



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

AGENDA

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

Council Chambers
39 Bannister Rd, Boddington

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Agenda

1.	DECLARATION OF OPENING	4
2.	ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE	4
3.	DISCLOSURES OF INTEREST	4
4.	PUBLIC QUESTION TIME	4
5.	PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS	4
6.	CONFIRMATION OF MINUTES	4
7.	ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION	4
8.	RECEPTION OF MINUTES & RECOMMENDATIONS OF COMMITTEES HELD SINCE PREVIOUS MEETING OF COUNCIL	5
9.	REPORTS OF OFFICERS	5
9.1	PLANNING & DEVELOPMENT SERVICES	5
9.2.	CHIEF EXECUTIVE OFFICER	5
9.2.1	Draft Rating Strategy	5
9.2.2	Adoption of the 2020/21 Annual Report	50
9.2.3	Local Roads and Community Infrastructure Program - Round 3 Projects	124
9.2.4	Independent Housing Units - Criteria Review	127
9.3.	CORPORATE SERVICES	137
9.3.1	Monthly Financial Statements	137
9.3.2	Payment Listing	153
9.4	COMMUNITY AND ECONOMIC DEVELOPMENT	164
9.4.1	Lease Boddington RRR (Reduce, Reuse, Recycle)	164
9.4.2	Lease Boddington Sports & Community Club Inc	207
9.4.3	2021-22 Community Facility Fund Application	252
9.5.1	WORKS AND SERVICES	261
10.	ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN	261
11.	URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING	261
12.	CONFIDENTIAL ITEMS	261
13.	CLOSURE OF MEETING	261

1. DECLARATION OF OPENING

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

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

2.1 Attendance

2.2 Apologies

2.3 Leave of Absence

Cr Ryley requests leave from 26 July to 15 September 2022.
August & September Council Meetings

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 Meeting of Council held on 21 April 2022 be confirmed as a true record of proceedings.

That the minutes of the Special Meeting on Council held on 10 May 2022 be confirmed as a true record of proceedings.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

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

9. REPORTS OF OFFICERS

9.1 PLANNING & DEVELOPMENT SERVICES

Nil.

9.2. CHIEF EXECUTIVE OFFICER

9.2.1 Draft Rating Strategy

File Reference: 3.0037
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.1A Draft Rating Strategy

Summary

Council is requested to endorse the draft Rating Strategy, following which, the public will be provided the opportunity to make submissions prior to reconsideration by Council.

Background

Rates are the key method of providing funding for Shire services, activities and capital projects. A rating strategy establishes a framework by which a fair and equitable share of rates are paid by property owners, for services and infrastructure within a local government.

The objective of a rating strategy is to consider the rating options available to Council under the Local Government Act 1995, and how Councils decision regarding rates contribute towards achieving an equitable distribution among different classes of ratepayers. The Rating Strategy determines how the rates burden is to be shared, rather than determining the actual amount of money to be raised by rates.

In implementing suitable systems and procedures, local governments should observe the principles of:

- objectivity;
- fairness and equity;
- consistency;
- transparency; and
- administrative efficiency.

Comment

Moore Stephens, the industry leader in local government rating advice and research have undertaken the review. The draft Rating Strategy is contained in Attachment 9.2.1A.

The key findings of the research include:

- The GRV rate in the dollar for residential and commercial properties is very close to the average of the benchmarked local governments.

- Generally, local governments differentially rate commercial/industrial properties at a higher rate than residential properties.
- The GRV rate in the dollar for mining is significantly lower than the average of the benchmarked local governments.
- The GRV average rate revenue per assessment for residential properties is similar to the benchmarked local governments, however, the GRV average rate revenue per assessment for commercial/industrial properties is significantly lower.
- Minimum rates for GRV residential and commercial align with the benchmark averages.
- The UV rate in the dollar aligns with averages, however, the average assessment is significantly lower than most of the benchmarked local governments due to a large number of hobby farms being within this category.
- The UV rate in the dollar for mining, is significantly lower than other local governments.

Summary recommendations from the Strategy include:

- Implement a single (uniform) rate in the dollar for GRV properties, including residential, commercial/industrial and mining
- Review the UV Rural properties method of valuation, to ensure the basis of valuation is appropriate, that is, the land is being used for rural purposes.
- Consolidating UV differential rates to two categories, being mining, and rural.
- Increase the UV Mining rates to align with sector averages.

Following Council endorsement, the draft Rating Strategy will be advertised, inviting the public to make submissions for consideration at a future Council meeting.

Consultation

Consultation is proposed for a minimum of 14 days, with targeted discussions to be held with the ratepayers most impacted by the potential changes.

Strategic Implications

Nil

Legislative Implications

Section 6.32(1) of the Act – Rates and service charges

Section 6.33(1) to (3) of the Act – Differential general rates

Section 6.35(4) of the Act – Minimum payment

Policy Implications

Nil

Financial Implications

The rating strategy is the method used to fairly and equitably spread the rate burden across the properties in the municipality.

Economic Implications

There is anticipated to be little to no impact on small business in the Shire of Boddington, as a uniform GRV rate is proposed to continue for all residential and business properties, in accordance with the principles of rating. If a uniform rate is adopted for GRV properties, the

main impact will be on the GRV Mining category, as the gap between the two rates in the dollar will be eliminated.

