



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

**MINUTES**

**For The  
Ordinary Meeting of Council**

**Held On  
Thursday 25 May 2023  
At 5:30pm**

Council Chambers  
39 Bannister Rd, 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.

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

**2.1 Attendance**

Cr Garry Ventris	Shire President
Cr E Smalberger	Deputy Shire President
Cr C Erasmus	
Cr L Lewis	
Cr I Webster	
Cr A Ryley	

Mrs Julie Burton	Chief Executive
Mrs Cara Ryan	Executive Manager Corporate Services
Mr Jeff Atkins	Manager Works & Services
Mrs Thalia Douglas	Executive Assistant (minutes)

Visitors: 9

**2.2 Apologies**

Nil

**2.3 Leave of Absence**

Cr Earl Schreiber

**3. DISCLOSURES OF INTEREST**

Cr L Lewis declared an Interest in Impartiality in Item 9.2.1. His son works for South32.

Cr C Erasmus declared an Interest in Financial in Item 12.1.

**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.

**Response to previous public questions taken on notice**

**Archie Smythe, Boddington**

Question 1: Is it possible that the Shire can approve a disabled parking bay outside of IGA Boddington and look into the regulations of approving a disabled parking bay?

It seems to be an issue and community members are getting upset on local Facebook Groups.

Response: The Shire is identifying accessible parking opportunities within the Town Centre Revitalisation Plan which is nearing completion.

**Dawn Newman, Boddington**

Question 1: What is the current status of the Aged Care Accommodation?

Response: The Shire President asked the CEO to respond. We are still currently waiting on a response from the Western Australia Country Health Service (WACHS) in using the land adjacent to the Hospital. I have spoken with the Project Manger today and we are discussing options to progress this at a higher level in the State Government.

Question 2: Have you made an approach to the man behind? I have noticed that the vacant farming land on Forrest Street is now sold. When we had the last meeting, we discussed that we could hold the land, and that the land would be subdivided with the \$1 deposit to hold the land.

Response: The vacant land that you are referring to is a development site. It was not a recommended site because it does not have any headwork infrastructure, including power or water. It was the least preferred option out of the possible sites for the Aged Care Accommodation.

Question 3: What about the house on the end, that is for sale?

Response: There have been no approaches in relation to that because the land was not identified as being required for the project.

Question 4: The only land we have is WACHS? We have been told "No, we can't have it". They are going to put a helicopter launching pad that has been discussed for 30 years. We are missing out, I am sick of waiting for 30 years. Every time we form a committee, it is left with the Shire to deal with. We understand it is not your fault, however, we thought this was the time we were going to get somewhere.

Response: The Shire President advised that stated facts may not be correct and we are trying our hardest. We have acquired land on the other side of the medical centre. We are still waiting for WACHS to come back to us. The CEO and I have approached them when they were last in Boddington.

The CEO advised that we are keeping positive and we are confident that we can get somewhere with WACHS in the upcoming months. The site assessments that were completed provided a number of layouting options over the whole hospital precinct site (4-5), which included WACHS land solely and options to use the land adjacent to the independent living units only, which is Shire owned. The ideal situation is to use part of the WACHS land, however, there are other options on that site as well if we do not have success.

The Shire President advised we are making this a top priority.

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

Nil

6. **CONFIRMATION OF MINUTES**

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 48/23**

**Moved: Cr I Webster**

**That the minutes of the Ordinary Council Meeting held on Thursday 27 April 2023 be confirmed as a true record of proceedings.**

**Seconded: Cr L Lewis**

**Carried: 6/0**

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

Nil

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

Nil

9. **REPORTS OF OFFICERS**

## 9.1 PLANNING & DEVELOPMENT SERVICES

### 9.1.1 Lot 169 Hotham Avenue, Boddington – Vesting Request

File Ref No:	2.065
Applicant:	Site Planning & Design for Absinth Pty Ltd
Disclosure of Interest:	Edge Planning & Property receive a payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
Author:	Steve Thompson – Consultant Planner
Attachments	9.1.1A Location Plan 9.1.1B Approved Structure Plan 9.1.1C Request and information from applicant

#### Summary

Council is requested to support part of Lot 169 Hotham Avenue being vested with the Shire as a road reserve and support part of Lot 169 being created as a public open space/drainage reserve with the reserve vested with the Shire. Costs associated with the survey, civil engineering design process and the construction of the road, dual use path and drainage on Lot 169 Hotham Avenue are proposed to be met by the developer.

#### Background

The applicant, on behalf of Absinth Pty Ltd, seek to construct a road in Unallocated Crown Land (also known as Vacant Crown Land) on Lot 169 Hotham Avenue (the site) and to establish other services on the site. To facilitate this, the applicant seeks Shire support to vest Unallocated Crown Land (UCL) Lot 169 for the purpose of creating road and public open space/drainage reserves.

Relevant matters relating to the site and the request include:

- The site's location is shown in Attachment 9.1.1A;
- The site is 2567m<sup>2</sup> in area;
- The site is moderately sloping, contains a drainage line and some vegetation;
- It is a 'Public Purpose' Reserve in the *Shire of Boddington Local Planning Scheme No. 3*;
- The approved Local Structure Plan allocates the site as emergency access route;
- The Department of Planning, Lands and Heritage (DPLH) recommend the preferred process, to modify the UCL to a reserve(s), is to dedicate Lot 169 as road reserve via Section 28 of the *Land Administration Act 1997*. This requires preparation of a deposited plan which shows the relevant portion of the land as a road reserve which can then be automatically dedicated. The balance of the site is then vested (under management) with the Shire as public open space (recreation) and drainage;
- The DPLH set out an alternative process is dedication via Section 56 of the *Land Administration Act 1997*. This will achieve the same result in terms of the Shire accepting management of the whole area - but only as road. The DPLH highlight this alternative process requires additional administrative steps. Based on DPLH advice, this alternative Section 56 process is not being progressed, but instead the Section 28 process is recommended; and
- Following a Council decision on the preferred vesting of the site, the DPLH will prepare and issue survey instructions (including road reserve dimensions) to a surveyor.

Details submitted by the applicant are outlined in Attachment 9.1.1B. This includes:

- A description of UCL Lot 169;
- The developer's interest in UCL Lot 169 and the merits of the proposal;
- Our understanding of the process to vest UCL Lot 169 as a reserve(s);
- Preliminary design details for a road, public open space and drainage on the site; and
- The developer's offer to contribute to the costs of vesting the land and constructing a road.

The Council, at its Ordinary Meeting on 21 July 2022 considered a subdivision application of Lots 301, 304 and 305 Forrest St and River Road for 59 lots. In the report, reference was made to Lot 169 Hotham Avenue and future vesting. The report highlighted that Council would consider the preferred management of Lot 169 following consultation with neighbours.

Following the Council's 21 July 2022 meeting, the Shire administration wrote to 12 adjoining and nearby landowners. In response, no submissions were received. To date, there has been no formal decision on the preferred tenure, management and funding arrangements for Lot 169.

## Comment

### A) Overview

In reviewing the applicant's request, the Shire administration:

- Support vesting part of Lot 169 with the Shire as a road reserve and vesting part of Lot 169 as a public open space (recreation) and drainage reserve with the reserve vested with the Shire;
- Support in-principle the preliminary design plans outlined in Attachment 9.1.1C including the road alignment, provision of a dual use path and proposed approach to drainage;
- Do not support the developer's proposed funding arrangement with Absinth Pty Ltd being accountable for 60% of design, civil construction and landscaping costs with the Shire accountable for 40% of the costs. Instead, all costs associated with surveying, DPLH/Landgate costs, professional and technical work, civil works and landscaping on Lot 169 Hotham Avenue are to be met by the developer;
- Note the developer's consulting engineer will prepare detailed civil engineering plans for Shire review and approval; and
- Note the applicant will arrange landscaping plans, set out details of management measures (such as possible reticulation and maintenance of the public open space for two summers) and outline possible public art for Shire review and approval.

### B) Change from emergency access way to a public road

As noted earlier, the approved Structure Plan shows an emergency access route (now called an emergency access way) through Lot 169. The proposed change to a public road is supported as it better aligns with changes to State-wide bushfire requirements. The road will also enhance convenience/accessibility for residents in new subdivisions to the east of the site accessing the Boddington townsite and the Hotham River compared to an emergency access way. A public road also assists to facilitate subdivision of adjoining Lot 9002 (large land parcel to the east of Lot 169).

It is highlighted that the change from an emergency access way to a public road will increase traffic in the northern part of Hotham Avenue. Given no submissions were received from adjoining and nearby landowners in 2022, it can only be assumed that there are no objections to the proposed change of tenure and the proposed change to a public road.

### C) Funding arrangements



As outlined above, the Shire administration consider the developer should meet 100% of all costs. While a road connection will assist in lowering bushfire risks in the broader area, the proposed road overwhelming benefits the developer in unlocking lots and addressing WAPC and DFES bushfire requirements. Additionally, it is highlighted that most of the required drainage works on Lot 169 are associated with a broader catchment area extending beyond Lot 169 – with most of the catchment owned by the developer.

Should the Council consider the developer's proposed funding arrangement as a suitable and relatively modest investment to unlock new lots, dwellings and rates, it is suggested that the developer's consulting engineer provides a cost estimate and then suitable funding is allocated by the Council.

#### D) Detailed engineering design and storm water management

There is a need for detailed engineering design which includes ensuring drainage/run-off is appropriately designed and controlled. There is a need to ensure there are appropriate drainage solutions that do not impact downslope properties or impact the Shire's drainage network.

#### Consultation

The Shire in 2022 consulted for a 14 day period through writing to 12 landowners adjoining and near Lot 169 Hotham Avenue. No submissions were received.

#### Strategic Implications

Aspiration	Prosperity
Outcome 10	A thriving economy with good access to education and jobs for everyone.
Objective 9.2	Maintain a safe, efficient road network and supporting infrastructure.

#### Legislative Implications

*Land Administration Act 1997, Planning and Development Act 2005 and Shire of Boddington Local Planning Scheme No. 3*

#### Policy Implications

Nil

#### Financial Implications

As outlined in this report, it is suggested the developer meets all cost of the process including design and civil work along with maintaining the public open space for two summers.

Subject to the Council's decision, there are no immediate financial implications for the Shire from the applicant's request.

It is imperative that the developer installs appropriate drainage systems that achieve effective stormwater management that meets best practice environmental standards and which ensure lower on-going operating costs for the Shire.

The Shire, in time, is responsible for maintaining the road, dual use path, drainage and public open space. The Council should adequately increase budget accounts to ensure that the land, infrastructure and services are appropriately funded and maintained.

#### Economic Implications

The road connection through Lot 169 will assist with the subdivision and development of adjoining Lot 9002 including it assists in addressing bushfire risks and enhancing accessibility.

#### Social Implications

No objections were raised from neighbours in 2022.

#### Environmental Considerations

There will be modest clearing of vegetation. A key issue is effectively managing stormwater.

#### Risk Considerations

Risk Statement and Consequence	Reputation, Compliance and Natural Environment
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Compliance
Risk Action Plan (controls or treatment proposed)	Detailed engineering design can assist to minimise risks.

#### Options

1. Support the request to accept management responsibility for a road reserve and a public open space/drainage reserve with all costs met by the developer.
2. Support the request to accept management responsibility for a road reserve and a public open space/drainage reserve with 60% of costs met by the developer and 40% of costs met by the Shire.
3. Not support the request with Lot 169 remaining UCL and no public road through Lot 169 (giving reasons).
4. Defer and request additional information.

#### Voting Requirements

Simple Majority

#### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 49/23**

**Moved: Cr I Webster**

**That Council, in relation to request to vest Lot 169 on Plan 189623 Hotham Avenue, Boddington, as reserve(s) for the purpose of road, public open space and/or drainage:**

- 1. Support vesting part of Lot 169 with the Shire as a road reserve in accordance with Section 28 of the *Land Administration Act 1997* and vesting part of Lot 169 as a public open space/drainage reserve with the reserve vested with the Shire.**

- 2. Support in-principle the preliminary design plans outlined in Attachment 9.1.1C including the road alignment, provision of a dual use path and proposed approach to drainage.**
- 3. Does not support the developer's proposed funding arrangement with Absinth Pty Ltd being accountable for 60% of design, civil construction and landscaping costs with the Shire accountable for 40% of the costs. Instead, all costs associated with surveying, Department of Planning, Lands and Heritage and Landgate costs, professional and technical work, civil works and landscaping on Lot 169 Hotham Avenue are to be met by the developer.**
- 4. Note the developer's consulting engineer will prepare detailed civil engineering plans for Shire administration review and approval.**
- 5. Note the applicant will arrange landscaping plans, set out public open space management measures and outline possible public art for Shire administration review and approval.**
- 6. Advise the adjoining and nearby landowners, following the Minister for Lands decision, in relating to the creation of a public road on Lot 169 Hotham Avenue.**

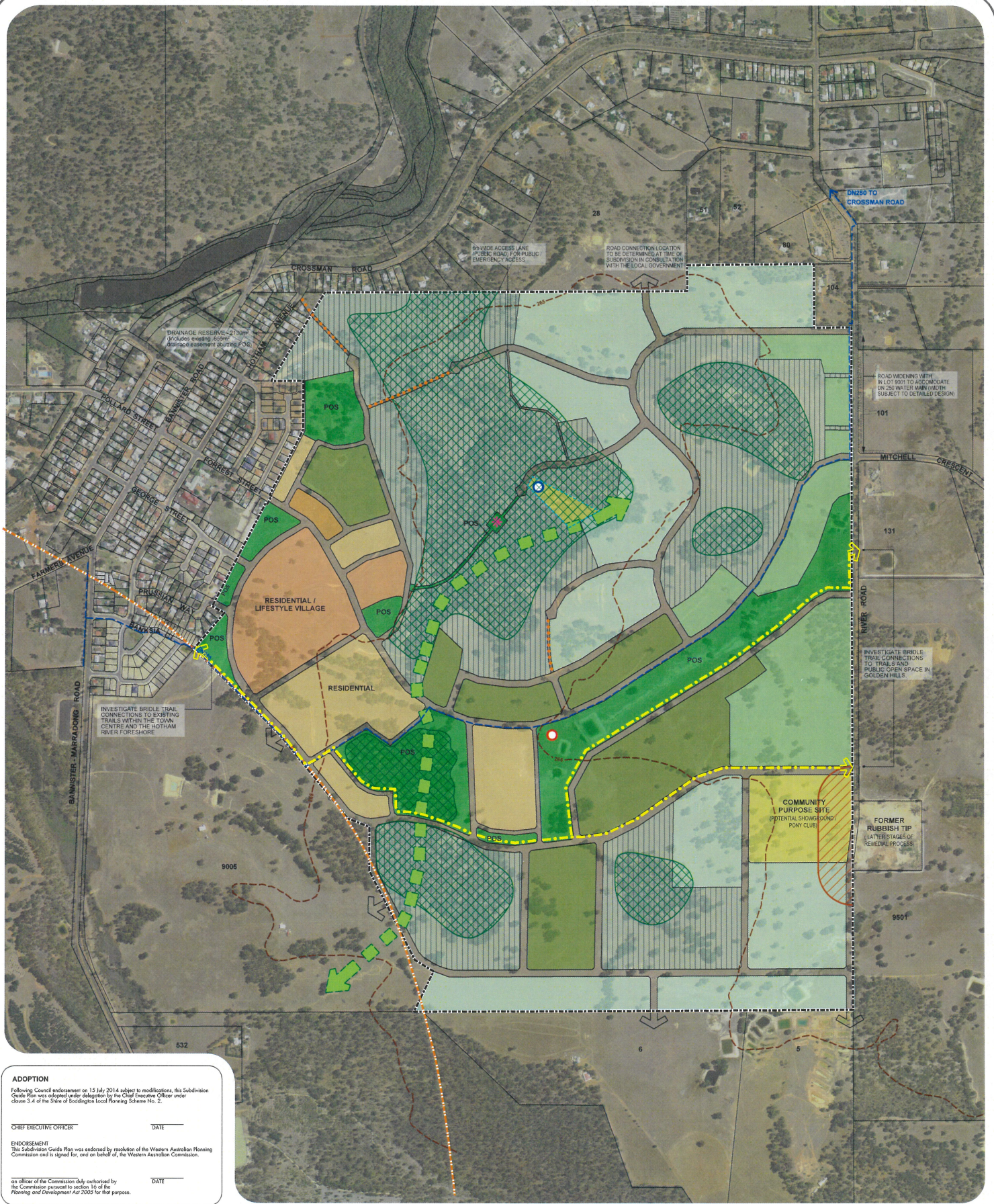
**Seconded: Cr Eugene Smalberger**

**Carried: 6/0**



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**ADOPTION**  
 Following Council endorsement on 15 July 2014 subject to modifications, this Subdivision Guide Plan was adopted under delegation by the Chief Executive Officer under clause 3.4 of the Shire of Boddington Local Planning Scheme No. 2.

CHIEF EXECUTIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ENDORSEMENT**  
 This Subdivision Guide Plan was endorsed by resolution of the Western Australian Planning Commission and is signed for, and on behalf of, the Western Australian Commission.

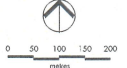
an officer of the Commission duly authorised by the Commission pursuant to section 16 of the Planning and Development Act 2005 for that purpose. \_\_\_\_\_ DATE: \_\_\_\_\_

- |               |  |
|---------------|--|
| <b>LEGEND</b> | <ul style="list-style-type: none"> <li>--- Structure Plan Boundary</li> <li>Residential R20/40</li> <li>Residential R15</li> <li>Residential R12.5</li> <li>Special Residential (R5)</li> <li>Special Residential (R2)</li> <li>Rural Residential (R9000m² - 1ha)</li> <li>Rural Residential</li> <li>Public Purpose</li> <li>POS</li> <li>8m Wide Emergency (Bridle) Access Route / Pedestrian Access Way (Refer to endorsed Fine Management Plan)</li> <li>Bridle Trail</li> <li>255m Contour</li> <li>100m Rubbish Tip Buffer</li> <li>Public Lookout</li> <li>Landscape Protection Area</li> <li>Possible Future Road Connection</li> <li>Bovine Mixing Buffer</li> <li>Sewer Pump Station (Subject to Detailed Design)</li> <li>High Level Water Tank &amp; Nominal 1ha Site (Subject to Detailed Design)</li> <li>Future Water Corporation Water Main (Subject to Detailed Engineering Design &amp; Survey)</li> <li>Indicative Road Network (Subject to Council / WAPC Approval)</li> </ul> |
|---------------|--|

(the spatial group) planning + design

Lot 9001 Forrest Street & River Road, BODDINGTON LOCAL STRUCTURE PLAN: MODIFICATION 1

LEIGHTON btleighton@westnet.com.au 0800 820 001



Client	Abands Pty Ltd
Plan No.	9001-SP
Revision	E: option 2
Date	21 August 2015
Scale	80%
Drawn	1:5,000@A1: 1:10,000@A3

1 July 2022

Our Ref : 20-026 BOD / 220701 20-026 BOD It SoBoddington Lot 169 UCL

DPLH Ref: Case 152246

Chief Executive Officer  
Shire of Boddington  
PO Box 4  
BODDINGTON WA 6390

**Attention: Julie Burton** (sent via email to: ceo@boddington.wa.gov.au)

Dear Julie

**RE: UNALLOCATED CROWN LAND (UCL) LOT 169, HOTHAM AVENUE BODDINGTON  
REQUEST FOR SUPPORT TO VEST LOT 169 AS A RESERVE**

On behalf of our client, Absinth Pty Ltd, and further to recent discussions between the Department of Planning Lands and Heritage (DPLH), the Shire of Boddington (the Shire) and our Client, we write to formally seek the Shire's support to vest Unallocated Crown Land (UCL) Lot 169 Hotham Avenue Boddington as a reserve(s) for the purpose of road, public open space and/or drainage.

The following letter outlines:

- A description of UCL Lot 169.
- Our Client's interest in UCL Lot 169.
- Our understanding of the process to vest UCL Lot 169 as a reserve(s).
- Preliminary design details for a road, public open space and drainage on UCL Lot 169.
- Our Client's offer to contribute to the costs of vesting the land and constructing a road.

Enclosed with this letter are preliminary site and engineering plans, and copies of other related plans, that provide background and context to support the Shire's consideration of our Client's request.

**1. SITE DESCRIPTION**

UCL Lot 169 is formally described on Certificate of Title LR3003/245 and Deposited Plan 189623 (Crown Diagram 89623). Lot 169 is registered in the ownership of the State of Western Australia and is approximately 2,587m<sup>2</sup> in area.

The lot is vacant, contains limited vegetation and enjoys direct access to Hotham Avenue, a constructed public road managed by the Shire of Boddington.

A licensed surveyor completed an aerial (LiDAR) contour survey in April 2022 that illustrates that UCL Lot 169 falls from 222m AHD in the southern corner to 216m AHD in the north-western corner.

An open seasonal drainage line traverses the site on a slight north-west – south-east alignment, originating in Lots 301 and 304, and ultimately connects to the Hotham River via the Shire’s piped drainage network.

UCL Lot 169 is reserved “Public Purpose” under the Shire of Boddington’s Local Planning Scheme No. 3 (LPS 3), where the objective of the reservation is to “provide for a range of essential physical and community infrastructure.” The land is not identified for a specific public purpose in LPS 3.

## 2. BACKGROUND

Our Client is the registered owner of Lots 301, 303, 304 and 305 Forrest St Boddington, where Lot 304 abuts the south-eastern boundary of UCL Lot 169. Enclosed is a copy of the Certificate of Title and Deposited Plan for Lot 304, confirming Absinth as the registered owner.

Lots 301, 303, 304 and 305 are zoned “Special Use 1” under the Shire of Boddington’s LPS 3, which provides for the use, subdivision and development of the land in accordance with an approved Structure Plan.

The approved Structure Plan that applies to the lots provides for the urban expansion of the Boddington townsite and the use, subdivision and development of the land for residential, rural residential and public open space purposes, in accordance with the Shire’s Local Planning Strategy.

In relation to UCL Lot 169, the Structure Plan and approved Bushfire Management Plan illustrate an Emergency Access Way (EAW) across UCL Lot 169 to connect Hotham Avenue to a future culdesac road in Lot 304. Below is a screenshot of the relevant portion of the approved Structure Plan, as it relates to UCL Lot 169, and enclosed is a full copy of the approved Structure Plan.

### Extract of Approved Structure Plan

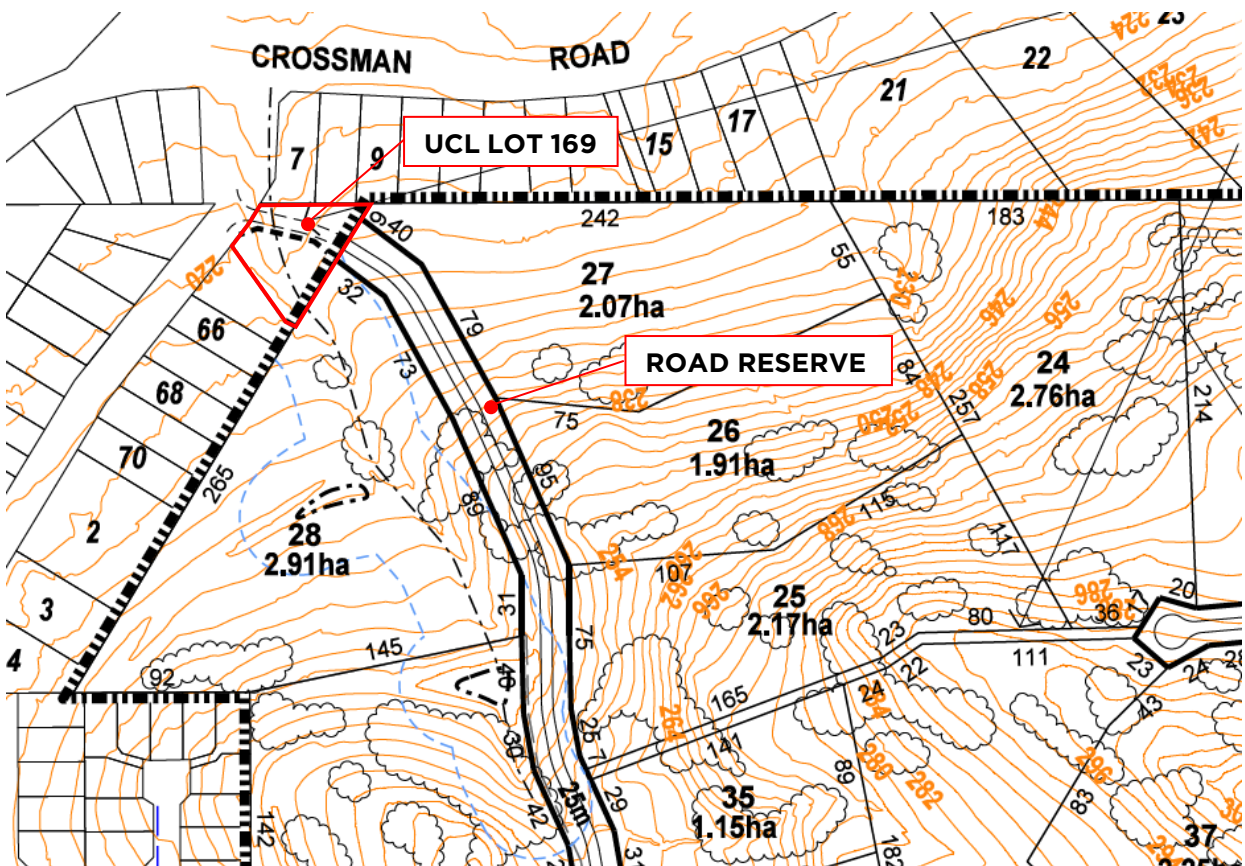


Detailed subdivision design and planning across Lots 301 and 304 highlighted the opportunity to replace the EAW with a standard road reserve connecting to Hotham Avenue and the associated merits, including, but not limited to:

- Improved bushfire emergency access routes for existing surrounding residents and future residents through the creation of a northern road connection for the urban expansion area, which cannot otherwise be practically provided due to topography and land ownership constraints.
- Reduced bushfire risk to the Boddington townsite and its residents.
- Improved vehicle, cyclist and pedestrian connectivity across Boddington and to key destinations including the retail main street, schools, cycle trails and the river foreshore.

Below is a screenshot of the relevant portion of the Proposed Subdivision Plan (WAPC 162569), lodged with the WAPC on 30 June 2022, illustrating the lot and road configuration across Lot 304 and an indicative road connection through UCL Lot 169, subject to the outcome of ongoing discussions between our Client, the Shire and DPLH. Enclosed with this letter is a full copy of the Proposed Subdivision Plan.

Extract of Proposed Subdivision Plan (WAPC 162569)



### 3. PROCESS

Further to advice from DPLH, we understand that there are two options to transfer the tenure and management of UCL Lot 169 to the Shire and to facilitate the construction of a road, as follows, with Option 1 being a more straight-forward process:

1. Dedicate a portion of UCL Lot 169 as road reserve via Section 28 of the *Land Administration Act 1997* and create the remainder of UCL Lot 169 as a reserve (open space, recreation,



drainage etc), under the management of the Shire. Under this option, the following steps are required:

- Obtain the Shire's agreement for Option 1 and the purpose of the reserve for the balance of the land not required for the road (including a separate agreement between the Shire and Absinth Pty Ltd on the funding and practicalities of the design, construction and on-going maintenance of the road, drainage and landscape).
  - Agree on who will meet the costs of a surveyor for the preparation of a Deposited Plan.
  - Prepare a detailed engineering design plan to inform the preparation of a Deposited Plan.
  - DPLH prepare and issue instructions to the nominated surveyor.
  - A Deposited Plan is lodged and processed through Landgate, formalising the dedication of the land as a reserve(s).
2. Dedicate the entire lot as a road reserve via Section 56 of the *Land Administration Act 1997* (LAA) and Part 2, Regulation 8 of the *Land Administration Regulations 1998* (LAR). Under this option, the following steps are required:
- Obtain the Shire's agreement for Option 2 (including a separate agreement between the Shire and Absinth Pty Ltd on the funding and practicalities of the design, construction and on-going maintenance of the road, drainage and landscape).
  - Agree on who will meet the costs of a licensed surveyor for the preparation of a Deposited Plan.
  - Prepare a detailed engineering design plan to inform the preparation of a Deposited Plan.
  - The Shire submits a formal request to the Minister that includes:
    - Written confirmation that the Shire has resolved to make the request and all pertinent details of that Resolution (LAR 8a).
    - Copies of any submissions relating to the request that Shire has received in the process of the Resolution and the Shire's comments on those (LAR 8d).
    - Any other information the Shire considers relevant (LAR 8e).
    - Written confirmation that the Shire has complied with the requirements of Section 56(2) of the LAA (8f).
    - A plan or sketch of the proposed road (LAA S56(2)(b)).
    - Pursuant to S56(4) of the LAA, confirmation that the Shire indemnifies the Minister against any claim for compensation if the request is granted.
  - The Minister considers the request and may then grant the request, direct the Local Government to reconsider the request or refuse the request.
  - If the Minister grants the request, DPLH prepare and issue instructions to the nominated surveyor.
  - A Deposited Plan is lodged and processed through Landgate, formalising the dedication of the land as a reserve.

The Shire's Consultant Town Planner has outlined preliminary, without prejudice, support for a road connection between Hotham Avenue and a proposed road within Lot 304 to improve emergency access and bushfire management during a bushfire event and vehicle, cyclist and pedestrian connectivity between town and the urban expansion area.

To allow the Shire to consider and decide on the request to vest UCL Lot 169 as a reserve, the following information was requested:

- Provision of a plan(s) showing the preferred road reserve and land to be set aside for public open space/drainage. Refer to Section 4 below and the enclosed plans.
- A cover letter outlining:
  - The benefits of the road. Refer to Section 2 above, Section 4 below and the enclosed plans.
  - Absinth Pty Ltd's approach to funding the construction of the road and associated drainage. Refer to Section 5 below.

