIRE OF BODDINGTON**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

	30-06-2023	30 Jun 2024
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	8,009,668	8,404,909
Trade and other receivables	637,549	582,222
Other assets	7,883	0
<b>TOTAL CURRENT ASSETS</b>	<b>8,655,100</b>	<b>8,987,131</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	23,375	23,375
Other financial assets	40,745	40,745
Property, plant and equipment	38,372,381	38,408,087
Infrastructure	62,263,508	63,257,767
<b>TOTAL NON-CURRENT ASSETS</b>	<b>100,700,009</b>	<b>101,729,974</b>
<b>TOTAL ASSETS</b>	<b>109,355,109</b>	<b>110,717,105</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	913,531	940,807
Other liabilities	3,386,114	3,381,286
Borrowings	369,416	0
Employee related provisions	203,240	232,052
<b>TOTAL CURRENT LIABILITIES</b>	<b>4,872,301</b>	<b>4,554,145</b>
<b>NON-CURRENT LIABILITIES</b>		
Other liabilities	0	0
Borrowings	1,386,659	1,386,659
Employee related provisions	65,440	51,804
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>1,452,099</b>	<b>1,438,463</b>
<b>TOTAL LIABILITIES</b>	<b>6,324,400</b>	<b>5,992,608</b>
<b>NET ASSETS</b>	<b>103,030,709</b>	<b>104,724,497</b>
<b>EQUITY</b>		
Retained surplus	34,019,769	34,718,039
Reserve accounts	2,041,385	3,036,902
Revaluation surplus	66,969,556	66,969,556
<b>TOTAL EQUITY</b>	<b>103,030,710</b>	<b>104,724,497</b>

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



**SHIRE OF BODDINGTON**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

**1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES**

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

**Local Government Act 1995 requirements**

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and 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.

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

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

**THE LOCAL GOVERNMENT REPORTING ENTITY**

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

All monies held in the Trust Fund are excluded from the financial statements.

**Judgements and estimates**

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

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

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

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

**SIGNIFICANT ACCOUNTING POLICES**

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

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 18 July 2024

**SHIRE OF BODDINGTON**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

**2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

	Note	Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 30 Jun 2024
<b>(a) Net current assets used in the Statement of Financial Activity</b>				
<b>Current assets</b>				
Cash and cash equivalents	4	8,009,668	8,009,668	8,404,909
Rates receivables	5	300,227	300,227	300,283
Receivables	5	336,500	337,325	281,939
Inventories		0	0	0
Other current assets		7,883	7,883	0
<b>Less: Current liabilities</b>				
Payables	7	(789,786)	(913,531)	(940,808)
Borrowings	9	(369,416)	(369,416)	(0)
Capital grant/contribution liability	10	(3,236,207)	(3,086,114)	(3,381,286)
Lease Loan - retirement village		0	(300,000)	0
Provisions		(203,240)	(203,240)	(232,052)
<b>Less: Total adjustments to net current assets</b>	2(c)	<b>(1,671,969)</b>	<b>(1,671,969)</b>	<b>(2,571,946)</b>
<b>Closing funding surplus / (deficit)</b>		<b>2,383,660</b>	<b>2,110,832</b>	<b>1,861,039</b>

**(b) Non-cash items excluded from operating activities**

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

	Notes	Adopted Budget \$	YTD Budget (a) \$	YTD Actual (b) \$
<b>Non-cash items excluded from operating activities</b>				
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	8	(65,582)	(65,582)	(31,103)
Movement in employee benefit provisions (non-current)		0	0	(13,636)
Movement in other provisions (non-current)		0	0	0
Add: Loss on asset disposals	5	0	0	6,418
Add: Depreciation on assets		2,706,950	2,706,950	2,444,078
<b>Total non-cash items excluded from operating activities</b>		<b>2,641,368</b>	<b>2,641,368</b>	<b>2,405,757</b>

**(c) 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.

		Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 30 June 2024
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	4	(2,041,385)	(2,041,385)	(2,571,946)
Add: Borrowings	9	369,416	369,416	0
Add: Provisions - employee		0	0	0
<b>Total adjustments to net current assets</b>		<b>(1,671,969)</b>	<b>(1,671,969)</b>	<b>(2,571,946)</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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

**SHIRE OF BODDINGTON**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

**3 EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

	Var. \$	Var. %	Explanation of Variances
	\$	%	
<b>Revenue from operating activities</b>			
Rates	736	0%	
Grants, subsidies and contributions	359,496	96%	▲ Advance payment 2024/2025 Federal Assistance Grant.
Fees and charges	179,664	15%	▲ Increase in revenue due to increased usage of facilities and services within the community amenities and recreational area.
Interest revenue	37,950	11%	▲ Interest on Municipal Funds exceeded estimates.
Other revenue	96,745	67%	▲ Reimbursement for Workers Compensation payment higher than budget estimate.
Profit on disposal of assets	(34,479)	(53%)	▼ Trades/disposals delay. To be carried forward to 2024/2025.
<b>Expenditure from operating activities</b>			
Employee costs	(60,165)	(2%)	
Materials and contracts	362,000	11%	▲ Combination of savings and carry forwards for 2024/2025.
Utility charges	(7,902)	(2%)	
Depreciation	262,872	10%	
Finance Costs	1,786	3%	
Insurance	(650)	(0%)	
Other expenditure	1,769	7%	
Loss on disposal of assets	(6,418)	0%	
<b>Non-cash amounts excluded from operating activities.</b>	(235,611)	(9%)	
<b>Inflows from investing activities</b>			
Proceeds from capital grants, subsidies and contributions	(2,798,417)	(65%)	▼ Regional Road Group, LRCI, Growing Regions and Mountain Bike Funding delayed to 2024/2025
Proceeds from disposal of assets	(149,182)	(79%)	▼ Combination of additional proceeds on budgeted trade-ins and delay on trade-ins/disposals to be carried forward to 2024/2025
<b>Outflows from investing activities</b>			
Payments for property, plant and equipment	665,304	40%	▲ Carry Forwards for 2024-2025 includes; plant & equipment, computer equipment, interpretive and visitor centre upgrades. Savings for all other projects.
Payments for construction of infrastructure	3,420,218	58%	▲ Carry Forwards for 2024-2025 include; Regional Road projects, mountain bike trail, drainage, signage projects, Community Club playground, retaining walls, Darminning Pool upgrades, and main street revitalisation projects.
<b>Inflows from financing activities</b>			
Proceeds from new debentures	0	0%	
Transfer to reserves	(211,722)	(41%)	▼ Transfer for payment of 6 Tonne Truck delayed.
<b>Outflows from financing activities</b>			
Payments for principal portion of lease liabilities	0	0%	
Repayment of borrowings	0	0%	
Transfer to reserves	142	0%	
<b>Surplus of deficit at the start of the financial year</b>	(0)	(0%)	

SHIRE OF BODDINGTON  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2024

4 CASH AND FINANCIAL ASSETS

CASH AND INVESTMENTS

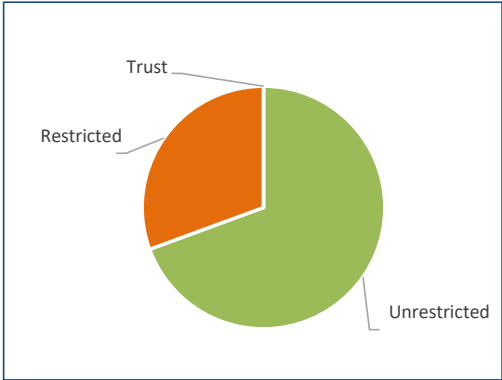
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
<b>Cash on hand</b>							
Petty Cash & Floats	400	0	400			0.00%	On Hand
<b>At Call Deposits</b>							
Municipal Funds	950,408	0	950,408		NAB		At Call
Reserve Funds	0	0	0		NAB		At Call
Bonds & Deposits	640	0	640		NAB		At Call
<b>Term Deposits &amp; Overnight Cash Deposits</b>							
Municipal Funds	4,881,515	0	4,881,515		Treasury	4.30%	Overnight
Reserve Funds	0	2,571,946	2,571,946		Treasury	4.30%	Overnight
<b>Total</b>	<b>5,832,963</b>	<b>2,571,946</b>	<b>8,404,909</b>	<b>0</b>			