With regard to the UV rated land, UV Mining is the key area expected to be impacted, due to the realignment with industry and state-wide rating standards. No adverse economic implications are expected.

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Primary risks include negative feedback from affected members of the community who may not agree with the proposed changes. Conversely, risks exist if the Shire continues with its existing rating strategy – particularly around the ability to achieve alignment with the principles of rating.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	Consultation is proposed to ensure all ratepayers have an opportunity to comment on the proposed methodology.

Options

1. Endorse the draft Rating Strategy
2. Defer the endorsement for a future Council meeting
3. Amend the draft Rating Strategy

Voting Requirements

Simple Majority

Officer Recommendation

That Council endorse the draft Rating Strategy (Attachment 9.2.1A) to be advertised for a period of not less than 14 days, and consider submissions at the June 2022 Ordinary Council Meeting.



Strategic Rating Review Draft Report

Shire of Boddington

April 2022



CONTENTS

1.0	ENGAGEMENT OVERVIEW	3
2.0	EXECUTIVE SUMMARY	5
3.0	LEGISLATIVE FRAMEWORK.....	8
4.0	POLICY FRAMEWORK	11
5.0	CURRENT RATING STRUCTURE	14
6.0	COMPARATIVE LOCAL GOVERNMENTS	19
7.0	RATING AND COSTS OF SERVICES.....	33
8.0	RATING AND STRATEGIC DOCUMENTS.....	34
9.0	CURRENT RATING CONSIDERATIONS	35
10.0	FUTURE RATING CONSIDERATIONS	36
	OTHER MATTERS	40

1.0 ENGAGEMENT OVERVIEW

1.1 Scope of Services

In February 2022 Moore Australia was engaged to undertake a review of rating for the Shire of Boddington (the Shire), including the following services:

- Review the number and type of rating classes, including differential rating classes, and any existing rating policies;
- Compare and contrast the rating structures applied by adjacent local governments such as the rate in the dollar, dollar value, percentage of each category's contribution to the whole, the proportion of UV and GRV rating to the overall rating income and any other matters considered appropriate for the Shire to gain an understanding of the current rating structure compared to adjacent local governments;
- Evaluate the current rating structure to consider potential alternate scenarios to rectify any deficiencies in the current rating structure, and provide guidance on alternative rating structures;
- Prepare a draft strategic rating review report for the Shire to establish a framework for future rating decisions. In this report, consider the principles of Objectivity, Fairness and Equity, Consistency, Transparency and Administrative Efficiency;
- The rating review report will identify any inconsistency or deficiencies in the current rating structure and highlight variances to comparative councils.

1.2 Introduction

The Shire of Boddington is located 123km from Perth, with a population of approximately 1,850 persons. The area of the district is approximately 1900km² with 44% being State Forest¹. It sits within the Peel region and its eastern boundary borders the central wheatbelt. The townsite is situated next to the Hotham River which meanders itself through the town. The Shire shares borders the Shires of Collie, Harvey, Waroona, Wandering and Williams.

The Shire of Boddington is unique in many ways and the differences relevant to rating are worth noting as they should be considered when comparing rating structures with other WA Local Governments. The key distinctions are the complexity and variability of the district. In our review we noted the following key geographic and industrial factors considered relevant to rating:

- The Shire is part of the Peel region, which also includes the Shires of Murray, Serpentine Jarrahdale and Waroona;
- The Shire borders the Central Wheatbelt on its eastern border;
- Mining is the primary driver of economic growth in the district;
- Boddington is a similar distance to Perth to other Shires such as the Shires of York, Northam, Toodyay and York. In our review we refer to these districts as being part of the 'Metropolitan fringe Belt'.

In the review we have used each of these factors to compare against certain components of the Shire of Boddington. Few Shires can be considered to have a similar mix of key components or level of complexity as the Shire of Boddington. Therefore, each comparison has been given a level of objectivity to allow an appropriate review.

¹ (Shire of Boddington Local Planning Strategy, 2018)

1.0 ENGAGEMENT OVERVIEW

1.3 Our Future Opportunities

The Shire's 2019 – 2029 Strategic Community Plan has identified key goals for the community which should be considered as part of a rating decisions. A key desire of the community articulated in the plan is to develop a larger population which can support a larger and more diverse industry of local services and local economy.

The Strategic Community Plan² states this population increase would be driven by three key strategies:

1. Expansion of the economic base;
2. In-bound migration of people with no direct economic link to the district;
3. Increase the number of 'local' mining employees.

The opportunities to achieve the Shires goals are:

1. The attraction of new populations who are motivated more by lifestyle than by employment;
2. Availability of quality medical care as well as the proximity to major population centres, the peaceful natural environment, and character nature of the town have the potential to attract older retirees and those seeking to live a semi-rural lifestyle.
3. Virtual workers, who are not bound by geographical constraints; and
4. Increasing the number of mining employees living locally.

Underpinning the success of these strategies is the provision of a high standard of services, as well as the attraction of living in a vibrant and connected community. This will need to be largely funded by the rates collected by the Shire.

² (Strategic Community Plan 2019-2029)

2.0 EXECUTIVE SUMMARY

2.1 Rating Principles

The conceptual framework within which the Shire may apply its discretionary rating powers, is based on five established rating principles:

- Objectivity;
- Fairness and Equity;
- Consistency;
- Transparency; and
- Administrative efficiency.