#### **4. PRELIMINARY DESIGN PLANS**

Enclosed with this letter are two preliminary plans to support the Shire's consideration of our Client's request to vest UCL Lot 169 as a reserve(s), that illustrate:

- Civil Engineering Preliminary Design Plan
  - The proposed alignment of a road through Lot 169, connecting Hotham Avenue to the proposed road within adjoining Lot 304, comprising a 6m pavement and mountable kerbs. Shared path to be detailed.
  - Piped drainage infrastructure to manage stormwater run-off from the road and surrounding land.
  - An indicative landscaped retention/drainage basin to capture and retain stormwater from the seasonal drainage line in Lots 169, 301 and 304 and to manage its outfall into the existing and proposed piped drainage network.
  - A longitudinal section, illustrating the existing and finished ground levels.
  - A typical road pavement cross section.
- Conceptual Road and Open Space Plan (with and without an aerial photograph)
  - The proposed alignment of a road through Lot 169, connecting Hotham Avenue to the proposed road within adjoining Lot 304, comprising an 8m wide carriageway and a 2m wide shared path.
  - A 1,526m<sup>2</sup> area of land, south of the constructed road, for public open space, drainage and landscaping.

The location and alignment of the road reflects the topography of the site, sightlines to/from Hotham Avenue, the most suitable location for a landscaped retention/drainage basin and for equitable separation of the road from residential houses to the north and south.

To minimise impact on residential amenity, the road intersects with Hotham Avenue directly opposite the common boundary of two residential lots. The location of the intersection minimises the impact of headlights by directing vehicle headlights into the solid boundary fencing (surrounding the backyard) of one property and the vacant portion of the other property.

Our Client is keen to explore opportunities to embellish the landscaping and drainage feature on the vacant portions of UCL Lot 169, surplus to the road requirements, to improve amenity for pedestrians, cyclists and surrounding residents.

#### **5. FUNDING ARRANGEMENTS**

Subject to the Western Australian Planning Commission's approval of the subdivision application proposing the creation a north-south road connection from Forrest Street to Hotham Avenue (Refer

to the enclosed Proposed Subdivision Plan), our Client proposes the following funding arrangements:

- Absinth Pty Ltd to be accountable for 60% of the costs and the Shire to be accountable for 40% of the costs, as outlined below:
  - Professional and technical consultant costs for the design and preparation of plans and other documents required to progress the matter, as they relate to UCL Lot 169, including, but not limited to, project management, town planning, civil engineering, licensed surveyor, landscape architect and/or geotechnical/hydrogeological engineers.
  - The construction of infrastructure and landscaping on UCL Lot 169, including:
    - A road connection between Hotham Avenue and the boundary of Lot 304, including earthworks, kerbing, sealing of the carriageway and a shared footpath.
    - Drainage infrastructure, including the piped network and the landscaped retention/drainage basin.
    - Landscaping.

For works agreed to between the parties.

In the interim, Absinth Pty Ltd are committed to be accountable for consultant costs to progress the matter, regardless of the outcome of the Shire's consideration and determination of the request to vest UCL Lot 169 as a reserve(s).

## **6. SUMMARY**

Our client respectfully seeks the Shire's support to vest UCL Lot 169 as a reserve(s) for the purposes of facilitating the construction of a public road connecting Hotham Avenue to a proposed road within Lot 304, at the earliest possible opportunity.

The merits of the proposed road connection and associated works include, amongst others, reduced bushfire risk, improved bushfire management, improved connectivity between town and the urban expansion planned across Lots 301 - 306 Forrest Street, Boddington for vehicles, cyclists and pedestrians and improved amenity for the neighbouring properties resulting from proposed landscaping of the balance land.

Enclosed with this letter are preliminary plans illustrating the proposed road alignment, drainage infrastructure and areas of public open space, prepared by a qualified civil engineer, in support of the Shire's consideration of this request.

Should you have any queries regarding the request to vest UCL Lot 169 as a reserve(s) or require any additional information, please do not hesitate to contact the undersigned on 0411 103 198 or by email at [kareena@sitepd.com.au](mailto:kareena@sitepd.com.au).

Yours sincerely



**KAREENA MAY**  
MANAGING DIRECTOR + PRINCIPAL TOWN PLANNER

Enc:

- Certificate of Title - Lot 304 Forrest Street Boddington (SITE ref: 220627 Certificate of Title 2914-575 Lot 304 On Deposited Plan 409339)

- Deposited Plan 409339 (SITE ref: 210216 Deposited Plan 409339)
- Approved Structure Plan (SITE ref: 150821 ABS 9001-SP RevL option 2\_Lots 304 + 305)
- Proposed Subdivision Plan - Lots 301, 304 and 305 Forrest Street Boddington (SITE ref: 220630 20-026 BOD 301 304 305-3-002 RevD-PLAN SET 1\_Plan 1\_Lodged)
- Civil Engineering Preliminary Design Plan (SITE ref: 220301 DVN ABS01-A-20 Hotham Ave Link Road)
- Conceptual Road and Open Space Plan (with and without an aerial photograph) (SITE ref: 220622\_2 20-026 BOD 169Hotham-3-001 RevB and 220622\_2 20-026 BOD 169Hotham-3-001 RevB-A P)

Cc:

- Steve Thompson, Shire of Boddington Consultant Town Planner (by email)
- Keenan Ross, Department of Planning Lands and Heritage (by email)
- Michael Johnson, Absinth Pty Ltd (by email)
- Bill Carmody, Oakstreet Project Management (by email)

WESTERN



AUSTRALIA

REGISTER NUMBER <b>304/DP409339</b>	
DUPLICATE EDITION <b>1</b>	DATE DUPLICATE ISSUED <b>17/11/2016</b>

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME 2914 FOLIO 575

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 304 ON DEPOSITED PLAN 409339

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

ABSINTH PTY LTD OF SUITE 6, 100 HAY STREET, SUBIACO

(AF N473353 ) REGISTERED 2/11/2016

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR WATER PURPOSES TO WATER CORPORATION - SEE DEPOSITED PLAN 409339.
2. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR ELECTRICITY PURPOSES TO ELECTRICITY NETWORKS CORPORATION - SEE DEPOSITED PLAN 409339.
3. \*N473354 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 2/11/2016.
4. \*N473355 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 2/11/2016.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

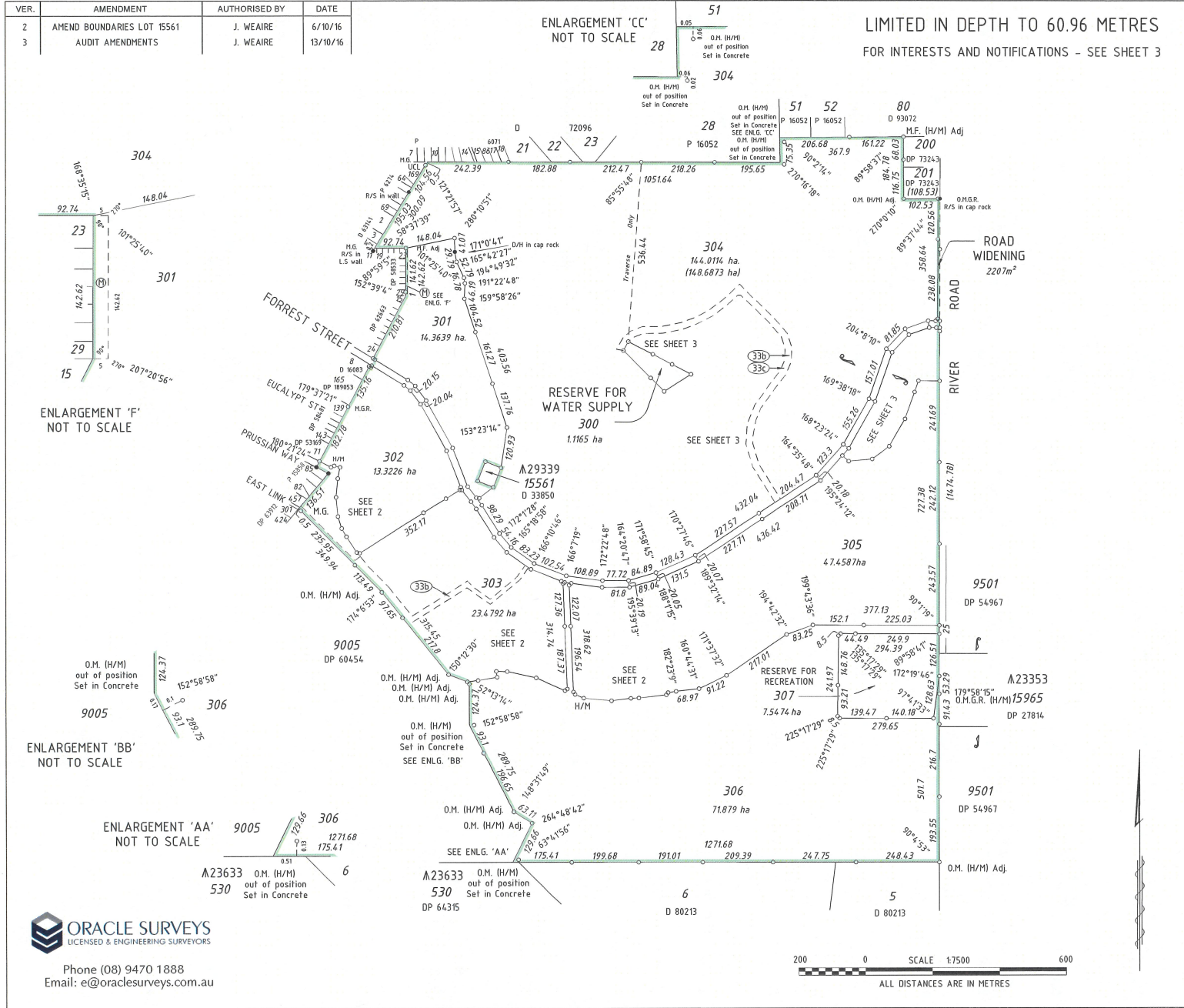
**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP409339  
PREVIOUS TITLE: 2814-5  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AUTHORITY: SHIRE OF BODDINGTON

NOTE 1: I661456 SECTION 138D TLA APPLIES TO CAVEAT 50461/1966

VER.	AMENDMENT	AUTHORISED BY	DATE
2	AMEND BOUNDARIES LOT 15561	J. WEAIRE	6/10/16
3	AUDIT AMENDMENTS	J. WEAIRE	13/10/16

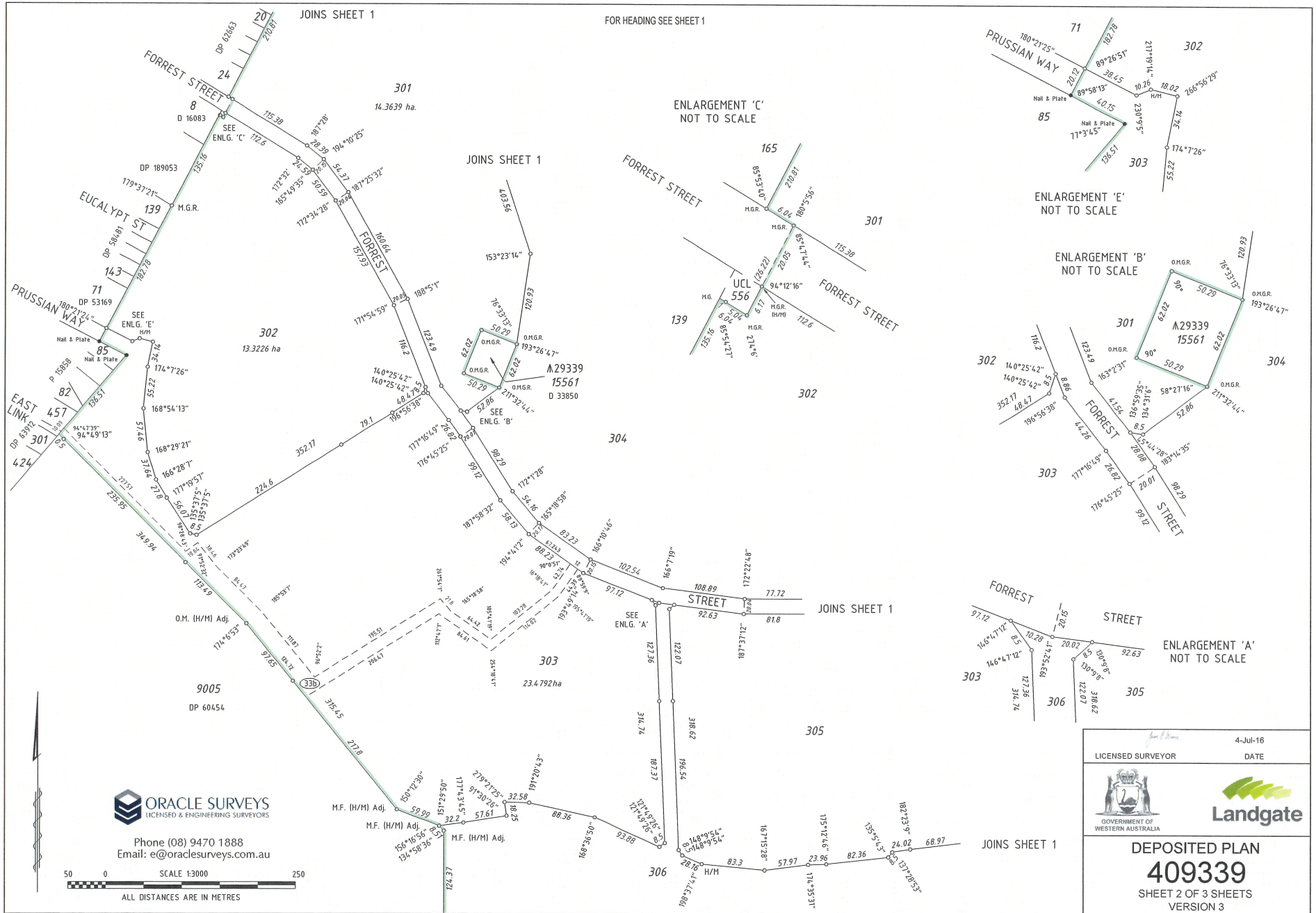


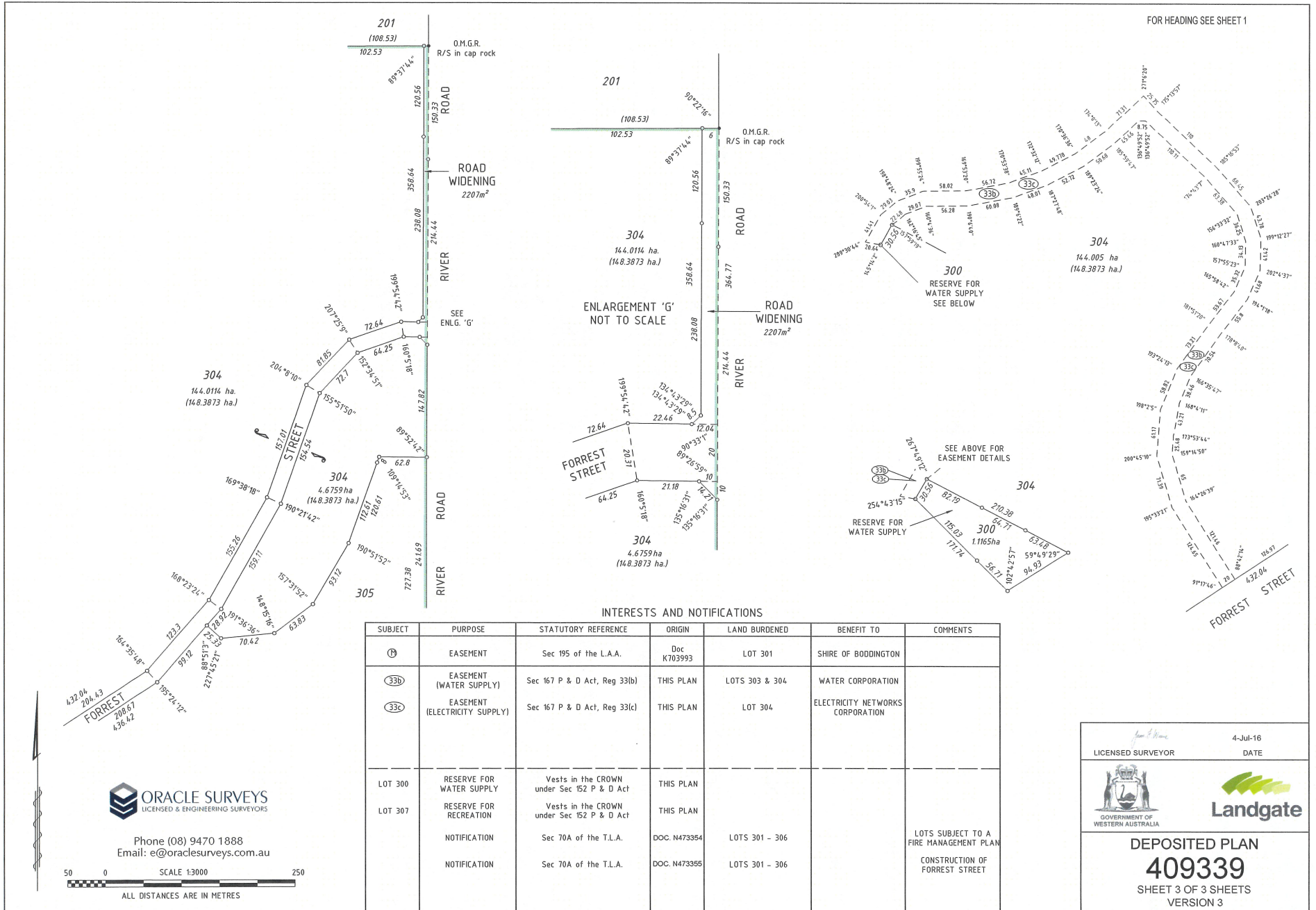
**ORACLE SURVEYS**  
LICENSED & ENGINEERING SURVEYORS  
Phone (08) 9470 1888  
Email: e@oraclesurveys.com.au



TYPE	FREEHOLD	S.S.A. NO
PURPOSE	SUBDIVISION	
PLAN OF	LOTS 300 - 307 (inc.) ROAD, ROAD WIDENING AND EASEMENTS	
FORMER TENURE	LOT 9001 ON DP 60454 C/T 2814 / 5	
LOCAL AUTHORITY	SHIRE OF BODDINGTON	
LOCALITY	BODDINGTON	
D.O.L. FILE	132300	
FIELD RECORD	132300	
SURVEYOR'S CERTIFICATE - REG 54	I, Jason F. WEAIRE hereby certify that this plan is accurate and is a correct representation of the - (a) 'survey; and/or (b) 'calculations from measurements recorded in the field records. [* delete if inapplicable] undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.	
LICENSED SURVEYOR	DATE	4-Jul-16
LODGED		
5-SEPT-2016	\$697.50	20089512
DATE	FEE PAID	ASSESS No.
I.S.C.		
RF	EXAMINED	31.10.2016 DATE
WESTERN AUSTRALIAN PLANNING COMMISSION FILE 150292		
Delegated under S.16 P&D Act 2005 01-Nov-2016 DATE		
IN ORDER FOR DEALINGS		
SUBJECT TO Application to surrender Easement created on DP 406312 Section 152, 167 and 168(1)(2)(3) P & D Act Section 70A TLA		
INSPECTOR OF PLANS AND SURVEYS	DATE	01-Nov-2016
APPROVED		
INSPECTOR OF PLANS AND SURVEYS	DATE	2-Nov-2016
(S. 18 Licensed Surveyors Act 1909)		
DEPOSITED PLAN <b>409339</b> SHEET 1 OF 3 SHEETS VERSION 3		

HELD BY LANDGATE IN DIGITAL FORMAT ONLY





**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
Ⓢ	EASEMENT	Sec 195 of the L.A.A.	Doc K703993	LOT 301	SHIRE OF BODDINGTON	
Ⓢⓑ	EASEMENT (WATER SUPPLY)	Sec 167 P & D Act, Reg 33(b)	THIS PLAN	LOTS 303 & 304	WATER CORPORATION	
ⓈⒸ	EASEMENT (ELECTRICITY SUPPLY)	Sec 167 P & D Act, Reg 33(c)	THIS PLAN	LOT 304	ELECTRICITY NETWORKS CORPORATION	
LOT 300	RESERVE FOR WATER SUPPLY	Vests in the CROWN under Sec 152 P & D Act	THIS PLAN			
LOT 307	RESERVE FOR RECREATION	Vests in the CROWN under Sec 152 P & D Act	THIS PLAN			
	NOTIFICATION	Sec 70A of the T.L.A.	DOC. N473354	LOTS 301 - 306		LOTS SUBJECT TO A FIRE MANAGEMENT PLAN
	NOTIFICATION	Sec 70A of the T.L.A.	DOC. N473355	LOTS 301 - 306		CONSTRUCTION OF FORREST STREET

4-Jul-16  
DATE

LISCENCED SURVEYOR

409339  
SHEET 3 OF 3 SHEETS  
VERSION 3

**DEPOSITED PLAN**

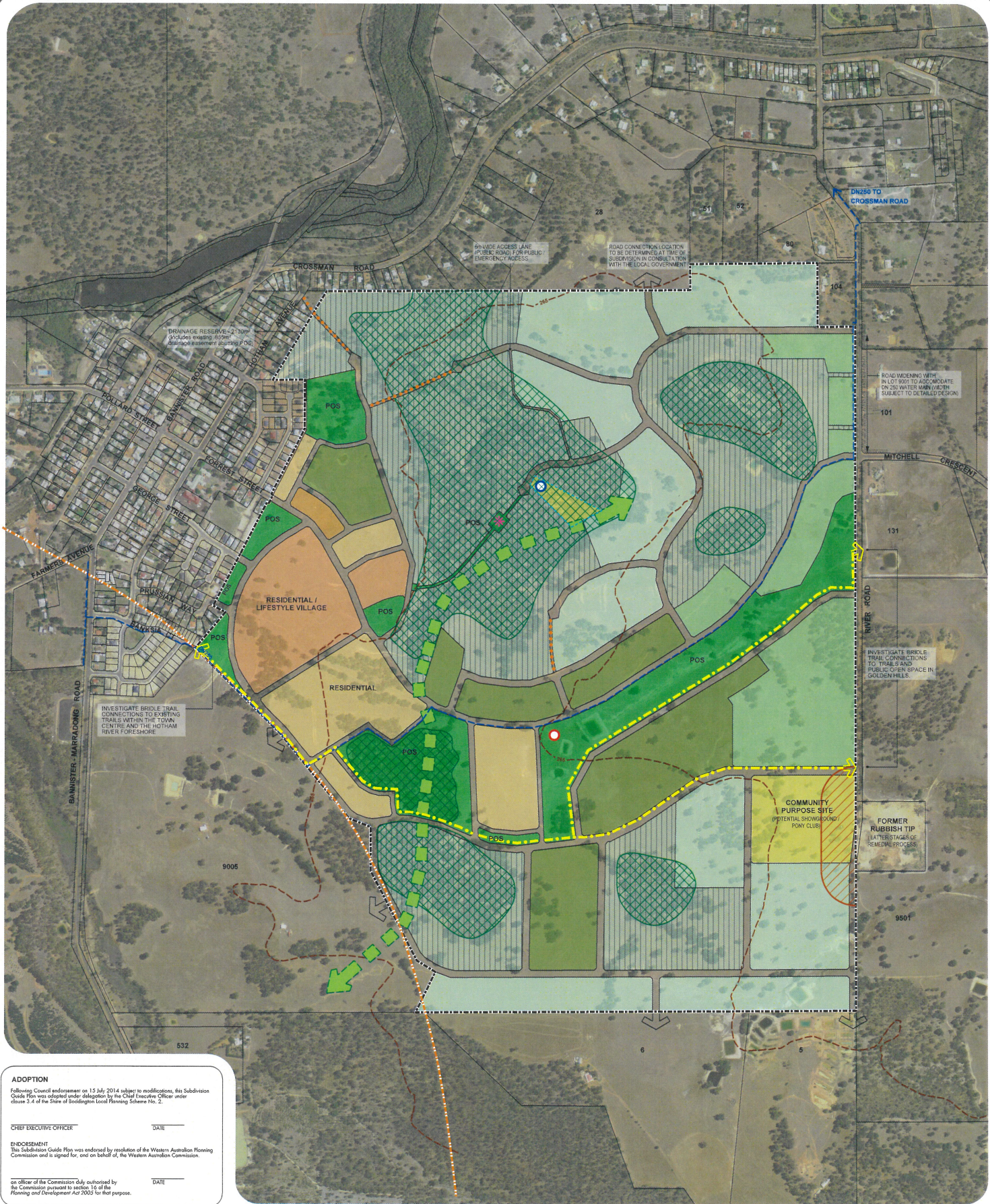
**409339**

SHEET 3 OF 3 SHEETS

VERSION 3

HELD BY LANDGATE IN DIGITAL FORMAT ONLY





**ADOPTION**  
 Following Council endorsement on 15 July 2014 subject to modifications, this Subdivision Guide Plan was adopted under delegation by the Chief Executive Officer under clause 3.4 of the State of Boddington Local Planning Scheme No. 2.

CHIEF EXECUTIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ENDORSEMENT**  
 This Subdivision Guide Plan was endorsed by resolution of the Western Australian Planning Commission and is signed for, and on behalf of, the Western Australian Commission.

an officer of the Commission duly authorised by the Commission pursuant to section 16 of the Planning and Development Act 2005 for that purpose. \_\_\_\_\_ DATE: \_\_\_\_\_

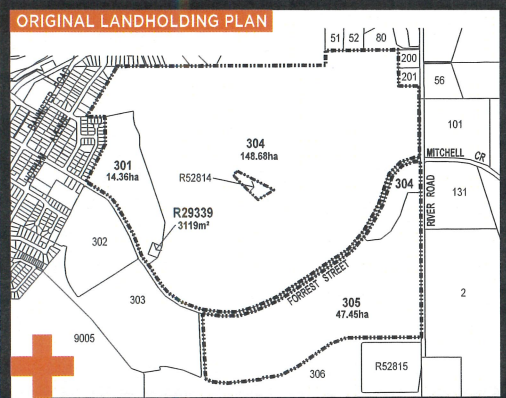
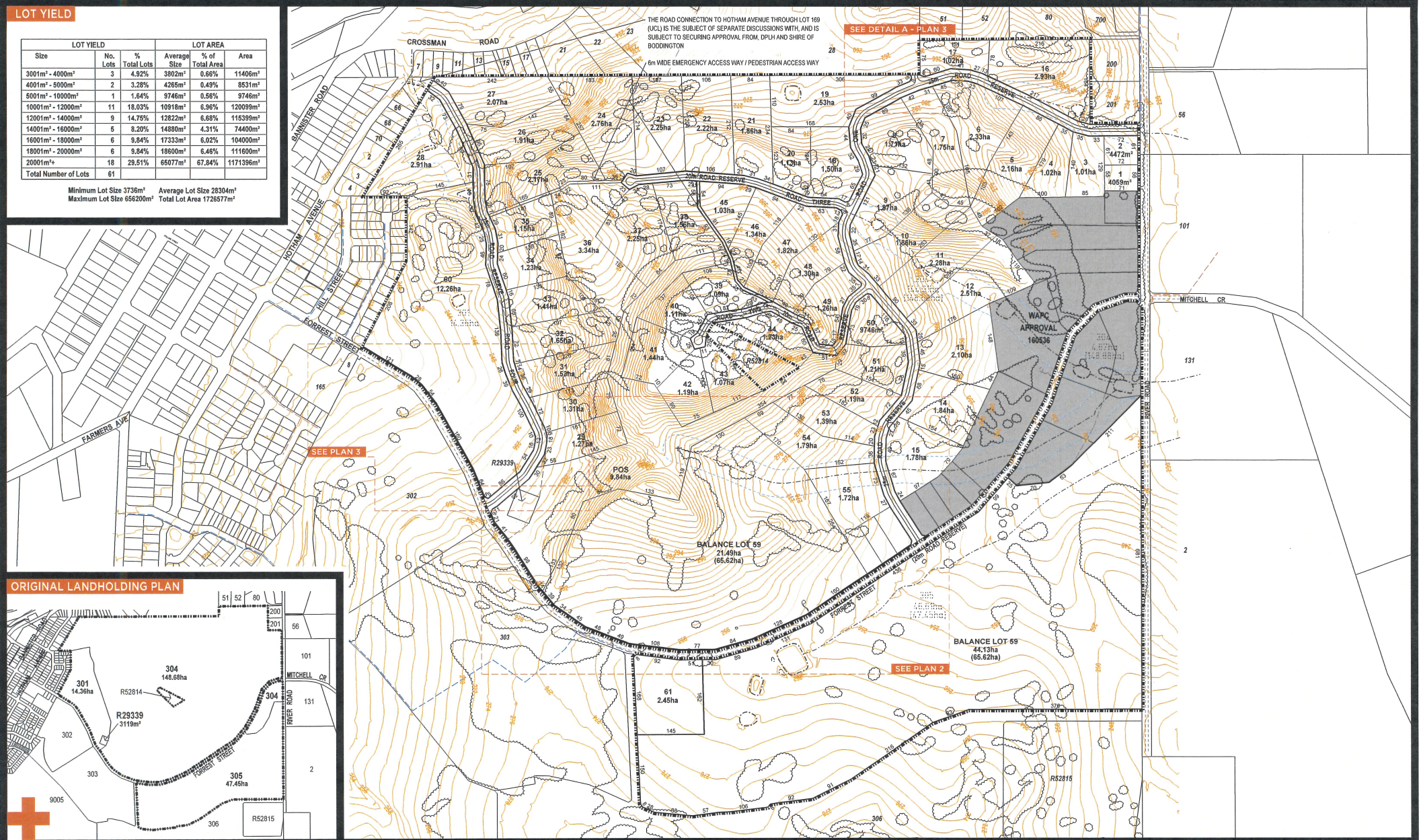
**LEGEND**

- Structure Plan Boundary
  - Residential R20/40
  - Residential R15
  - Residential R12.5
- Special Residential (R15)
  - Special Residential (R2)
  - Natal Residential (9900m<sup>2</sup> - 1ha)
  - Rural Residential
- Public Purpose
  - POS
- Site Wide Emergency (Backfill) Access Route / Pedestrian Access Way (Refer to endorsed Fire Management Plan)
  - Bridle Trail
  - 2.5km Cartour
  - 100m Rubbish Tip Buffer
- Public Lockout
  - Landscape Protection Areas
  - Landscape Protection Area - Reserve Vegetation Linkage
  - Possible Future Road Connection
  - Route Missing Buffer
- Sewer Pump Station (Subject to Detailed Design)
  - High Level Water Tank & Nominal 1/40 Site (Subject to Detailed Design)
  - Future Water Corporation Water Main (Subject to Detailed Engineering Design & Survey)
  - Indicative Road Network (Subject to Council / WAPC Approval)