KEY INFORMATION

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

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

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



Total Cash	Unrestricted
\$8.4 M	\$5.83 M

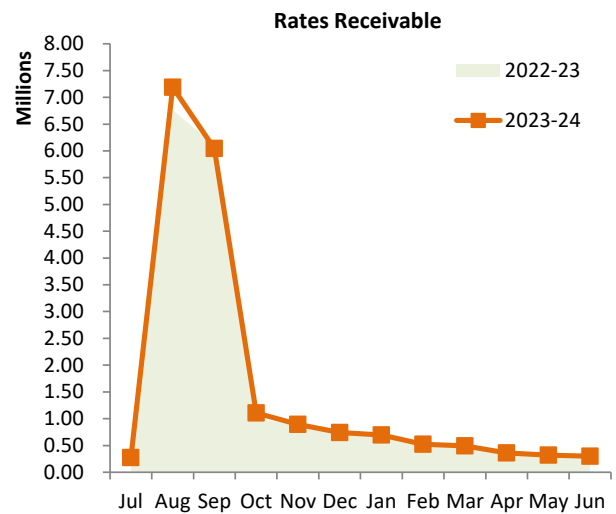
CASH BACKED RESERVES

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant	276,078	11,043	9,900	50,000	51,179	(121,343)	0	215,778	337,157
Building	299,278	11,971	10,732	100,000	101,278	0	0	411,249	411,288
Community Facility Fund	81,509	3,260	2,923	10,000	10,348	0	0	94,769	94,779
Refuse Site	80,345	3,214	2,881	50,000	50,343	0	0	133,559	133,569
Aged Housing	212,850	8,514	7,633	25,000	25,909	(90,000)	0	156,364	246,392
Swimming Pool	221,471	8,858	7,942	76,359	77,305	0	0	306,688	306,718
River Crossing	88,701	3,550	3,181	0	0	(92,249)	(91,870)	2	11
Prepaid Conditional Grants	203,985	0	0	0	0	(203,985)	(203,985)	0	0
Unspent Conditional Grants	7,978	0	0	0	0	(7,978)	(7,978)	0	0
Public Open Space	318,132	12,725	11,408	250,000	251,358	0	0	580,857	580,898
Town Weir Reserve	251,058	10,042	9,003	200,000	201,072	0	0	461,100	461,133
	2,041,385	73,177	65,603	761,359	768,792	(515,555)	(303,833)	2,360,366	2,571,946

**SHIRE OF BODDINGTON**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

**5 RECEIVABLES**

<b>Rates receivable</b>	<b>30 June 2023</b>	<b>30 Jun 2024</b>
	<b>\$</b>	<b>\$</b>
Opening arrears previous years	253,668	300,227
RATES - levied this year	5,227,323	6,539,477
RUBBISH - levied this year	253,247	297,673
ESL - levied this year	107,448	117,012
<b>TOTAL levied this year</b>	<b>5,588,018</b>	<b>6,954,162</b>
Less - collections to date	(5,541,459)	(6,954,106)
<b>Equals current outstanding</b>	<b>300,227</b>	<b>300,283</b>
<b>Net rates collectable</b>	<b>300,227</b>	<b>300,283</b>
% Collected	94.9%	95.9%



<b>Receivables - general</b>	<b>Credit</b>	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90+ Days</b>	<b>Total</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Receivables - general	(7,152)	118,894	20,534	2,476	26,135	160,887
Percentage		73.9%	12.8%	1.5%	16.2%	
<b>Balance per trial balance</b>						
Sundry receivable						160,888
GST receivable						81,356
Increase in Allowance for impairment of receivables from contracts with customers						(4,873)
Other receivables - employee related provisions						44,568
<b>Total receivables general outstanding</b>						<b>281,939</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

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

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

**Classification and subsequent measurement**

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period as classified as non-current assets.

Trade and other 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.

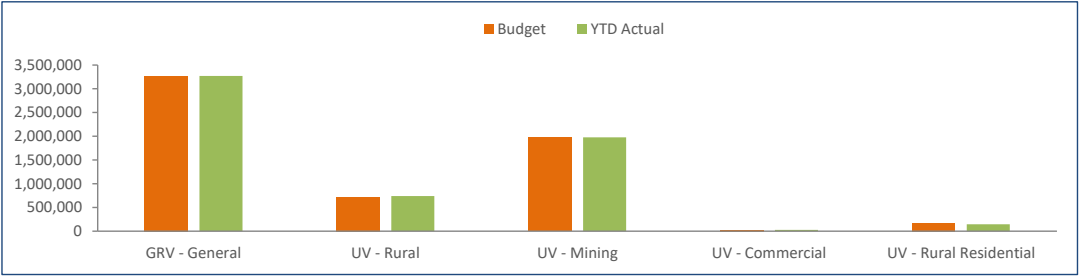
6 RATE REVENUE

RATE REVENUE

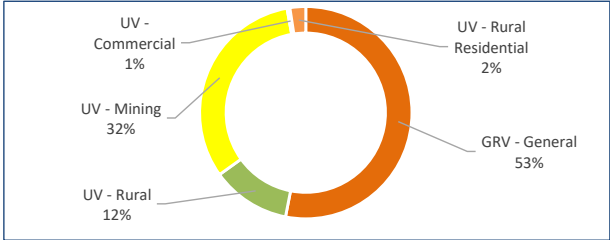
General rate revenue	Budget						YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>										
GRV - General	0.116774	561	28,017,281	3,271,690	1,000	3,272,690	3,271,690	0	0	3,271,690
<b>Unimproved value</b>										
UV - Rural	0.005205	135	138,105,000	718,837	1,000	719,837	718,837	22,735	0	741,572
UV - Mining	0.031027	128	63,725,776	1,977,220	0	1,977,220	1,977,220	0	0	1,977,220
UV - Commercial	0.021617	2	1,252,000	27,064	0	27,064	27,064	0	0	27,064
UV - Rural Residential	0.009397	127	15,719,000	147,711	20,000	167,711	147,711	0	0	147,711
<b>Sub-Total</b>		<b>953</b>	<b>246,819,057</b>	<b>6,142,522</b>	<b>22,000</b>	<b>6,164,522</b>	<b>6,142,522</b>	<b>22,735</b>	<b>0</b>	<b>6,165,257</b>
<b>Minimum payment</b>	<b>Minimum \$</b>									
<b>Gross rental value</b>										
GRV - General	945	129	239,881	121,905	0	121,905	121,905	0	0	121,905
<b>Unimproved value</b>										
UV - Rural	945	99	13,088,000	93,555	0	93,555	93,555	0	0	93,555
UV - Mining	945	42	193,745	39,690	0	39,690	39,690	0	0	39,690
UV - Commercial	945	0	0	0	0	0	0	0	0	0
UV - Rural Residential	945	126	10,767,500	119,070	0	119,070	119,070	0	0	119,070
<b>Sub-total</b>		<b>396</b>	<b>24,289,126</b>	<b>374,220</b>	<b>0</b>	<b>374,220</b>	<b>374,220</b>	<b>0</b>	<b>0</b>	<b>374,220</b>
<b>Amount from general rates</b>						<b>6,538,742</b>				<b>6,539,477</b>

