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AGENDA

**For The
Ordinary Meeting of Council**

**Held On
Thursday 23 November 2023
At 5:30pm**

Council Chambers
39 Bannister Rd, Boddington

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1. DECLARATION OF OPENING

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

2.2 Apologies

2.3 Leave of Absence

3. DISCLOSURES OF INTEREST

4. PUBLIC QUESTION TIME

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

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

6. CONFIRMATION OF MINUTES

That the minutes of the Ordinary Council Meeting held on Thursday 26 October 2023 be confirmed as a true record of proceedings.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

8. RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES

9. REPORTS OF OFFICERS

9.1 DEVELOPMENT SERVICES

9.1.1 Proposed Shire of Boddington Bush Fire Brigades Local Law

File Reference:	2.00245
Applicant:	Shire of Boddington
Disclosure of Interest:	Nil
Author:	Executive Manager Development Services
Attachments:	9.1.1A Draft Shire of Boddington Bush Fire Brigades Local Law

Summary

It is proposed to make a Shire of Boddington Bush Fire Brigades Local Law (Attachment 9.1.1A). Section 43 of the *Bush Fires Act 1954* requires local governments that have brigades to also have a local law.

A draft local law was adopted by Council at its meeting held on 24 August 2023 (item 9.1.1 refers), advertised for public comments and copies sent to the Ministers for Local Government and Emergency Services. Subject to a number of minor amendments it may now be made.

If adopted by Council, the local law will come into effect 14 days after publication in the Government Gazette.

Background

The Shire has volunteer bush fire brigades but until now no corresponding local law. Section 43 of the Bush Fires Act 1954 (the Act) provides that a local government which establishes a bush fire brigade shall by its local laws:

... provide for the appointment or election of a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as may be necessary as officers of the bush fire brigade, and prescribe their respective duties.

There are also a number of areas in the Act where a local government may make local laws, which were listed in the report to Council at its meeting held on 24 August 2023.

Council adopted a draft *Shire of Boddington Bush Fire Brigades Local Law*, based on a model developed by the WA Local Government Association. Copies of the draft local law were sent to the Ministers for Local Government and Emergency Services and it was advertised for comment from the public.

Comment

Use of a mechanism such as a local law to set out the activities of volunteers is not ideal. Local laws are regulatory mechanisms and usually set out requirements in terms of behaviour or use of facilities or property, a breach of which can result in a notice to comply, modified penalty (on the spot fine) or prosecution.

Until the Bush Fires Act is updated however, as the Shire has volunteer brigades it needs a local law.

Subject to a number of minor changes shown 'marked' on the attached copy of the local law it may now be made under s3.12(5) of the Local Government Act 1995.

Consultation

Section 62 of the *Bush Fires Act 1954* provides that a local government may make local laws using the process set out in section 3.12 of the *Local Government Act 1995*. Amongst other things, this requires a local government to give local public notice stating that it proposes to make a local law, the purpose and effect of which is summarised in the notice for a period of 6 weeks after it first appears.

The draft local law was therefore advertised in the West Australian, placed on public notice boards at the library and administration, via the Shire website and copies sent to the Minister for Local Government and Minister for Emergency Services.

The comment period closed on 23 October 2023. No comments were received from the public, but the WA Department of Fire and Emergency Services provided comment on behalf of their Minister as follows (Attachment 2):

Comment	Response
<p>The <i>Fire Brigades Regulations 1943</i> (WA) stipulate eligibility criteria for volunteer brigades formed under the <i>Fire Brigades Act 1954</i> (WA). Reg 159C provides for eligibility of probationary members from 16 years if they have parental/ guardian consent and the brigades captain is satisfied that the prospective member is able to perform the requisite duties. As a matter of policy, the Shire may wish to consider adding these protective mechanisms for prospective members between 16 and 18 years.</p>	<p>The Regulation overrides any provisions that may be contained in a local law, and while no change to the draft local law is considered necessary, a text box can be added to versions of the local law used for administrative purposes to draw attention to this provision.</p>
<p>Section 41 of the BF Act provides that a local government may, in accordance with its local laws equip each bushfire brigade (BFB) with appliances, equipment and apparatus. The proposed local law provides at 6.1, that funding for the provision of appliances, equipment and clothing is to be provided pursuant to local government policy. The City (<i>sic</i>) may wish to seek independent advice as to whether the local law, as currently drafted satisfies the requirements of section 41.</p>	<p>The local law is a model developed by the WA Local Government Association for local governments.</p> <p>S41 provides that a local government 'may' provide equipment etc. Clause 6.1 of the draft local law simply sets out how the Shire goes about providing equipment, who is to maintain it, how often it is to be checked and by who, and so on.</p> <p>No change to the draft local law is considered necessary.</p>
<p>Section 43 of the BF Act provides that a local government which establishes a BFB shall, by its local laws, provide for the appointment or election of a captain, first lieutenant, second lieutenant, and such additional lieutenants as may be necessary, and prescribe their respective duties. The proposed local law provides for the appointment of officers at 2.2, and the duties of the Captain set out in the First Schedule rules at 3.2 but not the duties of lieutenant/s. The City (<i>sic</i>) may wish to seek independent</p>	<p>As noted above, the local law is a model developed by WALGA. The WA Parliamentary Joint Standing Committee on Delegated Legislation (JSCDL) which reviews local laws on behalf of Parliament has advised that it will not consider any BFB local laws other than WALGA models as satisfactory.</p> <p>That said, a minor amendment to item to provide that the duties of first and second lieutenants are to act in the absence of, or as</p>

Comment	Response
advice as to whether the local law, as currently drafted satisfies the requirements of section 43.	directed by the Captain or first lieutenant may assist.
The Shire may wish to consider the decision of the JSCDL in <i>Report 16: City of Rockingham Bush Fire Control and Bush Fire Brigades Amendment Local Law 2018</i> (published June 2019) and its findings	As noted above, the proposed local law is based on a model developed by WALGA. 'Report 16' is not relevant in this instance.

Similarly the WA Department of Local Government, Sport and Cultural Industries made the following comments on behalf of the Minister:

Comment	Response
<p>1. Local law partially made under other legislation – Bush Fires Act</p> <p>The Department notes that this local law is made under the Bush Fires Act 1954, in addition to the Local Government Act 1995.</p> <p>Accordingly, the Shire should ensure that it has sent a draft of the local law to the Minister for Emergency Services. If the Minister does not receive a copy, the local law's validity may be affected.</p>	<p>A copy of the draft local law was sent to the Minister for Emergency Services. As noted above, the WA Department of Fire and Emergency Services provided comments on the Ministers behalf.</p>
<p>2. Public notice</p> <p>The Shire has provided sufficient evidence of public notice as required by the local law checklist. However, the Shire should be aware that the Act requires several kinds of notice to be issued in order for "local public notice" to have occurred (e.g. notice on website). The Shire should ensure that these additional elements have also been met.</p>	<p>Public notice as required by s3.12 of the Act was given as listed in this report.</p>
<p>3. Minor Edits</p> <p>The following minor edits are suggested:</p> <ul style="list-style-type: none"> • Replace all instances of "shall" with "must" • It is suggested that the local law should include a commencement clause stating the day that the local law will come into legal operation. The standard format is as follows: <i>1.4 Commencement</i> <i>'This local law comes into operation 14 days after the date of its publication in the Government Gazette.'</i> • The Table of Contents identifies "1.3 Repeal", suggest this be removed as there is not repeal clause in the local law. Alternatively, if the Shire is intending to repeal any previous local laws, an appropriate clause should be included. • Clause 1.1 - change the citation to italics. • Clause 1.2 Definitions - it is suggested that "Schedule" be defined in the local law. While this term isn't essential it will assist readers and reduce the possibility of misinterpretation. • First Schedule - clause 1.1(2) - change "[insert name of local government] Bush Fire Brigades 	<p>Agreed.</p> <p>The edits are shown 'marked' on the attached copy of the draft local law and are considered minor.</p>

Comment	Response
Local Law” to “Shire of Boddington Bush Fire Brigade Local Law 2023”	

Strategic Implications

Performance area People
 Outcome 1 A Safe Community
 Objective 1.1 Play our role in promoting a safe community.

Performance area 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 laws are made using the process set out in s3.12 of the Act.

Policy Implications

Fire Control Review Policy
 Bush Firefighter (Minimum Training Standards)

Financial Implications

There are costs associated with the drafting, advertising and Gazettal of the proposed local law.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The Shire of Boddington Bush Fire Brigades registrations and memberships may be found to be invalid due to the absence of a Bush Fire Brigade Local Law.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Compliance
Risk Action Plan (controls or treatment proposed)	Adopt a Bush Fire Brigade Local Law.

Options

There are no other options available to the Shire given the requirements of the Bush Fires Act. The Shire has brigades and must make a local law.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

- 1. In accordance with section 3.12(4) of the Local Government Act 1995, adopts the *Shire of Boddington Bush Fire Brigades Local Law*, subject to minor amendments shown 'marked' on the copy attached to the agenda of the meeting, deletion of text boxes, page numbers in the index and notes in the version to be officially Gazetted.**
- 2. In accordance with s3.12(5) of the Local Government Act 1995 the local law be published in the Government Gazette and a copy sent to the Ministers for Local Government and Emergency Services.**
- 3. In accordance with s3.12(6) of the Local Government Act 1995, after Gazettal local public notice be given:**
 - a. Stating the title of the local law;**
 - b. Summarising the purpose and effect of the local law and specifying the day on which it comes into operation; and**
 - c. Advising that copies of the local law may be inspected or obtained from the Shire offices.**
- 4. In accordance with the Local Laws Explanatory Memoranda Directions as issued by the Minister for Local Government on 12 November 2010, a copy of the local law and a duly completed explanatory memorandum signed by the Shire President and Chief Executive Officer be sent to the Western Australian Parliamentary Joint Standing Committee on Delegated Legislation.**

**SHIRE OF BODDINGTON
BUSH FIRE BRIGADES LOCAL LAW 2023**

BUSH FIRES ACT 1954

LOCAL GOVERNMENT ACT 1995

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**BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995**

Shire of Boddington

BUSH FIRE BRIGADES LOCAL LAW 2023

Under the powers conferred by the *Bush Fires Act 1954* and under all other powers enabling it, the Council of the Shire of Boddington resolved on [insert date] to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Boddington Bush Fire Brigades Local Law 2023*.

1.2 Definitions

(1) In this local law unless the context otherwise requires –

“**Act**” means the *Bush Fires Act 1954*;

“**brigade area**” is defined in clause 2.2(1) (b);

“**brigade member**” means a fire fighting member, associate member or a cadet member of a bush fire brigade;

“**brigade officer**” means a person holding a position referred to in clause 2.2 (1)(c), whether or not he or she was appointed by the local government or elected at an annual general meeting of a bush fire brigade or otherwise appointed to the position;

“**bush fire brigade**” is defined in section 7 of the Act;

“**Bush Fire Operating Procedures**” means the Bush Fire Operating Procedures adopted by the local government as amended from time to time;

“**CEO**” means the chief executive officer of the Shire of Boddington;

“**Council**” means the Council of the local government;

“**Department**” means the Department of Fire and Emergency Services of Western Australia;

“**fire fighting member**” is defined in clause 4.2;

“**local government**” means the Shire of Boddington;

“**Regulations**” means Regulations made under the Act;

“**Rules**” means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule as varied from time to time under clause 2.5; and

“Schedule’ means a Schedule to this local law.

- (2) In this local law, unless the context otherwise requires, a reference to –
- (a) a Captain;
 - (b) a First Lieutenant;
 - (c) a Second Lieutenant;
 - (d) any additional Lieutenants;
 - (e) an Equipment Officer;
 - (f) a Secretary.
 - (g) a Treasurer; or
 - (h) a Secretary / Treasurer combined,

means a person holding that position in a bush fire brigade.

1.3 Application

This local law applies throughout the district.

1.4 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES

Division 1 – Establishment of a bush fire brigade

2.1 Establishment of a bush fire brigade

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.
- (2) A bush fire brigade is established on the date of the local government’s decision under subclause (1).

2.2 Name and officers of bush fire brigade

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to –
 - (a) give a name to the bush fire brigade;
 - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities (the “**brigade area**”); and
 - (c) appoint –
 - (i) a Captain;
 - (ii) a First Lieutenant;
 - (iii) a Second Lieutenant;
 - (iv) additional Lieutenants if the local government considers it necessary;
 - (v) an Equipment Officer;

- (vi) a Secretary; and
 - (vii) a Treasurer; or
 - (viii) a Secretary/Treasurer combined.
- (2) When considering the appointment of persons to the positions in subclause (1) (c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
 - (3) A person appointed to a position in subclause (1) (c) is to be taken to be a brigade member.
 - (4) The appointments referred to in subclause (1) (c) expire at the completion of the first annual general meeting of the bush fire brigade.
 - (5) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting, then the local government is to appoint a person to fill the vacancy in accordance with subclause (2)

Division 2 – Command at a fire

2.3 Ranks within the bush fire brigade

- (1) Where under the Act and Bush Fire Operating Procedures members of the bush fire brigade have command of a fire, unless a bushfire control officer is in attendance at the fire, the Captain has full control over other persons fighting the fire, and is to issue instructions as to the methods to be adopted by the firefighters. In the absence of the Captain, the first Lieutenant, and in the absence of the first, the second Lieutenant and so on, in the order of seniority determined, is to exercise all the powers and duties of the Captain.
- (2) Where a bushfire control officer is in attendance at a fire which the members of the bush fire brigade have command of under the Act and the Bush Fire Operating Procedures, the most senior bushfire control officer has full control over other persons fighting the fire and is to issue instructions as to the methods to be adopted by the fire fighters.

Division 3 – Application of Rules to a bush fire brigade

2.4 Rules

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules.

Division 4 – Transitional

2.5 Existing Bush Fire Brigades

- (1) Where a local government has established a bush fire brigade prior to the commencement date, then on and from the commencement day –
 - (a) the bush fire brigade is to be taken to be a bush fire brigade established under and in accordance with this local law;
 - (b) the provisions of this local law apply to the bush fire brigade save for clause 2.2; and
 - (c) any rules governing the operation of the bush fire brigade are to be taken to have been repealed and substituted with the Rules.
- (2) In this clause –

“commencement day” means the day on which this local law comes into operation.

Division 5 – Dissolution of bush fire brigade

2.6 Dissolution of bush fire brigade

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, the Bush Fire Operating Procedures or the Rules, or is not achieving the objectives for which it was established.

2.7 New arrangement after dissolution

If a local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the brigade area.

PART 3 - ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES

Division 1 – Local government responsibility

3.1 Local government responsible for structure

The Council is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

3.2 Officers to be supplied with Act

The local government is to supply each brigade officer with a copy of the Act, the Regulations, the Bush Fire Operating Procedures, this local law and any other written laws which may be relevant to the performance of the brigade officers' functions, and any amendments which are made thereto from time to time.

Division 2 – Chief Bush Fire Control Officer

3.3 Managerial role of Chief Bush Fire Control Officer

Subject to any directions by the local government the Chief Bush Fire Control Officer has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

3.4 Chief Bush Fire Control Officer may attend meetings

The Chief Bush Fire Control Officer or her or his nominee (who is to be a bush fire control officer) may attend as a non-voting representative of the local government at any meeting of a bush fire brigade.

3.5 Duties of Chief Bush Fire Control Officer

The duties of the Chief Bush Fire Control Officer include –

- (a) provide leadership to volunteer bush fire brigades;
- (b) monitor bush fire brigades' resourcing, equipment (including protective clothing) and training levels and report thereon with recommendations at least once a year to the local government;
- (c) liaise with the local government concerning fire prevention / suppression matters generally and directions to be issued by the local government to bush fire control officers (including those who issue permits to burn) bush fire brigades or brigade officers;
- (d) ensure that bush fire brigades are registered with the local government and that lists of brigade members are maintained.

Division 3 – Annual general meetings of bush fire brigades

3.6 Holding of annual general meeting

A bush fire brigade is to hold its annual general meeting by the end of June each year.

3.7 Nomination of bush fire control officers to Bush Fire Advisory Committee

At the annual general meeting of a bush fire brigade, one brigade member is to be nominated to the Bush Fire Advisory Committee to serve as the bush fire control officer for the brigade area until the next general meeting.

3.8 Nomination of bush fire control officer to the local government

If the local government has not established a Bush Fire Advisory Committee, then at the annual general meeting of a bush fire brigade, the bush fire brigade is to nominate one brigade member to the local government to serve as the bush fire control officer for the brigade area until the next annual general meeting.

3.9 Minutes to be tabled before the Bush Fire Advisory Committee

- (1) The Secretary is to forward a copy of the minutes of the annual general meeting of a bush fire brigade to the Chief Bush Fire Control Officer within one month after the meeting.
- (2) The Chief Bush Fire Control Officer is to table the minutes of a bush fire brigade's annual general meeting at the next meeting of the –
 - (a) Bush Fire Advisory Committee; or
 - (b) Council, if there is no Bush Fire Advisory Committee,following their receipt under subclause (1).

Division 4 – Bush Fire Advisory Committee

3.10 Functions of Advisory Committee

The Bush Fire Advisory Committee is to have the functions set out in section 67 of the Act and is to include such number of nominees of the bush fire brigades as is determined by the local government.

3.11 Advisory Committee to nominate bush fire control officers

As soon as practicable after the annual general meeting of each bush fire brigade in the district, the Bush Fire Advisory Committee is to nominate to the local government from the persons nominated by each bush fire brigade a person for the position of a bush fire control officer for the brigade area.

3.12 Local government to have regard to nominees

When considering persons for the position of a bush fire control officer, the local government is to have regard to those persons nominated by the Bush Fire Advisory Committee, but is not bound to appoint the persons nominated.

3.13 Advisory Committee to consider bush fire brigade motions

The Bush Fire Advisory Committee is to make recommendations to the local government on all motions received by the Bush Fire Advisory Committee from bush fire brigades.

PART 4 – TYPES OF BUSH FIRE BRIGADE MEMBERSHIP

4.1. Types of membership of bush fire brigade

The membership of a bush fire brigade consists of the following –

- (a) fire fighting members;
- (b) associate members;
- (c) cadet members; and
- (d) honorary life members.

4.2 Fire fighting members

Fire fighting members are those persons being at least 16 years of age who undertake all normal bush fire brigade activities.

4.3 Associate members

Associate members are those persons who are willing to supply free vehicular transport for fire fighting members or fire fighting equipment, or who are prepared to render other assistance required by the bush fire brigade.

4.4 Cadet members

Cadet members are –

- (a) to be aged 11 to 15 years;
- (b) to be admitted to membership only with the consent of their parent or guardian;
- (c) admitted for the purpose of training and are not to attend or be in attendance at an uncontrolled fire or other emergency incident;
- (d) to be supervised by a fire fighting member when undertaking normal brigade activities as defined by paragraphs (c), (d), (e), (f) and (g) of section 35A of the Act;
- (e) ineligible to vote at bush fire brigade meetings;
- (f) not to be assigned ranks under the Department's rank structure.

4.5 Honorary life member

- (1) The bush fire brigade may by a simple majority resolution appoint a person as an honorary life member in recognition of services by that person to the bush fire brigade.
- (2) No membership fees are to be payable by an honorary life member.

4.6 Notification of membership

No later than 30 June in each year, the bush fire brigade is to report to the Chief Fire Control Officer the name, contact details and type of membership of each brigade member.

PART 5 – APPOINTMENT DISMISSAL AND MANAGEMENT OF MEMBERS

5.1 Rules to govern

The appointment, dismissal and management of brigade members by the bush fire brigade are governed by the Rules.

PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES

6.1 Policies of local government

The local government may make policies under which it –

- (a) provides funding to bush fire brigades for the purchase of protective clothing, equipment and appliances; and
- (b) keeps bush fire brigades informed of opportunities for funding from other bodies.

6.2 Equipment in brigade area

Not later than 31 May in each year, the bush fire brigade is to report to the local government the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the brigade area (or at a station of the bush fire brigade).

6.3 Funding from local government budget

A request to the local government from the bush fire brigade for funding of protective clothing, equipment or appliance needs is to be received by the local government by 31 May in order to be considered in the next following local government budget, and is to be accompanied by the last audited financial statement and a current statement of assets and liabilities of the bush fire brigade.

6.4 Consideration in the local government budget

The local government may approve or refuse an application for funding depending upon the assessment of budget priorities for the year in question.

FIRST SCHEDULE

RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

PART 1 - PRELIMINARY

1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires –
 - “**absolute majority**” means a majority of more than 50% of the number of:
 - (a) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
 - (b) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.
 - “**Committee**” means the Committee of the bush fire brigade;
 - “**local law**” means the *Shire of Boddington Bush Fire Brigade Local Law 2023*; and
 - “**normal brigade activities**” is defined by section 35A of the Act
- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

2.1 Objects of bush fire brigade

The objects of the bush fire brigade are to carry out –

- (a) the normal brigade activities; and
- (b) the functions of the bush fire brigade which are specified in the Act, the Regulations and the local law.

2.2 Committee to determine applications

Applications for membership are to be determined by the Committee.

2.3 Conditions of membership

In relation to any type of membership, as described in Part 4 of the local law, the bush fire brigade may establish policies pertaining to –

- (a) the qualifications required;
- (b) fees payable, if any;
- (c) a requirement to serve a probationary period;

- (d) procedures to be employed by the Committee prior to approval of an application for membership,
and the Committee is to act within the parameters of any such policy in determining applications for membership.

2.4 Applications for membership

An application for membership is to be in writing and is to be submitted to the Secretary and in the case of –

- (a) an application for firefighting membership is to be accompanied by a completed form in the form of that in Appendix I.
- (b) an application for associate membership is to be accompanied by a completed form in the form of that in Appendix II.
- (c) an application for cadet membership is to be accompanied by a completed form in the form of that in Appendix III.

2.5 Decision on application for membership

- (1) The Committee may –
 - (a) approve an application for membership unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for membership.
- (2) If the Committee refuses to approve an application for membership, it is to give written reasons for the refusal, as soon as practicable after the decision is made, to the applicant and the advice that the applicant has the right to object to the local government.

2.6 Termination of membership

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

2.7 Suspension of membership

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

2.8 Existing liabilities to continue

- (1) The resignation, or dismissal of a member under clause 2.6 does not affect any liability of the brigade member arising prior to the date of resignation or dismissal.

2.9 Member has right of defence

A brigade member is not to be dismissed under clause 2.6(1) (d) without being given the opportunity to meet with the Committee and answer any charges which might give grounds for dismissal.

2.10 Objection Rights

A person whose -

- (a) application for membership is refused under clause 2.5(1)(b);
- (b) membership is terminated under clause 2.6(1)(c), clause 2.6(1)(d) or clause 2.7(3)(b); or
- (c) membership is suspended under clause 2.7(1) or clause 2.7(3)(a),

has the right of objection to the local government which may dispose of the objection by –

- (a) dismissing the objection;
- (b) varying the decision objected to; or
- (c) revoking the decision objected to, with or without –
 - (i) substituting for it another decision; or
 - (ii) referring the matter, with or without directions, for another decision by the Committee.

PART 3 – FUNCTIONS OF BRIGADE OFFICERS

3.1 Chain of command during fire fighting activities

Subject to the Act and the local law, the command procedures to apply during fire fighting activities are as detailed in the local government's Bush Fire Operating Procedures.

3.2 Duties of Captain

- (1) Subject to subclause (2) below, the Captain is to preside at all meetings.
- (2) In the absence of the Captain, the meeting may elect another person to preside at the meeting.

3.3 Secretary

- (1) The Secretary is to –
 - (a) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book which must be open for inspection by brigade members at any reasonable time;
 - (b) answer all correspondence or direct it appropriately, and keep a record of the same;
 - (c) prepare and send out all necessary notices of meetings;
 - (d) receive membership fees, donations and other monies on behalf of the bush fire brigade, and remit them to the Treasurer upon receipt;
 - (e) complete and forward an incident report form in the form required by the Department to the Chief Bush Fire Control Officer, Local Government and the Department within 14 days after attendance by the bush fire brigade at an incident.

- (f) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership.
 - (g) provide no later than 31 May in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member.
- (2) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (1)(e) within 14 days after the last day of attendance.

3.4 Treasurer

The Treasurer is to –

- (a) receive donations and deposits from the Secretary, and deposit all monies to the credit of the bush fire brigade's bank account;
- (b) pay accounts as authorized by the Committee;
- (c) keep a record of all monies received and payments made, maintain the accounts and prepare the balance sheet for each financial year;
- (d) be the custodian of all monies of the bush fire brigade; and
- (e) regularly inform the Secretary of the names of those brigade members who have paid their membership fees.
- (f) report on the financial position at meetings of the bush fire brigade or Committee.

3.5 Equipment Officer

The Equipment Officer is responsible for the custody and maintenance in good order and condition of all protective clothing, equipment and appliances provided by the local government to the bush fire brigade (or of the bush fire brigade).

3.6 Storage of equipment

- (1) The Equipment Officer may store all of the equipment of the bush fire brigade at a place approved by the Captain (the "station").
- (2) If there is to be more than one station in the brigade area, the Equipment Officer is to appoint in respect of each station a person who is responsible for the custody and maintenance in good order and condition of all equipment and appliances at the station, subject to any direction of the Equipment Officer.

3.7 Equipment Officer to report

The Equipment Officer is to provide, no later than 31 May of each year, a report to the local government and bush fire brigade captain describing the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the bush fire brigade area (or at a station of the bush fire brigade).

PART 4 – COMMITTEE

4.1 Management of bush fire brigade

- (1) Subject to the provisions of these Rules, the administration and management of the affairs of the bush fire brigade are vested in the Committee.
- (2) Without limiting the generality of subclause (1), the Committee is to have the following functions –
 - (a) to recommend to the local government amendments to these Rules;
 - (b) to draft the annual budget for the bush fire brigade and present it at the annual general meeting of the bush fire brigade;
 - (c) to propose a motion for consideration at any meeting of the bush fire brigade;
 - (d) to recommend to the local government equipment which needs to be supplied by the local government to the bush fire brigade;
 - (e) to invest or place on deposit any of the funds of the bush fire brigade not immediately required to perform the normal brigade activities;
 - (f) to delegate to a person, as from time to time thought fit, any functions (being less than the total functions of the Committee) on any conditions it thinks fit;
 - (g) to do all things necessary or convenient in order to perform any of its functions and to secure the performance of the normal brigade activities by the bush fire brigade; and
 - (h) deal with membership applications, grievances, disputes and disciplinary matters.

4.2 Constitution of Committee

- (1) The Committee of the bush fire brigade is to consist of the brigade officers being the Captain, Secretary, Treasurer, Equipment Officer and the Lieutenants of the bush fire brigade.
- (2) The brigade officers are to -
 - (a) be elected at the annual general meeting of the bush fire brigade;
 - (b) hold office until the next annual general meeting; and
 - (c) be eligible for re-election at the next annual general meeting.
- (3) Any brigade officer may be removed from office by an absolute majority decision of the brigade members present in person or by proxy at a special meeting called for such a purpose.
- (4) The Committee may appoint a brigade member to fill a vacancy in any office arising from a resolution under subclause (3) or which has arisen for any other reason.

PART 5 – MEETINGS OF BUSH FIRE BRIGADE

5.1 Ordinary meetings

- (1) Ordinary meetings may be called at any time by the Secretary by giving at least 7 days notice to all brigade members and to the Chief Fire Control Officer, for the purpose of –
 - (a) organising and checking equipment;
 - (b) requisitioning new or replacement equipment;
 - (c) organising field excursions, training sessions, hazard reduction programs, and the preparation of fire-breaks;
 - (d) establishing new procedures in respect of any of the normal brigade activities; and
 - (e) dealing with any general business.

- (2) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (3) Business may be conducted at an ordinary meeting of the bush fire brigade notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

5.2 Special meetings

- (1) The Secretary is to call a special meeting when 5 or more brigade members request one in writing.
- (2) At least 2 days notice of a special meeting is to be given by the Secretary, to all brigade members and to the Chief Bush Fire Control Officer.
- (3) In a notice given under subclause (2) the Secretary is to specify the business which is to be conducted at the meeting.
- (4) No business is to be conducted at a special meeting beyond that specified in a notice given under subclause (2) in relation to that meeting.

5.3 Annual general meeting

- (1) At least 7 days notice of the annual general meeting is to be given by the Secretary to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to –
 - (a) elect the brigade officers from among the brigade members;
 - (b) consider the Captain's report on the year's activities;
 - (c) adopt the annual financial statements;
 - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and
 - (e) deal with any general business.
- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

5.4 Quorum

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of offices (whether vacant or not) of member of the bush fire brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

5.5 Voting

Each brigade member is to have one vote, however in the event of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

5.6 Auditor

- (1) At the annual general meeting a person, not being a brigade member, is to be appointed as the Auditor of the bush fire brigade for the ensuing financial year.
- (2) The Auditor is to audit the accounts of the bush fire brigade not less than 7 days before the annual general meeting and is to certify to their correctness or otherwise and present a report at the annual general meeting.

PART 6 – MEETINGS OF COMMITTEE

6.1 Meetings of Committee

- (1) The Committee is to meet for the despatch of business, adjourn and otherwise regulate its meeting as it thinks fit.
- (2) The Captain or Secretary may convene a meeting of the Committee at any time.

6.2 Quorum

No business is to be transacted at a meeting of the Committee unless a quorum of 3 brigade officers are present in person.

6.3 Voting

Each brigade officer is to have one vote, however in the case of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

PART 7 – GENERAL ADMINISTRATION MATTERS

7.1 Fees

- (1) The membership fees, if any, for each type of member for the ensuing 12 months are to be determined by the bush fire brigade at the annual general meeting.
- (2) Subject to subclause (3), a member is to pay the membership fees for her or his type of membership on or before 1 May.
- (3) The bush fire brigade may exempt a brigade member, or a class of membership, from the payment of membership fees, for such period and on such conditions as the bush fire brigade may determine.

7.2 Funds

The funds of the bush fire brigade are to be used solely for the purpose of promoting the objects of the bush fire brigade.

7.3 Financial year

The financial year of the bush fire brigade is to commence on 1 July and is to end on 30 June of the following year.

7.4 Banking

- (1) The funds of the bush fire brigade are to be placed in a bank account and are to be drawn on only by cheques signed jointly by any 2 of the Captain, Secretary or Treasurer.
- (2) If the Secretary/Treasurer is a combined position, the Captain and Secretary/Treasurer are to sign the cheques referred to in subclause (1).

7.5 Disclosure of interests

- (1) A brigade member must disclose to the bush fire brigade or Committee any financial interest (whether direct or indirect) he or she may have in any matter being considered by the bush fire brigade or Committee, as appropriate.
- (2) If a financial interest has been disclosed under subclause (1), then the bush fire brigade or Committee, as appropriate, is to decide, in the absence of the brigade member who disclosed that interest, whether or not the brigade member is to be permitted to vote on that matter.
- (3) Where the bush fire brigade or Committee, as appropriate, decides under subclause (2), that a brigade member is not to be permitted to vote on a matter, and the brigade member votes on the matter, then her or his vote is to be taken to have no effect and is not to be counted.

7.6 Disagreements

- (1) Any disagreement between brigade members may be referred to either the Captain or to the Committee.
- (2) Where a disagreement in subclause (1) is considered by the Captain or the Committee to be of importance to the interests of the bush fire brigade, then the Captain or the Committee, as the case may be, is to refer the disagreement to the annual general meeting, an ordinary meeting or a special meeting of the bush fire brigade.
- (3) The local government is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement which is not resolved under subclause (1) or (2).

PART 8 – NOTICES AND PROXIES

8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be –
 - (a) in writing;
 - (b) unless otherwise specified, given to or by the Secretary;
 - (c) given by –
 - (i) personal delivery;
 - (ii) post; or
 - (iii) email transmission;
 - (d) taken to have been received, as the case may be –
 - (i) at the time of personal delivery;
 - (ii) 2 business days after posting; or
 - (iii) on the date of the sender sends the notice as verified on their electronic device.

8.2 Proxies

- (1) Where under these Rules a brigade member may vote by proxy, in order for the proxy to so vote, the brigade member or the proxy must give a notice in the form of that appearing in this clause, to the Secretary or the person presiding at the meeting before the start of the meeting at which the proxy is to be used.
- (2) A proxy is to be valid for the meeting for which it is given and for any adjournments of that meeting.
- (3) A proxy must be valid for the number of votes to which the brigade member is entitled.
- (4) If the donor of the proxy does not give any indication of the manner in which the proxy is to vote, the proxy must be entitled to vote or not vote as he or she thinks fit.
- (5) A proxy must be entitled to speak on behalf of the donor of the proxy.
- (6) All forms appointing proxies deposited under subclause (1) are to be retained by the Secretary for not less than 28 days after the conclusion of the meeting to which they relate but if there is any objection to the validity of any vote at the meeting, they are to be retained until the determination of that objection.
- (7) The form appointing a proxy must be in writing and signed by the brigade member appointing the proxy and must be in or substantially in the form set out below -

“PROXY

[INSERT NAME] BUSH FIRE BRIGADE

**[ANNUAL] [EXTRAORDINARY] GENERAL MEETING
TO BE HELD ON [DATE]**

I, _____,
Being a brigade member appoint _____
to be my proxy and vote on my behalf at the meeting of
the bush fire brigade to be held on [insert date] and at any
adjournment of it. The proxy must vote as follows:

MOTION FOR AGAINST ABSTAIN

1.
2.

If there is no instruction to the proxy as to the way to vote,
the proxy must exercise her or his discretion as to how to
vote or whether to vote at all. In respect of any vote taken
at the meeting on a matter which does not appear on the
agenda, the proxy must exercise her or his discretion as to
the way he or she casts the vote or whether it is cast at all.

Date: _____

Signed: _____

NOTE: To be valid this proxy must be completed and
returned to the Secretary of the bush fire brigade (or the
presiding member) prior to the commencement of the
meeting for which the proxy is valid.

Dated this day of 20

APPENDIX I

APPLICATION FOR MEMBERSHIP - FIRE FIGHTING MEMBER

I make application to be a fire fighting member of the Bush Fire Brigade.

Applicant's Name

My private address is

.....

My business address is

.....

Usual Occupation

I can be contacted on:

Telephone No: (Home).....(Work)..... Mobile

Email:

CB Radio..... Channel..... Call Sign

If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable)

I hold a current driver's licence No Classes

.....

I declare that I am at least 16 years of age and in good health with no known medical conditions which might limit my capacity to fight fires.

I give these undertakings –

- (1) to promote the objects of the bush fire brigade as far as is in my power;
- (2) to be governed by the provisions of the *Bush Fires Act 1954* and the Regulations made under that Act, and the local law and policies of the Shire of Boddington relevant to fire control and bush fire brigades;
- (3) to use my best endeavours to give assistance in fire fighting measures when called upon and on such occasions to obey all orders and instructions issued by duly authorized officers of the bush fire brigade or the local government;
- (4) to comply with the Rules of the bush fire brigade.

Date

.....
Applicant's signature

Please list here any fire fighting equipment owned by you.

- 1.
- 2.
- 3.

<p>BUSH FIRE BRIGADE USE ONLY:</p> <p style="text-align: center;">APPROVED / DECLINED</p> <p>Signed:</p> <p style="text-align: center;">Brigade Captain</p>
--

APPENDIX II
APPLICATION FOR MEMBERSHIP - ASSOCIATE MEMBER

I make application to be an associate member of the Bush Fire Brigade.

(a) I am prepared to offer to transport fire fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type available for such purpose.

MDL No: Classes:

(b) I am prepared to offer my services in the following capacity:-

 (paragraph (a) or (b) above may be struck out if not applicable)

Applicant's Name

My private address is

My business address is

I can be contacted on:
 Telephone No:(Home) (Work).....Mobile
 Email:
 CB Radio: Channel Call Sign.....

- I give these undertakings –
- (1) to promote the objects of the bush fire brigade as far as is in my power;
 - (2) to be governed by the provisions of the *Bush Fires Act 1954* and any Regulations made under the Act and the local law and policies of the *[insert name of local government]* relevant to fire control and bush fire brigades;
 - (3) to use my best endeavours to assist in normal bush fire brigade activities as an associate member when called upon;
 - (4) to comply with the Rules of the bush fire brigade.

Date
 Applicant's signature

<p>BUSH FIRE BRIGADE USE ONLY:</p> <p style="font-size: 1.2em; margin: 10px 0;">APPROVED / DECLINED</p> <p>Signed:</p>

APPENDIX III
APPLICATION FOR MEMBERSHIP - CADET MEMBER

I make application to be a cadet member of the Bush Fire Brigade.

Applicant's Name

My private address is

I can be contacted on:

Telephone No: (Home) (Work)

Email:

CB Radio:Channel Call Sign

I declare that I am years of age and in good health.

Date of Birth:

I give these undertakings –

- (1) to promote the objects of the bush fire brigade as far as is in my power;
- (2) to be governed by the provisions of the *Bush Fires Act 1954* and the Regulations made under that Act, and the local law and policies of the *[insert name of local government]* relevant to the activities of cadet members;
- (3) to obey all orders and instructions issued by duly authorized officers of the bush fire brigade or the local government;
- (4) to comply with the Rules of the bush fire brigade.

Date

.....
Applicant's signature

PARENT / GUARDIAN CONSENT:

I being the parent/guardian of the above applicant, consent to him/her being a cadet member of the Bush Fire Brigade, in accordance with the rules applicable to cadet membership.

Signed

BUSH FIRE BRIGADE USE ONLY:

APPROVED / DECLINED

Signed:

Brigade Captain



Government of **Western Australia**
Department of **Fire & Emergency Services**



Our Ref: D27965;23/174025
Your Ref:

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

By email: shire@boddington.wa.gov.au

Dear Ms Burton,

SHIRE OF BODDINGTON PROPOSED BUSHFIRE BRIGADES (BFB) LOCAL LAW

I refer to your correspondence dated 31 August 2023 to the Minister for Emergency Services regarding the proposed Shire of Boddington *Bushfire Brigades Local Law* which has been referred to the Department of Fire and Emergency Services (DFES) for review and response.

Please find below comments for the Shire's consideration:

- The *Fire Brigades Regulations 1943 (WA)* stipulate eligibility criteria for volunteer brigades formed under the *Fire Brigades Act 1954 (WA)*. Regulation 159C provides for eligibility of probationary members from 16 years if they have parental / guardian consent and the brigade's captain is satisfied that the prospective member is able to perform the requisite duties. As a matter of policy, the Shire may wish to consider adding these protective mechanisms for prospective members aged between 16 to 18 years.
- Section 41 of the BF Act provides that a local government may, in accordance with its local laws, equip each bushfire brigade (BFB) with appliances, equipment and apparatus. The proposed local law provides, at 6.1, that funding for the provision of appliances, equipment and clothing is to be provided pursuant to local government policy. The City may wish to seek independent advice as to whether the local law, as currently drafted satisfies the requirements of section 41.
- Section 43 of the BF Act provides that a local government which establishes a BFB shall, by its local laws, provide for the appointment or election of a captain, first lieutenant, second lieutenant, and such additional lieutenants as may be necessary, and prescribe their respective duties. The proposed local law provides for appointment of officers at 2.2, and the duties of the Captain set out in the first schedule rules at 3.2, but not the duties of lieutenant/s. The City may wish to seek independent advice as to whether the local law, as currently drafted satisfies the requirements of section 43.
- The Shire may wish to consider the decision of the Joint Standing Committee of Delegated Legislation in *Report 16: City of Rockingham Bush Fire Control and Bush*

Fire Brigades Amendment Local Law 2018 (published June 2019)¹, and its findings in relation to the required content of BFB local laws.

I trust that this information is of assistance.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Darren Klemm', with a long horizontal stroke extending to the right.

**DARREN KLEMM AFSM
COMMISSIONER**

20 September 2023

¹ Joint Standing Committee on Delegated Legislation, [Report 16 City of Rockingham Bush Fire Control and Bush Fire Brigades Amendment Local Law 2018](#)

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Proposed Shire of Boddington Bush Fire brigades local law
Date: Thursday, 19 October 2023 4:55:46 PM
Attachments: [~WRD0000.jpg](#)
[image001.jpg](#)

Hi [REDACTED]

The Department's comments for the Shire's local law are provided below.

No major issues were identified, but some general and minor suggestions have been listed for consideration.

Bush Fire Brigade Local Law 2023

1. Local law partially made under other legislation – Bush Fires Act

The Department notes that this local law is made under the Bush Fires Act 1954, in addition to the Local Government Act 1995.

Accordingly, the Shire should ensure that it has sent a draft of the local law to the Minister for Emergency Services. If the Minister does not receive a copy, the local law's validity may be affected.

2. Public notice

The Shire has provided sufficient evidence of public notice as required by the local law checklist.

However, the Shire should be aware that the Act requires several kinds of notice to be issued in order for "local public notice" to have occurred (e.g. notice on website). The Shire should ensure that these additional elements have also been met.

3. Minor Edits

The following minor edits are suggested:

- Replace all instances of "shall" with "must"
- It is suggested that the local law should include a commencement clause stating the day that the local law will come into legal operation. The standard format is as follows:

1.4 Commencement

'This local law comes into operation 14 days after the date of its publication in the Government Gazette.'

- Table of Contents:
 - Identifies "*1.3 Repeal*", suggest this be removed as there is not repeal clause in the local law. Alternatively, if the Shire is intending to repeal any previous local laws, an appropriate clause should be included.
- Clause 1.1 Change the citation to italics.
- Clause 1.2 Definitions:
 - It is suggested that "**Schedule**" be defined in the local law. While this term isn't essential it will assist readers and reduce the possibility of misinterpretation.
- First Schedule
 - Clause 1.1(2) change "[insert name of local government] Bush Fire Brigades Local Law" to "*Shire of Boddington Bush Fire Brigade Local Law 2023*"

-

Minister's Directions – pursuant to s 3.12(7) of the Local Government Act 1995

Please note: once the Shire has published a local law in the *Government Gazette*, the Shire must comply with the requirements of the Minister's *Local Laws Explanatory Memoranda Directions 2010*. The Shire must, within 10 working days of the Gazettal publication date, forward the signed Explanatory Memoranda material to the Committee at the current address:

Committee Clerk
Joint Standing Committee on Delegated Legislation
Legislative Council Committee Office
GPO Box A11
PERTH WA 6837
Email: delleg@parliament.wa.gov.au
Tel: 9222 7404
Fax: 9222 7805

A copy of the Explanatory Memoranda forms can be downloaded from the Department of Local Government, Sport and Cultural Industries website at www.dlgsc.wa.gov.au. A copy of the Directions is also available at the Committee's webpage at the Parliament WA website. Failure to comply with the Directions may render the local law inoperable.

Please note that my comments:

- have been provided to assist the Shire with drafting matters in relation to the local law;
- do not constitute legal advice;
- have been provided in good faith for the Shire's consideration; and
- should not be taken as an approval of content.

The Shire should ensure that a detailed editorial analysis of the proposed local law has been undertaken and that the content of the local law is in accordance with the Shire's policies and objectives.

Regards

██████████

A/Principal Strategy Officer
Department of Local Government, Sport and Cultural Industries
140 William Street, Perth WA 6000
GPO Box R1250, Perth WA 6844
Telephone [+61 8 6552 1642](tel:+61865521642)
Email ██████████@dlgsc.wa.gov.au
Web www.dlgsc.wa.gov.au

The Department acknowledges the Aboriginal peoples of Western Australia as the traditional custodians of this land, and we pay our respects to their Elders past and present.

9.1.2 Adoption of Amended Local Planning Policy 14 Signs and Advertisements

File Reference:	2.064
Applicant:	Shire of Boddington
Disclosure of Interest:	Nil
Author:	Executive Manager Development Services
Attachments:	9.1.2A Local Planning Policy 14 Signs and Advertisements

Summary

For Council to consider adopting the amended Local Planning Policy 14 Signs and Advertisements (Policy) (Attachment 9.1.2A).

Background

In December 2010, Council adopted a local planning policy to regulate outdoor signage and advertising. An amended policy was later adopted in July 2019. A review of the Policy is timely and is also an action within the Shire's Council Plan. This review is also appropriate following the adoption of the Signage Strategy by Council in December 2022. A key recommendation of the Strategy is to develop a Shire of Boddington Signage Policy.

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

On 28 September 2023, Council resolved to advertise the amended Policy to the community. This advertising was undertaken from 17 October 2023 to 10 November 2023 which included a Facebook post, Bodd News advertisement and being available on the Shire's website. The Policy was also sent to Main Roads for comment. No submissions were received during this period.

Comment

The following modifications have been made;

- Restructure the Policy to follow the WALGA model where relevant.
- Revise the Policy introduction and objectives accordingly.
- Ensure all reference to Local Planning Scheme No.2 are removed and replaced with references to Local Planning Scheme No.3.
- Provide clear exemptions and interpretations.
- Outline signage development application requirements and when a signage strategy will be developed.
- Outline clear protocols for common types of signage.
- Provide clear and easier to read diagrams for common signage.

As no comments were received during the advertising period no changes have been made to the Policy that was presented to Council on 28 September 2023. It is recommended that Council adopt the amended Policy as presented in attachment 9.1.2A.

Consultation

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

Strategic Implications

Aspiration	Place
Outcome 8	Attractive and welcoming street and community spaces
Objective 8.1	Design and maintain attractive streetscapes.
Action 8.1.1	Develop a Shire signage policy, signage guidelines and an application process.

Legislative Implications

Planning and Development Act 2005
Planning and Development (Local Planning Schemes) Regulations 2015

Policy Implications

The modified Local Planning Policy is aimed to improve procedural and governance aspects of the Shire’s development control responsibilities for signs and advertisements.

Financial Implications

No change to applicable application fee is proposed.

Economic Implications

Signs have various functions, which can, for instance, depend on whether the sign is for commercial or community purposes. Commercially, signs are typically designed to attract/direct customers to a business. This in-turn, can assist to generate additional economic returns and/or job creation.

Social Implications

Signage can be both useful and distracting to the general community. Controlling signage will ensure the number, content, public safety and location of signage is maintained in the best interests of the community.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Council does not adopt the Local Planning Policy. The Policy may not accurately reflect the needs of the community, or be practical for local business owners. Failure to endorse a current policy may also result in inconsistent signage throughout the Shire.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Policy prepared in accordance with WALGA best practice guide.

Options

1. Not adopt Local Planning Policy 14 Signs and Advertisements

2. Adopt Local Planning Policy 14 Signs and Advertisements
3. Amend Local Planning Policy 14 Signs and Advertisements

Voting Requirements

Simple Majority

Officer Recommendation

That Council pursuant to Clauses 4 and 5 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*, adopts amended *Local Planning Policy 14 Signs and Advertisements* as provided as an attachment to this report.

Local Planning Policy

No 14 – Signs and Advertisements



1.0 Citation

This is a Local Planning Policy prepared under Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015. This Policy may be cited as Local Planning Policy 14 Signs and Advertisements.

2.0 Introduction

This Policy sets out Council's position relating to signs and advertisements.

This Policy intends to achieve a balance between the provision of legitimate and appropriate signage and to minimise the adverse impacts that signs may have on the amenity, appearance and character of the municipality.

It is a requirement of the *Shire of Boddington Local Planning Scheme No. 3 (LPS3)* for various signs to gain development approval prior to erection, placement or display.

3.0 Objectives

- To ensure that existing and future signage is maintained at a level which produces a positive image of the Shire of Boddington.
- To encourage advertising which complements the natural and urban environment whilst minimising any negative impacts.
- To control the erection of signs so as to minimise the proliferation of signs and prevent visual pollution.
- To ensure signs do not detract from the streetscape/landscape and the amenity of the area through controlling the sign's size, height, materials, colours and location.
- To provide further interpretation of LPS3 in the assessment of application for signs.
- To set out guidelines that will assist in the regulation and control of signage.
- To provide increased certainty for advertisers, landowners, the community and other and to assist in providing greater consistency in decision making by the local government, and
- To facilitate the effective and timely processing of sign application where in accordance with this Policy.

4.0 Applications subject of this Policy

This Policy applies to the erection, placement and display of any outdoor advertisement other than those listed as exempt below.

4.1 Exemptions

The following types of advertisement signs are exempt from the need to obtain development approval:



- any sign which is listed in Attachment A which are referred to as “exempted advertisements”;
- any sign which is classified as under [clause 61\(1\) of the Deemed Provisions for Local Planning Schemes](#);
- any sign which is subject of an existing approval made prior to the date of effect of this Policy;
- newspaper or magazine posters, provided they are displayed against the outside wall of the business premise from which the newspapers or magazines are sold;
- freestanding event signage placed or erected only to direct attention to a place, activity or event for up to 48 hours prior and post that activity or event;
- garage sale signs, each not greater than 0.25m², advertising the sale of second-hand domestic goods in domestic quantities, not being part of a business, trade or profession and only being displayed of up to 24 hours prior and post the day of the sale;
- a sign permanently affixed or painted on a vehicle to identify a company, business, service or product supplied or sold by that company, provided the vehicle is not parked in a fixed location;
- a sign erected and maintained on street furniture, bus shelters or seats in accordance with the terms and conditions of a contract between the Shire and the company responsible for those signs;
- a sign erected by the Shire, or with the approval of the Shire, on land under the care, control and management of the Shire.

4.2 Interpretations

- A sign that fits within the definition of more than one sign type shall be assessed against the criteria the Shire considers most applicable.
- The area of a sign is to be measured as the greatest horizontal dimension multiplied by the greatest vertical dimension, excluding any support structures.
- If a sign is not mentioned in this Policy or the Scheme, then the sign shall be assessed on its individual merits.

4.3 State Road Reserves

All signs on or in the vicinity of any road under the care and control of Main Roads WA, will also require approval in accordance with the *Main Roads Act 1930*, in addition to the approval(s) from the Shire.

5.0 Application Requirements

5.1 An application for development approval for advertising signs shall be accompanied with the following documents:

- Completed development application form;
- Completed additional information for advertising signs form;
- Site plan showing the location of the sign(s), all buildings, lot boundaries, street names, north point;



- Elevations illustrating the location of the sign(s) in relation to the building / site;
- Illustration showing the contents, dimensions (including height above ground), surface areas and structural details of the signs; and
- Structural engineering certificate for pylon signs.