These rating principles are published by the Department of Local Government, Sport and Cultural Industries for local governments to adhere to.

Rates should be applied fairly and equitably resulting in each assessment making a fair contribution to rates revenue based on the method of valuation. The rating principles should be applied, and determinations made, in a consistent way and should be clearly documented and available for public inspection, while the rating structure should also be cost effective.

Where differential rating structures are applied the local government should identify the predominant use of the land by means of an objective assessment against clearly defined criteria.

Transparency in differential rating practices should also be supported by the annual publication of clearly articulated objects and reasons for differential rates. The adoption of a rating strategy clearly linked to the long-term financial plan and other strategic plans further enhances transparency.

Matters were identified during our review where it was difficult to determine either alignment to Departmental requirements or alignment to the five principles of rating. These matters are summarised over the page along with the corresponding opportunities to improve rating outcomes for the district. These opportunities should be considered by Council in making future rating decisions.

2.0 EXECUTIVE SUMMARY (CONTINUED)

2.2 Future Rating Considerations

The following matters were identified and opportunities identified to improve rating outcomes:

Matters Identified	Improved Rating Outcome Opportunities
<p><u>Valuation methodology not aligned to category</u></p> <p>We noted the naming of UV Non-rural rating category and GRV Mining categories could better align with the legislative requirement for rural and mining properties to be valued based on their Unimproved Value (UV) and non-rural properties to be valued based on their Gross Rental Value (GRV).</p>	<p>Ensure processes and procedures are implemented to apply to the Minister where the basis of valuation does not align to current land use</p>
<p><u>Characteristics of differential rate category</u></p> <p>We were unable to determine how the characteristics of the GRV mining category was based on land use, zoning or the vacant status of the land.</p>	<p>Ensure future differential rating categories are based on the land use, zoning or the vacant status of the land or any combination thereof.</p>
<p><u>Strategic Community Plan</u></p> <p>Alignment of the objects and reasons for differential rating categories with the desired outcomes for the district articulated in the Strategic Community Plan was not apparent.</p>	<p>Review the objects and reasons for differential rating and compare against the stated goals of the Shire and the Community in the Strategic Community Plan to ensure consistency across the Shire.</p>
<p><u>Objects and Reasons</u></p> <p>We were unable to clearly understand the objects and reasons for imposing certain differential rates from the statements made in the 2021-22 Annual Budget.</p>	<p>Ensure the objects and reasons for imposing differential rates clearly and concisely articulate the rationale Council has used in making its determination.</p>
<p><u>Impact of other properties in setting rate</u></p> <p>The current GRV mining rate is lower than the general GRV rate. The current reasoning is based on the rates the sector pays from UV Mining rated properties. It is not apparent how the reason stated aligns with the principles of rating.</p>	<p>Should a basis for continuing with a GRV mining rate be determined then the reasons for differentially rating these properties should be based on factors other than the contribution of the ratepayers from other properties.</p>
<p><u>GRV Rates</u></p> <p>Currently two GRV differential rates are raised. General/residential and commercial/industrial rates in the dollar are in line with the average for the comparison group.</p>	<p>Consider use of a uniform GRV rate in the dollar to maximise compliance with the principles of rating and align to other local governments.</p>

2.0 EXECUTIVE SUMMARY (CONTINUED)

Matters Identified	Improved Rating Outcome Opportunities
<p><u>Minimum Payments</u></p> <p>The current number of UV rural minimum payment properties may indicate that the basis for the valuation of properties may not be aligned to the current land use.</p>	<p>Review the basis of valuation for properties to ensure the basis of valuation for all properties is aligned to the current land use. Unless clearly identifiable reasons exist for a lesser minimum, where possible a uniform minimum payment should be applied to all properties in the district.</p>
<p><u>UV Mining rates</u></p> <p>When compared with UV mining rates applied by other local governments in the state the Shire of Boddington has a substantially lower UV mining rate in the dollar than most other WA local governments.</p> <p>Considering the impact of mining operations on the Shire and the existence of the mining buffer zone restricting development in the district it is not apparent why the UV Mining rate is relatively low when compared to other local governments.</p>	<p>Consider the level of UV Mining rates to align to mining rates in the rest of the State.</p>

3.0 LEGISLATIVE FRAMEWORK

3.1 Legislative Framework

The power to raise local government property rates is set out under the *Local Government Act 1995* (the Act). The Shire, using a defined process outlined within the Act, determines the level of rates to be raised annually and adopts the rate levies to be imposed.

In adopting the annual budget each year, Section 6.2(2) of the Act requires the Shire to consider the current Plan for the Future (comprised of the Strategic Community Plan and Corporate Business Plan), prepared under section 5.56 of the Act.

Subject to the provisions of the Act, the Shire is free to use the rating powers to raise rate revenue at the level it determines appropriate.

3.2 Valuation Methods

There are two valuation methods available for use as the basis of rating by local government under Section 6.28 of the Act, namely Gross Rental Value (GRV) and Unimproved Value (UV).

GRV assessments are valued based on the following:

The gross annual rental the land might reasonably be expected to realise if let on a tenancy from year to year upon condition the landlord is liable for all rates, taxes and other charges thereon and the insurance and other outgoings necessary to maintain the value of the land.