**LOT YIELD**

LOT YIELD			LOT AREA		
Size	No. Lots	% Total Lots	Average Size	% of Total Area	Area
300m <sup>2</sup> - 400m <sup>2</sup>	3	4.92%	3802m <sup>2</sup>	0.65%	11406m <sup>2</sup>
400m <sup>2</sup> - 500m <sup>2</sup>	2	3.28%	4265m <sup>2</sup>	0.49%	8531m <sup>2</sup>
500m <sup>2</sup> - 1000m <sup>2</sup>	1	1.64%	9746m <sup>2</sup>	0.56%	9746m <sup>2</sup>
1000m <sup>2</sup> - 1200m <sup>2</sup>	11	18.03%	10918m <sup>2</sup>	6.96%	120099m <sup>2</sup>
1200m <sup>2</sup> - 1400m <sup>2</sup>	9	14.78%	12822m <sup>2</sup>	6.68%	115399m <sup>2</sup>
1400m <sup>2</sup> - 1600m <sup>2</sup>	6	8.20%	14880m <sup>2</sup>	4.31%	74400m <sup>2</sup>
1600m <sup>2</sup> - 1800m <sup>2</sup>	6	9.84%	17333m <sup>2</sup>	6.02%	104000m <sup>2</sup>
1800m <sup>2</sup> - 2000m <sup>2</sup>	6	9.84%	18600m <sup>2</sup>	6.45%	111600m <sup>2</sup>
2000m <sup>2</sup> +	18	29.51%	65077m <sup>2</sup>	67.84%	1171396m <sup>2</sup>
<b>Total Number of Lots</b>	<b>61</b>				

Minimum Lot Size 3739m<sup>2</sup> Average Lot Size 28304m<sup>2</sup>  
 Maximum Lot Size 656200m<sup>2</sup> Total Lot Area 1726577m<sup>2</sup>



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LOTS 301, 304 & 305 FOREST STREET, BODDINGTON

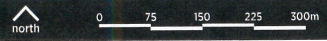
**CLIENT** : - **REVISION** : D  
**PLAN NO.** : 301 304 305-3-002 **DATE** : 29 June 2022

**DRAWN** : BDL **SCALE** : 1:7,500@A3

- LEGEND**
- APPLICATION BOUNDARY
  - PROPOSED LOT BOUNDARY
  - EXISTING VEGETATION
  - EXISTING BOUNDARY TO BE REMOVED

- WAPC APPROVED LOTS
- EXISTING DAM / SOAK
- WATERCOURSE / 30m SETBACK
- WATER CORP. - WATER MAIN
- WESTERN POWER (O,HEAD/U,G)

**NOTE**  
 Source of base data: Landgate; source of watercourse data: DPLH  
 Areas and dimensions are subject to final survey calculations.  
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PROPOSED SUBDIVISION PLAN - PLAN 1



UNIT 14, 8 EDWARD STREET  
BUNBURY WA 6230  
PO BOX 1702  
BUNBURY WA 6231  
TELEPHONE 9192 4355  
FACSIMILE 9192 4346  
EMAIL eng@dnv.com.au

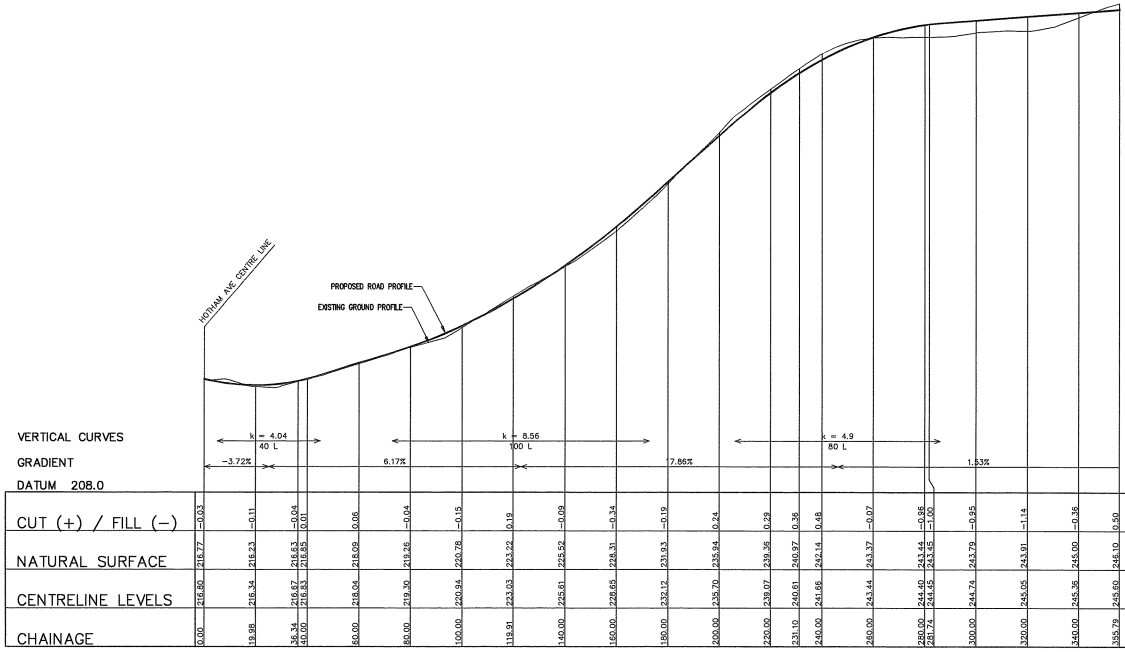
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PROJECT No ABS01-A-21  
SHEET 1 OF 2  
REVISION 0  
LOCAL AUTHORITY BODDINGTON  
SCALE 1 : 1000 (A1)  
DATUM AHD



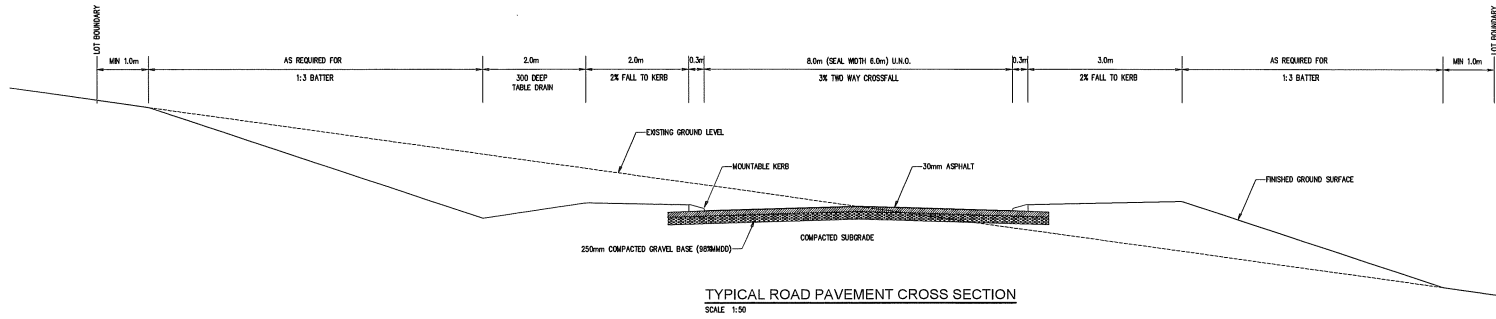
REVISION DATE	No	REVISION DESCRIPTION	DESIGN	DRAWN	CHECKED	APPROVED
28 FEBRUARY 2022	0	PRELIMINARY - NOT FOR CONSTRUCTION	DVN	DVN	DVN	

PROJECT KIRIBILLI HEIGHTS BODDINGTON  
LOTS 301 & 304 FFORREST STREET BODDINGTON  
DRAWING TITLE ROAD FOUR - HOTHAM AVE END



**ROAD FOUR - LONGITUDINAL SECTION**

3X TWO WAY CROSSFALL  
 SCALES: HORIZONTAL 1:1000  
 VERTICAL 1:200  
 PAVEMENT SPECIFICATION  
 6.0m x 30mm ASPHALT BETWEEN MOUNTABLE KERBS  
 250mm GRAVEL BASE COURSE COMPACT TO 98% MGD



UNIT 14 - 9 EDWARD STREET  
 BUNBURY WA 6230  
 PO BOX 1702  
 BUNBURY WA 6231  
 TELEPHONE 9392 4255  
 FACSIMILE 9392 4266  
 EMAIL eng@dvno.com.au

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PROJECT No ABS01-A-21  
 SHEET 2 OF 2  
 REVISION 0  
 LOCAL AUTHORITY BODDINGTON  
 SCALE 1 : 1000 (A1)  
 DATUM AHD



REVISION DATE	No	REVISION DESCRIPTION	DESIGN	DRAWN	CHECKED	APPROVED
28 FEBRUARY 2022	0	PRELIMINARY - NOT FOR CONSTRUCTION	DVN	DVN	DVN	

PROJECT KIRRIBILLI HEIGHTS BODDINGTON  
 LOTS 301 & 304 FFORREST STREET BODDINGTON  
 DRAWING TITLE ROAD FOUR - HOTHAM AVE END

**DRAFT**



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LOT 169 (UCL) HOTHAM AVENUE, BODDINGTON

<b>CLIENT</b> : -	<b>REVISION</b> : B	<b>DRAWN</b> : BDL
<b>PLAN NO.</b> : 169Hoth-3-001	<b>DATE</b> : 22 June 2022	<b>SCALE</b> : 1:500@A4

**LEGEND**

	SUBJECT LOT
	POS

**NOTE**  
 Source of base data:  
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**SITE**  
 PLANNING + DESIGN



CONCEPTUAL ROAD AND OPEN SPACE PLAN

**DRAFT**



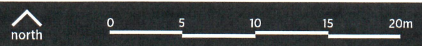
[WWW.SITEPD.COM.AU](http://WWW.SITEPD.COM.AU)

LOT 169 (UCL) HOTHAM AVENUE, BODDINGTON

CLIENT	: -	REVISION	: B	DRAWN	: BDL
PLAN NO.	: 169Hoth-3-001	DATE	: 22 June 2022	SCALE	: 1:500@A4

LEGEND	
	SUBJECT LOT
	POS

**NOTE**  
 Source of base data:  
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CONCEPTUAL ROAD AND OPEN SPACE PLAN

## 9.2 CHIEF EXECUTIVE OFFICER

### 9.2.1 Road Closure Request | South32 Worsley Alumina

File Reference:	2.063
Applicant:	South32 Worsley Alumina
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.1A Community Investment Agreement 9.2.1B Draft Permit 9.2.1C Proposed Road Closure Map

#### Summary

Council is requested to consider a request from South32 Worsley Alumina to close various roads within the Shire of Boddington, and issue approval to conduct private works within the closed roads.

#### Background

In December 2022, Council considered a request from South32 Worsley Alumina (South32) to close Ashcroft Road to all traffic from 8 January 2023 to 8 January 2042, a period of 20 years.

The Council resolution in relation to this request was:

That Council:

1. Advises South32 Worsley Alumina that the request to close the road from 8 January 2023 will not be considered, until a proposal outlining compensation and reinstatement activities, is received for all roads planned to be closed in relation to imminent mining activities.
2. Advises South 32 Worsley Alumina that consultation is required to be undertaken with the community and those potentially affected by the proposal in accordance with legislation.

In March 2023, Council approved the advertising of the following proposed road closures:

- |                  |                                  |
|------------------|----------------------------------|
| - Ashcroft Road  | April 2023 – April 2038          |
| - Stagbouer Road | December 2023 – December 2038    |
| - Morts Road     | April 2023 – December 2025       |
| - Siding Road    | December 2023 – July 2038        |
| - Rogers Bend    | Permanent Closure from July 2023 |

The public submission period closed on Friday 14 April 2023. 8 submissions against the proposal were received.

In April 2023, at a Special Council Meeting, Council resolved to defer the approval of the road closures until suitable legal documentation was developed.

When considering an application for a long term road closure, Council should take into account:

- whether the road reserve is actually unused, and whether future planning (land use or strategic projects) for the area may necessitate the retention of the road reserve
- the views of adjoining owners and whether or not they support the proposal
- the concerns of various service authorities who may have infrastructure contained within the road reserve
- any submissions for or against the proposal lodged in response to advertising

- the reason for the request to close the road reserve
- whether the road reserve closure is detrimental to traffic movement or safety
- any other relevant matters

### Comment

Discussions have been held with South32 in order to reach a proposal that addresses the concern of Council and the administration. The remaining concern which is not able to be solved is granting public access to Tullis Bridge through to 31 December 2025. South32 have recognised that it is not ideal to restrict access to Tullis Bridge and, in recognition of the community impact, South32 have put forward a proposed Community Investment Agreement which provides \$2million towards one or more strategic community projects. While a financial payment does not take the place of social and tourism impacts, this contribution will allow the progress of projects that are identified in the Council Plan.

The proposed road closures and approval to conduct private works under the Shire of Boddington Local Law – Activities on Thoroughfares and Trading in Thoroughfares and Public Places, are recommended to be approved based on the following inclusions:

- The applicant is responsible for full reinstatement of roads to agreed standards
- The applicant is responsible to maintain the structural integrity of the road for a period of 24 months after re-opening
- Penalties are to be applied for delays to the re-opening of roads
- A bond of \$120,000 is to be held by the Shire of Boddington in relation to ensuring compliance with the requirements of the Permit

### Consultation

Consultation in relation to the road closures has occurred in accordance with the requirements of the Local Government Act. This has included the following:

- Consultation with service authorities such as gas providers, Telstra, Western Power and the Water Corporation, to determine whether there is any objection to the road reserve closure, and if there are services (pipes and/or cables) located within the portion of road reserve being considered for closure.
- Advertising the proposed closure for public comment for a reasonable time. Advertising involved writing to all adjoining landowners requesting comments, as well as publishing the public notice on the Shire website, Facebook page, Notice Boards, Bodd News and the Shire e-newsletter.

The results of the consultation were included in the Schedule of Submissions presented at the Special Council Meeting on 20 April 2023.

### 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

Local Government Act 1995 – Section 3.50

Closing certain thoroughfares to vehicles



- 1) A local government may close any thoroughfare that it manages to the passage of vehicles, wholly or partially, for a period not exceeding 4 weeks.  
 (1a) A local government may, by local public notice, order that a thoroughfare that it manages is wholly or partially closed to the passage of vehicles for a period exceeding 4 weeks.
- 2) The order may limit the closure to vehicles of any class, to particular times, or to such other case or class of case as may be specified in the order and may contain exceptions.
- 3) [deleted]
- 4) Before it makes an order wholly or partially closing a thoroughfare to the passage of vehicles for a period exceeding 4 weeks or continuing the closure of a thoroughfare, the local government is to —
  - a) give local public notice of the proposed order giving details of the proposal, including the location of the thoroughfare and where, when, and why it would be closed, and inviting submissions from any person who wishes to make a submission; and
  - b) give written notice to each person who —
    - I. is prescribed for the purposes of this section; or
    - II. owns land that is prescribed for the purposes of this section; and
  - c) allow a reasonable time for submissions to be made and consider any submissions made.
- 5) The local government is to send to the Commissioner of Main Roads, appointed under the Main Roads Act 1930, a copy of the contents of the notice required by subsection (4)(a).

#### Policy Implications

Nil

#### Financial Implications

Closing a road without a detailed agreement regarding responsibilities, and obligations regarding cost, may give rise to significant financial implications into the future. This is particularly the case given this proposal to close roads and conduct private works includes a full decommissioning of the asset. South32 have committed to a reinstatement of the road network at the end of the closure period, which will minimise the financial risk to the Shire. Further, the payment of a bond will allow the Shire to have the ability to address any defects or non compliance with the Permit conditions.

#### Economic Implications

The impact of the 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 railway trail is noted as a project of strategic importance to the community.

The road closure request is required by South32 to progress their mining operations. Delays in the approval process may cause a negative economic impact to South32's operations, with a significant flow on effect to businesses and the direct and indirect labourforce in and around Boddington.

#### Social Implications

The primary social impact of the road closure as evidenced by the submissions, is a lack of access to Tullis Bridge. Other impacts are mentioned, however, these are considered to be aligned to mining activities in general.

#### Environmental Considerations

The extent of environment impacts are not specified within the proposal, as these 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. The road closures are required to access areas within the current approval zone.

### Risk Considerations

Risk Statement and Consequence	The key 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.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed as the draft Permit mitigates the significant risks to what is considered to be an acceptable level.

### Options

1. Endorse all roads to be closed as per the application.
2. Endorse some of the roads to be closed.
3. Amend the timeframes for roads to be closed.
4. Decline the request for a road closure.
5. Decline or approve the associated permit.

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 50/23**

**Moved: Cr I Webster**

**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.

**Seconded: Cr A Ryley**

**Carried: 4/2**

**Against: Cr C Erasmus and Cr E Smalberger**

# COMMUNITY INVESTMENT AGREEMENT



XX May 2023

Julie Burton  
Chief Executive Officer  
Shire of Boddington  
39 Bannister Road  
BODDINGTON WA 6390

Dear Julie

## Acknowledgement and acceptance of our Community Investment Shire of Boddington Strategic Plan Activation

I am pleased to confirm that the South32 entity named below (“**South32**”) will provide a community investment (i.e. donation, in-kind (non-monetary) contribution and/or other community investment project support) (“**Community Investment**”) to your organisation as named below (“**Recipient**”) subject to agreement to the Community Investment Specifics set out below and the Terms set out in **Appendix 1** of this Community 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 Community 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: Monica Treasure</b> <b>Role: Specialist Community</b> <b>Telephone: 9734 9636</b> <b>Email: <a href="mailto:monica.treasure@south32.net">monica.treasure@south32.net</a></b>
<b>Recipient details:</b>	
<b>Full legal name:</b>	<b>Shire of Boddington</b>
<b>Registration number (e.g. ABN):</b>	<b>22 502 664 685</b>
<b>Address:</b>	<b>39 Bannister Road BODDINGTON WA 6390</b>
<b>Recipient Representative Details:</b>	<b>Name: Julie Burton</b> <b>Role: Chief Executive Officer</b> <b>Telephone: 9883 4999</b> <b>Email: <a href="mailto:ceo@boddington.wa.gov.au">ceo@boddington.wa.gov.au</a></b>

## COMMUNITY INVESTMENT SPECIFICS

<b>Community Investment type:</b>	Monetary
<b>Community Investment amount / value:</b>	\$2,000,000.00 plus GST

<b>Community Investment payment schedule / basis (if applicable):</b>	<p>A total payment of \$2,000,000 (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:</p> <ul style="list-style-type: none"> <li>(a) June 2023 - \$500,000                             <ul style="list-style-type: none"> <li>i. Note: no reporting requirements tied to the initial payment</li> </ul> </li> <li>(b) December 2023 - \$750,000</li> <li>(c) December 2024 - \$750,000</li> </ul>
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**Community Investment purpose (“Purpose”):**

The community investment funding will enable the vision of the Shire of Boddington and community to 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 50 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 three years will focus on the below streams:

- 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 community 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.

**Recipient Reporting Obligations to South32 (“Reporting Obligations”):**

The Recipient is required to prepare and submit the following reports to the South32 Representative relevant to this Community Investment:

<ul style="list-style-type: none"> <li>• Strategic Social Investment Impact Report in the form set out in <b>Appendix 3</b> to this Agreement: -                             <ul style="list-style-type: none"> <li>○ June &amp; December 2023 – Interim Impact Measurement Report</li> <li>○ June &amp; December 2024 – Interim Impact Measurement Report</li> <li>○ June &amp; December 2025 – Interim Impact Measurement Report</li> <li>○ June &amp; December 2026 – Interim Impact Measurement Report</li> <li>○ June 2027 – Final Project Report and Acquittal                                     <ul style="list-style-type: none"> <li>▪ Both parties have identified the selected project/s may not be completed by June 2027 and as mutually agree the final project report and acquittal may be required to be extended.</li> </ul> </li> </ul> </li> <li>• This should include a financial statement of expenditure as part of the Reporting Template.</li> </ul>	
<p><b>South32 Recognition Rights:</b></p>	
<p>The Recipient will provide the following non-exclusive rights in recognition of South32’s Community Investment as listed below and in Appendix 3 and Appendix 4 of this document.</p> <ul style="list-style-type: none"> <li>• On identification of the priority project/s, the Shire of Boddington and South32 will agree appropriate acknowledgement of South32’s support and involvement in the community investment, including co-branding opportunities, logo on web page and all marketing material for the project/s.</li> <li>• South32’s community investment will be recognised as a Community partner for the identified project/s.</li> <li>• Involvement of volunteers from South32 in any events supportive of the Community Investment</li> <li>• Others as mutually agreed.</li> </ul>	
<p><b>Governing law:</b></p>	<p>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.</p> <p>The Agreement may also be executed in counterparts but will not take effect until it has been executed by both parties.</p>

**EXECUTED BY THE PARTIES AS A DEED**

Executed as a deed by )  
South32 Worsley Alumina Pty Ltd )  
(ABN 58 008 905 155) as agent for the )  
Worsley Joint Venture in accordance with )  
s 127 of the *Corporations Act 2001* (Cth) )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Company Secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

Executed as a deed by  
the Shire of Boddington  
(ABN 22 502 664 685)

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print name

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## APPENDIX 1 – COMMUNITY INVESTMENT TERMS

Capitalised terms set out in these Community Investment Terms have the meaning in the Community Investment Specifics above unless specified otherwise.

1. The Recipient represents, warrants and agrees to the following terms in relation to the use of the Community Investment (“**Agreement**”):

- (a) to only use the Community Investment for and to deliver on the Purpose;
- (b) to meet the Recipient’s Reporting Obligations and to provide the South32 Recognition Rights, as outlined in the Community Investment Specifics above;
- (c) to comply with all applicable laws;
- (d) to meet all reasonable requests of South32 in relation to the performance of its obligations under this Agreement;
- (e) that it is responsible for all taxes imposed on it in connection with the receipt and use of the Community Investment, with South32 having no liability with respect to any such taxes;
- (f) 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 Community Investment and/or any breach of the Community 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;
- (g) 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);
- (h) 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 Community Investment Purpose; (iv) an individual reference number for South32 to quote with remittance of payment; and (v) if applicable, the Community 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;
- (i) 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);
- (j) 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;
- (k) that it (including its employees, officers and directors) will not offer, promise or give any portion of the Community 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.
- (l) 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 Community Investment application process;
- (m) 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 Community Investment) in relation to its receipt and use of the Community Investment;
- (n) 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;
- (o) to notify South32 as soon as reasonably practicable:
  - (i) if the Purpose is completed and the Community Investment (i.e. monetary funding) has not been fully used;
  - (ii) if the Recipient is unable to use the Community 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 will, at the discretion of South32, be returned to South32 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:

- (a) South32 may withhold any payments associated with the Community Investment not yet made upon providing written notice to the Recipient as soon as reasonably practicable after the making of the decision to withhold payment; and
- (b) upon receiving written confirmation from the Recipient (supported by written evidence) that no breach has occurred or is likely to occur to South32's satisfaction (acting reasonably), any payments withheld by South32 under clause 2(a) must be released and paid to the Recipient forthwith and in any event within 10 business days of the payment becoming due under the agreement.

3. South32 and the Recipient agree to seek:

- (a) each other's prior written approval of any reference (written or otherwise) to the Community Investment (including in media releases, publications or other announcements) or any matter relating to this Agreement including the Community 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 Community 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. If at any time South32 anticipates there will be a change to the Community Investment amount or the Community Investment payment schedule agreed under this agreement, South32 must as soon as reasonably practicable provide written notice to the Recipient advising of the anticipated change and engage in good faith negotiations with the Recipient (for a period of not less than 30 days) with a view of reaching agreement to an amended Community Investment amount or payment schedule.

5. If, following the good faith negotiations provided in clause 4, the parties conclude that the Community Investment is unable to continue, then South32 may terminate this agreement in writing. 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 Community Investment or South32's involvement in the Community 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 Community 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-licence) to use the Recipient's intellectual property rights in the Purpose, provided that South32

provides written notice to the Recipient setting out details of the proposed use of intellectual property referred to in this clause, including details of any proposed assignment and sub-licence to a third party.

#### IN-KIND COMMUNITY INVESTMENT

7. If any in-kind Community 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

## COMMUNITY INVESTMENT AGREEMENT



11. 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: – COMMUNITY INVESTMENT PROJECT DOCUMENTS

Attached as separate files:

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## **APPENDIX 3: – STRATEGIC SOCIAL INVESTMENT IMPACT REPORT TEMPLATE**

Please complete the Strategic Social Investment<sup>1</sup> Impact Report Template attached further to the requirements outlined in the Community Investment Specifics.

**To be completed by CP and S32 upon signing of agreement**

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# STRATEGIC SOCIAL INVESTMENT<sup>1</sup> IMPACT REPORT

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## INTRODUCTION

We create value in the communities where we operate and make a positive contribution by providing jobs, developing local suppliers and investing in community programs.

## IMPACT MEASUREMENT

Traditionally organisations have measured the things that are easily countable or ‘outputs’ e.g, number of clients who attend or participated in the program, how many employees, how many hours were delivered, or number of families assisted etc.

‘Outcomes’ are the things that change for people because of the activity or action (outputs). When we measure outcomes as well as outputs, we are able to see the real and tangible difference that we are making to people’s lives. This template will help you focus on outcomes so that you can tell the story of the difference your activities are making to the lives of the people you work with, and what the lasting impact will be.

Having clarity around the outcomes you are trying to achieve, and then measuring whether or not you are achieving those outcomes, will help you prove that what you are doing works, and help you test, learn and iterate to continually improve project implementation.

## FUNDING INTENT

Establishing a clear project intent enables the identification of appropriate outcome indicators, which in turn assists in the monitoring and evaluation of the success of a program.

The intent is the desired change that the project is seeking. The intent should:

- Describe the context so we can see how the program will help to address the issue. Consider your vision in the long term as this helps identify your medium- and longer-term outcomes that will contribute to this vision.
- Describe the baseline conditions so that the change being proposed through the project can be measured and monitored. If support is needed to identify or measure the baseline, please outline below including any assistance you may need.
- Articulate the desired change.
- Reflect the South32 focus area.

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<sup>1</sup> Strategic partnerships aim to create long-term, meaningful change. They are typically multi-year in nature, receive larger levels of funding and are addressing complex issues aligned to our communities needs both current and emerging.

**PROJECT OVERVIEW**

Please complete the following table. This information will assist with setting measurement indicators and measuring change over the term of the funding partnership.

Overview	
South32 Operation	
Project name	
Partner name	
Timeline of project	
Community of focus	
Context	<p><b>Why is this program a priority?</b> (This assists us in aligning your investment to our focus areas and the needs of our communities)</p> <p><i>Eg Research has highlighted that a key reason for the low numbers of graduating high school students graduating in our catchment, is the lack of the pre-requisite literacy and numeracy skills.</i></p>
Vision	<p><b>What is your aspiration /goal you are working towards? This will help to develop measures for your program and understand the impact.</b></p> <p><i>Eg Our vision is that all students should be provided with an equal opportunity to thrive in an educational setting. We believe that only by working with the teachers, parents and students we can build the necessary support, skills and confidence to give students an optimal learning outcome.</i></p>

<p>Baseline conditions</p> <p><b>Note: minimum baseline data:</b></p> <p><b>Gender, Indigenous and non-Indigenous status (Australia), Ethnicity (Americas)</b></p> <p><b>Local community (Africa)</b></p>	<p><b>To understand the impact of your program, you should obtain a baseline (quantitative and quantifiable) at the start of the program and measure the change.</b></p> <p><i>Eg We know there is 60% attendance rate for males and females in the school catchment area, well below the regional rate of 86%. 40% of the children are from low socio-economic families with parents of these students telling us they need both financial and academic support to assist their children's education.</i></p>
<p>Intent</p>	<p><b>Describe the aims and objectives of the program ( ie provide a summary of the activities or actions you will be taking to deliver on your vision)</b></p> <p><i>Eg Our Program will work with teachers and parents to provide individually tailored tuition programs to ensure children are given the support they need to be able learn. Our activities will include social skills, reading and writing and numeracy activities.</i></p>
<p>South32 global focus areas</p> <p><b>(refer to Table 1)</b></p>	
<p>South32 headline indicator</p> <p><b>(refer to Table 2)</b></p>	

Project Title:		Start Date	Completion date	Approved amount \$		FYTD Spent
Outcome Indicator	Baseline	Outputs <i>Noting minimum requirements<sup>2</sup></i>	Target <sup>3</sup>	FY2 <sup>x</sup> 6 month update	FY2 <sup>x</sup> 12-month full year	Source
Proportion of primary school students moving on to secondary school opportunities	75%	# students participating the program				

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<sup>2</sup> Please collect the following data: number of male and female beneficiaries, Indigenous (Australia), black and local community (South Africa), ethnicity (Americas)

<sup>3</sup> Identify the qualitative and quantitative change your program will aim to achieve.



**REVIEW**

Please provide additional commentary on the performance of the project over the past reporting period.

**REPORTING**

Challenges	Response
[List ]	[Describe any support or material changes you need to discuss with South32]
Successes	Case Studies
[List ]	[Provide case studies, or feedback from participants]
Opportunities for improvement	Response
[List ideas for improvement]	[Describe how South32 can support this opportunity]

**SUSTAINABILITY**

How have you attempted to develop alternative sources of funding?	
How have you improved the capacity and capability of your project / people?	