KEY INFORMATION

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



General Rates	
Budget	Actual
<b>\$6.54 M</b>	<b>\$6.54 M</b>



SHIRE OF BODDINGTON  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2024

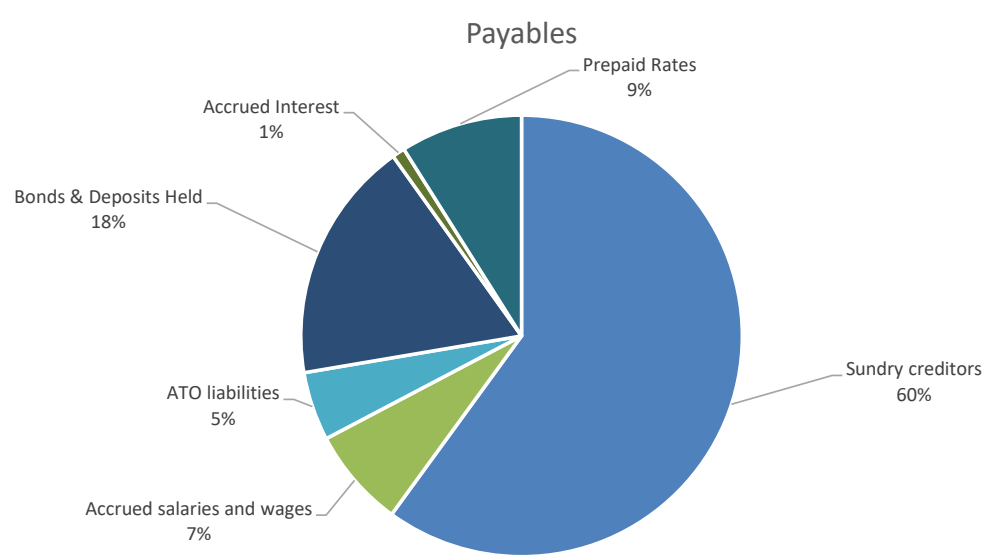
7 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	424,234	4,577	38,553	41,868	509,232
Percentage	0%	83.3%	0.9%	7.6%	8.2%	
<b>Balance per trial balance</b>						
Sundry creditors						509,232
Accrued salaries and wages						61,776
ATO liabilities						42,722
Bonds & Deposits Held						150,931
Accrued Interest						7,905
Prepaid Rates						75,942
Unclaimed Funds						490
Road Safety Alliance						91,810
<b>Total payables general outstanding</b>						<b>940,808</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire 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.



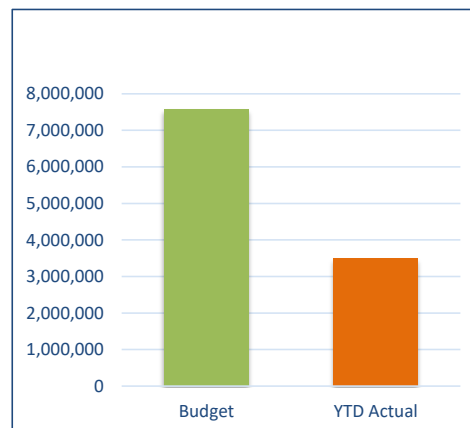


## 8 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	65,939	65,939	32,557	(33,382)
Land and Buildings	882,800	882,800	702,694	(180,106)
Plant and Equipment	715,270	715,270	263,455	(451,815)
Road Infrastructure	1,701,844	1,701,844	1,148,528	(553,316)
Footpath Infrastructure	679,414	679,414	120,035	(559,379)
Drainage Bridges Culverts	817,000	817,000	717,231	(99,769)
Infrastructure - Parks, Gardens, Recreation Facilities	2,712,428	2,712,428	504,675	(2,207,753)
<b>Total Capital Acquisitions</b>	<b>7,574,695</b>	<b>7,574,695</b>	<b>3,489,173</b>	<b>(4,085,522)</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	4,278,677	4,278,677	1,480,260	(2,798,417)
Other (disposals & C/Fwd)	189,000	189,000	39,818	(149,182)
Cash backed reserves				
Plant	121,343	0	0	0
Aged Housing	90,000	0	0	0
River Crossing	92,249	0	91,870	91,870
Contribution - operations	2,803,426	3,107,018	1,877,225	(1,229,793)
<b>Capital funding total</b>	<b>7,574,695</b>	<b>7,574,695</b>	<b>3,489,173</b>	<b>(4,085,522)</b>

### SIGNIFICANT ACCOUNTING POLICIES

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



Acquisitions	Annual Budget	YTD Actual	% Spent
	<b>\$7.57 M</b>	<b>\$3.49 M</b>	<b>46%</b>

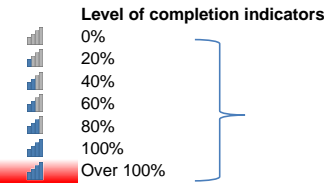
Capital Grants	Annual Budget	YTD Actual	% Received
	<b>\$4.28 M</b>	<b>\$1.48 M</b>	<b>35%</b>

8 CAPITAL ACQUISITIONS DETAILED

Capital Disposals

Asset description	Amended Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
Isuzu 4.5T Tipper	16,036	15,000	(1,036)	0	0	0
Hino 6T Truck	33,000	40,000	7,000	0	0	0
Ford Ranger Supercab	5,150	14,000	8,850	2,992	21,818	18,826
Mitsubishi Pajero	350	30,000	29,650	0	0	0
Dingo Digger	1,091	7,000	5,909	723	13,000	12,277
Road Broom	0	8,000	8,000	11,418	5,000	(6,418)
McConnel Flail Mower	40,855	40,000	(855)	0	0	0
Fuso Truck	26,936	35,000	8,064	0	0	0
	123,418	189,000	65,582	15,133	39,818	24,685

Capital Acquisitions




























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

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
IT Equipment	34,200	34,200	21,346	12,854
Councillor Tablets	4,000	4,000	0	4,000
CCTV Upgrades	27,739	27,739	11,211	16,528
<b>Total Furniture &amp; Equipment</b>	<b>65,939</b>	<b>65,939</b>	<b>32,557</b>	<b>33,382</b>
Building Asset Renewal Program	120,000	120,000	23,252	96,748
Upgrade to Pavilion to accommodate Gym	239,000	239,000	305,874	(66,874)
Crib Room for Deport	150,000	150,000	135,358	14,642
Recreation Centre - Solar Panels	20,000	20,000	20,500	(500)
Doctors House - Solar Panels	5,000	5,000	6,950	(1,950)
Foreshore Toilet Block	83,100	83,100	58,689	24,411
Recreation Centre - swipe card system	17,500	17,500	21,026	(3,526)
Pound Complex	15,000	15,000	3,073	11,927
Depot - CCTV	18,200	18,200	17,617	583
Visitor Centre - upgrade airconditioning	25,000	25,000	0	25,000
Upgrade Interpretive Centre	100,000	100,000	15,113	84,887
Land - Eucalypt Street	90,000	90,000	95,242	(5,242)
<b>Total Land &amp; Buildings</b>	<b>882,800</b>	<b>882,800</b>	<b>702,694</b>	<b>185,348</b>
4.5 Tonne Tipper	60,000	60,000	0	60,000
6 Tonne Truck	270,000	270,000	0	270,000
Slip on Unit for Ranger Vehicle	27,270	27,270	27,270	0
Replace Ford Ranger Supercab	42,500	42,500	42,988	(488)
Replace Mitsubishi Pajero Sport	60,000	60,000	59,186	814
Dingo Mini Digger	35,000	35,000	41,450	(6,450)
Road Broom	62,000	62,000	62,196	(196)
Mitsubishi Fuso Tip Truck	110,000	110,000	0	110,000
Portable CCTV Trailer	30,000	30,000	30,364	(364)
Crossman Rd Standpipe	18,500	18,500	0	18,500
<b>Total Plant &amp; Equipment</b>	<b>715,270</b>	<b>715,270</b>	<b>263,455</b>	<b>451,815</b>
RTR - Chalk Brook Road Crossing	161,639	161,639	126,400	35,239
Linemarking - Forrest Street	7,000	7,000	1,600	5,400
Gravel Sheeting	175,744	175,744	292,751	(117,007)
RRG - Crossman Rd - Surface treatment & Reseal	328,500	328,500	1,456	327,044
RRG - Harvey Quindanning Rd - improve geometry widen	848,962	848,962	726,320	122,642
RRG - Lower Hotham Rd - Reseal, shoulders, drainage	179,999	179,999	0	179,999
<b>Total Road Infrastructure</b>	<b>1,701,844</b>	<b>1,701,844</b>	<b>1,148,528</b>	<b>553,316</b>