5.2 Signage Strategy

A signage strategy is an overall plan for a development site or precinct and shall be submitted with an application for development approval when:

- The sign/s relate to a shopping centre and/or commercial precinct;
- The sign/s relate to a subdivision or development estate which proposes more than 10 lots;
- The sign/s relate to a display home or village; or
- The number of signs for a development site (existing and proposed) exceeds a total of two.

A signage strategy should incorporate the location, type, size and design of all existing and proposed signs, depicted on illustrations, site and elevation plans. Justification should be provided on the need for the number and design of signs proposed, having regard for the relevant Policy provisions and objectives.

6.0 Policy Statement

6.1 Design Amenity

All signs shall:

- Not be detrimental to the amenity, streetscape or natural beauty of the precinct;
- Be simple, provide for instant recognition and relate to the site on which they are located;
- Not contain any discriminatory or offensive material (objectionable, violent, insulting, obscene or defamatory to most people, or a particular group of people);
- Have lettering and colouring that is clearly legible for the intended audience (i.e. whether the reader is a pedestrian, cyclist or motor vehicle occupant);
- Be maintained in good order and lean condition; and
- Be designed to utilise colour schemes and materials that fit in with the overall style of the surrounding development and/or precinct.

6.2 Safety

All signs shall:

- Be structurally sound and capable of withstanding any forces to which it would be reasonably subjected to without collapsing, deforming or moving from the position on which it was erected or displayed (this is the responsibility of the applicant to demonstrate where required); and
- Not create a hazard for vehicles, pedestrians or building occupants.

6.3 Siting

Generally, signs should be located on land or buildings on which is conducting a business or profession which the sign relates. The local government may, following appropriate justification from a proponent, consider signs on "third party" freehold land, generally this



will be

- For a temporary period (typically 6 – 12 months) following which the signs are to be removed; and
- For a recently established local business or a local business (based in the Shire of Boddington) which will shortly commence operating; and
- Limited to one sign for the business which is no greater than 4m² in area.

6.4 Illumination & Movement

All signs containing any: illumination or radio; animation or movement; retro-reflective or fluorescent materials in its design or structure requires development approval and will be assessed on its individual merits.

6.5 Mobile and Itinerant Vendors

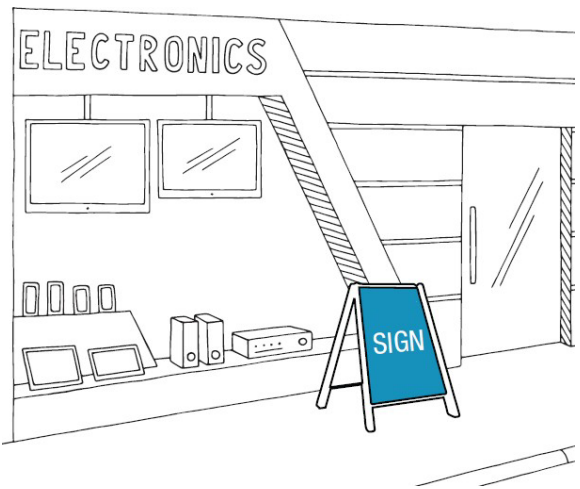
Other than signage affixed to vehicles associated with the service, mobile and itinerant vendors are permitted to display one portable sign directly adjacent their service vehicle during operating hours.

6.6 Remote Advertising

The Shire will generally not support remote advertising or advance warning signs (other than a directional blue service or brown tourist sign), as this may lead to an undesirable precedent and proliferation of signage to the detriment of the amenity of the Shire. Refer to the Shire Standard requirements for directional signs for more guidance.

The Shire however will consider granting development approval for remote advertising, where the signage relates to a significant development, events or tourist attractions.

6.7 Requirements for Particular Signs

Portable Sign	
A sign that is not attached to a building or other structure.	 A line drawing illustration of a storefront for an electronics store. The word "ELECTRONICS" is written in large, outlined letters above the entrance. Inside the store, there are shelves with various electronic devices like monitors, laptops, and speakers. A blue A-frame sign with the word "SIGN" in white is placed on the sidewalk in front of the store.
Portable signs should: <ul style="list-style-type: none">▪ Not exceed one sign per tenancy.▪ Only be displayed during normal operating hours of the business to which they relate and be removed thereafter.▪ Not exceed dimensions of 1.2m in height or width, with an area of not more than 1m².▪ Be located on private property or the immediately adjacent verge area.▪ Not be placed so as to obstruct pedestrian walkways, car parking bays, motorists or pedestrians.	



Exempted from development approval providing it complies with the requirements. Development applications for variations to the above requirements are not encouraged as this advertising device creates visual clutter.

Wall Sign

A sign that is painted or affixed on the front, side or rear elevation of a building or structure, but does not project more than 150mm out from the wall which it is attached.

- Wall signs should:
- Be limited to maximum of one sign per tenancy, per street frontage.
 - Not extend laterally beyond either end of the wall or protrude above the top of the wall.
 - Not exceed 25 percent in aggregate area on any one wall to a maximum of 8m².
 - Be integrated with the building design.

Exempted from development approval providing it complies with the requirements.

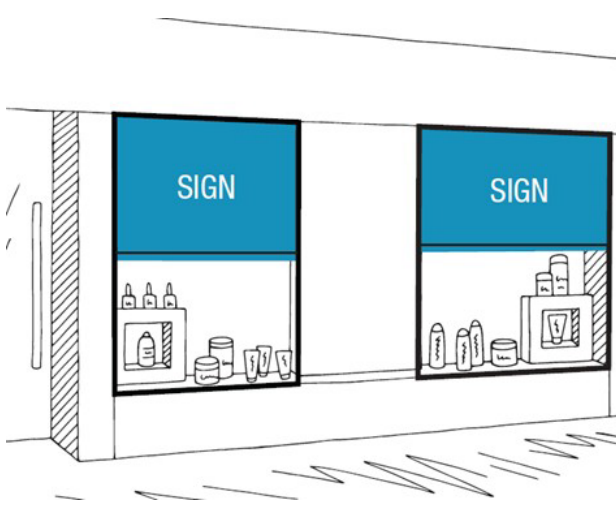


Window sign

A sign which is fixed either to the interior or exterior of the glazed area of a window, any part of which is visible from outside the building.

A window sign should not cover more than 50 percent of the glazed area of any one window or exceed 10m² in aggregate area per tenancy. Where a window sign is proposed, the balance of the window shall be constructed of permeable glazing to maintain an active building frontage and presentation to the street.

Exempted from the development approval providing it complies with the requirements.



Verandah Sign

A sign affixed on or under a verandah and includes signs affixed to cantilever awnings and balconies.

Signs on the underside of a verandah should:

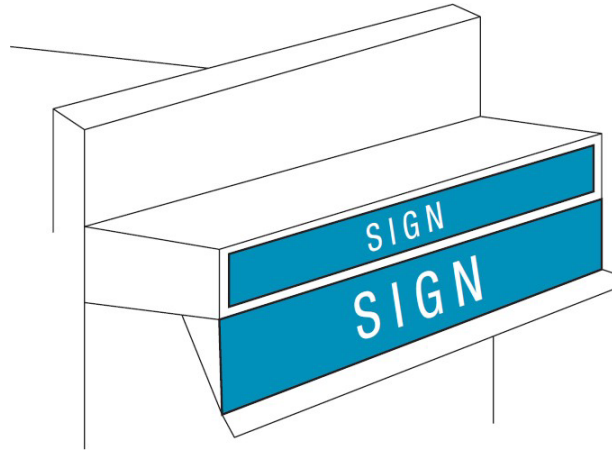
- Not exceed 2.4m length.
- Not exceed 400mm in height.
- Not be located within 1m of another such sign on the underside of the same verandah.
- Be positioned at right angles to the building façade.
- Provide a clear headway under the sign of not less than 2.7m measured from finished floor level.
- Not project beyond the edges of the verandah.

Signs on the fascia of a verndah should not:

- Exceed 400mm in height.
- Project beyond the edges of the verandah.

Signs affixed to the top of a verandah are generally not supported given the potential negative impact on visual amenity.

Exempted from development approval providing it complies with the requirements.

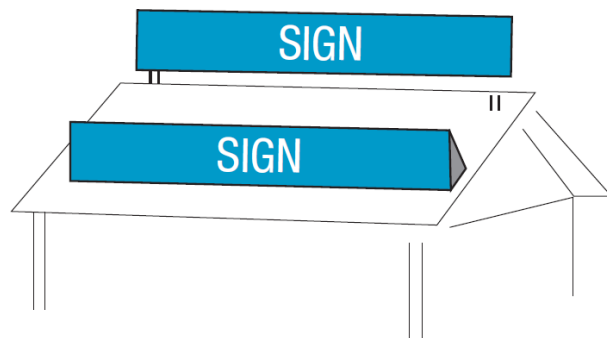


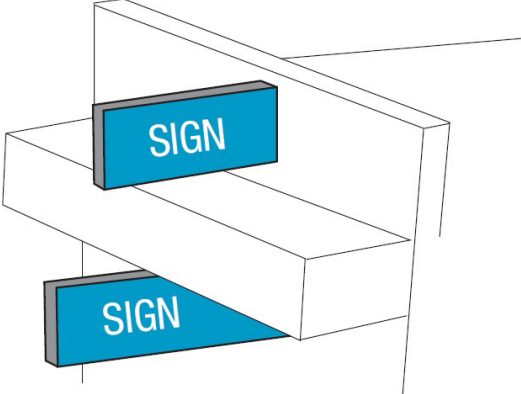
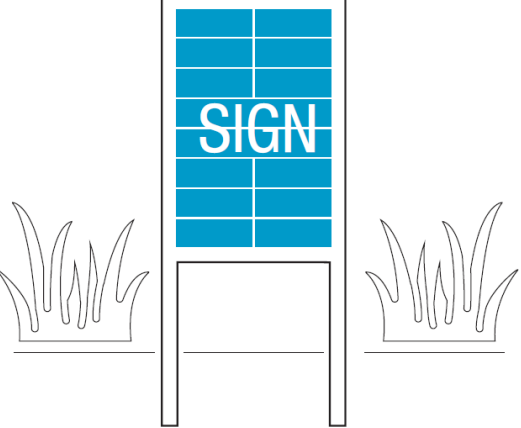
Roof Sign

An advertising sign which is fixed to or painted on a fascia, or to the roof itself, or which forms part of a projection above the eaves, or ceiling of the subject building.


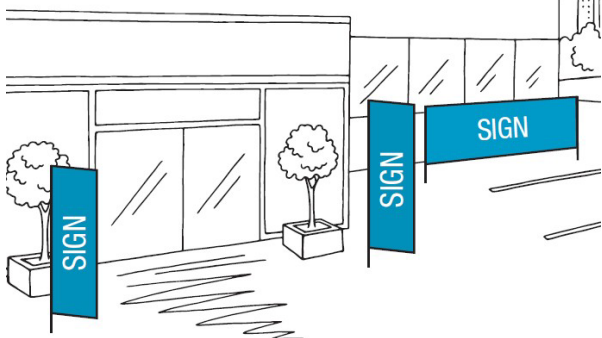
A roof sign shall comply with following:

Height of building	Maximum sign height
Under 5m	1.2m
5m and under 6m	1.8m
6m and under 12m	3m

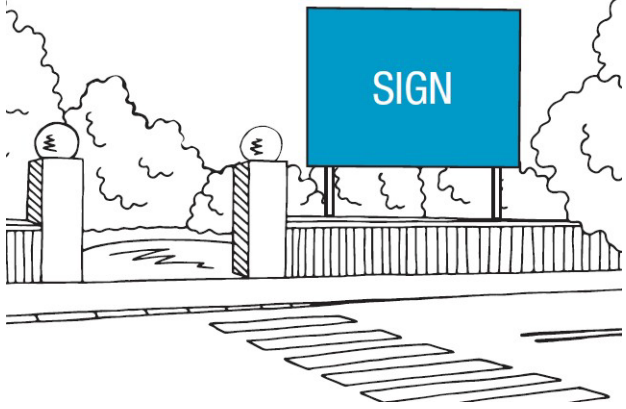




Requires development approval.	
Projecting sign	
A sign that projects 300mm or more from the wall of a building.	
<p>Projecting signs should:</p> <ul style="list-style-type: none"> ▪ Be limited to maximum of one sign per tenancy or one for every 40m of linear street frontage. ▪ Not project more than 1m from a wall and not exceed 1.5m² in area. ▪ Not be placed with 2m of either end of the wall to which they are attached. ▪ Not project above the top of the wall to which they are attached. ▪ Provide a clear headway under sign of not less than 2.7m measured from finished floor level. 	
Requires development approval.	
Pylon Sign	
A sign supported on one or more poles to which infill panels may be added, that is not attached to a building.	
<p>Pylon signs should:</p> <ul style="list-style-type: none"> ▪ Be limited to a maximum of one per street frontage or one for every 40m of linear street frontage. ▪ Not exceed 5m in height or 15m² in area. 8m in height may be supported in industrial area. ▪ Individual pylon signs will not be supported for individual tenancies where multiple units exist or are proposed to exist on a lot. In this instance, a pylon sign shall be designed to provide one infill panel for each unit on the lot. ▪ Location to ensure no impacts on visibility for motorists and other road 	


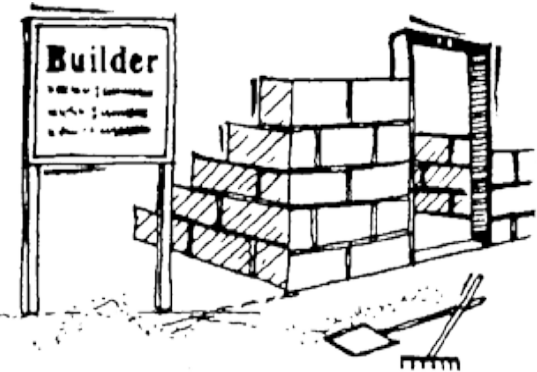


users.	
Requires development approval.	
Tethered Signs	
<p>A sign which is suspended from, or tethered (tired) to any structure, or tree or pole (with or without supporting framework) and made of paper, plastic, fabric or of similar material. The term includes lighter than air aerial devices, inflatables, bunting, banners, flags and kites.</p>	
<p>Not encouraged as this advertising device creates visual clutter. Approvals will be on a temporary basis, no longer than 4-weeks in any 3-month period.</p>	
<p>Requires development approval.</p>	
Banner Sign	
<p>Any temporary sign in the form of a sign made of light weight, non-rigid material, such as cloth, canvas or similar fabric that relates to the promotion of a specific event.</p>	
<p>Banner signs should</p> <ul style="list-style-type: none"> ▪ Only be displayed for up to four weeks prior to promotional event or offer. ▪ Be removed immediately following the promotional event or offer. ▪ Not exceed dimensions of 1m in height and 3m in length. ▪ Be restricted to promoting no more than four promotional events per year. ▪ Be limited to a maximum of one per site. 	
<p>Exempted from development approval providing it complies with the requirements</p>	
Estate Signage	
<p>A sign erected on a lot within a</p>	



<p>estate displaying information such as the estate name, the plan of subdivision or development, the estate features or sales and real estate agency contact details.</p>	
<ul style="list-style-type: none"> ▪ Estate signs should be located entirely within the estate to which they relate, at justified strategic points to avoid proliferation. ▪ A maximum of two signs up to 18m² are permitted. 	
<p>Requires development approval.</p>	
<p>Entry Statement</p>	
<p>A fence or wall constructed in masonry or other material, to identify the entrance of an estate and may include, but not limited to, a sign indicating the estate name and locality, sculptures, flagpoles and flags.</p>	
<ul style="list-style-type: none"> ▪ Entry statement should be located entirely within private property. ▪ All ongoing maintenance of an entry statement shall be at the cost of the developer and shall be removed prior to completion of the estate, unless otherwise agreed by the Shire. 	
<p>Requires development approval.</p>	
<p>Rural Producer Sign</p>	
<p>A sign erected on land lawfully used for rural purposes which advertises good or products produced, grown or lawfully manufactured on the land.</p>	
<p>Rural Producer signs should:</p> <ul style="list-style-type: none"> ▪ Be limited to a maximum of one per street frontage of any lot. ▪ Not exceed 3m² in area or 3m in height. ▪ Show only the name and address of the occupier of 	



<p>the land and name of the property.</p> <ul style="list-style-type: none"> Only advertise goods or products produced, grown or lawfully manufactured upon the land. 	
<p>Exempted from development approval providing it complies with the requirements</p>	
<p>Real Estate Sign</p>	
<p>A sign placed on or in front of a property advertising the sale or lease of a building, property or business.</p>	
<p>Real estate signs</p> <ul style="list-style-type: none"> Is not illuminated May be a double faced sign Is located on private property Is no greater than 0.6m above the ground to its underside Has maximum single sign face area of 2.9m². 	
<p>Exempted from development approval providing it complies with the requirements</p>	
<p>Construction site sign</p>	
<p>A sign erected at a building site that contains information about the development and companies involved in the development.</p>	
<p>A construction site sign should be</p> <ul style="list-style-type: none"> A single faced sign Is not illuminated Must not exceed 1.1m² for sites up to 5,000m². Must not exceed 2.0m² for sites exceeding 5,000m². Must only be displayed while construction is in progress but not for a period greater than 2 years. 	
<p>Exempted from development approval providing it complies with the requirements</p>	



7.0 Sign Liability

Where a sign is proposed to be placed in, or overhang, a public place or street, the applicant will be required where appropriate, to provide a public liability insurance policy indemnifying the Shire against all actions, suits, claims, damages, losses and expenses made against or incurred by the Shire arising from the approval of the sign.

The applicant may be required by the Shire to:

- Take out a public liability insurance policy in the name of the owner or applicant and the Shire, for an amount considered appropriate to the risk involved;
- Keep that insurance policy current for the duration of the approval;
- Include a clause in the insurance policy which prevents the policy from being cancelled without the prior consent of the Shire.
- Include a clause in the public liability insurance policy, which requires the owner or applicant and the insurance company, to advise the Shire if the insurance policy lapses, is cancelled or is no longer in operation; and/or
- On the request of an authorised person, provide for the inspection of a certificate of currency for the required insurance policy.

8.0 Definitions

Specific types of signs are defined in this Local Planning Policy in the Policy Measures. Words and expressions relevant to this Local Planning Policy are given below.

“Advertisement” as defined by the Deemed Provisions and provided below –

means any word, letter, model, sign, placard, board, notice, device or representation, whether illuminated or not, that is used wholly or partly for the purposes of advertising, announcing or directing, and includes –

- a) *Any hoarding or similar structure use, or adapted for use, for the display of advertisements; and*
- b) *Any airborne device anchored to any land or building used for the display of advertising; and*
- c) *Any vehicle or trailer or other similar object placed or located so as to serve the purpose of displaying advertising.*

“Advertising Sign” means the movement or the appearance of movement, through the use of patterns of lights, changes in colour or light intensity, computerised special effects, video displays, or through any other method.

“Animation” means the movement or the appearance of movement through the use of patterns of lights, changes in colour or light intensity, computerized special effects, video displays, or through any other method.

“Device” means any object, sign, or thing, including an airborne object anchored to land; and a vehicle where its primary purpose is advertising.

“Directional Signage” means signage installed by the Local Government on public land. Directional signage advertises the direction to be taken to a service, tourist attraction, or town site / locality and may include an information bay when displaying a large number of signs and associated maps.

“Main Roads WA Roads” means any road which is under the care and control of Main Roads WA,



including Primary Distributor & Regional Distributor Roads, and includes the following roads within the Shire;

- a) Albany Highway
- b) Bannister – Marradong Road
- c) Pinjarra – Williams Road

“Sign” means any notice, flag, mark, structure or device, on which words, numbers, expressions or symbols are shown and includes an advertisement.

“Scheme” means the Shire of Boddington Local Planning Scheme No.3

Policy Number / Name	No 14 – Signs and Advertisements
Adopted by Council	14 December 2010
Amended	16 July 2019



Attachment A – Exempted Advertisements Schedule

Land Use and/or Development Requiring Advertisement	Exempted Sign Type and Number (Includes the change of posters on poster signs and applies to non-illuminated signs unless otherwise stated).	Maximum Area of Exempted Sign
Dwelling	One professional name-plate as appropriate.	0.2m ²
Home Occupation	One advertisement describing the nature of the home occupation.	0.2m ²
Places of Worship, Meeting Halls and Places of Public Assembly.	One advertisement detailing the function and/or the activities of the institution concerned.	0.2m ²
Shops, Showrooms and other uses appropriate to a Shopping Area.	All advertisements fixed to the building below the top of the awning or, in the absence of an awning, below a line measured at 5 metres from the ground floor level of the building subject to a compliance with the requirements of the Sign Hoarding and Bill Posting By-laws	Not applicable
Industrial and Warehouse Premises	<p>A maximum of 4 advertisements applied to or affixed to the walls of the building but not including signs which project above the eaves or the ridge of the roof of the building, and excluding signs projecting from a building whether or not those signs are connected to a pole, wall or other building.</p> <p>A maximum of two free-standing advertisements signs not exceeding 5m in height above ground level.</p>	<p>Total area of any such advertisements shall not exceed 15m²</p> <p>Maximum permissible total area shall not exceed 10m² and individual advertisement signs shall not exceed 6m²</p>
Showroom, race courses, major racing tracks, sports stadia, major sporting grounds and complexes.	All signs provided that, in each case, the advertisement is not visible from outside the complex or facility concerned either from other private land or from public places and streets.	N/A
Public Places and Reserves	a) Advertisements signs (illuminated and non-illuminated) relating to the functions of government a public authority or council of a municipality excluding those of a promotional	N/A



	<p>nature constructed or exhibited by, or on behalf of any such body, and</p> <p>b) Advertisements signs (illuminated and non-illuminated) required for the management or control of traffic on any public road, car park, cycleway, railway or waterway where such advertisement has been constructed or exhibited by or at the direction of a Government department, public authority or the Council of a municipality, and</p>	N/A
Advertisements within buildings	All advertisements placed or displayed within buildings which cannot ordinarily be seen by a person outside of those buildings.	N/A
All classes of buildings other than single family dwellings.	ne advertisement sign containing the name, number and address of the building, the purpose for which the building is used or the name and address of the managing agent thereof.	0.2m ²



9.1.3 Lions Weir Dredging

File Reference:	3.000614
Applicant:	Shire of Boddington
Disclosure of Interest:	Nil
Author:	Executive Manager Development Services
Attachments:	9.1.3A Assessment of Weir Wall 9.1.3B Survey Report 23.08.31

Summary

This report seeks Council approval of the preferred rehabilitation option for the Lions Weir, which is to undertake a dredging program, and to apply for the necessary permits to carry out those works.

Background

A key project identified in the Council Plan is 4.2.1 “Facilitate the rehabilitation of the Lions Weir, including silt removal within the river to allow recreational use.” In February 2023, a Reference Group was formed to inform the project direction and to explore options for remediation works.

The rehabilitation of the Weir precinct has been divided into three components,

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

Initial Reference Group meetings included discussions on all three aspects of the project. Early in the process it became apparent that more detailed data was required regarding the integrity of the weir wall and the extent of silt build up on the riverbed. This information was critical to ensure informed recommendations were made.

An engineer was engaged to inspect and provide a report on the weir wall. A copy of that report is included as attachment 9.1.3A.

Research into dredging options for this type of water body identified the micro dredging process as the most likely feasible process. Apex Envirocare are contractors who have carried out similar works on the Vasse River in Busselton. [See the video on this project.](#)

In order to establish a likely cost for dredging, more accurate data on the volume of silt was required. Previous investigations from 2019 indicated potentially 12,000 cubic metres of silt, however, the sampling methodology employed at that time did not provide sufficient reliability.

Apex Envirocare carried out detailed sampling and estimate the total volume of silt is more likely to be in the order of 5,600 cubic metres. See attachment 9.1.3B.

Comment

Early in the project, the Reference Group identified three potential approaches to facilitate the rehabilitation:

1. Build a new wall. This approach is considered to be cost prohibitive and problematic in terms of gaining necessary environmental and heritage approvals.
2. Install a sluice gate (or similar) into the current wall.
3. Maintain the current wall and undertake dredging as required, i.e. every 20-30 years, depending on the rate of sediment build up.

The weir wall assessment (Attachment 9.1.3A), did not identify any major structural issues and it is unlikely that the structure would fail even under extreme weather conditions. The report recommends some minor maintenance and ongoing monitoring for water loss through the wall. This can only be achieved as the water level falls throughout the warmer months. Water loss through the weir wall is likely to be insignificant in comparison to the loss through evaporation.

When the weir was originally built a “plug” was installed at the base which could be opened to allow water to flow. It has been suggested that this could assist in removing and preventing silt build up. Access to the “plug” is no longer possible due to silt build up. In practice, a small opening will have little impact on silt removal across the entire weir area.

In theory, future silt build up could possibly be minimised by having a sluice gate integrated into the wall. However, to be effective, it would need to be substantial and cover the majority of the span across the weir wall. Such a structure would be a significant cost and compared to the volume of silt that has accumulated over the last 40 years, such expense would be difficult to justify and potentially problematic to gain approval for.

After considering the volume of silt accumulated over the last 40 years, the current state of the weir wall, the cost, complexity and challenges of a mechanical solution, the reference group concluded that the weir wall should be left as is, with just some minor maintenance.

The Reference Group also discussed the opportunity for establishing a path or trail around the entire weir from the wall to the bridge. Pedestrian access across the traffic bridge would require works involving Main Roads WA. An alternative approach could be to construct a suspension bridge at one or both ends of the weir. This could incorporate way finding and highlight details of flora and fauna as well as story telling from the traditional owners.

These ideas require further investigation and would form part of a future master plan for the immediate surrounds of the weir pool.

The main issue to be addressed in the short term is the silt build up. According to Apex Envirocare, in absolute terms, the volume of silt is not high in comparison to other projects. However, even 10cm of silt presents an unwelcome experience to anyone entering the water.

The process to dredge the pool and remove the silt is relatively simple and is non-invasive. Approval will be required from the Department of Water and Environmental Regulation (DWER) as well as Crown land approvals and approval under section 18 of the Aboriginal Heritage Act WA, both through Department of Planning, Lands and Heritage. There may also be Federal approvals required which will be advised through DWER. These approvals may take many months. It is recommended that approval is sought to dredge the entire weir area, but actual dredging be done in stages with an initial small area being conducted as a pilot trial.

Once approvals have been obtained a procurement process would be conducted via an expression of interest (EOI) process to identify additional potential providers. The EOI method is recommended rather than going straight to tender so that the specifications can be more open to potentially different technologies.

Considering all of the above matters, the Reference Group, following extensive consideration, has recommended Option 3 (maintain the current wall and undertake dredging as required), for progression.

Consultation

A reference group was established with the specific objectives to:

- Actively engage with the broader community to draw out and bring to the Reference Group ideas and feedback to inform the scope of the project;
- Work collaboratively and cooperatively as a member of the Reference Group to achieve the best outcomes for the greatest proportion of the community;
- Obtain local input and knowledge for the development of the Lions Weir Rehabilitation Project from a range of diverse perspectives.

Reference group members include Shire of Boddington elected members, staff and project consultant, along with representatives from the Lions Club, Newmont Gold, Gnaala Karla Booja Aboriginal Corporation, Peel Harvey Catchment Council and a community representative.

The Reference Group has met on 4 occasions:

- 16 February 2023
- 16 March 2023
- 27 July 2023
- 11 October 2023

On Tuesday 24 October 2023, Shire representatives met with a local Traditional Owner (TO). The meeting can be summarised as follows:

- A brief overview of the project and reports and discussions to date with the reference group.
- Proposal is to seek Council support to remove sediment that has built up in the river, and progress with approvals, preparation of tender etc.
- Method proposed is micro dredging which will have minimal impact on the river bed and surrounds
- Further to the sediment removal a concept plan also to be developed for broader enhancement of the weir and foreshore.
- Opportunity for indigenous interpretations and cultural elements as part of the broader concept plan.

Feedback from the local TO was:

- Want the flow to return and a gate or similar may be an option
- Mentioned there is a sacred site on the lower side of the weir wall.
- Supportive as long as nothing else is getting disturbed
- Supportive of cultural elements being considered as part of the broader concept plan

Strategic Implications

Performance Area	Planet
Outcome 4	The natural environment is preserved for the benefit of current and future generations.
Objective 4.2	Responsibly manage and enhance waterways to enable appropriate recreational uses
Action 4.2.1	Facilitate the rehabilitation of the Lions Weir, including silt removal within the river to allow recreational use

Legislative Implications

A permit from DWER will be required as well as Crown land approvals and approvals under section 18 of the Aboriginal Heritage Act WA.

Policy Implications

Nil

Financial Implications

Preliminary estimates indicate dredging would cost in the range of \$250k to \$600k depending on the extent of the area to be dredged.

The Council Plan 1 July 2023 to 30 June 2033 has identified that the funding required for the rehabilitation project is \$800,000 and to be funded through either Council, external, or a combination of both.

Economic Implications

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

Social Implications

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

Environmental Considerations

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

Risk Considerations

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

Options

1. Do nothing
2. Carry out dredging program to remove silt.
3. Reconstruct or modify the weir wall to incorporate a sluice gate.

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

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

THE DAN TURNER FAMILY TRUST trading as

Dan Turner: B E Civil, RPEQ No 05707, MIEAust NER ID 8159788
Civil, Structural and Project Management

ABN 37 730 733 802

Inspection of Boddington Lions Weir across the Hotham River.



Figure 1: Aerial Photo of Weir and Pool

Introduction. Boddington Shire Council has requested an initial assessment of the Lions Weir to form an opinion on the structural integrity of the weir. Council is also seeking a report on the method used for the construction of the weir.

Council is embarking on a project to dredge the river to clear it of silt and needs to determine if the Weir is structurally sound and if it would be suitable for modifications such as the installation of a mechanism to allow flushing the silt each season to limit the build-up of silt and therefore extend the period that water is retained by the weir.

A meeting was held at the weir commencing at 10am on Wednesday 24th May 2023 with;

- Paul Owen <bom@gfgconsulting.com.au>; Project Manager
- Mahlon Reid <mahlonreid@hotmail.com>; Member of the original Lions Club group who initiated and built the weir.
- Richard Kelsall <rakelsall@outlook.com>; Member of the original Lions Club group who initiated and built the weir.
- Graeme Reynolds <Graeme.reynolds@newmont.com>; Lions Club Member
- Dan Turner <dant34175@bigpond.com> Investigating Civil Engineer

Note; Shenae Tilbee is the project administration officer but did not attend the meeting..

**CIVIL, STRUCTURAL AND PROJECT MANAGEMENT 97 Felspar St., Narrogin
 WA 6312**

Ph 9881 5007 Mob 0409 867 048 E-mail dant34175@bigpond.com



Figure 2: Aerial Photo of Weir. Note the scale in the bottom left-hand corner.



Figure 3: Photo of the Weir.



Figure 4:Photo of Fish Ladder and Weir.

Summary. The weir was conceived and built by the Boddington Lions Club during the 1980s and modified over the ensuing years. It is approximately 100 meters wide and two meters high above the original ground level, but this height has been reduced to about a meter because of the silt build-up in the pool.

A cross section of the original dam proposal was provided by Council for the meeting.

The structure of the actual dam built was discussed, but after the 40 years since the initial structure was constructed no consensus was reached.

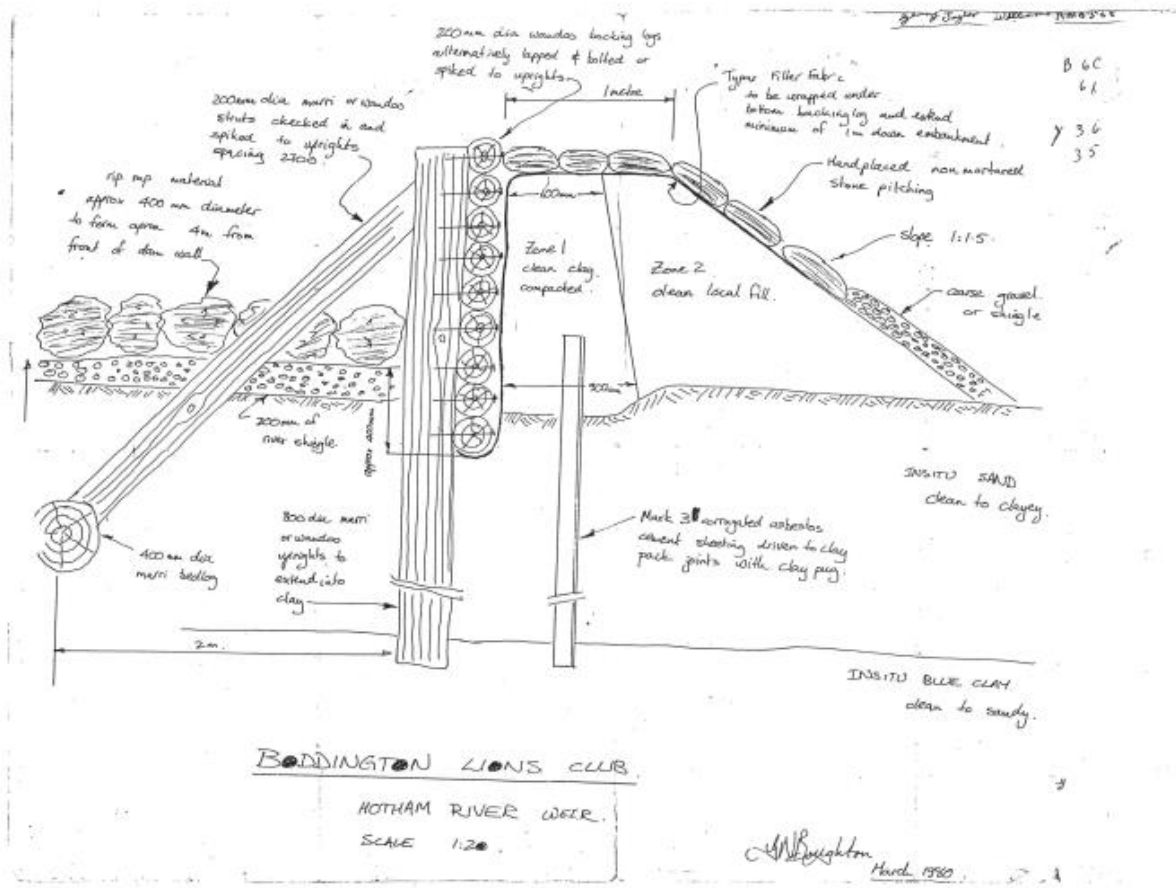


Figure 5: Section through the Original Dam proposal by G W Boughton in 1980.

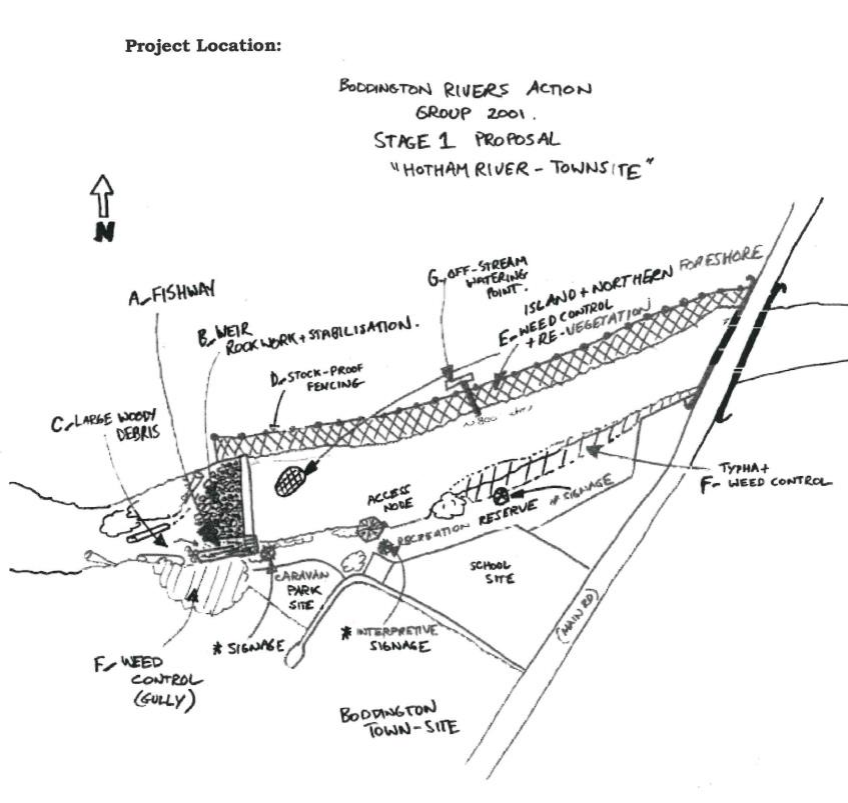


Figure 6: Mud map of Possible Foreshore Development. Boddington Rivers Action Group 2001.

Comments.

The initial dam seems to have been designed and constructed without any input by a competent engineer experienced in this type of dam. The design is similar to the timber dams used to hold back water in catchments while trees are felled and stored in the zone directly above the dam. These dams are designed to be collapsed and the resulting flow of water carries the logs downstream. The logs do not contribute to the strength of this weir.

After the initial concept was constructed, the back of the dam was filled with lateritic gravel boulders.

At a later stage the concrete screed was added to the upstream surface of the dam. This was not reinforced with mesh, and no toe was carried down into the upstream in-situ natural ground. It was thought that geofabric was purchased to lay under the concrete, but in fact this was not used.

At the inspection the river was flowing over the weir. It was believed that when this flow stops, water is still flowing out of the down stream side. This suggests the concrete wall is cracked allowing the flow of water, and/or water is flowing in under the toe. The retained silt at the base of the weir would tend to prevent water flowing in under the toe, but this would be exacerbated if the silt is removed by dredging.

It was thought that the zones 1 & 2 upstream fill was clay.

My greatest fear is that the flow of water through the weir, if this is occurring, will wash the clay out and leave the concrete face unsupported.



Figure 7: Photo provided by Council showing weir with a lower water level.

Recommendations.

- The Fish Ladder requires maintenance.
- Remove the rocks which are higher than the concrete screed.
- Ensure that the down-stream rocks form an even surface of large rocks.

- Investigate the condition of the concrete screed face as the pool level drops.
- Investigate the flow of water under the weir toe and through the concrete screed as the pool level falls.
- Investigate the cost of dredging and removing the silt, and the continued cost of doing this. I think it is unlikely that the Regulators would allow the disposal of the silt downstream. I think it would be relatively easy to build a sluice gate and integrate it with the present structure, but it wouldn't allow the easy removal of silt from the full extent of the pond, except if it was allowed to remain open during minor flooding.

"**Sluice gate**" refers to a movable gate allowing water to flow under it. When a sluice is lowered, water may spill over the top, in which case the gate operates as a [weir](#). Usually, a mechanism drives the sluice up or down. This may be a simple, hand-operated, chain pulled/lowered, [worm drive](#) or [rack-and-pinion drive](#), or it may be electrically or [hydraulically](#) powered. A flap sluice, however, operates automatically, without external intervention or inputs. [citation needed]



Figure 8: Photo of a sluice gate.

Conclusion. The future of this project is going to depend on the cost of dredging and removing the silt, and if the Regulators will allow the silt to be disposed of downstream. The actual scheme adopted will also depend on the condition of the weir.

It will not be hard to remove a section of the rear of the weir or of the front of the weir to investigate its condition if necessary, but this depends on the outcome of the observations of the weir's behaviour as the level of the pool drops.

The most likely outcome, if the zones 1 & 2 are damaged from the transmission of water through the weir, and if the dredging proceeds, would be to remove the concrete screed, repair the fill, and reconstruct a new concrete screed with steel mesh and a toe into natural ground. The top of this screed could form a path way across the weir, without hand rails, and accessible only during dry weather.

Dan Turner

6th July 2023



Shire of Boddington
Hotham River - Survey
River and Sediment Profiling

Report prepared by: - Apex Envirocare, September 2023

ABN: 70 101 334 276 ACN: 101 334 276

Apex Eco Management International Pty Ltd T/A

Apex Envirocare

51 Distinction Road | Wangara | WA 6065

T: 08 9303 9777

W: www.apexenvirocare.com.au

E: solutions@apexenvirocare.com.au

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Introduction

The Shire of Boddington contracted Apex Envirocare to carry out a detailed Survey of the Hotham River between the Lions Weir and Boddington Bridge in the township. This included sediment profiling of the river to determine the sediment volume and distribution, along with base profiling to determine overall depths and volumes. Knowing the estimated sediment volume provides a basis to assess the health of the river, enables a base line for future monitoring and volume calculations for any GeoPro Desludging Tube area. It also helps focus which are the priority areas for future sediment removal. The survey was conducted in early September 2023 and the measurements are relevant for the river water levels at that time.



Objectives

- a) Determine the river edges at current water levels.
- b) Establish a grid system for measuring the sediment and base profile at regular intervals.
- c) Determine the sediment volume and overall volume of the river.
- d) Plot a sediment distribution map and base contour map showing the overall water depth.
- e) Review for potential dredging requirements.

Method of Survey

The river outline was determined by plotting the edges of the river and recording regular waypoints using a GPS receiver.

Two men were then deployed in a twin hulled craft, one reading a GPS to determine the grid locations and the other using the 'Sludge Determinator', a Perspex tube with a valve at one end and calibrated along its length. The Sludge Determinator measured the water and sediment depth at regular grid intervals. These values were then entered into the GPS receiver software.

Using the GPS input information, a base profile and a sediment profile of the river was generated. Specialist software then calculated the river's sediment volume and total volume.

Survey Findings and Observations

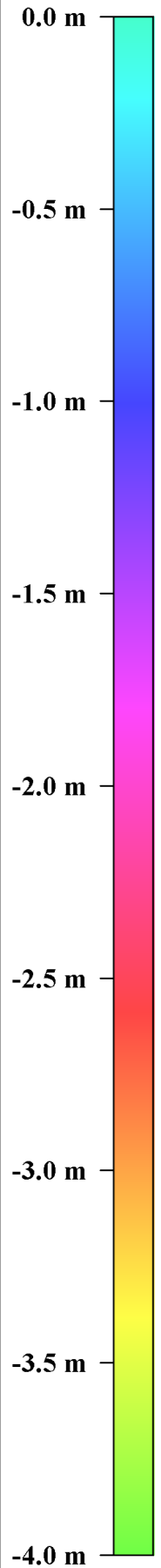
There were just a few locations of deeper sediment. An area just in front of the weir and an area to the east of the island. The majority of the river has around 100mm of sediment depth. If there was a limited sediment removal campaign, there should be sufficient area available for GeoPro Desludging Tubes to be deployed in areas discussed on site.

Summary Table

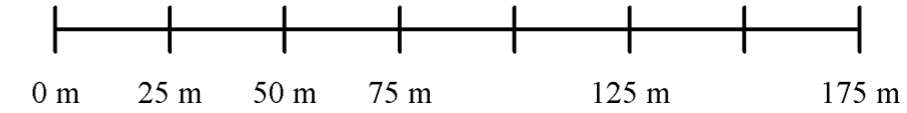
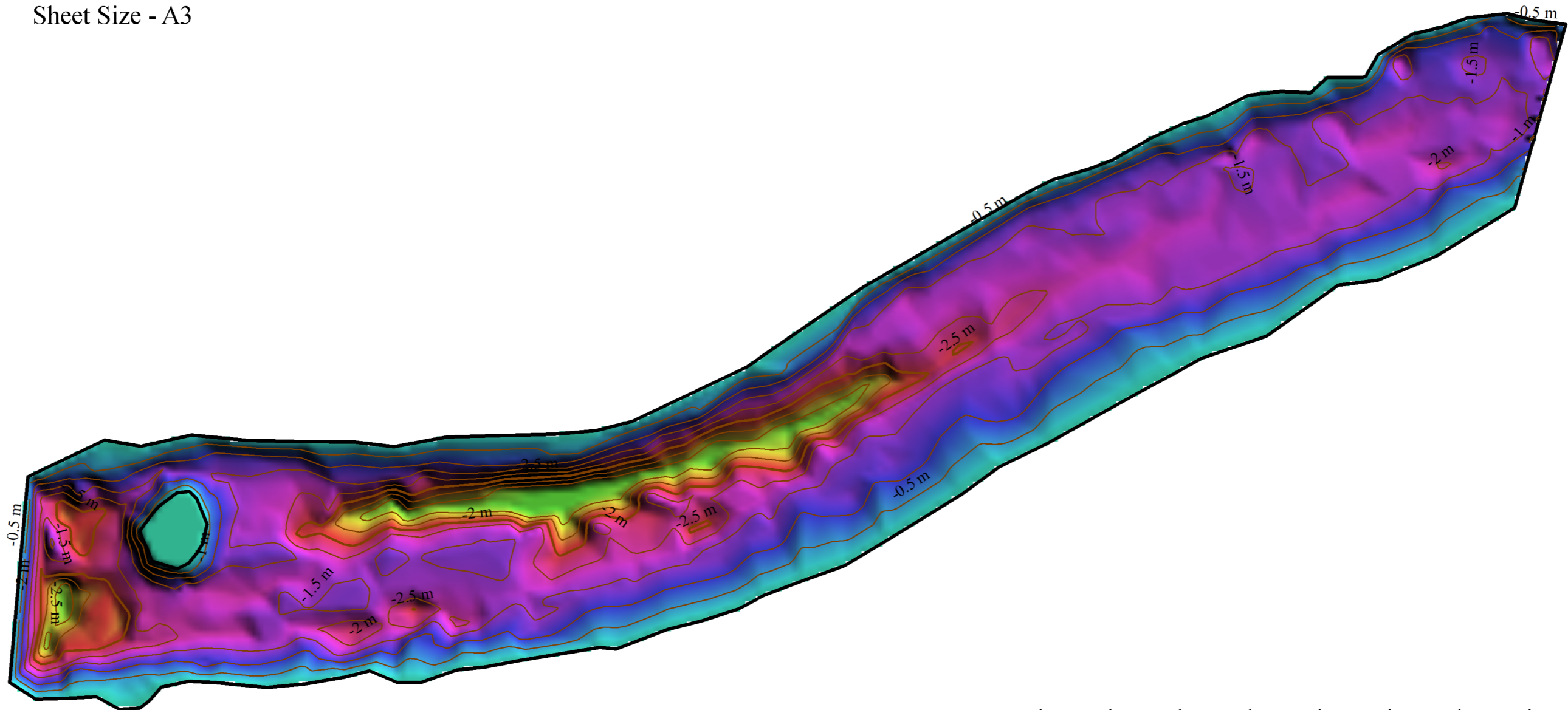
Survey Date	Location	Total Volume (m ³)	Sediment Volume (m ³)	Perimeter (m)	Area (m ²)
August 2023	Hotham River	66,856	5,671	1,326	46,640



Base Profile



Title - Hotham River, Base Profile
 Site - Lions Weir to Boddington Bridge
 Client - Shire of Boddington
 Surveyed - August 2023
 Scale - 1/1495
 Sheet Size - A3



River Attributes

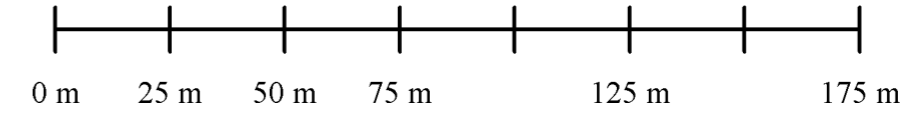
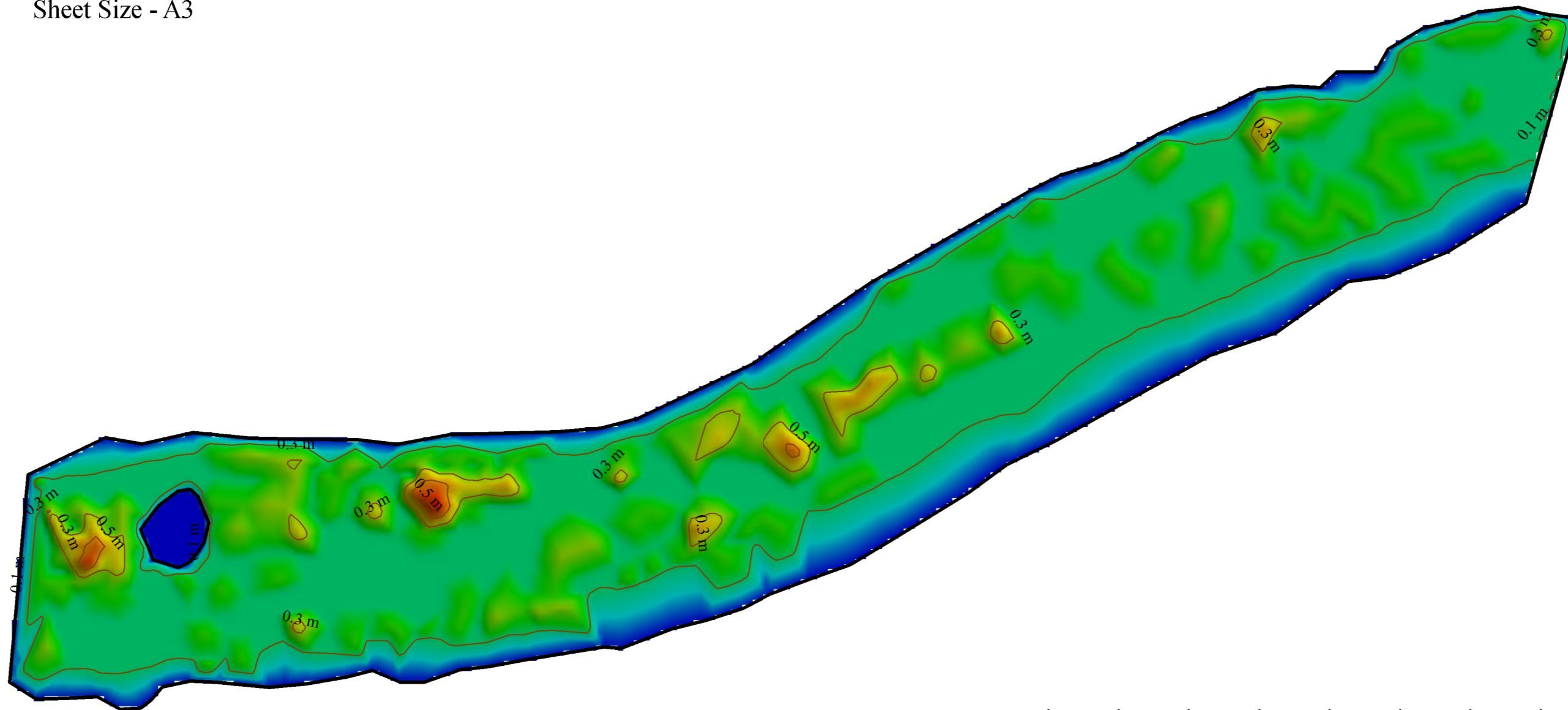
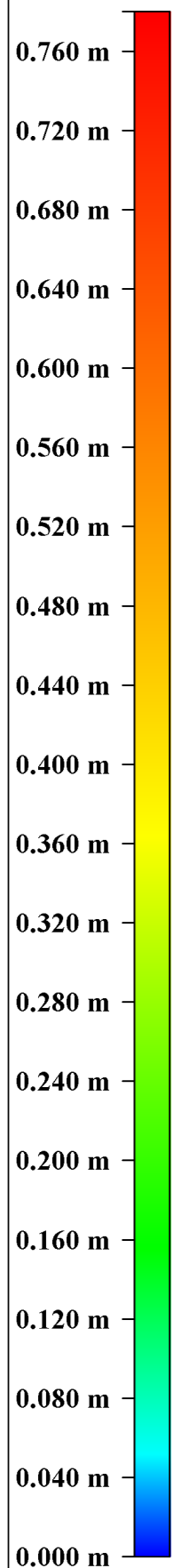
Total River Volume	66,856m ³
Sediment Volume	5,671m ³
Area	46,640m ²
Perimeter	1,326m

Apex Envirocare
 51 Distinction Road, Wangara, WA 6065
 T: 08 9303 9777
 W: apexenvirocare.com.au E: solutions@apexenvirocare.com.au
 ABN 70 101 334 276



Sediment
Distribution

Title - Hotham River, Sediment Distribution
Site - Lions Weir to Boddington Bridge
Client - Shire of Boddington
Surveyed - August 2023
Scale - 1/1495
Sheet Size - A3



River Attributes	
Total River Volume	66,856m ³
Sediment Volume	5,671m ³
Area	46,640m ²
Perimeter	1,326m

Apex Envirocare
51 Distinction Road, Wangara, WA 6065
T: 08 9303 9777
W: apexenvirocare.com.au E: solutions@apexenvirocare.com.au
ABN 70 101 334 276



9.2 CHIEF EXECUTIVE OFFICER

9.2.1 Council Representation | Australia Day Citizenship Awards Panel

File Reference: 2.049
Applicant: Nil
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: Nil

Summary

Council is requested to consider the appointment of Councillors to the Australia Day Citizenship Awards Panel.