**PROJECT MANAGEMENT**

Project milestones	Due date	Status

Communication milestones	Due date	Status

**DECLARATION**

Do you confirm the receipt of funding: YES / NO

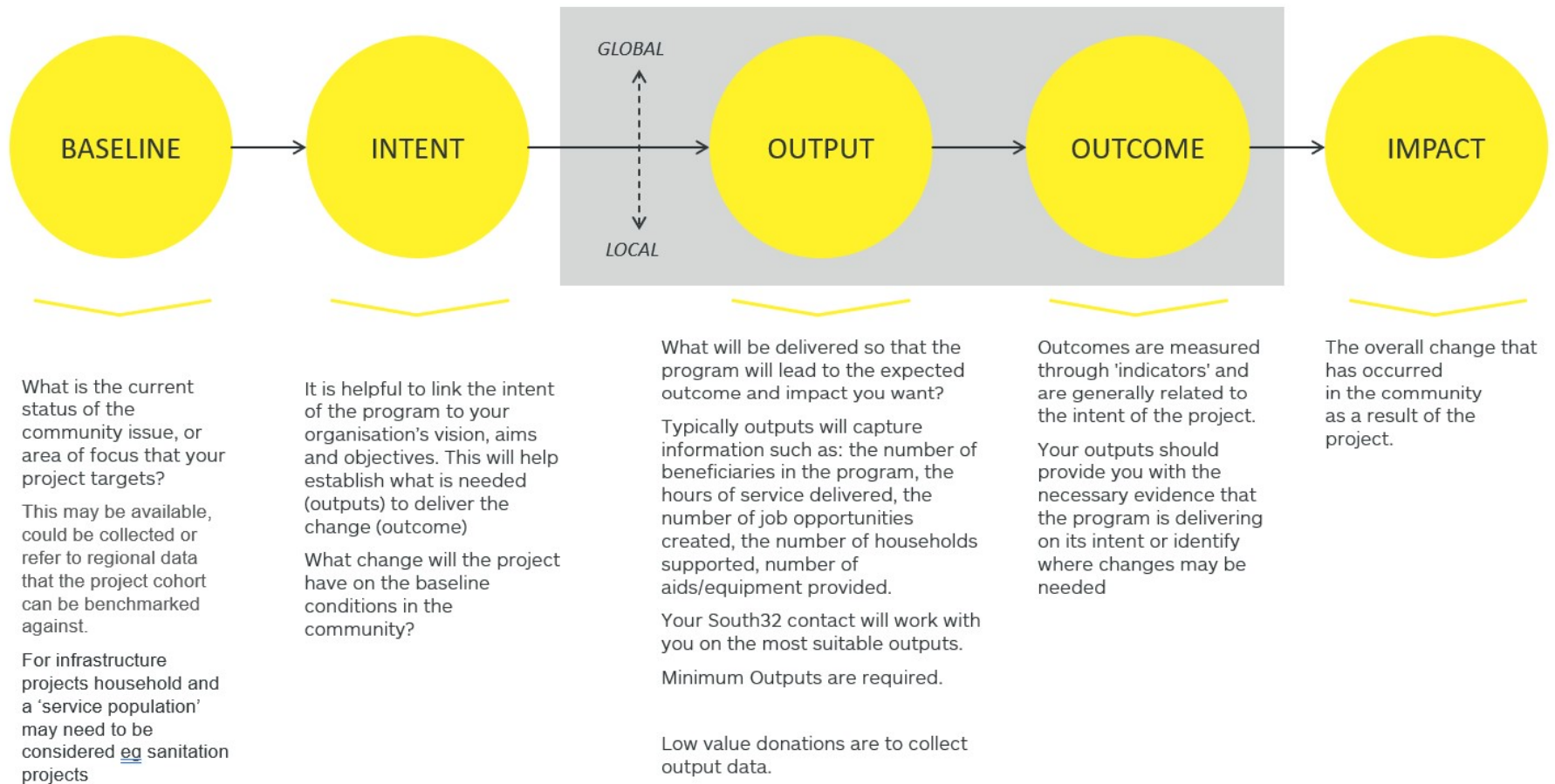
Please provide an overview of spend against the budget as an attachment

Table 1 South32 global focus areas and headline indicators

FOCUS AREA	WHY	HOW	OUTCOME INDICATORS
EDUCATION AND LEADERSHIP	Quality education is the foundation of economic and social prosperity and supports the development of emerging and future community leaders.	We contribute to projects that support lifelong learning and development, are inclusive, nurture future leaders and promote equal access to educational opportunities.	<ul style="list-style-type: none"> <li>• Proportion of primary school students moving on to secondary school opportunities</li> <li>• Proportion secondary education enrolment, retention and pass rates</li> <li>• Proportion acceptance and completion of post-secondary education or employment</li> <li>• Participation of young people in leadership programs (including cultural programs).</li> </ul>
ECONOMIC PARTICIPATION	Economic opportunity and participation ensure that local and regional economies are resilient now and sustainable into the future.	We contribute to projects that support local employment, sustainable livelihoods and diversified local economies.	<ul style="list-style-type: none"> <li>• Capacity and capability of SMEs to maximise procurement value</li> <li>• Sustained employment rates</li> <li>• Household income rates</li> <li>• Proportion of business activity outside of mining and processing</li> </ul>
GOOD HEALTH AND SOCIAL WELLBEING	Health and social wellbeing are integral to sustainable development and contribute to vibrant communities.	We contribute to projects that support community health and social wellbeing and promote inclusion.	<ul style="list-style-type: none"> <li>• Health indicators (e.g. HIV, MJD, mental health)</li> <li>• Reported levels of physical, social, mental, emotional, cultural wellbeing</li> <li>• Level of real and perceived levels of personal and community-safety</li> <li>• Quality of health and wellbeing services in the community</li> </ul>
NATURAL RESOURCE RESILIENCE	Communities that live in balance with their natural environments are resilient and sustainable.	We contribute to projects that support communities to thrive within their environments and use natural resources in responsible and sustainable ways.	<ul style="list-style-type: none"> <li>• Water: access and use of safe and affordable water and sanitation services</li> <li>• Land use: agricultural yields and land management</li> <li>• Level of biodiversity and conservation management practices</li> <li>• Level of community understanding of environment values</li> </ul>

**Table 2 South32 project measurement framework**

The below diagram outlines the project measurement framework at a high-level including guidance on each aspect.



# 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**

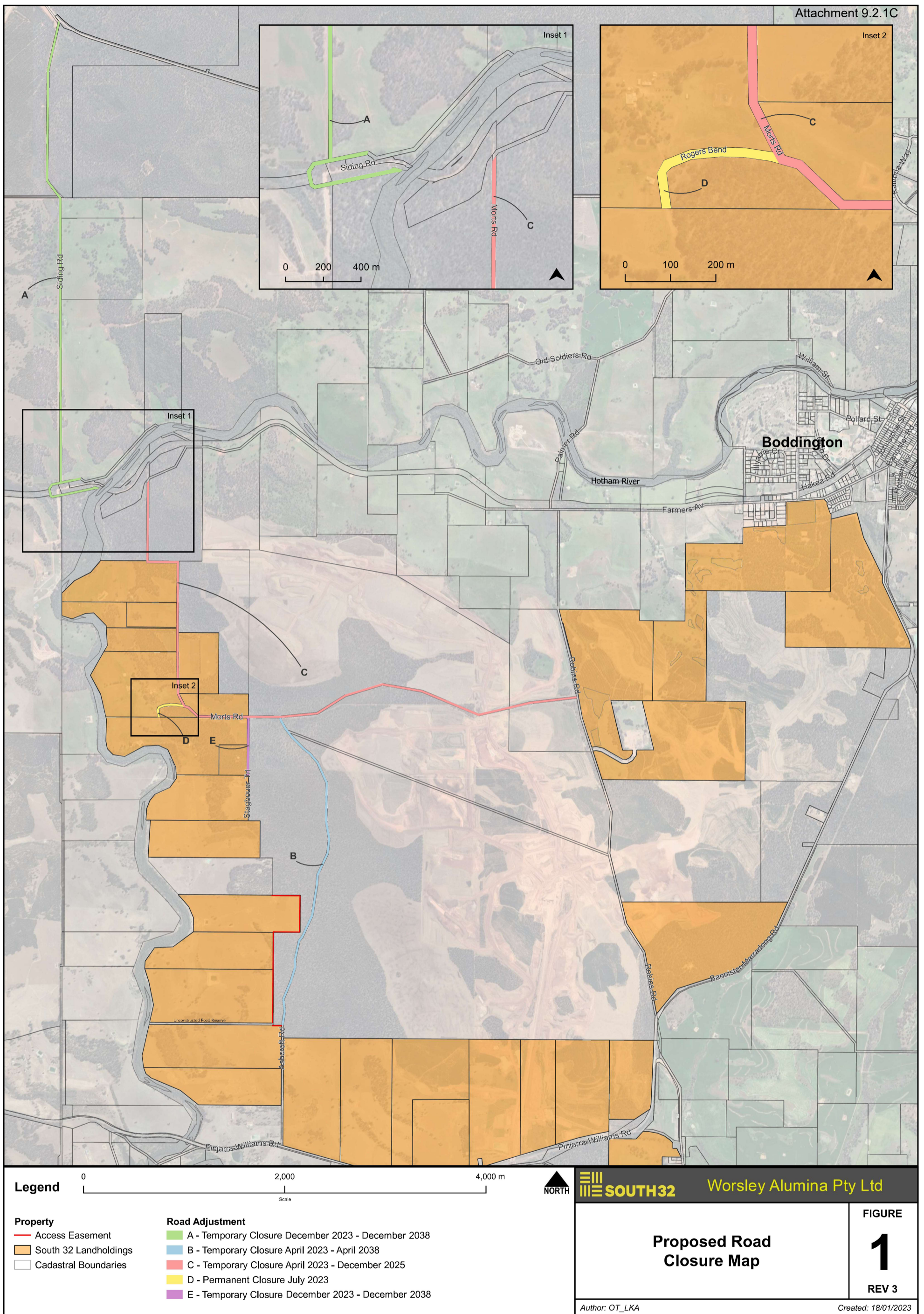
- 3.1 Typical Cross section of the reconstructed road will be as per Fig C25 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 3.2 The Permit Holder will use reasonable endeavors to reconstruct roads to meet the pre-existing road classification prior to mining activities, including classification 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.

DRAFT



## 9.2.2 Community Engagement Charter

File Reference: 2.063  
 Applicant: Not applicable  
 Disclosure of Interest: Nil  
 Author: Chief Executive Officer  
 Attachments: 9.2.2A Draft Community Engagement Charter

### Summary

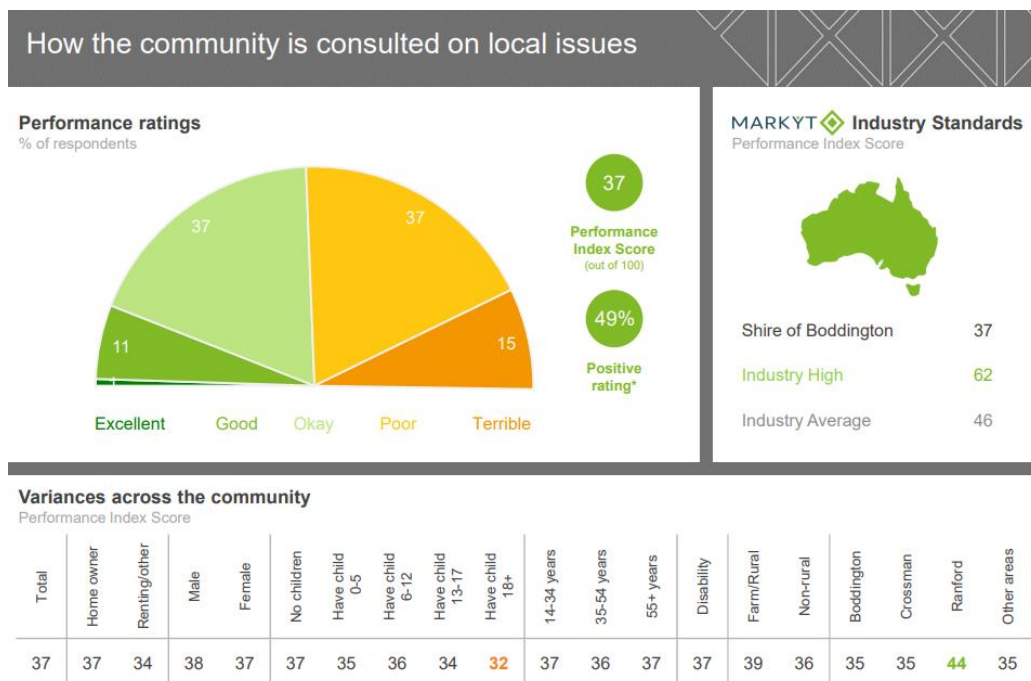
The purpose of this report is to seek Council’s adoption of the Shire of Boddington Community Engagement Charter.

### Background

The Shire of Boddington has been focusing on increasing community engagement practices, to inform project and service development. Aligned to this objective is the formalising of a Community Engagement Charter, which provides both clarity for staff and the community about how engagement will be approached.

Separate to this objective, is the current review of the Local Government Act 1995. Three themes were originally identified as part of the review, being Agile, Smart and Inclusive. One of the topics addressed under the Inclusive theme is community engagement. It has recently been confirmed that the new Local Government Act will require local governments to have a Community Engagement Charter.

In April 2022, a Community Perception Survey was undertaken. The Shire’s Performance Index Score for “How the community is consulted about local issues?” was 37/100. This was the first year of undertaking the survey in this format, and therefore the trend for this indicator is not known, however, the score is below the industry average of 46 and requires a focused effort to initiate improvement.



The specific comments from the Community Perceptions survey relevant to community engagement include:

- *Little consultation/communication between Shire/Council & community for project/development proposals*
- *Listen to community feedback and incorporate into forward plans.*
- *Engagement and communication with the broader community, not just the few who speak the loudest.*

To ensure we provide the community with genuine opportunities to inform projects, strategies, services and decisions that affect them, we need a deliberate approach that is consistent and transparent, creates a framework, and builds on the actions that have been implemented over the last 12 months.

### Comment

The Community Engagement Charter has been developed to guide engagement practices with the local community, businesses, and stakeholders, when the Shire is developing and delivering its plans, policies, programs and projects. It outlines the guiding principles and approach for ensuring the community has an opportunity to have their say in a meaningful way.

The Community Engagement Charter provides a commitment to:

1. Ensuring that the purpose of our engagement is clear and relevant, and the methods used are well suited to generate highly effective community engagement.
2. Providing information that is clear, easy to understand and accessible to all people.
3. Proactively engage with our community in an ethical manner using a range of methods and enable everyone to have a voice on matters of importance to them.
4. Providing engagement opportunities that are mutually respectful, undertaken in reasonable timeframes and with a shared understanding of how the input will inform decision making processes.
5. Valuing all participants' knowledge, expertise and experiences, acknowledging that everyone has different views and needs.
6. Undertaking evaluation processes to continually improve our approach to community engagement.
7. Reporting back to our community in a timely manner about how their input was considered and influenced the final outcome.
8. Use information provided by community engagement to advocate on behalf of our community to relevant parties.

The Community Engagement Charter outlines the Shires commitment to align with the International Association for Public Participation's Public Participation Spectrum. This spectrum illustrates five different levels of community engagement that may be appropriate for different projects.

The Community Engagement Charter, along with the existing Council Policy, will guide the Shire's delivery of community engagement processes, to ensure the community is provided with genuine opportunities to inform projects, strategies, services and decisions that affect them. It will be an important component to ensure that the Shire of Boddington staff implement the most appropriate tools at the right time for meaningful community consultation, in order to inform decision making.

If adopted, training for key staff is proposed to occur early in 2023/24 to firmly establish the principles of the Charter into project planning and delivery.

### Consultation

No specific consultation has been undertaken as a part of the development of the Charter, however, the draft has been informed by results from the 2022 Community Survey.

### Strategic Implications

Aspiration	Performance
Outcome 13	A well informed and engaged community
Objective 13.1	Engage the community about Shire projects, activities and decisions in a timely, open and effective manner.
Action 13.1.1	Develop a Community Engagement Strategy

### Legislative Implications

There is no current statutory requirement to have a Community Engagement Charter, however, advice has been received that this requirement will be introduced shortly, as a part of legislative reforms.

### Policy Implications

The Charter is aligned with the outcomes of Council's Community Engagement Policy.

### Financial Implications

Community engagement activities are anticipated to be carried out within project budgets. Training for staff will be delivered through training budgets.

### Economic Implications

Nil

### Social Implications

The Charter provides clarity around engagement expectations, which is anticipated to increase social benefit for the community due to the ability to closely align projects and services to community expectation.

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The key risk is the failure to undertake appropriate engagement activities following the adoption of the Charter.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

### Options

1. Endorse the Community Engagement Charter
2. Determine an alternative direction for the Charter

### Voting Requirements

Simple Majority

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

**COUNCIL RESOLUTION: 51/23**

**Moved: Cr E Smalberger**

**That Council adopt the Community Engagement Charter as contained in Attachment 9.2.2A.**

**Seconded: Cr I Webster**

**Carried: 6/0**



# COMMUNITY ENGAGEMENT CHARTER



# Contents

What is the purpose of this charter?..... 1.  
 What is community engagement?..... 2.  
 Our commitment to the community..... 4.  
 Why we engage..... 6.  
 Who we engage..... 8.  
 When we engage..... 10.  
 How we engage..... 12.  
 Supporting information ..... 16.



## Acknowledgement of Country

*The Shire of Boddington acknowledges the Wiilman 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.*



WARM  
AND  
RAIN  
DECREASING  
YELLOW  
SYMBOLISES  
RETURN  
OF HOT  
WEATHER  
FAMILIES MOVE  
BACK TOWARDS  
THE COAST  
AS WEATHER  
WARMS UP  
WHERE  
THEY  
ENJOY  
HUNTING

# What is the purpose of this charter?

*The Community Engagement Charter is a formal expression of Council's commitment to engaging the Boddington community through the use of appropriate, effective and inclusive practices.*

The Shire of Boddington strives to provide a high level of communication and engagement with the community and stakeholders. This Charter outlines the principles that the Shire of Boddington uses to guide its community engagement, to ensure that the decision-making process adequately reflects the current and future requirements of the broader community.

This Community Engagement Charter aims to support safe, healthy, active and inclusive communities who are involved and informed in decision-making processes. It enables the Shire to improve its services to enhance the quality of life within Boddington.

The Charter supports the Shire's vision of making Boddington a better place to live, work and visit. It provides a focus for all engagement activities, policies and processes to align with the Shire's values and objectives stated within the Council Plan.

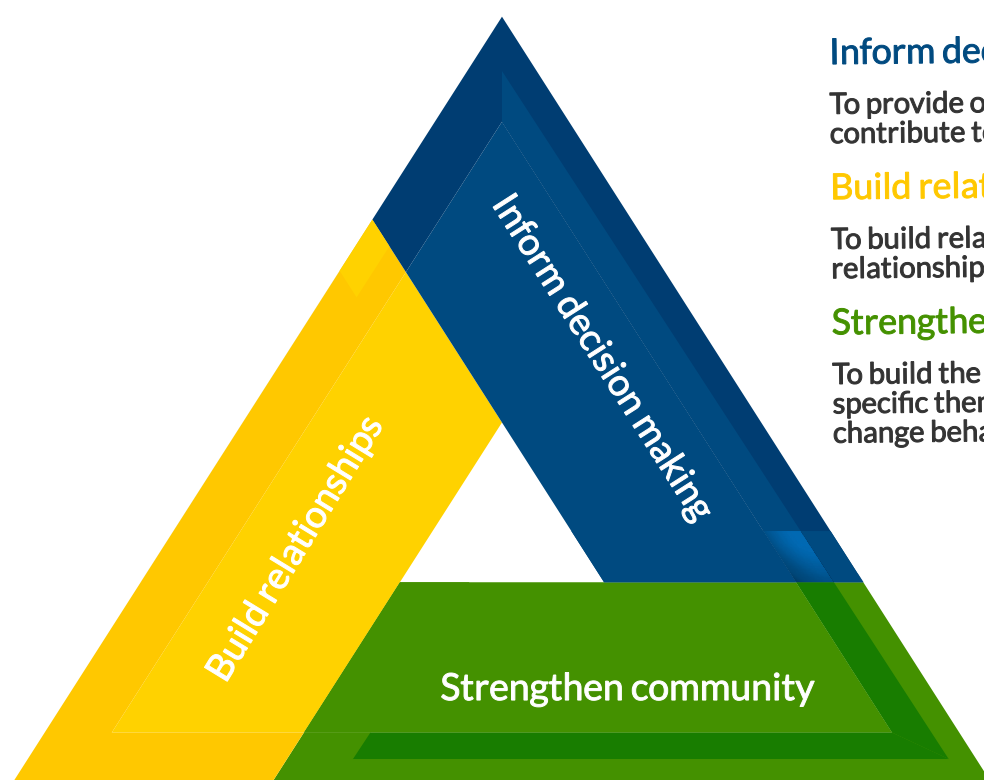
The Shire will routinely consider the information, provision, and participation opportunities it will provide across all functions.



# What is community engagement?

*Community engagement is defined as the range of opportunities for public involvement in Council decision-making, relationship building and community strengthening. Community engagement is achieved when the community is and feels part of a process.*

Some community engagement processes are carried out to help decision-making, while others are centred on relationship-building and community strengthening (or capacity building). Frequently engagement processes support two or all three of these objectives.



## **Inform decision making**

To provide opportunities to the community to contribute to decision-making processes.

## **Build relationships**

To build relationships and/or improve relationships with the opportunity.

## **Strengthen community**

To build the capacity of the community on a specific theme or issue to increase knowledge or change behaviours.





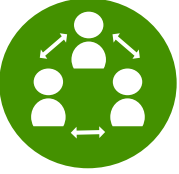
The Shire of Boddington, key stakeholders and the wider community engage with each other at different levels along a spectrum of increasing involvement. The process of community engagement is a dynamic one which means there is likely to be movement back and forth through the different levels as an engagement process is implemented.

The International Association for Public Participation (IAP2) has developed the Public Participation Spectrum to demonstrate the possible types of engagement with stakeholders and communities.

The spectrum below has been adapted from IAP2, and shows the increasing level of community involvement from the 'inform' end of the spectrum through to the 'empower' end of the spectrum.

The table below identifies each of these five levels of engagement and clearly outlines the amount of involvement from both the Shire of Boddington and stakeholders/community within each level. The table also identifies the role of community members and/or stakeholders.



	<b>Inform</b> 	<b>Consult</b> 	<b>Involve</b> 	<b>Collaborate</b> 	<b>Empower</b> 
<b>Goal</b>	One way communication to provide balanced and objective information to assist understanding about something that is going to happen, or that has already happened.	Two-way communication process aimed at obtaining feedback on ideas, alternatives, and proposals to inform our decision making	Participatory process designed to help identify issues and views to ensure that concerns and aspirations are understood and considered.	Working together to develop an understanding of all issues and interests to work out alternatives and identify preferred collective solutions.	To build the capacity of the community to lead their own plans for change.
<b>Role of community and/or stakeholders</b>	Listen	Contribute	Participate	Partner	Lead
<b>Examples when this engagement level may be appropriate.</b>	In the event of an emergency.	Undertaking a survey on playground redevelopment.	Seeking input from the Shire of Boddington committees on initiatives.	Stakeholder led discussions on developing community vision key directions.	Building capacity skills of small business employees through skills-based training.
<b>Possible methods</b>	Advertisements, fact sheets, newsletters, public notices, social media, and websites.	Focus groups, public exhibitions and surveys.	Advisory committees, deliberate voting on options, and workshops.	Consensus building, participatory decision making and participant led workshops.	Facilitation of networks, practical skills workshops, and training events.

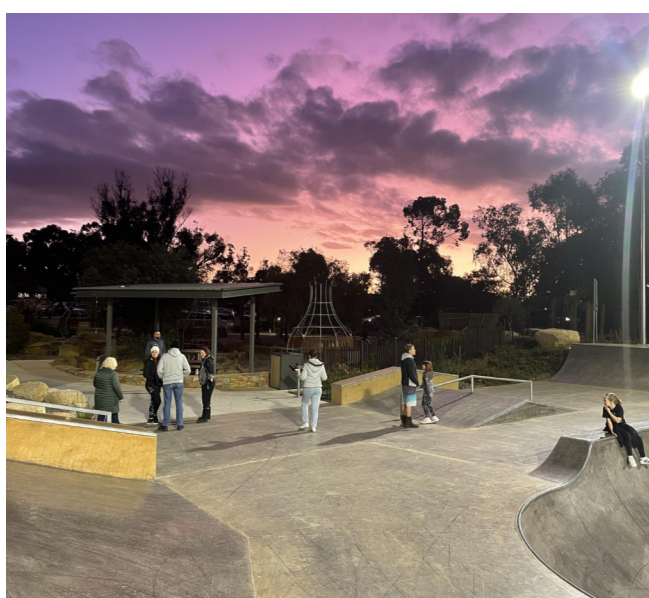
# Our Commitment to the Community

*The Shire's Community Engagement Charter is built upon a set of commitments that guide the planning, development, implementation, evaluation and continuous improvement of community engagement processes undertaken by the Shire.*



When engaging the community we will be open and accountable in our decision making process. The Shire commits to:

1. Ensuring that the purpose of our engagement is clear, relevant and the methods used are well suited to generate highly effective community engagement.
2. Providing information that is clear, easy to understand and accessible to all people.
3. Proactively engage with our community in an ethical manner using a range of methods and enable everyone to have a voice on matters of importance to them.
4. Providing engagement opportunities that are mutually respectful, undertaken in reasonable timeframes and with a shared understanding of how the input will inform decision making processes.
5. Valuing all participants' knowledge, expertise and experiences, acknowledging that everyone has different views and needs.
6. Undertaking evaluation processes to continually improve our approach to community engagement.
7. Reporting back to our community in a timely manner about how their input was considered and influenced the final outcome.
8. Use information provided by community engagement to advocate on behalf of our community to relevant parties.



## Why we engage

*Community engagement is a collaborative process that connects the Shire with the community in a mutually beneficial sharing of new ideas, skills, knowledge, expertise and experience.*



Effective community engagement has real benefits for both the Shire and the community. Better identifying the priorities, needs and aspirations of our community assists the Shire to improve its strategic planning and service delivery. A regular two-way conversation ensures the Shire is transparent, accountable and informed in its decision making which will demonstrate integrity and build trust within the community.

Where appropriate, engagement should go above and beyond legislative requirements. The information and knowledge gained through hearing a range of community perspectives assists Council to make informed decisions; develop strong partnerships and create sustainable outcomes.

The community also benefit from participating in engagement activities. Participating in engagement on matters that impact them can create a sense of belonging and connection; increase community involvement; unite and empower individuals and communities; and lead to a greater community ownership and resilience.

The knowledge, expertise and experience gained also provides the Shire with a foundation to advocate to other relevant parties, including Federal and State Government bodies, on issues of community importance which are out of its direct control.





In summary there are a broad range of benefits to effective and authentic community engagement, both to the Shire and to the community.

**Some of these benefits include:**

1. Increasing community involvement and connections
2. Developing strong relationships and partnerships with our community, leading to a shared understanding of our community's needs, aspirations and priorities
3. Meeting legislative requirements
4. Providing a valuable source of evidence-based information which gives a wider perspective on issues and supports the Shire's future planning and service delivery activities
5. By supporting transparency and accountability, integrity is demonstrated and trust built between all parties
6. Ensuring the community's right to assist with democratic processes
7. Ensuring informed decision making occurs and issues are addressed
8. Helping to inform and assist with advocacy
9. Leading to more sustainable outcomes
10. Building community resilience and capacity leading to community empowerment

## Who we engage

*Boddington is a small and diverse community with individuals from all walks of life including a variety of interest groups. Because everyone has a role to play in our community, it is critical that our engagement techniques are accessible and broad in scope.*

### For the purpose of this charter:

- the Boddington community is defined as individuals or groups who live, work, play, visit, study, invest in or pass through Boddington. They could share a geographical location, characteristic, or interest.
- the term 'stakeholder' defines our community groups or individuals who are directly impacted by, involved with, or interested in, the Shire's decision-making, relationship building or community strengthening processes.

Each person within our community has the potential to be a stakeholder in the Shire's engagement activities.

*"At the Shire of Boddington, we utilise community engagement techniques to help us improve the efficiency, validity, and transparency of our decision-making processes. By enabling people to participate in decision-making, the outcomes are more likely to be advantageous and long-lasting for our stakeholders and the Shire."*

**Julie Burton**  
CEO Shire of Boddington





## In Boddington some of the stakeholder groups include:

- Arts and culture community
- Agriculture employees
- Boddington Shire employees
- Business and industry
- Carers
- Chamber of Commerce
- Children
- Community service providers
- Commuters
- Councillors
- Emergency services
- Environmental groups
- Families
- Government organisations
- Heritage groups
- Aboriginal community
- Lesbian, gay, bisexual, transgender and intersex community
- Local Members of Parliament
- Media
- Neighbouring Shires or other local governments
- Not for profit organisations and groups
- Mining community
- People from culturally and linguistically diverse backgrounds
- People with a disability
- Ratepayers
- Residents
- Schools, education facilities and students
- Seniors/senior groups
- Service groups
- Sporting, leisure and recreational clubs and groups
- Visitors to Boddington
- Volunteers/ volunteer organisations
- Young people.

## When we engage

*Community engagement should take place at the planning stage of any project or initiative, when a change in service, activities or infrastructure is considered, when an issue is raised and requires a decision or when more information or evidence is required. Engagement is likely to be undertaken at multiple stages within a project, program or development where information or evidence is required.*

## Circumstances that call for engagement activities

The Shire will promote opportunities for the community to actively participate in the following Shire processes:

- where a proposed change to Shire activities or strategic direction may significantly affect the community in terms of the economy, lifestyle, environment, wellbeing or amenity of the municipality
- when developing new or reviewing existing policies, strategies or plans
- introducing a new service, discontinuing an existing service or substantially changing or reviewing a service that may significantly affect how services are provided
- proposals for changing the way in which public space looks, is used or enjoyed
- the community raises an issue with the Shire for a decision (or outcome) and there are likely to be competing community interests
- planning and development of major projects and capital works, including public buildings, centres or other infrastructure
- development/redevelopment proposals, such as structure plans, that may significantly alter the existing amenity or characteristics of a geographic area
- any circumstance where the Shire needs more information or evidence to make an informed decision.

## Mandatory engagement

While the Local Government Act 1995 and a range of other legislation set out minimum requirements for some specific consultations, each engagement process needs to be considered on its individual basis and merits. In many instances the Shire will go above and beyond the minimum requirements to gain a strong understanding of our community's wants and needs to ensure we are achieving the best possible outcomes for our community.

### Some of these specific matters include:

- adopting the Council Plan
- making a local law
- changing the Shire's system of land valuations for council rates
- adopting the Annual Budget
- declaring a special rate or a special charge
- selling, exchanging or leasing land
- entering into a regional library agreement
- road closures
- making amendments to the Planning Scheme or deliberating on planning applications under the Planning and Development Act 2006.
- development of the Public Health Plan

The community engagement activities of the Shire of Boddington are certainly not limited to these matters.

### Circumstances where the Shire's engagement with the community will be limited

There are times when the Shire's level of engagement with the community and key stakeholders will be limited. In certain circumstances, the Shire may only be able to inform the community and stakeholders of the Shire's decisions and actions.