UV assessments are valued based on the following:

The property is valued as if it has had no improvements (as though) it remains in its original, natural state, with any land degradation considered.

3.3 Changing Valuation Methods

Changing the valuation method applicable to any separately identifiable portion of land requires the Minister responsible for local government (the Minister) to decide as to the appropriate basis of valuation based on the predominant land use. A technical description of the relevant land and a notice of the change in valuation must be published in the Western Australia Government Gazette following the Minister's determination.

The State government department responsible for local government (the Department) administers the process for the Minister and publishes guidance to provide information on the process involved in making an application.

3.4 Review of Predominant Land Use

It is important for local governments to closely monitor changes in land use from rural to non-rural, including use for industrial purposes, and any other land use changes occurring within the district, and subsequently apply to the Minister for a change of valuation method to ensure the rating principles are consistently applied throughout the district.

3.5 Consultation

A change in the valuation method can result in a change in the level of rates levied against a property assessment. For this reason, it is a requirement of the Minister for consultation to occur with the owner(s) prior to any application to the Minister.

3.0 LEGISLATIVE FRAMEWORK (CONTINUED)

3.6 Uniform General Rates

The Shire may set a single rate in the dollar for each valuation type (GRV and UV). This is known as a uniform general rate and is applied to all assessments within a valuation type regardless of zoning, land use or whether the land is vacant.

Uniform rates are considered the most appropriate rating method by many local governments as they best reflect the five fundamental principles of rating being objective, fair and equitable, consistent, transparent and administratively efficient.

3.7 Differential General Rates

The Shire may apply different rates in the dollar within each basis of valuation (GRV or UV). A differential rate may be applied using the following property characteristics, or combination thereof:

- The zoning of the land;
- The predominant use;
- If the land is vacant or not; and
- Any characteristics prescribed.

3.8 Restrictions on Differential Rates

Due to the potential for a differential rate to single out ratepayers for a higher average rate contribution than would otherwise be the case, restrictions apply to the highest differential rate not being allowed to be more than twice the lowest differential rate, unless Ministerial approval is obtained before imposing the differential rate.

Before imposing a differential rate, the Shire must provide local public notice (no earlier than the 1st May each year and for a minimum period of twenty-one days) of its intention to do so and consider any resulting submissions.

Section 6.36(3) (c) of the Act requires a document describing the objects and the reasons for each proposed differential rate and minimum payment to be available for public inspection and published on the Shire website.

3.9 Minimum Payments

The Shire may impose a general minimum payment to each valuation method (and within each differential rate category). This results in all property assessments being levied at least a minimum contribution in rates regardless of the valuation. A lesser minimum may also be imposed on any portion of the district subject to certain requirements.

The Act restricts the maximum number of property assessments attracting a minimum payment to no more than 50% of the total rated assessments. In addition, the number of assessments with a minimum payment within each valuation category cannot be greater than 50% of the number of rated assessments within the category. If differential rates are applied, the number of assessments attracting a minimum payment within each differential rate category can be no more than 50% of the total rated assessments within the differential category.

There are exceptions to this general rule. If the basis of applying the differential rate is for vacant land, the Minister (upon application) may approve a level of minimum payment assessments greater than 50% of the number of assessments. The 50% rule does not apply in any case where the level of minimum payment is \$200 or less.

3.0 LEGISLATIVE FRAMEWORK (CONTINUED)

3.10 Exemptions from Rates

All land in the district is rateable unless exempted under Section 6.26 of the Act. Aside from land owned by the Shire, the most common categories of exemptions under the Act are:

- Land owned or controlled by the Crown;
- Land held by a religious body as a place of worship, a related purpose or a school; and
- Land used exclusively for charitable purposes.

To achieve an exemption from rates (for land other than crown land) the owner should be required to apply for an exemption, providing evidence of the land use. This application process should ideally be repeated every 3 to 5 years, to ensure the use of the land has not changed from exempt to non-exempt. The Shire has no discretion in relation to the exemption of rates, it is purely a determination based on current land use.

3.11 Specified Area Rates

In accordance with Section 6.37 of the Act, the Shire may impose a specified area rate on rateable land within a portion of its district for the purpose of meeting the cost of the provision by it of a specific work, service or facility if the local government considers the ratepayers or residents within the area —

- have benefited or will benefit from; or
- have access to or will have access to; or
- have contributed or will contribute to the need for, the work, service or facility.

4.0 POLICY FRAMEWORK

4.1 Policy Framework

Publications by the Department and the Shire Policy provide guidance and direction regarding the implementation and management of rates. Relevant departmental guidelines and policies are summarised below.

4.2 Local Government Operational Guideline 2 – Changing Methods of Valuation of Land

Within this operational guideline, the Department suggests the local government should have systems and procedures in place to:

- Identify and record any changes in land use;
- Review the predominant use of land affected by significant land use changes; and
- Ensure timely applications for Ministerial approval.

The guideline goes on to identify five principles local governments should observe, when rating. The Department also released a Rating Policy in March 2016, intended to provide guidance on the process of approval of differential rates under Section 6.33 of the Act. This policy also contains the same five principles set out in the table on the following page.