Background

Each year, the Shire of Boddington Participates in the Australia Day Community Citizen of the Year Awards. These awards recognise outstanding contributions by local people to communities throughout Western Australia.

There are four awards categories:

- Community Citizen of the Year
- Young Community Citizen of the Year (16 – 30 years of age)
- Senior Community Citizen of the Year (over 65 years of age)
- Active Citizenship – group or event

Comment

Nominations have closed, and judging will be conducted in late November. Council Policy requires judging to be carried out by a Panel of three Councillors. A proxy delegate is also suggested in case of a Councillor being absent from the Panel discussions, or if there is a need to withdraw due to a conflict of interest.

Consultation

Nil

Strategic Implications

Performance Area	People
Outcome 3	An inclusive and supportive community
Objective 3.5	Grow community capacity by supporting community groups and volunteers.

Legislative Implications

Nil

Policy Implications

Council Policy | Australia Day Citizenship Awards

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to assign an appropriate number of panel members may result in the perception that the awards are not judged objectively.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions planned

Options

1. Choose to appoint Council members to the Panel in accordance with the recommendation.
2. Defer consideration of this item.

Voting Requirements

Simple Majority

Officer Recommendation

That Council nominate the following Councillors to the 2024 Australia Day Citizenship Awards Panel:

Delegates (3)	Proxy Delegate (1)

9.2.2 Annual Review of Register of Delegations

File Reference: 2.015
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.2A Register of Delegations

Summary

Council is requested to endorse amendments to the Register of Delegations, following a review as required under the Local Government Act 1995.

Background

Delegations by Council are an effective way to improve customer satisfaction through prompt decision-making processes. The purpose of delegating power is to enable routine decision making to be undertaken in a cost effective and efficient manner, or rapidly where a time imperative may be involved. Council is required to make decisions of high importance, some of which require absolute majority decisions which cannot be delegated. Council also has discretionary functions that involve making routine decisions that are high frequency and lower risk. It is appropriate for Council to delegate these functions.

Certain safeguards are incorporated into delegations such as limiting the use of when a delegation can be exercised, and placing conditions around reporting of the exercise of delegations. It is important to note that officers are not obliged to use a delegation; where a matter is determined to be of a contentious nature, the matter can be referred to Council.

All delegations made under the Act must be made by absolute majority and recorded in a register. Sections 5.18 and 5.46 of the Act require that at least once every financial year, delegations are to be reviewed by the delegator for those delegations under the Act. This also presents an opportunity to review delegations made under other legislation.

Comment

As is required by section 5.46 of the Local Government Act 1995, a review of the Delegation Register for the 2023/24 financial year has been undertaken. Only minor changes are proposed in the current year. The review continues to be based upon a best practice approach to delegations in local government, referencing the WALGA template delegations and guidelines issued by the Department of Local Government, Sport and Cultural Industries.

A 'tracked changes' version of the Register of Delegations is at Attachment 9.2.2A.

Consultation

Nil

Strategic Implications

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

Legislative Implications

Section 5.46(2) of the Act requires Council to review of its delegations at least once every financial year.

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to review delegations will result in non-compliance with the Local Government Act.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational, compliance
Risk Action Plan (controls or treatment proposed)	Annual reviews to be carried out.

Options

1. Adding to, amending or deleting any of the delegations shown in the attached draft Delegation Register.
2. Deferring the adoption of the Register.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council endorse the annual review of the Register of Delegations as detailed in Attachment 9.2.2A to be effective from 1 December 2023.



DELEGATION REGISTER

November ~~2022~~ 2023

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Introduction

FORMAT OF REGISTER

This Register includes:

- Delegations from the Council to the Chief Executive Officer, and where appropriate to other employees or other persons; and
- Sub delegations from the Chief Executive Officer to other employees
- Authorisations made by the Council or the CEO
- Appointments made by the Council or the CEO, or as of right by virtue of legislation

The Register includes the relevant delegation decision followed by a sub delegation decision (where relevant).

The Register includes instruments of sub delegation, authorisation (by Council or the CEO), and appointments, which do not need to be adopted/approved by Council. They are included to reflect a “one stop shop” approach.

As a matter of principle throughout the Register, the Chief Executive Officer is the only employee authorised by the Shire of Boddington to commence (or authorise the commencement of) legal proceedings.

TERMINOLOGY AND ACRONYMS

Clause – of the Shire of Boddington Town Planning Scheme No 3 referenced by ‘cl’, as in cl8.2.1.

Employee – refers to an employee of the Shire of Boddington. It should be noted although the Chief Executive Officer may generally only delegate a function or duty to an employee (s5.44 Local Government Act 1995 and others), any ‘person’ may be appointed an Authorised Person (although some Acts, such as the Building Act 2011 and Health Act 1911 require only employees or certain qualified employees to be ‘authorised’ or ‘appointed’). Thus, care needs to be taken to ensure that contractors are not ‘delegated’ functions or duties, although they may be appointed as Authorised Persons.

Regulation – subordinate legislation, referenced by ‘r’, as in r22.

Schedule – to an Act, referenced as ‘Sch’, as in Sch 3.2.

Section - of an Act, referenced by ‘s’, as in s5.42.

Sub delegation – the terms ‘sub delegate’ and ‘sub delegation’ are used as a style preference, rather than ‘on delegate’ or ‘on delegation’.

DELEGATIONS AND SUB DELEGATIONS

The application of delegated authority is intended to improve the efficiency, effectiveness and timeliness of decision making and is consistent with the Shire’s Strategic Community Plan and commitment to a strong customer service focus.

The use of delegated and sub delegated authority does not ‘undermine’ the roles and responsibilities of elected members constituting the Council as the peak local decision-making body of the community. Rather it should free up the Council from some matters to better able to deal with high level strategic matters and in the knowledge that decision making on the former will be made by employees consistent with Council Policy and precedents.

The Council (and the Chief Executive Officer in the case of most sub delegations) will only delegate matters where the relevant employees (or other persons) have the appropriate skills and expertise to implement the delegation/sub delegation or authorisation within the Shire’s

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decision-making frameworks. At the same time the exercise of all delegated and sub delegated authority, as well as authorisations is subject to complying with relevant Policies of the Shire, which are cross referenced within each Instrument.

An important safeguard is also the principle that nothing prevents the delegating body or person from taking back a delegation or sub delegation or making the relevant decision on an issue.

This Register describes:

- the 'head of power' for the exercise of delegation to an elected member, employee, or person,
- the 'head of power' for sub delegation (where such authority exists under the relevant legislation),
- the precise authority being delegated, including any limits, restrictions, or conditions,
- relevant Shire policies applicable to the execution of the delegation or sub delegation,
- the statutory requirements for the Council to review all delegations, and others to review sub delegations

In general, for all matters, whether made under the Local Government Act 1995, or otherwise, the requirement of the Local Government Act 1995 to review the Register at least once every financial year will be followed, except where delegations under other Acts have different requirements. Where there is no statutory requirement for review, the provisions of the Local Government Act will be applied to ensure uniformity of approach and outcome.

AUTHORISATIONS

This Register includes authorisations under the Local Government Act 1995 and other legislation. In most cases, authorisations are made by the Chief Executive Officer under delegated authority. In some cases, authorisations are made by the Council itself because the relevant statute requires.

Some legislation provides for authorisation of Local Government officers to have powers as are necessary for them to perform their required duties as a specific function of the local government. These duties are carried out as 'acting through' functions under s5.45(2) of the Local Government Act 1995.

APPOINTMENTS

Consistent with the aim of providing a single resource, this Register includes appointments under various statutes, in some cases such appointments are "as of right" and in others the Council or the Chief Executive Officer has chosen not to make an appointment at the date of adoption of this Register.

LOCAL GOVERNMENT ACT 1995

Most delegations and sub delegations described in this Register originate under the Local Government Act 1995 which permits a local government (by absolute majority decision under s5.42(1)) to delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under the Act except those listed in s5.43, which are:

- any power or duty that requires a decision of an absolute majority or special majority of the local government,
- accepting a tender which exceeds an amount determined by the local government,
- appointing an auditor,

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- acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government,
- any of the local government's powers under s5.98, 5.98A, s5.99, s5.99A and s5.100 of the Act,
- borrowing money on behalf of the local government,
- hearing or determining an objection of a kind referred to in s9.5 of the Act,
- the power under s9.49A(4) of the Act to authorise a person to sign documents on behalf of the local government,
- any power or duty that requires the approval of the Minister or the Governor.

In addition, there are several other matters which cannot be delegated to the CEO:

- under r18G of the Local Government (Administration) Regulations and s7.12a, 7.12A(3)(a) and s7.12(4), which relate to meetings with auditors,
- matters covered by the CEO Standards, adopted by Council and which relate to the recruitment and performance management of the Chief Executive Officer
- under r16 of the Local Government (Financial Management) Regulations which prevent the delegation of matters relating to internal audit to an employee who has been delegated the duty of maintaining the day-to-day accounts or financial management operations.

The delegation powers under the Local Government Act 1995 relate to the Act itself, Regulations made under the Act and Local Laws made under the Act.

OTHER LEGISLATION

Legislation other than the Local Government Act 1995, its Regulations and the Shire's Local Laws created under the Act where delegations, authorisations or appointments may occur (and which are relevant to the Shire of Boddington) include:

- Animal Welfare Act 2002,
- Australian Citizenship Act 2007,
- Building Act 2011 and Building Regulations 2012
- Bush Fires Act 1954, regulations and local laws created under that Act,
- Cat Act 2011 and regulations
- Caravan Parks and Camping Grounds Act 1995,
- Control of Vehicles (Off-Road Areas) Act 1978 and regulations,
- Dog Act 1976 and regulations,
- Equal Employment Opportunity Act 1984,
- Environmental Protection Act 1986,
- Food Act 2008,
- Freedom of Information Act 1992,
- Graffiti Vandalism Act 2016,
- Health (Miscellaneous Provisions) Act 1911 regulations and local laws created under that Act,
- Health (Asbestos) Regulations 1992,
- Land Administration Act 1997, and regulations,

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1. Local Government Act 1995 Delegations

- Litter Act 1979 and regulations,
- Local Government (Miscellaneous Provisions) Act 1960,
- Parks and Reserves Act 1895,
- Planning and Development Act 2005 including regulations, policies, and the Town Planning Scheme,
- Public Interest Disclosure Act 2003,
- Public Health Act 2016,
- Rates and Charges (Rebates and Deferments) Act 1982,
- Road Traffic Act 1974,
- Strata Titles Act 1985

The Shire of Boddington Town Planning Scheme No 3 permits delegation by Council to employees (rather than via the CEO as per the Local Government Act). Accordingly, the process defined by the Town Planning Scheme for delegating authority and duties is utilised.

SUB DELEGATION BY THE CHIEF EXECUTIVE OFFICER

The Local Government Act 1995 allows the Chief Executive Officer to delegate any of the powers delegated to the office of Chief Executive Officer to another employee (s5.44(1)), in writing (s5.44(2)) and may include conditions (s5.44(4)).

REVIEW OF DELEGATIONS

The Register of Delegations relevant to the CEO and other employees will be reviewed at least once every financial year (in accordance with the provisions of s5.46(1), (2)).

As a matter of principle, the Shire of Boddington will review all delegations, authorisations, and appointments at least once in every financial year, whether under the Local Government Act 1995, or another Act. This is despite the varying requirements for review viz:

- Building Act 2011 - no requirement
- Bush Fires Act 1954 - no requirement
- Cat Act 2011 - annual review requirement
- Dog Act 1976 - annual review requirement
- Food Act 2008 - no requirement
- Graffiti Vandalism Act 2016 - no requirement
- Public Health Act 2016 - no requirement
- Planning and Development Act 2005 - annual review requirement

This will include the Chief Executive Officer reviewing all sub delegations, authorisations and appointments made by him or her.

RECORD OF ACTIONS AND DECISIONS

If a person is exercising a power or duty that has been delegated (including sub delegated), the Local Government Act requires that records be kept whenever the delegated authority is utilised (s5.46(3)).

The record is to contain information on:

- how the person exercised the power or discharged the duty,
- when the person exercised the power or discharged the duty; and

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1. Local Government Act 1995 Delegations

- the persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty (r19 Local Government (Administration) Regulations 1996)

Sections responsible for a work process are to ensure that data is captured, and records managed in accordance with all legislation, as well as preparing reports to Council where required under a specific delegation.

Similar provisions do not exist under other legislation regarding record keeping (except for the Building Act 2011).

The CEO has determined that in relation to all record keeping of the exercise of delegated authority under legislation other than the Local Government Act 1995 that the provisions of the latter will apply and the same record keeping approach as required under the Local Government Act will be applied.

These requirements will be applied as an administrative instruction from the CEO.

PRIMARY/ANNUAL RETURNS AND GIFT DISCLOSURES

A person to whom a duty or power is delegated under the Local Government Act 1995 is a 'designated employee' under s5.74(b) of the Act and is required to:

- disclose relevant interests s5.70 LGA
- complete a Primary Return s5.75 LGA
- complete Annual Returns s5.76 LGA

Although these requirements relate only to delegations under the Local Government Act 1995 and not any other Acts, the Council and the CEO have taken the decision to require compliance with those provisions, even when made under other Acts, to ensure all employees are treated equally in such disclosures.

A delegation has prepared in this Register to give effect to this approach, with the CEO delegated authority to nominate employees as "designated employees".

ACTING THROUGH ANOTHER PERSON

The Local Government Act recognises that employees do not always need delegations (or sub delegations) to carry out their tasks and functions on behalf of the Shire - s5.45 (2):

Nothing in this Division (Division 4 - Local Government Employees) is to be read as preventing:

- a local government from performing any of its functions by acting through a person other than the Chief Executive Officer; or
- a CEO from performing any of his or her functions by acting through another person.

The key difference between a delegation and 'acting through' is that a delegate exercises the delegated decision-making function in his or her own right.

Thus, an employee may pay an account or issue an approval if directed to do so by another employee who has the authority to make such a decision and chooses to 'act through' another employee.

The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the 'acting through' concept.

Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority. For further information, see Department of Local Government and Communities Guideline No 17 - Delegations.

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1. Local Government Act 1995 Delegations

Local Government Act 1995 Delegations

1.1 Council to CEO

1.1.1 Compensation - Damage Incurred when Performing Executive Functions

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.22(1) Compensation s.3.23 Arbitration
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none">1. In accordance with the s.3.22 procedures, assess and determine the extent of damage to private property arising directly from performance of executive functions and make payment of compensation [s.3.22(1)].2. Where compensation is unable to be determined and agreed between parties, give effect to arbitration in accordance with s.3.23.
Council Conditions on this Delegation:	<ol style="list-style-type: none">a. Delegation is limited to settlements which do not exceed a material value of \$500
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Nil
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.2 Powers of Entry

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.28 When this Subdivision applies s.3.32 Notice of entry s.3.33 Entry under warrant s.3.34 Entry in an emergency s.3.36 Opening fences
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to exercise powers of enter to enter onto land to perform any of the local Government functions under this Act, other than entry under a Local Law [s.3.28]. 2. Authority to give notice of entry [s.3.32]. 3. Authority to seek and execute an entry under warrant [s.3.33]. 4. Authority to execute entry in an emergency, using such force as is reasonable [s.3.34(1) and (3)]. 5. Authority to give notice and effect entry by opening a fence [s.3.36].
Council Conditions on this Delegation:	a. Delegated authority under s.3.34(1) and (3) may only be used, where there is imminent or substantial risk to public safety or property.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995: s.9.10 Appointment of authorised persons – refer also s.3.32(2)] Part 3, Division 3, Subdivision 3 – prescribes statutory processes for Powers of Entry s.3.34(2) Entry in an emergency – Refer to CEO Delegation
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.3 Declare Vehicle is Abandoned Vehicle Wreck

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.40A(4) Abandoned vehicle wreck may be taken
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Declare that an impounded vehicle is an abandoned vehicle wreck [s.3.40A(4)].
Council Conditions on this Delegation:	a. Disposal of a declared abandoned vehicle wreck to be undertaken in accordance with Delegated Authority - Disposing of Confiscated or Uncollected Goods or alternatively, referred for Council decision.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services; Executive Manager Development Services?
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.4 Confiscated or Uncollected Goods

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.46 Goods May be withheld until costs paid s.3.47 Confiscated or uncollected goods, disposal of s.3.48 Impounding expenses, recovery of
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to refuse to allow goods impounded under s.3.39 or 3.40A to be collected until the costs of removing, impounding, and keeping them have been paid to the local government. [s.3.46] 2. Authority to sell or otherwise dispose of confiscated or uncollected goods or vehicles that have been ordered to be confiscated under s.3.43 [s.3.47]. 3. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].
Council Conditions on this Delegation:	<p>Disposal of confiscated or uncollected goods, including abandoned vehicles, with a market value less than \$20,000 may, in accordance with Functions and General Regulation 30, be disposed of by any means considered to provide best value, provided the process is transparent and accountable.</p> <p>For vehicles with estimated value of \$1 - \$500 - Notices seeking offers for purchases shall be displayed on the Shire of Boddington's notice boards and on the website. Any vehicle not purchased will be disposed of at the Boddington Refuse Tip or donated to a community group.</p> <p>For vehicles with estimated value of \$501 - \$5,000 - Notice seeking offers for purchases shall be advertised with local public notice and displayed on the Shire of Boddington's notice boards and on the website. Any vehicle not purchased will be disposed of at the Boddington Refuse Tip or donated to a community group.</p> <p>For vehicles with estimated value of \$5,001 + - Items shall be tendered as per the requirements of S3.58 of the Local Government Act 1995. Any vehicle not purchased will be disposed of at the Boddington Refuse Tip or donated to a community group.</p>
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

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Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services, Executive Manager Development Services?
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995 : Part 3, Division 3, Subdivision 3 s.3.58 Disposing of Property – applies to the sale of goods under s.3.47 as if they were property referred to in that section.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.5 Disposal of Sick or Injured Animals

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	Local Government Act 1995: s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.47A Sick or injured animals, disposal of s.3.48 Impounding expenses, recovery of
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine when an impounded animal is ill or injured, that treating it is not practicable, and to humanely destroy the animal and dispose of the carcass [s.3.47A(1)]. 2. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].
Council Conditions on this Delegation:	a. Delegation only to be used where the Delegate's reasonable efforts to identify and contact an owner have failed.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services, <u>Executive Manager Development Services</u>Executive Manager Planning and Development, Ranger.
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.6 Close Thoroughfares to Vehicles

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.50 Closing certain thoroughfares to vehicles s.3.50A Partial closure of thoroughfare for repairs or maintenance s.3.51 Affected owners to be notified of certain proposals
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles for a period not exceeding 4-weeks [s.3.50(1)]. 2. Authority to determine to close a thoroughfare for a period exceeding 4-weeks and before doing so, to: <ul style="list-style-type: none"> • give; public notice, written notice to the Commissioner of Main Roads and written notice to prescribed persons and persons that own prescribed land; and • consider submissions relevant to the road closure/s proposed [s.3.50(1a), (2) and (4)]. 3. Authority to revoke an order to close a thoroughfare [s.3.50(6)]. 4. Authority to partially and temporarily close a thoroughfare without public notice for repairs or maintenance, where it is unlikely to have significant adverse effect on users of the thoroughfare [s.3.50A] 5. Before doing anything to which section 3.51 applies, take action to notify affected owners and give public notice that allows reasonable time for submissions to be made and consider any submissions made before determining to fix or alter the level or alignment of a thoroughfare or draining water from a thoroughfare to private land [s.3.51].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. If, under s.3.50(1), a thoroughfare is closed without giving local public notice, local public notice is to be given as soon as practicable after the thoroughfare is closed [s.3.50(8)]. b. Maintain access to adjoining land [s.3.52(3)] (relevant to a Townsite only).
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation:	

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<i>Conditions on the original delegation also apply to the sub-delegations.</i>	
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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.7 Control Reserves and Certain Unvested Facilities

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.53(3) Control of certain unvested facilities s.3.54(1) Reserves under control of local government
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to agree the method for control and management of an unvested facility which is partially within 2 or more local government districts. [s.3.53(3)]. 2. Authority to do anything for the purpose of controlling and managing land under the control and management of the Shire that the Shire could do under s.5 of the <i>Parks and Reserves Act 1895</i>. [s.3.54(1)].
Council Conditions on this Delegation:	a. Limited to matters where the financial implications do not exceed a relevant and current budget allocation, and which do not create a financial liability in future budgets.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Nil
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.8 Obstruction of Footpaths and Thoroughfares

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.5(2) Interfering with, or taking from, local government land r.6 Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl. 3(1)(a) r.7A Obstruction of public thoroughfare by fallen things – Sch.9.1 cl.3(1)(b) r.7 Encroaching on public thoroughfare – Sch.9.1. cl.3(2)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine, by written notice served on a person who is carrying out plastering, painting or decorating operations (the work) over or near a footpath on land that is local government property, to require the person to cover the footpath during the period specified in the notice so as to: <ol style="list-style-type: none"> a. prevent damage to the footpath; or b. prevent inconvenience to the public or danger from falling materials [ULP r.5(2)]. 2. Authority to provide permission including imposing appropriate conditions or to refuse to provide permission, for a person to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare. [ULP r.6(2) and (4)]. 3. Authority to renew permission to obstruct a thoroughfare and to vary any condition imposed on the permission effective at the time written notice is given to the person to whom permission is granted [ULP r.6(6)]. 4. Authority to require an owner or occupier of land to remove any thing that has fallen from the land or from anything on the land, which is obstructing a public thoroughfare [ULP r.7A]. 5. Authority to require an owner occupier of land to remove any part of a structure, tree or plant that is encroaching, without lawful authority on a public thoroughfare [ULP r.7].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in <i>the Local Government (Uniform Local Provisions) Regulations 1996</i>. b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> i. Where appropriate, obtained written permission from each owner of adjoining or adjacent property which may be impacted by the proposed obstruction.

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	<ul style="list-style-type: none"> ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good public assets damaged by the obstruction at the completion of works. iii. Provided evidence of sufficient Public Liability Insurance. iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services, Executive Manager Development Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1– Public Thoroughfare Obstruction – Determine Conditions</p> <p>Local Government (Uniform Local Provisions) Regulations 1996</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995</p>
Record Keeping	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.9 Gates Across Public Thoroughfares

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.9 Permission to have gate across public thoroughfare – Sch.9.1 cl.5(1)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to provide, or refuse to provide, permission to have a gate or other device across a local government thoroughfare that permits the passage of vehicle traffic and prevents livestock straying [ULP r.9(1)]. 2. Authority to require an applicant to publish a notice of the application in a manner thought fit for the purpose of informing persons who may be affected by the proposed gate or device [r.9(2)]. 3. Authority to impose conditions on granting permission [ULP r.9(4)]. 4. Authority to renew permission, or at any other time vary any condition, effective upon written notice to the person to whom permission was granted [ULP r.9(5)]. 5. Authority to cancel permission by written notice and request the person to whom permission was granted to remove the gate or device within a specified time [ULP r.9(6)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. b. Each approval provided must be recorded in the Shire's statutory Register of Gates in accordance with Uniform Local Provisions Regulation 8.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
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	<p>Local Government (Uniform Local Provisions) Regulations 1996 – prescribe applicable statutory procedures</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.10 Public Thoroughfare – Dangerous Excavations

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.11(1), (4), (6) & (8) Dangerous excavation in or near public thoroughfare – Sch.9.1 cl.6
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine if an excavation in or on land adjoining a public thoroughfare is dangerous and take action to fill it in or fence it or request the owner / occupier in writing to fill in or securely fence the excavation [ULP r.11(1)]. 2. Authority to determine to give permission or refuse to give permission to make or make and leave an excavation in a public thoroughfare or land adjoining a public thoroughfare [ULP r.11(4)]. 3. Authority to impose conditions on granting permission [ULP r.11(6)]. 4. Authority to renew a permission granted or vary at any time, any condition imposed on a permission granted [ULP r.11(8)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> i. Where appropriate, obtained written permission from or entered into a legal agreement with, each owner of adjoining or adjacent property which may be impacted by the proposed works. ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public assets at the completion of works. iii. Provided evidence of sufficient Public Liability Insurance. iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

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Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1.3.3 – Determine and Manage Conditions on Permission for Dangerous Excavations on or on land adjoining Public Thoroughfares</p> <p>Local Government (Uniform Local Provisions) Regulations 1996 – prescribe applicable statutory procedures</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.11 Crossing – Construction, Repair and Removal

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.12(1) Crossing from public thoroughfare to private land or private thoroughfare – Sch.9.1 cl.7(2) r.13(1) Requirement to construct or repair crossing – Sch.9.1 cl.7(3)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to approve or refuse to approve, applications for the construction of a crossing giving access from a public thoroughfare to land or private thoroughfare serving land [ULP r,12(1)]. 2. Authority to determine the specifications for construction of crossings to the satisfaction of the Local Government [ULP r.12(1)(a)]. 3. Authority to give notice to an owner or occupier of land requiring the person to construct or repair a crossing [ULP r.13(1)]. 4. Authority to initiate works to construct a crossing where the person fails to comply with a notice requiring them to construct or repair the crossing and recover 50% of the cost of doing so as a debt due from the person [ULP r.13(2)].
Council Conditions on this Delegation:	a. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i> .
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Uniform Local Provisions) Regulations 1996 – prescribe applicable statutory procedures Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995
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1.1.12 Private Works on, over or under Public Places

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> r.17 Private works on, over, or under public places – Sch.9.1 cl.
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to grant permission or refuse permission to construct a specified thing on, over, or under a specified public thoroughfare or public place that is local government property [ULP r.17(3)]. 2. Authority to impose conditions on permission including those prescribed in r.17(5) and (6) [ULP r.17(5)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> i. Where appropriate, obtained written permission from or entered into a legal agreement with, each owner of adjoining or adjacent property which may be impacted by the proposed private works. ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public place at the completion of works. iii. Provided evidence of sufficient Public Liability Insurance. iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
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	<p>Local Government (Uniform Local Provisions) Regulations 1996 – prescribe applicable statutory procedures</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1.3.4 Determine and Manage Conditions on Permission for Private Works on, over, or under Public Places</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.13 Give Notice to Prevent Damage to Local Government Property from Wind Erosion and Sand Drift

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) 1996:</i> r.21(1) Wind erosion and sand drifts – Sch.9.1 cl.12
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to give notice to a landowner / occupier if it is considered that clearing the owner / occupier's land may cause local government land with a common boundary, to be adversely affected by wind erosion or sand drift [ULP r.21(1)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Uniform Local Provisions) Regulations 1996 – prescribe applicable statutory procedures Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the Local Government Act 1995
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1.1.14 Expressions of Interest for Goods and Services

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.21 Limiting who can tender, procedure for r.23 Rejecting and accepting expressions of interest to be acceptable tenderer
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine when to seek Expressions of Interest and to invite Expressions of Interest for the supply of goods or services [F&G r.21]. 2. Authority to consider Expressions of Interest which have not been rejected and determine those which are capable of satisfactorily providing the goods or services, for listing as acceptable tenderers [F&G r.23].
Council Conditions on this Delegation:	a. Expressions of Interest may only be called where there is an adopted budget for the proposed goods or services.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Functions and General) Regulations 1996 – prescribe applicable statutory procedures WALGA Subscription Service – Procurement Toolkit Council Policy 13.3 Purchasing Policy
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1.1.15 Tenders for Goods and Services – Call Tenders

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.11(1), (2) When tenders have to be publicly invited r.13 Requirements when local government invites tenders though not required to do so r.14 Publicly inviting tenders, requirements for
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to call tenders [F&G r.11(1)]. 2. Authority to invite tenders although not required to do so [F&G r.13]. 3. Authority to determine in writing, before tenders are called, the criteria for acceptance of tenders [F&G r.14(2a)]. 4. Authority to determine the information that is to be disclosed to those interested in submitting a tender [F&G r.14(4)(a)]. 5. Authority to vary tender information after public notice of invitation to tender and before the close of tenders, taking reasonable steps to ensure each person who has sought copies of the tender information is provided notice of the variation [F&G r.14(5)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Tenders may only be called where there is an adopted budget for the proposed goods or services, with the exception being in the period immediately prior to the adoption of a new Annual Budget where: <ol style="list-style-type: none"> i. the proposed goods or services are required to fulfil a routine contract related to the day-to-day operations of the Local Government; or ii. a current supply contract expiry is imminent; and iii. the value of the proposed new contract has been included in the draft Annual Budget proposed for adoption, and iv. the tender specification includes a provision that the tender will only be awarded subject to the budget adoption by the Council.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

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Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	a. Each sub-delegate may only use the sub-delegation regarding contracts that are within the scope of the incumbent's position role and responsibilities.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Functions and General) Regulations 1996 – prescribe applicable statutory procedures WALGA Subscription Service – Procurement Toolkit Council Policy 13.3 Purchasing Policy
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1.1.16 Tenders for Goods and Services – Accepting and Rejecting Tenders; Varying Contracts; Exercising Contract Extension Options

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.11(2)(j) Exercising contract extension options r.18(2), (4), (4a), (5), (6) and (7) Rejecting and accepting tenders r.20(1), (2), (3) Variation of requirements before entry into contract r.21A Varying a contract for the supply of goods or services
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine whether or not to reject tenders that do not comply with requirements as specified in the invitation to tender [F&G.r.18(2)]. 2. Authority to seek clarification from tenderers in relation to information contained in their tender submission [F&G r.18(4a)]. 3. Authority to assess, by written evaluation, tenders that have not been rejected, to determine: <ol style="list-style-type: none"> i. The extent to which each tender satisfies the criteria for deciding which tender to accept; and ii. To accept the tender that is most advantageous within the \$500,000 detailed as a condition on this Delegation [F&G r.18(4)]. 4. Authority to decline to accept any tender [F&G r.18(5)]. 5. Authority to accept the next most advantageous tender if, within 6-months of accepting a tender, a contract has not been entered into <u>OR</u> the local government and the successful tenderer agree to terminate the contract [F&G r.18(6) & (7)]. 6. Authority to determine whether variations in goods and services required are minor variations, and to negotiate with the successful tenderer to make minor variations <u>before</u> entering into a contract [F&G r.20(1) and (3)]. 7. Authority to choose the next most advantageous tender to accept, if the chosen tenderer is unable or unwilling to form a contract to supply the varied requirement <u>OR</u> the minor variation cannot be agreed with the successful tenderer, so that the tenderer ceases to be the chosen tenderer [F&G r.20(2)]. 8. Authority to vary a tendered contract, <u>after</u> it has been entered into, provided the variation/s are necessary for the

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	<p>goods and services to be supplied, and do not change the scope of the original contract or increase the contract value beyond 10% or to a maximum of \$20,000 (ex GST) whichever is the lesser value [F&G r.21A(a)].</p> <p>9. Authority to exercise a contract extension option that was included in the original tender specification and contract in accordance with r.11(2)(j).</p>
<p>Council Conditions on this Delegation:</p>	<p>a. Exercise of authority under F&G.r.18(2) requires consideration of whether or not the requirements as specified in the invitation to tender have been expressed as mandatory and if so, discretion may not be capable of being exercised – consider process contract implications.</p> <p>b. In accordance with s.5.43(b), tenders may only be accepted under this delegation, where:</p> <ul style="list-style-type: none"> i. The total consideration under the resulting contract is \$400,000 or less; ii. The expense is included in the adopted Annual Budget; and iii. The tenderer has complied with requirements under F&G r.18(2) and (4). <p>c. A decision to vary a tendered contract <u>before</u> entry into the contract [F&G r.20(1) and (3)] must include evidence that the variation is minor in comparison to the total goods or services that tenderers were invited to supply.</p> <p>d. A decision to vary a tendered contract <u>after</u> entry into the contract [F&G r.21A(a)] must comply with the any Council Policy and must include evidence that the variation is necessary and does not change the scope of the contract.</p> <p>e. A decision to renew or extend the contract must only occur where the original contract contained the option to renew or extend its term as per r.11(2)(j) and that the contractor's performance has been reviewed and the review evidences the rationale for entering the extended term.</p>
<p>Express Power to Sub-Delegate:</p>	<p><i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees</p>

<p>Sub-Delegate/s: <i>Appointed by CEO</i></p>	<p>Nil</p>
<p>CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>a. Each sub-delegate may only use the sub-delegation regarding contracts that are within the scope of the incumbent's position role and responsibilities.</p>

<p>Compliance Links:</p>	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p>
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1.1.17 Tenders for Goods and Services - Exempt Procurement

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Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO												
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.11(2) When tenders have to be publicly invited (<i>exemptions</i>)												
Delegate:	Chief Executive Officer												
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to undertake tender exempt procurement, in accordance with the Purchasing Policy requirements, where the total consideration under the resulting contract is expected to be included in the adopted Annual Budget [F&G.r.11(2)]. 2. Authority to, because of the unique nature of the goods or services or for any other reason it is unlikely that there is more than one supplier, determine to contract directly with a suitable supplier [F&G r.11(2)(f)]. 												
Council Conditions on this Delegation:	<p>a. Tender exempt procurement under F&G.r.11(2) may only be approved where the total consideration under the resulting contract is expected to be less than the maximum \$value specified for the following categories:</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Maximum Value for individual contracts</th> </tr> </thead> <tbody> <tr> <td>WALGA Preferred Supplier Program [F&G.r.11(2)(b)]</td> <td>\$500,000</td> </tr> <tr> <td>Goods or services obtained through the Government of the State or Commonwealth or any of its agencies, or by a local government or regional local government [F&G.r.11(2)(e)]</td> <td>\$500,000</td> </tr> <tr> <td>Goods or services that are determined to be unique so that it is unlikely that there is more than one supplier in accordance with delegation condition (b.) specified below [F&G.r.(2)(f)]</td> <td>\$500,000</td> </tr> <tr> <td>Supply of petrol, oil or any other liquid or gas used for internal combustion engines [F&G.r.11(2)(g)]</td> <td>\$500,000</td> </tr> <tr> <td>Goods or services supplied by a person registered on the Aboriginal Business Directory WA</td> <td>\$250,000*</td> </tr> </tbody> </table>	Category	Maximum Value for individual contracts	WALGA Preferred Supplier Program [F&G.r.11(2)(b)]	\$500,000	Goods or services obtained through the Government of the State or Commonwealth or any of its agencies, or by a local government or regional local government [F&G.r.11(2)(e)]	\$500,000	Goods or services that are determined to be unique so that it is unlikely that there is more than one supplier in accordance with delegation condition (b.) specified below [F&G.r.(2)(f)]	\$500,000	Supply of petrol, oil or any other liquid or gas used for internal combustion engines [F&G.r.11(2)(g)]	\$500,000	Goods or services supplied by a person registered on the Aboriginal Business Directory WA	\$250,000*
Category	Maximum Value for individual contracts												
WALGA Preferred Supplier Program [F&G.r.11(2)(b)]	\$500,000												
Goods or services obtained through the Government of the State or Commonwealth or any of its agencies, or by a local government or regional local government [F&G.r.11(2)(e)]	\$500,000												
Goods or services that are determined to be unique so that it is unlikely that there is more than one supplier in accordance with delegation condition (b.) specified below [F&G.r.(2)(f)]	\$500,000												
Supply of petrol, oil or any other liquid or gas used for internal combustion engines [F&G.r.11(2)(g)]	\$500,000												
Goods or services supplied by a person registered on the Aboriginal Business Directory WA	\$250,000*												

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	<p><u>OR</u> Indigenous Minority Supplier Office Limited (T/as Supply Nation) <u>AND</u> where satisfied that the contract represents value for money. [F&G.r.11(2)(h)]</p>	<p><i>*as specified in F&G.r.11(2)(h)(ii)</i></p>
	<p>Goods or services supplied by an Australian Disability Enterprise [F&G.r.11(2)(i)]</p>	<p>\$500,000</p>
	<p>b. Tender exempt procurement under F&G r.11(2)(f) may only be approved where a record is retained that evidences:</p> <ul style="list-style-type: none"> i. A detailed specification; ii. The outcomes of market testing of the specification; iii. The reasons why market testing has not met the requirements of the specification; iv. Rationale for why the supply is unique and cannot be sourced through other suppliers; and v. The expense is included in the adopted Annual Budget. <p>c. Where the total consideration of a Tender Exempt procurement contract exceeds the \$500,000 delegated above, the decision is to be referred to Council.</p>	
<p>Express Power to Sub-Delegate:</p>	<p><i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees</p>	

<p>Sub-Delegate/s: <i>Appointed by CEO</i></p>	<p>Manager Works and Services Executive Manager Corporate Services</p>
<p>CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>a. Each sub-delegate may only use the sub-delegation in regard to contracts that are within the scope of the incumbent's position role and responsibilities, and in accordance with purchasing limits.</p>

<p>Compliance Links:</p>	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Local Government (Functions and General) Regulations 1996 – prescribe applicable statutory procedures</p> <p>WALGA Subscription Service – Procurement Toolkit</p> <p>Council Policy 13.3 Purchasing Policy</p>
<p>Record Keeping:</p>	<p>In accordance with r19 Local Government (Administration) Regulations 1996</p>

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1. Local Government Act 1995 Delegations

1.1.18 Disposing of Property

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.58(2) & (3) Disposing of Property
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to dispose of property to: <ol style="list-style-type: none"> (a) the highest bidder at public auction [s.3.58(2)(a)]. (b) the person who at public tender called by the local government makes what is considered by the delegate to be, the most acceptable tender, whether it is the highest tender [s.3.58(2)(b)] 2. Authority to dispose of property by private treaty only in accordance with section 3.58(3) and prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Disposal of land or building assets is limited to matters specified in the Annual Budget and in any other case, a Council resolution is required. b. In accordance with s.5.43, disposal of property, for any single project or where not part of a project but part of a single transaction, is limited to a maximum value of \$2,000 or less. c. When determining the method of disposal: <ul style="list-style-type: none"> • Where a public auction is determined as the method of disposal: <ul style="list-style-type: none"> ○ Reserve price has been set by independent valuation. ○ Where the reserve price is not achieved at auction, negotiation may be undertaken to achieve the sale at up to a -10% variation on the set reserve price. • Where a public tender is determined as the method of disposal and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method and if so, must determine not to accept any tender and use an alternative disposal method. • Where a private treaty is determined [s.3.58(3)] as the method of disposal, authority to: <ul style="list-style-type: none"> ○ Negotiate the sale of the property up to a -10% variance on the valuation; and

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	<ul style="list-style-type: none"> ○ Consider any public submissions received and determine if to proceed with the disposal, ensuring reasons for the decision are recorded. <p>d. Where the market value of the property is determined as being less than \$20,000 (F&G r.30(3) excluded disposal), or is an item of plant or equipment with a market value less than \$100,000 and specified in the Annual Budget, disposal may be undertaken:</p> <ul style="list-style-type: none"> ● Without reference to Council for resolution; and ● In any case, be undertaken to ensure that the best value return is achieved however, where the property is determined as having a nil market value then, as a minimum, the disposal must ensure environmentally responsible disposal.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995 – s.3.58 Disposal of Property Local Government (Functions and General) Regulations 1995 – r.30 Dispositions of property excluded from Act s. 3.58
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.19 Payments from the Municipal or Trust Funds

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government (Financial Management) Regulations 1996:</i> r.12(1)(a) Payments from municipal fund or trust fund, restrictions on making
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to make payments from the municipal or trust funds [r.12(1) (a)].
Council Conditions on this Delegation:	a. Authority to make payments is subject to annual budget limitations.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services Manager Works and Services <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Finance Coordinator
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> Delegates must comply with the Procedures approved by the CEO in accordance with Financial Management Regulation 5. Each payment is to be authorised by two members of staff including: <ul style="list-style-type: none"> one or both of the Chief Executive Officer, Executive Manager Corporate Services, or/and Executive Manager <u>Planning and Development</u> <u>Development Services</u>, Manager Works and Services, Finance Coordinator.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995 Local Government (Financial Management) Regulations 1996 - refer specifically r.13 Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
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1. Local Government Act 1995 Delegations

	Local Government (Audit) Regulations 1996 Department of Local Government, Sport and Cultural Industries Operational Guideline No.11 – Use of Corporate Credit Cards Department of Local Government, Sport and Cultural Industries: Accounting Manual
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.20 Nominate an Employee to be a Designated Employee

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s3.57 Definition of a Designated Employee
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to designate an employee to be a Designated Employee.
Council Conditions on this Delegation:	

Compliance Links:	Local Government Act 1995
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.21 Defer, Grant Discounts, Waive or Write Off Debts

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.12 Power to defer, grant discounts, waive or write off debts
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Waive a debt which is owed to the Shire [s.6.12(1)(b)]. 2. Grant a concession in relation to money which is owed to the Shire [s.6.12(1)(b)]. 3. Write off an amount of money which is owed to the Shire [s.6.12(1)(c)]. 4. Waive fees, levies or charges for the use of facilities and services.
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Write-off a rates or service charge debt up to \$200 in accordance with the Financial Hardship Policy [s.6.12(1)(c) & (2)]. b. A debt may only be written off where all necessary measures have been taken to locate / contact the debtor and where costs associated with continued action to recover the debt will outweigh the net value of the debt if recovered by the Shire. <ol style="list-style-type: none"> i. Limited to individual debts valued below \$200 or cumulative debts of a debtor valued below \$200. Write off of debts greater than these values must be referred for Council decision. c. Fees, levies or charges in relation to the use of facilities may only be waived to a maximum of \$500, and where the application is from a local community group, or for a community purpose. d. Despite other indications in this delegation, where the proposed donation is considered by the Chief Executive Officer to be of a contentious nature, a decision on a proposed donation is to be determined by the Council.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation:	

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<i>Conditions on the original delegation also apply to the sub-delegations.</i>	
Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Collection of Rates Debts – refer Delegations: 1.1.24 Agreement as to Payment of Rates and Service Charges 1.1.26 Recovery of Rates or Service Charges 1.1.27 Recovery of Rates Debts – Require Lessee to Pay Rent 1.1.28 Recovery of Rates Debts – Actions to Take Possession of the Land
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.22 Power to Invest and Manage Investments

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.14 Power to invest <i>Local Government (Financial Management) Regulations 1996:</i> r.19 Investments, control procedures for
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose [s.6.14(1)]. 2. Authority to establish and document internal control procedures to be followed in the investment and management of investments [FM r.19].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. All investment activity must comply with the Financial Management Regulation 19C and Council Policy 9.5. b. A report detailing the investment portfolio's performance, exposures and changes since last reporting, is to be provided as part of the Monthly Financial Reports. c. Procedures are to be systematically documented and retained in accordance with the Record Keeping Plan and must include references that enable recognition of statutory requirements and assign responsibility for actions to position titles. d. Procedures are to be administratively reviewed for continuing compliance and confirmed as 'fit for purpose' and subsequently considered by the Audit and Risk Committee at least once within every 3 financial years. [Audit r.17]
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> 1. A decision to invest must be jointly confirmed by two Delegates.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
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1. Local Government Act 1995 Delegations

	Local Government (Financial Management) Regulations 1996 – refer r.19C Investment of money, restrictions on (Act s.6.14(2)(a)) Council Policy - Investments
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.23 Rate Record Amendment

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.39(2)(b) Rate record
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine any requirement to amend the rate record for the 5-years preceding the current financial year [s.6.39(2)(b)].
Council Conditions on this Delegation:	a. Delegates must comply with the requirements of s.6.40 of the Act.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995 – s.6.40 prescribes consequential actions that may be required following a decision to amend the rate record. Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.24 Agreement as to Payment of Rates and Service Charges

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.49 Agreement as to payment of rates and service charges
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to make an agreement with a person for the payment of rates or service charges [s.6.49].
Council Conditions on this Delegation:	a. Decisions under this delegation must comply with Council Policy. b. Agreements must be in writing and, subject to Council Policy, must ensure acquittal of the rates or service charge debt before the next annual rates or service charges are levied.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Council Policy 9.22 Financial Hardship Policy
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.25 Determine Due Date for Rates or Service Charges

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.50 Rates or service charges due and payable
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine the date on which rates or service charges become due and payable to the Shire [s.6.50].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Nil
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.26 Recovery of Rates or Service Charges

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.56 Rates or service charges recoverable in court s.6.64(3) Actions to be taken
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to recover rates or service charges, as well as costs of proceedings for the recovery, in a court of competent jurisdiction [s.6.56(1)]. 2. Authority to lodge (and withdraw) a caveat to preclude dealings in respect of land where payment of rates or service charges imposed on that land is in arrears [s.6.64(3)].
Council Conditions on this Delegation:	a. Decisions under this delegation must comply with Council Policy.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.27 Recovery of Rates Debts – Require Lessee to Pay Rent

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.60 Local Government may require lessee to pay rent
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give notice to a lessee of land in respect of which there is an unpaid rate or service charge, requiring the lessee to pay its rent to the Shire [s.6.60(2)]. 2. Authority to recover the amount of the rate or service charge as a debt from the lessee if rent is not paid in accordance with a notice [s.6.60(4)].
Council Conditions on this Delegation:	a. Decisions under this delegation must comply with Council Policy.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995 – refer sections 6.61 and 6.62 and Schedule 6.2 prescribe procedures relevant to exercise of authority under s.6.60. Council Policy 9.22 Financial Hardship Policy
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.1.28 Recovery of Rates Debts - Actions to Take Possession of the Land

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.64(1) Actions to be taken s.6.69(2) Right to pay rates, service charges and costs, and stay proceedings s.6.71 Power to transfer land to Crown or local government s.6.74 Power to have land revested in Crown if rates in arrears 3 years
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to take possession of land and hold the land against a person having an estate or interest in the land where rates or service charges have remained unpaid for at least three years [s.6.64(1)], including: <ol style="list-style-type: none"> i. lease the land, or ii. sell the land; or where land is offered for sale and a contract of sale has not been entered into after 12 months: <ol style="list-style-type: none"> I. cause the land to be transferred to the Crown [s.6.71 and s.6.74]; or II. cause the land to be transferred to the Shire [s.6.71]. 2. Authority to agree terms and conditions with a person having estate or interest in land and to accept payment of outstanding rates, service charges and costs within 7 days of and prior to the proposed sale [s.6.69(2)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. Decisions under this delegation must comply with Council Policy. b. In accordance with s.6.68(3A), this delegation cannot be used where a decision relates to exercising a power of sale <u>without having</u>, within the previous 3-years attempted to recover the outstanding rates / charges through a court under s.6.56, as s.6.68(3A) requires that the reasons why court action has not been pursued must be recorded in Council Minutes. c. Exercise of this delegation must comply with the procedures set out in Schedule 6.3 of the <i>Local Government Act 1995</i>.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
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CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	
Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Local Government Act 1995 – Part 6, Division 6 Subdivision 6 and Schedule.6.3 prescribe procedures relevant to exercise of authority under this delegation.</p> <p>Local Government (Financial Management) Regulations 1996 – regulations 72 – 78 prescribe forms and procedures relevant to exercise of authority under this delegation.</p> <p>Council Policy 9.22 Financial Hardship Policy</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.29 Rate Record – Objections

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.6.76 Grounds of objection
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to extend the time for a person to make an objection to a rate record [s.6.76(4)]. 2. Authority to consider an objection to a rate record and either allow it or disallow it, wholly or in part, providing the decision and reasons for the decision in a notice promptly served upon the person whom made the objection [s.6.76(5)].
Council Conditions on this Delegation:	a. A delegate who has participated in any matter contributing to a decision related to the rate record, which is the subject of a Rates Record Objection, must NOT be party to any determination under this Delegation.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.30 Renewal or Extension of Contracts during a State of Emergency

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> Regulation 11 'When tenders have to be publicly invited' Tender exemption under subregulation 11(2)(ja)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority, only to be exercised when a State of Emergency declaration is in force and applies to all or part of the District, to execute a renewal or extension to the term of a contract that will expire within 3 months, for a term of not more than 12 months from the original expiry date, without calling for tenders [F&G r.11(2)(ja)]. This authority relates to: <ul style="list-style-type: none"> • contracts not formed through a public tender, where the total value of the original term and the proposed extension or renewal exceeds \$250 000, and • contracts formed through a public tender.
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. The authority to apply the renewal or extension option may be exercised where one or more of the following principles applies: <ol style="list-style-type: none"> i. It is exercised at the sole discretion of the Local Government, ii. It is in the best interests of the Local Government, iii. It is deemed necessary to facilitate the role of Local Government in relation to the State of Emergency declaration, iv. It has potential to promote local and/or regional economic benefits. b. This authority may only be exercised where the total consideration for the renewal or extension is \$500,000 or less. c. Contracts may only be renewed or extended where there is an adopted and available budget for the proposed goods and services, OR where the expenditure from an alternative available budget allocation has been authorised in advance by the President (i.e. before the expense is incurred) in accordance with LGA s.6.8(1)(c). d. The decision to extend or renew a contract must be made in accordance with the objectives of the Purchasing Policy.