### Examples include when:

- an immediate resolution is required
- technical or other expertise is required
- an initiative involves confidential or commercial information
- there are clear and defined legislative responsibilities that must be met
- developing or reviewing internal policies and procedures
- the Shire is responding to an emergency
- there is a risk to public safety.

### Influencing the Shire's decision making

Where decision making is the purpose of a community engagement process, it must be identified that the final decision rests with the Shire of Boddington.

Good governance is based on a belief that those impacted by a decision may have important contributions to make in a decision-making process. In planning a community engagement process, The Shire will determine at which levels they will engage and what corresponding commitment they will make to stakeholders and/or the community. This decision is likely to impact the nature and methods of engagement.

# How we engage

*There is no one-size fits all approach to community engagement activities.*

*A variety of methods will be required to cater for the different purposes of engagement as well as the broad range of groups and individuals in the community.*



## Plan

The planning stage is critical to ensuring a successful and authentic engagement process. During this stage we will understand, outline and gain agreement on:

- why are we engaging (purpose),
- what are we trying to achieve through the process (engagement objectives),
- how will results be used (engagement outcomes),
- who we want to engage with (stakeholder analysis)
- at what level do we wish to engage
- how we will engage (engagement methods)
- when do we wish to engage.

During this stage, it is also important to consider the monitoring and evaluation steps that will be embedded into the process.

## Do

Those undertaking the community engagement activity will do so in a non judgemental and respectful way. They will follow the engagement principles as outlined in the 'Our Commitments' section. The following steps should be considered to ensure the activity is successful.

1. Decide on the most appropriate ways of informing the community/target group of the planned engagement activity.
2. Organise resources including who will conduct the engagement, and the organisation of venues and catering. It is also important to consider specific needs such as transport, childcare and translation services.
3. Invite previously identified stakeholders to participate in engagement activity.
4. Provide information to participants in jargon free, clear English. Use case studies or examples to assist with explaining the initiative. Provide translations if required.
5. Conduct the engagement activity.
6. Promptly provide any specific feedback for other areas of the Shire to ensure that urgent issues are dealt with according to our customer service charter.



## Share

Following the engagement process we will report back to the community the results and outcomes of the engagement process. This will be done in a timely, accessible and informative manner so that participants understand how their involvement influenced the process, and therefore the outcome or decision.

If the engagement process is lengthy it is important that we regularly report on the project's development to ensure the community remain engaged.

## Evaluate

Evaluation of the engagement process will be planned at the beginning of the project so we are aware of what the outcome will be measured against. Evaluation will be continuous so that the engagement process can be adjusted should an aspect not be working well. The engagement process will be reviewed at the end to ensure we understand what happened and why. We will reflect on what did and didn't work objectively and realistically then produce an evaluation report to share observations and recommendations.

## Improve

We will take the lessons learnt throughout the project capturing them in an accessible format. Ideas for improvement of engagement will be shared across the organisation and inform future versions of this charter and the Shire's broader engagement framework.

# Example situations of how and when we engage

Community engagement should take place at the planning stage or any project or initiative; when a change in service is proposed; activities or infrastructure are being considered; when an issue is raised and requires a decision or when more information or evidence is required.

The trigger for 'when' we engage with the community may differ between projects and will depend on the complexity and nature of the project, however in most instances, community engagement is likely to be undertaken at multiple stages of the project.

**When:** Non-routine maintenance and small-scale renewal capital works (e.g. footpath replacement).

**IPA2 engagement level:** Inform

**How**

- We will take all reasonable steps to share information on activities and plans with relevant stakeholders so that they are advised of any upcoming works.
- We will also regularly communicate any key updates to ensure that relevant stakeholders are informed throughout the works.

**Minimum consultation exhibition period:** We will let relevant stakeholders know at least 14 days in advance of work.

**When:** New capital works and pace making (e.g. new or upgraded public space at a local centre).

**IPA2 engagement level:** Involve-collaborate

**How**

- We will seek to promote feedback opportunities widely and provide a range of opportunities/channels for the community to share their views
- We will involve the community to ensure priorities are reflected in the decision. Where possible, we will directly reflect community concerns and aspirations in the finalised plan.

**Minimum consultation /exhibition period:** 14 - 28 days

**When:** Council Plan (development and adoption)

**IPA2 engagement level:** Collaborate

**How**

- At a minimum, we will undertake a survey and community workshop
- We will also communicate updates and engagement opportunities through media to ensure that relevant stakeholders are informed and able to participate as much as they desire.

**Minimum consultation /exhibition period:** 30 days



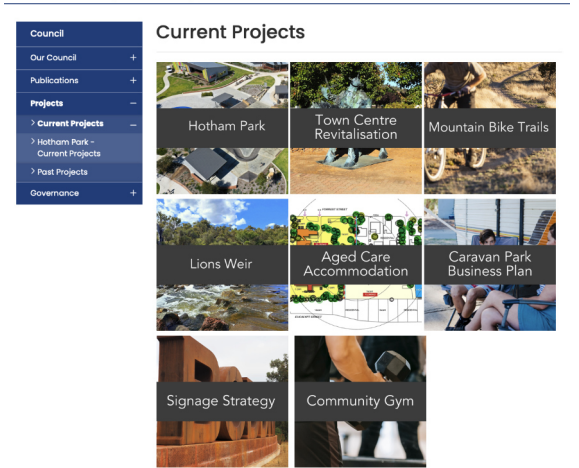
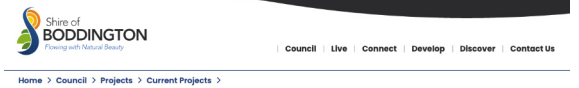
# How we communicate

We currently use a wide variety of tools to assist with how we communicate and engage with the community and are always on the lookout for new opportunities to keep our community informed.

We currently use a wide variety of tools to assist with how we communicate and engage with the community and are always on the lookout for new opportunities to keep our community informed.

Some of the platforms and tools we currently use to engage include:

- Shire of Boddington website
- social Media: Facebook & Instagram
- print media: Bodd News, Peel Magazine, Narrogin Observer and other media outlets.
- fortnightly ENewsletter
- reference groups & workshops
- Council meetings
- surveys
- information boards (Shire office, Library, Youth Centre)
- letters & emails
- posters/flyers
- SMS alerts
- information displays
- events
- partnerships.



# Responsibilities

## Executive Leadership Team

The Executive Leadership Team is responsible for ensuring the consistent implementation of the Community Engagement Charter. Depending on the nature of an engagement project, 'approval' may be required at this level. Coordinators and senior management are also responsible for resourcing staff sufficiently to ensure effective community engagement and ensuring meaningful consideration of engagement outcomes is provided in the decision-making process.

## Council

The Council plays a critical role in ensuring the needs of the local community are understood and met. They serve the community by actively listening to stakeholders and residents and representing those views in the decision-making process. Councillors are democratically elected representatives, the views and recommendations of Councillors are closely considered in all engagement projects.



## Committees and reference groups

The Shire of Boddington hosts a number of committees and reference groups that are made up of staff, stakeholders, members of the community and Councillors. They advise on the views, needs and interests of the community. Some of the committees include:

- Cemetery Committee
- Local Emergency Management Committee

## Consultants

The Shire may engage external consultants for particular projects where necessary. External Consultants are required to comply with all legislative requirements and this Charter when delivering engagement activities on behalf of the Shire of Boddington.

Not all projects impacting our community are led by and/or involve the Shire. When a third-party is delivering a project within the Shire of Boddington, the organisation who is managing the project is ultimately responsible for the engagement and associated outcomes. In this event, the Shire will seek to promote the engagement opportunity and strongly advocate on behalf of the interest of our community.



# Glossary and document section



## Glossary

**Accessibility** - the opportunity for all people to engage with activities in a manner that is equal.

**Advocacy** - public support for or recommendation of a particular cause.

**Community** - Includes individuals or groups who live, work, play, study, visit, invest in or pass through the municipality.

**Community consultation** - this is a form of community engagement that relates to the tools and practices used by the Shire to enable public involvement in decisions and actions that shape the community.

**Community strengthening** - community strengthening refers to a sustained effort of building cohesive and inclusive communities. This process aims to increase the connectedness, active engagement and partnership among members of the community, community groups and organisations in order to enhance social, economic and environmental wellbeing.

**Deliberation** - long and careful consideration or discussion.

**Ethical** - adherence to moral principles and conduct in undertaking a process or activity.

**IAP2** - the International Association for Public Participation (IAP2) is an international organisation advancing the practice of public participation. IAP2 supports people who implement or participate in public decision-making processes.

**Plan** - a plan outlines a detailed future course of action for Council aimed at achieving specific goals or objectives within a specific timeframe. A plan should identify roles and responsibilities along with resources that are required.

**Responsible governance** - effective processes for making and implementing decisions.

**Charter** - a charter provides high level holistic directions for Council designed to bring about a desired future, such as achievement of one or more goals or outcomes.

# Related Documents


The following Shire of Boddington documents have been referenced in the composition of the Community Engagement Charter:

[Council Plan 2022 - 2032](#)  
[Annual Report 2021 - 2022](#)  
[Customer Service Charter](#)



# Notes

Join our Facebook community for the latest news content. Find links to projects and have your say.

 [SOBoddington/](https://www.facebook.com/SOBoddington/)

For the latest Shire news direct to your inbox subscribe to Community Connect.

Go to our website and scroll to the bottom of the page, then enter your email address and press subscribe. [www.boddington.wa.gov.au](http://www.boddington.wa.gov.au).

If you require this document in larger print, please contact the Shire office.

Google Translate  
<https://translate.google.com>

Shire of Boddington  
Mon to Fri - 9:00am – 4:30pm

39 Bannister Road, Boddington  
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Boddington | WA | 6390

Ph: 08 9883 4999

[shire@boddington.wa.gov.au](mailto:shire@boddington.wa.gov.au)  
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### 9.2.3 Regional Early Education and Development | Merger and Lease Agreements

File Reference:	3.0029
Applicant:	Nil
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.3A Draft Merger Agreement 9.2.3B Draft Lease Agreement

#### Summary

Council is requested to consider and approve a merger and lease agreement between the Shire of Boddington and Regional Early Education and Development for the operation of the Boddington Early Learning Centre located at 23B Pollard Street (a portion of Reserve 14977) Boddington.

#### Background

The Shire of Boddington has operated the Boddington Early Learning Centre (ELC) since June 2013. While childcare is not the core business of local government, it has been relatively common for local governments to intervene in this area when there is market failure, to ensure that communities are able to utilise care facilities, primarily to support economic activity, i.e. employment of community members. Operation of a childcare facility comes with significant levels of licensing and compliance, which requires specialist knowledge and dedicated focus.

Over the past few months, the Shire has been working with Regional Early Education and Development Inc (REED) towards a transfer of the operations of the ELC from Shire Management. Council has previously supported, in principle, the transfer of the ELC operations to REED, subject to the development and presentation of a suitable Lease Agreement.

REED is a not-for-profit organisation, operating in excess of twenty early education and care centres throughout the Wheatbelt and are keen to extend their operations into Boddington.

#### Comment

Progression of this merger has continued on the basis that Shire of Boddington staff continue to be confident that the change will be a positive step forward for the community. The advantages are considered to include:

- REED has greater access to a larger pool of staff to fill workforce shortages. This is a particularly high risk area, due to a shortage of Early Learning staff across Australia.
- REED staff are specifically trained to meet the educational needs of the children and have access to standard curriculum, a wide range of resources, and ongoing training of staff in this area to ensure consistency and continuous improvement.
- REED is a specialist organisation, in that childcare is their core business. This allows high levels of knowledge and efficiency in compliance and licencing processes.

The Merger Agreement (Attachment 9.2.3A) outlines the key characteristics of the partnership with REED, specifically throughout the transitional period. The Lease Agreement (Attachment 9.2.3B) outlines the proposed arrangements from 1 July 2023. The Lease has been provided on the REED template, which has successfully been utilised for agreements with many other local governments. While this is not the Shire's standard lease template, it is considered to be sufficient for the needs of this agreement.

The key elements of the lease include:

- An initial term of 10 years

- \$0 annual lease fee
- The Lessee (REED) will be responsible for cleaning and utility costs
- The Lessor (Shire) will be responsible for insurance, building maintenance and grounds maintenance

The consent of the Minister for Lands is required, and will be sought as a part of ordinary process if the Lease is approved by Council. Subject to Council's approval and the Minister's consent, it is planned that the transfer of the Management and Operations of the ELC will occur from 1 July 2023.

The recommendation to proceed is based on a higher level of service being provided to the Boddington community, the transfer being cost neutral, and the reduction in operational risk of running the Centre.

### Consultation

Shire ELC staff and families that utilise the Centre have been kept informed of the change in operations over the last few months.

### Strategic Implications

Aspiration	People
Outcome 3	An inclusive and supportive community
Objective 3.1	Address the needs of families, children and young people

### Legislative Implications

Nil

### Policy Implications

Nil

### Financial Implications

The transfer of the operations to REED will reduce the income from Childcare charges (current budget: \$440,000) and decrease the operational costs of maintaining the Service (current budget: \$456,017). Under the lease agreement, the Shire will still be responsible for the maintenance of the premise, including the maintenance of the gardens, which has no impact on the budgeted financial position.

### Economic Implications

Adequate childcare services is a key element of a healthy economy, providing the community with greater opportunity for workforce participation.

### Social Implications

Quality childcare services directly impact on the social wellbeing of children and families.

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The transfer of the Centre is expected to reduce statutory risk, with REED in a better position to operate in the Childcare environment. The community may perceive the operations to be better placed in the hands of the local government, and time may be needed by some to experience firsthand the suitability of the change.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational, Compliance
Risk Action Plan (controls or treatment proposed)	Communication will continue to be provided throughout the transition period, to families who utilise the service.

### Options

1. Endorse the proposed Lease and Merger Agreement.
2. Determine changes are required to either of the two agreements, and defer a decision.
3. Decline to enter into an agreement with REED.

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 52/23**

**Moved: Cr I Webster**

**That Council:**

- 1. Approve the Merger Agreement between the Shire of Boddington and Regional Early Education and Development Inc. as per Attachment 9.2.3A.**
- 2. Approve the Lease Agreement between the Shire of Boddington and Regional Early Education and Development Inc. for the property at 23B Pollard Street (Reserve 14977) Boddington, as per Attachment 9.2.3B.**

**Seconded: Cr C Erasmus**

**Carried: 6/0**



**Regional Early Education and Development Incorporated**

**and**

**Boddington Early Learning Centre**

**AGREEMENT**

**This Agreement is made on \_\_\_\_\_**

**Between**

Regional Early Education and Development Inc ('REED')

ABN 36 101 516 994

And

Boddington Early Learning Centre

ABN 22 502 664 685

**RECITALS**

Regional Early Education and Development Inc (REED) was established for the purpose of providing sustainable early childhood services across the Wheatbelt region for the benefit of children, families, communities and local economies. The Western Australian Department of Communities and Lotterywest provided funding for REED to implement a regional model for the governance and management of Early Childhood Education and Care (ECEC) services across the Wheatbelt region through the merging or integration of individual ECEC services with REED.

The Transferring Service provides ECEC services under the business name at Schedule 1.1 at the premises listed at Schedule 1.2 and wishes to merge or integrate the provision of those services with REED.

This Agreement is the outcome of a collaborative process.

**TERMS OF AGREEMENT**

The Transferring Service hereby agrees, subject to regulatory approval and the terms and conditions of this Agreement, to transfer the ECEC service listed in Schedule 1.1 to REED on and from the Transfer Date.

REED hereby agrees to provide the ECEC service listed in Schedule 1.1 on and from the Transfer Date.

## FRAMEWORK

The framework for the completion of the merger is:

- The Transferring Service hereby agrees to give permission to REED to occupy the premises listed at Schedule 1.2 on and from the transfer date for the purpose of delivering ECEC services;
- REED will obtain confirmation from the Education and Care Regulatory Unit (ECRU) that REED is the Approved Provider of the service listed at Schedule 1.1;
- REED will obtain confirmation from the Commonwealth Department of Education and Training of the transfer of Child Care Subsidy (CCS) Provider Approval to REED;
- The Transferring Service agrees that after the Transfer Date it will seek the voluntary cancellation of the Transferring Service as a legal entity (if applicable).
- The Transferring Services agrees that any assets of the Transferring Services will be transferred to REED on or before the date of voluntary cancellation as advised by the Department of Mines Industry Regulation and Safety (DMIRS).

### 1.0 DEFINITIONS

**Agreement** includes Schedules 1, 2 and 3 and Attachments 1 and 2.

**Committee** means the governing body of the Transferring Service.

**Fee** means the charge(s) for provision of services at an ECEC as described in Schedule 1.4.

**Net assets** means assets less liabilities resulting in a positive position.

**Net liabilities** occurs when liabilities are greater in value than assets, resulting in a negative net position.

**Pro rata long service leave** means:

- (a) For an employee who has completed at least 7 years, but less than 10 years, of continuous service with the Transferring Service, a proportionate amount of long service leave calculated on the basis of  $8^{2/3}$  weeks for 10 years of such continuous employment including years, months and days.
- (b) For an employee who has completed more than 10 years of continuous service with the Transferring Service, an amount of long service leave calculated on the basis of completed years.

(c) Such other amount as calculated in accordance with the provisions of the *Long Service Leave Act 1958 (WA)* as may otherwise apply.

**Regulatory Bodies** means the bodies which regulate:

- REED;
- the Transferring Service; and
- the delivery of early childhood education and care services,

and includes the Education and Care Regulatory Unit of the Western Australian Department of Communities, the Western Australian Department of Mines, Industry Regulation and Safety, and the Commonwealth Department of Education and Training.

**Transfer of Business** refers to the transfer of all of the business of the Transferring Service including the transfer of the approved provider, transferring staff and legal responsibility for all aspects of the ECEC service.

**Transfer Date** means the date on which the Transferring Service ceases, and REED commences, to provide the Early Childhood Education and Care service named in Schedule 1.1.

**Transferring Service** means the Early Childhood Education and Care service named in Schedule 1.1

**Transferring Staff** means those staff employed by the Transferring Service at the date of this Agreement who have been offered, and have accepted, positions with REED.

## **2.0 OBLIGATIONS**

### **2.1 REED will:**

- a) Provide assistance to the Transferring Service with the processes required to complete the Transfer of Business to REED. This may include:
  - transferring permission to occupy the premises listed in Schedule 1.2 for the purpose of providing early education and childcare services;
  - completing the lodgment of appropriate documents with regulatory bodies;
  - transferring/novation of grant and other agreements;
  - preparing for inspection of the service by the regulator and rectification of any breaches;
  - assisting with the cancellation of the Transferring Service as a legal entity;
- b) Set fees to support the financial sustainability of the ECEC service to be provided after the Transfer Date. Fees will be payable in advance via direct debit from a

parent's nominated account. The Fee at the Transfer Date will be as noted in Schedule 1.4.

- c) Invite the establishment of a local Family Advisory Group, or similar, consistent with the Terms of Reference at Attachment 2.
- d) Update the REED website to include information about the Transferring Service and the ECEC service to be provided after the Transfer Date.
- e) Keep confidential any information supplied to it by the Transferring Service.

### **2.1.1 STAFF**

In relation to staff employed by the Transferring Service at the date of this Agreement, REED will:

- a) Prioritise entering into contracts of employment on and from the Transfer Date with the employees of the Transferring Service listed in Schedule 2 who have been offered and accepted a position with REED. REED employees are employed under the *Children's Services Award 2010* and the National Employment Standards in the first instance. (At a future time, REED may negotiate an Enterprise Agreement in accordance with the *Fair Work Act 2009*.)
- b) Recognise their continuous service with the Transferring Service as continuous service with REED.
- c) Record as an opening balance in REED's employment records, the accrued hours of long service leave as at the Transfer Date of any employee who has not had those hours paid out by the Transferring Service as a benefit.
- d) Record as an opening balance in REED's employment records the accrued hours of personal leave as at the Transfer Date for transferring staff, up to a maximum of 6 weeks (pro rata for part time employees of the Transferring Service).

### **2.2 The Transferring Service will:**

- a) From the date of this agreement until the Transfer Date:
  - i. manage and conduct the the ECEC service it is providing prudently; and
  - ii. maintain and protect the assets of the ECEC service.
- b) From the date of this agreement until the Transfer Date:
  - not purchase or commit to purchasing any additional plant & equipment or other capital items.
  - not hire any new employees, nor terminate or alter the employment terms of, any existing employees;
  - not enter into, terminate or alter, any material contract; or

- dispose of any assets, or any interests in assets, of its ECEC service, without prior written agreement from REED.
- c) On or before the Transfer Date:
    - gift all equipment and resources necessary for the operation of the ECEC service to REED.
    - Transfer access, administration and operation of any social media platforms to REED.
    - Transfer all records and databases to REED to enable REED to comply with record keeping requirements as required.
  - d) Be responsible for the collection of all parent fees and other monies owed as at the Transfer Date.
  - e) Pay all creditors for debts incurred prior to the Transfer Date. This includes but is not limited to settlement of final utility charges.
  - f) Distribute surplus property, being any remaining assets once all liabilities or debts have been exhausted to REED.
  - g) Be responsible for payment of refunds or debts related to parent fees incurred prior to the Transfer Date.
  - h) Transfer/novate any grant or other funding agreements listed in Schedule 3 to REED. In the event that the transfer/novation of these is not finalised prior to the Transfer Date, the Transferring Service will remit to REED within 7 days of receipt any funds received by the Transferring Service.
  - i) From the date of this Agreement grant REED reasonable access to the premises listed in Schedule 1.2 to observe any operations, examine the records and affairs of the Transferring Service and consult the Transferring Services' auditor.
  - j) Supply REED with any information reasonably requested by REED including any financial records such as profit and loss statement and balance sheet.

**2.2.1 In Relation to staff employed by the Transferring Service at the date of this Agreement, the Transferring Service will:**

- a) pay out all annual leave entitlements as at the Transfer Date. (It is recognised that that there may be circumstances where annual leave has been pre-booked, in which case, REED will approve Leave without Pay to cover this.)
- b) upon agreement between the Transferring Service and the Transferring Staff member who has reached their milestone, pay out any entitlements to Long Service Leave as at the Transfer Date to that staff member, in which case their opening balance in REED's employment records will be nil for long service leave.

- c) if not already included on the balance sheet as at the Transfer Date:
- (i) transfer to REED for each transferring staff member an amount equivalent to the long service leave and personal leave entitlements as at the Transfer Date; and
  - (ii) provide to REED a schedule detailing the calculation of the payment made.
- d) lawfully terminate the employment of its employees with effect from the close of business on the ordinary working day immediately preceding the Transfer Date.

### **3.0 MUTUAL AGREEMENTS**

**3.1** The responsibility for governance and management of the ECEC service listed in Schedule 1.1 will transfer to REED from the Transfer Date. This includes responsibility for all financial and human resource management, IT, general administration, communications, ECEC service policies and procedures and for meeting Australian Children's Education & Care Quality Authority (ACECQA) requirements.

**3.2** REED and the Transferring Service will continue to work collaboratively in the transition period between the date of this Agreement and the Transfer Date.

### **4.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all earlier communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement

### **5.0 VARIATION**

Amendments can be made to the Agreement provided they are agreed in writing by both parties and endorsed by an Authorised Officer.

### **6.0 WARRANTIES AND CONFIRMATIONS**

**6.1** The Committee of the Transferring Service warrants that it:

- has full legal power and capacity to enter into this Agreement;
- will take all necessary action to perform its obligations under this Agreement;
- is bound to its obligations under this Agreement;
- affirms the accuracy of all financial reports of the Transferring Service; and
- has provided REED with all relevant information to inform the making of this

Agreement.

**6.2** REED warrants that it:

- has full legal power and capacity to enter into this Agreement;
- will take all necessary action to perform its obligations under this Agreement;
- is bound to its obligations under this Agreement; and
- has provided the Committee of the Transferring Service with all relevant information to inform the making of this Agreement.

**SIGNED** by:

Helen Creed

Chairperson

Regional Early Education and Development Inc

DATE:

**SIGNED** by:

Julie Burton

Chief Executive Officer

Shire of Boddington

DATE:



## **SCHEDULE 1**

### **1.1 Transferring Service Business Name**

Boddington Early Learning Centre

### **1.2 Transferring Service Address**

23 Pollard Street, Boddington WA 6390

### **1.3**

### **1.4 Anticipated Transfer Date**

To be agreed

### **1.5 Fees at Transfer Date**

#### Permanent Booking Fees

Full day fees: \$101.00

Half Day fees: \$66.00

Before School: \$22.00

After School: \$27.00

#### Casual Booking Fees

Full day fees: \$108.50

Half Day fees: \$72.50

Before School: \$24.00

After School: \$29.00

#### Other Fees

Short-term care (2 hours): \$27.00

Early Opening Fee (5.30am to 6.00am): \$10.50

Late Closing Fee (6.00pm to 6.30pm): \$10.50

Late Fee: \$1 per minute for first 15 minutes

Late Fee: \$10 per minute thereafter

### **1.6 Addresses for notices**

Kylie Helgesen, General Manager

REED Inc.

PO Box 390

Narrogin WA 6312

[admin@reedwa.org.au](mailto:admin@reedwa.org.au)

Cara Ryan, Executive Manager Corporate Services

Shire of Boddington

PO Box 4

Boddington WA 6390

## **1.7 Special Conditions**

## SCHEDULE 2

### Staff to be employed by REED

Name	Position	Level	Commencement Date	Other special conditions
██████████ ██████████	Educator	Cert 3 (working towards Diploma)	25 January 2021	
██████████	Educator	Cert 3	3 March 2021	
██████████	Educator	Diploma	23 March 2022	
██████████ ██████████	Educator	Trainee (Cert 3)	23 June 2022	
██████████ ██████████	Educator	Trainee (Cert 3)	17 January 2023	
██████████ ██████████	Educator	Diploma	23 January 2023	
██████████	Educator	Cert 3	13 March 2023	
██████████ ██████████	Educator	Diploma	22 March 2023	

## SCHEDULE 3

### Funding agreements

GRANT NAME	FUNDER	PERIOD OF GRANT
Community Investment Agreement	Newmont	31 May 2019 – 30 May 2023 Seeking one year extension

## **ATTACHMENT 1**

Current Balance Sheet of the Transferring Service indicating financial position at a point within 45 days of the date of this Agreement.

## ATTACHMENT 2

### TERMS OF REFERENCE FOR A REED COMMUNITY SUPPORT GROUP

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#### BACKGROUND

Regional Early Education and Development Inc (REED) has been established to provide quality early childhood education and care to enable children to develop and flourish at the same time contributing to the prosperity and sustainability of rural and regional communities.

Ongoing community connection with each local REED service is a fundamental part of REED's approach to delivering essential, sustainable services. The establishment of a Community Support Group will provide the opportunity for parents, communities, business and Shires to engage with their local centre. This also fits within Quality Area 6 of the National Quality Framework: *Collaborative partnerships with families and communities.*

#### TITLE

Community Support Groups will be identified by their location - REED *Name of Location* Community Support Group, for example, REED Brookton Community Support Group, REED Yilgarn Community Support Group.

#### PURPOSE

A Community Support Group is a valuable way of parents, community members and business to connect with the common purpose of supporting their local service. A Community Support Group will foster local parent and community engagement and provide support to their local ECEC service through:

- co-ordination of special events and/or social or fundraising activities which can be an ideal way of involving families and the community in a fun and relaxed way;
- assisting with the provision of additional resources/equipment for the benefit of children attending their local centre;
- identifying parents and community members interested in volunteering specialised skills that could be valuable for the service, for example, participating in the children's program through storytelling or by talking about the work they do, making dress up items, contributing particular skills to a Working Bee.

A Community Support Group is not a forum for parents/carers to make complaints or raise issues related to their child/ren or service. Other avenues are available for that purpose. REED respects the privacy of families, and is committed to responding to parents' concerns in a respectful, timely manner.

#### ESTABLISHING A COMMUNITY SUPPORT GROUP

Before the end of March each year, the Cluster Manager will arrange a meeting with parents of a REED service to explain the role of a Community Support Group and invite parents to decide if they would like to establish a group for their service.

For services that merge during any year, the Cluster Manager will arrange a meeting with parents within 6 months of a merger being finalised.

## **COMMUNITY SUPPORT GROUP MEMBERSHIP**

- Any parent/carer with one or more children attending a service and any person within the community with an interest in the service can be a member of a Community Support Group. There is no membership fee.
- At the start of each year, if parents decide to establish a Community Support Group, they will nominate a Convenor for that year.
- The role of the Convenor is to facilitate meetings and work with Community Support Group members to decide on a plan for the year and consult with their service Team Leader and Cluster Manager about Community Support Group proposals.

## **GUIDELINES**

- i. A Community Support Group does not have legal or financial responsibility for management of their local service or the recruitment and management of staff. Those roles are the responsibility of the REED Board, General Manager and Management Team.
- ii. When a Community Support Group decides to fundraise for children's equipment, resources or books, the Convenor should discuss their proposal with their Cluster Manager to make sure that the item will meet all legal requirements and contribute positively to the children's program. This is simply to avoid situations that have occurred in the past where parents have purchased equipment that cannot be used because it was not compliant or approved by ECRU (the regulator for ECEC services in Western Australia), for example, for health and safety reasons.
- iii. Funds raised by parents in any calendar year should preferably be spent in that year so that the children of the parents who raise the funds benefit from their effort. However, when a Community Support Group wishes to raise funds over a number of years for a more costly piece of equipment or significant project, the Convenor should discuss the proposal with the Cluster Manager who will be able to endorse the plan or may suggest an alternative such as a REED managed funding application or shared equipment with another REED service.
- iv. An individual Community Support Group will not have its own bank account. Funds raised by a Community Support Group will be deposited in a REED bank account and quarantined for use of the service that has raised the funds. Any unspent funds following any purchases in a given year will be retained for spending in the following year. At the end of each calendar year, the Community Support Group will be advised of any balance in their account.
- v. From time to time a Community Support Group may seek approval from the General Manager, through their Cluster Manager, to undertake a specific activity. In instances where an activity involves the use of premises at a time when children are present or when children are not in attendance, it is important to ensure that the activity and use of the facility meet Regulation requirements and the conditions of the Lease between the local Shire and REED and REED's insurance policies.
- vi. A Community Support Group as a group, and individuals within the group, are not authorised to represent or speak on behalf of REED or their service in any forum without prior approval of REED's General Manager.
- vii. REED will assist Community Support Groups with publicity for any activity or event.