4.0 POLICY FRAMEWORK (CONTINUED)

4.3 Departmental Rating Principles

Principle	Operational Guideline (Number 2) ³	Rating Policy (March 2016) ⁴
Objectivity	As far as possible, the predominant use of land should be reviewed and determined based on an objective assessment of relevant criteria. External parties should be able to understand how and why a determination was made.	The basis for imposing the rates as per the act, for example zoning land use. Was there an event or issue prompting the need for a differential rate?
Fairness and equity	Rating principles should be applied fairly and equitably. Each property should make a fair contribution to rates based on a method of valuation appropriately reflecting predominant use.	The application of the benefit principle in it is expected those bearing the higher rate burden through the imposition of differential rating are receiving greater benefits from Shire activities.
Consistency	Rating principles should be applied, and determinations should be made, in a consistent manner. Like properties should be treated in a like manner.	Properties used for a similar purpose should be rated in a consistent way and will the extent of change from the previous year adversely affect the ratepayer?
Transparency	Systems and procedures for determining the method of valuation of land should be clearly documented and available for the public to inspect. This is fundamental to the “good government” principle upon which the Act is based. The right to govern accompanies the obligation to do so openly and fairly.	The extent of public notice regarding the change and compliance with the notice requirements under the Act and decision-making processes.
Administrative efficiency	Rating principles and procedures should be applied and implemented in an efficient and cost-effective manner.	The extent the differential rate is the most efficient method to raise the rate revenue required.

³ (Local Government Operational Guidelines - Changing Methods of Valuation of Land, 2012)

⁴ (Rating Policy Differential Rates (s.6.33), 2016)

4.0 POLICY FRAMEWORK (CONTINUED)

The following policy documents have been issued by the Department in relation to rating. The Shire currently has no rating policy or strategy we believe is relevant to this review.

4.4 Rating Policy – Differential Rates (S. 6.33) (March 2016)

This document describes the legislative and policy basis for the application of differential general rates to land rated by the Shire. It sets out the policy to guide the Minister's exercise of the power to approve the imposition of a differential general rate where it is more than twice the lowest differential general rate imposed by the local government. Additionally, this document provides guidance for the Shire in requesting such approvals.

4.5 Rating Policy – Minimum Payments (S. 6.35) (March 2016)

This document describes the legislative and policy basis for the application of minimum payments to land rated by the Shire. It sets out the policy to guide the Minister's exercise of the power to approve the imposition of a minimum payment on vacant land where it does not comply with legislative provisions covering the percentage of assessments affected. The document also explains the application of the legislative provisions, particularly in relation to general and lesser minimums and guidance to the Shire when requesting approval.

4.6 Rating Policy – Valuation of Land (S. 6.28) (November 2016)

This document describes the legislative and policy foundation for determining the basis for rates. It sets out the policy to guide the Minister's exercise of the power to determine the method of valuation of land. Additionally, this document provides guidance for the Shire in requesting such a determination. A streamlined process for recent residential subdivisions is also included, which allows the Shire to advise the Valuer General if they do not require unimproved valuations for newly created lots.

4.7 Rating Policy – Valuation of Land – Mining (S. 6.28 and 6.29) (March 2016)

This document describes the legislative and policy basis for the rating of capital improvements on land subject of a relevant interest or resource interest. It sets out the policy to guide the Minister's exercise of the power to determine the method of valuation of such land for rating purposes under s. 6.28 of *the Local Government Act 1995 (WA) (Cl)*. The document identifies the improvements to be the subject to rating on a gross rental value basis, providing clarity and consistency in the application of these provisions across the sector. Additionally, this document provides guidance for the Shire, and impacted ratepayers, in requesting such a determination.

4.8 Rating Policy – Rateable Land (S. 6.26) (April 2013)

This policy aims to provide guidance underpinning the Ministerial declaration on land exempt from rates. This document also provides guidance for the Shire, and impacted ratepayers, when dealing with these exemptions.

4.9 Rating Policy – Giving Notice (June 2016)

This policy aims to provide guidance to the Shire on the legislative requirements governing the giving of notice of rates as it applies to the imposition of differential rates and to minimum payments.

5.0 CURRENT RATING STRUCTURE

5.1 Current Rating Information

During the 2021-22 financial year, Council resolved to impose differential rates utilising two rating categories for GRV and three for UV, as follows:

		Rate in the Dollar	Minimum
• Gross Rental Value (GRV)	GRV – General	11.1213 cents	\$984
	GRV – Mining	9.0161 cents	\$984
• Unimproved Value (UV)	UV – Rural	0.6884 cents	\$750
	UV – Mining	3.2646 cents	\$984
	UV – Non-Rural	2.5432 cents	\$984

Council did not resolve to impose any specified area rates or service charges.

Minimum payment levels were also adopted for the 2021-22 financial year for both GRV and UV assessments, as shown above.

5.2 Current Differential Characteristics

The current differential characteristics⁵ have been listed in the table below.

Description	Characteristics
GRV Mining	This rating category covers all Mining Leases, Exploration Licences, Prospecting Licences, Retention Licences, General Purpose Leases, Special Prospecting Licences for Gold and Miscellaneous Licences as defined under the Mining Act with a GRV valuation. It also includes properties with a GRV valuation that are held by or leased by a company whose primary activities involve mining. It does not include properties with a GRV valuation that comprise a single dwelling in the township of Boddington
GRV General	This rating category covers all properties with a GRV valuation not categorised as GRV Mining.
UV Mining	This rating category covers all Mining Leases, Exploration Licences, Prospecting Licences, Retention Licences, General Purpose Leases, Special Prospecting Licences for Gold and Miscellaneous Licences as defined under the Mining Act with a UV valuation. It also includes properties with a UV valuation that are, held by or leased by a company whose primary activities involve mining.
UV Rural	This rating category covers all properties with a UV valuation and predominant usage that involves agricultural production or horticultural production activities and lifestyle properties
UV Non-Rural	This rating category covers all properties with a UV valuation with any intensive usage, which is significantly different from agricultural or horticultural production.