8 CAPITAL ACQUISITIONS DETAILED (CONTINUED)

Capital Acquisitions (continued)

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
 Footpath renewal program	65,000	65,000	0	65,000
 Club Drive, Hakea Rd and Adam Street (east side)	104,414	104,414	117,832	(13,418)
 Mountain Bike Trail	510,000	510,000	2,202	507,798
<b>Total Footpath Infrastructure</b>	<b>679,414</b>	<b>679,414</b>	<b>120,035</b>	<b>559,379</b>
 Kerbing - Town Roads	10,000	10,000	0	10,000
 Improve Townsite Drainage	200,000	200,000	239,620	(39,620)
 Forrest Street Drainage	50,000	50,000	0	50,000
 William Street River Crossing	155,000	155,000	75,612	79,388
 Main Roads - Bridge Replacement	402,000	402,000	401,999	1
<b>Total Drainage/Bridges &amp; Culverts</b>	<b>817,000</b>	<b>817,000</b>	<b>717,231</b>	<b>99,769</b>
 Street Art/Mural Project	35,000	35,000	33,120	1,880
 EV Charging Stations	33,906	33,906	40,281	(6,375)
 Lighting for Hotham Park	15,000	15,000	12,246	2,754
 Red Hill Reserve	5,203	5,203	7,776	(2,573)
 Bicycle Racks for Hotham Park	10,000	10,000	5,016	4,984
 Town Street Revitalisation	1,930,272	1,930,272	158,875	1,771,397
 Regional Destination Signage	80,000	80,000	0	80,000
 Standard Green, Blue & Brown Signage	20,000	20,000	1,903	18,097
 Community Club - Playground	93,600	93,600	0	93,600
 Install Bore at Hotham Park	86,500	86,500	90,233	(3,733)
 Resurface Bowling Green	100,947	100,947	101,261	(314)
 Niche Wall	10,000	10,000	0	10,000
 Darminning (Ranford Pool)	200,000	200,000	7,165	192,835
 Boddington Sign (Albany Hwy)	35,000	35,000	34,560	440
 Tennis Court - surface rejuvenation	12,000	12,000	9,238	2,762
 Marradong Fire Brigade	30,000	30,000	1,500	28,500
 Tennis Courts - retaining wall	15,000	15,000	1,500	13,500
<b>Total Other Infrastructure</b>	<b>2,712,428</b>	<b>2,712,428</b>	<b>504,675</b>	<b>2,207,753</b>
<b>Grand Total</b>	<b>7,574,695</b>	<b>7,574,695</b>	<b>3,489,173</b>	<b>4,090,764</b>

9 BORROWINGS

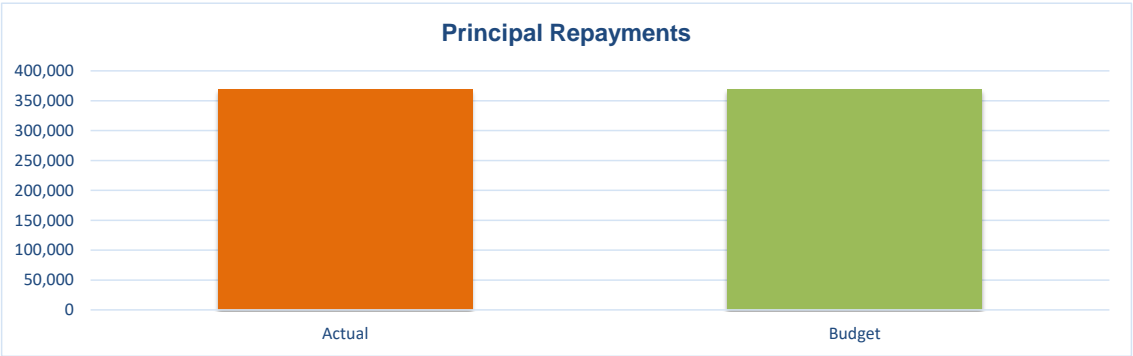
Repayments - borrowings

Information on borrowings			1 July 2023	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	Interest %		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Governance</b>											
Administration Centre	105	4.01%	148,485	0	0	148,485	148,485	-0	0	4,139	10,206
<b>Education and welfare</b>											
Childcare Centre	100	6.42%	64,728	0	0	20,228	20,228	44,500	44,500	3,405	5,075
<b>Housing</b>											
3 Pecan Place	94	6.45%	147,872	0	0	17,321	17,321	130,551	130,551	9,160	10,328
34 Hill Street	97	6.45%	149,962	0	0	17,566	17,566	132,396	132,396	9,289	10,474
<b>Recreation and culture</b>											
Recreation Centre	106	3.36%	528,888	0	0	68,216	68,217	460,672	460,671	16,517	19,438
Recreation Centre	107	1.56%	716,140	0	0	97,599	97,599	618,541	618,541	10,793	12,298
<b>Total</b>			1,756,075	0	0	369,416	369,416	1,386,659	1,386,659	53,303	67,819
Current borrowings			369,416					0			
Non-current borrowings			1,386,659					1,386,659			
			1,756,075					1,386,659			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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



<b>Principal Repayments</b>	<b>\$369,416</b>
<b>Interest Earned</b>	<b>\$369,927</b>
<b>Interest Expense</b>	<b>\$53,303</b>
<b>Reserves Balance</b>	<b>\$2,571,946</b>
<b>Loans Due</b>	<b>\$1,386,659</b>

**SHIRE OF BODDINGTON**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2024**

**10 GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue		
	Liability 1 Jul 23	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Jun 24	YTD Budget	Adopted Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants, subsidies and contributions</b>							
<b>General purpose funding</b>							
Federal Grant - General Purpose	0	0	0	0	3,526	3,526	42,347
Federal Grant - Local Roads				0	13,243	13,243	284,906
<b>Law, order, public safety</b>							
DFES - Fire Brigade Operating Grant	0	0	0	0	79,880	79,880	80,116
Mitigation Activity Grant	0	0	0	0	19,500	19,500	11,000
DFES - SES Operating Grant	0	0	0	0	35,813	35,813	30,364
AWARE Grant Funding	0	0	0	0	9,050	9,050	9,050
Abandoned Vehicles	0	0	0	0	500	500	576
<b>Health</b>							
South32 - Community Health Funding	0	25,000	0	25,000	0	0	0
<b>Education and welfare</b>							
Newmont - Community Investment Funding	0	0	0	0	0	0	0
Seniors - Living Stronger/Longer	0	0	0	0	4,000	4,000	5,935
Welfare Grants	0	0	0	0	4,000	4,000	8,045
<b>Recreation and culture</b>							
South 32 - Events Contribution	0	0	0	0	25,000	25,000	27,000
Christmas Celebration	0	0	0	0	8,000	8,000	6,850
Australia Day Grant	0	0	0	0	2,500	2,500	8,000
Thank a Volunteer	0	0	0	0	3,000	3,000	6,600
<b>Transport</b>							
Main Roads - Direct Road Grant	0	0	0	0	63,776	63,776	63,776
<b>Economic services</b>							
Contributions Area Promotion & Tourism	0	0	0	0	1,000	1,000	(0)
HWEDA VROC Facilitation Contribution	0	0	0	0	0	0	3,515
South 32 Cultural Centre	1,905,059	0	(144,205)	1,760,854	100,000	100,000	144,205
	<b>1,905,059</b>	<b>25,000</b>	<b>(144,205)</b>	<b>1,785,854</b>	<b>372,788</b>	<b>372,788</b>	<b>732,284</b>
<b>Non-operating contributions</b>							
<b>General purpose funding</b>							
LRCI - Darminning Pool Upgrades	0	0	0	0	170,596	170,596	50,375
LRCI - Main Street Revitalisation	53,482	164,617	(141,192)	76,907	141,192	141,192	141,996
South 32 - Community Investment	227,864	750,000	0	977,864	0	0	0
<b>Recreation and culture</b>							
Community Gym	100,000	0	(100,000)	0	100,000	100,000	100,000
Mountain Bike Funding	0	120,000		120,000	490,000	490,000	0
Community Club - Playground	0	0	0	0	93,600	93,600	0
Bowling Club - Resurface Bowling Green	0	0	0	0	54,896	54,896	68,942
Peel Devt. Comm - Rail Trail Grant	13,414	0	0	13,414			
<b>Transport</b>							
Footpath Grant	0	0	0	0	50,000	50,000	42,500
Main Street Revitalisation Project	272,136	0	0	272,136	1,703,400	1,703,400	0
EV Charging Stations	0	25,138	(22,027)	3,111	17,513	17,513	22,027
Roads to Recovery Funding	0	0	0	0	161,639	161,639	161,639
Regional Road Group Funding	112,159	284,000	(264,159)	132,000	893,841	893,841	490,781
Special Bridge Funding	402,000	0	(402,000)	0	402,000	402,000	402,000
	<b>1,181,055</b>	<b>1,343,755</b>	<b>(929,378)</b>	<b>1,595,432</b>	<b>4,278,677</b>	<b>4,278,677</b>	<b>1,480,260</b>
<b>TOTALS</b>	<b>3,086,114</b>	<b>1,368,755</b>	<b>(1,073,583)</b>	<b>3,381,286</b>	<b>4,651,465</b>	<b>4,651,465</b>	<b>2,212,545</b>