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	<p>e. This authority may only be exercised where the total consideration under the resulting contract is \$500,000 or less.</p> <p>f. The CEO cannot sub-delegate this authority.</p>
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Compliance Links:	<p>Local Government (Functions and General) Regulations 1996</p> <p>WALGA Subscription Service – Procurement Toolkit</p> <p>Council Policy 13.3 Purchasing Policy</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.1.31 Procurement of Goods or Services required to address a State of Emergency

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> Regulation 11 'When tenders have to be publicly invited' Tender exemption under subregulation 11(2)(aa) Associated definition under subregulation 11(3)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority, only to be exercised when a State of Emergency declaration is in force and applies to all or part of the District, to: <ol style="list-style-type: none"> 1. Determine that goods or services with a purchasing value >\$250,000 are required for the purposes of addressing the impact, consequences or need arising from the hazard to which the State of Emergency declaration relates [F&G r11(3)(b)]; and 2. Undertake tender exempt purchasing activity to obtain the supply of those goods or services identified in accordance with point 1 above [F&G r.11(2)(aa)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. This authority may only be exercised where the goods or services are urgently required, and it is not possible for Council to meet within an appropriate timeframe. b. Compliance with the Purchasing Policy is required, but only to the extent that such compliance will not incur an unreasonable delay in providing the required urgent response to the State of Emergency hazard. The rationale for non-compliance with Purchasing Policy must be evidenced in accordance with the Record Keeping Plan. c. Where a relevant budget allocation is not available and a purchase is necessary in response to a State of Emergency, the expenditure from an alternative available budget allocation must be authorised in advance by the Mayor or President (i.e., before the expense is incurred) in accordance with LGA s.6.8. d. The CEO is to inform Council Members after the exercise of this delegation, including details of the contract specification, scope and purchasing value and the rationale for determining that the goods or services were urgently required in response to the State of Emergency declaration. e. The CEO cannot sub-delegate this authority.

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Compliance Links:	Local Government (Functions and General) Regulations 1996 WALGA Subscription Service – Procurement Toolkit Council Policy 13.3 Purchasing Policy
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.2 CEO to Employees

1.2.1 Determine if an Emergency for Emergency Powers of Entry

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.34(2) Entry in emergency
Delegate/s:	Executive Manager Corporate Services <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Manager Works and Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine on behalf of the CEO that an emergency exists for the purposes of performing local government functions [s.3.34(2)].
CEO Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.2.2 Determine and Manage Conditions on Approvals to Obstruct a Public Thoroughfare

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.6(4)(d) Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl. 3(1)(a)
Delegate/s:	Manager Works and Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	When determining to grant permission to obstruct a public footpath or thoroughfare under Delegated Authority 1.2.9: <ol style="list-style-type: none"> 1. Authority to determine the sum sufficient to cover the cost of repairing damage to the public thoroughfare resulting from the placement of a thing or a protective structure, on the basis that the local government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant [ULP r.6(4)(d)]. 2. Authority to determine the requirements for protective structures, during such time as it is considered necessary for public safety and convenience [ULP r.6(5)(b)]. 3. Authority to determine and require in writing, that the person granted permission to obstruct a public thoroughfare repair damage caused by things placed on the thoroughfare and authority to determine if such repairs are to the satisfaction of the local government [ULP r.6(5)(d)].
CEO Conditions on this Delegation:	<ol style="list-style-type: none"> a. Decisions under this Delegation must be exercised in alignment with Council's Delegated Authority 1.2.9 Obstruction of Footpaths and Thoroughfares. b. Actions under this Delegation must comply with the procedural requirements detailed in <i>the Local Government (Uniform Local Provisions) Regulations 1996</i>.
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Uniform Local Provisions) Regulations 1996 Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <i>Local Government Act 1995</i>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.2.3 Determine and Manage Conditions on Permission for Dangerous Excavations on or on land adjoining Public Thoroughfares

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	Local Government (Uniform Local Provisions) Regulations 1996: r.11(6)(c) and (7)(c) Dangerous excavation in or near public thoroughfare – Sch. 9.1 cl.6
Delegate/s:	Manager Works and Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	When determining to grant permission to for a dangerous excavation under Delegated Authority 1.2.12: 1. Authority to determine, as a condition of granting permission, the sum sufficient to deposit to cover the cost of repairing damage to the public thoroughfare or adjoining land resulting from the excavation or a protective structure, on the basis that the local government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant [r.11(6)(c)]. 2. Authority to determine, as a condition of granting permission, requirements for protective structures and for the protective structures to be maintained and kept in satisfactory condition necessary for public safety and convenience [r.11(7)(c)]. 3. Authority to determine if repairs to damage resulting from excavation or protective structures have been repaired satisfactorily.
CEO Conditions on this Delegation:	a. Decisions under this Delegation must be exercised in alignment with Council’s Delegated Authority 1.2.12 Public Thoroughfares – Dangerous Excavations. b. Actions under this Delegation must comply with the procedural requirements detailed in <i>the Local Government (Uniform Local Provisions) Regulations 1996</i> .
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Uniform Local Provisions) Regulations 1996 Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <i>Local Government Act 1995</i>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.2.4 Determine and Manage Conditions on Permission for Private Works on, over, or under Public Places

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.17(5)(b) and r.17(6)(c) Private works on, over, or under public places — Sch. 9.1 cl. 8
Delegate/s:	Manager Works and Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine, as a condition of granting permission for Private Works in Public Places, the sum sufficient to deposit with the Local Government to cover the cost of repairing damage to the public thoroughfare or public place resulting from the crossing construction, on the basis that the Local Government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant [r.17(5)(b)]. 2. Authority to determine if repairs to damage resulting from excavation or protective structures have been repaired satisfactorily. [r.17(6)(c)].
CEO Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. This delegated authority is effective only in alignment with Delegated Authority Private Works on, over or under Public Places
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.2.5 Electoral Enrolment Eligibility Claims and Electoral Roll

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.4.32(4), (5A) & (5) Eligibility to enrol under s.4.30, how to claim s.4.34 Accuracy of enrolment details to be maintained s.4.35 Decision that eligibility to enrol under s.4.30 has ended s.4.37 New roll for each election <i>Local Government (Elections) Regulations 1995:</i> r.11(1a) Nomination of co-owners or co-occupiers — s.4.31 r.13(2) & (4) Register - s.4.32(6)
Delegate/s:	Executive Manager Corporate Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to require the written notice for co-owners or co-occupiers to be incorporated into Form 2 [r.11(1a)]. 2. Authority to decide whether or not the claimant is eligible under s.4.30(1)(a) and (b) and accept or reject the claim accordingly [s.4.32(4)]. 3. Authority to decide to accept or reject a claim made before the close of enrolments, but less than 14-days before the close of nominations [s.3.42(5A)]. 4. Authority to make any enquiries necessary in order to make a decision on an eligibility claim [s.4.32(5)]. 5. Authority to approve the omission of an elector's address from the Owners and Occupiers Register on the basis of a declaration from the elector that the publication of this information would place the elector's or their families safety at risk [Elections r.13(2)]. 6. Authority to amend the Owners and Occupiers Register from time to time to make sure that the information recorded in it is accurate [Elections r.13(4)]. 7. Authority to ensure that the information about electors that is recorded from enrolment eligibility claims is maintained in an up to date and accurate form [s.4.34]. 8. Authority to decide that a person is no longer eligible under s.4.30 to be enrolled on the Owners and Occupiers Electoral Roll [s.4.35(1)] and to give notice [s.4.35(2)] and consider submissions [s.4.35(6)], before making such determination. 9. Authority to determine to take any action necessary to give effect to advice received from the Electoral Commissioner [s.4.35(5)]. 10. Decide, with the approval of the Electoral Commissioner, that a new electoral roll is not required for an election day

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	which is less than 100 days since the last election day [s.4.37(3)].
CEO Conditions on this Delegation:	a. Decisions on enrolment eligibility are to be recorded in the Enrolment Eligibility Register in accordance with s.4.32(6) and s.4.35(7).
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Department of Local Government, Sport and Cultural Industries: Returning Officer Manual
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.2.6 Destruction of Electoral Papers

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Elections) Regulations 1996:</i> r.82(4) Keeping election papers – s4.84(a)
Delegate/s:	Executive Manager Corporate Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to, after a period of 4-years, destroy the parcels of election papers in the presence of at least 2 other employees [Elect. r.82(4)].
CEO Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Department of Local Government, Sport and Cultural Industries: Returning Officer Manual
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1.2.7 Appoint Authorised Persons

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.24 Authorising persons under this subdivision [Part 3, Division 3, Subdivision 2 – Certain provisions about land] s.9.10 Appointment of authorised persons
Delegate:	nil
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to appoint persons or classes of persons as authorised persons [s.3.24 and s.9.10] for the purpose of fulfilling functions of an authorised person prescribed in the following legislation inclusive of subsidiary legislation made under each Act i.e. Regulations: <ol style="list-style-type: none"> (a) Local Government Act 1995 and its subsidiary legislation, including Local Government Act Regulations, the <i>Local Government (Miscellaneous Provisions) Act 1960</i> and Local Laws made under the Local Government Act. (b) <i>Caravan Parks and Camping Grounds Act 1995.</i> (c) <i>Cat Act 2011.</i> (d) <i>Cemeteries Act 1986.</i> (e) <i>Control of Vehicles (Off-road Areas) Act 1978.</i> (f) <i>Dog Act 1976.</i> (g) Graffiti Vandalism Act 2016 – refer s.15; and (e) any other legislation prescribed for the purposes of s.9.10 of the <i>Local Government Act 1995.</i> 2. Authority to appoint authorised persons for the purposes of section 9.16 of the <i>Local Government Act 1995</i>, <u>as a precondition</u> for appointment as authorised officers in accordance with Regulation 70(2) of the Building Regulations 2012 and section 6(b) of the <i>Criminal Procedure Act 2004.</i>
CEO Conditions on this Delegation:	<ol style="list-style-type: none"> a. A register of Authorised Persons is to be maintained as a Local Government Record. b. Only persons who are appropriately qualified and trained may be appointed as Authorised persons.
Express Power to Sub-Delegate:	NIL.

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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person's personnel file. A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.

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1.2.8 Information to be Available to the Public

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Administration) Regulations 1996:</i> r.29(2) &(3) Information to be available for public inspection (Acts s.5.94) r.29B Copies of certain information not to be provided (Act s.5.96) <i>Local Government Act 1995:</i> s.9.95(1)(b) & (3)(b) Limits on right to inspect local government information
Delegate/s:	Executive Manager Corporate Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine the public right to inspect information, by determining if the information requested relates to a part of a meeting that could have been closed to members of the public but was not [Admin. r.29(2)]. 2. Authority to determine the public right to inspect information in an agenda or minutes, by determining if the information requested would be part of the meeting which is likely to be closed to members of the public [Admin. r.29(3)]. 3. Authority to determine the manner and form by which a person may request copies of rates record information [s.5.94(m)] or owners and occupiers register and electoral rolls [s5.94(s)] and to make the information available, if satisfied, by statutory declaration or otherwise, that the information will not be used for commercial purposes [Admin r.29B]. 4. Authority to determine not to provide a right to inspect information, where it is considered that in doing so would divert a substantial and unreasonable portion of the local government's resources away from its other functions [s5.95(1)(b)]. 5. Authority to determine not to provide a right to inspect information contained in notice papers, agenda, minutes, or information tabled at a meeting, where it is considered that that part of the meeting could have been closed to members of the public but was not closed [s.5.94(3)(b)].
CEO Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
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1.2.9 Financial Management Systems and Procedures

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Financial Management) Regulations 1996:</i> r.5 CEO's Duties as to financial management
Delegate/s:	Executive Manager Corporate Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to establish systems and procedures [FM r.5] that give effect to internal controls and risk mitigation for the: <ol style="list-style-type: none"> i. Collection of money owed to the Shire ii. Safe custody and security of money collected or held by the Shire, iii. Maintenance and security of all financial records, including payroll, stock control and costing records, iv. Proper accounting of the Municipal and Trust Funds, including revenue, expenses and assets and liabilities, v. Proper authorisation of employees for incurring liabilities, including authority for initiating Requisition Orders, Purchase Orders and use of Credit and Transaction Cards, vi. Making of payments in accordance with Delegated Authority 1.1.21, vii. Preparation of budgets, budget reviews, accounts, and reports as required by legislation or operational requirements.
CEO Conditions on this Delegation:	<ol style="list-style-type: none"> a. Procedures are to be systematically documented and retained in accordance with the Record Keeping Plan and must include references that enable recognition of statutory requirements and assign responsibility for actions to position titles. b. Procedures are to be administratively reviewed for continuing compliance and confirmed as 'fit for purpose' and subsequently considered by the Audit and Risk Committee at least once within each 3 financial years. [Audit r.17]
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government Act 1995
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	Local Government (Financial Management) Regulations 1996 Local Government (Audit) Regulations 1996 Department of Local Government, Sport and Cultural Industries Operational Guideline No.11 – Use of Corporate Credit Cards
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.2.10 Audit – CEO Review of Systems and Procedures

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government (Audit) Regulations 1996:</i> r.17 CEO to review certain systems and procedures
Delegate/s:	Executive Manager Corporate Services
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to conduct the review of the appropriateness and effectiveness of the Shire's systems and procedures in relation to <ol style="list-style-type: none"> i. risk management; and ii. internal controls; and iii. legislative compliance [r.17(1)].
CEO Conditions on this Delegation:	a. Each matter is to be reviewed at least once within every 3 financial years, with a report on each matter to be provided to the Audit and Risk Committee that details the findings, including any identified deficiencies, and actions required.
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Local Government (Audit) Regulations 1996
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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1. Local Government Act 1995 Delegations

1.2.11 Infringement Notices

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.9.13(6)(b) Onus of proof in vehicle offences may be shifted s.9.19 Extension of Time s.9.20 Withdrawal of Notice <i>Building Regulations 2012:</i> Regulation 70(1A), (1), (2) Approved officers and authorised officers
Delegate/s:	Ranger <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to consider an owner of a vehicle's submission that the vehicle that is subject of an infringement notice, had been stolen or unlawfully taken at the time of the alleged offence [s.9.13(6)(b)]. 2. Authority to extend the 28-day period within which payment of a modified penalty may be paid, whether or not the period of 28-days has elapsed [s.9.19]. 3. Authority to withdraw an infringement notice within one year after the notice was given, whether or not the modified penalty has been paid by sending a withdrawal notice (in the prescribed form) to the alleged offender and if the modified penalty has been paid, providing a refund [s.9.20].
CEO Conditions on this Delegation:	<ol style="list-style-type: none"> a. A delegate who participated in a decision to issue an infringement notice, must NOT determine any matter related to that infringement notice under this Delegation. b. Delegation for Dog Act, Cat Act, Parking Local Law, Infringement Notices is limited to the following listed positions ONLY: <ol style="list-style-type: none"> (i) Ranger (ii) <u>Executive Manager Planning and Development</u> <u>Development Services</u> c. The following listed positions are delegated the functions under s.9.19 and s.9.20 only as a <u>precondition for appointment</u> as an "Approved Officer" in accordance with <i>Building Regulation 70(1)</i> for the purposes of the <i>Criminal Procedure Act 2004</i> section 6(a) and <i>Building Act 2011</i> Infringement Notices: <ol style="list-style-type: none"> (i) CEO <p>NOTE: Delegates must also be appointed as an "Approved Officer" – appointment to be</p>

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Shire of Boddington

1. Local Government Act 1995 Delegations

	<i>determined by Council resolution or by a person with delegated authority under delegation 2.1.10.</i>
Express Power to Sub-Delegate:	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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Register of Delegations

Shire of Boddington

1.3 Local Law Delegations to the CEO

1.3.1 Local Laws

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	All the powers, duties, and responsibilities of the local government, in respect of all the Local Laws of the Shire of Boddington.
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	All the powers, duties, and responsibilities of the local government, in respect of all the Local Laws of the Shire of Boddington: <ul style="list-style-type: none">• Cats• Parking and Parking Facilities• Unsightly land and refuse, rubbish, or disused materials on land• Livestock & wandering at large• Pest Plants• Dogs• Fencing• Bees• Standing Orders• Local Government Property• Activities on Thoroughfares and Trading in Thoroughfares and Public Places• Cemeteries• Health
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	Local Government Act 1995: s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Corporate Services (all matters) <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development (all matters)</u> Manager Works and Services (all matters) <u>Environmental Health Officer (Health Local Law)</u> Ranger (Dogs Local Law) Executive Assistant (Cemeteries Local Law)
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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Shire of Boddington

2. Building Act 2011 Delegations

2 Building Act 2011 Delegations

2.1 Council to CEO

2.1.1 Grant a Building Permit

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.18 Further Information s.20 Grant of building permit s.22 Further grounds for not granting an application s.27(1) and (3) Impose Conditions on Permit <i>Building Regulations 2012:</i> r.23 Application to extend time during which permit has effect (s.32) r.24 Extension of time during which permit has effect (s.32(3)) r.26 Approval of new responsible person (s.35(c))
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to require an applicant to provide any documentation or information required to determine a building permit application [s.18(1)]. 2. Authority to grant or refuse to grant a building permit [s.20(1) & (2) and s.22]. 3. Authority to impose, vary or revoke conditions on a building permit [s.27(1) and (3)]. 4. Authority to determine an application to extend time during which a building permit has effect [r.23]. <ol style="list-style-type: none"> i. Subject to being satisfied that work for which the building permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)] ii. Authority to impose any condition on the building permit extension that could have been imposed under s.27 [r.24(2)]. 5. Authority to approve, or refuse to approve, an application for a new responsible person for a building permit [r.26].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Register of Delegations

Shire of Boddington

2. Building Act 2011 Delegations

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Building Act 2011 s.119 Building and demolition permits – application for review by SAT s.23 Time for deciding application for building or demolition permit s.17 Uncertified application to be considered by building surveyor</p> <p>Building Regulations 2012 – r.25 Review of decision to refuse to extend time during which permit has effect (s.32(3)) – reviewable by SAT</p> <p><i>Building Services (Registration Act) 2011 – Section 7</i> <i>Home Building Contracts Act 1991 – Part 3A, Division 2 – Part 7, Division 2</i> <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i></p>
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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Register of Delegations

Shire of Boddington

2. Building Act 2011 Delegations

2.1.2 Demolition Permits

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.18 Further Information s.21 Grant of demolition permit s.22 Further grounds for not granting an application s.27(1) and (3) Impose Conditions on Permit <i>Building Regulations 2012</i> r.23 Application to extend time during which permit has effect (s.32) r.24 Extension of time during which permit has effect (s.32(3)) r.26 Approval of new responsible person (s.35(c))
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to require an applicant to provide any documentation or information required to determine a demolition permit application [s.18(1)]. 2. Authority to grant or refuse to grant a demolition permit on the basis that all s.21(1) requirements have been satisfied [s.20(1) & (2) and s.22]. 3. Authority to impose, vary or revoke conditions on a demolition permit [s.27(1) and (3)]. 4. Authority to determine an application to extend time during which a demolition permit has effect [r.23]. <ol style="list-style-type: none"> i. Subject to being satisfied that work for which the demolition permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)] ii. Authority to impose any condition on the demolition permit extension that could have been imposed under s.27 [r.24(2)]. 5. Authority to approve, or refuse to approve, an application for a new responsible person for a demolition permit [r.26].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation:	

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Shire of Boddington

2. Building Act 2011 Delegations

Conditions on the original delegation also apply to the sub-delegations.	
Compliance Links:	Building Act 2011 s.119 Building and demolition permits – application for review by SAT s.23 Time for deciding application for building or demolition permit <i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i> <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.3 Occupancy Permits or Building Approval Certificates

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.55 Further information s.58 Grant of occupancy permit, building approval certificate s.62(1) and (3) Conditions imposed by permit authority s.65(4) Extension of period of duration Building Regulations 2012 r.40 Extension of period of duration of time limited occupancy permit or building approval certificate (s.65)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to require an applicant to provide any documentation or information required in order to determine an application [s.55]. 2. Authority to grant, refuse to grant or to modify an occupancy permit or building approval certificate [s.58]. 3. Authority to impose, add, vary or revoke conditions on an occupancy permit [s.62(1) and (3)]. 4. Authority to extend, or refuse to extend, the period in which an occupancy permit or modification or building approval certificate has effect [s.65(4) and r.40].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<u>Building Act 2011</u> s.59 time for granting occupancy permit or building approval certificate s.60 Notice of decision not to grant occupancy permit or grant building approval certificate s.121 Occupancy permits and building approval certificates – application for review by SAT <i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i>
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2. Building Act 2011 Delegations

	<i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.4 Designate Employees as Authorised Persons

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.96(3) authorised persons s.99(3) Limitation on powers of authorised person
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to designate an employee as an authorised person [s.96(3)]. 2. Authority to revoke or vary a condition of designation as an authorised person or give written notice to an authorised person limiting powers that may be exercised by that person [s.99(3)]. <p>NOTE: An <i>authorised person</i> for the purposes of sections 96(3) and 99(3) is <u>not</u> an <i>approved officer</i> or <i>authorised officer</i> for the purposes of Building Reg. 70.</p>
Council Conditions on this Delegation:	a. Decisions under this delegated authority should be in accordance with r.5 of the Building Regulations 2012.
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	Nil
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Building Act 2011: s.97 each designated authorised person must have an identity card. r.5A Authorised persons (s.3) – definition
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.5 Building Orders

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.110(1) A permit authority may make a building order s.111(1) Notice of proposed building order other than building order (emergency) s.117(1) and (2) A permit authority may revoke a building order or notify that it remains in effect s.118(2) and (3) Permit authority may give effect to building order if non-compliance s.133(1) A permit authority may commence a prosecution for an offence against this Act
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to make Building Orders in relation to: <ol style="list-style-type: none"> a. Building work b. Demolition work c. An existing building or incidental structure [s.110(1)]. 2. Authority to give notice of a proposed building order and consider submissions received in response and determine actions [s.111(1)(c)]. 3. Authority to revoke a building order [s.117]. 4. If there is non-compliance with a building order, authority to cause an authorised person to: <ol style="list-style-type: none"> a. take any action specified in the order; or b. commence or complete any work specified in the order; or c. if any specified action was required by the order to cease, to take such steps as are reasonable to cause the action to cease [s.118(2)]. 5. Authority to take court action to recover as a debt, reasonable costs and expense incurred in doing anything regarding non-compliance with a building order [s.118(3)]. 6. Authority to initiate a prosecution pursuant to section 133(1) for non-compliance with a building order made pursuant to section 110 of the <i>Building Act 2011</i>.
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

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Shire of Boddington

2. Building Act 2011 Delegations

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<u>Building Act 2011:</u> Section 111 Notice of proposed building order other than building order (emergency) Section 112 Content of building order Section 113 Limitation on effect of building order Section 114 Service of building order Part 9 Review - s.122 Building orders – application for review by SAT
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.6 Inspection and Copies of Building Records

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.131(2) Inspection, copies of building records
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine an application from an interested person to inspect and copy a building record [s.131(2)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	Executive Manager Development Services Executive Manager Planning and Development Executive Manager Corporate Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<i>Building Act 2011 - s.146 Confidentiality</i>
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.7 Referrals and Issuing Certificates

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Act 2011:</i> s.145A Local Government functions
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to refer uncertified applications under s.17(1) to a building surveyor who is not employed by the local government [s.145A(1)]. 2. Authority to issue a certificate for Design Compliance, Construction Compliance or Building Compliance whether or not the land subject of the application is located in the Shire's District [s.145A(2)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.8 Private Pool Barrier – Alternative and Performance Solutions

Delegator: <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Regulations 2012:</i> r.51 Approvals by permit authority
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to approve requirements alternative to a fence, wall, gate, or other component included in the barrier, if satisfied that the alternative requirements will restrict access by young children as effectively as if there were compliant with AS 1926.1 [r.51(2)] 2. Authority to approve a door for the purposes of compliance with AS 1926.1, where a fence or barrier would cause significant structural or other problem which is beyond the control of the owner / occupier, or the pool is totally enclosed by a building or a fence or barrier between the building and pool would create a significant access problem for a person with a disability [r.51(3)] 3. Authority to approve a performance solution to a Building Code pool barrier requirement if satisfied that the performance solution complies with the relevant performance requirement [r.51(5)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.9 Smoke Alarms – Alternative Solutions

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Regulations 2012:</i> r.55 Terms Used (alternative building solution approval) r.61 Local Government approval of battery powered smoke alarms
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to approve alternative building solutions which meet the performance requirement of the Building Code relating to fire detection and early warning [r.55]. 2. Authority to approve or refuse to approve a battery powered smoke alarm and to determine the form of an application for such approval [r.61].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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2. Building Act 2011 Delegations

2.1.10 Appointment of approved officers and authorised officers

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
Express Power or Duty Delegated:	<i>Building Regulations 2012:</i> r.70 Approved officers and authorised officers
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> Authority to appoint an approved officer for the purposes of s.6(a) of the <i>Criminal Procedure Act 2004</i>, in accordance with Building Regulation 70(1) and (1A). <i>NOTE: Only employees delegated under s 5.44(1) of the Local Government Act 1995 with power under s 9.19 or 9.20 may be appointed as “approved officers”.</i> Authority to appoint an authorised officer for the purposes of s.6(b) of the <i>Criminal Procedure Act 2004</i>, in accordance with Building Regulation 70(2). <i>NOTE: Only employees appointed under s 9.10 of the Local Government Act 1995 and authorised for the purpose of performing functions under s 9.16 of that Act may be appointed as “authorised officers” for the purposes of Building Regulation 70(2).</i>
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<i>Building Regulations 2012:</i> r 70(3) each authorised officer must be issued a certificate of appointment.
Record Keeping:	In accordance with s130 Building Act 2011 and r 12 Building Regulations 2012

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Shire of Boddington

3 Bush Fires Act 1954 Delegations

3.1 Council to CEO, Shire President and Bush Fire Control Officer

3.1.1 Make Request to FES Commissioner – Control of Fire

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.13(4) Duties and powers of bush fire liaison officers
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to request on behalf of the Shire that the FES Commissioner authorise the Bush Fire Liaison Officer or another person to take control of fire operations [s.13(4)].
Council Conditions on this Delegation:	In such an event, the Shire will support DFES's management of any incident with: <ul style="list-style-type: none">at least one and preferably more, senior Shire bushfire control officers will be a member of the Incident Management Team to provide local knowledge and facilitate effective liaison with local firefighting resources.Shire bush firefighting resources, including appliances and volunteers, remain at the incident and assist in suppression activities as determined by the Incident Controller.
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.2 Prohibited Burning Times - Vary

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government s.17(10) Prohibited burning times may be declared by Minister (power of delegation to mayor or president and Chief Bush Fire Control Officer for ONLY powers under s.17(7) and (8))
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.17(7) Prohibited burning times may be declared by Minister <i>Bush Fire Regulations 1954:</i> r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times r.39B Crop dusters etc., use of in restricted or prohibited burning times
Delegate:	President and Chief Bush Fire Control Officer (jointly)
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority, where seasonal conditions warrant it, to determine a variation of the prohibited burning times, after consultation with an authorised CALM Act officer [s.17(7)].
Council Conditions on this Delegation:	a. Decisions under s,17(7) must be undertaken jointly by both the President and the Chief Bush Fire Control Officer and must comply with the procedural requirements of s.17(7B) and (8). b. The approval of the Shire of Boddington's Chief Bush Fire Control Officer should be obtained prior to the exercising of any aspect of this delegation.
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.3 Prohibited Burning Times – Control Activities

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land <i>Bush Fire Regulations 1954:</i> r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times r.39B Crop dusters etc., use of in restricted or prohibited burning times
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine permits to burn during prohibited burning times that have previously been refused by a Bush Fire Control Officer [r.15]. 2. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of any Sunday or public holiday in the whole or a specified part of the District during Restricted Burning Times is prohibited, unless written consent of a Bush Fire Control Officer is obtained [r.38C]. 3. Authority to determine, during a Prohibited Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B(2)]. 4. Authority to issue directions, during a Prohibited Burning Time, to a Bush Fire Control Officer, regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)]. 5. Authority to prohibit the use of tractors, engines or self-propelled harvester, during a Prohibited Burning Times, and to give permission for use of same during the Restricted Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)]. 6. Authority to recover the cost of measures taken by the Shire or Bush Fire Control Officer, to extinguish a fire burning during Prohibited Burning Times, where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

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Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.4 Restricted Burning Times – Vary and Control Activities

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.18(5), (11) Restricted burning times may be declared by FES Commissioner s.22(6) and (7) Burning on exempt land and land adjoining exempt land s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land <i>Bush Fire Regulations 1954:</i> r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. r.15C Local Government may prohibit burning on certain days r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times r.39B Crop dusters etc., use of in restricted or prohibited burning times
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority, where seasonal conditions warrant it and after consultation with an authorised CALM Act officer, to determine to vary the restricted burning times in respect of that year [s.18(5)]. <ol style="list-style-type: none"> a. Authority to determine to prohibit burning on Sundays or specified days that are public holidays in the District [r.15C]. 2. Authority, where a permitted burn fire escapes or is out of control in the opinion of the Bush Fire Control Officer or an officer of the Bush Fire Brigade, to determine to recoup bush fire brigade expenses arising from preventing extension of or extinguishing an out of control permitted burn [s.18(11)]. 3. Authority to determine permits to burn during restricted times that have previously been refused by a Bush Fire Control Officer [r.15]. 4. Authority to arrange with the occupier of exempt land, the occupier of land adjoining it and the Bush Fire Brigade to cooperate in burning fire-breaks and require the occupier of adjoining land to provide by the date of the burning, ploughed or cleared fire-breaks parallel to the common boundary [s.22(6) and (7)]. 5. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of any Sunday or public holiday in the whole or a specified part of the District during Restricted Burning Times is prohibited unless written consent of a Bush Fire Control Officer is obtained [r.38C].

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	<p>6. Authority to determine, during a Restricted Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B].</p> <p>7. Authority to issue directions, during a Restricted Burning Time, to a Bush Fire Control Officer, regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)].</p> <p>8. Authority to prohibit the use of tractors, engines or self-propelled harvester, during a Restricted Burning Times, and to give permission for use of same during the Restricted Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)].</p> <p>9. Authority to recover the cost of measures taken by the Shire or Bush Fire Control Officer, to extinguish a fire burning during Restricted Burning Times, where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].</p> <p>10. The approval of the Shire of Boddington's Chief Bush Fire Control Officer should be obtained prior to the exercising of any aspect of this delegation.</p>
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.5 Control of Operations Likely to Create Bush Fire Danger

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.27D Requirements for carriage and deposit of incendiary material <i>Bush Fires Regulations 1954:</i> r.39C Welding and cutting apparatus, use of in open air r.39CA Bee smoker devices, use of in restricted or prohibited burning times etc. r.39D Explosives, use of r.39E Fireworks, use of
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give directions to a Bush Fire Control Officer regarding matters necessary for the prevention of fire arising from: <ol style="list-style-type: none"> a. a person operating a bee smoker device during a prescribed period [r.39CA(5)]. b. a person operating welding apparatus, a power operated abrasive cutting disc [r.39C(3)]. c. a person using explosives [r.39D(2)]. d. a person using fireworks [r.39E(3)] 2. Authority to determine directions or requirements for the carriage and deposit of incendiary materials (hot or burning ash, cinders, hot furnace refuse, or any combustible matter that is burning) [s.27D]. <i>Note: this authority is also prescribed to a Bush Fire Control Officer, a Bush Fire Liaison Officer, or an authorised CALM Act officer.</i>
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.6 Burning Garden Refuse / Open Air Fires

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.24F Burning garden refuse during limited burning times s.24G Minister or local government may further restrict burning of garden refuse s.25 No fire to be lit in open air unless certain precautions taken s.25A Power of Minister to exempt from provisions of section 25 <i>Bush Fires Regulations 1954:</i> r.27(3) Permit, issue of
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give written permission, during prohibited times and restricted times, for an incinerator located within 2m of a building or fence, only where satisfied it is not likely to create a fire hazard [s.24F(2)(b)(ii) and (4)]. 2. Authority to prohibit or impose restrictions on the burning of garden refuse that is otherwise permitted under s.24F [s.24G(2)]. <ol style="list-style-type: none"> a. Authority to issue directions to an authorised officer as to the manner in which or the conditions under which permits to burn plants or plant refuse shall be issued in the District [r.27(3) and r.33(5)]. b. Authority to prohibit (object to) the issuing of a permit for the burning of a proclaimed plan growing upon any land within the District [r.34]. 3. Authority to provide written approval, during prohibited times and restricted times, for fires to be lit for the purposes of: <ol style="list-style-type: none"> a. camping or cooking [s.25(1)(a)]. b. conversion of bush into charcoal or for the production of lime, in consultation with an authorised CALM Act officer [s.25(1)(b)]. 4. Authority to prohibit the lighting of fires in the open are for the purposes of camping or cooking for such period during the prohibited burning times as specified in a note published in the Gazette and newspaper circulating in the District and authority to vary such notice [s.25(1a) and (1b)]. 5. Authority to serve written notice on a person to whom an exemption has been given under s.25 for lighting a fire in open air, prohibiting that person from lighting a fire and to determine conditions on the notice [s.25A(5)].

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Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

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Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.7 Firebreaks

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.33 Local government may require occupier of land to plough or clear fire-breaks
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give written notice to an owner or occupier of land or all owners or occupiers of land within the District, requiring, to the satisfaction of the Shire: <ol style="list-style-type: none"> a. clearing of firebreaks as determined necessary and specified in the notice; and b. act in respect to anything which is on the land and is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire; and c. as a separate or coordinated action with any other person carry out similar actions [s.33(1)]. 2. Authority to direct a Bush Fire Control Officer or any other employee to enter onto the land of an owner or occupier to carry out the requisitions of the notice which have not been complied with [s.33(4)]. <ol style="list-style-type: none"> a. Authority to recover any costs and expenses incurred in doing the acts, matters or things required to carry out the requisitions of the notice [s.33(5)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.8 Appoint Bush Fire Control Officer/s and Fire Weather Officer

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.38 Local Government may appoint bush fire control officer
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to appoint persons to be Bush Fire Control Officers for the purposes of the Bush Fires Act 1954; and <ol style="list-style-type: none"> a. Of those Officers, appoint one as the Chief Bush Fire Control Officer and one as the Deputy Chief Bush Fire Control Officer; and b. Determine the respective seniority of the other Bush Fire Officers so appointed [s.38(1)]. 2. Authority to issue directions to a Bush Fire Control Officer to burn on or at the margins of a road reserve under the care, control and management of the Shire [s.38(5A)] 3. Authority to appoint a Fire Weather Officer, selected from senior Bush Fire Control Officers previously appointed and where more than one Fire Weather Officer is appointed, define a part of the District in which each Fire Weather Officer shall have exclusive right to exercise the powers of s.38(17). [s.38(8) and (9)]. <ol style="list-style-type: none"> a. Authority to appoint deputy Fire Weather Officer/s as considered necessary and where two or more deputies are appointed, determine seniority [s.38(10)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.9 Control and Extinguishment of Bush Fires

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.46 Bush fire control officer or forest officer may postpone lighting fire
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to prohibit or postpone the lighting of a fire, despite a permit having been issued, where in the opinion of the Delegate the lighting of a fire would be or become a source of danger by escaping from the land on which it is proposed to be lit [s.46(1A)]. 2. Where it is proposed that the fire will be lit on land within 3kms of the boundary of forest land, and an authorised CALM Act office is not available or has not exercised the power to prohibit or proposed a fire considered to become a source of danger, then the Delegate may make the decision [s.46(1B)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.10 Recovery of Expenses Incurred through Contraventions of this Act

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.58 General penalty and recovery of expenses incurred
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover expenses incurred because of an offence against the Bush Fires Act, being expenses incurred through the fulfilment of a duty or doing anything for which the Act empowered or required the Shire or those on behalf of the Shire to do [s.58].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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3.1.11 Prosecution of Offences

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
Express Power or Duty Delegated:	<i>Bush Fires Act 1954:</i> s.59 Prosecution of offences s.59A(2) Alternative procedure – infringement notices
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to institute and carry on proceedings against a person for an offence alleged to be committed against this Act [s.59]. 2. Authority to serve an infringement notice for an offence against this Act [s.59A(2)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	<i>Bush Fires Act 1954:</i> s.65 Proof of certain matters s.66 Proof of ownership or occupancy
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4 Cat Act 2011 Delegations

4.1 Council to CEO

4.1.1 Cat Registrations

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat Act 2011:</i> s.9 Registration s.10 Cancellation of registration s.11 Registration numbers, certificates, and tags <i>Cat Regulations 2012</i> Schedule 3, cl.1(4) Fees Payable
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to grant, or refuse to grant, a cat registration or renewal of a cat registration [s.9(1)]. 2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.9(6)]. 3. Authority to cancel a cat registration [s.10]. 4. Authority to give the cat owner a new registration certificate or tag, if satisfied that the original has been stolen, lost, damaged, or destroyed [s.11(2)]. 5. Authority to reduce or waive a registration or approval to breed fee, in respect of any individual cat or any class of cats within the Shire's District [Regs. Sch. 3 cl.1(4)].
Council Conditions on this Delegation:	a. Notices of decisions must include advice as to Objection and Review rights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i> .
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Ranger
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Cat Regulations 2012
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	<p>r.11 Application for registration (s.8(2)), prescribes the Form of applications for registration.</p> <p>r.12 Period of registration (s.9(7))</p> <p>r.11 Changes in registration</p> <p>r.14 Registration certificate (s.11(1)(b))</p> <p>r.15 Registration tags (s.76(2))</p> <p>Decisions are subject to Objection and Review by the State Administration Tribunal rights – refer Part 4, Division 5 of the <i>Cat Act 2011</i>.</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.1.2 Cat Control Notices

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat Act 2011:</i> s.26 Cat control notice may be given to cat owner
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to give a cat control notice to a person who is the owner of a cat ordinarily kept within the Shire's District [s.26].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	Ranger <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<i>Cat Regulations 2012 – r.20 Cat control notice [s.23(3)], prescribes the Form of the notice.</i>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.1.3 Approval to Breed Cats

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat Act 2011:</i> s.37 Approval to Breed Cats s.38 Cancellation of approval to breed cats s.39 Certificate to be given to approved cat breeder
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to grant or refuse to grant approval or renew an approval to breed cats [s.37(1) and (2)]. 2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.37(4)]. 3. Authority to cancel an approval to breed cats [s.38]. 4. Authority to give an approved breeder a new certificate or tag, if satisfied that the original has been stolen, lost, damaged or destroyed [s.39(2)].
Council Conditions on this Delegation:	a. Notices of decisions must include advice as to Objection and Review rights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i> .
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Cat Regulations 2012: r.21 Application for approval to breed cats (s.36(2)) r.22 Other circumstances leading to refusal of approval to breed cats (s.37(2)(f)) r.23 Person who may not be refused approval to breed cats (s.37(5)) r.24 Duration of approval to breed cats (s.37(6)) r.25 Certificate given to approved cat breeder (s.39(1))
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.1.4 Recovery of Costs – Destruction of Cats

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat Act 2011:</i> s.49(3) Authorised person may cause cat to be destroyed
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover the amount of the costs associated with the destruction and the disposal of a cat [s.49(3)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.1.5 Applications to Keep Additional Cats

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat (Uniform Local Provisions) Regulations 2013:</i> r.8 Application to keep additional number of cats r.9 Grant of approval to keep additional number of cats
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to require any document or additional information required to determine an application [r.8(3)] 2. Authority to refuse to consider an application if the applicant does not comply with a requirement to provide any document or information required to determine an application [r.8(4)]. 2. Authority to grant or refuse approval for additional number of cats specified in an application to be kept at the prescribed premises and to determine any condition reasonably necessary to ensure premises are suitable for the additional number of cats [r.9].
Council Conditions on this Delegation:	a. Notices of decisions must include advice as to Review rights in accordance with r.11 of the <i>Cat (Uniform Local Provisions) Regulations 2013</i> .
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.1.6 Reduce or Waiver Registration Fee

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
Express Power or Duty Delegated:	<i>Cat Regulations 2012:</i> Schedule 3 Fees clause 1(4)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to reduce or waiver a fee payable under Schedule 3 clauses (2) or (3) in respect to any individual cat.
Council Conditions on this Delegation:	a. This delegation does NOT provide authority to determine to reduce or waiver the fees payable in regard to any <u>class of cat</u> within the District. This matter requires a Council decision in accordance with s.6.16, 6.17 and 6.18 of the <i>Local Government Act 1995</i> .
Express Power to Sub-Delegate:	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	a. This delegation does NOT provide authority to determine to reduce or waiver the fees payable in regard to any <u>class of cat</u> within the District. This matter requires a Council decision in accordance with s.6.16, 6.17 and 6.18 of the <i>Local Government Act 1995</i> . b. The registration fee may be waived for a maximum of 12 months where a cat is rescued from impoundment by a new owner.

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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4.2 Cat Act Delegations - CEO to Employees

4.2.1 Infringement Notices – Extensions and Withdrawals

Delegator: <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government
Express Power or Duty Delegated:	<i>Cat Act 2011:</i> s.64 Extension of time s.65 Withdrawal of notice
Delegate/s:	<u>Executive Manager Development Services</u> Executive Manager Planning and Development
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to extend the period of 28 days within which the modified penalty may be paid, and the extension may be allowed whether or not the period of 28 days has elapsed [s.64]. 2. Authority, within one year of the infringement notice being given and whether or not the modified penalty has been paid, to withdraw an infringement notice [s.65].
CEO Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil.