⁵ (Shire of Boddington Approved Budget 2021-2022, 2021)

5.0 CURRENT RATING STRUCTURE (Continued)

On examination of the rating characteristics, we noted characteristics of the GRV Mining category where it is not apparent if it fits within the Departmental requirements. This category has been compared to Transient Workforce Accommodation in this report, however consideration of this category is needed.

Unimproved Valuation (UV) are those with a Rural use. Therefore, the UV Non-rural category of property may lead to confusion or mis categorisation. Due to this it is recommended to reclassify this category. Two options are available for the reclassification, firstly to apply for these properties to be rated as general/ rural UV properties eliminating this category or secondly, a new name be applied to better fit with the use of the land.

5.3 Current Differential Objects and Reasons

For each differential rate the current objectives and reasons⁶ for differentially rating is as follows:

GRV Mining - The imposition of GRV General rate to these properties in addition to the rates the sector pays from UV Mining rated properties which it holds would cause the sector to contribute at a level which would not be fair. For this reason, the GRV Mining rate is lower than the GRV General rate.

GRV General - Council considers that this sector has been contributing to the services and infrastructure of the Shire in a fair manner.

UV Mining - This sector comprises properties outside the town area, which are not used for rural purposes. Council considers that this sector has not been contributing to the services and infrastructure of the Shire in a fair manner. The object of the rate for this category is to rate properties at a higher than the UV General differential rate to improve fairness and equity outcomes by:

- Applying a premium to compensate for the different valuation method and comparatively lower valuation level compared to equivalent properties in built-up areas.
- Applying a premium to reflect the following key points:
 1. Mining areas and known mineral resources cover a considerable portion of the district with the most extensive resource being bauxite.
 2. Other than the Shire of Collie, the Shire of Boddington is the local government that is most impacted by mining operations in the South-West Land Division (generally the area from Geraldton to Esperance).
 3. The Shire receives a number of enquiries from landowners and other stakeholders regarding the planning implications of living and investing in the vicinity of bauxite mining operations.
 4. A mining buffer was originally identified in 2007 to assist in accommodating bauxite and gold mining and to reduce land use conflict. The mining buffer protects mining operations from sensitive land uses and development, which could prejudice the extraction (now and in the future) of mineral and basic raw material resources.
 5. The mining buffer covers a significant portion of the district including parts of the Boddington townsite, various rural residential and rural smallholding estates and many freehold rural properties. There is a mining buffer of 1200 metres for bauxite mining surrounding known bauxite resources.
 6. The mining buffer has been proposed to be considerably expanded in recent years based on advice from South32 and State Government agencies including the Department of Mines and Petroleum.

⁶ (Shire of Boddington Approved Budget 2021-2022, 2021)

5.0 CURRENT RATING STRUCTURE (Continued)

7. The Shire has spent considerable time and funds to review the Shire of Boddington Local Planning Strategy, which was endorsed by the Western Australian Planning Commission (WAPC) in 2018. A key driver of this review was the modified mining buffer. The Shire's efforts have included raising awareness and liaising with landowners, the community and stakeholders.
8. The Shire will spend an increasing amount of time and funds to assist in protecting and accommodating bauxite mining through the Shire of Boddington Local Planning Scheme No. 3 (LPS3). This included the WAPC requirement to give statutory weight to the mining buffer through a Mining Buffer Special Control Area to be, introduced into LPS3. LPS3 also includes provisions to control development within the Mining Buffer Special Control Area. This sector comprises properties outside the town area, which are not used for rural purposes. Council considers that this sector has not been contributing to the services and infrastructure of the Shire in a fair manner.
9. South32 operations have resource implications on other Shire services and assets including environmental health, emergency management, administration and roads. Examples of this include the haul road crossing on Morts Road, the proposed haul road crossing on Lower Hotham Road and the significant restoration works on Lower Hotham Road on three recent occasions when a dam burst on South32 property.

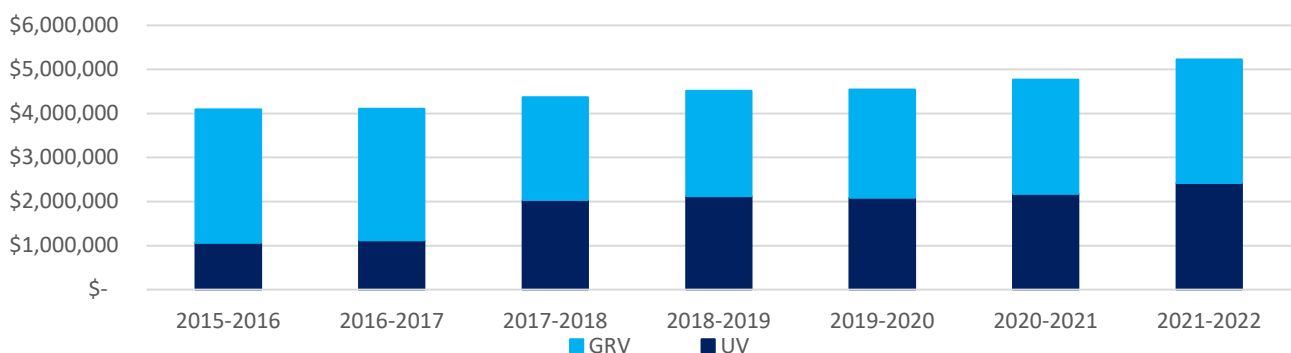
Objects and reasons should clearly summarise and articulate the decision to adopt and impose differential rates.