SHIRE OF BODDINGTON  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2024

11 BUDGET AMENDMENTS

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget adoption		Closing Surplus				0
3146209	Land Acquisition - Eucalypt Street	Res 100/23	Capital Expenses			(90,000)	(90,000)
8011482	Aged Housing Reserve	Res 100/23	Capital Revenue		90,000		0
3042100	Legal Expenses	Res 108/23	Operating Expenses			(16,000)	(16,000)
	Opening Surplus	Res 28/24				(272,828)	(288,828)
2033005	Interest On Municipal Funds	Res 28/24	Operating Revenue		120,000		(168,828)
3041020	Member Allowances	Res 28/24	Operating Expenses		9,096		(159,732)
3042015	Administration Salaries	Res 28/24	Operating Expenses		64,000		(95,732)
3042019	Administration Relief Staff	Res 28/24	Operating Expenses			(45,000)	(140,732)
3051001	Brigade Operations	Res 28/24	Operating Expenses			(39,000)	(179,732)
3051050	Fire Control Expenses	Res 28/24	Operating Expenses			(20,000)	(199,732)
2051001	DFES ESL Operating Grant	Res 28/24	Operating Revenue		18,690		(181,042)
2051015	Other Income Fire Services	Res 28/24	Operating Revenue		41,500		(139,542)
3053056	AWARE Grant Expenditure	Res 28/24	Operating Expenses			(9,050)	(148,592)
2053010	Grants & Contributions - AWARE	Res 28/24	Operating Revenue		9,050		(139,542)
2053010	ESL SES Operating Grant	Res 28/24	Operating Revenue		5,213		(134,329)
3121002	Engineer Contract Costs	Res 28/24	Operating Expenses		10,000		(124,329)
3121055	Street Tree Maintenance	Res 28/24	Operating Expenses		5,000		(119,329)
3121069	Road Maintenance - Unsealed Road	Res 28/24	Operating Expenses		37,387		(81,942)
3121070	Road Maintenance - Sealed Road	Res 28/24	Operating Expenses		35,000		(46,942)
3121076	Contributions to Main Roads	Res 28/24	Operating Expenses		7,000		(39,942)
3121085	Repairs to Bridges	Res 28/24	Operating Expenses		20,000		(19,942)
2121804	Special Bridge Funding	Res 28/24	Capital Revenue		402,000		382,058
	Main Roads Bridge Program	Res 28/24	Capital Expenses			(402,000)	(19,942)
3138010	Marketing/Tourism Consultant	Res 28/24	Operating Expenses		65,000		45,058
3141016	Internal Relief Staff	Res 28/24	Operating Expenses			(20,000)	25,058
3141020	Superannuation	Res 28/24	Operating Expenses		18,000		43,058
3112250	Upgrade to Foreshore Toilet Block	Res 28/24	Capital Expenses		20,000		63,058
3121710	South Crossman Road	Res 28/24	Capital Expenses			(113,155)	(50,097)
3132202	Standard Green, Blue & Brown Signage	Res 28/24	Capital Expenses		10,000		(40,097)
3113225	Tennis court surface rejuvenation	Res 28/24	Capital Expenses		20,000		(20,097)
3113056	Hotham Park - installation of Heart Sculpture	Res 24/24	Operating Expenses			(8,000)	(28,097)
3132076	Surveys & Architectural Drawings	Res 50/24	Operating Expenses			(40,000)	(68,097)
3031010	Valuations	Res 50/24	Operating Expenses		35,000		(33,097)
3121087	William Street River Crossing	Res 50/24	Capital Expenses		10,000		(23,097)
3053019	CCTV Upgrades - Hotham Park	Res 72/24	Capital Expenses			(16,900)	(39,997)
3112250	Upgrade to Foreshore Toilet Block	Res 72/24	Capital Expenses		16,900		(23,097)
					1,068,836	(1,091,933)	(23,097)

### 9.3.3 Consideration of Advertised Differential Rates

File Reference: 3.0039  
Applicant: Nil  
Previous Item: Ordinary Council Meeting | 99/24  
Author: Executive Manager Corporate Services  
Disclosure of Interest: Nil  
Voting Requirements: Simple Majority  
Attachments: 9.3.3A Statement of Objects and Reasons

#### Summary

This report has been prepared for Council to consider submissions received as part of the advertising of the proposed differential rates, and to authorise a request to the Minister for Local Government, Sport, and Cultural Industries to approve the proposed differential rates.

#### Background

At the Ordinary Council Meeting of 27 June 2024, Council resolved to advertise the Statement of Objects and Reasons and proposed differential rates and minimum payments for the 2024/2025 financial year. These were advertised in accordance with the Local Government Act 1995, with ratepayers provided with a minimum 21 days to lodge a submission.

The following table details the proposed 'rate in the dollar' and minimum payment.

Rating Category	Rate in the Dollar	Minimum Payment
GRV	0.122613	\$1,002
UV Rural	0.004320	\$1,002
UV Mining	0.028235	\$1,002
UV Commercial	0.018591	\$1,002
UV Rural Residential	0.007612	\$1,002

#### Comment

At the time of preparing this agenda item, the local public notice period is still open and will conclude on Tuesday, 23 July 2024. To date, there have been no submissions. If any submissions are received during the remaining notice period, they will be presented at the Council meeting as a late item for consideration. This ensures that all community input is taken into account before any final decisions are made.

The purpose of levying rates is to meet the Shire's budget requirements led by its objectives, strategies and activities, as detailed in its various plans, in order to deliver services and community infrastructure each financial year. Rates income is a significant part of the Shire's revenue needed to meet these strategic objectives.

Budget efficiencies have been considered throughout the development of the draft Budget and Strategic Resource Plan, including:

- Full review of the Long Term Financial Plan
- Review of Workforce Planning for the future
- Revaluation and assessment of the Shires Buildings and Infrastructure
- Review of the Council Plan
- Staffing requirements to deliver the outcomes of the Council Plan
- Asset renewal requirements



The level of differential rates will directly influence Council's ability to fund expenditure requirements as outlined in the 2024/25 Budget and Strategic Resource Plan. It is considered that the proposed rate strikes a balance between maintaining community desired levels of service, while limiting the impact on financial sustainability and the cost of living impacts.