Compliance Links:	<i>Cat Regulations 2012:</i> r.28 Withdrawal of infringement notice (s.65(1))
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5 Dog Act 1974 Delegations

5.1 Dog Act Delegations Council to CEO

5.1.1 Part Payment of Sterilisation Costs / Directions to Veterinary Surgeons

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.10A Payments to veterinary surgeons towards costs of sterilisation
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine where a resident who is the owner of a registered dog, would suffer hardship in paying the whole of the cost of sterilisation and determine to pay part of such costs to a maximum value of \$250 [s.10A(1)(a) and (3)]. 2. Authority to give written directions to a veterinary surgeon to be complied with as a condition of part payment of the cost of sterilisation [s.10A(1)(b) and (2)].
Council Conditions on this Delegation:	a. The Chief Executive Officer is permitted to sub-delegate to employees [s.10AA(3)].
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.2 Refuse or Cancel Registration

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.15(2) and (4A) Registration periods and fees s.16(3) Registration procedure s.17A(2) If no application for registration made s.17(4) and (6) Refusal or cancellation of registration
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine to refuse a dog registration and refund the fee, if any [s.16(2)]. 2. Authority to direct the registration officer to refuse to effect or renew or to cancel the registration of a dog, and to give notice of such decisions, where: <ol style="list-style-type: none"> i. the applicant, owner or registered owner has been convicted of an offence or paid a modified penalty within the past 3-years in respect of 2 or more offences against this Act, the <i>Cat Act 2011</i>, or the <i>Animal Welfare Act 2002</i>; or ii. the dog is determined to be destructive, unduly mischievous or to be suffering from a contagious or infectious disease or iii. the delegate is not satisfied that the dog is or will be effectively confined in or at premises where the dog is ordinarily kept iv. the dog is required to be microchipped but is not microchipped; or v. the dog is a dangerous dog [s.16(3) and s.17A(2)]. 3. Authority to discount or waive a registration fee, including a concessional fee, for any individual dog or any class of dogs within the Shire's District [s15(4A)]. 4. Authority to apply to a Justice of the Peace for an order to seize a dog where, following a decision to refuse or cancel a registration and the applicant / owner has not applied to the State Administration Tribunal for the decision to be reviewed. [s.17(4)]. <ol style="list-style-type: none"> i. Authority, following seizure, to determine to cause the dog to be detained or destroyed or otherwise disposed of as though it had be found in contravention of section 31, 32 or 33A and had not been claimed [s.17(6)]

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Shire of Boddington

5. Dog Act 1974 Delegations

Council Conditions on this Delegation:	<p>a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].</p> <p>b. The CEO may waive the registration fee for a maximum of 12 months where a dog is rescued from impoundment by a new owner.</p>
Express Power to Sub-Delegate:	<p><i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)</p>

Sub-Delegate/s: <i>Appointed by CEO</i>	<p><u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>Ranger</p>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p><i>Dog Act 1976</i> s.17A If no application for registration made – procedure for giving notice of decision under s.16(3)</p> <p>Note – Decisions under this delegation may be referred for review by the State Administration Tribunal – s.16A, s.17(4) and (6)</p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.3 Kennel Establishments

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.27 Licensing of approved kennel establishments
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to grant, refuse to grant or cancel a kennel licence [s.27(4) and (6)].
Council Conditions on this Delegation:	a. The Chief Executive Officer is permitted to sub-delegate [s.10AA(3)]. b. Application processing and decisions under this delegation are to comply with the <<insert LG name>> Dogs Local Law.
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Ranger
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.4 Recovery of Moneys Due Under this Act

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.29(5) Power to seize dogs
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover moneys, in a court of competent jurisdiction, due in relation to a dog for which the owner is liable [s.29(5)].
Council Conditions on this Delegation:	a. The Chief Executive Officer is permitted to sub-delegate [s.10AA(3)].
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Includes recovery of expenses relevant to: s.30A(3) Operator of dog management facility may have dog microchipped at owner's expense s.33M Local government expenses to be recoverable. s.47 Veterinary service expenses recoverable from local government r.31 Local government expenses as to dangerous dogs (declared)
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.5 Dispose of or Sell Dogs Liable to be Destroyed

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.29(11) Power to seize dogs
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to dispose of or sell a dog which is liable to be destroyed [s.29(11)].
Council Conditions on this Delegation:	a. The Chief Executive Officer is permitted to sub-delegate [s.10AA(3)]. b. Proceeds from the sale of dogs are to be directed into the Municipal Fund.
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> <u>Ranger</u> <u>Ranger</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.6 Declare Dangerous Dog

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.33E(1) Individual dog may be declared to be dangerous dog (declared)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to declare an individual dog to be a dangerous dog [s.33E(1)].
Council Conditions on this Delegation:	a. The Chief Executive Officer is permitted to sub-delegate [s.10AA(3)].
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Ranger
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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5. Dog Act 1974 Delegations

5.1.7 Dangerous Dog Declared or Seized – Deal with Objections and Determine when to Revoke

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.33F(6) Owners to be notified of making of declaration s.33G(4) Seizure and destruction s.33H(1), (2) and (5) Local government may revoke declaration or proposal to destroy
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to consider and determine to either dismiss or uphold an objection to the declaration of a dangerous dog [s.33F(6)]. 2. Authority to consider and determine to either dismiss or uphold an objection to seizure of a dangerous dog [s.33G(4)]. 3. Authority to revoke a declaration of a dangerous dog or revoke notice proposing to cause a dog to be destroyed, only where satisfied that the dog can be kept without likelihood of any contravention of this Act [s.33H(1)] <ol style="list-style-type: none"> i. Authority to, before dealing with an application to revoke a declaration or notice, require the owner of the dog to attend with the dog a course in behaviour and training or otherwise demonstrate a change in the behaviour of the dog [s.33H(2)]. 4. Authority to consider application [s.33H(5)]
Council Conditions on this Delegation:	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Ranger
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
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5. Dog Act 1974 Delegations

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5. Dog Act 1974 Delegations

5.1.8 Determine Recoverable Expenses for Dangerous Dog Declaration

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express Power or Duty Delegated:	<i>Dog Act 1976:</i> s.33M(1)(a) Local Government expenses to be recoverable
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine the reasonable charge to be paid by an owner at the time of payment of the registration fee under s.15, up to the maximum amount prescribed, having regard to expenses incurred by the Local Government in making inquiries, investigations and inspections concerning the behaviour of a dog declared to be dangerous [s.33H(5)].
Council Conditions on this Delegation:	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)]. b. Delegation does not include s.33M(1)(b) as the setting of a fixed fee is recommended to occur by Council resolution in accordance with s.6.16 of the Local Government Act 1995
Express Power to Sub-Delegate:	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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6. Food Act 2008 Delegations

6 Food Act 2008 Delegations

6.1 Council to CEO

6.1.1 Determine Compensation

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> s.56(2) Compensation to be paid in certain circumstances s.70(2) and (3) Compensation
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine applications for compensation in relation to any item seized if no contravention has been committed and the item cannot be returned [s.56(2)]. 2. Authority to determine an application for compensation from a person on whom a prohibition notice has been served and who has suffered loss as the result of the making of the order and who considers that there were insufficient grounds for making the order [s.70(2) and (3)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time. b. Compensation under this delegation may only be determined upon documented losses up to a maximum of \$500. Compensation requests above this value are to be reported to Council.
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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6. Food Act 2008 Delegations

6.1.2 Prohibition Orders

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> s.65(1) Prohibition orders s.66 Certificate of clearance to be given in certain circumstances s.67(4) Request for re-inspection
Delegate:	Chief Executive Officer <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Environmental Health Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to serve a prohibition order on the proprietor of a food business in accordance with s.65 of the Food Act 2008 [s.65(1)]. 2. Authority to give a certificate of clearance, where inspection demonstrates compliance with a prohibition order and any relevant improvement notices [s.66]. 3. Authority to give written notice to proprietor of a food business on whom a prohibition order has been served of the decision not to give a certificate of clearance after an inspection [s.67(4)].
Council Conditions on this Delegation:	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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6. Food Act 2008 Delegations

6.1.3 Food Business Registrations

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> s.110(1) and (5) Registration of food business s.112 Variation of conditions or cancellation of registration of food businesses
Delegate:	Chief Executive Officer <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Environmental Health Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to consider applications and determine registration of a food business and grant the application with or without conditions or refuse the registration [s.110(1) and (5)]. 2. Authority to vary the conditions or cancel the registration of a food business [s.112].
Council Conditions on this Delegation:	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time, including but not limited to: <ul style="list-style-type: none"> • Food Act 2008 Regulatory Guideline No.1 Introduction of Regulatory Food Safety Auditing in WA • Food Unit Fact Sheet 8 – Guide to Regulatory Guideline No.1 • WA Priority Classification System • Verification of Food Safety Program Guideline
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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6. Food Act 2008 Delegations

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6.1.4 Appoint Authorised Officers and Designated Officers

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> s.122(1) Appointment of authorised officers s.126(6), (7) and (13) Infringement Officers
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to appoint a person to be an authorised officer for the purposes of the Food Act 2008 [s.122(2)]. 2. Authority to appoint an Authorised Officer appointed under s.122(2) of this Act or the s.24(1) of the <i>Public Health Act 2016</i>, to be a Designated Officer for the purposes of issuing Infringement Notices under the <i>Food Act 2008</i> [s.126(13)]. 3. Authority to appoint an Authorised Officer to be a Designated Officer (who is prohibited by s.126(13) from also being a Designated Officer for the purpose of issuing infringements), for the purpose of extending the time for payment of modified penalties [s.126(6)] and determining withdrawal of an infringement notice [s.126(7)].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time, including but not limited to: <ul style="list-style-type: none"> • Appointment of Authorised Officers as Meat Inspectors • Appointment of Authorised Officers • Appointment of Authorised Officers – Designated Officers only • Appointment of Authorised Officers – Appointment of persons to assist with the discharge of duties of an Authorised Officer
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

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6. Food Act 2008 Delegations

Compliance Links:	s.122(3) requires an Enforcement Agency to maintain a list of appointed authorised officers s.123(1) requires an Enforcement Agency to provide each Authorised Officer with a Certificate of Authority as prescribed
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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Shire of Boddington

6. Food Act 2008 Delegations

6.1.5 Debt Recovery and Prosecutions

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> s.54 Cost of destruction or disposal of forfeited item s.125 Institution of proceedings
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to recover costs incurred in connection with the lawful destruction or disposal of an item (seized) including any storage costs [s.54(1)] and the costs of any subsequent proceedings in a court of competent jurisdiction [s.54(3)]. 2. Authority to institute proceedings for an offence under the Food Act 2008 [s.125].
Council Conditions on this Delegation:	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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6. Food Act 2008 Delegations

6.1.6 Food Businesses List – Public Access

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
Express Power or Duty Delegated:	<i>Food Act 2008:</i> r.51 Enforcement agency may make list of food
Delegate:	Chief Executive Officer <u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u> Environmental Health Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to decide to make a list of food businesses maintained under s.115(a) or (b) publicly available [r.51].
Council Conditions on this Delegation:	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
Express Power to Sub-Delegate:	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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Register of Delegations

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7. Graffiti Vandalism Act 2016 Delegations

7 Graffiti Vandalism Act 2016 Delegations

7.1 Council to CEO

7.1.1 Give Notice Requiring Obliteration of Graffiti

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
Express Power or Duty Delegated:	<i>Graffiti Vandalism Act 2016:</i> s.18(2) Notice requiring removal of graffiti s.19(3) & (4) Additional powers when notice is given
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give written notice to a person who is an owner or occupier of property on which graffiti is applied, requiring the person to ensure that the graffiti is obliterated in an acceptable manner, within the time set out in the notice [s.18(2)]. 2. Authority, where a person fails to comply with a notice, to do anything considered necessary to obliterate the graffiti in an acceptable manner [s.19(3)] and to take action to recover costs incurred as a debt due from the person who failed to comply with the notice [s.19(4)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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7. Graffiti Vandalism Act 2016 Delegations

7.1.2 Notices – Deal with Objections and Give Effect to Notices

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
Express Power or Duty Delegated:	<i>Graffiti Vandalism Act 2016:</i> s.22(3) Objection may be lodged s.24(1)(b) & (3) Suspension of effect of notice
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to deal with an objection to a notice [s.22(3)]. 2. Authority, where an objection has been lodged, to: <ol style="list-style-type: none"> i. determine and take action to give effect to the notice, where it is determined that there are urgent reasons or an endangerment to public safety or likely damage to property or serious nuisance, if action is not taken [s.24(1)(b)] and ii. to give notice to the affected person, before taking the necessary actions [s.24(3)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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7. Graffiti Vandalism Act 2016 Delegations

7.1.3 Obliterate Graffiti on Private Property

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
Express Power or Duty Delegated:	<i>Graffiti Vandalism Act 2016:</i> s.25(1) Local government graffiti powers on land not local government property
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine to obliterate graffiti applied without consent of the owner or occupier, even though the land on which it is done is not local government property and the local government does not have consent [s.25(1)].
Council Conditions on this Delegation:	a. Subject to exercising Powers of Entry.
Express Power to Sub-Delegate:	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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7. Graffiti Vandalism Act 2016 Delegations

7.1.4 Powers of Entry

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
Express Power or Duty Delegated:	<i>Graffiti Vandalism Act 2016:</i> s.28 Notice of entry s.29 Entry under warrant
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give notice of an intended entry to the owner or occupier of land, premises or thing, specifying the purpose for which entry is required [s.28]. 2. Authority to obtain a warrant to enable entry onto any land, premises or thing for the purposes of this Act [s.29].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

Sub-Delegate/s: <i>Appointed by CEO</i>	Manager Works and Services
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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8. Public Health Act 2016 Delegations

8 Public Health Act 2016 Delegations

8.1 Council to CEO

8.1.1 Appoint Authorised Officer or Approved Officer (Asbestos Regs)

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Health (Asbestos) Regulations 1992:</i> r.15D(7) Infringement Notices
Express Power or Duty Delegated:	<i>Health (Asbestos) Regulations 1992:</i> r.15D(5) Infringement Notices
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to appoint a person or classes of persons as an authorised officer or approved officer for the purposes of the <i>Criminal Procedure Act 2004</i> Part 2 [r.15D(5)].
Council Conditions on this Delegation:	a. Subject to each person so appointed being issued with a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices [r.15D(6)].
Express Power to Sub-Delegate:	Nil – the <i>Health (Asbestos) Regulations 1992</i> do not provide a power to sub-delegate.

Compliance Links:	<i>Criminal Procedure Act 2004 – Part 2</i>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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8. Public Health Act 2016 Delegations

8.1.2 Enforcement Agency Reports to the Chief Health Officer

Delegator: <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
Express Power or Duty Delegated:	<i>Public Health Act 2016</i> s.22 Reports by and about enforcement agencies
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to prepare and provide to the Chief Health Officer, the Local Government's report on the performance of its functions under this Act and the performance of functions by persons employed or engaged by the Shire [s.22(1)] 2. Authority to prepare and provide to the Chief Health Officer, a report detailing any proceedings for an offence under this Act [s.22(2)].
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

Compliance Links:	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies.
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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8. Public Health Act 2016 Delegations

8.1.3 Designate Authorised Officers

Delegator: <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
Express Power or Duty Delegated:	<i>Public Health Act 2016</i> s.24(1) and (3) Designation of authorised officers
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<p>1. Authority to designate a person or class of persons as authorised officers for the purposes of:</p> <ul style="list-style-type: none"> i. The Public Health Act 2016 or other specified Act ii. Specified provisions of the Public Health Act 2016 or other specified Act iii. Provisions of the Public Health Act 2016 or another specified Act, other than the specified provisions of that Act. <p>Including:</p> <ul style="list-style-type: none"> a. an environmental health officer or environmental health officers as a class; OR b. a person who is not an environmental health officer or a class of persons who are not environmental health officers, OR c. a mixture of the two. [s.24(1) and (3)].
Council Conditions on this Delegation:	<ul style="list-style-type: none"> a. Subject to each person so appointed being; <ul style="list-style-type: none"> • Appropriately qualified and experienced [s.25(1)(a)]; and • Issued with a certificate, badge or identity card identifying the authorised officer [s.30 and 31]. b. A Register (list) of authorised officers is to be maintained in accordance with s.27.
Express Power to Sub-Delegate:	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

Compliance Links:	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies. s.25 Certain authorised officers required to have qualifications and experience. s.26 Further provisions relating to designations s.27 Lists of authorised officers to be maintained s.28 When designation as authorised officer ceases s.29 Chief Health Officer may issue guidelines about qualifications and experience of authorised officers
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8. Public Health Act 2016 Delegations

	<p>s.30 Certificates of authority s.31 Issuing and production of certificate of authority for purposes of other written laws s.32 Certificate of authority to be returned. s.136 Authorised officer to produce evidence of authority</p> <p><i>Criminal Investigation Act 2006, Parts 6 and 13 – refer s.245 of the Public Health Act 2016</i></p> <p><i>The Criminal Code, Chapter XXVI – refer s.252 of the Public Health Act 2016</i></p>
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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8. Public Health Act 2016 Delegations

8.1.4 Determine Compensation for Seized Items

Delegator: <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
Express Power or Duty Delegated:	<i>Public Health Act 2016</i> s.264 Compensation
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority, in response to an application for compensation, to determine compensation that is just and reasonable in relation to any item seized under Part 16 if there has been no contravention of the Act and the item cannot be returned or has in consequence of the seizure depreciated in value [s.264].
Council Conditions on this Delegation:	a. Compensation is limited to a maximum value of \$500, with any proposal for compensation above this value to be referred for Council's determination.
Express Power to Sub-Delegate:	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

Compliance Links:	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies. Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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9. Planning and Development Act 2005 Delegations

9 Planning and Development Act 2005 Delegations

9.1 Council to CEO

9.1.1 Illegal Development

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42(b) Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Planning and Development Act 2005:</i> Section 214(2), (3) and (5)
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Give a written direction to the owner or any other person undertaking an unauthorised development to stop, and not recommence, the development or that part of the development that is undertaken in contravention of the planning scheme, interim development order or planning control area requirements; 2. Give a written direction to the owner or any other person who undertook an unauthorised development: <ol style="list-style-type: none"> (a) to remove, pull down, take up, or alter the development; and (b) to restore the land as nearly as practicable to its condition immediately before the development started, to the satisfaction of the responsible authority. 3. Give a written direction to the person whose duty it is to execute work to execute that work where it appears that delay in the execution of the work to be executed under a planning scheme or interim development order would prejudice the effective operation of the planning scheme or interim development order.
Council Conditions on this Delegation:	
Express Power to Sub-Delegate:	Local Government Act 1995: s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

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9. Planning and Development Act 2005 Delegations

Compliance Links:	Part 13 of the Planning and Development Act 2005
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9.1.2 Local Planning Scheme – Council to CEO

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	Shire of Boddington Local Planning Scheme No 3;
Express Power or Duty Delegated:	The CEO is delegated authority to determine development applications that fully comply with all requirements of the Act and Regulations, and the Local Planning Scheme.
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. The CEO is delegated power to administer all planning matters or functions for the Shire of Boddington, subject to compliance with: <ol style="list-style-type: none"> a) Planning and Development Act, b) Planning Regulations, c) Residential R Codes d) Local Planning Schemes, and e) Local Planning Policies. 2. The CEO is delegated power to respond to – <ol style="list-style-type: none"> a) any appeal against a discretionary decision of the local government in accordance with the local government’s decision on the matter to which the appeal or request for reconsideration relates, b) Development Assessment Panel requirements.
Council Conditions on this Delegation:	<ol style="list-style-type: none"> 1. Requirements for Public Notice <ul style="list-style-type: none"> • Making a determination on the form or forms of public notice to be given of a proposed development, scheme amendment, road closure or other proposal where the Local Planning Scheme or other legislation requires that such public notice be given and give such notice. • Making a determination to require that public notice of a development to be given in accordance with Local Planning Scheme where such notice is considered to be in the public interest. 2. Approval of Permitted “P”, Discretionary”D”, Advertising Required “A” and Incidental “I” Uses <p>Making a determination on al “P”, ”D”, ”A” and “IP” uses where a proposed development is generally in accordance with the Local Planning Scheme, Local Planning Strategy, Local Planning Policies and is consistent with guiding precedent approvals.</p> 3. Residential Design Code Matters <p>Making a determination on any matter required to be determined under the Residential Design Codes including where an exercise of discretion is required, provided that</p>

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Shire of Boddington

	<p>appropriate notice of the proposed development is given to adjoining properties where it is required or is considered to have the potential to adversely affect the amenity of an adjoining property.</p> <p>4. Development Approval where Public Notice has been given</p> <p>Making a determination of “SA” uses in accordance with the Local Planning Scheme, Local Planning Strategy, Local Planning Policies and established precedent on any Development Application that has been the subject of Public Notice. This includes determining applications involving:</p> <ul style="list-style-type: none">• The variation of Scheme provisions, Local Planning Policy or provisions of the Residential Design Codes; or• The exercise of discretion under the Scheme, Local Planning Policy or the Residential Design Codes. <p>The above is provided the application has not been the subject of objection or if the matter has become contentious in any way.</p> <p>5. Minor Modification of Planning Determinations</p> <p>Making modifications to planning approvals where:</p> <ul style="list-style-type: none">• The modification conforms to the relevant Local Planning Scheme objectives and Local Planning Policies,• The modification does not have a detrimental effect on the amenity of the locality; and• The extension to a development approval is to a maximum of 2 years <p>NOTES:</p> <ul style="list-style-type: none">• Where consent of abutting landowners was required for the original application, then the modification should also be referred to abutting landowners for comment where the modification requires a substantial variation from the original application.• Where the original application was required to be the subject of public notice under the relevant Local Planning Scheme or the Residential Design Codes, the (if the modification is considered substantial) the modification will need a new public notice readvertised in accordance with the Local Planning Scheme or the Residential Design Codes <p>6. Signs</p> <p>Approval of applications where consistent with Local Planning Policy No. 14 Signs and Advertisements.</p> <p>7. Dealing with Subdivisions</p> <p>Making recommendations to the Western Australian Planning Commission in respect of applications or other matters relating to Subdivision, Boundary Adjustment, Amalgamation and Strata Titling where such matters are in accordance with the Local</p>
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Shire of Boddington

	<p>Planning Scheme, Local Planning Strategy, Local Planning Policies and established precedent, including minor variation to approved subdivisions and clearance of conditions provided appropriate.</p> <p>8. Dealing with Scheme Amendments</p> <p>8.1 Requiring modifications to Local Planning Scheme Amendment documents to ensure that all documents are maintained at a consistent high quality and the information contained within the document addresses all issues considered relevant and will enable the public and referral agencies to fully understand the Amendment.</p> <p>8.2 Accepting modifications to Local Planning Scheme Amendment documents required by the Western Australian Planning Commission or the Minister for Planning at any stage throughout the Scheme Amendment process.</p> <p>8.3 Respond in writing to scheme amendment request.</p> <p>9. Legal Proceedings</p> <p>9.1 Taking all necessary action against owners or occupiers of properties to cease illegal uses, comply with the Local Planning Scheme and/or comply with conditions of Development Approval, including instituting prosecution proceedings under the Planning and Development Act, in the Court in its summary jurisdiction.</p> <p>9.2 Represent Council, or appoint appropriate representatives, where necessary at prosecutions, rights of review and enquiries pertaining to the enforcement of the provisions of the Planning and Development Act and the implementation of Council's Local Planning Scheme.</p> <p>10. Miscellaneous Matters</p> <p>10.1 Electing to return or defer consideration of incomplete and unsatisfactory applications for planning consent.</p> <p>10.2 Granting variations to relevant Local Planning Policies and provisions of the Residential Design Codes on Building Permit applications (where the application is exempt from the requirement to gain planning approval under the residential Design Codes and/or the Local Planning Scheme).</p> <p>10.3 Approve the use of street names where an approved street names list exists.</p> <p>10.4 Provision of written and verbal responses to rights of review, mediated settlements resulting from rights of review and Western Australian Planning Commission requests for reconsideration.</p> <p>10.5 Prepare submissions and correspondence to government agencies and other organisations where consistent with the Local Planning Scheme, Local Planning Strategy, Local Planning Policies and guiding precedent approvals.</p>
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Shire of Boddington

	<p>10.6 Respond to referrals and correspondence from State Government agencies, servicing agencies and other organisations on matters including planning, land management, natural resource management and servicing where consistent with the Local Planning Scheme, Local Planning Strategy, Local Planning Policies and Council adopted documents.</p> <p>11. Right to have matter heard by Council</p> <p>Where an applicant disputes or has issue with a planning determination made in accordance with this delegation, it will be a matter of right for the applicant to request that the matter be reconsidered by Council, provided the exercise of such right does limit any other right of appeal that exist in Law.</p> <p>12. Matters that may be of significant financial interest to Council</p> <p>Despite other indications in this delegation, it is required that any planning matter that may have significant impact on Council infrastructure is to be determined by the Council.</p>
Express Power to Sub-Delegate:	
Sub-Delegate/s: <i>Appointed by CEO</i>	<u>Executive Manager Development Services</u> <u>Executive Manager Planning and Development</u>
CEO Conditions on this Sub-Delegation: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	In accordance with r19 Local Government (Administration) Regulations 1996

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10 Statutory Authorisations and Delegations to Local Government from State Government Entities

10.1 Environmental Protection Act 1986

10.1.1 Noise Control – Environmental Protection Notices [Reg.65(1)]

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EV401

ENVIRONMENTAL PROTECTION ACT 1986

Section 20

Delegation No. 52

Pursuant to section 20 of the *Environmental Protection Act 1986*, the Chief Executive Officer hereby delegates as follows—

Powers and duties delegated—

All the powers and duties of the Chief Executive Officer, where any noise is being or is likely to be emitted from any premises not being premises licensed under the Act, to serve an environmental protection notice under section 65(1) in respect of those premises, and where an environmental protection notice is so served in such a case, all the powers and duties of the Chief Executive Officer under Part V of the Act in respect of that environmental protection notice.

Persons to whom delegation made—

This delegation is made to any person for the time being holding or acting in the office of Chief Executive Officer under the *Local Government Act 1995*.

Pursuant to section 59(1)(e) of the *Interpretations Act 1984*, Delegation No. 32, dated 4 February 2000 is hereby revoked.

Dated this 9th day of January 2004.

Approved—

FERDINAND TROMP, A/Chief Executive Officer.

Dr JUDY EDWARDS MLA, Minister for the Environment.

10.1.2 Noise Management Plans – Keeping Log Books, Noise Control Notices, Calibration and Approval of Non-Complying Events

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EV402

ENVIRONMENTAL PROTECTION ACT 1986

Delegation No. 112

I, Jason Banks, in my capacity as Acting Chief Executive Officer of the Department of Environment Regulation responsible for the administration of the *Environmental Protection Act 1986* ("the Act"), and pursuant to section 20 of the Act, hereby delegate to any person for the time being holding or acting in the office of a Chief Executive Officer under the *Local Government Act 1995*, my powers and duties under the *Environmental Protection (Noise) Regulations 1997*, other than this power of delegation, in relation to--

- (a) waste collection and other works--noise management plans relating to specified works under regulation 14A or 14B;
- (b) bellringing or amplified calls to worship--the keeping of a log of bellringing or amplified calls to worship requested under regulation 15(3)(c)(vi);
- (c) community activities--noise control notices in respect of community noise under regulation 16;
- (d) motor sport venues--noise management plans in relation to motor sport venues under Part 2 Division 3;
- (e) shooting venues--noise management plans in relation to shooting venues under Part 2 Division 4;
- (f) calibration results--requesting, under regulation 23(b), details of calibration results undertaken and obtained under Schedule 4;
- (g) sporting, cultural and entertainment events--approval of events or venues for sporting, cultural and entertainment purposes under Part 2 Division 7, subject to the following limitation--
 - (i) Subregulation 18(13)(b) is not delegated.

Under section 59(1)(e) of the *Interpretation Act 1984*, Delegation No. 68, gazetted 22 June 2007 is hereby revoked.

Dated the 12th day of December 2013.

JASON BANKS, Acting Chief Executive Officer.

Approved by--

JOHN DAY, Acting Minister for Environment; Heritage.

10.1.3 Noise Management Plans – Construction Sites

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EV405

ENVIRONMENTAL PROTECTION ACT 1986

Delegation No. 119

I, Jason Banks, in my capacity as the Acting Chief Executive Officer of the Department responsible for the administration of the *Environmental Protection Act 1986* ("the Act"), and pursuant to section 20 of the Act, hereby delegate to the holder for the time being of the offices of--

(a) Chief Executive Officer under the *Local Government Act 1995*; and

(b) to any employee of the local government under the *Local Government Act 1995* who is appointed as an Authorised Person under section 87 of the Act,

all my powers and duties in relation to noise management plans under regulation 13 of the *Environmental Protection (Noise) Regulations 1997*, other than this power of delegation.

Under section 59(1)(e) of the *Interpretation Act 1984*, Delegation No. 111, gazetted 20 December 2013, is hereby revoked.

Dated the 1st day of May 2014.

JASON BANKS, Acting Chief Executive Officer.

Delegation Register

Shire of Boddington

10.2 Planning and Development Act 2005

10.2.1 Instrument of Authorisation – Local Government CEOs - Sign Development Applications for Crown Land as Owner

DoL FILE 1738/2002v8; 858/2001v9

PLANNING AND DEVELOPMENT ACT 2005

INSTRUMENT OF AUTHORISATION

I, **Donald Terrence Redman MLA**, Minister for Lands, a body corporate continued by section 7(1) of the *Land Administration Act 1997*, under section 267A of the *Planning and Development Act 2005*, HEREBY authorise, in respect of each local government established under the *Local Government Act 1995* and listed in Column 2 of the Schedule, the person from time to time holding or acting in the position of Chief Executive Officer of the relevant local government, to perform the powers described in Column 1 of the Schedule subject to the conditions listed in Column 3 of the Schedule.

Dated the *2nd* day of *June* 2016



**HON DONALD TERRENCE REDMAN MLA
MINISTER FOR LANDS**

SCHEDULE

This is the Schedule referred to in an Instrument of Authorisation relating to Development Applications under the *Planning and Development Act 2005*

Column 1	Column 2	Column 3
<p>The power to sign as owner in respect of Crown land that is:</p> <ul style="list-style-type: none"> a reserve managed by the local government pursuant to section 46 of the <i>Land Administration Act 1997</i> and the development is consistent with the reserve purpose and the development is not for a commercial purpose; or the land is a road of which the local government has the care, control and management under section 55(2) of the <i>Land Administration Act 1997</i> and where there is no balcony or other structure proposed to be constructed over that road unless that structure comes within the definition of a "minor encroachment" in the <i>Building Regulations 2012</i> (Regulation 45A), or is an "awning, verandah or thing" (Regulation 45B), or is a ground anchor, and where the development is consistent with the use of the land as a road. <p>in respect of development applications being made under or referred to in:</p> <p>(i) section 99(2) of the <i>Planning and Development Act 2005</i> in respect of development for which approval is required under a regional interim development order (as that term is defined in that Act);</p> <p>(ii) section 103(2) of the <i>Planning and Development Act 2005</i> in respect of development for which approval is required under a local interim development order (as that term is defined in that Act);</p> <p>(iii) section 115 of the <i>Planning and Development Act 2005</i> in respect of development within a planning control area (as that term is defined in that Act);</p> <p>(iv) section 122A of the <i>Planning and Development Act 2005</i> in respect of which approval is required under an improvement scheme (as that term is defined in that Act);</p> <p>(v) section 162 of the <i>Planning and Development Act 2005</i> in respect of developments for which approval is required under a planning scheme or interim development order (as those terms are defined in that Act);</p> <p>(vi) section 163 of the <i>Planning and Development Act 2005</i> in respect of development on land which is comprised within a place entered in the Register maintained by the Heritage Council under the <i>Heritage of Western Australia Act 1990</i>, or of which such a place forms part;</p> <p>(vii) section 171A of the <i>Planning and Development Act 2005</i> in respect of a prescribed development application (as that term is defined in that section of that Act).</p>	<p>City of Albany City of Armadale Shire of Ashburton Shire of Augusta-Margaret River Town of Bassendean City of Baywater City of Belmont Shire of Beverley Shire of Boddington Shire of Boyup Brook Shire of Bridgetown-Greenbushes Shire of Brookton Shire of Broome Shire of Broomehill-Tambellup Shire of Bruce Rock City of Bunbury Shire of Busselton Town of Cambridge City of Cannington Shire of Capel Shire of Carnarvon Shire of Carnarvon Shire of Chapman Valley Shire of Chittering Shire of Christmas Island Town of Claremont City of Cockburn Shire of Cocos (Keeling) Islands Shire of Collie Shire of Coolgardie Shire of Coorow Shire of Corrigin Town of Cottesloe Shire of Cranbrook Shire of Cuballing Shire of Cue Shire of Cunderdin Shire of Dalwallinu Shire of Dandaragan Shire of Dardanup Shire of Denmark Shire of Derby/West Kimberley Shire of Donnybrook-Rainup Shire of Dowerin Shire of Dumbleyung Shire of Dundas Town of East Fremantle Shire of East Pilbara Shire of Esperance Shire of Exmouth City of Fremantle City of Greater Geraldton</p> <p>Shire of Gingin Shire of Growlengrup Shire of Goomalling City of Gnowanda Shire of Hall's Creek Shire of Harvey Shire of Irwin Shire of Jerramungup City of Joondalup Shire of Kalamunda City of Kalbarrie-Boulder Shire of Katanning Shire of Kellerberrin Shire of Kent Shire of Kojonup Shire of Kondinin Shire of Koorda Shire of Kulin City of Kwinana Shire of Lake Grace Shire of Laverton Shire of Leonora City of Mandurah Shire of Manjimup Shire of Maekatharra City of Melville Shire of Menzies Shire of Merredin Shire of Mingenew Shire of Moora Shire of Morawa Town of Mosman Park Shire of Mount Magnet Shire of Mt Marshall Shire of Mukinbudin Shire of Mundaring Shire of Murchison Shire of Murray</p>	<p>In accordance with and subject to approved Government Land policies.</p> <p>Any signature subject to the following endorsement: Signed only as acknowledgement that a development application is being made in respect of a proposal that includes Crown land, Crown reserves under management for the purpose, or a road and to permit this application to be assessed under the appropriate provision of the <i>Planning and Development Act 2005</i> (including any planning scheme). The signature does not represent approval or consent for planning purposes. Further, in the event that development approval is granted for the proposal, the above signature should not be taken as an acknowledgement of or consent to the commencement or carrying out of the proposed development or to any modification of the tenure or reservation classification of the Crown land component.</p>

Delegation Register

Shire of Boddington

Shire of Nannup
Shire of Narembeen
Shire of Naremgin
Town of Nerriggin
City of Nedlands
Shire of Ngaanyerjarri
Shire of Northam
Shire of Northampton
Shire of Nungarin
Shire of Peppermint Grove
Shire of Perenjori
City of Perth
Shire of Pingelly
Shire of Plantagenet
Town of Port Hedland
Shire of Quairading
Shire of Ravensthorpe
City of Rockingham
Shire of Roebourne
Shire of Sandstone
Shire of Serpentine Jarrahdale
Shire of Shark Bay
City of South Perth
City of Stirling
City of Subiaco
City of Swan

Shire of Tammin
Shire of Three Springs
Shire of Toodyay
Shire of Trayning
Shire of Upper Gascoyne
Town of Victoria Park
Shire of Victoria Plains
Town of Vincent
Shire of Wagin
Shire of Wandering
City of Warneeroo
Shire of Waroona
Shire of West Arthur
Shire of Westonia
Shire of Wickiepin
Shire of Williams
Shire of Wiluna
Shire of Wongan-Ballidu
Shire of Woodanilling
Shire of Wyalkatchem
Shire of Wyndham-East Kimberley
Shire of Yalgoo
Shire of Yilgarn
Shire of York



HON DONALD TERRENCE REDMAN MLA
MINISTER FOR LANDS

2nd day of *June* 2016

Delegation Register

Shire of Boddington

10.3 Main Roads Act 1930

10.3.1 Traffic Management - Events on Roads

A list of local governments authorised for Traffic Management for Events can be found on the Main Roads WA website [here](#)

Delegation Register

Shire of Boddington

**WESTERN AUSTRALIA
ROAD TRAFFIC CODE 2000
REGULATION 297(2)
INSTRUMENT OF AUTHORISATION**

RELATING TO
TRAFFIC MANAGEMENT FOR EVENTS

Pursuant to Regulation 297(2) of the *Road Traffic Code 2000* the Commissioner of Main Roads ("the Commissioner") hereby authorises (Insert name of Local Government) (Authorised Body) by itself, its employees, consultants, agents and contractors (together "Representatives") to, from the date indicated below, erect, establish, display, alter or take down such road signs of whatsoever type or class (except for permanent traffic control signals) as may be required for the purpose and duration of any:

- i) "event" subject to an order from the Commissioner of Police pursuant to Part VA of the *Road Traffic Act 1974*;
- ii) race meeting or speed test for which the Minister referred to in section 83 of the *Road Traffic Act 1974* has, under that provision, temporarily suspended the operation of any provisions of the *Road Traffic Act 1974* or regulations made under that Act; or
- iii) public meeting or procession the subject of a permit granted by the Commissioner of Police under the *Public Order in Streets Act 1984*;

or as may be required for the purpose of controlling traffic on a road adjacent to, or in the vicinity of, any event or organised activity approved by the Authorised Body under its local laws, on a road (other than a main road or highway) within its jurisdiction, SUBJECT ALWAYS to the following terms and conditions:

- (a) the Authorised Body shall at all times observe, perform and comply with the provisions of the "Traffic Management for Events Code of Practice" (as amended or replaced from time to time in consultation with the Traffic Management for Events Advisory Group) issued by Main Roads Western Australia ("the Code") referring to the version which is current at the time of the event, a copy of which can be obtained from Main Roads Western Australia from www.mainroads.wa.gov.au or by contacting Main Roads by phone;
- (b) the Authorised Body shall develop and implement procedures that will satisfy the Commissioner that traffic management implemented by the Authorised Body, its employees, agents and contractors will in all respects conform to and comply with the requirements of the Code; and
- (c) the Authorised Body shall ensure that its Representatives comply with the terms and conditions identified above at paragraphs (a) and (b) as if they were named in those paragraphs in place of the Authorised Body.

By executing and returning the acknowledgment at the foot of this authorisation, the Authorised Body agrees to observe, perform and comply with the above terms and conditions.

The powers in this Instrument of Authorisation do not change or replace:

- 1) any prior Instrument of Authorisation from the Commissioner of Main Roads for the purposes of undertaking traffic management for works on roads; and
- 2) any powers and responsibilities of a local government provided in regulation 9 of the *Road Traffic (Events on Roads) Regulations 1991*.

Page 1 of 2

Delegation Register

Shire of Boddington

Dated:

**THE COMMON SEAL OF THE
COMMISSIONER OF MAIN ROADS**)

WAS AFFIXED BY)

COMMISSIONER OF MAIN ROADS)

FOR THE TIME BEING IN THE
PRESENCE OF:

Signature of Witness

Name of Witness (please print)

ACKNOWLEDGMENT BY AUTHORISED BODY

.....(*Insert name of Local Government*)..... agrees to unconditionally observe,
perform and be bound by the above conditions.

THE COMMON SEAL of)

[Insert name of Local Government])

Was hereunto affixed pursuant to a
resolution of the Council in the
presence of:)

Signature of Chief Executive Officer

Signature of Witness

Name of Witness (please print)

Delegation Register

Shire of Boddington

10.3.2 Traffic Management – Road Works

A list of Local Governments authorised for the purposes of Road Traffic Code 2000 r.297(2) are available on Main Roads WA website [here](#)

**WESTERN AUSTRALIA
ROAD TRAFFIC CODE 2000
REGULATION 297(2)
INSTRUMENT OF AUTHORISATION**

Pursuant to Regulation 297(2) of the Road Traffic Code 2000 the Commissioner of Main Roads (“the Commissioner”) hereby authorises (“Authorised Body”) by itself, its employees, consultants, agents and contractors (together “Representatives”) to, from the date indicated below, erect, establish, display, alter or take down such traffic signs and traffic control devices of whatsoever type or class (except for permanent traffic control signals) as may be required for the purpose and duration of any works, survey or inspection, associated with the construction, maintenance or repair on a road (other than a main road or highway), any adjoining land or any portion thereof within its jurisdiction, SUBJECT ALWAYS to the following terms and conditions:

- (a) the Authorised Body shall at all times observe, perform and comply with the provisions of the “Traffic Management for Works on Roads Code of Practice” (as amended or replaced from time to time in consultation with the Traffic Management for Roadworks Advisory Group) issued by Main Roads Western Australia (“the Code”) referring to the version which is current at the time of the relevant works, a copy of which can be obtained from Main Roads Western Australia from www.mainroads.wa.gov.au or by contacting Main Roads by phone;
- (b) the Authorised Body shall develop and implement procedures that will satisfy the Commissioner that traffic management implemented by the Authorised Body, its employees, agents and contractors will in all respects conform to and comply with the requirements of the Code; and
- (c) the Authorised Body shall ensure that its Representatives comply with the terms and conditions identified above at paragraphs (a) and (b) as if they were named in those paragraphs in place of the Authorised Body.

By executing and returning the acknowledgment at the foot of this authorisation, the Authorised Body agrees to observe, perform and comply with the above terms and conditions.

This Instrument of Authorisation replaces any prior Instrument of Authorisation under Regulation 297(2) of the Road Traffic Code 2000 between the Commissioner and the Authorised Body. The Commissioner’s delegation dated 17 July 1975 to a number of Local Governments outside the Perth metropolitan area, is not affected by this Instrument of Authorisation except that this Instrument of Authorisation prevails wherever roadworks are concerned. That 1975 delegation was made under Regulation 301 of the Road Traffic Code 1975 and related to non-regulatory signage.

Delegation Register

Shire of Boddington

Dated:

THE COMMON SEAL OF THE)
COMMISSIONER OF MAIN ROADS)
WAS AFFIXED BY)
)
)
COMMISSIONER OF MAIN ROADS)
FOR THE TIME BEING IN THE PRESENCE OF:)

Signature of Witness

Name of Witness

ACKNOWLEDGMENT BY AUTHORISED BODY

..... agrees to observe, perform and be bound by the above conditions.

THE COMMON SEAL OF THE)
.....)
WAS AFFIXED PURSUANT TO A RESOLUTION)
OF THE COUNCIL IN THE PRESENCE OF)

Chief Executive Officer

Witness

10.4 Road Traffic (Vehicles) Act 2012

10.4.1 Approval for Certain Local Government Vehicles as Special Use Vehicles



Government of Western Australia
Department of Transport
Driver and Vehicle Services

ROAD TRAFFIC (VEHICLES) ACT 2012

Road Traffic (Vehicles) Regulations 2014

RTVR-2017-202046

APPROVAL UNDER REGULATION 327(4)(f) FOR CERTAIN LOCAL GOVERNMENT VEHICLES AS SPECIAL USE VEHICLES

Pursuant to the *Road Traffic (Vehicles) Regulations 2014* (the *Regulations*), I, Christopher Davers, Assistant Director Strategy and Policy, Driver and Vehicle Services, Department of Transport, and delegate of the Chief Executive Officer of the Department of Transport by way of a delegation instrument dated 7 August 2017, hereby approve vehicles owned by a local government and ordinarily used by persons authorised or appointed by that local government to perform functions on its behalf under:

- (a) the *Local Government Act 1995*;
- (b) regulations made under the *Local Government Act 1995*;
- (c) a local law;
- (d) any other legislation empowering a local government to authorise or appoint persons to perform functions on the behalf of the local government (including but not limited to the *Dog Act 1976*); or
- (e) any combination of the above paragraphs (a) to (d);

as special use vehicles for the purposes of paragraph "f" of the definition of "special use vehicle" in regulation 327(4) of the *Regulations*, with the effect that those vehicles may be fitted with one or more yellow flashing lights under regulation 327(3)(b) of the *Regulations*, subject to the following conditions:

CONDITIONS

1. Those lights must emit rotating, flashing yellow coloured light(s) and must not be a strobe light.
2. At least one flashing light shall be mounted on top of the vehicle and when lit, shall be visible in normal daylight up to a distance of not less than 200 metres to vehicles approaching from any direction.
3. No part of the lens of the flashing lights is visible either directly or indirectly to the driver when seated in the normal driving position.
4. If more than one flashing light is fitted, they must be placed symmetrically about the centre line of the vehicle or combination of vehicles.
5. An on/off switch for the flashing lights must be installed so as to be easily operated from the driver's seat.
6. Any additional equipment fitted to the vehicle must not interfere with the overall safe operation of the vehicle.
7. Any vehicle fitted with flashing lights for the purposes of this approval must:

Delegation Register

Shire of Boddington



Government of **Western Australia**
Department of **Transport**

Driver and Vehicle Services

- (a) have words clearly set out on the sides of the vehicle which state the name of the local government in question together with the words "Ranger", "Ranger Services", or words to similar unambiguous effect; and
- (b) where the vehicle is a station wagon or van, have the words "Ranger", "Ranger Services", or words to similar unambiguous effect clearly set out on the back of the vehicle.

This condition 7 is not intended to prevent the use of additional words on the vehicle.

A handwritten signature in blue ink, appearing to read 'C Davers', written over a horizontal line.

Christopher Davers
Assistant Director, Strategy and Policy
Driver and Vehicle Services
Department of Transport

Dated the 5th day of September 2017

[Approval for ranger vehicles to fit and use yellow flashing lights \(transport.wa.gov.au\)](http://transport.wa.gov.au)
Extracted online on 15 March 2021

Delegation Register

Shire of Boddington

11 Authorisations and Appointments by the Council and CEO

11.1.1 Authorisations and Appointments by Council

The following Authorisations or appointments of Authorised Persons are made by the Council of the Shire of Boddington.

Act/Section	Position	Purpose	Comment
Local Government Act 1995 s5.120	CEO	In the absence of the CEO designating another employee to be the Complaints Officer, the CEO is, by default.	This effectively relates to Division 4 Complaints under the Code of Conduct.
Local Government Act 1995, Reg 11 (3) Local Government (Model Code of Conduct) Regulations 2021 and Shire of Boddington Model Code of Conduct for Council Members, Committee Members and Candidates for Election (2021)	CEO	Council has authorised the CEO to receive complaints and withdrawals of complaints.	This effectively relates to Division 3 Complaints under the Code of Conduct.
Building Regulations 2012: r.70 Approved officers and authorised officers	CEO	Appointed an approved officer for the purposes of s.6(a) of the Criminal Procedure Act 2004, in accordance with Building Regulation 70(1) and (1A).	
Criminal Code Act Compilation Act 1913 – S70A(1)(a)	CEO	The Chief Executive Officer is deemed to be the person in authority of local government property and facilities, including the Council Chambers during Council and Committee meetings	

11.1.2 Authorisations by the CEO

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Shire of Boddington

The following Authorisations or appointments of Authorised Persons are made by the CEO, under delegated authority from Council, or by the CEO, as of right, under relevant legislation.

The CEO may appoint, in writing, persons to be Authorised Persons for the purposes of:

- the Local Government Act 1995
- the Caravan Parks and Camping Grounds Act 1995,
- the Cat Act 2011,
- the Cemeteries Act 1986,
- the Control of Vehicles (Off-road Areas) Act 1978,
- the Dog Act 1976.

For Authorised Persons, appointed by the CEO pursuant to s9.10 Local Government Act 1995:

- the CEO must give to each person appointed under subsection (2) an identity card that — on the front of the card, sets out —
 - the name and official insignia of the local government; and
 - the name of the person; and
 - a recent photograph of the person; and
- on the back of the card, specifies each law to which the person's appointment relates.

An authorised person must:

- always carry their identity card when performing functions under a specified law; and
- produce their identity card for inspection when required to do so by a person in respect of whom the authorised person has performed or is about to perform a function under a specified law.

Act/Section	Position	Purpose	Comment
Local Government Act 1995 s3.24, Subdivision 2	CEO Manager Works Ranger	Subdivision 2 — Certain provisions about land	See conditions above
Local Government Act 1995 s3.25	CEO Manager Works Ranger	Authorised to issue notices under sections 3.25 and 3.27 and to perform any of the other functions set out in subdivision 2 of Division 3 Part 3 of the Local Government Act 1995.	See conditions above
Local Government Act 1995 s3.39	CEO Manager Works EMDS Ranger	Appointed and authorised as an authorised person for the purposes of section 3.39 of the Local Government Act 1995 (power to	See conditions above

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Shire of Boddington

		remove and impound goods)	
Local Government Act 1995 s3.40A	CEO Manager Works, EMDS Ranger	Appointed and authorised as an authorised person for the purposes of section 3.40A of the Local Government Act 1995 (power to remove and impound abandoned vehicle wreck).	See conditions above
Local Government Act 1995 s9.11, 9.13, 9.16, 9.17, 9.19, 9.20 and 9.24	CEO Manager Works, EMDS Ranger	CEO, Manager Works and Services, EMDS , Ranger are appointed an authorised person for the purposes of s9.11, 9.13, 9.16, 9.17, 9.19, 9.20 and 9.24 of the Local Government Act 1995.	See conditions above
Local Government Act 1995 s9.10	CEO Manager Works EMDS Ranger	Appointed and authorised to perform the functions of an Authorised Person for the purposes of all the Shire of Boddington Local Laws.	See conditions above
Local Government Act 1995 s9.49(A)(4)	CEO	Authorised to sign and execute documents on behalf of the local government.	See conditions above
Local Government Act 1995 s9.49(A)(5)	CEO	Authorised to execute a document as a deed on behalf of the Shire where there is a requirement for the document to be executed as a deed.	See conditions above
Local Government Act 1995 s9.49	CEO	Authorised under s9.49 of the Local Government Act to sign building permit applications on behalf of the Shire for building permits required for work on	See conditions above

Delegation Register

Shire of Boddington

		Shire owned or managed property.	
Local Government Miscellaneous Provisions Act 1960	CEO Manager Works <u>EMDS</u> Ranger	Appointed and authorised as an authorised person for the purposes of the Local Government Miscellaneous Provisions Act 1960.	See conditions above
Building Act 2011 s96	CEO Principal Environmental Health Officer/ Building Surveyor <u>EMDS</u>	Designated an Authorised Person for the purposes of the Building Act 2011 in relation to buildings and incidental structures.	Must be issued with an identity card. Must always carry ID card when exercising powers or performing functions as an authorised person.
Building Act 2011 and Planning Act 2005	CEO Principal EMDS Environmental Health Officer/ Building Surveyor	Appointed and Authorised Officer for the purpose of sections 100 to 104 of the Building Act 2011, Part 10 cl.79 of the Planning and Development (local Planning schemes)	Must be issued with Authorisation card. Must always carry ID card when exercising powers or performing functions as an authorised person
Bush Fires Act 1954 s59(1), (3); s59A(2)	CEO	Only the CEO may institute legal proceedings. Only the CEO or the Shire President may withdraw infringement notices pursuant to s59A (3) Bush Fires Act 1954 and r4 Bush Fires (Infringements) Regulations 1958	
Caravan Parks and Camping Grounds Act 1995 s17(1) s23(11)	CEO Manager Works <u>EMDS</u> Ranger	Appointed and authorised as authorised person for the purpose of the Caravan Parks and Camping Grounds Act 1995.	See conditions above
Cat Act 2011 s48(1)	CEO	CEO is a Registration Officer and Authorised Person for all purposes of the Cat Act 2011	See conditions above

Delegation Register

Shire of Boddington

	Executive Manager Corporate Services Finance Coordinator Ranger	Executive Manager Corporate Services, Finance Coordinator as Registration Officers to perform the functions for Registration related matters in accordance with s9, 10, 11, 12, 13 of the Cat Act 2011. Ranger as Authorised Person for the purposes of s48, 49, 62, 63 of the Cat Act 2011.	
Control of Vehicles (Off- road Areas) Act 1978 s38(3)	CEO Manager Works <u>EMDS</u> Ranger	Appointed and authorised as an authorised officer for the purposes of the Control of Vehicles (Off-road Areas) Act 1978	See conditions above
Control of Vehicles (Off Road Areas) Act 1978 – s38(3)	CEO Manager Works <u>EMDS</u> Ranger	Appointed as Authorised Officers to perform all functions of the local government under the Act.	See conditions above
Criminal Code Act Compilation Act 1913 – S70A(1)(a))	CEO	CEO is deemed to be the person in authority of local government property and facilities, including the Council Chambers during Council and Committee meetings	
Dog Act 1976 s3(1) s14, s16(2),16(3A), s16(3), s16(3c), s16(6)	CEO, Executive Manager Corporate Services Ranger, Finance Coordinator	CEO, Executive Manager Corporate Services, Ranger, Finance Coordinator appointed and authorised as a registration officer for the purposes of the Dog Act 1976 s3(1) s14, s16(2), 16(3A), s16(3), s16(3c), s16(6)	See conditions above.

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Shire of Boddington

Dog Act 1976 s12A, S14, s29(1), s33G, s38, s43A, s47	CEO Manager Works <u>EMDS</u> Ranger	CEO, Manager Works-EMDS and Ranger are appointed and authorised as an authorised person for the purposes of s12A, S14, s29(1), s33G, s38, s43A, s47	See conditions above
Dog Act 1976 s33E, 33F, 33G, 33H, 39, 43A	CEO Manager Works <u>EMDS</u> Ranger	CEO, Manager Works and Services <u>EMDS</u> , Ranger as a specifically Authorised Persons for the purposes of s33E, 33F, 33G, 33H, 39, 43A	See conditions above
Dog Act 1976	CEO Manager Works <u>EMDS</u> Ranger	CEO, Manager Works and Services <u>EMDS</u> and Ranger to undertake the powers of an authorised person under the Dog Act 1976 and the Dog Regulations 2013 for all sections not mentioned in prior authorisations.	See conditions above
Dog Regulations 2013 cl 35(5)	CEO Manager Works <u>EMDS</u> Ranger	Appointed and authorised as an authorised person to withdraw infringement notices.	See conditions above. <u>NOTE – cannot withdraw notice issued by same person.</u>
Environmental Protection Act 1986 s38	CEO	Pursuant to s38 of the Environmental Protection Act 1986 the CEO is authorised to refer Proposals to the Environmental Protection Authority.	
Fines, Penalties and Infringement Notices Enforcement Act 1994 s13(2)	CEO	CEO is appointed and authorised as a Prosecuting Officer for the purpose of the Fines, Penalties and Infringement Notices Enforcement Act 1954	Authorised to lodge and withdraw matters which have been registered with Fines Enforcement Registry. FER are notified of appointments by the Shire (see s13)

Delegation Register

Shire of Boddington

		CEO is authorised the power to provide written notice to the Registrar designating those officers that are prosecution officers for the purposes of sections 16 and 22 of the Fines, Penalties and Infringement Notices Enforcement Act 1994.	
Food Act 2008 s38, s54, s62, s 65, s66, s67, s110, s112, s122, s125, s126,	CEO <u>EMDS</u> Environmental Health Officer	CEO, Principal Environmental Health Officer/ Building Surveyor are appointed and authorised as Authorised Persons for the purpose of the Food Act 2008.	Shall be furnished with a certificate of authority in the prescribed manner and shall produce that certificate if asked to do so when entering food premises or requiring a person to produce anything or answer any question.
Graffiti Vandalism Act 2016	CEO	CEO is appointed an Authorised Person to deal with Objections and Suspension of effects of Notices and for all other relevant purposes under the Act.	See conditions above.
Graffiti Vandalism Act 2016	Executive Manager Corporate Services, Manager Works, Ranger	CEO appoints the Executive Manager Corporate Services, Manager Works, Ranger as Authorised Persons for the other purposes of the Graffiti Vandalism Act 2016, which prescribes Part 9 of the Local Government Act 1995 as the enabling power [s.15 of the Graffiti Vandalism Act 2016] and to have all the powers and duties of Chief Executive	See conditions above.