## **REVIEW OF COMMUNITY SUPPORT GROUP TERMS OF REFERENCE**

In December 2020, feedback will be sought from each Community Support Group to determine whether revision of these Terms of Reference is necessary. Implementation of the Terms of Reference will be monitored throughout 2020 and minor changes made where appropriate.

Dated 2023

SHIRE OF BODDINGTON  
and  
REGIONAL EARLY EDUCATION AND DEVELOPMENT INC  
  
LEASE

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## LEASE

This Lease dated 2023

**PARTIES** SHIRE OF Boddington of 39 Bannister Road, Boddington ("**the Lessor**")

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC  
of 6 William Kennedy Way Narrogin Western Australia 6312 ("**the Lessee**")

### RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

##### 1.1 Definitions

In this Lease, unless the contrary intention appears:

**"Building"** means the building or buildings and all other fixed improvements erected on the Land and includes any additions or alterations.

**"Commencement Date"** means the commencement date of the Term specified in Item 3 of Schedule 1.

**"Land"** means the land described in Item 2 of Schedule 1.

**"Lessee"** if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessee parties means the Lessees and each of them and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee.

**"Lessee's Covenants"** means the covenants, terms and conditions expressed or implied in this Lease and on the part of the Lessee to be performed and observed.

**"Lessor"** if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and each of their executors, administrators and assigns and if the Lessor or any of the Lessors is a corporation includes the corporation and its successors and assigns.

**"Lessor's Interest"** means the Lessor's interest in the Land which interest is described in Item 2 of Schedule 1.

**"Permitted Purpose"** means the purpose specified in Item 6 of Schedule 1.

**"Premises"** means the premises described in Item 2 of Schedule 1 including all the Lessor's fixtures and appurtenances.

**"Rate of Interest"** means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates.

**"Rent"** means the Rent payable by the Lessee pursuant to this Lease.

**"Term"** means the term of this Lease as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa.
- (b) words suggesting any gender include any other gender.
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority.
- (d) references to clauses, paragraphs, subparagraphs, and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement.
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules, and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement.
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations, and other statutory instruments issued under those laws.
- (g) where the words "include" or "including" are used, they are to be taken to be followed by the words "without limitation", unless the contrary intention appears.
- (h) a reference to anybody is:
  - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

(i) all dollar amounts specified in this Agreement are in Australian dollars.

## **2. LEASE**

### **2.1 Lease**

The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

### **2.2 Term**

The Premises are to be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 3 of Schedule 1.

### **2.3 Rent**

(1) The Lessee must pay to the Lessor for the first and each subsequent year of the Term, the Rent specified in Item 4 of Schedule 1.

(2) The Rent is payable in the manner set out in Item 5 of Schedule 1.

## **3. OBLIGATIONS**

### **3.1 Rates and taxes**

The Lessor must punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

(a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or

(b) arise out of or by reason of the method or kind of business carried on by the Lessee.

### **3.2 Cleaning**

The Lessee must keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee must observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.22, construct such works and make such amendments, alterations and additions to the Premises at any time as are during the Term be required by or under any written law.

### **3.3 Make good damage**

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or

any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees, agents, contractors, invitees, licensees, sub-tenants, or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

### **3.4 Entry by Lessor to view and to repair**

- (1) The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee must permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises provided that the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

### **3.5 Abatement of nuisances**

- (1) The Lessee must not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of any Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee must ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance, or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

### **3.6 Pests**

The Lessee must keep the Premises free of ants, cockroaches, termites, rodents, pests and vermin.

### **3.7 No living in premises**

The Lessee must not use or permit the use of any part of the Premises for living or sleeping for any unlawful purpose.

### **3.8 Defacing**

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone, or ironwork of the Premises unless permitted by the Lessor.

### **3.9 Rubbish**

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

### **3.10 Disorderly Behavior**

The Lessee must prevent disorderly behavior and indecent language at the Premises.

### **3.11 Compliance with written laws**

The Lessee must comply with, carry out and perform the requirements of any Act, ordinance, town planning scheme, local law, regulation, or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

### **3.12 Permitted Purpose**

The Lessee must use the Premises only for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.

### **3.13 Insurances**

The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

#### **3.14 (1) Public risk**

- (a) A policy covering public risk which will:
  - (i) be in the name of the Lessee, and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and extend to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
  - (ii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
  - (iii) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and, in such instances, provide that the insurance company waives its right of subrogation; and

- (iv) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives, or contractors.

### **3.14(2) Fittings and chattels**

- (b) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

### **3.14 Evidence of insurance cover**

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

### **3.15 Not to void insurances**

The Lessee must not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

### **3.16 Compliance with insurance regulations**

- (1) The Lessor must comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.

### **3.17 Indemnity**

The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

### **3.18 Alterations and improvements**

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee must not cut, maim, or injure, or suffer to be cut maimed or injured, any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

### **3.19 Notice of defects**

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures (excluding light globes) or any plant fittings or equipment in the Premises.

### **3.20 No security**

The Lessee must not mortgage, encumber or change the Premises on this Lease.

### **3.21 Assignment or subletting**

- (1) The Lessee must not without the consent of the Lessor, assign, sublet, transfer or part with possession of the whole or any part of the Premises or the benefit of this Lease or any estate or interest in the Premises or this Lease;
- (2) The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

### **3.22 Lessee to make good**

- (1) At the expiration or sooner determination of this Lease:
  - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
  - (b) the Lessee must remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee must not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee must immediately make it good; and
  - (c) the Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
  - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
  - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

### **3.23 No registration or caveat**

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

### **3.24 Interest on arrears**

The Lessee must pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 30 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

### **3.25 Vandalism**

The Lessee must immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

### **3.26 Storage of dangerous materials**

Except in accordance with the prior written consent of the Lessor, the Lessee must not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

### **3.27 Special Conditions**

The Lessee must observe and perform the special conditions set out in Schedule 2

## **4. QUIET POSSESSION**

If the Lessee pays the Rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

## **5. MUTUAL AGREEMENTS**

### **5.1 Default**

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded.
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease.
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor



other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee; the Lessee is a corporation, and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;

- (e) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed.
- (t) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (g) the interest of the Lessee under this Lease is taken in execution;
- (h) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association is wound up or resolves to be dissolved or wound up voluntarily;

then the Lessor may in addition to its other powers either:

- (i) re-enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee terminate this Lease,

or both.

## **5.2 Lessor's powers**

If the Lessor exercises its powers under clause 5. 1, this Lease is to terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with

them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it sees fit.

### **5.3 Destruction of the Premises**

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained is to abate and all remedies for recovery of the rent or such proportionate part of the rent are to be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of the termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease imposes on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

### **5.4 Entry by Lessor**

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants, agent, or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest is to be a debt due by the Lessee to the Lessor and is to be payable on demand and may be recovered by the Lessor in the same manner as if the debt were for rent due under this Lease in arrears by action in law and such cost expense and interest is to be a charge on the term.

### **5.5 Works by Lessor**

- (I) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
  - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
  - (b) carrying out any repairs, alterations or works of a structural nature;
  - (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
  - (d) making any repairs which the Lessor may think necessary to the Premises;

- (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary.
- (f) taking inventories of fixtures.
- (g) exercising the powers and authorities of the Lessor under this Lease,

provided that, except in the case of an emergency, the Lessor is to give to the Lessee at least 7 days' prior notice orally or in writing.

- (2) In carrying out the works referred to in this clause the Lessor is not to cause unnecessary interference with the use of the Premises by the Lessee.

## **5.6 Holding over**

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but the tenancy in that event is to be and continue to be a tenancy from month to month at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is to be determinable at the expiration of one month's notice by either party to the other at any time.

## **5.7 No waiver**

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease is to operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease. It is not to operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and is not to create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

## **5.8 No warranty**

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express, or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and

after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

### **5.9 Lessor's right to install services**

The Lessor reserves to itself and to its employees, agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay, or install in, on, over or under the Premises any posts, drains, pipes, conduits, cables, wires, or other things requisite for any existing or future service to the Premises together with the right to enter upon the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things in relation to an existing service to the Premises and, in each such case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

### **5.10 Execution of works by Lessor**

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter, repair, add to or re-build any part of the Premises or the Building; or
- (d) construct, erect, lay down, alter, repair, cleanse or maintain any drain ventilator, shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees, agents, workmen and contractors, and appliances, enter upon the Premises and carry out such works, doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay, but without making compensation for any damage or inconvenience to the Lessee, provided that in each case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

### **5.11 Notices**

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if posted by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if posted by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted is to be taken to be duly served at the expiration of 48 hours after the time of posting and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

## 6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.13, 3.14, 3.20 and 3.21 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses is to entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

## 7. GST

(1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply must provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

(2) In sub-clause (1):

**"Consideration"** means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause.

**"GST"** means any form of goods and services tax or similar value added tax;

**"GST Amount"** means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate.

**"GST Exempt Component"** means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST.

**"GST Legislation"** means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable ruling issued by the Commissioner of Taxation.

**"Rate"** means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease.

**"supply"** includes supply as defined under GST Legislation.

**SCHEDULE 1**

Item 1	Lessee's Name and Address:	<b>REGIONAL EARLY EDUCATION AND DEVELOPMENT INC 6 William Kennedy Way Narrogin WA 6312</b>
Item 2	Premises:  Lessor's Interest	<b>23 Pollard Street, Boddington WA 6390</b>
Item3	Term:  <b>Commencement Date:</b>  <b>Expiry Date:</b>  Further Term:  <b>Commencement Date:</b>  <b>Expiry Date:</b>	<b>Ten (10) years</b>  <b>TBA</b>  <b>TBA</b>  <b>Ten (10) Years</b>  <b>TBA</b>  <b>TBA</b>
Item 4	<b>Annual Fee payable</b>	<b>Nil</b>
Item 5	<b>Manner of Payment of Rent:</b>	<b>Not applicable</b>
Item 6	<b>Permitted purpose</b>	<b>Early education and childcare services</b>

## SCHEDULE 2 SPECIAL CONDITIONS

### 1 Maintenance, repair, and cleaning

#### 1.1 Generally

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

#### 1.2 Cleaning

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

#### 1.3 Utilities Costs

The Lessee will cover all costs incurred for the usage of any utilities at the Premises, including but not limited to electricity and water use.

#### 1.4 Repair

Unless such damage is the Lessee's responsibility pursuant to the terms of the Lease, the Lessor must promptly repair any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are, or which become damaged.

#### 1.5 Responsibility for Securing the Premises

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

#### 1.6 Maintain surroundings

- (I) The Lessee must regularly inspect any part of the Premises which surrounds any buildings

including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.

- (2) The Lessor will ensure that the flora, gardens, lawns, shrubs, hedges and trees will be maintained in accordance with an ongoing gardening schedule.
- (3) The Lessor will undertake an annual inspection of trees to assess risk to safety and take remedial action as necessary at the Lessor's expense.
- (4) The Parties agree that any pruning of trees must be undertaken by the Lessor.
- (5) If any flora, trees, or lawn dies the Lessee will take the appropriate course of action which may include replacement.
- (6) The Lessee may not remove any trees, shrubs, or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

#### 1.7 Lessor's Fixtures and Fittings

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

#### 1.8 Pest control

- (1) The Lessor must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessor.

#### 1.9 Drains

- (1) The Lessor must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear, and must the cost of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused due to neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

### 2. Annual Meeting

- (I) The Lessee and Lessor will conduct an annual meeting on site at the premises for the purpose of confirming the ongoing suitability of the premises for its intended purpose, and to identify any possible future capital works expenditure required and establish an agreed approach for this.

### 3. Signage

- (1) The Lessor authorises appropriate signage relevant to demonstrate the premises undertakes the business of the Lessee, subject to any signage being removed and the premises made good at the conclusion of the use of the Premises.

### 4. Resources

- (I) The Lessor authorises the transfer of all existing assets and resources located on the Premises on the commencement of the lease term for the use of the Lessee in carrying out its permitted purpose as defined in Schedule 1, Item 6.
- (2) A full inventory of assets and resources will be undertaken by the Lessee and provided to the Lessor prior to the commencement of the Lease.



## **5. Use by others**

- (I) The Lessee may make the Premises available for use by other persons or organisations during such period or periods as may be agreed between the Lessee and such other person or organisation provided such use is consistent with the Permitted Purpose.

EXECUTED by the parties

**THE COMMON SEAL of SHIRE OF Boddington**

was hereunto affixed in the presence of:

)

)

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Date:

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Date:

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**CHAIRPERSON, REGIONAL EARLY EDUCATION AND DEVELOPMENT INC**

Date:

## 9.2.4 Ranford Pool Enhancement Project

File Reference: 3.000626  
Applicant: Not Applicable  
Disclosure of Interest: Nil  
Author: Chief Executive Officer  
Attachments: Nil

### Summary

Council is requested to authorise the reallocation of funds in the 2022/23 Budget from the Ranford Information Bay project to the Darminning (Ranford Pool) Enhancement project.

### Background

The 2023/24 Budget provides an allocation of \$50,000 to install an information bay/ turnaround point at the entry to Ranford Pool, on the corner of River Road and Crossman Road, Ranford.



Throughout 2023/24, a number of projects, including the Signage Strategy and Town Centre Revitalisation Plan, have been undertaken that suggest that an information bay is not well suited to this location. Given this direction, and considering that Darminning is considered to be a strategic asset with identified future works, an opportunity to redirect the funds into the planning and initial stages of this complementary project is considered to be a positive outcome that is aligned with community priorities.

## Comment

The enhancement of the Darminning (Ranford Pool) precinct has been identified in the Council Plan 2022, to be actioned in the 2023/24 financial year. While the specific scope of the project has not yet been specified, it is likely that the project would include:

- Establishment of a caravan turnaround point and parking areas
- Toilet facility
- Interpretive signage, telling the story of the history of land use, as well as local flora and fauna
- Walk trails

Discussions have been held with the Peel Harvey Catchment Council and Friends of Reserves, who are both supportive of the planning for the installation of a caravan turnaround point / parking within proximity to the Pool.

The proposal to reallocate the current budgeted funds, is closely aligned with the original intent of the project, that is, to attract visitation to the area. The reallocation of funding supports the planning and initial development of the project, which will facilitate a greater quality outcome being delivered in the 2023/24 year.

## Consultation

The Peel Harvey Catchment Council and Friends of the Reserves have been approached for their initial feedback in relation to locating a turnaround point within the recreational area. Further community consultation in relation to the specifics of the development will occur if the recommendation is approved by Council.

## Strategic Implications

Aspiration	Planet
Outcome 4	The natural environment is preserved for the benefit of current and future generations.
Objective 4.2	Enhance Ranford Pool (Darminning) with improved facilities and compostable toilets.

## Legislative Implications

Nil

## Policy Implications

Nil

## Financial Implications

There is no impact on the Shire's financial position as this request is for a reallocation of funds only.

## Economic Implications

Nil

## Social Implications

Nil

### Environmental Considerations

This project is expected to continue to enhance the environmental outcomes of this area.

### Risk Considerations

Risk Statement and Consequence	The key risk with regard to this item is that the project outcomes may not meet the expectations of the community.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Engagement will occur through the project development.

### Options

1. Determine that the current project should remain in its current form
2. Allocate the funds to an alternative project

### Voting Requirements

Absolute Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 53/23**

**Moved: Cr C Erasmus**

**That Council authorise the reallocation of \$50,000 in the 2022/23 Budget from the Ranford Pool Information Bay project to the Darminning (Ranford Pool) Enhancement Project.**

**Seconded: Cr I Webster**

**Carried: 6/0**

## 9.3 CORPORATE SERVICES

### 9.3.1 Payment Listing

File Reference:	3.0070
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Finance Administration Officer
Attachments:	9.3.1A List of Payments ending 30 April 2023

#### Summary

The list of payments for April 2023 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 (2)
Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

### Options

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

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 54/23**

**Moved: Cr L Lewis**

**That Council receive the list of payments for the period ending 30 April 2023 as presented.**

**Seconded: Cr A Ryley**

**Carried: 6/0**

**SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2023**

Chq/EFT	Date	Name	Description	Amount
EFT24995	06/04/2023	ROY MCKENZIE	REFUND FOR RETURNED KEY	118.00
EFT24998	21/04/2023	SHIRE OF BODDINGTON	BRB LEVY COMMISSION MARCH 2023	10.00
EFT24999	21/04/2023	DEPARTMENT OF MINES,INDUSTRY	BSL PAYMENT MARCH 2023	229.75
			<b>Total</b>	<b>357.75</b>
EFT24937	06/04/2023	BODDINGTON MEDICAL CENTRE	STAFF EMPLOYMENT MEDICAL	176.00
EFT24938	06/04/2023	LOCAL GOVERNMENT PROFESSIONALS	LIFT OFF MENTORING PROGRAM 2023	770.00
EFT24939	06/04/2023	WA LIBRARY SUPPLIES	FREIGHT CHARGES	15.00
EFT24940	06/04/2023	REINFORCED CONCRETE PIPES	CONCRETE PIPES	25,656.71
EFT24941	06/04/2023	BODDINGTON TYRE SERVICE	NEWS TYRES AND TYRE DISPOSAL	1,145.00
EFT24942	06/04/2023	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	592.79
EFT24943	06/04/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR FEBRUARY 2023	1,749.00
EFT24944	06/04/2023	NARROGIN CARPETS & CURTAINS	ROLLER BLINDS FOR 1/36 HOTHAM AVE	2,267.10
EFT24945	06/04/2023	SPENCER SIGNS	BILLBOARD BANNERS FOR IRSA	8,794.50
EFT24946	06/04/2023	BODDINGTON CARPET CARE	CLEANING OF CARPETS AT 2/36 HOTHAM AVE	150.00
EFT24947	06/04/2023	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	32.56
EFT24948	06/04/2023	JOHN CHAPMAN	REPAIRS TO SATELLITE DISH	150.00
EFT24949	06/04/2023	STATE WIDE TURF SERVICES	TURF RENOVATIONS - TOWN OVAL	26,840.00
EFT24950	06/04/2023	DANTHONIA DESIGNS	BODDINGTON SC LED SIGN	13,145.05
EFT24951	06/04/2023	CURTIS ELECTRICAL CONTRACTING	ANNUAL TEST AND TAGGING OF ALL SHIRE BUILDINGS	9,080.69
EFT24952	06/04/2023	CONTRACT AQUATIC SERVICES	SWIMMING POOL MANAGEMENT CONTRACT FOR MARCH 2023	17,310.00
EFT24953	06/04/2023	EUREKA AUTO ELECTRICAL PTY LTD	REPAIRS TO TRAXCAVATOR	572.00
EFT24954	06/04/2023	STATE LIBRARY OF WESTERN AUSTRALIA	FREIGHT RECOUP JANUARY TO JUNE 2023	354.71
EFT24955	06/04/2023	BRIGHTHOUSE	CARAVAN PARK BUSINESS CASE	2,673.00
EFT24956	06/04/2023	BODDINGTON PHARMACY	EPIPEN FOR THE ELC	100.00
EFT24957	06/04/2023	WALLIS COMPUTER SOLUTIONS	DOCKING STATION DELL UB22	434.50
EFT24958	06/04/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES FOR MARCH 2023	15,579.00
EFT24959	06/04/2023	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES FOR MARCH 2023	17,904.05
EFT24960	06/04/2023	ZIRCODATA PTY LTD	STORAGE AND RETRIEVAL FEES	328.59
EFT24961	06/04/2023	ACCESS OFFICE INDUSTRIES	LIBRARY SHELVING	5,325.50
EFT24962	06/04/2023	GARRY VENTRIS	COUNCILLOR ALLOWANCES	5,254.00
EFT24963	06/04/2023	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES	360.00
EFT24964	06/04/2023	DEPARTMENT OF INFRASTRUCTURE, REGIONAL DEVELOPMENT AND CITIES	REFUND UNDERSPEND COURTESY SPEED SIGN	150.00
EFT24965	06/04/2023	BODDINGTON MINI SKIPS	TOWN BIN COLLECTION & CLEANING FOR MARCH 2023	3,195.00
EFT24966	06/04/2023	INTEGRAL STEEL	REPAIRS TO HINO TIPPER	352.00
EFT24967	06/04/2023	PERTH BOUNCY CASTLE HIRE	INFLATABLES FOR YOUTH CENTRE EVENT	2,465.10
EFT24968	06/04/2023	BODDINGTON CONCRETE	FOOTPATH RENEWAL	26,300.34
EFT24969	06/04/2023	BITCHIN' KITCHEN	CATERING SERVICES	275.00
EFT24970	06/04/2023	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR FEBRUARY 2023	143.00
EFT24971	06/04/2023	IAN GEORGE WEBSTER	COUNCILLOR ALLOWANCES	1,929.35
EFT24972	06/04/2023	DARREN LONG CONSULTING	BAS PREPARATION FOR JANUARY 2023	357.50
EFT24973	06/04/2023	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	4,536.12
EFT24974	06/04/2023	J & M REID EARTHMOVING PTY LTD	MACHINE HIRE AT THE ELC	1,809.50
EFT24975	06/04/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	382.66
EFT24976	06/04/2023	THE DOUBLE SHOT CAFE	CATERING SERVICES	216.00
EFT24977	06/04/2023	FUTURETECH BUSINESS SYSTEM PTY	PHOTOCOPIER CHARGES	418.11
EFT24978	06/04/2023	EDUCATION LINKED TO FAMILIES	ELC WORKSHOP	363.00
EFT24979	06/04/2023	GFG TEMPORARY ASSIST	PROJECT MANAGER TOWN WEIR AND MOUNTAIN BIKE TRAILS	1,774.58
EFT24980	06/04/2023	TIMBER INSIGHT PTY LTD	INSPECTIONS OF SHIRE BRIDGES	2,175.80
EFT24981	06/04/2023	VAN RYT INDUSTRIES	CONCEPT PLAN FOR THE TODDLER PLAYGROUND	880.00
EFT24982	06/04/2023	ECO FAERIES PTY LTD	SUMMER BY THE RIVER ENTERTAINMENT	1,950.00
EFT24983	06/04/2023	REGIONAL RETICULATION AND POOL	SLASHING OF PROPERTY 54 HOTHAM AVE	286.00
EFT24984	06/04/2023	BENO'S SLASHING AND FIREBREAKS	SLASHING OF BLOCKS	300.00
EFT24985	06/04/2023	ELLIS ELECTRICAL CO	ELECTRICAL WORK AT THE TENNIS COURTS	2,720.87
EFT24986	06/04/2023	STEWART & HEATON PTY LTD	PROTECTIVE WEAR	492.80
EFT24987	06/04/2023	AVON WASTE	RUBBISH SERVICES FOR MARCH 2023	6,347.16
EFT24988	06/04/2023	BODDINGTON SERVICE STATION	BOSCHE BATTERIES	398.00
EFT24989	06/04/2023	SHIRE OF BODDINGTON	IRSA ANNUAL MEMBERSHIP	3,300.00
EFT24990	06/04/2023	AUSTRALIAN TAXATION OFFICE (BAS	BAS FEBRUARY 2023	32,224.00
EFT24991	06/04/2023	MIRACLE RECREATION EQUIPMENT	REPLACEMENT ZIP LINE CABLE	1,512.50
EFT24992	06/04/2023	SOUTH WEST FIRE UNITS	VEHICLE SERVICE MARRADONG 2.4B	14,129.50
EFT24993	06/04/2023	SOILS AIN'T SOILS	LANDSCAPE MIX	960.00
EFT24994	06/04/2023	THE LOCK MAN SECURITY	PADLOCKS & KEYS	1,366.25
EFT24996	11/04/2023	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1,300.00
EFT24997	11/04/2023	CHOP STREET MUSIC PRODUCTIONS	ENTERTAINMENT FOR SUMMER BY THE RIVER	2,200.00
EFT25000	21/04/2023	AUSTRALIA POST ACCOUNTS	POSTAGE FOR MARCH 2023	343.04
EFT25001	21/04/2023	BODDINGTON HARDWARE AND	HARDWARE ITEMS FOR MARCH 2023	8,455.01
EFT25002	21/04/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR MARCH 2023	2,332.00
EFT25003	21/04/2023	PORTER CONSULTING ENGINEERS	ENGINEER DESIGN WILLIAM STREET RIVER CROSSING	1,650.00
EFT25004	21/04/2023	J M SALES	CHAINSAW	3,597.60
EFT25005	21/04/2023	BODDINGTON CARPET CARE	CLEANING OF MATS AT THE ELC	260.00
EFT25006	21/04/2023	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	395.59
EFT25007	21/04/2023	OZTECH SECURITY	CONTROL ROOM MONITORING AT THE MEDICAL CENTRE	178.00
EFT25008	21/04/2023	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT25009	21/04/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES FOR MARCH 2023	139.16
EFT25010	21/04/2023	MARKETFORCE PTY LTD	ADVERTISING IN THE WEST AUSTRALIAN	494.98
EFT25011	21/04/2023	VOLT AIR PTY LTD	CLEANING OF AIR CONDITIONERS AT 16 BLUE GUM CLOSE	4,958.00
EFT25012	21/04/2023	EMERGE ASSOCIATES	TOWN CENTRE REVITALISATION PLAN	18,128.00
EFT25013	21/04/2023	ECOCYCLE PTY LTD	REMOVAL OF E-WASTE FROM THE REFUSE SITE	2,277.02



## SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2023

Chq/EFT	Date	Name	Description	Amount
EFT25014	21/04/2023	PERTH BOUNCY CASTLE HIRE	HIRE OF INFLATABLES FOR SUMMER BY THE RIVER	1,669.80
EFT25015	21/04/2023	THE WEST AUSTRALIAN ( IRSA)	ADVERTISING IN THE WEST AUSTRALIAN IRSA	1,210.00
EFT25016	21/04/2023	COMMON GROUND TRAILS PTY LTD	BODDINGTON MOUNTAIN BIKE TRAILS	10,120.00
EFT25017	21/04/2023	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR MARCH 2023	143.00
EFT25018	21/04/2023	CRIMPED AUTO ELECTRICAL & AIR	REPAIRS TO HINO TIPPER	350.00
EFT25019	21/04/2023	CORSIGN WA	SIGNAGE	405.35
EFT25020	21/04/2023	EXPOSED DECORATIVE CONCRETE WA	FOOTPATH UPGRADES	9,262.00
EFT25021	21/04/2023	CATALYSE PTY LTD	COUNCIL PLAN REVIEW 2023	6,985.00
EFT25022	21/04/2023	DARREN LONG CONSULTING	BAS PREPARATION FOR FEBRUARY 2023	429.00
EFT25023	21/04/2023	SHERRIN RENTALS PTY LTD	HIRE OF PADDED DRUM ROLLER	3,885.20
EFT25024	21/04/2023	RURAL INFRASTRUCTURE SERVICES	CONSULTANCY SERVICES	7,530.93
EFT25025	21/04/2023	J & M REID EARTHMOVING PTY LTD	HIRE OF WATERCART	11,973.50
EFT25026	21/04/2023	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS FOR MARCH 2023	148.32
EFT25027	21/04/2023	BODDINGTON SUPERMARKET PTY LTD	ELC & YOUTH CLUB PURCHASES FOR MARCH 2023	493.98
EFT25028	21/04/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	382.66
EFT25029	21/04/2023	THE DOUBLE SHOT CAFE	CATERING SERVICES	220.00
EFT25030	21/04/2023	COMMUNITY RESOURCES INC (SOFT LANDING LTD)	COLLECTION & DISPOSAL OF MATTRESSES FROM THE REFUSE SITE	11,422.40
EFT25031	21/04/2023	CONWAY Highbury PTY LTD	EXTRACTIVE INDUSTRIES LOCAL LAW DRAFT	440.00
EFT25032	21/04/2023	CARPET CALL WA	DEPOSIT FOR BLINDS 16 BLUEGUM CLOSE	2,250.00
EFT25033	21/04/2023	GLEN FLOOD GROUP PTY LTD T/AS GFG	PROJECT MANAGEMENT SERVICES CULTURAL CENTRE	2,810.50
EFT25034	21/04/2023	PERTH PLAYGROUND AND RUBBER PTY	INSTALL PLAYGROUND AND SOFTFALL FOR THE ELC	43,516.00
EFT25035	21/04/2023	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT	10,598.11
EFT25036	21/04/2023	CALL ASSOCIATES PTY LTD T/AS	AFTER HOURS CALL SERVICE FOR MARCH 2023	544.50
EFT25037	21/04/2023	AVON WASTE	RUBBISH SERVICES FOR MARCH 2023	6,393.75
EFT25038	21/04/2023	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT61	760.40
EFT25039	21/04/2023	GREG DAY MOTORS	FUEL FOR MARCH 2023	13,351.95
EFT25040	28/04/2023	INITIAL HYGIENE PTY LTD (RENTOKIL)	SANITARY BIN SERVICE FOR MARCH & APRIL 2023	1,177.74
EFT25041	28/04/2023	JOHN CHAPMAN	REPROGRAM VAST DECODER	150.00
EFT25042	28/04/2023	BRIGHTHOUSE	CARAVAN PARK BUSINESS CASE	10,026.50
EFT25043	28/04/2023	BODDINGTON SUPERMARKET PTY LTD	SHIRE PURCHASES FOR MARCH 2023	491.74
EFT25044	28/04/2023	CORE BUSINESS AUSTRALIA PTY LTD	ASSET MANAGEMENT SERVICES	4,290.00
EFT25045	28/04/2023	AUSTRALIAN TAXATION OFFICE (BAS)	BAS MARCH 2023	26,153.00
EFT25046	28/04/2023	STATION MOTORS HOLDEN (1974) PTY	DMAX 4X4 CREW CAB UTE	30,078.50
EFT25047	28/04/2023	FORPARK AUSTRALIA	SUPPLY PLAYGROUND AT THE ELC	33,990.00
DD15474.4	17/04/2023	TELSTRA LIMITED	PHONE CHARGES SES LANDLINES	195.89
DD15481.3	21/04/2023	TELSTRA LIMITED	MOBILE & ONLINE ACCESS CHARGES	1,857.69
DD15482.1	26/04/2023	EASIFLEET MANAGEMENT	LEASE PAYMENT 1HIZ195 CEO	2,384.98
DD15482.4	24/04/2023	TELSTRA LIMITED	PHONE & INTERNET CHARGES - VARIOUS SHIRE PROPERTIES	883.54
DD15501.1	03/04/2023	WESTNET	INTERNET CHARGES MEDICAL CENTRE	39.95
DD15501.2	03/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	397.35
DD15501.3	03/04/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	1,810.32
DD15505.4	28/04/2023	TELSTRA LIMITED	MOBILE PHONE CHARGES - SES	141.31
DD15520.1	13/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	255.45
DD15521.1	04/04/2023	PRECISION ADMINISTRATION SERVICES	SUPERANNUATION CONTRIBUTIONS	15,169.79
DD15521.2	04/04/2023	WESTNET	INTERNET CHARGES - POOL	59.95
DD15521.3	04/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,490.25
DD15521.4	04/04/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	771.19
DD15522.1	05/04/2023	PRECISION ADMINISTRATION SERVICES	SUPERANNUATION CONTRIBUTIONS	217.73
DD15522.2	05/04/2023	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD15522.3	05/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,129.80
DD15522.4	05/04/2023	SYNERGY	ELECTRICITY CHARGES - QUINDANNING FIRE SHED	196.87
DD15523.1	11/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,517.70
DD15524.1	12/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	4,973.60
DD15524.2	12/04/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	3,586.26
DD15525.1	06/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,330.90
DD15530.1	14/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,410.85
DD15531.1	17/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,508.70
DD15535.1	18/04/2023	PRECISION ADMINISTRATION SERVICES	SUPERANNUATION CONTRIBUTIONS	15,363.01
DD15535.2	18/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	846.00
DD15535.3	18/04/2023	SYNERGY	ELECTRICITY CHARGES - SWIMMING POOL	1,100.65
DD15536.1	19/04/2023	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	21.90
DD15536.2	19/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,086.90
DD15543.1	20/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,026.45
DD15549.1	21/04/2023	PRECISION ADMINISTRATION SERVICES	SUPERANNUATION CONTRIBUTIONS	310.18
DD15549.2	21/04/2023	BOC GASES BOC ACCOUNT	GAS CONTAINER FEES	19.60
DD15549.3	21/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,233.70
DD15549.4	21/04/2023	SYNERGY	ELECTRICITY CHARGES ICU 1 36 HOTHAM AVENUE	23.39
DD15550.1	24/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	829.80
DD15550.2	24/04/2023	SYNERGY	ELECTRICITY CHARGES STREET LIGHTS	3,106.13
DD15556.2	26/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,064.80
DD15556.3	26/04/2023	SYNERGY	ELECTRICITY CHARGES - BCRC	1,214.74
DD15557.1	27/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,791.35
DD15557.2	27/04/2023	SYNERGY	ELECTRICITY CHARGES - 20 PRUSSIAN WAY	96.65
DD15559.1	28/04/2023	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	622.35
DD15559.2	28/04/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,363.55
DD	28/04/2023	CREDIT CARD		5,255.24
				<b>656,853.58</b>
		<b>JEFF ATKINS</b>		
	31/03/2023	GREENACRES TURF FARMS	TURF FOR THE RETIREMENT VILLAGE	1,116.00

**SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2023**

Chq/EFT	Date	Name	Description	Amount
	05/04/2023	DEPARTMENT OF TRANSPORT	NEW NUMBER PLATE BT011	44.50
	05/04/2023	DEPARTMENT OF TRANSPORT	PLATE CHANGE BT428	30.50
	05/04/2023	SYDNEY TOOLS	DAYTONA TOOL SET WITH 6 DRAWER TOOL BOX	899.00
	06/04/2023	SHIRE OF BODDINGTON	BA FEE - TENNIS CLUB HIT UP WALL	61.65
	11/04/2023	BURK PTY LTD	FUEL BT61	89.00
	11/04/2023	WA POLICE FORCE LICENSING SERVICES	FIREARM LICENCE RENEWAL	147.00
	12/04/2023	BP MT BARKER	FUEL BT61	119.03
	19/04/2023	UNISEG PRODUCTS	BATTERY STORAGE CONTAINER	1,933.55
	27/04/2023	DEPARTMENT OF TRANSPORT	PLATE CHANGE 1HTQ019	30.50
	28/04/2023	DEPARTMENT OF TRANSPORT	PLATE CHANGE BT011	18.50
		<b>SAM KEMPTON</b>		
	18/04/2023	NEXTMEDIA PTY LTD	MAGAZINE SUBSCRIPTION	125.00
		<b>CARA RYAN</b>		
	29/03/2023	BODDINGTON LPO	FAREWELL GIFT CARDS FOR ELC STAFF	100.00
	04/04/2023	BP KELMSCOTT	FUEL BT04	100.65
		<b>JULIE BURTON</b>		
	03/04/2023	MAILCHIMP	NEWSLETTER SOFTWARE	19.50
	03/04/2023	FACEBOOK	ADVERTISING VARIOUS SHIRE EVENTS	329.88
	05/04/2023	DROPBOX	COUNCILLOR INFORMATION	18.69
	05/04/2023	EXETEL	INTERNET PLAN	975.00
	13/04/2023	MONDAY.COM	REPORTING SOFTWARE	215.15
	17/04/2023	FACEBOOK	ADVERTISING COMMUNITY SERVICES OFFICER	3.62
	20/04/2023	ADOBE	LICENSE FEE	27.52
	20/04/2023	MONDAY.COM	REFUND ANNUAL SUBSCRIPTION	-1,320.00
	20/04/2023	MONDAY.COM	REFUND REPORTING SOFTWARE	-11.16
	21/04/2023	MONDAY.COM	MONTHLY REPORTING SOFTWARE	135.00
	28/04/2023	NAB CARD FEE	FEE	36.00
	28/04/2023	NAB INTERNATIONAL TRANSACTION FEES	FEE	11.16
		<b>PAYROLL PAYMENTS</b>		
		NAB	NET PAYROLL F/N ENDING 02/04/2023	85,398.20
		NAB	NET PAYROLL F/N ENDING 16/04/2023	78,410.92
		NAB	NET PAYROLL F/N ENDING 30/04/2023	76,272.74
		<b>TOTAL MUNI</b>		<b>896,935.44</b>
		<b>TOTAL TRUST &amp; MUNI</b>		<b>897,293.19</b>

### 9.3.2 Monthly Financial Report

File Reference: 3.0056  
Applicant: Not Applicable  
Disclosure of Interest: Nil  
Author: Executive Manager Corporate Services  
Attachments: 9.3.2A Monthly Financial Report April 2023

#### Summary

The Monthly Financial Report for April 2023 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

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

#### Social Implications

Nil

#### Environmental Considerations

Nil

#### Risk Considerations

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

#### Options

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

#### Voting Requirements

Simple Majority

#### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 55/23**

**Moved: Cr E Smalberger**

**That Council receive the financial statements as presented, for the period ending 30 April 2023.**

**Seconded: Cr A Ryley**

**Carried: 6/0**



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

**For the Period Ended 30 April 2023**

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

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**BASIS OF PREPARATION**

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

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

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

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

**THE LOCAL GOVERNMENT REPORTING ENTITY**

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

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

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

**SIGNIFICANT ACCOUNTING POLICES**

**CRITICAL ACCOUNTING ESTIMATES**

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

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

**GOODS AND SERVICES TAX**

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

**ROUNDING OFF FIGURES**

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

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 15 May 2023

## KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 APRIL 2023

## NATURE OR TYPE DESCRIPTIONS

### REVENUE

#### RATES

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

#### OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

#### FEES AND CHARGES

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

#### SERVICE CHARGES

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

#### INTEREST EARNINGS

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

#### OTHER REVENUE / INCOME

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

#### PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

### EXPENSES

#### EMPLOYEE COSTS

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

#### MATERIALS AND CONTRACTS

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

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

#### INSURANCE

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

#### LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

#### DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

#### INTEREST EXPENSES

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

#### OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.



**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**BY NATURE OR TYPE**

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	2(c)	1,565,533	1,565,533	<b>1,565,533</b>	0	0%	
<b>Revenue from operating activities</b>							
Rates	5	6,125,764	6,125,594	<b>6,124,419</b>	(1,175)	(0%)	
Operating grants, subsidies and contributions	8	675,145	458,672	<b>499,093</b>	40,421	9%	
Fees and charges		1,502,206	1,300,759	<b>1,426,171</b>	125,412	10%	▲
Interest earnings		140,111	134,730	<b>131,490</b>	(3,240)	(2%)	
Other revenue		67,800	58,425	<b>110,934</b>	52,509	90%	▲
Profit on disposal of assets	6	14,700	12,250	<b>14,143</b>	1,893	15%	
		<b>8,525,726</b>	<b>8,090,430</b>	<b>8,306,250</b>	215,820		
<b>Expenditure from operating activities</b>							
Employee costs		(3,324,304)	(2,777,048)	<b>(2,682,562)</b>	94,486	3%	
Materials and contracts		(2,881,659)	(2,280,169)	<b>(2,023,465)</b>	256,704	11%	▲
Utility charges		(360,005)	(300,000)	<b>(295,775)</b>	4,225	1%	
Depreciation on non-current assets		(2,799,320)	(2,332,740)	<b>(2,251,596)</b>	81,144	3%	
Interest expenses		(67,819)	(47,348)	<b>(47,938)</b>	(590)	(1%)	
Insurance expenses		(212,345)	(211,606)	<b>(218,803)</b>	(7,197)	(3%)	
Other expenditure		(28,150)	(23,465)	<b>(17,742)</b>	5,723	24%	
Loss on disposal of assets	6	(10,790)	(8,990)	<b>0</b>	8,990	100%	
		<b>(9,684,392)</b>	<b>(7,981,366)</b>	<b>(7,537,881)</b>	443,485		
Non-cash amounts excluded from operating activities	2(a)	2,795,410	2,329,480	<b>2,237,453</b>	(92,027)	(4%)	
<b>Amount attributable to operating activities</b>		<b>1,636,744</b>	<b>2,438,544</b>	<b>3,005,822</b>	567,278		
<b>Investing activities</b>							
Proceeds from non-operating grants, subsidies and contributions	8	2,000,958	984,752	<b>926,558</b>	(58,194)	(6%)	
Proceeds from disposal of assets	6	67,000	26,345	<b>22,631</b>	(3,714)	(14%)	
Payments for property, plant and equipment & infrastructure	6	(4,149,488)	(2,645,399)	<b>(1,770,920)</b>	874,479	33%	▲
		<b>(2,081,530)</b>	<b>(1,634,302)</b>	<b>(821,731)</b>	812,571		
<b>Financing Activities</b>							
Transfer from reserves	3	477,080	0	<b>0</b>	0	0%	
Repayment of debentures	7	(356,511)	(218,995)	<b>(218,995)</b>	(0)	(0%)	
Transfer to reserves	3	(890,260)	(25,000)	<b>(25,089)</b>	(89)	(0%)	
<b>Amount attributable to financing activities</b>		<b>(769,691)</b>	<b>(243,995)</b>	<b>(244,084)</b>	(89)		
<b>Closing funding surplus / (deficit)</b>	2(c)	<b>351,056</b>	<b>2,125,780</b>	<b>3,505,540</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 1 for an explanation of the reasons for the variance.

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**NOTE 1  
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing / Permanent	Explanation of Variances
	\$	%		
<b>Revenue from operating activities</b>				
Rates	(1,175)	(0%)		
Operating grants, subsidies and contributions	40,421	9%		
Fees and charges	125,412	10%	▲ Permanent	Mainly due to income in Childcare, exceeding Budget expectations
Service charges	0	0%		
Interest earnings	(3,240)	(2%)		
Other revenue	52,509	90%	▲ Permanent	Reimbursement for Recycling Charges incurred in 2021/2022 - \$38,000
Profit on disposal of assets	1,893	15%		
<b>Expenditure from operating activities</b>				
Employee costs	94,486	3%		
Materials and contracts	256,704	11%	▲ Timing ▲ Timing	\$120,000 for Aged Accommodation postpone to 23/24 Expenses Mountain Bike Project planning and Caravan Park Business Case still to be incurred and forecasted to be complete for 30 June 2023.
Utility charges	4,225	1%		
Depreciation on non-current assets	81,144	3%		
Interest expenses	(590)	(1%)		
Insurance expenses	(7,197)	(3%)		
Other expenditure	5,723	24%		
Loss on disposal of assets	8,990	100%		
<b>Non-cash amounts excluded from operating activities.</b>	(92,027)	(4%)		
<b>Investing activities</b>				
Proceeds from non-operating grants & contributions	(58,194)	(6%)		
Proceeds from disposal of assets	(3,714)	(14%)		
Payments for property, plant and equipment & infrastructure	874,479	33%	▲ Timing ▲ Timing	Community Gym - \$200,000 - postpone 23/24 Mountain Bike Trail - \$220,000 - postpone 23/24 Regional Destination Signage - \$80,000 - postpone 23/24 Upgrade Interpretive Centre - \$100,000 - postpone 23/24 Resurface Bowling Green - \$141,000 - postpone 23/24 Community Club Playground - works still to be completed
<b>Financing activities</b>				
Transfer from reserves	0	0%		
Repayment of debentures	(0)	(0%)		
Transfer to reserves	(89)	(0%)		

(a) Non-cash items excluded from operating activities

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

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>				
		\$	\$	\$
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	5	(14,700)	(12,250)	(14,143)
Movement in pensioner deferred rates (non-current)		0	0	0
Add: Loss on asset disposals	5	10,790	8,990	0
Add: Depreciation on assets		2,799,320	2,332,740	2,251,596
<b>Total non-cash items excluded from operating activities</b>		<b>2,795,410</b>	<b>2,329,480</b>	<b>2,237,453</b>

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

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

		Last Year Closing 30 June 2022	This Time Last Year 30 April 2022	Year to Date 30 April 2023
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	2	(1,629,000)	(1,668,321)	(1,654,090)
Add: Borrowings	6	356,511	131,281	137,516
Add: Provisions - employee		0	0	0
<b>Total adjustments to net current assets</b>		<b>(1,272,489)</b>	<b>(1,537,040)</b>	<b>(1,516,574)</b>

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

**Current assets**

Cash and cash equivalents	2	6,328,549	6,427,070	8,214,870
Rates receivables	3	275,370	353,848	390,640
Receivables	3	160,699	47,490	368,629
Inventories		0	0	0
Other current assets	5	119,792	(2,214)	118,796
<b>Less: Current liabilities</b>				
Payables		(558,532)	(232,127)	(567,358)
Borrowings	7	(356,511)	(131,281)	(137,516)
Contract liabilities		(2,885,730)	(1,898,184)	(3,125,020)
Provisions		(245,615)	(260,498)	(240,927)
<b>Less: Total adjustments to net current assets</b>	2(b)	<b>(1,272,489)</b>	<b>(1,537,040)</b>	<b>(1,516,574)</b>
<b>Closing funding surplus / (deficit)</b>		<b>1,565,533</b>	<b>2,767,064</b>	<b>3,505,540</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.

CASH AND INVESTMENTS

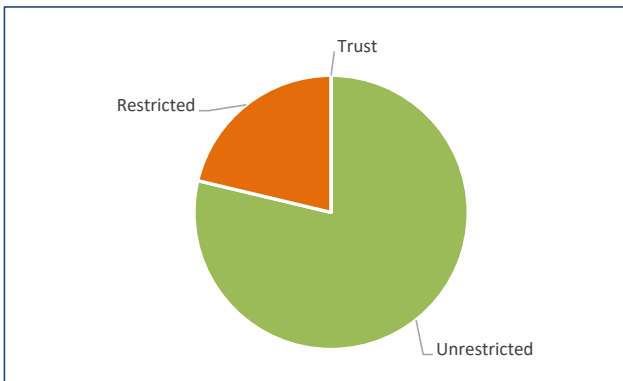
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
<b>Cash on hand</b>							
Petty Cash & Floats	400	0	400			0.00%	On Hand
<b>At Call Deposits</b>							
Municipal Funds	1,396,026	0	1,396,026		NAB		At Call
Reserve Funds	0	0	0		NAB		At Call
Bonds & Deposits	0	93,708	93,708		NAB		At Call
<b>Term Deposits &amp; Overnight Cash Deposits</b>							
OCDF Boddington Supertowns	0	0	0				
Reserve Funds	0	1,654,090	1,654,090		NAB	2.72%	26/06/23
Municipal Funds	5,070,645	0	5,070,645		NAB	2.72%	26/06/23
<b>Total</b>	<b>6,467,071</b>	<b>1,747,798</b>	<b>8,214,870</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
<b>\$8.21 M</b>	<b>\$6.47 M</b>

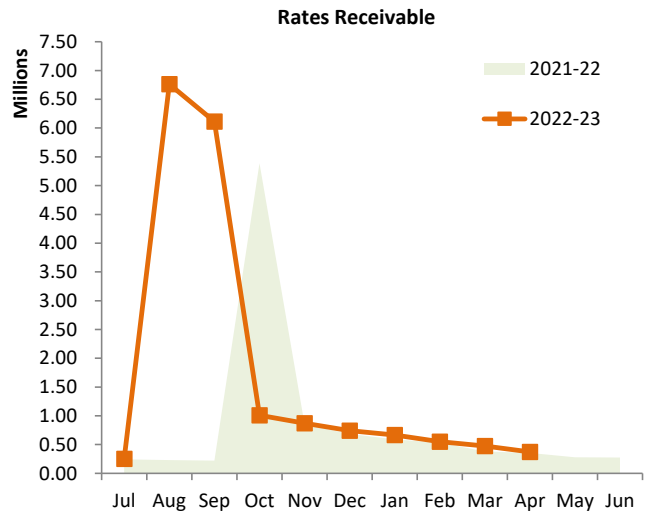
CASH BACKED RESERVES

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant Reserve	221,394	7,420	0	50,000	3,410	0	0	278,814	224,804
Building Reserve	97,221	3,258	0	200,000	1,497	0	0	300,479	98,718
Community Facility Fund	40,649	1,361	0	40,000	626	0	0	82,010	41,275
Refuse Site Reserve	39,510	1,327	0	40,000	609	0	0	80,837	40,119
Aged Housing Reserve	267,197	8,956	0	40,000	4,115	(100,000)	0	216,153	271,312
Swimming Pool Reserve	21,026	704	0	200,000	324	0	0	221,730	21,350
River Crossing Reserve	47,692	1,596	0	40,000	735	0	0	89,288	48,427
Prepaid Conditional Grants Reserve	199,759	0	0	0	3,076	0	0	199,759	202,835
Unspent Conditional Grants Reserve	377,080	0	0	0	5,807	(377,080)	0	0	382,887
Public Open Space Reserve	267,473	8,962	0	45,000	4,120	0	0	321,435	271,593
Town Weir Reserve	50,000	1,676	0	200,000	770	0	0	251,676	50,770
	1,629,001	35,260	0	855,000	25,089	(477,080)	0	2,042,181	1,654,090

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES

Rates receivable	30 June 2022	30 Apr 2023
	\$	\$
Opening arrears previous years	253,668	275,370
RATES - levied this year	5,227,323	6,124,419
RUBBISH - levied this year	253,247	280,377
ESL - levied this year	107,448	111,135
<b>TOTAL levied this year</b>	<b>5,588,018</b>	<b>6,515,931</b>
Less - collections to date	(5,566,316)	(6,400,661)
Equals current outstanding	<b>275,370</b>	<b>390,640</b>
<b>Net rates collectable</b>	<b>275,370</b>	<b>390,640</b>
% Collected	95.3%	94.2%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	9,301	71,548	49,537	113,373	243,759
Percentage	3.8%	29.4%	20.3%	46.5%	
<b>Balance per trial balance</b>					
Sundry receivable					243,759
GST receivable					105,014
Increase in Allowance for impairment of receivables from contracts with customers					(4,070)
Receivables for employee related provisions					23,926
Accrued Income					118,796
Loan Clay Target Club					0
<b>Total receivables general outstanding</b>					<b>487,425</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. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**OPERATING ACTIVITIES  
NOTE 5  
RATE REVENUE**

**General rate revenue**

RATE TYPE	Budget					
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue \$	Interim Rate \$	Total Revenue \$
<b>Gross rental value</b>						
GRV - General	0.111213	503	27,988,941	3,112,734	500	3,113,234
<b>Unimproved value</b>						
UV - Rural	0.006196	127	110,247,000	683,090	500	683,590
UV - Mining	0.035258	49	51,338,414	1,810,090	0	1,810,090
UV - Commercial	0.025432	2	1,013,000	25,763	0	25,763
UV - Rural Residential	0.010326	131	13,411,500	138,487	0	138,487
<b>Sub-Total</b>		<b>812</b>	<b>203,998,855</b>	<b>5,770,164</b>	<b>1,000</b>	<b>5,771,164</b>
<b>Minimum payment</b>	<b>Minimum \$</b>					
<b>Gross rental value</b>						
GRV - General	900	132	251,571	118,800	0	118,800
<b>Unimproved value</b>						
UV - Rural	900	98	10,666,000	88,200	0	88,200
UV - Mining	900	42	176,928	37,800	0	37,800
UV - Commercial	900	0	0	0	0	0
UV - Rural Residential	900	122	9,160,000	109,800	0	109,800
<b>Sub-total</b>		<b>394</b>	<b>20,254,499</b>	<b>354,600</b>	<b>0</b>	<b>354,600</b>

YTD Actual			
Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$
3,112,734	(345)	0	3,112,389
683,090	0	0	683,090
1,810,090	0	0	1,810,090
25,763			25,763
138,487	0	0	138,487
<b>5,770,164</b>	<b>(345)</b>	<b>0</b>	<b>5,769,819</b>
118,800	0	0	118,800
88,200	0	0	88,200
37,800	0	0	37,800
0	0	0	0
109,800	0	0	109,800
<b>354,600</b>	<b>0</b>	<b>0</b>	<b>354,600</b>

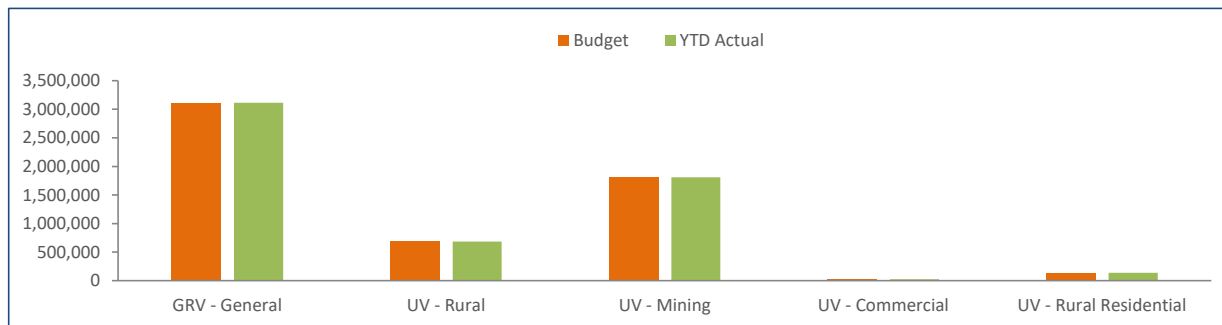
**Amount from general rates**

**6,125,764**

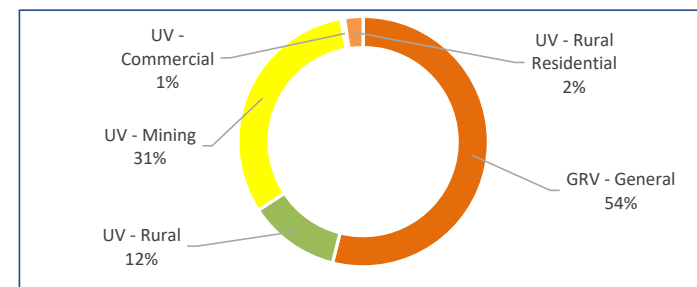
**6,124,419**

**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.



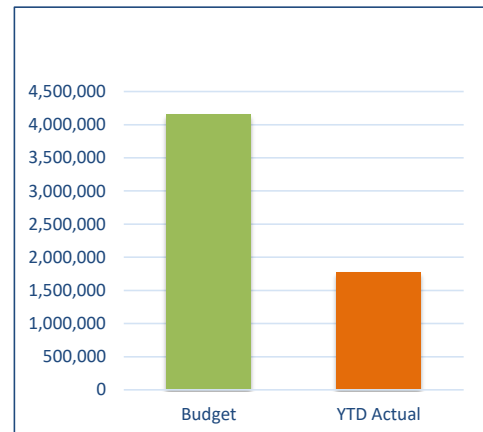
General Rates	
Budget	Actual
<b>\$6.13 M</b>	<b>\$6.12 M</b>



Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	141,668	115,668	110,849	(4,819)
Land and Buildings	622,894	470,500	123,115	(347,385)
Plant and Equipment	242,233	212,053	213,292	1,239
Road Infrastructure	1,474,751	771,930	772,573	643
Footpath Infrastructure	393,000	377,000	156,851	(220,149)
Drainage Bridges Culverts	10,000	0	13,252	13,252
Infrastructure - Parks, Gardens, Recreation Facilities	1,264,942	698,248	380,988	(317,260)
<b>Total Capital Acquisitions</b>	<b>4,149,488</b>	<b>2,645,399</b>	<b>1,770,920</b>	<b>(874,479)</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	2,000,958	984,752	926,558	(58,194)
Other (disposals & C/Fwd)	67,000	26,345	22,631	(3,714)
Cash backed reserves				
Aged Housing Reserve	100,000	0	0	0
Unspent Conditional Grants Reserve	377,080	0	0	0
Contribution - operations	1,604,450	1,634,302	821,731	(812,571)
<b>Capital funding total</b>	<b>4,149,488</b>	<b>2,645,399</b>	<b>1,770,920</b>	<b>(874,479)</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.



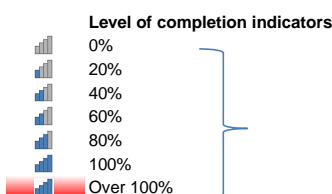
Acquisitions	Annual Budget	YTD Actual	% Spent
	<b>\$4.15 M</b>	<b>\$1.77 M</b>	<b>43%</b>

Capital Grants	Annual Budget	YTD Actual	% Received
	<b>\$2. M</b>	<b>\$0.93 M</b>	<b>46%</b>

Capital Disposals

Asset description	Amended Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
P17 - Road Broom Sewell	0	0	0	0	176	176
P20 - Panel Vibrating Roller	0	0	0	0	5,182	5,182
1971 Toyota Landcruiser	2,000	12,000	10,000	0	0	0
2017 Ford Ranger	10,300	15,000	4,700	8,488	17,273	8,785
2012 Isuzu Truck	16,045	10,000	(6,045)	0	0	0
Mitsubishi Fuso Truck	34,745	30,000	(4,745)	0	0	0
	<b>63,090</b>	<b>67,000</b>	<b>3,910</b>	<b>8,488</b>	<b>22,631</b>	<b>14,143</b>

Capital Acquisitions


























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

Account Description	Amended			Variance Under/(Over)
	Current Budget	YTD Budget	YTD Actual	
IT Equipment - New Server	25,000	25,000	21,682	3,318
Councillor Tablets	14,000	14,000	16,587	(2,587)
Printer Replacement	10,368	10,368	11,194	(826)
Laptop replacements	16,000	16,000	18,179	(2,179)
PC replacements (other)	11,000	0	0	0
IT replacements ELC (3iPads + iMac)	5,000	5,000	0	5,000
Ice Machine for Depot	5,300	5,300	2,885	2,415
CCTV Upgrades	15,000	10,000	10,735	(735)
Electronic Sign Board	35,000	25,000	25,041	(41)
Library Shelving	5,000	5,000	4,545	455
<b>Total Furniture &amp; Equipment</b>	<b>141,668</b>	<b>115,668</b>	<b>110,849</b>	<b>4,819</b>
Land Acquisition - Bannister Rd	99,000	99,000	99,004	(4)
Building Asset Renewal Program	163,894	17,500	17,396	104
Upgrade Medical Centre Security	10,000	4,000	3,715	285
Upgrade to Pavilion to accommodate Gym	200,000	200,000	3,000	197,000
Crib Room for Deport	150,000	150,000	0	150,000
<b>Total Land &amp; Buildings</b>	<b>622,894</b>	<b>470,500</b>	<b>123,115</b>	<b>347,385</b>
New Plant Float	50,158	50,158	44,980	5,178
Truck Modifications to Tow Plant Float	14,875	14,875	15,121	(246)
New Mower	51,200	51,020	51,020	0
Replace utility	30,000	30,000	31,571	(1,571)
Replace utility	39,000	39,000	44,622	(5,622)
4.5 Tonne Tipper	0	0	0	0
6 Tonne Truck	0	0	0	0
Slip on Unit for Ranger Vehicle	20,000	0	0	0
Remote Traffic Lights	27,000	27,000	25,979	1,021
Minor Equipment	10,000	0	0	0
<b>Total Plant &amp; Equipment</b>	<b>242,233</b>	<b>212,053</b>	<b>213,292</b>	<b>(1,239)</b>
RTR - Johnstone St - Reseal	52,800	0	600	(600)
RTR - Hill St - Reseal	28,800	0	0	0
RTR - Hotham Ave - Reseal	19,800	0	0	0
RTR - George Street - Reseal	25,080	0	0	0
RTR -River Rd/Forrest St Intersection Upgrade	37,341	32,000	32,104	(104)
RRG - Crossman Rd - Surface treatment & Reseal	219,000	101,000	101,006	(6)
RRG - Harvey Quindanning Rd - improve geometry widen	555,000	102,000	102,214	(214)
RRG - Lower Hotham Rd (Carry over 2021/2022)	0	0	0	0
RRG - Lower Hotham Rd - Reseal, shoulders, drainage	438,930	438,930	438,648	282
Main Roads Bridge Program	98,000	98,000	98,000	0
<b>Total Road Infrastructure</b>	<b>1,474,751</b>	<b>771,930</b>	<b>772,573</b>	<b>(643)</b>



Capital Acquisitions (continued)