Based on the proposed advertised differential rates, it is a requirement that the Shire now seeks approval of the Minister to impose differential rates for:

1. UV Commercial: rate in the dollar is more than twice the value of the lowest UV rating category.
2. UV Mining: rate in the dollar is more than twice the value of the lowest UV rating category.

### Consultation

Local public notice as prescribed under the requirements of Section 3A of the Local Government (Administration) were placed on the following forums:

1. Shire of Boddington website from 28 June 2024
2. Local newspaper, Bodd News, 2 July 2024
3. Shire of Boddington eNewsletter, Community Connect, 3 July 2024
4. Noticeboards located at the Shire Office and Library from 28 June 2024

Copies of the public notice and Statement of Objects and Reasons (Attachment 9.3.3A), were made available for public inspection at the Shire Administration Building and on the Shire website.

Landowners within the UV Mining and UV Commercial rate categories were also written to individually regarding the proposed differential rate for their properties.

### 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

Part VI of the LG Act deals with the levying of differential rates.

- Sections 6.32 and 6.33 state that Council may impose differential rates based on differential categories.
- Section 6.35 states that Council may impose a minimum payment for each category.
- Section 6.35(4) limits local governments from imposing a minimum payment on more than 50% of the properties in a category.
- Section 6.36 requires the local government to give the appropriate notice of its intention to impose differential rates and minimum payments in respect to each differential rate category.

### Policy Implications

Nil

### Financial Implications

Rate revenue directly impacts the funds available to deliver services and programs in the Council Plan.

### Economic Implications

The Shire undertakes a wide range of services and activities which are funded by rates. Many of these services and activities directly result in an economic benefit for the Shire.

### Social Implications

Rate revenue is used to carry out a range of community oriented activities which impact on the social fabric of the community.

### Environmental Considerations

Funding from rate revenue is used to carry out environmental projects as well as support agencies such as the Peel-Harvey Catchment Council. There is continued demand for these activities.

### Risk Considerations

Risk Statement and Consequence	Risks in relation to the imposition of differential rates include: the need to fund the requirements of the local government plans and strategies and the balance between this need and the community ability to pay. Failure to meet legislative requirements is another key risk.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial, reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

### Officer Recommendation and Council Decision

#### **COUNCIL RESOLUTION: 117/24**

**Moved: Cr L Lewis**

**Seconded: Cr H Prandl**

**That Council:**

- 1. Notes that no submissions were received in relation to the proposed differential rates and minimum payments for 2024/25.**
- 2. Request that the Chief Executive Officer proceed with the budget preparation based on the following rates in the dollar and minimum payment, in accordance with the Statement of Objects and Reasons contained at Attachment 9.3.3A.**

<b>Rating Category</b>	<b>Rate in the Dollar</b>	<b>Minimum Payment</b>
GRV	0.122613	\$1,002
UV Rural	0.004320	\$1,002
UV Mining	0.028235	\$1,002
UV Commercial	0.018591	\$1,002
UV Rural Residential	0.007612	\$1,002

**3. Authorise the Chief Executive Officer to proceed with the application for Ministerial Approval to impose differential rates for:**

- (a) UV Commercial; and**
- (b) UV Mining category.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Nil

## Statement of Objects and Reasons

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

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

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

Summary of the proposed minimum payments and rates in the dollar for 2024/25.

Rating Category	Rate in the Dollar	Minimum Rate
GRV General	0.122613	\$1,002
UV General	0.004320	\$1,002
UV Mining	0.028235	\$1,002
UV Commercial	0.018591	\$1,002
UV Rural Residential	0.007612	\$1,002

## Gross Rental Values (GRV)

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

### GRV – General Rate

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

## Unimproved Values (UV)

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

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

### **UV - General**

#### **Characteristics**

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

#### **Objects**

To provide a base level of rating for UV properties.

#### **Reasons**

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

### **UV - Mining**

#### **Characteristics**

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

#### **Objects**

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

#### **Reasons**

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

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

### **UV - Commercial**

#### **Characteristics**

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

#### **Objects**

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

#### **Reasons**

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

## **UV – Rural Residential**

### **Characteristics**

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

### **Objects**

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

### **Reasons**

This category has a higher rate in the dollar than UV General to ensure that all properties can be rated equitably, including the ability to have a consistent minimum rate across all categories.

## **Minimum Payments**

The setting of general minimum payment level within all rating categories is an important method of ensuring all properties contribute an equitable rate amount to non-exclusive services. The minimum payment has been set at \$1,002 for all rating categories.

### 9.3.4 Policy Review | Elected Member Continuing Professional Development

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 Amended Elected Member Continuing Professional Development Policy 9.3.4B Current Elected Member Continuing Professional Development Policy

#### Summary

Council is requested to review and adopt the Elected Member Continuing Professional Development Policy as required by 5.128 of the Local Government Act 1995.

#### Background

The requirement for compulsory Council Member training was introduced in 2019 as part of the amendment to the *Local Government Act 1995*, and as such, the Elected Member Continuing Professional Development Policy was first adopted in May 2020.

The Local Government Act 1995 specifies that the Policy is to be reviewed following each Ordinary Election, therefore, the Elected Member Continuing Professional Development Policy has now undergone its second review, with only minor changes being proposed. The intention of the Policy has not changed.

#### Comment

The Policy highlights that Council Members are required to undertake the following training modules within the period of 12 months from the day the Council Member was elected, unless a prescribed exemption applies:

- Understanding Local Government;
- Serving on Council;
- Meeting Procedures;
- Conflicts of Interest; and
- Understanding Financial Reports and Budgets.

Council Members are further encouraged to participate in other conferences and training specifically designed to enhance the skills and knowledge relating to roles and responsibilities as a Council Member of the Shire.

In addition to this, following each election, the Shire provides newly elected Council Members with information such as roles and responsibilities, legislative obligations and the strategic direction of the Local Government. Continuing/previously elected Council Members are encouraged to participate in nominated elements of the induction program, to refresh their understanding.

The Policy also details the professional development expenses that are to be covered the Local Government, the application and approval process for Council Member professional development, as well as the reporting and publishing requirements required to be met by the Chief Executive Officer.



## 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
Action 12.1.3	Maintain statutory reporting requirements (including compliance audit return, delegation register, policy reviews and statutory registers) to deliver quality governance)

## Legislative Implications

Endorsement of the revised Council Member Continuing Professional Development Policy ensures compliance with the *Local Government Act 1995*:

### *5.128 - Policy for continuing professional development*

- (1) *A local government must prepare and adopt\* a policy in relation to the continuing professional development of council members.*  
\* Absolute majority required.
- (2) *A local government may amend\* the policy.*  
\* Absolute majority required.
- (3) *When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.*
- (4) *The CEO must publish an up-to-date version of the policy on the local government's official website.*
- (5) *A local government –*
  - (a) *must review the policy after each ordinary election; and*
  - (b) *may review the policy at any other time.*

## Policy Implications

Nil

## Financial Implications

An allocation for Elected Member professional development is to be included each year as part of the annual budget process.

## Economic Implications

Nil

## Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The <i>Local Government Act 1995</i> requires Local Governments to adopt and regularly review a policy in relation to the continuing professional development of Council Members. Failure to do so will result in non-compliance with section 5.128 of the Act. A commitment to continuing professional development also ensures that the decision making of Council is of the highest standard, and that Council Members act in the best interest of the community.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

### Officer Recommendation and Council Decision

#### **COUNCIL RESOLUTION: 118/24**

**Moved: Cr E Smalberger**

**Seconded: Cr H Prandl**

**That Council adopts the amended Elected Member Continuing Professional Development Policy pursuant to section 5.128 of the Local Government Act 1995, as contained in Attachment 9.3.4A.**

**Carried: 6-0**

For: Cr G Ventris, Cr E Smalberger, Cr L Lewis, Cr P Carrots, Cr J Van Heerden, Cr H Prandl

Against: Nil

# Council Policy

## Council Member Continuing Professional Development

### Purpose

The purpose of this Policy is to ensure that Council Members of the Shire of Boddington (Shire) meet and comply with the prescribed professional development requirements under the Local Government Act 1995, and to further encourage participation in other conferences and training specifically designed to enhance the skills and knowledge relating to roles and responsibilities as a Council Member of the Shire.