Delegation Register

Shire of Boddington

		Officer, except as otherwise provided	
Health (Asbestos) Regulations 1992: r.15D(7) Infringement Notices Pt 2 Criminal Procedure Act 2004	CEO Principal EMDS Environmental Health Officer/ Building Surveyor	CEO be authorised pursuant to the Health (Asbestos) Regulations 1992 for the issuing of infringement notices. Principal Environmental Health Officer/ Building Surveyor be appointed as an Approved Officer pursuant to the Health (Asbestos) Regulations 1992 and the Criminal Procedure Act 2004 for the withdrawal or extension to a period to pay an infringement notice.	Each person so appointed being issued with a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices [r.15D(6)].
Liquor Control Act 1988 s39 (Health), s40 (Planning), s61(1)(d), (2), s69(7), (8)	CEO <u>EMDS, EHO</u>	CEO is authorised to issue Certificates for grant, change or removal of liquor licences. CEO is authorised to provide comment and make recommendations on Applications for Extended Trading Permits. CEO is authorised to intervene in Applications.	
Litter Act 1979 26(1)(c)	All Council members and all employees – as of right, by virtue of Act.	Appointed and authorised as an authorised officer for the purposes of the Litter Act 1979.	Shall be issued with a certificate of appointment as an authorised officer in the prescribed form, evidencing the area of jurisdiction entrusted to him/her under this Act, which he shall, on reasonable demands, be produced.
Litter Act 1979 s30(4a)	CEO Shire President	CEO is authorised to withdraw infringement notices. If the Chief Executive Officer	

Delegation Register

Shire of Boddington

		has issued the relevant infringement notice, the Shire President is authorised to withdraw such a notice.	
Public Health Act 2016 Health (Miscellaneous Provisions) Act 1911	CEO Principal-EMDS, Environmental Health Officer/ Building Surveyor	CEO and Principal Environmental Health Officer/ Building Surveyor are appointed as an authorised officer under s24 of the Public Health Act 2016.	A list of all officers designated as authorised officers must be kept and maintained in accordance with s27 of the Public Health Act 2016. Each person who is designed as an authorised officer must be issued with certificate of authority as an authorised officer in accordance with s30 of the Public Health Act 2016.
Public Health Act 2016	CEO EMDS	CEO as an Authorised Person to undertake duties and functions in relation to: s125 Instituting proceedings and s126(13) The Chief Executive Officer is to be the Designated Officer.	A list of all officers designated as authorised officers must be kept and maintained in accordance with s27 of the Public Health Act 2016. Each person who is designed as an authorised officer must be issued with certificate of authority as an authorised officer in accordance with s30 of the Public Health Act 2016.

Delegation Register

Shire of Boddington

12 Appointments (made, and as of right)

The following appointments are made by the CEO, under delegated authority from Council, or by the CEO, as of right, under relevant legislation. The list includes some, as of right appointments.

Act/Section	Position	Purpose	Comment
Animal Welfare Act 2002 s33(2)(a)(v)	CEO	Appointed as a General Inspector.	To be reviewed every financial year.
Bush Fires Act 1954 s38(1)	William Batt Robert Jones	Appointed and authorised as Chief Bush Fire Control Officer for the purpose of the Bush Fires Act 1954.	Shall be issued with a certificate of appointment by the local government.
Bush Fires Act 1954 s38(1)	As per BFAC Annual General Meeting.	Appointed and authorised as a Bush Fire Control Officer for the purpose of the Bush Fires Act 1954.	Shall be issued with a certificate of appointment by the local government.
Bush Fires Act 1954 s38(1)	Jess Reid Brant Lehmann	Appointed and authorised as Deputy Chief Bush Fire Control Officer for the purpose of the Bush Fires Act 1954.	Shall be issued with a certificate of appointment by the local government
Equal Employment Opportunity Act 1984 s145	CEO	CEO is to prepare and implement equal employment opportunity management plans pursuant to s145 Equal Employment Opportunity Act 1984.	
Freedom of Information Act 1992 s41	CEO	CEO is designated Internal Review Officer	
Freedom of Information Act 1992 s11, 12, 100	Executive Manager Corporate Services	Executive Manager Corporate Services appointed as Freedom of Information Coordinator to undertake the duties and functions associated with the lodgement and collation of an application for information in	

Delegation Register

Shire of Boddington

		accordance with s11, 12, of the Freedom of Information Act 1992	
Freedom of Information Act 1992 s100	CEO	Principal Decision Maker is the Chief Executive Officer.	
Public Interest Disclosure Act 2003 – s23(1)(a)	CEO	Principal Executive Officer (Chief Executive Officer) designates the occupant of a specified position within the authority as the person responsible for receiving disclosures of public interest information. CEO of the Shire of is designated accordingly.	
Rates and Charges (Rebates and Deferments) Regulation Act 1992 – s12; s13; s32	CEO Executive Manager Corporate Services	CEO is the Pensioner Rates Review Officer, as defined by the Act. Senior Finance / Rates Officer is the Pensioner Rates Determination Officer as defined by the Act.	
Tobacco Products Control Act 2006 s77	CEO	Appointed and authorised as a Restricted Investigator for the purposes of the Tobacco Products Control Act 2006.	

9.2.3 Sponsorship Request – Peel Bright Minds Trail Blazers

File Reference: 3.0028
Applicant: Nil
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.3A Trail Blazers Sponsorship Request

Summary

Council is requested to approve financial support in 2023/24 and 2024/25 for the Peel Bright Minds Trail Blazers Program, following a request from Regional Development Australia (RDA) Peel.

Background

The Trail Blazers Program, auspiced by RDA Peel, is a science engagement and youth development initiative that aims to ignite and promote young people's passion for learning in the areas of science, technology, engineering and mathematics (STEM).

The program focuses on developing the knowledge, skills and leadership capacity of young people aspiring to a career in STEM. Each Trail Blazer program runs for six months, commencing with an intensive six day camp, and continuing with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.

Two Trail Blazers intakes are proposed to be conducted in each of the 2023/24 and 2024/25 years which will provide opportunities for over 140 young people from the Region. The initial intake for 2023/24 is complete.

Previously, Council declined to provide sponsorship for the initial intake. Following a recent presentation by RDA Peel, the opportunity is again presented for consideration.

Comment

Sponsorship is an opportunity for the Shire of Boddington to contribute to developing the Peel region's young people for the future of work through:

- Empowering young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment;
- Connecting young people with the possibilities of STEM and the career pathways available to them;
- Removing the barrier for regional young people, particularly those from marginalised or disadvantaged backgrounds, aspiring to a career in the STEM industries.

The Shire of Boddington previously provided \$1,500 in funding support for Peel Bright Minds in 2021/22, with a total of three participants from Boddington taking part over two intakes.

The funding request for the Trail Blazers initiative is for \$2,000 (GST exclusive) per year of the program. Sponsoring this program continues the Shire support for Boddington youth, as well as to the young people across the Peel region. The selection process is undertaken by RDA Peel (or Peel Bright Minds), with advertising to be conducted throughout the Peel in the lead up to the intake.

It is recommended that \$1,000 be approved for 2023/24, due to one intake already being finalised, and \$2,000 be approved for 2024/25 to allow Boddington youth the opportunity to participate in 2 intake periods.

Consultation

Nil

Strategic Implications

Aspiration People
 Outcome A healthy and active community
 Objective Address the needs of families, children and young people.

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

The initial sponsorship request was for a two (2) year agreement (GST exclusive):
 Year 1 (2023-2024) \$2000
 Year 2 (2024-2025) \$2000

The 2023/24 Budget, and each year of the Long Term Financial Plan, has an allocation of \$5,000 for 'Other Council Donations'. If the recommendation is approved, there will be no Budget impact.

Economic Implications

Nil

Social Implications

Youth engagement and development has benefits for communities and young people through an increase in social skills and sense of self-worth. This project's alignment with STEM opportunities provides a basis for young people who have high levels of interest in the field.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to provide an opportunity for Boddington Youth to participate in the project may result in a reduction in opportunities in the STEM field of employment.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational

Risk Action Plan (controls or treatment proposed)	Nil
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Options

1. Determine to provide full sponsorship
2. Determine to provide a lower or higher level of sponsorship.

Voting Requirements

Simple Majority

Officer Recommendation

That Council provide sponsorship to the value of \$1,000 (ex GST) in 2023/24, and \$2,000 (ex GST) in 2024/25, to Regional Development Australia (Peel) for the Peel Bright Minds Trail Blazers initiative.



Ph 08 9530 4066

www.rdapeel.org.au

6 George Street
PO Box 7
Pinjarra WA 6208

Mrs Julie Burton
Chief Executive Officer
Shire of Boddington
39 Bannister Rd
Boddington WA 6390

Dear Julie

REQUEST FOR SHIRE OF BODDINGTON FINANCIAL SUPPORT FOR PEEL BRIGHT MINDS TRAIL BLAZERS PROGRAM

Following on from our recent discussions regarding potential Shire financial support for the Peel Bright Minds Trail Blazers Program I can advise that we have very recently secured unexpected sponsorship for the Program which will ensure expenses for the remainder of 2022-23 are covered.

We do however request the Shire's financial support for the 2023-24 and 2024-25 financial years in the amount of \$2,000 per year (GST Exclusive). We are also requesting support proportionally from other Local Governments across the Peel region.

There will be 2 Trail Blazers intakes conducted in each of 2023-24 and 2024-25 which will provide opportunities for over 140 young people from the region.

The Shire has previously been a much appreciated supporter of Peel Bright Minds and the Trail Blazers Program.

Three 13-17 year old people from the Shire have participated in Trail Blazers over the first two programs (January – July 2022 and July – December 2022) and we are currently recruiting participants for the third intake (January – July 2023).

The Trail Blazers Program, auspiced by Regional Development Australia Peel, is a science engagement and youth development initiative that aims to ignite and promote young people's passion for learning in the areas of science, technology, engineering and mathematics (STEM). There is currently nothing like this program in Western Australia.

The program focuses on developing the knowledge, skills and leadership capacity of young people aspiring to a career in STEM.

Trail Blazers runs for six-months, commencing with an intensive six-day camp and continues with a mentorship program that has a dual emphasis of both promoting STEM pathways and building the leadership capacity of participants.



An Australian Government Initiative

The program is designed with three objectives in mind:

- Empower young aspiring STEM professionals with the life skills needed to thrive in a dynamic work environment.
- Connect young people with the possibilities of STEM and the career pathways available to them.
- Remove barriers for regional young people aspiring to a career in the STEM industries, particularly those from marginalised or disadvantaged backgrounds.

Trail Blazers was nominated as a finalist in the Science Engagement Initiative of the Year category of the 2022 Premier's Science Awards.

Analysis of the survey results shows that Trail Blazers participants:

- Are more likely to be pursuing STEM careers following school.
- Have a better understanding of STEM career opportunities available to them.
- Feel better prepared for a STEM career.
- Are more confident that a STEM career is right for them.
- Are more confident they will achieve their career ambitions.
- Have a greater awareness of the multiple pathways they can take to reach my education/career goals.

I have attached for your information a Trail Blazers Program outline and the Evaluation Reports from the first two intakes.

If you have any questions please do not hesitate to contact:

John Lambrecht
Director of Regional Development RDA Peel
M: 0428 947 837
E: drd@rdapeel.org.au

Thank you for consideration of this request.

Yours sincerely



John Erren
Chair
30th November 2022

9.2.4 Electric Vehicle (EV) Proposed Fees and Charges

File Reference: 3.000628
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: Nil

Summary

Council is requested to approve the introduction of a new fee for the charging of Electric Vehicles (EV's), to be introduced on commissioning of the two new public charging stations in the Shire of Boddington townsite.

Background

The Shire of Boddington was recently successful in obtaining funding for two EV Charging Stations through the WA Charge Up grants. These stations will be available for public use, and therefore a fee needs to be considered to ensure that the Shire does not bear the cost of the increased utilisation of EV's.

Comment

The Shire currently has one EV Charging Station, which is approximately 7 years old. It is free to use, however, this charger is old technology, takes many hours to charge a vehicle and therefore, has not had a significant cost impost on the Shire due to its low use. The new chargers will be promoted widely, including on the EV Network app 'PlugShare'. This will give wide exposure and likely increase utilisation.

Effective January 2024, the Shire will pay 26.5 c/kWh for off-peak electricity and 37.55 c/kWh during peak periods. In addition to factoring in the electricity cost, fees should also consider the cost of the capital equipment, including maintenance and replacement.

Research has been undertaken in relation to charges to use other similar EV chargers in surrounding areas.

- Williams Woolshed \$0.68/kWh
- Williams Lions Park \$0.60/kWh
- Kojonup Visitor Centre \$0.55/kWh
- Katanning Visitor Information Centre \$0.45/kWh

The new charging stations will be fitted with reporting software, allowing monitoring of use and cost. This will allow a review of the charges to be undertaken in late 2023/24. At this time, it is recommended that the Shire imposes a fee that is consistent with surrounding areas, cost recovers the electricity supply cost and partially recovers the capital and maintenance costs.

The grant funding body requires applicants to encourage off-peak charging. The suggested way to facilitate this is to charge a higher price during the evening peak (5pm-9pm).

To align with market pricing and encourage the EV chargers used regularly, it is recommended a charge of \$0.45/kWh including GST (off peak) and \$0.55/kWh including GST (peak) be implemented for the remainder of 2023/24, commencing at the conclusion of the advertising period.

Consultation

The proposed fee will be advertised in accordance with legislative requirements.

Strategic Implications

Aspiration	Planet
Outcome	Shared responsibility for climate action and environmental sustainability
Objective	Encourage sustainable practices to minimise and offset carbon emissions
Action	Apply for funding for electric vehicle charging stations

Legislative Implications

Local Government Act 1995

6.16. Imposition of fees and charges

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

* Absolute majority required.

Policy Implications

Nil

Financial Implications

The recommendation seeks to minimise any financial impact the Shire, by charging a fee that full cost recovers electricity use, and partially cost recovers capital and maintenance expenses.

Economic Implications

EV Chargers are an important component of encouraging visitation to the Shire.

Social Implications

Nil

Environmental Considerations

Electric vehicles have lower air pollution and greenhouse gas emissions. This aligns with the Shire's commitment to sustainability, and eco-friendly transportation solutions, addressing climate change and air quality concerns.

Risk Considerations

Risk Statement and Consequence	Failure to cost recover will result in a negative financial implication for the Shire. Setting a fee too high may detract users.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational, Financial
Risk Action Plan (controls or treatment proposed)	The EV Charger use and costs will be reviewed as a part of recommending the Fees and Charges to Council through the 2024/25 Budget.

Options

1. Determine not to charge a fee for the use of EV Chargers
2. Determine to adopt a fee that is higher or lower than the recommendation

Voting Requirements

Absolute Majority

Officer Recommendation

That Council approves the introduction of the following fees and charges for Electric Vehicle Charging:

- **Off Peak \$0.45c/kWh (inc GST)**
- **Peak \$0.55c/kWh (Inc GST)**

9.2.5 Proposed Lease | Boddington Medical Centre

File Reference: 3.0046
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.5A Draft Lease – Medical Centre

Summary

Council is requested to consider entering into a lease with Bouldermed Pty Ltd, for a portion of Reserve 49937, Lot 500 Hotham Avenue Boddington, for the purpose of providing Medical Services in the Shire of Boddington.

Council is also requested to endorse a residential tenancy, and provision of a vehicle, being offered to the General Practitioner.

Background

Following the current General Practitioner (GP) providing notice of his intention to retire, a request has been received from the proposed new Owner of the business, to enter into a lease for the premise which constitutes the Boddington Medical Centre.

In May 2023, Council confirmed the incentive package for a new GP, and a lease has been drafted based on this detail.

Comment

The draft lease is contained at Attachment 9.2.5A.

The key terms of the lease include:

Commencement Date:	1 January 2024
Term:	Ten Years
Expiry Date:	31 December 2033
Lease Payment:	\$1 per year
Option to Renew:	Nil

In accordance with the GP incentive package, a residential tenancy for 15 Bluegum Court Boddington, is also recommended for approval with the following terms:

Rental	\$0 per week
Utilities	Tenant responsibility
Insurance	Shire responsibility

All other items are in accordance with the standard Residential Tenancy Agreement.

The incentive package also includes the provision of a vehicle (or allowance). The current arrangements for the vehicle are that the Shire provides the vehicle, including insurance and maintenance, with the GP responsible for fuel costs. This arrangement is proposed to continue.

Consultation

Local Public Notice is required to be given of the proposed disposition of property, with submissions invited.

Strategic Implications

Aspiration	People
Outcome 2	A healthy and active community.
Objective 2.1	Improve access to health facilities and services

Legislative Implications

Section 3.58 of the Local Government Act – Disposition of Property

- 2) Except as stated in this section, a local government can only dispose of property to —
- a) the highest bidder at public auction; or
 - b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- 3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
- a) it gives local public notice of the proposed disposition —
 - i. describing the property concerned; and
 - ii. giving details of the proposed disposition; and
 - iii. inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
 - b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

The Local Government (Functions and General) Regulations 1996 outline various dispositions that are excluded from the requirements of Section 3.58. These include:

30. Dispositions of property to which section 3.58 of Act does not apply

- f) it is the leasing of land to a “medical practitioner” (as defined in section 3 of the Medical Act 1894) to be used for carrying on his or her medical practice;

Policy Implications

Lease Policy

Financial Implications

The proposed lease terms are consistent with the current lease, and therefore, no significant financial implications will be incurred.

Economic Implications

The proposed lease supports the economic growth of the Shire, by ensuring health services are offered in support of business growth and local employment.

Social Implications

The proposed lease supports the provision of medical services to the community.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Failure to provide a lease to a General Practitioner may impact the level of service provided to the community. Other risks that are relevant include insurance and liability issues in relation to the lease terms.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed.

Options

1. Endorse the lease in accordance with the terms presented
2. Amend the lease terms
3. Decline the lease
4. Amend other components of the incentive package

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

- 1. Pursuant to section 3.58 of the Local Government Act 1995, agrees to lease a portion of Reserve 49937, Lot 500 Hotham Avenue Boddington, to Bouldermed Pty Ltd under the terms contained in Attachment 9.2.5A.**
- 2. Authorise a residential tenancy agreement to be entered into with the General Practitioner, for the property at 15 Bluegum Place Boddington at a weekly rental amount of \$0.**
- 3. Authorise the Chief Executive Officer to prepare and execute an agreement in relation to the provision of a vehicle for the General Practitioner.**
- 4. Authorise a reimbursement of \$4,290 to the Marlene Oelofse, being 50% of the total cost of the relocation expenses.**

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

Bouldermed Pty Ltd

("Lessee")

DRAFT

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THIS DEED is made on the <insert date>

BETWEEN

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

AND

Bouldermed Pty Ltd, Trading as Boddington Medical Centre <INSERT ADDRESS>
("Lessee").

RECITALS:

- A. The Lessor is the owner of the land.
- B. Under Management Order, the Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has agree to lease the Leased Premises to the Lessee on the terms of the Lease.
- D. The Minister indicates its approval of this Lease by endorsing its consent thereon.

THE PARTIES CONVENANT AND AGREE:

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

1.1 Definitions

Unless stated otherwise:

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

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

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

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

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

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

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

“Event of Default” means the events specified in clause 17 of this Lease;

“Facilities” means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;

“Final Period” means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

“Financial Year” means a year beginning on 1 July and ending on the following 30 June;

“First Period” means the period between the Commencement Date and the last day of the first Lease Year;

“Further Term” means that further term specified in Item 9 of Schedule 1;

“LAA” means the *Land Administration Act 1997*;

“Land” means the land described in item 3 of Schedule 1;

“Lease” means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;

“Leased Premises” means the premises described in item 4 of Schedule 1;

“Lease Year” means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

“Lessee’s Operations” means the operations and activities carried on by the Lessee from the Leased Premises;

“Lessee’s Fixtures” means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor’s consent which is not re-classified as a Lessor’s Fixture in accordance with this Lease;

“Lessee’s Plans and Specifications” means all plans, specifications and working drawings in relation to the Lessee’s Initial Works and Lessee’s Works as prepared by or on behalf of the Lessee;

“Lessee’s Obligations” means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;

“Lessee’s Rights” means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor’s Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee’s Operations from the Leased Premises;

“Lessor’s Fixtures” means the Lessor’s fixtures and fittings in the Leased Premises and any Lessee’s Fixtures which are reclassified by the Lessor as Lessor’s Fixtures in accordance with this Lease;

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

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

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

“Outgoings” has the meaning set out in Item 9 of Schedule 1;

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

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

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

“Rate” means 6% per annum;

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

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

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

“Schedule” means a schedule to this Lease;

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

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

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

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

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

1.2 Interpretation

In this Lease:

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

1.3 Performance of Functions by Minister

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

1.4 Approval by the Lessor or Minister

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

1.5 Consent of Western Australian Planning Commission

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

1.6 Discretion of the Lessor in its capacity as Relevant Authority

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

2. Operative part

2.1 Lease of Leased Premises

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

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

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

2.2 Quiet enjoyment

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

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

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

2.3 Lessee responsible as if owner

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

3. Reservation of Lessor's rights

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

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

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

- (b) Right to enter

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

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

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

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

(c) Granting easements etc.

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

4. Rent

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

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

Outgoings separately assessed

The Lessee must pay the percentage of outgoings detailed in Item 9 of Schedule 1 to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

6. Use of Leased Premises and Facilities

6.1 The Lessee shall not:

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

6.2 The Lessee:

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

7. Security of Leased Premises

7.1 The Lessee shall:

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

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

8. Leased Premises Name in Lessee's Name

8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.

8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

9. Covenant to repair and maintain

9.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
 - (i) fair wear and tear;

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

9.3 Lessee's Further Obligations

- (a) The conditions imposed by this clause 9.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.
- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.

9.4 The Lessor shall:

- (a) promptly repair any damage to the Leased Premises for which the Lessor is responsible;
- (b) be responsible for regular maintenance cleaning of the facility;
- (c) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition;
- (c) maintain and service air-conditioning plant and equipment which services the Leased Premises;
- (d) replace any broken glass in the Leased Premises.
- (e) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (f) Without prejudice to the generality of clause 9.1 and 9.4(b) for the avoidance of any doubt the Lessee is obliged to:-
 - i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
 - ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
 - iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

10. **Positive covenants**

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) any breach of the Lessee's Obligations; and
 - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;

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

11. **Negative covenants**

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased

Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;

- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;

- (m) burn any rubbish in the Leased Premises or the land (except garden waste);
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

12. Lessee's Obligations to effect Insurances

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

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updates, amended or varied from time to time;
 - (b) not without the Lessor's prior consent, alter the terms or conditions of any policy;
- and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

13. Indemnities

13.1 General indemnity

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

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or

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

13.2 Nature of Indemnity

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

14. Assignment

14.1 No assignment

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

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

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

14.4 Lessor may consent to sublease

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

15. Damage, Destruction or Resumption

15.1 Definitions

In this clause 15:

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

15.2 Abatement

(a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

(d) unfit for occupation and use by the Lessee; or

(ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

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

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

iv) the covenant to repair and maintain;

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

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

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

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

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

(iii) restored;

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

(v) made accessible.

15.3 Either Party May Terminate

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

15.4 Lessee May Terminate

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

15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

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

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

15.6 Lessor to Terminate

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

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15.7 Antecedent Breaches

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

15.8 Dispute Resolution

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

15.9 Lessor Not Obligated to Reinstate

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

15.10 Proceeds of Insurance

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

15.11 Resumption of Leased Premises

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

16. Limited of Lessor's Liability

16.1 No warranties or representations

The Lessee acknowledges and agrees that:

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

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

16.2 Suitability and Safety of Leased Premises

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

16.3 Lessor Not Liable

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

16.4 Lessor only liable while Primary Interest Holder

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

16.5 Interruption of Services

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

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

17. Default

An event of default occurs if:

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

18. Lessor's power on default

18.1 Lessor's right of possession

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

18.2 Lessor may remedy Lessee's default

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

18.3 No prejudice of Lessor's rights

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

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

18.4 Exercise of rights by Lessor

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

19. Essential terms

19.1 Breach of Essential Terms

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

19.2 Damage for Breach of Essential Terms

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

19.3 Lessor's Entitlement to Damages

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

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

19.4 Lessor to Mitigate Damages

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

19.5 Calculation of Damages

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

20. Termination

20.1 Yield up Leased Premises

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

20.2 Improvements to Vest in Crown

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

20.3 Remove Lessee's Fixtures

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

20.4 Making Good of Leased Premises on Termination

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

20.5 Lessor Can Make Good

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

20.6 Dealing with Lessee's property not removed at Termination

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

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

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

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

21. Power of Attorney

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

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

22. Trustee Provisions

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

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

23. Miscellaneous

23.1 Lessee not to permit prohibited matters

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

23.2 Lessor's consent

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

23.3 Certificates

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

23.4 Exercise of rights by Lessor

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

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

23.5 Lessor may act by agent

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

23.6 Discretion of the Lessor

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

23.7 Time for Payment

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

23.8 Time of the essence

Time shall be of the essence in all respects.

23.9 No moratorium

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

23.10 Variation

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

23.11 Further assurances

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

23.12 Effect of execution

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

23.13 Entire Agreement

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

23.14 Proper Law

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

23.15 Severance

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

23.16 Headings

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

23.17 Termination

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

23.18 Cost of Complying with Obligations

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

23.19 Giving of notice

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

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

23.20 Goods and services tax

- (a) In the Lease:

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

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

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

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

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

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

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

24. Option for Further Term

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

25. Holding Over

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

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

26. Dispute Resolution

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

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

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

27. Trade Practices Act

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

28. Special Conditions

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

SCHEDULE 1

Particular of Lease:

1. Lessor's Details

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

2. Lessee's Details

Bouldermed Pty Ltd, <insert address> Western Australia ("Lessee").

3. Land

Reserve 49937, Lot 500 Hotham Avenue, Boddington WA 6390

4. Leased Premises

Part of Lot 500 Hotham Avenue, Boddington WA 6390, as defined in Schedule 2.

5. Authorised Use

Medical Services

6. Commencement Date

1 January 2024

7. Term

Ten (10) years commencing on the Commencement Date and ending on 31 December 2033.

8. Rent

Nil

9. Outgoings

Zero (0) percent

10. Further Term

Nil

11. Lessee's Insurance Obligations

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

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00);
- (b) Workers Compensation; and

(c) Professional Indemnity.

12. Definition of Outgoings

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

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

13. Special Conditions

Nil

DRAFT

EXECUTED BY THE PARTIES AS A DEED

SHIRE OF BODDINGTON

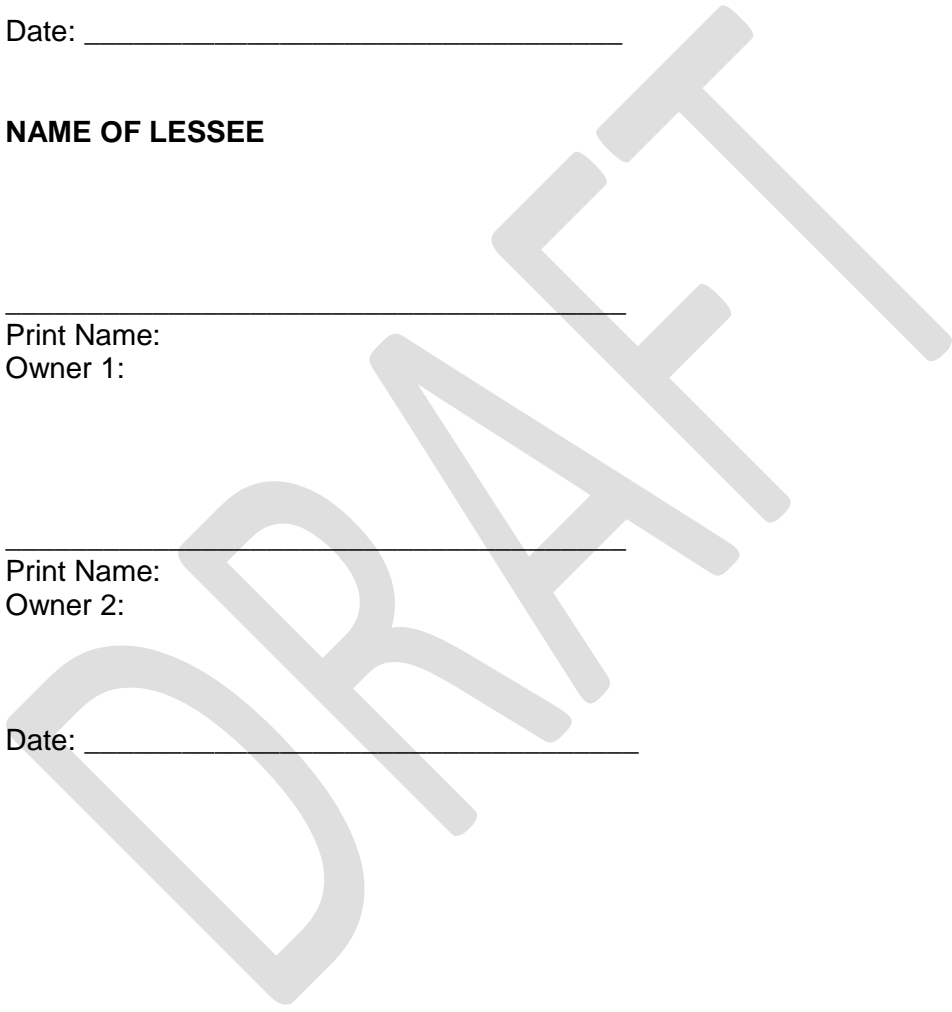
Date: _____

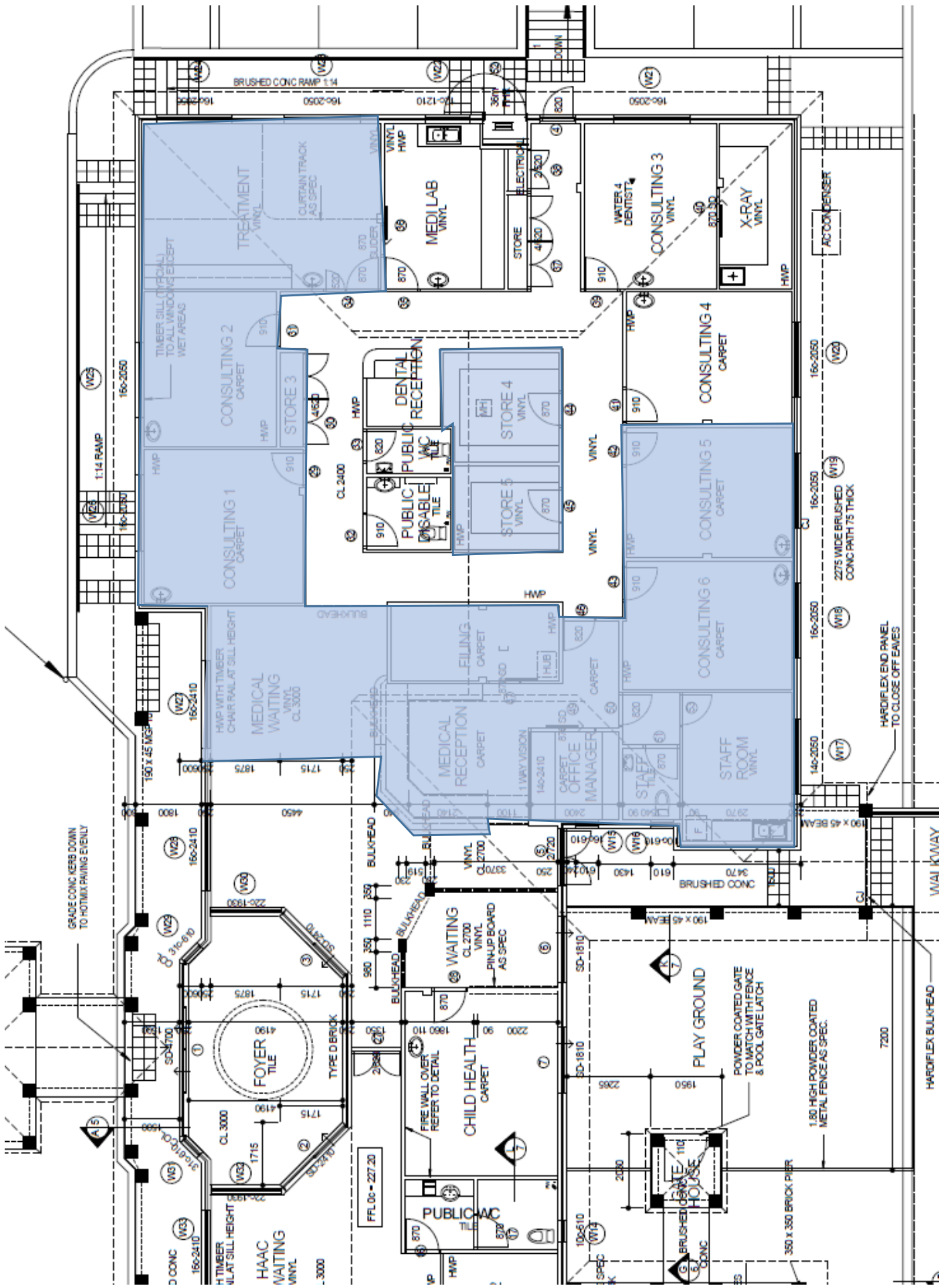
NAME OF LESSEE

Print Name:
Owner 1:

Print Name:
Owner 2:

Date: _____





SCHEDULE 3

Department of Planning, Lands and Heritage Approval

DRAFT

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 31 October 2023

Summary

The list of payments for October 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

That Council receive the list of payments for the period ending 31 October 2023 as presented.

SHIRE OF BODDINGTON - LIST OF PAYMENTS - OCTOBER 2023

Chq/EFT	Date	Name	Description	Amount
EFT25607	06/10/2023	ADVANTAGE ENVIRONMENTAL PEST CONTROL	PEST CONTROL - SHIRE BUILDINGS	15,985.29
EFT25608	06/10/2023	BODDINGTON CARPET CARE	CLEANING SERVICES AT THE MEDICAL CENTRE	220.00
EFT25609	06/10/2023	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	1,465.90
EFT25610	06/10/2023	CONTRACT AQUATIC SERVICES	SWIMMING POOL MANAGEMENT FOR OCTOBER 2023	17,255.00
EFT25611	06/10/2023	WALLIS COMPUTER SOLUTIONS	IT SERVICES	12,168.20
EFT25612	06/10/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES FOR SEPTEMBER 2023	2,291.42
EFT25613	06/10/2023	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE SWIMMING POOL	438.00
EFT25614	06/10/2023	GARRY VENTRIS	COUNCILLOR ALLOWANCES	5,744.50
EFT25615	06/10/2023	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	FIRST AID KITS	2,141.69
EFT25616	06/10/2023	GARAGE DOORS SOUTH WEST	INSTALLATION OF 2 DOOR MOTORS AT CBFB	4,040.00
EFT25617	06/10/2023	BODDINGTON MINI SKIPS	TOWN BIN COLLECTION FOR SEPTEMBER 2023	2,650.00
EFT25618	06/10/2023	SHIRE OF NARROGIN	PROFESSIONAL DEVELOPMENT TRAINING	1,760.00
EFT25619	06/10/2023	DESNIE EUGENE SMALBERGER	REFUND OF NOMINATION FEE	100.00
EFT25620	06/10/2023	CIVIC LEGAL PTY LTD	LEGAL SERVICES	872.19
EFT25621	06/10/2023	IAN GEORGE WEBSTER	COUNCILLOR ALLOWANCES	2,020.18
EFT25622	06/10/2023	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	908.38
EFT25623	06/10/2023	J & M REID EARTHMOVING PTY LTD	MACHINE HIRE FOR CLEANING OUT CULVERTS	2,057.00
EFT25624	06/10/2023	ANDREW THOMAS RYLEY	COUNCILLOR ALLOWANCES	1,658.00
EFT25625	06/10/2023	BODDINGTON POST OFFICE & STORE	PARCEL POST SATCHELS FOR SEPTEMBER 2023	214.90
EFT25626	06/10/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	731.92
EFT25627	06/10/2023	THALIA DOUGLAS	REIMBURSEMENT FOR CATERING SUPPLIES	60.25
EFT25628	06/10/2023	GFG TEMPORARY ASSIST	PROJECT MANAGEMENT SERVICES	9,788.63
EFT25629	06/10/2023	BODDINGTON COMMUNITY MARKETS	MARKET STALL BAY	15.00
EFT25630	06/10/2023	GREAT WESTERN SERVICES	SUPPLY, INSTALL PLY & TIMBER AFTER BRICK CUT AT PAVILION	3,202.10
EFT25631	06/10/2023	PYKE PLUMBING & GAS PTY LTD	ANNUAL BACKFLOW TESTING AT 61 WURAMING AVE	539.00
EFT25632	06/10/2023	PAUL BUTLER	REFUND OF KEY BOND & CLEANING BOND	240.00
EFT25633	06/10/2023	AVON WASTE	RUBBISH SERVICES FOR SEPTEMBER 2023	13,164.62
EFT25634	06/10/2023	WALGA	CLIMATE RISK ASSESSMENT TRAINING COURSE	638.00
EFT25635	06/10/2023	WESTRAC EQUIPMENT WA PTY LTD	PARTS FOR CATERPILLAR LOADER	590.88
EFT25636	13/10/2023	BODDINGTON MEDICAL CENTRE	MEDICAL REPORT	275.00
EFT25637	13/10/2023	TQUIP	SERVICE ON TORO GROUNDMASTER	379.20
EFT25638	13/10/2023	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR SEPTEMBER 2023	121.22
EFT25639	13/10/2023	1 SWEEP TOWN AND COUNTRY	STREET SWEEPING	1,054.00
EFT25640	13/10/2023	PORTER CONSULTING ENGINEERS	POLLARD STREET & HILL STREET DRAINAGE UPGRADE	12,045.00
EFT25641	13/10/2023	OZTECH SECURITY	CONTROL ROOM MONITORING AT THE MEDICAL CENTRE	178.00
EFT25642	13/10/2023	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1,300.00
EFT25643	13/10/2023	VOLT AIR PTY LTD	RCD TESTING & AIR CONDITIONER SERVICE	1,106.00
EFT25644	13/10/2023	ZIRCODATA PTY LTD	STORAGE FEES	96.72
EFT25645	13/10/2023	THE FOOD BOSS	CATERING SERVICES	810.00
EFT25646	13/10/2023	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES SEPTEMBER 2023	455.00
EFT25647	13/10/2023	VALUATIONS PTY LTD T/AS ACUMENTIS	VALUATION REPORT	880.00
EFT25648	13/10/2023	RURAL & REGIONAL ECONOMIC SOLUTIONS P/L	CONSULTING SERVICES - AGED CARE ACCOMMODATION	1,408.00
EFT25649	13/10/2023	JEFF ATKINS	REIMBURSEMENT FOR INTERNET CHARGES	225.00
EFT25650	13/10/2023	SERENA EASTON LEADERSHIP	EXECUTIVE TEAM DEVELOPMENT	2,200.00
EFT25651	13/10/2023	CORE BUSINESS AUSTRALIA PTY LTD	CULTURAL CENTRE PROJECT	6,057.34
EFT25652	13/10/2023	SPORTZING COURT CARE WA	TENNIS COURT MACHINE SERVICE & NEW NETS	8,316.00
EFT25653	13/10/2023	SHIRE OF KOJONUP	CULTURAL CENTRE PROJECT	190.00
EFT25654	13/10/2023	BODDINGTON SES	REIMBURSEMENT FOR THE SES	2,261.28
EFT25655	20/10/2023	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND	BCITF PAYMENT SEPTEMBER 2023	303.50
EFT25656	20/10/2023	SHIRE OF BODDINGTON	BSL/BCITF COMMISSION SEPTEMBER 2023	26.50
EFT25657	20/10/2023	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	BAS SEPTEMBER 2023	50,567.00
EFT25658	20/10/2023	DEPT OF MINES,INDUSTRY REGULATION &	BSL PAYMENT SEPTEMBER 2023	133.85
EFT25659	27/10/2023	P & D SULLIVAN	TRANSPORT OF MULTI TYRE ROLLER	880.00
EFT25660	27/10/2023	INITIAL HYGIENE PTY LTD (RENTOKIL)	SANITARY BIN SERVICE	558.69
EFT25661	27/10/2023	BODDINGTON MEDICAL CENTRE	PRE-EMPLOYMENT MEDICAL	275.00
EFT25662	27/10/2023	TQUIP	SERVICE ON TORO GROUNDMASTER	401.60
EFT25663	27/10/2023	LG PROFESSIONALS AUSTRALIA (WA)	COMMTELLIGENCE FORUM 2023	380.00
EFT25664	27/10/2023	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	885.62
EFT25665	27/10/2023	WESTERN AUSTRALIAN LAND INFORMATION	RURAL UV'S CHARGEABLE	74.15
EFT25666	27/10/2023	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	4,479.35
EFT25667	27/10/2023	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS FOR SEPTEMBER 2023	4,462.31
EFT25668	27/10/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR SEPTEMBER 2023	2,279.61
EFT25669	27/10/2023	SEEK LIMITED	ADVERTISING - ADMINISTRATION OFFICER	401.50
EFT25670	27/10/2023	SNAP PRINTING MANDURAH	BODDINGTON VISITORS MARKETING MATERIALS	781.69
EFT25671	27/10/2023	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	354.22
EFT25672	27/10/2023	KOMATSU AUSTRALIA PTY LTD	SERVICE ON KOMATSU LOADER BT003	3,265.87
EFT25673	27/10/2023	LGISWA	INSURANCE RENEWAL 2023/2024 - 2ND INSTALMENT	169,129.94
EFT25674	27/10/2023	DEPARTMENT OF THE PREMIER AND CABINET	PUBLISHING BUSH FIRE NOTICE 2023/2024	571.20
EFT25675	27/10/2023	PEEL REGIONAL LEADERS FORUM INC.	CONTRIBUTION TOWARDS PEEL REGIONAL LEADERS FORUM	17,664.90
EFT25676	27/10/2023	BUNBURY TRUCKS	REPAIRS TO HINO TIPPER BT000	21,167.58
EFT25677	27/10/2023	GOLDEN GLASS	REMOVAL & INSTALLATION OF WINDOWS - COMMUNITY GYM	14,245.00
EFT25678	27/10/2023	SIGNCRAFT VISUAL MANDURAH	SIGNAGE	345.95
EFT25679	27/10/2023	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT25680	27/10/2023	SHERIDAN'S	STAFF NAME BADGES	142.78
EFT25681	27/10/2023	QUALITY PRESS	DFES VEHICLE IDENTIFIER STICKERS	62.70
EFT25682	27/10/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FOR SEPTEMBER 2023	2,898.90
EFT25683	27/10/2023	RMS (AUST) PTY LTD	CARAVAN PARK RMS DATABASE BACKUP	126.50
EFT25684	27/10/2023	CREATIVE SPACES	SITE VISIT COUNCILLOR CONCEPT FORUM	1,636.80
EFT25685	27/10/2023	RICOH AUSTRALIA PTY LTD	PRINTER CARTRIDGE	191.40
EFT25686	27/10/2023	BANNISTER EXCAVATIONS PTY LTD	GRADING OF SIDING RD	1,100.00
EFT25687	27/10/2023	VOLT AIR PTY LTD	ELECTRICAL WORK AT CAFÉ, POOL AND BUILDINGS	4,338.65
EFT25688	27/10/2023	PERTH OFFICE EQUIPMENT REPAIRS	SERVICE ON PAPER SHREDDERS & BINDING MACHINE	850.85
EFT25689	27/10/2023	HARTAC SIGNS AND SAFETY SOLUTIONS	GUIDE POSTS	2,915.00

SHIRE OF BODDINGTON - LIST OF PAYMENTS - OCTOBER 2023

Chq/EFT	Date	Name	Description	Amount
EFT25690	27/10/2023	SURVEYING SOUTH	SURVEYING SERVICES	8,140.00
EFT25691	27/10/2023	COMMON GROUND TRAILS PTY LTD	BODDINGTON MTB TRAILS	24,170.55
EFT25692	27/10/2023	ARCUS REFRIGERATION SERVICE PTY LTD	WATER COOLERS	5,689.20
EFT25693	27/10/2023	CORSIGN WA	SIGNAGE	398.20
EFT25694	27/10/2023	KEE SURFACING PTY LTD	HARVEY-QUINDANNING ROAD SEALING WORKS	35,415.60
EFT25695	27/10/2023	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	908.38
EFT25696	27/10/2023	J & M REID EARTHMOVING PTY LTD	RELOCATION OF TRANSPORTABLE CRIB ROOM	11,060.50
EFT25697	27/10/2023	SAPIO PTY LTD	GALLAGHER SECURITY AND ACCESS CONTROL & CCTV	32,997.44
EFT25698	27/10/2023	BODDINGTON SUPERMARKET PTY LTD	YOUTH CENTRE PURCHASES FOR SEPTEMBER 2023	1,007.40
EFT25699	27/10/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	810.15
EFT25700	27/10/2023	SOS OFFICE EQUIPMENT	PHOTOCOPIER CHARGES	177.81
EFT25701	27/10/2023	GLEN FLOOD GROUP PTY LTD	PROJECT MANAGEMENT SERVICES - CULTURAL CENTRE	22,398.95
EFT25702	27/10/2023	EVOKE UNIFORMS	POLO SHIRTS	472.41
EFT25703	27/10/2023	THALIA DOUGLAS	REIMBURSEMENT FOR CATERING SUPPLIES	64.02
EFT25704	27/10/2023	CORE BUSINESS AUSTRALIA PTY LTD	ABORIGINAL ENGAGEMENT OFFICER	1,873.67
EFT25705	27/10/2023	INTERFIRE AGENCIES PTY LTD	PAIL 20 LITRE CLASS A FOAM	2,358.68
EFT25706	27/10/2023	KIDSAFE WA	PLAYGROUND ASSESSMENT	440.00
EFT25707	27/10/2023	GFG TEMPORARY ASSIST	PROJECT MANAGEMENT SUPPORT	5,018.20
EFT25708	27/10/2023	CALL ASSOCIATES PTY LTD	AFTER HOURS CALL SERVICE SEPTEMBER 2023	470.80
EFT25709	27/10/2023	NICHOLAS JAMES CLEMENTS	SUPPLY & INSTALLATION OF CONCRETE FLOORS	5,500.00
EFT25710	27/10/2023	INSTANT TRANSPORTABLE OFFICES PTY LTD	DEPOT CRIB ROOM	70,059.00
EFT25711	27/10/2023	CUTWELL CONCRETE SAWING & DRILLING	WORK AT THE SPORTS PAVILION - COMMUNITY GYM	4,021.60
EFT25712	27/10/2023	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT ILU UNIT 8	239.80
EFT25713	27/10/2023	DIESEL AND HYDRAULIC SERVICES SOUTH WEST	REPAIRS TO BVFBF 3.5	9,255.87
EFT25714	27/10/2023	KEVIN PETCH	REIMBURSEMENT FOR CATERING BFB MEETING	205.00
EFT25715	27/10/2023	SANPOINT PTY LTD T/AS LD TOTAL	WEED CONTROL	2,134.00
EFT25716	27/10/2023	BEACON EQUIPMENT	NEW COASTMAC PT20 PLANT TRAILER	5,280.00
EFT25717	27/10/2023	BABYLON OPERATIONS PTY LTD	CRANE HIRE	363.00
EFT25718	27/10/2023	LITEYEAR PTY LTD	GRAVEL	1,091.20
EFT25719	27/10/2023	AVON WASTE	RUBBISH SERVICES OCTOBER 2023	6,674.01
EFT25720	27/10/2023	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT030	1,445.45
EFT25721	27/10/2023	GREG DAY MOTORS	FUEL SEPTEMBER 2023	9,493.69
EFT25722	27/10/2023	JASON SIGN MAKERS	GUIDE POSTS	3,144.11
EFT25723	27/10/2023	WALGA	WALGA LOCAL GOVERNMENT CONVENTION 2023	91.80
EFT25724	27/10/2023	WESTRAC EQUIPMENT WA PTY LTD	SERVICE ON CATERPILLAR TRACK LOADER	3,127.87
EFT25725	27/10/2023	ZIPFORM	PRINTING & POSTAGE OF 2023/2024 ANNUAL RATES NOTICES	6,129.97
EFT25726	27/10/2023	CHUBB FIRE & SECURITY PTY LTD	REPLACEMENT FIRE EXTINGUISHERS	4,837.59
EFT25727	27/10/2023	DEPARTMENT OF EDUCATION	CHILDCARE REFUND - OVERPAYMENT OF CCS	3,072.96
EFT25728	27/10/2023	BODDINGTON SES	REIMBURSEMENT FOR THE SES	1,033.54
EFT25729	27/10/2023	VISIMAX	RANGER ANIMAL CONTROL ITEMS	564.50
EFT25730	27/10/2023	THE LOCK MAN SECURITY	KEYS & PADLOCK FOR OLD SCHOOL GATE	191.10
EFT25731	27/10/2023	JTAGZ PTY LTD	ANIMAL REGISTRATION TAGS	308.00
DD15941.1	02/10/2023	WESTNET	INTERNET CHARGES - MEDICAL CENTRE	39.95
DD15941.2	02/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,131.80
DD15941.3	02/10/2023	KLEENHEAT GAS	BULK GAS - VARIOUS SHIRE PROPERTIES	2,349.48
DD15954.1	03/10/2023	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,282.11
DD15954.2	03/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,600.00
DD15954.3	03/10/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	1,398.36
DD15955.1	04/10/2023	WESTNET	INTERNET CHARGES - POOL	59.95
DD15955.2	04/10/2023	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.70
DD15955.3	04/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	858.20
DD15955.4	04/10/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	502.30
DD15956.1	05/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,599.30
DD15957.1	09/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,243.00
DD15957.2	09/10/2023	TELSTRA LIMITED	MOBILE PHONE CHARGES - SHIRE	662.13
DD15961.1	10/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	490.20
DD15961.2	10/10/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	5,359.33
DD15962.1	11/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	966.70
DD15962.2	11/10/2023	SYNERGY	ELECTRICITY CHARGES - BCRC	2,350.58
DD15967.1	12/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,627.80
DD15968.1	06/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,067.45
DD15968.2	06/10/2023	NEWBOOK PTY LTD	CARAVAN PARK BOOKING SYSTEM	4,067.99
DD15977.1	13/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,963.85
DD15977.2	13/10/2023	NEWBOOK PTY LTD	NEWBOOK SUBSCRIPTION	511.50
DD15978.1	16/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	502.15
DD15978.2	16/10/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	627.30
DD15979.1	17/10/2023	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,552.48
DD15979.2	17/10/2023	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	56.98
DD15979.3	17/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,003.25
DD15980.1	18/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	7,810.05
DD15980.2	18/10/2023	TELSTRA LIMITED	PHONE CHARGES - SES LANDLINES	195.44
DD15985.1	19/10/2023	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	729.50
DD15985.2	19/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	812.15
DD15989.1	20/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,466.80
DD15990.1	23/10/2023	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	19.20
DD15990.2	23/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,208.40
DD15994.1	24/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,723.20
DD15994.2	24/10/2023	SYNERGY	ELECTRICITY CHARGES - QUINDANNING FIRE SHED	181.63
DD15994.3	24/10/2023	TELSTRA LIMITED	PHONE CHARGES - SHIRE	754.83
DD15999.1	26/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	238.45
DD16000.1	25/10/2023	EASIFLEET MANAGEMENT	LEASE PAYMENT - 1HIZ195 CEO & 1GVR651 EMDS	3,960.44
DD16000.2	25/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	508.25
DD16005.1	30/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	947.15
DD16005.2	30/10/2023	KLEENHEAT GAS	CYLINDER SERVICE FEE - BCRC	835.95
DD16006.1	27/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,858.05

SHIRE OF BODDINGTON - LIST OF PAYMENTS - OCTOBER 2023

Chq/EFT	Date	Name	Description	Amount
DD16007.1	31/10/2023	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,232.31
DD16007.2	31/10/2023	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	1,972.84
DD16007.3	31/10/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,232.00
DD16010.1	03/10/2023	NAB BUSINESS VISA	CREDIT CARD PURCHASES	13,928.49
				<u>870,158.41</u>
		JEFF ATKINS		
04/09/2023	04/09/2023	STRATCO	METAL CABINET FOR THE REC CENTRE	349.00
04/09/2023	04/09/2023	RLSSWA	RESCUE TUBE FOR THE REFUSE SITE	191.00
05/09/2023	05/09/2023	OZWASHROOMS	REFILLABLE SOAP & SANITISER DISPENSERS	432.00
06/09/2023	06/09/2023	REPCO	UHF RADIOS BOCH DISPLAY MIC	670.00
11/09/2023	11/09/2023	THE GOODGUYS	DYSON VACUUM CLEANERS	798.00
11/09/2023	11/09/2023	ELECTRICAL HOME AIDS	PACVAC SUPERPRO BACKPACK VACUUM CLEANERS	798.00
18/09/2023	18/09/2023	ANACONDA	GME TX6160 5 WATT UHF CB HANDHELD RADIO PACKS	678.00
		JAMES WICKENS		
07/09/2023	07/09/2023	THE WEST AUSTRALIAN	PUBLIC NOTICE BUSHFIRE BRIGADES LOCAL LAWS	488.10
		SAM KEMPTON		
30/08/2023	30/08/2023	MEGA MUSIC AUSTRALIA	GUITAR STRINGS & STAND	53.00
30/08/2023	30/08/2023	MODERN TEACHING AIDS	ASSORTED BOOKS & PUPPET KITS FOR BETTER BEGINNINGS	2,793.02
30/08/2023	30/08/2023	CREATIVE PLAY PUPPETS	ITEMS FOR BETTER BEGINNINGS	298.95
31/08/2023	31/08/2023	KMART	ITEMS FOR BETTER BEGINNINGS	684.75
31/08/2023	31/08/2023	DYMOCKS	ITEMS FOR BETTER BEGINNINGS	135.93
07/09/2023	07/09/2023	KMART	ITEMS FOR BETTER BEGINNINGS	8.00
13/09/2023	13/09/2023	NETFLIX	SUBSCRIPTION FOR THE YOUTH CENTRE	16.99
13/09/2023	13/09/2023	KMART	ITEMS FOR THE YOUTH CENTRE	137.00
15/09/2023	15/09/2023	KMART	ITEMS FOR THE YOUTH CENTRE	-5.50
22/09/2023	22/09/2023	KMART	ITEMS FOR THE YOUTH CENTRE	-8.00
		CARA RYAN		
14/09/2023	14/09/2023	REBEL	ITEMS FOR THE YOUTH CENTRE	429.96
14/09/2023	14/09/2023	BIGW	ITEMS FOR THE YOUTH CENTRE	362.00
26/09/2023	26/09/2023	BP KELMSCOTT	FUEL BT04	128.35
		JULIE BURTON		
04/09/2023	04/09/2023	MAILCHIMP	NEWSLETTER SOFTWARE	41.03
04/09/2023	04/09/2023	EXETEL	INTERNET PLAN	975.00
04/09/2023	04/09/2023	CANVA	MARKETING GRAPHIC DESIGN PLATFORM	332.99
05/09/2023	05/09/2023	DROPBOX	LARGE FILE TRANSFER SERVICE	18.69
18/09/2023	18/09/2023	CROWN PROMENADE	WALGA CONFERENCE 2023	2,169.00
18/09/2023	18/09/2023	CROWN METROPOL	COMMUNITY DEVELOPMENT CONFERENCE	458.00
27/09/2023	27/09/2023	SHIRE OF BODDINGTON	CHANGE OF PLATES BT067	31.10
28/09/2023	28/09/2023	SLIMLINE WAREHOUSE	PANEL DISPLAY SYSTEM & BAG	417.34
28/09/2023	28/09/2023	NAB CARD FEE	FEE	45.00
28/09/2023	28/09/2023	NAB INTERNATIONAL TRANSACTION FEES	FEE	1.79
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 01/10/2023	72,835.57
		NAB	NET PAYROLL F/N ENDING 15/10/2023	77,028.43
		NAB	NET PAYROLL F/N ENDING 29/10/2023	74,467.76
				<u>1,094,490.17</u>
		TOTAL MUNI		
		TOTAL TRUST & MUNI		<u><u>1,094,490.17</u></u>

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 October 2023

Summary

The Monthly Financial Report for October 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

That Council receive the financial statements as presented, for the period ending 31 October 2023.