UV Rural - Council considers that this sector has been contributing to the services and infrastructure of the shire in a fair manner.

UV Non Rural - This sector comprises the rural properties outside the town area and Council considers that this sector has not been contributing to the services and infrastructure of the shire in a fair manner.

The rating effort for the Shire of Boddington over the past seven years is shown below.

5.1 (a) Total Rates by Valuation Type (\$)



The above chart highlights total rate revenues increasing from \$4.09m in 2015-2016 to 5.23m budgeted in 2021-2022. The rate yield equates to an annualised increase of 4.15%. A significant increase in UV rates and corresponding decrease in GRV rates occurred in 2017-18.

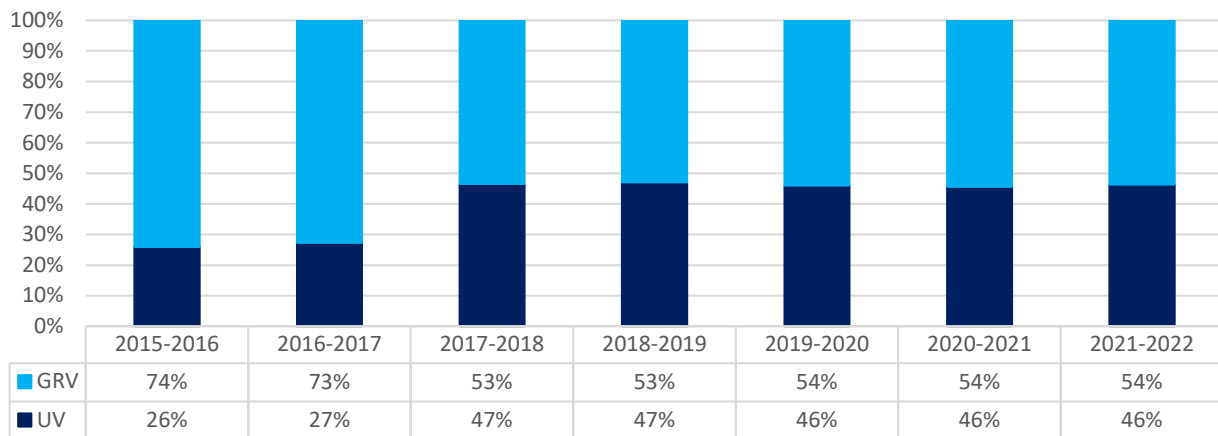
5.0 CURRENT RATING STRUCTURE (CONTINUED)

5.4 Gross Rental Value and Unimproved Value Assessments

As reported in the Shire's 2021-22 Annual Budget, there are 1202 rateable property assessments in the Shire, with 633 of those assessments valued and rated using the Gross Rental Value (GRV) method and the remaining 569 assessments valued and rated using the Unimproved Value (UV) method. Total revenue received from these assessments is estimated at \$5,225,193 in 2021-22, with \$4,853,877 to be sourced from general rates and \$371,193 from minimum payments.

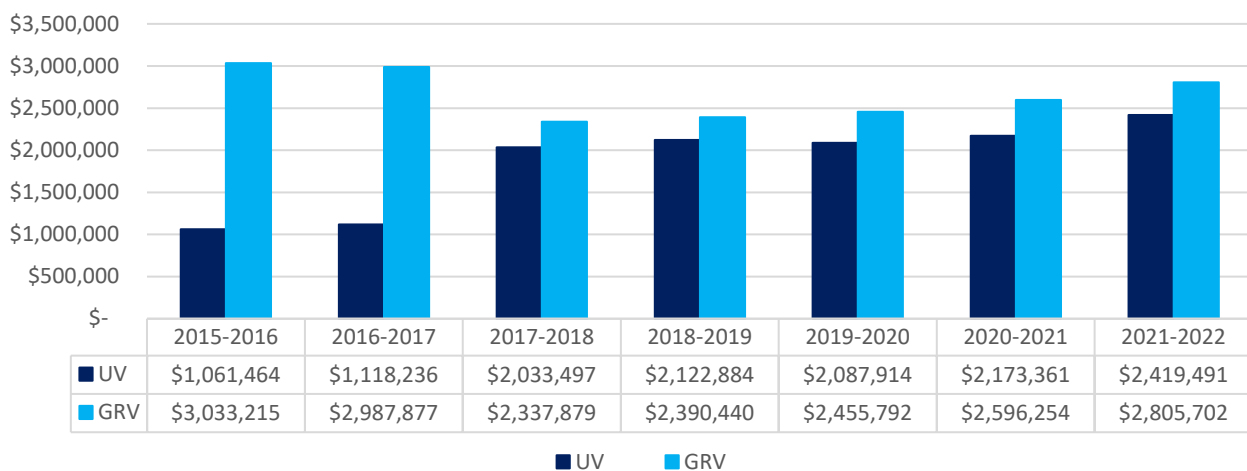
In 2015-2016, 74% or \$3,033,215 of rate revenue was sourced from GRV valued assessments, this percentage significantly decreased in 2017-2018 to a percentage of 53% then levelled with total rate revenue to be sourced from GRV assessments (projected) of \$2,805,702 or 54% for the 2021-22 financial year. The following charts show the movement and relativities of composition of General Rate revenue over the past seven years.