The professional development of Council Members is an important activity to ensure that its decision making is of the highest standard and is the product of informed and ethical debate by trained and committed Council Members acting in the best interest of all the community.

### Scope

This Policy applies to Shire of Boddington Council Members.

### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Council Member Continuing Professional Development".
Council Members	Includes all Councillors.

### Policy Statement

The formal training events to which this Policy applies is limited to those conducted or organised by any of the following organisations or individuals:

- The West Australian Local Government Association (WALGA),
- Local Government Professionals WA,
- Accredited training organisations offering training which is directly related to the role and responsibilities of Council Members,
- Information sessions organised by the Department of Local Government, and
- Seminars, training and/or information sessions provided by individuals with demonstrably strong knowledge of local government in Western Australia.

### Council Member Professional Development

The Local Government Act 1995 requires Council Members to undertake and successfully complete the following prescribed professional development training modules titled "Council Member Essentials" within the period of 12 months from the day the Council Member was elected, unless a prescribed exemption applies:

- Understanding Local Government;
- Serving on Council;
- Meeting Procedures;
- Conflicts of Interest; and

- Understanding Financial Reports and Budgets.

In addition to this, following each election, the Shire provides newly elected Council Members with information to support their understanding of Council Member roles and responsibilities, legislative obligations and the strategic direction of the Local Government. Continuing/previously elected Council Members are encouraged to participate in nominated elements of the induction program, to refresh their understanding.

Council Members are also encouraged to nominate to attend other conferences or training opportunities, to enhance and broaden their knowledge of local government issues in an aim to support the community.

The following are examples of other professional development opportunities that would be supported in principle:

- National General Assembly of Local Government,
- WA Local Government Week,
- Special 'one off' conferences sponsored by WALGA or the Department of Local Government on important local government issues,
- Annual conferences of major professions of local government,
- The Annual Road Congress,
- Conferences which advance the development of Council Members in their role, or
- Conferences of organisations on which a Council Member has been elected or appointed as a delegate.

### Expenses

Expenses relating to professional development are to be paid directly by the Shire.

Such expenses may include:

- Air fare;
- Travel insurance;
- Conference registration;
- Copy of conference proceedings;
- Room accommodation;
- Reasonable phone utilization;
- Reasonable laundry expenses;
- Meals; and/or
- Travel to and from the event and to and from the airport.

All booking arrangements for Council Members are coordinated through the office of the Chief Executive Officer. Council Members should note that the Local Government Act 1995 precludes a Council Member to pre-spend Shire funds.

Where a Council Member is accompanied to conferences or training by someone other than an eligible Shire Employee, all costs for/or incurred by the accompanying person are not covered by the Shire. The exception to the above being the cost of attending any official event dinner where partners would normally attend.

### Application and Approval

Professional development for the Shire President is to be approved by the Deputy Shire President in conjunction with the Chief Executive Officer. Professional development for other Council Members is to be approved by either Council or the Shire President in conjunction with the Chief Executive Officer.

Considerations for approval of professional development activities include:

- The costs of attendance including registration, travel, and accommodation;
- The budget provisions allowed and the uncommitted or unspent funds remaining;
- Any justification provided by the applicant when the training is submitted for approval;
- The benefits to the Shire of the person attending;
- Identified skills gaps of Council Members both individually and as a collective;
- Alignment to the Shire's strategic objectives; and
- The number of Shire representatives already approved to attend.

#### Reporting and Publishing

All Council Members are expected to report to Council on the benefits achieved by attending training and are to make the conference papers or learning materials available to the other Councillors.

A record of conferences and training attended by Council Members is to be maintained by the Chief Executive Officer.

The Chief Executive Officer is to prepare a report each financial year on prescribed professional development completed by Council Members in the financial year. This report is to be published on the Shire's official website within 1 month after the end of the financial year to which the report relates.

<b>Responsible Officer</b>	Chief Executive Officer
<b>History</b>	Adopted 28 May 2020 (Resolution 50/20) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Sections 5.126, 5.127, 5.128, Local Government Act 1995 Regulation 32(1) and 35, Local Government (Administration) Regulations 1996
<b>Related Documentation</b>	Forms & Templates : Nil

# Council Policy

## Council Member Continuing Professional Development

### Purpose

The purpose of this Policy is to ensure that Council Members of the Shire of Boddington (Shire) meet and comply with the prescribed professional development requirements under the Local Government Act 1995, and to further encourage participation in other conferences and training specifically designed to enhance the skills and knowledge relating to roles and responsibilities as a Council Member of the Shire.

The Local Government Act 1995 requires all Council Members to undertake compulsory training within twelve months of being elected. The Shire is required under the Local Government Act 1995 to adopt and report on compulsory training, and additionally, continuing development for Council Members.

The professional development of Council Members is an important activity to ensure that its decision making is of the highest standard and is the product of informed and ethical debate by trained and committed Council Members acting in the best interest of all the community.

### Scope

This Policy applies to Shire of Boddington Council Members.

### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Council Member Continuing Professional Development".
Council Members	Includes all Councillors.

### Policy Statement

Council Members of the Shire are to undertake and successfully complete the following prescribed professional development training modules titled 'Council Member Essentials' within twelve months from the day the Council Member was elected, unless a prescribed exemption applies:

- Understanding Local Government,
- Serving on Council,
- Meeting Procedures,
- Conflicts of Interest, and
- Understanding Financial Reports and Budgets.

All units and associated costs are to be paid for by the Shire. The training is valid for five years. The Shire is to publish, on the Shire's website, training undertaken by all Council Members within one month after the end of the financial year pursuant to the Local Government Act 1995.

It is Council's preference that training is undertaken via the eLearning method, which is the more cost efficient form of delivery. However, it is acknowledged that there may be Council Members who

prefer to receive training face-to-face. Council Members are encouraged to nominate to attend other conferences or training opportunities to enhance and broaden their knowledge of local government issues to support the community.

The formal training events to which this Policy applies is limited to those conducted or organised by any of the following organisations or individuals:

- The West Australian Local Government Association (WALGA),
- Local Government Professionals WA,
- Accredited training organisations offering training which is directly related to the role and responsibilities of Council Members,
- Information sessions organised by the Department of Local Government, and
- Seminars, training and/or information sessions provided by individuals with demonstrably strong knowledge of local government in Western Australia.

The following are examples of other training opportunities:

- National General Assembly of Local Government,
- WA Local Government Week,
- Special 'one off' conferences sponsored by WALGA or the Department of Local Government on important local government issues,
- Annual conferences of major professions of local government,
- The Annual Road Congress,
- Conferences which advance the development of Council Members in their role, or
- Conferences of organisations on which a Council Member has been elected or appointed as a delegate.

Considerations for approval of the training or professional development activity include:

- The costs of attendance including registration, travel, and accommodation,
- The budget provisions allowed and the uncommitted or unspent funds remaining,
- Any justification provided by the applicant when the training is submitted for approval,
- The benefits to the Shire of the person attending,
- Identified skills gaps of Council Members both individually and as a collective,
- Alignment to the Shire's strategic objectives, and
- The number of Shire representatives already approved to attend.

Events for the Shire President are to be approved by the Deputy Shire President in conjunction with the Chief Executive Officer. Events for other Councillors are to be approved by either Council or the Shire president in conjunction with the Chief Executive Officer.

All Council Members are expected to report to Council on the benefits achieved by attending training and are to make the conference papers available to the other Councillors. A record of conferences and training attended by Council Members is to be maintained by the Chief Executive Officer.

### Travel Arrangements and Expenses

All booking arrangements for conferences and training for Council members are coordinated through the Chief Executive Officer's office. Council Members should note that the Local Government Act 1995 precludes a Council Member to pre-spend Shire funds.

Any airline travel is to be booked at economy level and booking arrangements are to be reviewed upon any improved discount offer being identified. Any upgrade to Business Class is permissible provided the Council Member funds the difference in cost.