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)

For the Period Ended 31 October 2023

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

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SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

	Adopted Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.
Note	(a)	(b)	(c)	(c)-(b)	(c)-(b)/(b)	
	\$	\$	\$	\$	%	
OPERATING ACTIVITIES						
Revenue from operating activities						
Rates	6	6,538,742	6,524,074	6,518,287	(5,787)	(0%)
Grants, subsidies and contributions	10	339,835	149,360	153,130	3,770	3%
Fees and charges		1,199,971	648,308	664,773	16,465	3%
Interest revenue		211,977	62,635	31,308	(31,327)	(50%)
Other revenue		103,450	34,424	72,087	37,663	109%
Profit on disposal of assets	8	65,582	0	182	182	0%
		8,459,557	7,418,801	7,439,767	20,966	
Expenditure from operating activities						
Employee costs		(3,253,044)	(1,123,178)	(1,146,097)	(22,919)	(2%)
Materials and contracts		(3,149,536)	(1,006,741)	(1,029,980)	(23,239)	(2%)
Utility charges		(341,558)	(114,156)	(117,023)	(2,867)	(3%)
Depreciation		(2,706,950)	(902,316)	0	902,316	100%
Finance Costs		(54,968)	(10,963)	(10,963)	0	0%
Insurance		(226,419)	(226,317)	(269,484)	(43,167)	(19%)
Other expenditure		(25,850)	(8,620)	(11,548)	(2,928)	(34%)
Loss on disposal of assets	8	0	0	0	0	0%
		(9,758,325)	(3,392,291)	(2,585,095)	807,196	
Non-cash amounts excluded from operating activities	2(b)	2,641,368	902,316	0	(902,316)	(100%)
Amount attributable to operating activities		1,342,600	4,928,826	4,854,672	(74,154)	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	10	3,876,677	0	7,500	7,500	0%
Proceeds from disposal of assets	8	189,000	0	0	0	0%
		4,065,677	0	7,500	7,500	
Outflows from investing activities						
Payments for property, plant and equipment	8	(1,684,009)	(345,789)	(344,907)	882	0%
Payments for construction of infrastructure	8	(5,435,531)	(137,500)	(132,840)	4,660	3%
		(7,119,540)	(483,289)	(477,747)	5,542	
Amount attributable to investing activities		(3,053,863)	(483,289)	(470,247)	13,042	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	4	515,555	0	0	0	0%
		515,555	0	0	0	
Outflows from investing activities						
Repayment of borrowings	9	(369,416)	(43,778)	(43,778)	(0)	(0%)
Transfer to reserves	4	(834,536)	0	0	0	0%
		(1,203,952)	(43,778)	(43,778)	(0)	
Amount attributable to financing activities		(688,397)	(43,778)	(43,778)	(0)	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus of deficit at the start of the financial year	2(a)	2,383,660	2,383,660	2,110,832	(272,828)	(11%)
Amount attributable to operating activities		1,342,600	4,928,826	4,854,672		
Amount attributable to investing activities		(3,053,863)	(483,289)	(470,247)		
Amount attributable to financing activities		(688,397)	(43,778)	(43,778)		
Surplus or deficit after imposition of general rates		(16,000)	6,785,419	6,451,479		

KEY INFORMATION

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

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

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

**SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 OCTOBER 2023**

	30 June 2023	31 Oct 2023
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	8,009,668	11,737,459
Trade and other receivables	637,549	1,436,292
Other assets	7,883	7,883
TOTAL CURRENT ASSETS	8,655,100	13,181,634
NON-CURRENT ASSETS		
Trade and other receivables	23,375	23,375
Other financial assets	40,745	40,745
Property, plant and equipment	38,372,382	38,717,289
Infrastructure	62,263,508	62,396,348
TOTAL NON-CURRENT ASSETS	100,700,010	101,177,757
TOTAL ASSETS	109,355,110	114,359,391
CURRENT LIABILITIES		
Trade and other payables	913,531	665,765
Other liabilities	3,386,114	3,819,766
Borrowings	369,416	325,638
Employee related provisions	203,240	203,240
TOTAL CURRENT LIABILITIES	4,872,301	5,014,409
NON-CURRENT LIABILITIES		
Other liabilities	0	0
Borrowings	1,386,659	1,386,659
Employee related provisions	65,440	65,440
TOTAL NON-CURRENT LIABILITIES	1,452,099	1,452,099
TOTAL LIABILITIES	6,324,400	6,466,508
NET ASSETS	103,030,710	107,892,883
EQUITY		
Retained surplus	34,019,769	38,881,944
Reserve accounts	2,041,385	2,041,385
Revaluation surplus	66,969,556	66,969,556
TOTAL EQUITY	103,030,710	107,892,885

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

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

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

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 15 November 2023

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

		Adopted Budget Opening	Last Year Closing	Year to Date
	Note	30 June 2023	30 June 2023	31 Oct 2023
(a) Net current assets used in the Statement of Financial Activity				
Current assets				
Cash and cash equivalents	4	8,009,668	8,009,668	11,737,460
Rates receivables	5	300,227	300,227	1,155,659
Receivables	5	336,500	337,325	280,633
Inventories		0	0	0
Other current assets		7,883	7,883	7,883
Less: Current liabilities				
Payables	7	(789,786)	(913,531)	(665,765)
Borrowings	9	(369,416)	(369,416)	(325,638)
Capital grant/contribution liability	10	(3,236,207)	(3,086,114)	(3,519,766)
Lease Loan - retirement village		0	(300,000)	(300,000)
Provisions		(203,240)	(203,240)	(203,240)
Less: Total adjustments to net current assets	2(c)	(1,671,969)	(1,671,969)	(1,715,747)
Closing funding surplus / (deficit)		2,383,660	2,110,832	6,451,479

(b) Non-cash items excluded from operating activities

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

		Adopted Budget	YTD Budget (a)	YTD Actual (b)
	Notes	\$	\$	\$
Non-cash items excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals	8	(65,582)	0	0
Add: Depreciation on assets		2,706,950	902,316	0
Total non-cash items excluded from operating activities		2,641,368	902,316	0

(c) Current assets and liabilities excluded from budgeted deficiency

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

		Adopted Budget Opening	Last Year Closing	Year to Date
		30 June 2023	30 June 2023	31 October 2023
Adjustments to net current assets				
Less: Reserves - restricted cash	4	(2,041,385)	(2,041,385)	(2,041,385)
Add: Borrowings	9	369,416	369,416	325,638
Add: Provisions - employee		0	0	0
Total adjustments to net current assets		(1,671,969)	(1,671,969)	(1,715,747)

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

3 EXPLANATION OF MATERIAL VARIANCES

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

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

	Var. \$	Var. %	Explanation of Variances
	\$	%	
Revenue from operating activities			
Rates	(5,787)	(0%)	
Grants, subsidies and contributions	3,770	3%	
Fees and charges	16,465	3%	
Interest revenue	(31,327)	(50%)	▼ Timing Variance
Other revenue	37,663	109%	▲ Permanent Variance reimbursement for Workers Compensation payment higher than budget estimate.
Profit on disposal of assets	182	0%	
Expenditure from operating activities			
Employee costs	(22,919)	(2%)	
Materials and contracts	(23,239)	(2%)	
Utility charges	(2,867)	(3%)	
Depreciation	902,316	100%	▲ Timing Variance - to commence once 22/23 audit complete
Finance Costs	0	0%	
Insurance	(43,167)	(19%)	▼ Timing Variance - Workers Compensation to be transferred to Employee Costs
Other expenditure	(2,928)	(34%)	
Loss on disposal of assets	0	0%	
Non-cash amounts excluded from operating activities.	(902,316)	(100%)	▼ Timing Variance - Depreciation
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	7,500	0%	
Proceeds from disposal of assets	0	0%	
Proceeds from financial assets at amortised cost - self supporting loans	0	0%	
Outflows from investing activities			
Payments for financial assets at amortised cost - self supporting loans	0	0%	
Payments for property, plant and equipment	882	0%	
Payments for construction of infrastructure			
Inflows from financing activities			
Proceeds from new debentures	0	0%	
Transfer to reserves	0	0%	
Outflows from financing activities			
Payments for principal portion of lease liabilities	0	0%	
Repayment of borrowings	(0)	(0%)	
Transfer to reserves	0	0%	
Surplus of deficit at the start of the financial year	(272,828)	(11%)	▼ Permanent Movement of Lease Loan of \$300,000 Liability moved from Non-Current to Current

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

4 CASH AND FINANCIAL ASSETS

CASH AND INVESTMENTS

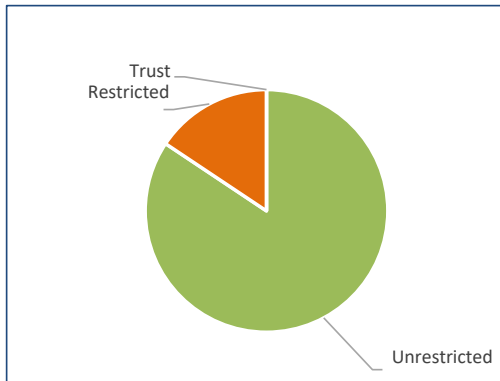
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on hand							
Petty Cash & Floats	400	0	400			0.00%	On Hand
At Call Deposits							
Municipal Funds	452,565	0	452,565		NAB		At Call
Reserve Funds	0	0	0		NAB		At Call
Bonds & Deposits	148,195	0	148,195		NAB		At Call
Term Deposits & Overnight Cash Deposits							
Municipal Funds	9,300,000	0	9,300,000		Treasury	4.05%	Overnight
Reserve Funds	0	1,836,301	1,836,301		Treasury	4.05%	Overnight
Total	9,901,159	1,836,301	11,737,460	0			

KEY INFORMATION

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

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

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



Total Cash	Unrestricted
\$11.74 M	\$9.9 M

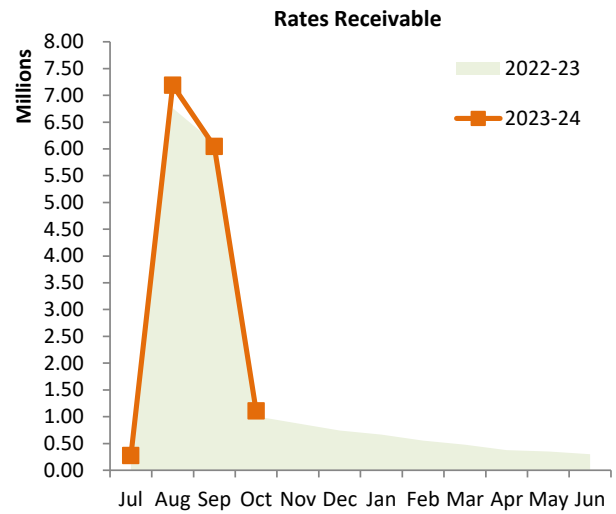
CASH BACKED RESERVES

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant	276,078	11,043	0	50,000	0	(121,343)	0	215,778	276,078
Building	299,278	11,971	0	100,000	0	0	0	411,249	299,278
Community Facility Fund	81,509	3,260	0	10,000	0	0	0	94,769	81,509
Refuse Site	80,345	3,214	0	50,000	0	0	0	133,559	80,345
Aged Housing	212,850	8,514	0	25,000	0	(90,000)	0	156,364	212,850
Swimming Pool	221,471	8,858	0	76,359	0	0	0	306,688	221,471
River Crossing	88,701	3,550	0	0	0	(92,249)	0	2	88,701
Prepaid Conditional Grants	203,985	0	0	0	0	(203,985)	0	0	203,985
Unspent Conditional Grants	7,978	0	0	0	0	(7,978)	0	0	7,978
Public Open Space	318,132	12,725	0	250,000	0	0	0	580,857	318,132
Town Weir Reserve	251,058	10,042	0	200,000	0	0	0	461,100	251,058
	2,041,385	73,177	0	761,359	0	(515,555)	0	2,360,366	2,041,385

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

5 RECEIVABLES

Rates receivable	30 Jun 2023	31 Oct 2023
	\$	\$
Opening arrears previous years	253,668	300,227
RATES - levied this year	5,227,323	6,518,287
RUBBISH - levied this year	253,247	297,568
ESL - levied this year	107,448	117,012
TOTAL levied this year	5,588,018	6,932,867
Less - collections to date	(5,541,459)	(6,077,435)
Equals current outstanding	300,227	1,155,659
Net rates collectable	300,227	1,155,659
% Collected	94.9%	84%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
		\$	\$	\$	\$	\$
Receivables - general	(3,434)	67,018	8,833	42,196	91,283	205,895
Percentage		32.5%	4.3%	20.5%	44.3%	
Balance per trial balance						
Sundry receivable						205,895
GST receivable						67,950
Increase in Allowance for impairment of receivables from contracts with customers						(4,873)
Accrued Income						7,883
Other receivables - employee related provisions						11,661
Total receivables general outstanding						288,516

Amounts shown above include GST (where applicable)

KEY INFORMATION

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

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

Classification and subsequent measurement

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

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.

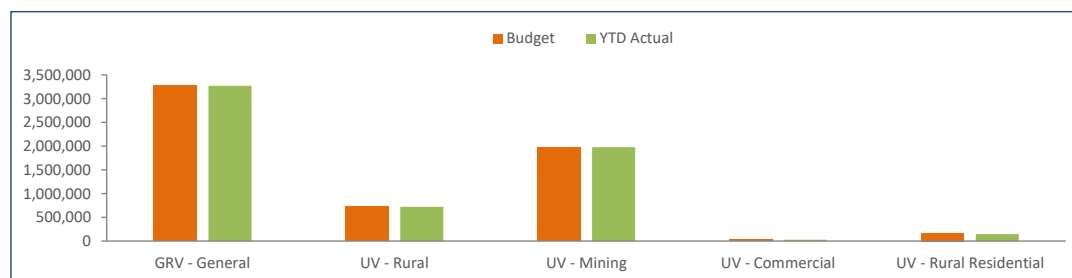
6 RATE REVENUE

RATE REVENUE

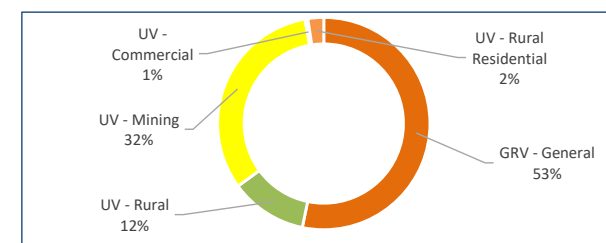
General rate revenue	Budget						YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue \$	Interim Rate \$	Total Revenue \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$
RATE TYPE										
Gross rental value										
GRV - General	0.116774	561	28,017,281	3,271,690	1,000	3,272,690	3,271,690	0	0	3,271,690
Unimproved value										
UV - Rural	0.005205	135	138,105,000	718,837	1,000	719,837	718,837	1,545	0	720,382
UV - Mining	0.031027	128	63,725,776	1,977,220	0	1,977,220	1,977,220	0	0	1,977,220
UV - Commercial	0.021617	2	1,252,000	27,064	0	27,064	27,064	0	0	27,064
UV - Rural Residential	0.009397	127	15,719,000	147,711	20,000	167,711	147,711	0	0	147,711
Sub-Total		953	246,819,057	6,142,522	22,000	6,164,522	6,142,522	1,545	0	6,144,067
Minimum payment	Minimum \$									
Gross rental value										
GRV - General	945	129	239,881	121,905	0	121,905	121,905	0	0	121,905
Unimproved value										
UV - Rural	945	99	13,088,000	93,555	0	93,555	93,555	0	0	93,555
UV - Mining	945	42	193,745	39,690	0	39,690	39,690	0	0	39,690
UV - Commercial	945	0	0	0	0	0	0	0	0	0
UV - Rural Residential	945	126	10,767,500	119,070	0	119,070	119,070	0	0	119,070
Sub-total		396	24,289,126	374,220	0	374,220	374,220	0	0	374,220
Amount from general rates						6,538,742				6,518,287

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
\$6.54 M	\$6.52 M



SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

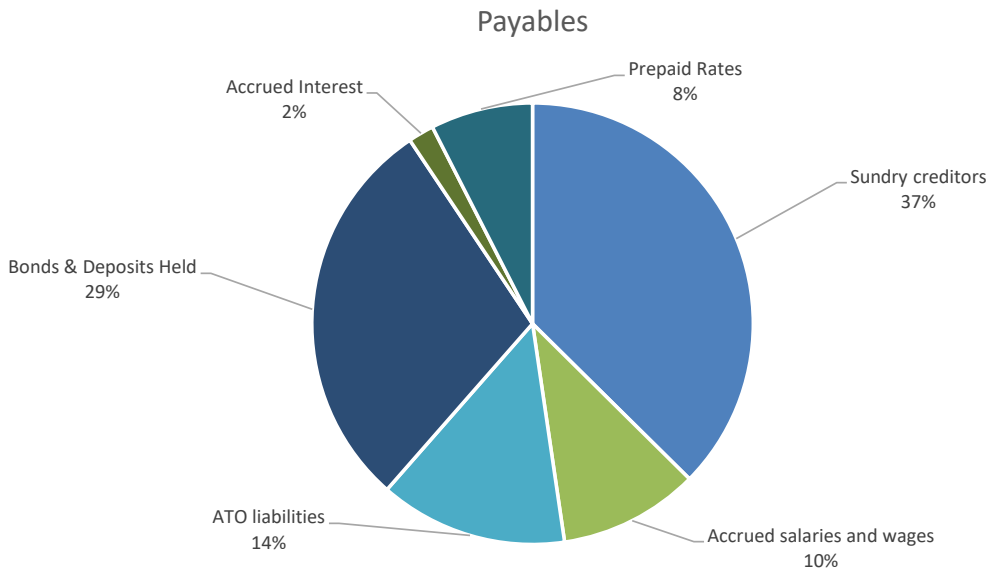
7 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	129,409	63,015	0	0	192,423
Percentage	0%	67.3%	32.7%	0%	0%	
Balance per trial balance						
Sundry creditors						192,423
Accrued salaries and wages						52,827
ATO liabilities						70,918
Bonds & Deposits Held						149,958
Accrued Interest						9,691
Prepaid Rates						38,561
Unclaimed Funds						490
Road Safety Alliance						150,897
Total payables general outstanding						665,765

Amounts shown above include GST (where applicable)

KEY INFORMATION

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

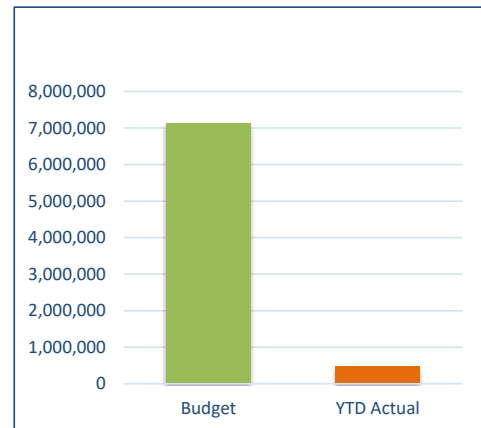


8 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	49,039	10,839	10,985	146
Land and Buildings	919,700	278,680	278,203	(477)
Plant and Equipment	715,270	56,270	55,720	(550)
Road Infrastructure	1,588,689	53,000	52,172	(828)
Footpath Infrastructure	679,414	2,500	2,500	0
Drainage Bridges Culverts	425,000	8,000	8,000	0
Infrastructure - Parks, Gardens, Recreation Facilities	2,742,428	74,000	70,167	(3,833)
Total Capital Acquisitions	7,119,540	483,289	477,747	(5,542)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	3,876,677	0	7,500	7,500
Other (disposals & C/Fwd)	189,000	0	0	0
Cash backed reserves				
Aged Housing	100,000	0	0	0
Contribution - operations	2,953,863	483,289	470,247	(13,042)
Capital funding total	7,119,540	483,289	477,747	(5,542)

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
	\$7.12 M	\$.48 M	7%

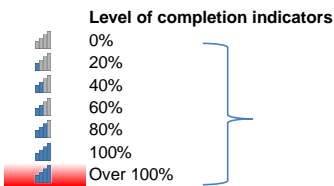
Capital Grants	Annual Budget	YTD Actual	% Received
	\$3.88 M	\$.01 M	0%

8 CAPITAL ACQUISITIONS DETAILED

Capital Disposals

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

Capital Acquisitions



























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

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
IT Equipment	34,200	0	0	0
Councillor Tablets	4,000	0	0	0
CCTV Upgrades	10,839	10,839	10,985	(146)
Total Furniture & Equipment	49,039	10,839	10,985	(146)
Building Asset Renewal Program	120,000	0	0	0
Upgrade to Pavilion to accommodate Gym	239,000	86,000	85,739	261
Crib Room for Deport	150,000	88,680	88,680	0
Recreation Centre - Solar Panels	20,000	2,000	2,050	(50)
Doctors House - Solar Panels	5,000	0	0	0
Foreshore Toilet Block	120,000	0	0	0
Recreation Centre	17,500	0	0	0
Pound Complex	15,000	0	0	0
Depot	18,200	0	0	0
Visitor Centre	25,000	0	0	0
Upgrade Interpretive Centre	100,000	12,000	11,491	509
Land - Eucalypt Street	90,000	90,000	90,242	(242)
Total Land & Buildings	919,700	278,680	278,203	719
4.5 Tonne Tipper	60,000	0	0	0
6 Tonne Truck	270,000	0	0	0
Slip on Unit for Ranger Vehicle	27,270	27,270	27,270	0
Replace Ford Ranger Supercab	42,500	0	0	0
Replace Mitsubishi Pajero Sport	60,000	0	0	0
Dingo Mini Digger	35,000	29,000	28,450	550
Road Broom	62,000	0	0	0
Mitsubishi Fuso Tip Truck	110,000	0	0	0
Portable CCTV Trailer	30,000	0	0	0
Crossman Rd Standpipe	18,500	0	0	0
Total Plant & Equipment	715,270	56,270	55,720	550
RTR - Chalk Brook Road Crossing	161,639	2,000	1,975	25
Linemarking - Forrest Street	7,000	0	0	0
Gravel Sheeting	62,589	1,000	1,006	(6)
RRG - Crossman Rd - Surface treatment & Reseal	328,500	0	0	0
RRG - Harvey Quindanning Rd - improve geometry widen	848,962	50,000	49,192	808
RRG - Lower Hotham Rd - Reseal, shoulders, drainage	179,999	0	0	0
Total Road Infrastructure	1,588,689	53,000	52,172	828

8 CAPITAL ACQUISITIONS DETAILED (CONTINUED)

Capital Acquisitions (continued)

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
 Footpath renewal program	65,000	0	0	0
 Club Drive, Hadea Rd and Adam Street (east side)	104,414	2,500	2,500	0
 Mountain Bike Trail	510,000	0	0	0
Total Footpath Infrastructure	679,414	2,500	2,500	0
 Kerbing - Town Roads	10,000	0	0	0
 Improve Townsite Drainage	200,000	8,000	8,000	0
 Forrest Street Drainage	50,000	0	0	0
 William Street River Crossing	165,000	0	0	0
Total Drainage/Bridges & Culverts	425,000	8,000	8,000	0
 Street Art/Mural Project	35,000	0	0	0
 EV Charging Stations	33,906	0	0	0
 Lighting for Hotham Park	15,000	15,000	12,316	2,684
 Red Hill Reserve	5,203	0	0	0
 Bicycle Racks for Hotham Park	10,000	0	0	0
 Town Street Revitalisation	1,930,272	0	0	0
 Regional Destination Signage	80,000	0	0	0
 Standard Green, Blue & Brown Signage	30,000	2,000	1,763	237
 Community Club - Playground	93,600	0	0	0
 Install Bore at Hotham Park	86,500	14,000	13,830	170
 Resurface Bowling Green	100,947	0	0	0
 Niche Wall	10,000	0	0	0
 Darminning (Ranford Pool)	200,000	0	0	0
 Boddington Sign (Albany Hwy)	35,000	35,000	34,560	440
 Tennis Court - surface rejuvenation	32,000	8,000	7,698	302
 Marradong Fire Brigade	30,000	0	0	0
 Tennis Courts - retaining wall	15,000	0	0	0
Total Other Infrastructure	2,742,428	74,000	70,167	3,833
Grand Total	7,119,540	483,289	477,747	5,784

9 BORROWINGS

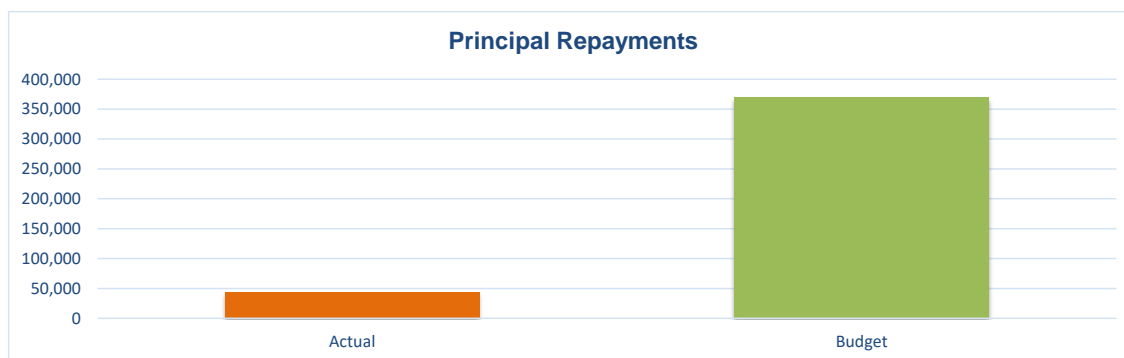
Repayments - borrowings

Information on borrowings Particulars	Loan No.	Interest %	1 July 2023	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	
Governance											
Administration Centre	105	4.01%	148,485	0	0	0	148,485	148,485	0	0	10,206
Education and welfare											
Childcare Centre	100	6.42%	64,728	0	0	9,954	20,228	54,774	44,500	2,078	5,075
Housing											
3 Pecan Place	94	6.45%	147,872	0	0	0	17,321	147,872	130,551	0	10,328
34 Hill Street	97	6.45%	149,962	0	0	0	17,566	149,962	132,396	0	10,474
Recreation and culture											
Recreation Centre	106	3.36%	528,888	0	0	33,824	68,217	495,064	460,671	8,885	19,438
Recreation Centre	107	1.56%	716,140	0	0	0	97,599	716,140	618,541	0	12,298
Total			1,756,075	0	0	43,778	369,416	1,712,297	1,386,659	10,963	67,819
Current borrowings			369,416					325,638			
Non-current borrowings			1,386,659					1,386,659			
			1,756,075					1,712,297			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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



Principal Repayments	\$43,778
Interest Earned	\$31,308
Interest Expense	\$10,963
Reserves Balance	\$2,041,385
Loans Due	\$1,712,297

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2023

10 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue				
	Liability 1 Jul 23	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 23	YTD Budget	Adopted Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants, subsidies and contributions									
General purpose funding									
Federal Grant - General Purpose	0	0	0	0	882	3,526	0	3,526	4,192
Federal Grant - Local Roads				0	3,311	13,243	0	13,243	0
Law, order, public safety									
DFES - Fire Brigade Operating Grant	0	0	0	0	30,596	61,190	0	61,190	30,831
Mitigation Activity Grant	0	0	0	0	6,500	19,500	0	19,500	8,500
DFES - SES Operating Grant	0	0	0	0	15,300	30,600	0	30,600	15,064
Abandoned Vehicles	0	0	0	0	0	500	0	500	576
Education and welfare									
Seniors - Living Stronger/Longer	0	0	0	0	1,332	4,000	0	4,000	3,091
Welfare Grants	0	0	0	0	1,332	4,000	0	4,000	1,000
Recreation and culture									
South 32 - Events Contribution	0	0	0	0	25,000	25,000	0	25,000	25,000
Christmas Celebration	0	0	0	0	0	8,000	0	8,000	0
Mountain Bike Trail Funding	0	0	0	0	0	0	0	0	0
Library Childrens Week Grant	0	0	0	0	0	0	0	0	0
Better Beginnings Grant	0	0	0	0	0	0	0	0	0
Thank a Volunteer	0	0	0	0	1,000	3,000	0	3,000	1,100
Australia Day Grant	0	0	0	0	0	2,500	0	2,500	0
Transport									
Main Roads - Direct Road Grant	0	0	0	0	63,776	63,776	0	63,776	63,776
Road Safety Alliance	0	0	0	0	0	0	0	0	0
Economic services									
Contributions Area Promotion & Tourism	0	0	0	0	332	1,000	0	1,000	0
South 32 Cultural Centre	1,905,059	0	0	1,905,059	0	100,000	0	100,000	0
-	1,905,059	0	0	1,905,059	149,360	339,835	0	339,835	153,130
Non-operating contributions									
General purpose funding									
LRCI - Darminning Pool Upgrades	0	0	0	0	0	170,596	0	170,596	0
LRCI - Main Street Revitalisation	53,482	149,652	0	203,134	0	141,192	0	141,192	0
Recreation and culture									
Community Gym	100,000	0	0	100,000	0	100,000	0	100,000	0
Mountain Bike Funding	0	0	0	0	0	490,000	0	490,000	0
Community Club - Playground	0	0	0	0	0	93,600	0	93,600	0
Bowling Club - Resurface Bowling Green	0	0	0	0	0	54,896	0	54,896	0
Peel Devt. Comm - Rail Trail Grant	13,414	0	0	13,414				0	
Transport									
Footpath Grant	0	0	0	0	0	50,000	0	50,000	7,500
Main Street Revitalisation Project	500,000	0	0	500,000	0	1,703,400	0	1,703,400	0
EV Charging Stations	0	0	0	0	0	17,513	0	17,513	0
Roads to Recovery Funding	0	0	0	0	0	161,639	0	161,639	0
Regional Road Group Funding	112,159	284,000	0	396,159	0	893,841	0	893,841	0
Special Bridge Funding	402,000	0	0	402,000	0	0	0	0	0
	1,181,055	433,652	0	1,614,707	0	3,876,677	0	3,876,677	7,500
TOTALS	3,086,114	433,652	0	3,519,766	149,360	4,216,512	0	4,216,512	160,630

SHIRE OF BODDINGTON
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 FOR THE PERIOD ENDED 31 OCTOBER 2023

11 BUDGET AMENDMENTS

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget adoption		Closing Surplus				0
3146209	Land Acquisition - Eucalypt Street	Res 100/23	Capital Expenses			(90,000)	(90,000)
8011482	Aged Housing Reserve	Res100/23	Capital Revenue		90,000		0
3042100	Legal Expenses	Res 108/23	Operating Expenses			(16,000)	(16,000)
				0	90,000	(106,000)	(16,000)

9.3.3 Lease of 31 Bannister Road Boddington

File Reference: A1495
Applicant: Newmont Boddington Gold
Disclosure of Interest: Nil
Author: Executive Manager Corporate Services
Attachments: 9.3.3A Draft Lease Agreement,

Summary

Council is requested to consider and approve extending the lease of the premises at 31 Bannister Road to Newmont Boddington Gold (NBG).

Background

The Shire has received a formal request from Newmont Boddington Gold to extend their lease at 31 Bannister Road, (Lot 250 on Deposited Plan 62435 Certificate of Title Volume 2729 Folio 179).

NBG have leased the premises since September 2011 and seek to extend this with a further two (2) years with an option of a further one (1) year.

The attached draft commercial lease has been based on the existing lease including:

- The lease fee to remain at \$37,000 per annum (GST Exclusive);
- CPI reviews of the lease fee; and
- A term of two (2) years with an option term of a further one (1) year;

NBG remains responsible for:

- All variable outgoings for utilities such as electricity, sewerage and water;
- All building maintenance and repairs;
- Insuring for accidental loss or damage to the premises and also insure the plate glass in the building.

Comment

The current lease expires on 31 December 2023.

An independent valuation was sought with the report detailing an identical rental valuation to the one assigned in 2020.

8 September 2020	\$30,000 exclusive GST	\$33,000 inclusive GST
3 October 2023	\$30,000 exclusive GST	\$33,000 inclusive GST

It is recommended that the current rental value of \$37,000 remain in place for the next two (2) years with a CPI increase, if the option to extend for a further one (1) year is taken.

Consultation

Newmont Boddington Gold
Acumentis

Strategic Implications

Aspiration	People
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

Legislative Implications

Section 3.58 of the Local Government Act – Disposition of Property

- 2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

- 3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
 - (a) it gives local public notice of the proposed disposition —
 - i. describing the property concerned; and
 - ii. giving details of the proposed disposition; and
 - iii. inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

Policy Implications

Council Policy - Leasing

Financial Implications

The current lease payable is \$37,000 exclusive of GST. It is proposed that there will be no increase.

Economic Implications

Nil

Social Implications

The importance to our community of having a vibrant main street has been raised strongly in discussions and surveys. The continuation of a NBG presence will provide use in what could otherwise be a vacant building in Boddington's main street.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Key risks are damages and public liability claims relating to the land and building.
--------------------------------	--

Risk Rating (prior to treatment or control)	Minor
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	A copy of the insurance is required to be provided as part of the lease agreement. Insurances are to cover accidental loss or damages including the plate glass.

Options

1. Endorse the proposed Lease Agreement.
2. Determine changes are required to the Lease Agreement and defer a decision.
3. Decline to enter into a Lease Agreement with Newmont Boddington Gold.

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

1. Pursuant to section 3.58 of the Local Government Act 1995, agrees to lease 31 Bannister Road, to Boddington to Newmont Boddington Gold Pty Ltd under the following terms:
 - a. the lease period being two (2) year lease, with one (1) x one (1) year option;
 - b. annual lease \$37,000 (exc. GST), for two (2) years;
 - c. lease amount at the commencement of one (1) year option to be calculated at \$37,000 (exc GST), plus movement in the Consumer Price Index;
2. Advertise the proposed lease in accordance with the Local Government Act 1995, inviting public submissions; and
3. Subject to no adverse submissions being received by the due date, authorise the Chief Executive Officer to execute the lease documents.

LEASE

SHIRE OF BODDINGTON

("Landlord")

AND

NEWMONT BODDINGTON GOLD PTY LTD

("Tenant")

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THIS DEED is made _____ 2023

PARTIES:

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

AND

NEWMONT BODDINGTON GOLD PTY LTD (ACN 101 199 731) of Level 5, 500 Hay Street,
Subiaco WA ("Tenant")

RECITALS:

- A. The Landlord is the registered proprietor of the Land.
- B. The Landlord has agreed to lease the Premises to the Tenant and the Tenant has agreed to take a lease of the Premises from the Landlord.

IT IS AGREED:

1. INTERPRETATION

1.1. In this Lease, unless otherwise indicated by the context:

- a) *Authorised Agents* means the Landlord's agents, employees, inspectors, consultant, contractors, or other persons appointed by the Landlord, and whose appointment must be notified to the Tenant, generally to perform a specific function to the Premises or the Land;
- b) *Building* means the building or structure from time to time constructed on the land including alterations, additions, or changes made after the Commencement Date and also includes the fixtures, fittings, plant and equipment on the Land, Car Parks, and Common Areas;
- c) *Building Rules* means the rules issued from time to time by the Landlord relating to the operation, promotion, and development of the Building;
- d) *Business Day* means a day that is not a Saturday, Sunday, public holiday, or bank holiday in Perth;
- e) *Commercial Tenancy Act* means the Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA) as amended and varied from time to time;
- f) *Commencement Date* means the date of commencement of the Lease as determined in accordance with Clause 3;
- g) *Communication Device* means, but is not limited to, television or radio mast or antenna, loudspeaker and any other means of receiving or sending of any kind of communication;
- h) *CPI* means the Consumer Price Index All Groups for Perth as published from time to time by the Australian Bureau of Statistics;
- i) *Encumbrances* means all easements, restrictive covenants, writs, warrants and other instruments noted on the certificate of title of the Land;
- j) *Expiry Date* means the date specified in schedule 1;

- k) *Goods and Services Tax* and *GST* has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- l) *Gross Lettable Area* means the area in square metres, measured in accordance with the method of measurement recommended by the Property Council of Australia from time to time for measuring shops;
- m) *Land* means the land specified in Schedule 1 and all the buildings, structures, improvements and fittings on that land;
- n) *Lease* means this lease of the Premises;
- o) *Lease Year* means each consecutive year commencing on the first (1) day of January and terminating on the thirty first (31) day of December of the same year, or part thereof;
- p) *Local or Public Authority* means any State and Federal Government body, department, agency and instrumentally, Local Government or Council and every and any other board, person, authority whatsoever now or hereafter exercising legislative authority, control, power or jurisdiction over the Premises or any business carried on at the Premises;
- q) *Market Value* means the best annual rent that can be reasonably obtained for the Premises in a free and open market and on the basis of the Premises being available for leasing with vacant possession by a willing Landlord to a willing Tenant for a period equal to the Term and:
 - i. Assuming that the Premises are available for leasing for a period of time equal to the Term and disregarding the fact that a the relevant Rent Review Date part of the time will have elapsed,
 - ii. On the terms and conditions and for the Permitted Use contained in this Lease but having regard to any other use to which the Premises may be lawfully put,
 - iii. Assuming that all of the covenants and obligations on the part of the Tenant and the Landlord contained in this Lease have been fully performed and observed at the relevant Rent Review Date,
 - iv. Having regard to the current and market rental values of comparable premises of a similar size and location to the Premises,
 - v. Making no reduction on account of any period of rent abatement financial contribution rent free concessions or any reduction otherwise required to secure a new tenant of the Premises or any actual period of rent abatement reduction or concession granted to the Tenant to secure the tenancy the subject of this Lease;
 - vi. If at the relevant Rent Review Date the Premises have been wholly or partially damaged or destroyed assuming that the Premises have been reinstated pursuant to this Lease;

But disregarding:

- vii. Any increase or decrease in the value of the Premises as lettable premises by reason of the occupancy or use of the same by the Tenant or any sub-tenant, assignee or transferee of the Tenant or any other person deriving an interest in the Premises through the tenant;
- viii. Any value attaching to goodwill created by the Tenant's occupation of the Premises or to any licence or permit belonging to the Tenant in respect of the business carried on by the Tenant at the Premises;

- ix. Any deleterious condition of the Premises if the condition results from any work carried out on the Premises by the Tenant or by any breach of any term of this Lease by the Tenant; and
 - x. How Tenant's trade fixtures and fittings and any improvements racking of installations erected or reinstalled at the Tenant's expense and which the Tenant is permitted to remove at the expiration of this Lease but taking into account permanent structural improvements installed at the Tenant's expense and which the Tenant may not remove at the expiration of this Lease
- r) *Month* means calendar month;
 - s) *Nuisance* means any conduct of any kind or matter or thing that is, or may be deemed to be, a nuisance by the common law, or by any Local or Public Authority or person or within the meaning of any State or Federal Legislation or any Regulations or By-Laws now or hereafter in force in connection with occupation of the Premises or any business carried on, in, or around the Premises;
 - t) *Option Renewal Period* means the period for exercise of the option to renew specified in Schedule 1;
 - u) *Option Term* means the term specified in Schedule 1;
 - v) *Permitted Use* means the uses specified in Schedule 1;
 - w) *Person* includes natural persons and incorporated and unincorporated associations;
 - x) *Premises* means all of the Land including the Building;
 - y) *Previous Lease* means the lease agreement between the Landlord and the Tenant for the Premises dated 17 December 2020;
 - z) *Rent* means the annual amount payable as specified in Schedule 1 and as subsequent reviewed and varied in accordance with the terms of this Lease;
 - aa) *Rent Review Date* means the dates specified in Schedule 1;
 - bb) *Schedule* means the schedule to this Lease;
 - cc) *Sign* means any form of notice, advertising, decoration or any other form of visual communication or combination of visual and audio communication, or any size or constructed, comprised, manufactured, or fabricated from any material;
 - dd) *Structural Damage* means any damage to or deterioration of the load bearing components of the Building;
 - ee) *Tenant's Proportion* means the proportion expressed as a percentage which is the same as the proportion, expressed as a percentage that the Gross Lettable Area of the Premises (which is presumed to be the area stated in Schedule 1, unless shown otherwise) bears to the Gross Lettable Area of the Land including the Building at the commencement of the relevant Lease Year;
 - ff) *Term* means the term of this Lease, from the Commencement Date to the Expiry Date, unless terminated earlier in accordance with this Lease;
 - gg) *Valuer* means a licensed valuer with not less than five (5) years' experience in valuing commercial and retail properties who is a member of the Australian Property Institute (Inc.) (Western Australian Division);

hh) *Variable Outgoings* means all the costs, fees, charges, and expenses whatsoever incurred or payable by the Landlord for or in respect of the Premises and the Land including the Building in connection with:

- i. The removal of all waste and other rubbish, debris and sullage;
- ii. The supply of light, power, and gas;
- iii. Insurances obtained by the Landlord;
- iv. Cleaning;
- v. Painting;
- vi. The maintenance, operation, inspection, replacement, servicing and upkeep of and repairs to the Land including the Building and Common Areas;
- vii. Gardening and landscaping;
- viii. Provision of sanitary services, toilet requisites, emergency valuation exercise and safety audits, security services and patrols and equipment
- ix. Managing agents fees and expenses;
- x. Pest, weed, and vermin control; and
- xi. All rates, taxes, charges, assessments, impositions, duties, penalties, interest and fees whatsoever assigned, charge, or imposed on the Land, including the Building or Premises or any part thereof or on the owner or occupier thereof including (without limitation) municipal rates, emergency services levy, water sewerage and drainage rates, water consumption, sewer volume charges, land tax and metropolitan region improvement tax on a single ownership basis.

1.2. In this Lease, unless otherwise indicated by the context:

- a) Words importing the singular include the plural and vice versa;
- b) Headings are for convenience only and do not affect interpretation of this Deed;
- c) A reference to a clause, paragraph, or schedule is a reference to a clause, paragraph, or schedule of this Deed;
- d) Where any word or phrase is given a definite meaning in this Lease, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- e) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- f) A reference to a statute provision or regulation includes all amendments, consolidations or replacement thereof;
- g) A reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- h) A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- i) A reference to a body, whether statutory or not, that ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. LEASE

- 2.1. The Landlord grants and the Tenant accepts a lease of the Premises for the Term subject to the payment of the Rent and the due performance of the covenants in this Lease, and subject to the Encumbrances and reservations in this Lease.

3. COMMENCEMENT OF LEASE

- 3.1. The Commencement Date of the Lease shall be the date stated as the Commencement Date in Schedule 1.
- 3.2. The Landlord and the Tenant shall be bound by the covenants and conditions contained in this Lease on and from the Commencement Date.

4. RENT AND RENT REVIEWS

- 4.1. The Tenant shall, without demand and free from any deductions, set off or abatement, pay the rent in advance by annual instalments within 14 days of the anniversary of the Commencement Date during the Term to the Landlord or its Authorised Agent.
- 4.2. One each Rent Review Date the rent payable from the Rent Review Date onwards shall be calculated according to the method specified in Schedule 1 and defined as follows:

- 4.2.1. CPI: According to the following formula:

$$R + p \times \frac{CN}{CO}$$

Where:

R = the new amount of rent payable.

P = the rent payable immediately prior to the Rent Review Date

CN = the CPI for the quarter ending immediately prior to the current Rent Review Date

CO = the CPI for the quarter ending immediately prior to the previous Rent Review Date, or in the case of the first Rent Review Date, the CPI of the quarter immediately prior to the Commencement Date

- 4.3. The Landlord may, at least 60 days before or after a Rent Review Date, notify the Tenant in writing of the rent payable from that Rent Review Date, and the details of the manner by which it was calculated and the Tenant shall pay the amount of rent so notified from the Rent Review Date. The Tenant shall pay on demand any shortfall between the rent so notified and the actual rent paid since the Rent Review Date.
- 4.4. Where Schedule 1 specified CPI on a Rent Review Date, if the CPI is discontinued for any reason or no longer published, the Landlord may substitute any other index that as nearly as practicable serves the same purpose as the CPI, and if there is no suitable equivalent for the CPI, the rent shall be calculated according to Market Value. The rent payable immediately after the Rent Review Date shall not be less than the rent payable immediately prior to the Rent Review Date.