Account Description	Amended			Variance Under/(Over)
	Current Budget	YTD Budget	YTD Actual	
 Footpath renewal program	100,000	94,000	94,309	(309)
 Footpath - Retirement Village	8,000	0	0	0
 Club Drive, Hadea Rd and Adam Street (east side)	65,000	63,000	62,543	457
 Mountain Bike Trail	220,000	220,000	0	220,000
<b>Total Footpath Infrastructure</b>	<b>393,000</b>	<b>377,000</b>	<b>156,851</b>	<b>220,149</b>
 Kerbing - Town Roads	10,000	8,500	8,258	243
 Drainage Implementation	0	5,000	4,995	5
<b>Total Drainage/Bridges &amp; Culverts</b>	<b>10,000</b>	<b>13,500</b>	<b>13,252</b>	<b>248</b>
 Hotham Park - Lighting	180,000	165,000	163,204	1,796
 Ranford Playground	46,248	46,248	47,581	(1,333)
 Shade Over Hotham Park	100,000	0	0	0
 Playground - Toddlers & Small Children	100,000	3,000	3,015	(15)
 Bicycle Rack - Hotham Park	10,000	0	0	0
 Playground - Early Learning Centre	70,000	70,000	72,110	(2,110)
 Town Centre Master Plan	141,192	17,000	16,480	520
 Regional Destination Signage	80,000	80,000	0	80,000
 Upgrade Interpretive Centre	100,000	100,000	0	100,000
 Community Club - Playground	118,600	25,000	25,000	0
 Install Bore - Hotham Park	50,000	36,000	35,732	268
 Resurface Bowling Green	141,000	141,000	0	141,000
 Niche Wall	15,000	15,000	14,200	800
 Ranford - Information Bay	50,000	0	1,263	(1,263)
 Boddington Sign - Albany Hwy	35,000	0	1,923	(1,923)
 Basketball Club - Scoreboard	12,902	0	0	0
 Tennis Practice Wall	15,000	0	480	(480)
<b>Total Other Infrastructure</b>	<b>1,264,942</b>	<b>698,248</b>	<b>380,988</b>	<b>317,260</b>
<b>Grand Total</b>	<b>4,149,488</b>	<b>2,658,899</b>	<b>1,770,920</b>	<b>887,979</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**FINANCING ACTIVITIES  
NOTE 7  
BORROWINGS**

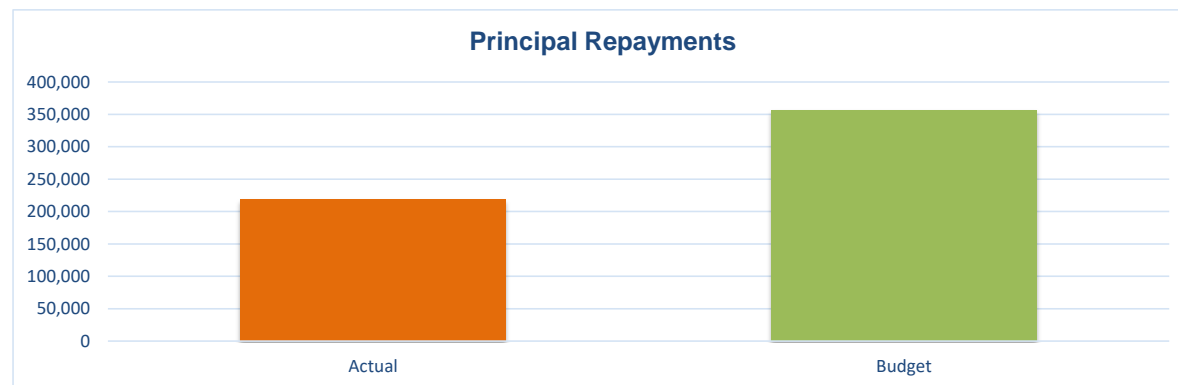
**Repayments - borrowings**

Information on borrowings			1 July 2022	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%	292,375	0	0	70,644	142,705	221,731	149,670	5,838	10,206
<b>Education and welfare</b>											
Childcare Centre	100	6.42%	84,619	0	0	18,398	18,989	66,221	65,630	5,665	5,075
<b>Housing</b>											
3 Pecan Place	94	6.45%	164,128	0	0	7,999	16,256	156,129	147,872	5,293	10,328
34 Hill Street	97	6.45%	166,448	0	0	8,112	16,486	158,336	149,962	5,368	10,474
<b>Recreation and culture</b>											
Recreation Centre	106	3.36%	596,762	0	0	65,981	65,981	530,781	530,781	19,438	19,438
Recreation Centre	107	1.56%	812,235	0	0	47,860	96,094	764,375	716,141	6,335	12,298
<b>Total</b>			<b>2,116,567</b>	<b>0</b>	<b>0</b>	<b>218,995</b>	<b>356,511</b>	<b>1,897,572</b>	<b>1,760,056</b>	<b>47,938</b>	<b>67,819</b>
Current borrowings			356,511					137,516			
Non-current borrowings			1,760,056					1,760,056			
			<b>2,116,567</b>					<b>1,897,572</b>			

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>\$218,995</b>
<b>Interest Earned</b>	<b>\$131,490</b>
<b>Interest Expense</b>	<b>\$47,938</b>
<b>Reserves Balance</b>	<b>\$1,654,090</b>
<b>Loans Due</b>	<b>\$1,897,572</b>

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue					
	Liability	Increase	Decrease	Liability	YTD	Amended	Budget	YTD		
	1 Jul 22	in Liability	in Liability	30 Apr 23	Budget	Budget	Variations	Expected	Revenue	
	\$	\$	As revenue	\$	\$	\$	\$	\$	\$	
<b>Operating grants, subsidies and contributions</b>										
<b>Governance</b>										
Employee Contributions	0	0	0	0	0	0	0	0	0	
<b>General purpose funding</b>										
Federal Assistance Grant - General Purpose	0	0	0	0	15,074	21,584	0	21,584	16,188	
Federal Assistance Grant - Local Roads				0	43,187	52,258	0	52,258	39,194	
<b>Law, order, public safety</b>										
DFES - Fire Brigade Operating Grant	0	0	0	0	63,790	63,790	0	63,790	63,790	
DFES - SES Operating Grant	0	0	0	0	30,450	30,450	0	30,450	30,450	
Abandoned Vehicles	0	0	0	0	420	500	0	500	0	
Mitigation Grant	0	0	0	0	0	0	0	0	2,500	
<b>Education and welfare</b>										
Newmont - Community Investment Funding	0	0	0	0	45,000	45,000	0	45,000	45,000	
Seniors - Living Stronger/Longer	0	0	0	0	2,080	2,500	0	2,500	3,518	
Newmont - Youth Career Expo	0	0	0	0	0	0	0	0	4,545	
Youth Centre Grants	0	0	0	0	1,670	2,000	0	2,000	773	
International Day of Disability	0	0	0	0	0	0	0	0	1,000	
Wheatbelt Suicide Prevention Project	0	0	0	0	5,000	5,000	0	5,000	4,000	
<b>Recreation and culture</b>										
Australia Day Grant	0	0	0	0	20,000	20,000	0	20,000	16,000	
South 32 - Events Contribution	0	0	0	0	25,000	25,000	0	25,000	25,000	
Mountain Bike Trail Funding	114,732	0	0	114,732	0	114,732	0	114,732	96,185	
Library Childrens Week Grant	0	0	0	0	0	0	0	0	960	
Thank a Volunteer	0	0	0	0	2,000	2,000	0	2,000	1,650	
<b>Transport</b>										
Main Roads - Direct Road Grant	0	0	0	0	58,091	58,091	0	58,091	59,341	
Road Safety Alliance	130,416	0	0	130,416	78,615	98,615	0	98,615	63,000	
Peel Develop. Comm. - Town Street Revitalisation		0	0	0	0	0	0	0	25,000	
<b>Economic services</b>										
Contributions Area Promotion & Tourism	0	0	0	0	66,670	52,000	0	52,000	1,000	
Caravan Park Funding	30,000	0	0	30,000	0	30,000	0	30,000	0	
South 32 Cultural Centre	2,000,000	0	0	2,000,000	0	50,000	0	50,000	0	
Visitor Centre Café - Contribution Shelving	0	0	0	0	1,625	1,625	0	1,625	0	
	<b>2,275,148</b>	<b>0</b>	<b>0</b>	<b>2,275,148</b>	<b>458,672</b>	<b>675,145</b>	<b>0</b>	<b>675,145</b>	<b>499,093</b>	
<b>Non-operating contributions</b>										
<b>General purpose funding</b>										
LRCI - Town Centre Master Plan	0	138,108	0	138,108	85,298	141,192	0	141,192	84,304	
LRCI - Shade over Hotham Park	0	75,000	0	75,000	0	100,000	0	100,000	0	
LRCI - Playground Toddlers & Small Children	0	75,000	0	75,000	0	100,000	0	100,000	0	
<b>Community Amenities</b>										
Hotham Park Lighting - South 32	40,000	0	(40,000)	0	40,000	40,000	0	40,000	40,000	
Hotham Park Lighting - Newmont	40,000	0	(40,000)	0	40,000	40,000	0	40,000	40,000	
<b>Recreation and culture</b>										
Community Gym	0	0	0	0	0	100,000	0	100,000	0	
Mountain Bike Funding	0	0	0	0	0	200,000	0	200,000	0	
Community Club - Playground	0	0	0	0	93,600	105,002	0	105,002	0	
Bowling Club - Resurface Bowling Green	0	0	0	0	0	94,000	0	94,000	0	
Peel Devt. Comm - Rail Trail Grant	13,414	0	0	13,414	0	94,000	0	94,000	0	
<b>Transport</b>										
Roads to Recovery Funding	17,225	0	0	17,225	81,911	163,821	0	163,821	77,636	
Regional Road Group Funding	0	364,400	(235,275)	129,125	546,000	819,000	0	819,000	586,675	
Special Bridge Funding	499,943	0	(97,943)	402,000	97,943	97,943	0	97,943	97,943	
	<b>610,582</b>	<b>652,508</b>	<b>(413,218)</b>	<b>849,872</b>	<b>984,752</b>	<b>3,034,958</b>	<b>0</b>	<b>3,034,958</b>	<b>926,558</b>	
<b>TOTALS</b>	<b>2,885,730</b>	<b>652,508</b>	<b>(413,218)</b>	<b>3,125,020</b>	<b>1,443,424</b>	<b>3,710,103</b>	<b>0</b>	<b>3,710,103</b>	<b>1,425,651</b>	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**NOTE 9  
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	<b>Budget adoption</b>		Closing Surplus				0
3121002	Townstreet Master Plan	110/22	Operating Expenses			(55,000)	(55,000)
8011491	Public Open Space Reserve	110/22	Capital Revenue		55,000		0
3042170	Caravan Park - Concept Plan	125/22	Operating Expenses			(15,000)	(15,000)
	Opening Surplus	09/23			13,941		(1,059)
3031010	Valuations	09/23	Operating Expenses		35,000		33,941
3042015	Administration salaries and wages	09/23	Operating Expenses		20,000		53,941
3042170	Consultancy Fees	09/23	Operating Expenses			(20,000)	33,941
2032010	Federal Assistance Grant - General Purpose	09/23	Operating Revenue			(4,454)	29,487
2032020	Federal Assistance Grant - Local Road Grant	09/23	Operating Revenue		15,978		45,465
2033005	Interest on Municipal Funds	09/23	Operating Revenue		75,000		120,465
2033010	Interest on Reserve Funds	09/23	Operating Revenue		30,000		150,465
3042090	Staff Training	09/23	Operating Expenses			(14,550)	135,915
2042020	LGIS - Reimbursement for training	09/23	Operating Revenue		14,550		150,465
2051001	DFES ESL Operating Bushfire Brigades	09/23	Operating Revenue		7,320		157,785
3101020	Kerbside Recycling	09/23	Operating Expenses		45,242		203,027
3101050	Refuse site maintenance	09/23	Operating Expenses			(5,000)	198,027
3104055	Town Dam maintenance	09/23	Operating Expenses			(7,000)	191,027
2105020	Cemetery Burial Fees & Charges	09/23	Operating Revenue		8,000		199,027
3113030	Town Oval maintenance	09/23	Operating Expenses			(15,000)	184,027
3113031	Boddington Recreation Centre maintenance	09/23	Operating Expenses			(5,000)	179,027
3113051	Streetscape maintenance	09/23	Operating Expenses		30,000		209,027
3113056	Hotham Park maintenance	09/23	Operating Expenses			(30,000)	179,027
3113111	Australia Day event	09/23	Operating Expenses			(20,000)	159,027
2113114	Operating Grant - Australia Day	09/23	Operating Revenue		20,000		179,027
2113130	Contribution from Basketball Club for Scoreboard	09/23	Capital Revenue		11,402		190,429
3121058	Flood Damage	09/23	Operating Expenses		20,000		210,429
3121062	Drainage Maintenance	09/23	Operating Expenses			(20,000)	190,429
3121069	Road Maintenance - unsealed roads	09/23	Operating Expenses		115,653		306,082
3121070	Road Maintenance - sealed roads	09/23	Operating Expenses			(90,000)	216,082
2121804	Grants Commission - Bridge Funding	09/23	Capital Revenue		97,943		314,025
2132043	Operating Grant - Cultural Centre	09/23	Operating Revenue		50,000		364,025
3146208	Land Acquisition - Bannister Road	09/23	Capital Expenses			(99,000)	265,025
3123206	4.5 Tonne Tipper	09/23	Capital Expenses		50,000		315,025
3123474	6 Tonne Truck	09/23	Capital Expenses		150,000		465,025
3121800	Regional Road Group Project - Lower Hotham Rd	09/23	Capital Expenses			(22,034)	442,991
3112220	Townsite Drainage Project	09/23	Capital Expenses		100,000		542,991
3121086	Lower Hotham Road - Bridge Renewal	09/23	Capital Expenses			(98,000)	444,991
3113200	Electronic Scoreboard	09/23	Capital Expenses			(12,902)	432,089
	Interest transfer to Reserves	09/23	Capital Revenue			(30,000)	402,089
3146203	Lighting of Boddington Sign	05/23	Capital Expenses			(25,000)	377,089
3105053	Niche Wall	12/23	Capital Expenses			(7,000)	370,089
3042185	Online Cemetery Mapping	13/23	Operating Expenses			(11,033)	359,056
3121803	Footpath Retirement Village	35/23	Capital Expenses			(8,000)	351,056
				<b>0</b>	<b>965,029</b>	<b>(613,973)</b>	<b>351,056</b>

### 9.3.3 Withdrawal of Caveat for Lot 2, Diagram 12614

File Reference: 3.0037  
Applicant: Not Applicable  
Disclosure of Interest: Nil  
Author: Finance Officer – Rates and Accounts Receivable  
Attachments: 9.3.3A Letter for Joint Administrators (Confidential)  
9.3.3B Caveat C248381

#### Summary

To seek Council's approval to withdraw the Caveat on Lot 2 on Diagram 12614 (1 Farmers Avenue, Boddington).

#### Background

A letter from the joint administrators of the estate of the late owner of 1 Farmers Avenue, was received by the Shire on 3 April 2023. The letter requested the removal of a Caveat that was lodged on the property in 1981 and is now preventing any actions to enact distribution of the deceased estate.

While it is unknown for the specific reasoning for the Caveat, the details contained on the document suggest the Shire of Boddington was seeking to purchase some of the land, to modify the intersection at Marradong-Bannister Road and Farmers Avenue.

#### Comment

Currently, the Shire is unable to establish a reason for why this Caveat should remain. The property has no outstanding rate payments and the Shire no longer requires this section of land for intersection modifications.

The Shire has engaged AMPAC to act on behalf of the Shire and liaise with Landgate in relation to the removal of the Caveat from Lot 2, Diagram 12614. In order, to execute the removal of the Caveat, Council approval is required.

#### Consultation

- AMPAC
- Property Owners
- Landgate

#### 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 – Section 9.49A

#### Policy Implications

Use of Common Seal Policy

### Financial Implications

Legal Fees - \$220  
Disbursements - \$250

### Economic Implications

Nil

### Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	If the Shire chooses to not remove the Caveat this will limit the Land Owner from being able to sell the property, which may cause the non-payment of rates.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Financial/Reputational
Risk Action Plan (controls or treatment proposed)	Nil

### Options

1. Approve the use of the Common Seal to documents for the withdrawal of the Caveat on Lot 2, Diagram 12614.
2. Not authorise the removal of the Caveat, explaining why the Caveat should not be removed on Lot 2, Diagram 12614.

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 56/23**

**Moved: Cr I Webster**

**That Council approves the removal of the Caveat in relation to Lot 2, Diagram 12614, 1 Farmers Avenue, Boddington.**

**Seconded: Cr L Lewis**

**Carried: 6/0**

Form C1.

AGREEMENT DATED 16/6/81  
STAMPED \$62.50

WESTERN AUSTRALIA  
Transfer of Land Act 1893 as amended  
CAVEAT

No. C248381

DESCRIPTION OF  
LAND BEING  
CAVEATED  
State whether whole  
or part of land com-  
prised in Certificate of  
Title and/or Crown  
Lease if share only,  
specify.

Portion of Williams Location 6583 the subject of  
Diagram 12164 and being the whole of the land comprised  
in Certificate of Title Volume 1079 Folio 148

CAVEATOR  
Full name, address  
and occupation. If a  
minor, state date of  
birth.

SHIRE OF BODDINGTON of Boddington

REGISTERED  
PROPRIETOR  
Full name, address  
and occupation as  
shown on Certificate  
of Title.

NIKOLAIS ZUKS Welder and EUGENIA ZUKS Married Woman  
both of Farmers Avenue Boddington

a. Specify the Estate or Interest claimed THE CAVEATOR claims an estate or interest (a) in fee simple as the holder  
of an option to purchase

b. Specify the grounds on which claim is made as to the estate or interest of the abovenamed Registered Proprietor  
in the Land above described BY VIRTUE OF (b) an Agreement made the 16th  
day of June 1981 between the Registered Proprietor as  
Grantor and the Caveator as Grantee

c. State whether Absolutely OR unless such instrument be expressed to be sub-  
ject to the Caveator's claim OR until after notice of any intended registration or regis-  
tered dealing to be given to the Caveator at the address herein  
after mentioned and FORBIDS the registration of any person as transferee or proprietor of, and of any instrument  
affecting the said estate or interest (c) absolutely

and appoints (d) the offices of Messrs Keall Brinsden & Co.,  
Solicitors of 150 St George's Terrace Perth

d. State some address or place within the present limits of the City of Perth. (An ad-  
ditional address may be inserted if desired.) as the place at which notices and proceedings relating to this caveat may be served

Dated this 4th day of November 1981

e. Signature of the Caveator or his Agent. Signed in the presence of

(f) N.M. Kinnison.

f. Signature of Witness (May be any adult person)

Address Lot 2, Albert St, Balcatta.

Occupation Clerk.

Keall Brinsden & Co.

Solicitors and Agents for  
the Caveator

U.M. Sands & McDougall

FORM APPROVAL  
No. 045  
REGISTRAR OF TITLES

If insufficient space hereon annexures may be added. (Use Annexure Form B1) See Note 1 on back hereof. STOCK FORM 302

MICRO-FILMED

No.

C248381

CAVEAT

NOTES

1. If any of the boxed sections has insufficient space then the relevant information may be added on Annexure Form B1. Appropriate headings should be shown. The boxed sections should only contain the words "See Annexure 'A'" (or as the case may be attached)". Annexure sheets should be dated, signed by the persons signing this document and be pinned to this form.
2. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document.

FEEs (office use)	\$	c
	23	-

Parties <sup>1981 NOV 6 AM 9:49</sup> SHIRE OF BOORDIN & ZUKS

Lodged by Keall Brinsden & Co.,  
 Address 150 St George's Terrace,  
 PERTH, W.A. 6000.  
 Phone No. 321.8531  
 2:NMCK 25180

Use this space for instruction if any documents are to issue to other than lodging party.

Agreements, Duplicates, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- 1 Dup. Caveat Agreement
- 2
- 3
- 4
- 5
- 6

Received items

No's

Rec. Clerk

BELOW THIS LINE FOR OFFICE USE ONLY.

Lodged *6th November 1981*  
 at *9.49* o'clock and  
 particulars entered in the Register Book.

Endorsing instruction.

*2 notices*

Initials of Signing Officer.

*kb*

*Hamison*

REGISTRAR OF TITLES

EXAMINED.

*f*

195 BV 2



### 9.3.4 Sale of Land for Recovery of Outstanding Rates

File Reference: 3.0024  
Applicant: Nil  
Disclosure of Interest: Nil  
Author: Finance Officer – Rates and Accounts Receivable  
Attachments: Nil

#### Summary

To seek the endorsement of Council to proceed with the sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington, in order to recover unpaid rates with arrears exceeding more than three years.

#### Background

The vacant residential block at 4 Wattle Link Boddington, was purchased by the current owner on 17 March 2014. The last time the rates balance was at \$0.00 was 30 April 2015. The debt collection process started in 2016, at which time, the Shire received payment of \$898.00 on 5 July 2016. This was then followed with a payment of \$58.00 on 4 August 2016. Since then there has been no further payment made.

The Shire recommenced legal action in 2020 after rates and service charges remained unpaid, however, with the handing down of the Local Government (COVID-19 response) Order 2020 (Order), all legal action for rates ceased. The debt collection process recommenced in January of 2023, after the relaxation of the Order in June 2022.

Since the debt collection process has recommenced, the Shire of Boddington has sent Annual and Final Notices, sent reminder letters to the last known postal address and sent emails to the address held on file. To date no response or attempt to pay the debt has been forthcoming.

AMPAC have dealt with this property in each instance and have used the following methods to recover the outstanding debt with no success:

- Early Reminder Email;
- Early Reminder Letter;
- Demand Email;
- Letter of Demand;
- Final Demand;
- Property Search;
- ASIC Current Extract; and
- ASIC Historical Extract

#### Comment

As the account has now been outstanding for in excess of 5 years (2016/2017 – 2022/2023), and there have been numerous attempts to contact/locate the owner, the Shire is able to recover the rates under section 6.64(1)(b) of the Local Government Act 1995.

The Shire has made reasonable and ongoing efforts to contact/locate the owner, but this has proven difficult due to the owner being a deregistered company. No other mechanisms are available at the Shire's discretion to recover the outstanding rates.

It is therefore proposed to commence action to sell the property to recover the outstanding rates balance.

### Consultation

- AMPAC
- Ratepayer
- ASIC
- Palisade Corporate Law
- Mercer Bryant – Sales and Property Manager

### 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 6.64 (1) (b)

(1) If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —

- (a) From time to time lease the land; or
- (b) Sell the land; or
- (c) Cause the land to be transferred to the Crown; or
- (d) Cause the land to be transferred to itself.

Local Government Act 1995 – Section 6.68 (2) (b)

(2) A local government is not required to attempt under section 6.56 to recover money due to it before exercising the power of sale where the local government —

- (a) Has a reasonable belief that the cost of the proceedings under that section will equal or exceed the value of the land; or
- (b) Having made reasonable efforts to locate the owner of the property is unable to do so.

### Policy Implications

Delegation 1.1.28 Recovery of Rates Debts – Actions to Take Possession of the Land

The Chief Executive Officer has delegated authority to take possession of land, where rates remain unpaid rates for at least three years, including the sale of land. The delegation must be exercised in accordance with the Local Government Act 1995- Section 6.64 and Section 6.68.

Ordinarily, given the delegation, this process would not be presented to Council for decision, however, given the cessation in rates recovery processes due to Covid-19, a Council decision is sought to establish a precedent for future recovery action as a part of ordinary operational process.

### Financial Implications

The total outstanding amount as at 05 May 2023 is \$10,314.51, which is accruing interest daily at 7%. The legal fees associated if the Shire goes ahead with the sale is approximately \$ 9,500.

In accordance with advice received from the local Sales and Property Manager the land may sell for approximately \$38,000. All legal fees will be recovered at the time of sale.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	If the Shire chooses not to approve the Sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington, it will negatively impact the outstanding rates debtor balance as rates and service charges will continue accrue on the rates account.
Risk Rating (prior to treatment or control)	High/Moderate
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Approve the Sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington under section 6.64 of the Local Government Act 1995, which has outstanding rates in excess of three years and recover the outstanding debt through the sale of a property, on the basis of section 6.68(2)(b) of the Local Government Act 1995 (referred above).
2. Not proceed with the Sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington, which has outstanding rates in excess of three years.
3. Postpone the Sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington, which has outstanding rates in excess of three years.

Voting Requirements

Simple Majority

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 57/23**

**Moved: Cr C Erasmus**

**That Council:**

- 1. Resolve to proceed with the Sale of Lot 32 on Deposited Plan 58533, 4 Wattle Link, Boddington under section 6.64 of the Local Government Act 1995, which has outstanding rates in excess of three years, and recover the outstanding debt through the sale of a property, on the basis of section 6.68(2)(b) of the Local Government Act 1995.**
- 2. Approve the Chief Executive Officer to act on Council's behalf, or to authorise an agent, to sign a contract of sale.**

**Seconded: Cr I Webster**

**Carried: 6/0**

## 9.4 COMMUNITY AND ECONOMIC DEVELOPMENT

### 9.4.1 Boddington Playgroup Electricity

File Reference: 3.0016  
Applicant: Boddington Playgroup  
Disclosure of Interest: Nil  
Author: Coordinator Community and Economic Development  
Attachments: Nil

#### Summary

Council is requested to consider the request from Boddington Playgroup to subsidise a portion of their electricity costs.

#### Background

The Boddington Playgroup has leased 13 Hakea Road from South32 Worsley Alumina since 2010. In 2017 there was a 3 year agreement whereby the Shire agreed to pay expenses incurred by the Playgroup on the following basis:

- 2017-18 FY – electricity costs
- 2018-19 FY – electricity and water costs
- 2019-20 FY – electricity, water and gardening costs

While the initial agreement period has concluded, the Shire has continued to pay the cost of electricity for Boddington Playgroup during 2020-21, 2021-22 and to this point in 2022-23. Recently, the Shire Administration has been in contact with the Boddington Playgroup about their capacity to be responsible for the electricity charges, and the Boddington Playgroup has requested the Shire to continue to subsidise their electricity costs.

Below is a summary of the Boddington Playgroup's historical electricity usage:

Date	Amount
31 January 2023	\$545.15
23 November 2022	\$257.73
23 September 2022	\$284.93
26 July 2022	\$218.55
30 May 2022	\$329.71
29 March 2022	\$207.83
21 January 2022	\$214.81
19 November 2021	\$197.37
22 September 2021	\$356.93
23 July 2021	\$199.51
25 May 2021	\$197.62
23 March 2021	\$284.02
21 January 2021	\$197.16

The Boddington Playgroup aspires to provide a fun, and safe environment for 0-5 year old children, as well as for parents to connect and learn how to support the wellbeing of their children. Sessions are run on Tuesday and Thursday from 9.30am – 12pm.

Currently there are six financial members, though the Boddington Playgroup intends to encourage a further 22 non-financial participants to join as members. Members pay \$135 a year, of which \$35 is a Playgroup WA fee and \$100 contributes to operational expenditure for

the Boddington Playgroup. A casual fee of \$5 per session is also available for non-financial participants.

The Boddington Playgroup generates \$3,000 in fundraising from the biannual High Tea to replace equipment reaching end of life.

### Comment

It is recognised participation in the Boddington Playgroup contributes to an individual's mental and physical wellbeing, as well as the development of strong networks and support structures within the community, alongside the other community groups and organisations servicing Early Years in Boddington. The Boddington Playgroup is a member organisation of the Boddington Early Year's Network alongside the Shire (Library and Early Learning Centre), Boddington Family Support Group, Boddington District High School and Boddington Hospital, in delivering projects and programs for families with young children.

On this occasion it is acknowledged there is a need to transition from the Shire funding the Boddington Playgroup's entire electricity costs to a lesser amount over a period of time. Engagement with Boddington Playgroup has determined they have capacity to pay 25% of electricity costs. It is proposed for the Shire to enter into a new agreement for a further 3 year period whereby the Boddington Playgroup begins to assume responsibility for a portion of electricity costs (25%), while the Shire continues to offer financial support at a lesser amount (75%) than previously provided. This will empower the Boddington Playgroup to factor electricity costs into their operating expenditure over a period of time, as well as to be a sustainable approach to avoid the Boddington Playgroup incurring immediate consequence to their operations.

A cap on the contribution of \$400 per billing cycle is proposed, to ensure the Shire is not exposed to excessive electricity use.

### Consultation

Consultation has occurred with the Boddington Playgroup.

### Strategic Implications

Performance Area	People
Outcome	3. An inclusive and supportive community
Objective	3.1 3.1. Address the needs of families, children and young people

### Legislative Implications

Nil

### Policy Implications

Nil

### Financial Implications

The proposed reduction from 100% payment of utility costs, to a 75% contribution, will have a small positive financial impact.

### Economic Implications

Nil

Social Implications

Participation in early years activities contributes to an individual's mental and physical wellbeing, as well as the development of strong networks and support structures within the community.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The primary risk of approving the application is the precedent set from funding operational expenditure for community groups.
Risk Rating (prior to treatment or control)	Minor
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Approve the request to subsidise 75% of electricity costs for the Boddington Playgroup next three years.
2. Approve the request for a lesser amount.
3. Approve the request for a lesser duration.
4. Reject the request to subsidise electricity costs for the Boddington Playgroup.

Voting Requirements

Simple Majority

Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 58/23**

**Moved: Cr L Lewis**

**That Council approve the Boddington Playgroup's request to subsidise 75% of electricity costs to a maximum of \$400 per billing period, for the next three years commencing June 2023.**

**Seconded: Cr C Erasmus**

**Carried: 6/0**

## 9.5 WORKS AND 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

**COUNCIL RESOLUTION: 59/23**

**Moved: Cr I Webster**

That, in accordance with Section 5.23(2)(c) of the Local Government Act 1995, which permits the meeting to be closed to the public for business relating to the following: (c) as Council is about to deal with a contract entered into, or which may be entered into by the local government and which relates to a matter discussed at the meeting, Council declares the meeting closed to the public.

**Seconded: Cr C Erasmus**

**Carried: 6/0**

**Cr C Erasmus declared a financial interest in the following confidential items 12.1 Boddington Medical Services and left Council Chambers at 6.03pm.**

### 12.1 Boddington Medical Services

File Reference: 3.000654  
Applicant: Nil  
Disclosure of Interest: Nil  
Author: Chief Executive Officer  
Attachments: Nil

#### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 60/23**

**Moved: Cr I Webster**

That Council approves in-principle, an ongoing incentive package to be offered for General Practitioner Services in Boddington, in accordance with Table 1, in the body of this item.

**Seconded: Cr L Lewis**

**Carried: 5/0**

**COUNCIL RESOLUTION: 61/23**

**Moved: Cr I Webster**

That Council re-opens the meeting to members of the public 6.24pm.

**Seconded: Cr A Ryley**

**Carried: 5/0**



**13. CLOSURE OF MEETING**

There being no further business, Cr Garry Ventris, Shire President, declared the meeting closed at 6.24pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 25 May 2023.

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GARRY VENTRIS  
(Shire President)