Other than to amend departure times, tickets provided to representatives of the Shire are not to be exchanged, downgraded, or rebated. Bookings are not to be altered to include personal travel that is not part of the scheduled conference itinerary.

Expenses relating to conferences and training, as approved, are to be paid directly by the Shire.

Such expenses may include:

- Air fare,
- Travel insurance,
- Conference registration,
- Copy of conference proceedings,
- Room accommodation,
- Reasonable phone utilisation,
- Reasonable laundry expenses,
- Meals, and/or
- Travel to and from the event and to and from the airport.

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<b>Responsible Officer</b>	Chief Executive Officer
<b>History</b>	Adopted 28 May 2020 (Resolution 50/20) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Sections 5.126, 5.127, 5.128, Local Government Act 1995 Regulation 32(1) and 35, Local Government (Administration) Regulations 1996
<b>Related Documentation</b>	Forms & Templates : Travel Expense Claim Form



### 9.3.5 Policy Review | Access to Shire Reserves to Collect Flora Specimens

File Reference:	2.015
Applicant:	Nil
Previous Item:	Ordinary Council Meeting   25/23
Author:	Governance Coordinator
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.3.5A Amended Council Policy - Access to Shire Reserves to Collect Flora 9.5.5B Current Council Policy – Access to Shire Reserves to Collect Flora

#### Summary

Council is requested to review and approve the proposed amendments to the Access to Shire Reserves to Collect Flora Specimens Policy.

#### Background

The existing Policy was last reviewed in March 2023 (Resolution 25/23); this further minor review ensures that the Policy is aligned with the requirements of the State Government Department of Biodiversity, Conservation and Attractions (DBCA), specifically in relation to the collection of native flora, which is protected under the *Biodiversity Conservation Act 2016* and *Biodiversity Regulations 2018*.

In addition to this, the current version of the Policy is restrictive in nature, only allowing the collection of flora specimens by not-for-profit organisations. It is proposed that the Policy be amended to enable the Shire to permit access to anyone who wishes to collect seed and flora specimens on Shire reserves, provided the conditions set out in the Policy are met.

#### Comment

Strict guidelines have been implemented by DBCA to control the collection of flora to ensure that native species are either collected in a managed and controlled way, or prohibited from collection altogether, to ensure their preservation. DBCA applications require applicants to consult with and obtain permission from local governments where the local government is either the land owner or managing agent.

This Policy aligns the Shire's approach to the collection of flora to both the relevant legislation and DBCA guidelines.

#### Consultation

Nil

#### Strategic Implications

Aspiration	Planet
Outcome 4	The natural environment is preserved for the benefit of current and future generations
Objective 4.1	Care for the long term sustainability of natural habitats and waterways.

#### Legislative Implications

Local Government Act 1995 – Section 2.7  
Biodiversity Conservation Act 2016

Policy Implications

As contained within the Policy's minor review.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

This Policy supports sustainable environmental management practices in Shire managed reserves.

Risk Considerations

Risk Statement and Consequence	The reviewed Policy aligns with legislation, preventing non-compliance and ensuring that the collection of flora is done so in a sustainable manner that protects the biodiversity of the local area.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Compliance/Environment
Risk Action Plan (controls or treatment proposed)	Nil

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 119/24**

**Moved: Cr J Van Heerden**

**Seconded: Cr P Carrotts**

**That Council adopts the reviewed Access to Shire Reserves to Collect Flora Specimens Policy, as contained in Attachment 9.3.5A.**

**Carried: 6-0**

For: Cr G Ventriss, Cr E Smalberger, Cr L Lewis, Cr P Carrotts, Cr J Van Heerden, Cr H Prandl

Against: Nil

# Council Policy

## Access to Shire Reserves to Collect Flora Specimens

### Purpose

The purpose of this Policy is to outline guidelines for approving the collection of flora specimens within the Shire of Boddington (Shire).

### Scope

This Policy is applicable to applications from members of the public to collect flora specimens from reserves under the care, control, and management of the Shire.

### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Access to Council Reserves to Collect Flora Specimens".
Flora	<p>The Biodiversity Conservation Act 2016 provides the following definition for Flora:</p> <ul style="list-style-type: none"> <li>(a) a plant that — <ul style="list-style-type: none"> <li>(i) belongs to a native species and is indigenous to the State unless the plant is determined by order under section 9(4) not to be flora for the purposes of this Act; or</li> <li>(ii) is determined by order under section 9(3) to be flora for the purposes of this Act; or</li> </ul> </li> <li>(b) a native species or taxonomic grouping of native species that is determined by order under section 10(1) or (2) to be flora for the purposes of this Act</li> </ul> <p>Examples of flora may include wildflowers, palms, shrubs, trees, ferns, creepers, vines, seeds or spores.</p>

### Policy Statement

The Shire may provide access to collect seed and flora specimens on land vested to the Shire, where activities provide a benefit to the local area. Permission is to be given subject to the following conditions:

- Permission is only to be granted for periods of up to one year at a time;
- Proof of current public liability insurance of at least \$5 million;
- Where appropriate, a permit issued by the Department of Biodiversity, Conservation, and Attractions needs to be obtained, and the permit holder is required to comply with the Departments requirements regarding native seed collection;
- Appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
- All care be taken to avoid the disturbance of fauna habitat;
- All care be taken to avoid any disturbance that may lead to soil degradation; and
- Work Health and Safety measures, appropriate to the level of risk, should be implemented and

adhered to.

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<b>Responsible Officer</b>	Executive Manager Infrastructure Services
<b>History</b>	Adopted 15 December 2015 (Resolution 129/15) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Biodiversity Conservation Act 2016 Biodiversity Conservation Regulations 2018
<b>Related Documentation</b>	Procedure : Nil Forms & Templates : Nil

## Council Policy

### Access to Shire Reserves to Collect Flora Specimens

#### Purpose

The purpose of this Policy is to outline guidelines for approving the collection of flora specimens within the Shire of Boddington (Shire).

#### Scope

This Policy is applicable to applications from members of the public to collect flora specimens from reserves under the care, control, and management of the Shire.

#### Definitions

Term	Meaning
Policy	This Shire of Boddington policy titled "Access to Shire Reserves to Collect Flora Specimens".
Flora	Any plant (including wildflower, palm, shrub, tree, fern, creeper or vine) which is Native to the State or declared to be flora pursuant to subsection (4) and includes any part of flora and all seeds and spores thereof.

#### Policy Statement

Council is to consider giving access to collect seed and flora specimens on land vested in the Shire for not-for-profit groups whose activities provide a benefit to the local area. Permission is to be given subject to the following conditions:

- Permission is only to be granted for periods of up to one year at a time – this should not discourage applications for subsequent periods;
- Sighting by the Shire of proof of current public liability insurance of at least \$5 million;
- Adherence to Department of Biodiversity, Conservation, and Attractions guidelines on native seed collection;
- Appropriate hygiene measures be followed at all times to prevent the spread of plant diseases and weeds;
- All care be taken to avoid the disturbance of fauna habitat;
- All care be taken to avoid any disturbance that may lead to soil degradation;
- High visibility safety vests are to be worn; and
- Any stationary vehicles are to use revolving amber flashing lights.

<b>Responsible Officer</b>	Manager Works and Services
<b>History</b>	Adopted 15 December 2015 (Resolution 129/15) Amended 23 March 2023 (Resolution 25/23)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Environmental Protection Act 1986 Biodiversity Conservation Act 2016
<b>Related Documentation</b>	

#### **9.4     INFRASTRUCTURE SERVICES**

Nil

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

Nil

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

Nil

12. CONFIDENTIAL ITEMS

Nil

**13. CLOSURE OF MEETING**

There being no further business, Cr Garry Ventris, Shire President, declared the meeting closed at 6.22pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 28 August 2024.

GARRY VENTRIS

Shire President Full Name

[Signature]

Shire President Signature

28/8/24

Date