- 4.5. Where Schedule 1 specifies Market Value on a Rent Review Date;
- 4.5.1. The rent payable immediately after the Rent Review Date shall not be less than the rent payable immediately prior to the Rent Review Date.
 - 4.5.2. If the Tenant disputes the Market Value as notified by the Landlord under clause 4.3, the Tenant shall within 28 days thereof request a Valuer to determine the Market Value of the rent. Time is of the essence in this clause and if the Tenant fails to notify within this time then the Tenant is deemed to agree with the information notified in clause 4.3.
 - 4.5.3. The Valuer may be appointed by agreement, or failing agreement, either party may request that the President of the Australian Property Institute to appoint a Valuer to determine the Market Value and the Valuer so appointed shall be deemed to be agreed to by each of the parties.
 - 4.5.4. The Landlord and the Tenant shall each pay half of the Valuer's fees and costs.
 - 4.5.5. The Landlord and Tenant may each make a written submission to the Valuer, within 28 business days of notice of the Valuer's appointment, unless otherwise agreed by the Valuer.
 - 4.5.6. The Valuer shall act as an expert and not an arbitrator, and shall provide reasons for the decision, but the decision shall be final and binding on the Landlord and Tenant and no appeal shall arise there from.
 - 4.5.7. The Market Value determined by the Valuer shall be the rent payable by the Tenant from that Rent Review Date. Pending the Valuer's determination of Market Value, the Tenant shall pay the rent payable immediately prior to the Rent Review Date and, following the Valuer's determination, shall pay any shortfall in rent on demand.

5. VARIABLE OUTGOINGS

- 5.1. The Tenant shall pay the Tenant's proportion of the Variable Outgoings in accordance with this clause.
- 5.2. As soon as is practicable after 30 June in each Lease Year, the Landlord or its Authorised Agent shall notify the Tenant in writing of the estimated amount of the Tenant's proportion of the Variable Outgoings for the following Lease Year (or the current Lease Year as the case may require) payable by the Tenant.
- 5.3. The Landlord or its Authorised Agent may at any time by written notice to the Tenant amend the estimated amount of Variable Outgoings payable by the Tenant (either by increase or decrease) and the Tenant shall pay the amended amount from the date specified in the notice.
- 5.4. The Tenant shall pay to the Landlord or its Authorised Agent on account of the Tenant's proportion of the Variable Outgoings without deduction or set off either:
 - a) Within twenty eight (28) days of the Landlord rendering an invoice therefore; or, at the Landlord's option:
 - b) The amount estimated by the Landlord to be the Tenant's proportion for that Lease Year by six (6) calendar monthly instalments in advance on the first day of the first six (6) calendar months during the Lease Year, within seven (7) days of the Landlord rendering an invoice therefore.

- 5.5. As soon as possible after 30 June in each Lease Year, the Landlord or the Landlord's Authorised Agent or Representative shall notify the Tenant in writing of the aggregate amount of the Variable Outgoings for the Lease Year and the Tenant's proportion, and if:
- a) The amount is greater than the amount paid on account of the Variable Outgoings by the Tenant under this clause, the difference shall be paid by the Tenant to the Landlord within fourteen (14) days or receipt of the notice; or
 - b) The amount is less than the amount paid by the Tenant, the Tenant shall be credited with the difference and may deduct the same from the next ensuing payment/s of the Variable Outgoings; or
 - c) The term has then expired or otherwise been determined and no amount whatsoever remains outstanding by the Tenant to the Landlord then any credit shall be paid by the Landlord to the Tenant with interest at the prescribed rate.
- 5.6. Any determination by the Landlord of an amount to be paid by the Tenant in respect of Variable Outgoings is final and binding on the Tenant, subject to clause 5.3.

6. TENANTS COVENANTS

6.1. Services, Utilities and Facilities

- 6.1.1. The Tenant shall pay all charges and meter rentals in respect of all services, utilities and facilities including, but not limited to, electricity, gas, telephone, telecommunications, fuel, and water consumed in relation to the Premises to the provider thereof, or, if required by the Landlord, to the Landlord or its Authorised Agent on or before the date specified for payment by the provider thereof.
- 6.1.2. The Tenant shall pay on demand to the Landlord or its Authorised Agent the cost of providing any service, utility, or facility or any item included in the Variable Outgoings (and including air conditioning) which has been increased beyond the usual or anticipated cost thereof by reason of any increased, varied or particular use of the Premises by the Tenant.
- 6.1.3. If the Premises are not separately metered for any time during the Term of the Lease, the Landlord may, in its absolute discretion, determine the amount of charges to be paid by the Tenant by reference to:
- (a) The Tenant proportion;
 - (b) Any particular use of the Premises; and
 - (c) Any additional hours of use of the Premises beyond the normal business hours or opening days.

6.2. Use of Premises

- 6.2.1. The Tenant shall use the Premises for the Permitted Use and shall not, without the prior written permission of the Landlord:
- (a) Use the Premises for conducting any business other than that which conforms with the Permitted Use;
 - (b) Use or permit the Premises to be used for any unlawful, immoral, noxious, noisy, or offensive trade, business or other purpose;
 - (c) Use or permit the Premises to be used for any residential purpose;

- (d) Do, or permit to be done, in or around the Premises anything which may be a nuisance, grievance, disturbance, or annoyance to the Landlord or any other Tenant of the Premises or any other person in the vicinity of the Premises;
 - (e) Use or permit the Premises to be used for the purpose of an auction or any other form of sale purporting to be in connection with or arising from or consequential of the closure, cessation or termination, or temporary closure of the business.
- 6.2.2. The Tenant acknowledges that the Landlord does not warrant that the Premises are suitable for the Permitted use.
- 6.3. Tenant to observe all laws and obtain approvals.
- 6.3.1. The Tenant shall, before the Commencement Date, obtain from any Local or Public Authority any approvals, permits, consents and licences required by law to carry on the Tenant's business from the Premises.
 - 6.3.2. The Tenant shall promptly and duly comply with the provisions of any statutes, regulations, by-laws and orders, and any other applicable laws of any Local or Public Authority and the Building Rules.
 - 6.3.3. The Tenant shall not do or so permit to be done anything in relation to the Premises in breach of any applicable town planning scheme or zoning.
 - 6.3.4. The Tenant shall provide the Landlord with any notice in relation to the Premises or part thereof of its use or occupation that the Tenant receives from a court of Local or Public Authority.
- 6.4. Tenant's Duty to Maintain and Repair
- 6.4.1. The Tenant shall, at its own expense, maintain the Premises in good order and condition, but is only liable for Structural Damage to the extent caused by the Tenant. For the sake of clarity and to avoid ambiguity, but without in any way limiting this clause, the Tenant shall maintain all of the following parts of the Premises:
 - (a) The exterior and interior entrances to the Premises;
 - (b) All plate glass on the Premises; and
 - (c) All car parks and driveways on the Premises;
 - (d) All windows, partitions, fixture, fitting and furnishing on or attached to the Premises;
 - (e) All plant and equipment on the Premises or under the control of the Tenant by virtue of this Lease;
 - (f) All electrical light fittings, light bulbs, globes and fluorescent tubes which may become broken or otherwise damaged or which fail to function; and
 - (g) All doors and locks of the Premises.
 - 6.4.2. The Tenant shall at its own expense replace or reinstate any part required to be repaired by this clause if that part becomes stolen, broken, worn, obsolete, lost or destroyed.
 - 6.4.3. The Tenant shall at its own expense repair or make good any damage to the Premises or any fixtures or fittings, furnishings, plant and equipment associated with the Premises, whether the damage was directly or indirectly caused by the want of care, negligence, misuse or abuse by the

Tenant, its employees or visitors, or from any breach of the Tenant covenant's under this Lease.

- 6.4.4. In addition to and without in any way limiting any other provision of this Lease, the Tenant shall meticulously maintain the shop front of the Premises in excellent condition free from marks and damage, clean, well lit and fully functional.

6.5. Communication Devices and Signs

- 6.5.1. The Tenant shall not, without the prior written consent of the Landlord, place or affix any Communication Device or sign in or on any part of the Premises where that Communication Device or Sign may be visible from the outside of the Premises.
- 6.5.2. The Tenant shall ensure at its own cost that any Communication Device or Sign that is placed on or fixed to the Premises or Land is in good repair and conditional at all times.
- 6.5.3. The Tenant shall ensure at its own cost that all Communication Devices and Signs that are place in or on any part of the Premises or Land, whether visible or audible from the exterior of the Premises or not, comply in all respects with all statutes, regulations, by-laws and orders, and any other applicable laws.

6.6. Restrictions on Equipment

- 6.6.1. The Tenant shall not, without the prior written consent of the Landlord, bring onto the Premises any machinery, plant or equipment which exceeds the maximum floor loading weights specified from time to time by the Landlord or its Authorised agent, or will or is likely to cause any Structural Damage or any other damage to the walls, floors, windows, ceilings, pillars, stairs, lifts, or any other part of the Premises or Land.

6.7. Sanitary Appliances

- 6.7.1. The Tenant shall regularly clean and maintain and clear any blockages from the toilets, sinks, and drains and other plumbing facilities in or on the Premises and shall not use or permit other to use the same for any purpose other than that for which they were respectively designed and provided.

6.8. Cleaning and Pest Control

- 6.8.1. The Tenant shall, at its own expense, keep the Premises and its entrances and surrounds clean, neat, and tidy.
- 6.8.2. The Tenant shall not discard or leave rubbish or any kind, including but not limited to papers, boxes, and waste products, around the entrances and surrounds to the Premises or permit any such rubbish to accumulate around the entrances and surrounds to the Premises, except on the days and hours prescribed by the Landlord (if any).
- 6.8.3. The Tenant shall keep the Premises free and clear of all rodents, vermin, insects, birds, and other pests and animals.
- 6.8.4. If the Tenant fails to keep the Premises free of all pests and vermin, the Landlord may as often as it deems necessary and at the expense of the Tenant engage pest exterminators to carry out the necessary work.
- 6.8.5. The Tenant shall remove from the Premises all wet refuse and food waste on a daily basis.

6.9. Painting

6.9.1. The Tenant shall:

- (a) Keep the paint work of the Premises in good order and condition at all times; and
- (b) In the final two (2) months of its tenancy, regardless of how this Lease terminates, repaint all parts of the Premises with a minimum of two (2) coats of good quality paint in a colour to be specified by the Landlord and to the Landlord's satisfaction.

6.9.2. Where the Tenant paints the Premises, the Tenant shall use good quality and suitable materials and obtain the prior written consent of the Landlord for colours and designs, and perform the work in a good and tradesman-like manner.

6.9.3. If the Tenant fails to keep the paintwork in good condition as required under this Lease or fails to re-paint in accordance with this Lease, the Landlord may at its discretion and at the Tenant's expense, engage suitably qualified persons to do the necessary work.

6.10. Floor Coverings

6.10.1. The Tenant shall at its own expense:

- (a) Keep and maintain in good clean and substantial repair and condition any floor coverings provided or installed by the Landlord; and
- (b) Protect the floor coverings from excessive wear and tear by providing any protective devices that the Landlord may from time to time reasonably require.

6.11. Alterations and Additions

6.11.1. The Tenant shall not, without the prior written consent of the Landlord:

- (a) Make or permit any alterations or additions to the construction or arrangement of the Premises, including any changes to the roofs, doors, walls, internal partitions, or other fixtures or fittings of the Premises;
- (b) Erect any internal partitions or other fixtures or fittings to the Premises or Land; or
- (c) Place or attach any awning, canopy, or similar fitting or fixture to the Premises or Land so that it is visible from any place outside the Premises.

6.11.2. Where the Landlord gives written permission for any alterations or additions, the work shall be:

- (a) Carried out by competent tradesmen or contractors approved by the Landlord; and
- (b) In accordance with the plans, specifications, schedules, quality new materials and finishes approved by the Landlord.

6.11.3. The Tenant shall bear the cost of any approved alterations or additions including but not limited to the cost of all labour, materials and alterations and adjustments to the plumbing, electrical system, air conditioning, telephones, and other installations and services that may be affected by the work in relation the alterations or additions.

6.11.4. The Tenant indemnifies the Landlord against any loss, claim, damage or expense occurring or arising directly or indirectly to the Premises, the Land or any person as a consequence of any alterations or additions of the kind contemplated by clause 6.11.1 by the Tenant.

6.11.5. If the Tenant has as its own expense made alterations or additions to the Premises or the Land, the Tenant will not be required to restore the Premises and the Land to the original condition and layout as existed prior to any alterations or additions by the Tenant, and the Landlord may at its sole discretion, retain any fixtures or fittings that the Tenant has installed or constructed onto the Premises or Land at the expiration or sooner termination of this Lease.

6.12. Air Conditioning

6.12.1. Where an air conditioning unit is provided, installed or operating at the Premises (whether provided, installed or operating by the Landlord, the Tenant, or some other person) the Tenant shall:

- (a) Maintain the air conditioning unit in good order and condition;
- (b) At all times comply with and observe the reasonable requirements of the Landlord in relation to the air conditioning unit and shall not do or suffer to be done anything in relation to the same or otherwise which might interfere with or impair the efficient operation of the air conditioning unit;
- (c) Not cover or obstruct any ducts, inlets, or outlets of the air conditioning unit;
- (d) Permit the Landlord and its Authorised Agents to enter into the Premises and remain on the Premises for so long as is necessary to repair, maintain, or examine all or any of the air conditioning units; and
- (e) Keep and maintain written records of the air conditioning units including dates and details of servicing and repair of the air conditioning units.

6.13. Obstruction of Driveways and Footpaths

6.13.1. The Tenant shall not obstruct or cause to be obstructed any of the entrances, exits, and driveways to the car parking area.

6.13.2. The Tenant shall use its best endeavours to prohibit and prevent its suppliers from driving, parking or stopping delivery vehicles in any other area on the Land including the Building other than in such places as the Landlord specifically allows in a written notice to the Tenant.

6.14. Security

6.14.1. The Tenant shall:

- (a) Secure the Premises and any property contained in or on the Premises, including but not limited to keeping all doors and windows and other openings to the Premises securely fastened when the Premises are not in use;
- (b) Immediately notify the Landlord of any demand or bomb threat received by the Tenant or its employees or agents, where the demand or threat relates to the safety of any persons on the Premises or the Land; and
- (c) Obey and use its best endeavours to cause its employees or visitors to obey any direction given by the Landlord or its Authorised

Agents or Representatives in respect of the control of any persons on the Premises or Land or the evacuation or close of any part of the Premises or Land in the event of a safety or security threat.

6.15. Assignment and Subletting

6.15.1. The Tenant shall not assign, sublease, transfer or in another other way part with possession of the Premises or any part of the Premises, or any beneficial interest or estate in the Premises or part thereof, without the prior written consent of the Landlord.

6.15.2. The Landlord shall not unreasonably withhold its consent to such assignment, sublease or other transfer provided that:

- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or sub-tenant is a respectable, competent, appropriately experienced, responsible and solvent person with adequate financial capacity to comply with this Lease;
- (b) The Premises are suitable for the business proposed to be conducted on the Premises by the proposed assignee;
- (c) All rent, variable outgoings and other money (including interest) due and payable to the Landlord under this Lease has been paid;
- (d) At the time the consent is sought, or on the date on which the assignment or sublease is to take effect, there is no subsisting breach of any of the Tenant's covenants;
- (e) In the case of an assignment the Assignee executes a Deed of Assignment in a form acceptable to the Landlord whereby the Assignee undertakes to observe all of the Tenant's covenants under this Lease;
- (f) The Tenant pays all reasonable costs incurred by the Landlord in respect of the assignment and Deed of Assignment, including but not limited to duty, legal costs, and managing agent's costs and fees;
- (g) Where the proposed assignee or sub-tenant is a Corporation, the Directors of that Corporation execute a Deed of Guarantee and Indemnity in favour of the Landlord, and in which the Directors guarantee the payment of all rent and the observance of performance of all other Tenants covenants under this Lease and or a Bank Guarantee on the usual terms and conditions and to the Landlord's full satisfaction; and
- (h) The Tenant, at its own expense, withdraws any Caveat it may have lodged in respect of the Land or any part thereof.

6.15.3. Sections 80 and 82 of the Property Law Act 1969 (WA) do not apply to this Lease.

6.16. Caveats

6.16.1. The Tenant shall not at any time during the term of this Lease lodge an absolute caveat over the Land or any part thereof.

6.16.2. At the expiration or sooner determination of this Lease, or on request of the Landlord, the Tenant shall at its own expense do all things necessary to withdraw or enable the withdrawal of any caveat the Tenant has lodged over the land or part thereof.

6.16.3. In the event that the Tenant lodges any caveat over the Land or part thereof and fails to lodge a valid application to withdraw that caveat by the

date on which this Lease terminates for any reason, and in consideration of the Landlord granting this Lease, the Tenant irrevocably appoints the Landlord as the agent and attorney of the Tenant to sign and lodge any withdrawal of any such caveat lodged by the Tenant over the Land or part thereof.

6.16.4. The Tenant indemnifies the Landlord against any loss, claim, damage, or expense incurred by the Landlord by any reason or breach of this Clause, and shall pay on demand such amount.

6.17. Yield Up

6.17.1. At the expiration or sooner termination of this Lease, the Tenant shall:

- (a) Yield up and deliver possession of the Premises to the Landlord;
- (b) Deliver to the Landlord any keys, identity cards, security combination codes and all other devices necessary for the Landlord or its Authorised Agent to enter the Premises and all other areas of the Land;
- (c) Deliver copies of all written records of any air conditioning units, including proof of regular service and repair and that the air conditioning units are currently in good order and condition; and
- (d) Remove all fittings and fixtures that it is required or entitled to under this Lease, subject to the Landlord's rights under this Lease.

6.17.2. The Tenant shall yield and deliver up the Premises in substantially good repair, cleanliness and condition with all floor and wall surfaces smooth, unbroken, clean and free of paste and glue suitable for immediate occupation by a future tenant.

6.17.3. Where the Tenant fails to perform any of its obligations in respect of vacating the Premises, the Landlord may, at the Tenant's expense, repair, restore, clean or otherwise make good the Tenant's breaches.

6.17.4. Where the removal of fixtures, fittings and other items causes any damage of any kind to the Premises or Land, the Tenant shall at its own expense repair or otherwise make good any such damage.

6.17.5. Any fixtures, fittings, or other items that are not removed from the Premises or Land after the date on which this Lease expires (or after a reasonable time in the event that clause 9.1 applies) or by sooner determination be deemed to have been abandoned and may at the Landlords election thereafter become the property of the Landlord.

6.17.6. If the Landlord elects not to claim property in any fixtures, fittings, or other items, the Landlord may at its discretion sell by auction, or deposit in a public warehouse or other place or dispose of any of the fixtures, fittings, or other items remaining on the Premises of Land after the termination of this Lease, and the Tenant shall be liable for all costs incurred by the Landlord.

6.17.7. Where the Landlord elects to acquire such items, the Tenant shall not make any claim in detinue, trespass to goods, conversion or any other case of action against the Landlord, and the Tenant indemnifies the Landlord against any claim in detinue, trespass to goods, conversion or any other cause of action by a third party.

6.18. Insurance

- 6.18.1. The Tenant shall at its own expense throughout the Term take out and maintain the following insurance on terms and with an insurer acceptable to the Landlord, in the name of the Tenant, the Landlord and if required by the Landlord any mortgagee of the Landlord, for their respective rights and interest:
- (a) Public Liability of not less than ten million dollars (\$10,000,000) any one event or any other sum which the Landlord may from time to time specify in respect of any one event. The policy of insurance shall cover all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (where so ever occurring) arising from or out of any event at or in the vicinity of the Premises or any part thereof or occasioned wholly or in part by any act, neglect, default or omission by the Tenant or by the Tenant's employees or visitors;
 - (b) Loss of or damage to the Tenant's fixtures, fittings, plant and equipment and stock in the Premises to the full insurable value thereof;
 - (c) Workers compensation and employer's indemnity insurance in respect of the Tenant's employees; and
 - (d) Damage or destruction of any plate glass in the Premises to the full insurable value thereof.
- 6.18.2. The Tenant shall within seven (7) days of written request by the Landlord, provide the Landlord with a copy of any certificate of currency of insurance policy taken out by the Tenant.
- 6.18.3. If the Tenant fails to take out and maintain the insurances in accordance with this Clause, the Landlord may take out and maintain such insurance and the Tenant shall pay the cost thereof on demand.
- 6.18.4. All moneys received by the Tenant in respect of any insurance under this Clause shall be forthwith used by the Tenant in the satisfaction, reinstatement or replacement of the items for which the moneys were received to the extent that those moneys are sufficient for the purpose and the Tenant shall make up any deficiency at its own expense.
- 6.18.5. The Tenant shall:
- (a) Pay all premiums in respect of the policies to be obtained and maintained by the Tenant under this clause, not later than the date for the payment specified in the first premium notices or demands received in respect of each insurance policy; and
 - (b) Produce on demand by the Landlord any evidence of the policies and of the renewal notices thereof which the Landlord may from time to time require.
- 6.18.6. The Tenant may not at any time during the Term do, permit or suffer to be done any act, matter or thing upon the Premises or in the vicinity of the Premises whereby any insurances in respect of the Premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased. If the Tenant does or permits to be done any act, matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Landlord or the Tenant may suffer or incur as a result thereof.

6.18.7. The Tenant shall not bring onto or keep or permit to be brought onto or kept in or about the Premises any article, thing or substance of dangerous, hazardous or inflammable nature; or permit any conduct in or about the Premises which does or could increase the rate of any premium payable in respect of any policy of insurance in relation to the Premises.

6.19. Costs and Interest

6.19.1. The Tenant shall pay on demand to the Landlord all costs, fees, charges and expenses reasonably incurred by the Landlord as a result of, or attributable to, any breach by the Tenant of any of its obligations under this Lease, including the costs of a notice under Section 81 of the Property Law Act 1969 requiring the Tenant to remedy any breach of any of the Tenant's covenant, the costs and fees of the Landlord's managing agent, real estate agent and consultants for time spent reporting to or advising the Landlord or instructing and liaising with the Landlord's lawyers or otherwise arising out of any actual breach of this Lease by the Tenant and the Landlord's lawyers costs on a full indemnity basis.

6.19.2. The Tenant shall pay on demand to the Landlord interest at the Prescribed Rate on all Rent, Variable Outgoings and any other moneys of whatever nature payable by the Tenant to the Landlord under this Lease but unpaid for more than thirty (30) days from the respective due date computed on a daily bases on the amount from time to time remaining owing form and including the due date until the date of payment.

6.20. Indemnities

6.20.1. Without in any way limiting any other provision of this Lease, the Tenant indemnifies the Landlord against all losses, claims, damages, and expenses incurred by the Landlord in relation to or arising out of any breach by the Tenant of its obligations under this Lease, or arising out of or in any way connected to any death, personal injury, or property damage to the extent caused by a negligent act or failure to act by the Tenant, or because the Tenant's use of the Premises , except to the extent that any claims, costs, or expenses are caused by the Landlord's negligence, the Landlord's acts or omission or breach of Landlord's obligations or covenants under this Lease.

7. LANDLORDS COVENANTS AND POWERS

7.1. The Landlord, with the intention to bind the registered proprietor from time to time of the Land (if different from the Landlord) covenants with the Tenant what where the Tenant duly performs and observes its obligations under this Lease, the Tenant shall peaceably and quietly hold and enjoy the Premises during the Term without interruption by the Landlord or any person rightfully claiming through, under, or in trust for the Landlord otherwise than as expressly provided for in this Lease. The obligations and covenants of the Landlord in this Lease bind the Landlord only so long as it is the registered proprietor of the Land.

7.2. The Landlord and its Authorised Agents may, whenever it considers necessary to enter the Premises for the purpose of inspecting, maintaining, replacing, repairing, servicing, altering or adding to the Premises and remain on the Premises to the extent necessary, after giving reasonable prior written notice of at least two (2) business days, and where the Landlord has entered in accordance with this clause, its Authorised Agents may bring onto the Premises all necessary materials, plant

and equipment for the purposes of performing the work referred to, and may make use of all facilities in or on the Premises, including but not limited to electrical and water supplies, vents, ducts, lights and pipes, but must pay the reasonable cost thereof and must endeavour to cause the minimum inconvenience to the Tenant as is possible in the circumstances. The Tenant shall have no right to any abatement of rent or compensation of damages in respect of the Landlord exercising its right under this clause.

- 7.3. During the last three (3) months of the Term of any Option Term or period of monthly tenancy, the Landlord may enter the Premises with its Authorised Agent and any prospective Tenant, on giving one (1) business days' notice to the Tenant, for the purpose of inspecting the Premises and may erect signage upon or nearby to the Premises.

8. BREACH, DEFAULT AND DAMAGES

- 8.1. The Landlord may terminate this Lease if:

- (a) The rent or the variable outgoings are unpaid for a period of fourteen (14) days after they are due;
- (b) The Tenant is in breach of any of its obligations under this Lease and has failed to rectify that breach within twenty eight (28) days of being served with a written notice specifying that breach;
- (c) The Tenant, being a company, has a liquidator, provisional liquidator, administrator, receiver or manager appointed to it or any of its assets; and/or
- (d) The Tenant is made bankrupt or enters into any composition, arrangement with or assignment for the benefit of its creditors.

In such case the Landlord may, as its option, re-enter, occupy and resume possession of the Premises of any part thereof, subject to the Property Law Act and the Bankruptcy Act, without releasing the Tenant from any of its liability for any breach of the Lease accruing prior to such termination.

- 8.2. There are essential terms of this Lease that the Tenant pays the rent and the variable outgoings strictly in accordance with the terms of this Lease.
- 8.3. If the Tenant is in breach of an essential term and the Landlord terminates this Lease following that breach then (without prejudicing or limiting any other right or remedy of the Landlord arising from the breach or otherwise under this Lease) the Landlord shall be entitled to recover from the Tenant and the Tenant's covenants to pay to the Landlord as and by the way of liquidated damages for the breach the aggregate of the rent and variable outgoings which would have been payable by the Tenant for the unexpired residue of the Term remaining after the termination after making allowance for rent and variable outgoings which the Landlord by taking reasonable steps to re-let the Premises obtains or could reasonably be expected to obtain by re-letting the Premises for the unexpired residue of the Term on reasonable terms as to rent and otherwise, not necessarily on like terms as are expressed and implied in this Lease.
- 8.4. If the Landlord accepts arrears or any late payments of the rent or variable outgoings this will not constitute a waiver of the Landlord's right to recover damages as specified above, nor is such right prejudiced or limited if the:
- (a) Tenant abandons or vacates the Premises;
 - (b) Landlord elects to re-enter the Premises or to terminate this Lease;
 - (c) Landlord accepts the Tenant's repudiation of the Lease; or
 - (d) Conduct of the parties constitutes a surrender by operation of law.

- 8.5. The Landlord shall be entitled to institute proceedings to recover damages as specified above either before or after any of the events or matters referred to in this clause.
- 8.6. Any conduct by the Landlord to mitigate damages shall not of itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.
- 8.7. If the Tenant has not observed and performed its obligations under this Lease, the Landlord may in addition to any of its other rights and at its option, and after the expiration of fourteen (14) days prior written notice to the Tenant:
- (a) Cause or do all things necessary for the observance and performance of those obligations; and
 - (b) Recover from the Tenant, as a liquidated debt payable on demand, the costs and expenses thereof together with interest at the prescribed rate on the amount thereof from time to time remaining owing from the date of the expenditure of the costs to the date of repayment thereof by the Tenant to the Landlord.
- 8.8. The Tenant may terminate this Lease without reason and for any cause on the provision of prior written notice to the Landlord of either ninety (90) days or 30 June of the coming year, whichever is the longer.

9. RESUMPTION, DAMAGE AND DESTRUCTION

- 9.1. If during the Term the Land including the Building or the Premises or part thereof are:
- (a) Resumed or taken for any public purpose by any Local or Public authority;
 - (b) Declared unfit for occupation or ordered to be demolished (other than due to any breach by the Tenant) by any Local or Public Authority; or
 - (c) Destroyed or damaged by any risk insured against and where the damage renders the Premises substantially unfit for the use and occupation of the Tenant, and where in the opinion of the Landlord the nature of the damage and destruction renders the rebuilding or reconstruction of the Land including the Building and Premises or any part thereof in its previous form impracticable or undesirable, this Lease may within thirty (30) days thereafter be terminated without liability for compensation or damages by either the Landlord or the Tenant by notice in writing to the other, subject to clause 10.2.
- 9.2. The Tenant shall not be entitled to terminate this Lease under this clause if the declaration, destruction or damage was caused or contributed to by the Tenant or the Tenant's employees or visitors or if any policy of insurance obtained in respect of any damage or destruction has been vitiated or payment of the policy money refused in consequence of some act or default of the Tenant or any of the Tenant's employees or visitors.
- 9.3. If clause 10.1 applies, the Tenant shall continue to pay the Landlord the rent and variable outgoings in full and shall not be entitled to any abatement of rent and shall continue to comply with this Lease.
- 9.4. Any termination under this clause shall be without prejudice to the rights of either party in respect of any preceding breach, matter or thing under this Lease.

10. OPTION TO RENEW

- 10.1. The Tenant has the option exercisable in writing during the Option Renew Period to take a further lease of the Premises for the Option Term, provided that:
- (a) There has not been any breach of an essential term of the Lease during the Term; and
 - (b) At the time of the exercise of the Option and at the expiry of the Term the Tenant is not in breach of any of its obligations under the Lease.
- 10.2. Where the Tenant exercises its option, the Landlord shall grant to the Tenant a Lease of the Premises for the Option Term on the same terms and conditions as this Lease but varied where necessary to provide for the alteration to the Term.
- 10.3. Unless otherwise provided in Schedule 1, the rent payable during the Option Term shall be the Market Value as at the expiry of the Term.

11. HOLDING OVER

- 11.1. If after the expiration or sooner termination of this Lease, the Tenant continues to occupy the Premises with the consent of the Landlord, the Tenant shall become a monthly Tenant only of the Landlord and unless otherwise agreed:
- (a) The rent shall be equal to one twelfth of the aggregate of the rent and variable outgoings increased by 5% payable to the Tenant immediately preceding the expiration or sooner determination; and
 - (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this Lease, except for any option to renew.

12. WAIVER

- 12.1. The Landlord's failure to act on any default by the Tenant shall not be or shall not be construed as a waiver of the Landlord's rights under or arising from this Lease.
- 12.2. No custom or practice which may develop between the Landlord and Tenant, or their respective agents or representatives in the course of administering this Lease shall be construed to waive or reduce the right of the Landlord to insist upon the observance or performance by the Tenant of any of the Tenant's obligations at any time.
- 12.3. No consent or waiver expressed or implied by the Landlord or on behalf of the Landlord to or in respect of any particular breach of any of the Tenant's obligations shall be construed as a consent to any other breach of the same kind, or any other waiver of the Tenant's obligations.
- 12.4. The acceptance by the Landlord or rent under this Lease shall not be, or deemed to be, a waiver of any default or breach by the Tenant of any of the Tenant's obligations even where the Landlord has knowledge of the breach or default at the time of accepting the rent.
- 12.5. A party's failure to delay to exercise a power or right does not operate as a waiver of that power or right.
- 12.6. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

- 12.7. The variation or waiver of a provision of this Lease or a party's consent to a departure from a provision by another party shall be ineffective unless in writing by the executed parties.

13. MEDIATION AND ARBITRATION

- 13.1. A party claiming that a dispute has arising out of or relates to this agreement, or the breach, termination, validity, or subject matter thereof, or as to any claim in tort in equity or pursuant to any domestic or international statute or law, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- 13.2. On receipt of any notice specified in this clause the parties must within seven (7) days of receipt of the notice seek to resolve the dispute.
- 13.3. If the dispute is not resolved within seven (7) days or within a further period as the parties agree, then either party may refer the dispute for mediation by a mediator agreed between the parties, or failing agreement, by a mediator by the Institute of Arbitrators and Mediators Australia (IAMA).
- 13.4. The mediation shall be conducted in the manner determined by the mediator. Each party shall attend the mediation by a representative familiar with the dispute and with full authority to settle the matter. Each party shall pay half the costs of the mediation.
- 13.5. If the parties are unable to resolve the dispute at mediation, then either party may refer the dispute to arbitration to be conducted in accordance with IAMA Arbitration Guidelines from time to time in force.
- 13.6. Each party shall pay half the costs of the arbitration.
- 13.7. The Landlord and the Tenant may each be represented at their own cost by a duly qualified legal practitioner in any mediation or arbitration proceedings.

14. GST

- 14.1. Unless otherwise provided in the Lease, any amount of moneys payable under this Lease do not include GST and GST must be paid in addition to the amount stated. Any amount which is payable on account of GST as a consequence of any supply made under this Lease is to be paid to the party making the supply at the same time as payment is made for the relevant supply, subject to the provision of a tax invoice.
- 14.2. The Tenant shall pay the Landlord any GST payable by the Landlord for any supply made by the Landlord and the Tenant hereby indemnifies the Landlord in relation to the payment of GST.

15. CONSENTS AND APPROVALS

- 15.1. Except as otherwise specifically provided in the Lease, any consent or approval that may be granted by the Landlord pursuant to the Lease may be granted, refused but not unreasonably so, or grant subject to conditions.

16. GUARANTEE

- 16.1. In consideration of the Landlord entering into this Lease at the Guarantor's request, the Guarantor, as shown by the Guarantor signing this Lease:

- (a) Guarantees to the Landlord the punctual payment of all money and the punctual observance by the Tenant of all terms of this Lease to be performed by the Tenant; and
- (b) Unconditionally indemnifies the Landlord in respect of any failure by the Tenant to make any payment or to perform any obligation under this Lease.

16.2. The Landlord and the Guarantor agree that this Guarantee and Indemnity:

- (a) Is a continuing guarantee and indemnity which is absolute and unconditional in all circumstances and is irrevocable and shall remain in force until the Tenant's obligations under this Lease are performed;
- (b) Shall not be discharged by the payment at any time of any money on account or by any concession given by the Landlord to the Tenant or to the Guarantor or to any other person or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the Landlord's rights against the Tenant or the Guarantor or any other person or by the Landlord's neglect or omission to enforce any such rights or by any other thing whatsoever which but this clause might abrogate, prejudice or affect this guarantee and indemnity or by any variation or addition to this Lease;
- (c) Is in addition to any other rights which the Landlord has under this Lease and can be enforced against the Guarantor without the Landlord first having recourse to any other rights and without taking any action against the Tenant;
- (d) Shall not prejudicially affect or be prejudicially affected by any security held by the Landlord for any money owing under this Lease but such security shall be collateral and the Guarantor shall not as against the Landlord in any way claim the benefit or seek the transfer of any security; and
- (e) Shall not be affected by any assignment, subletting or parting with possession of the Premises by the Tenant but shall continue in full force and effect.

16.3. The Guarantor warrants that the Guarantor has full power and authority to enter into this Guarantee and Indemnity and that the Guarantor's obligations under this Guarantee and Indemnity are in no way diminished, fettered or controlled by any deed or instrument including, but not limited to, any debenture trust deed relating to securities issues or given by the Guarantor.

17. MORTGAGE BY THE LANDLORD

17.1. The Landlord may mortgage or charge its interest in the Land and the Tenant shall, if requested to do so, remove any encumbrance to allow such mortgage or charge to be so registered on the Certificate of Title to the Land.

18. SERVICE OF NOTICES

18.1. A notice or other communication require or permitted to be given by one party to the other shall be in writing and:

- (a) Delivered or left at the address of the addressee specified in Schedule 1; or
- (b) Send by pre-paid mail to the address of the addressee specified in Schedule 1; or
- (c) Where Schedule 1 provides an email address, by email.

18.2. A notice or other communication shall be taken to have been received:

- (a) On the second business day after it was posted; or
- (b) If sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender received a delivery failure notification indicating that the email was not delivered to the addressee).

18.3. A party may change its address for service by giving notice of that change in writing to the other party or its nominated authorised agent.

19. GOVERNING LAW AND JURISDICTION

19.1. This Lease is governed by the law of Western Australia and each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

19.2. Further Assurance

19.2.1. Each party shall from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Lease.

20. COUNTERPARTS

20.1. This Lease may be executed in any number of counterparts each of which shall be an original but such counterparts together shall constitute one and the same instrument.

21. WHOLE AGREEMENT

21.1. In relation to the subject matter of this Lease, this Lease is the whole agreement between parties and this Lease supersedes all oral and written communications by or on behalf of any of the parties.

22. NO RELIANCE ON WARRANTIES AND REPRESENTATIONS

22.1. In entering into this Lease, the Tenant warrants that it has not relied on any oral warranty or representation (whether oral or written) in relation to the subject matter of this Lease made by any person; and has relied entirely on its own enquiries in relation to the subject matter of this Lease.

23. SEVERANCE

23.1. If any part of this Lease is invalid or unenforceable, that part may be severed and the remainder of this Lease remains valid and enforceable.

24. NO MERGER

24.1. Nothing in this Lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

25. TRUSTEE

25.1. Where the Landlord enters into this Lease as a trustee of any trust, then the covenants and obligations of the Landlord bind the Landlord only in its capacity of

the trustee of the said trust, and the Landlord's liability (if any) for any breach thereof is limited to the assets of said trust.

25.2. Where the Tenant enters into this Lease as a trustee of any trust, the Tenant covenants:

- (a) This Lease binds the Tenant in its personal capacity and as trustee of the trust;
- (b) It has power to enter into and execute this Lease;
- (c) It is the sole trustee of the trust and no action has been taken or proposed to remove it as trustee of the trust; and
- (d) It has the right to be fully indemnified out of the trust fund of the trust in respect of its obligations under this Lease, and the assets of the trust are sufficient to satisfy its right of indemnity.

26. SAVING – COMMERCIAL TENANCY ACT

26.1. In the event that the Commercial Tenancy Act applied to this Lease then the terms of this Lease are subject to the Commercial Tenancy Act and to the extent that any term of this Lease contravenes or is inconsistent with the Commercial Tenancy Act then that term is to be read down or severed to the extent necessary and the remaining terms of this Lease are to continue with full force and effect.

27. SPECIAL CONDITIONS

27.1. Those terms appearing under the heading "Special Conditions" in Schedule 1 shall form part of this Lease and in the event of any inconsistency between such terms and any other term of the Lease then the term in Schedule 1 shall prevail to the extent of any inconsistency.

28. CAPACITY OF TENANT

28.1. For all purposes related to the formation and performance of this Lease and irrespective of whether individual communications, correspondence and documentation specify or otherwise reflect such capacity. The Tenant shall be acting as agent for and on behalf of each of the BGM Joint Ventures, comprising Newmont Boddington Pty Ltd ABN 32 062 936 547 and Saddleback Investments Pty Ltd ABN 96 134 978 224, and their respective successors and assigns, as tenants in common of the Boddington Gold Mine Expansion Project facilities and associated tenements, with obligations and liabilities being 66 2/3% for Newmont Boddington Pty Ltd and 33 1/3% for Saddleback Investments Pty Ltd.

SCHEDULE 1

Land:	The land located at and known as 31 Bannister Road, Boddington Western Australia and being all of that land comprised in Lot 250 on DP62435 Certificate of Title Volume 2729 Folio 179.
Commencement Date:	1 January 2024
Term:	Two (2) years
Expiry Date:	31 December 2026
Rent:	\$37,000 plus GST
Prescribed Rate:	Two percent (2%) above the Commonwealth Bank overdraft rate of interest changed from time to time on borrowings or facilities of amounts not exceeding \$100,000 at the election of the Landlord.
Rent Review Date:	1 January 2027
Rent Review Form:	CPI
Permitted Use:	Office
Option to Renew:	Yes
Option Renew Period:	The period commencing six (6) months before the expiry date and finishing three (3) months before the expiry date.
Option Term:	One (1) term of one (1) year commencing on 1 January 2027 and expiring on 31 December 2027
Special Conditions:	<p>1. Animals</p> <p>The Lessee shall not keep or suffer to be kept any animal in the Premises.</p> <p>2. Painting and Floor Coverings</p> <p>If the Tenant exercises the Option to Renew and the Term is extending for one (1) year then during the two months prior to the end the Tenant must repaint the internal walls and ceiling and replace the carpets to a standard acceptable to the Landlord.</p> <p>3. Previous Lease</p> <p>The Landlord agrees that the Tenant does not have to comply with its obligations under clauses 6.9 and 6.17 of the Previous Lease and special condition 2 of the Previous Lease and that the Tenant's non-compliance with these provisions does not constitute a breach under the Previous Lease.</p>

Notice Details:

Landlord

Address: 39 Bannister Road, Boddington WA 6390

Attention: Katie Rigg

Email: katie.rigg@boddington.wa.gov.au

Tenant

Address: Level 5, 500 Hay Street, Subiaco WA 6008

Attention: Daniel Marsh

Email: daniel.marsh@newmont.com

EXECUTED AS DEED

LANDLORD

The common seal of the Shire of Boddington was here unto affixed pursuant to a Resolution of the Council.

Signature of President

Name:

Date:

Signature of Chief Executive Officer

Name:

Date:

TENANT

Executed for and on behalf of Newmont Boddington

Gold Pty Ltd (A.C.N. 101 199 731) in accordance with

Section 127 of the Corporations Act 2001 by authority of its:

Director

Name:

Date:

Director/Company Secretary

Name:

Date:

9.4 COMMUNITY AND ECONOMIC DEVELOPMENT

9.4.1 Vacswim January 2024 Program Entry Fee Waiver

File Reference: 3.0084
Applicant: Nil
Disclosure of Interest: Nil
Author: Coordinator Community and Economic Development
Attachments: Nil

Summary

Council is requested to decline a request from Boddington District High School to waive entry fees for Vacswim participants during the January 2024 program.

Background

The Boddington District High School have made a verbal request for the Shire of Boddington to waive the \$3 entry fee per student, for the Vacswim program in January 2024. The Department of Education (Department) delivers the Vacswim program at Boddington Swimming Pool during the first fortnight of January each year. The Vacswim program provides children aged 5-17 years across Western Australia the skills to stay safe and build their confidence in the water. In January 2024, Vacswim intends to deliver an 8 day series between 3 - 12 January comprising of 45 minute lessons. Where a series operates less than ten days, the Department will increase the lesson time per day to make up for public holiday closures. The cost to enrol is \$30 per child, or \$81 per family (three children or more).

In addition to Vacswim, the Department also conducts one interm series per year for Boddington District High School students in Pre-primary to Year 7. The Aquatics industry has experienced significant staff shortages since the COVID-19 pandemic and this has impacted the number of Swimming Instructors available to visit regional areas. As a result, the students from Pre-primary - Year 2 have only been provided a four day series (as opposed to an eight day series) during the past three years. The consequence is these children have experienced less opportunity to learn to swim. From the 36 families in Year 2, the School has received feedback from 11 families indicating their children have not progressed during the past three years. The Department indicates 30 children participated in Vacswim in January 2023 from 44 available places.

Comment

Waiving entry fees for Vacswim participants to Boddington Swimming Pool is not an effective mechanism for growing participation in the January 2024 program, because enrolments have already closed. In addition, the Department has indicated they had capacity to accept up to 44 students, yet Boddington District High School has indicated there are 101 students in Pre-Primary - Year 2 alone. The Department is experiencing chronic staff shortages since the COVID-19 Pandemic, so even if there was opportunity for additional enrolments, there is no workforce to meet an increase in demand at this present time.

The Department is being encouraged to implement practical workforce solutions to treat the underlying factors resulting in the ongoing industry shortage. With lack of access to courses seen as a barrier, Boddington District High School is currently advocating to the Department for an accredited swimming teacher qualification course to be facilitated in Boddington at no-cost to increase opportunities for students to learn to swim in future years. This is viewed and supported by the Shire Administration as a practical solution to resolve the shortfall and meet local demand.

Furthermore the Boddington Swimming Pool opens from 15 October each year, so by the time Vacswim is operating in January the majority of participants have already purchased a season pass to cover their entry fees. In 2023-24 there is also no set fee or charge for spectators (e.g. non-swimmers) using facilities and amenities at Boddington Swimming Pool. It is common practice at public facilities to charge a spectator fee to signify offer and acceptance for conditions of entry, as well as to consider use of the car park, toilet facilities and poolside seating. The Shire Administration is also not aware of any feedback about entry fees prohibiting the community from accessing Boddington Swimming Pool, and has not previously waived entry fees for Vacswim.

The Shire already provides generous in-kind financial support toward Department of Education's Intern Swimming Program each year, as well as the Boddington District High School's Faction Swimming Carnival. For instance, during the 2022-23 financial year the Shire provided \$5,247 worth of additional opening hours for the Department and Boddington District High School. This comprised of:

- Intern Swimming Program (November 2022) - \$1,749
- Vacswim Swimming Program (January 2023) - \$2,244
- Intern Swimming Program (February 2023) - \$1,056
- Boddington District High School Swimming Carnival (March 2023) - \$198

The cost is within existing budget provision, however, this level of support is beyond what is typically provided by a Local Government for WA Government funded programs and schools.

It is considered that the request by Boddington District High School is unreasonable, as the proposal could further reduce up to \$1,056 of income arising from entry fees which ordinarily would subsidise the cost of the additional opening hours. This figure is based on if all 44 enrolments weren't to have a season pass and were to pay \$3 per day over the course of the 8 day program.

If the waiver is approved, a precedent would be set, making it very difficult to charge fees into the future.

Consultation

Consultation has occurred with Boddington District High School.

Strategic Implications

Performance Area	People
Outcome 2.	A healthy and active community.
Objective 2.2	Grow participation in sport, recreation and leisure activities

Legislative Implications

Local Government Act 1995
Section 6.12 Power to defer, grant discounts, waive or write off debts

Policy Implications

Nil

Financial Implications

A maximum income of \$1,056 is expected if all 44 students don't have season passes and instead are paying \$3 per day over the course of the 8 day program. Approving the request will result in no income from casual entry fees for the duration of the Vacswim program in January 2024.

Economic Implications

Nil

Social Implications

Participation in active recreation contributes to an individual's mental and physical wellbeing, and the development of strong networks and support structures within the community.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Approving the request to waive facility entry fees may create an unintentional precedent for other organisations to seek a waiver for delivering services from Shire owned facilities.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Decline the request to waive entry fees to the Boddington Swimming Pool for Vacswim participants for the duration of the January 2024 program.
2. Approve the request for a lesser amount.
3. Approve the request to waive entry fees to the Boddington Swimming Pool for Vacswim participants for the duration of the January 2024 program.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council declines the request to waive entry fees to the Boddington Swimming Pool for Vacswim participants for the duration of the January 2024 program.

9.5 WORKS AND SERVICES

9.5.1 40 KM/H Speed Limit Within the Main Street of Boddington

File Reference: 1.026
Applicant: Nil
Disclosure of Interest: Nil
Author: Manager of Works and Services
Attachments: Nil

Summary

Council is requested to approve, in principle, a 40km per hour speed limit on the main street of Boddington, and support community consultation to proceed regarding this proposal.

Background

The existing speed limit on the main street of Boddington is 50km/h. This proposal for a reduction to 40km/h in the same zone as the current 50km/h has been raised, following ongoing concern within the community about critical aspects of road and pedestrian safety.

Main Roads WA (MRWA) have recently corresponded with the Shire, following the rollout of 40km zones in other townsites. MRWA requires a Council position on this matter to be informed by community consultation.

The relevant section of Bannister Road affected by this proposal is shown below.



Comment

Over a number of years there have been several requests for a crosswalk to be installed in the main street, to address concerns around pedestrian safety, particularly due to the high volume of trucks on Bannister Road. This concern was further raised during the Town Centre revitalisation project, where the possibility of pedestrian crossings was raised with MRWA.

MRWA's position is that pedestrian crossings can cause further safety issues when there is not sufficient volume of pedestrians utilising the crossings.

An alternative mechanism to enhancing safety is to reduce the speed limit. MRWA provided indicative support for this during the planning for the Town Centre revitalisation project, and have now formalised the process for this to occur.

The proposed change aligns with the strategic initiatives set by Main Roads Western Australia, who are actively pursuing speed reductions in towns which have frequent heavy vehicle traffic. Pinjarra, Kojonup and Waroona have already decreased the speeds in their Main Streets. Recognising the distinctive traffic dynamics in areas where heavy vehicles are prevalent, Main Roads Western Australia acknowledges the importance of adjusting speed limits as a targeted approach to enhance safety and promote a more sustainable and efficient traffic flow.

It is recommended that the proposal be supported in-principle, to allow community consultation to occur. The results of the consultation will then be presented to Council for consideration to enable a position on this matter to be submitted to MRWA.

Consultation

MRWA are supportive of a speed reduction to 40kph in the current 50kph speed zone.

Strategic Implications

Aspiration	Place
Outcome	Safe, sustainable and connected transport.
Objective	Maintain a safe, efficient road and network and supporting infrastructure.

Legislative Implications

Any legislative implications are carried by Main Roads Western Australia.

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

The economic implications include potential benefits to local businesses, as a more pedestrian-friendly main street may attract more foot traffic, supporting local commerce. It may also result in reduced traffic-related accidents and associated costs.

Social Implications

The proposed reduction is expected to enhance pedestrian safety, particularly for children and the elderly. It also encourages a sense of community and a more vibrant town centre, fostering social interaction and recreation.

Environmental Considerations

A lower speed limit may have a positive impact on the environment by reducing noise pollution and fuel consumption, contributing to a cleaner and more sustainable community.

Risk Considerations

Risk Statement and Consequence	Not investigating the opportunity to decrease the speed when there is the opportunity, may reflect poorly on the Shire.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Support Main Roads Western Australia recommendation of decreasing the speed limit from 50kmph to 40kmph and open for community consultation.
2. Reject the recommended change and risk Main Roads Western Australia decreasing the speed limit without community consultation.

Voting Requirements

Simple Majority

Officer Recommendation

That Council supports, in-principle, the reduction of the speed limit to 40kmh on the main street of Boddington (Bannister Road) in the current 50kph zone, and endorses community consultation to commence on the proposal.

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

Nil

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

Nil

12. CONFIDENTIAL ITEMS

Nil

13. CLOSURE OF MEETING