5.2 (a) Rates by Valuation Type (%)



A restructure of rates occurred in 2017-18, with an increase of UV rates and a decrease of GRV rates. Over the following 4 years the rate yields have risen proportionally with each other. The below graph shows the rates raised by each valuation type over the last seven years.

5.2 (b) Rates by Valuation Type (\$)



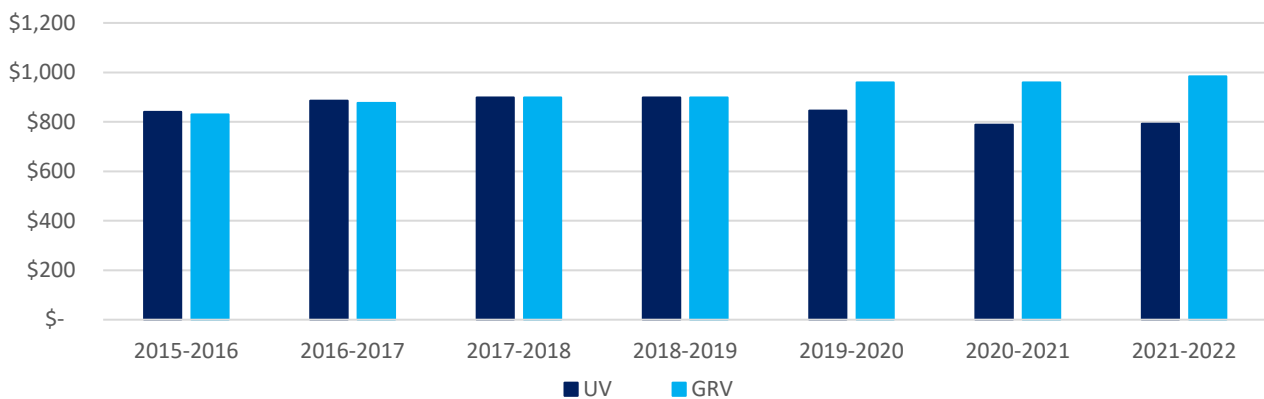
5.0 CURRENT RATING STRUCTURE (CONTINUED)

5.5 Minimum Payments

The Shire has maintained a standard minimum over the years, until a differential minimum was created for UV – Rural properties in 2019-2020. This minimum is lower than the minimum payments used for other differential categories. Following this change, a weighted average minimum payment for UV properties is utilised.

5.3.(a) Average Minimum Payments per Assessment by Valuation Type (\$)

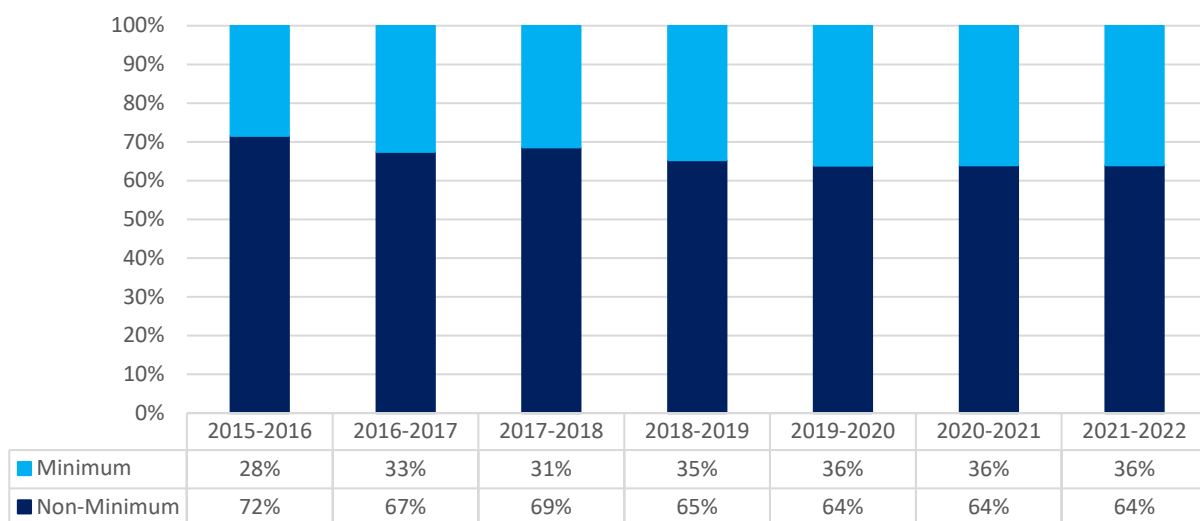
GRV minimum payments were \$830 in 2015-2016 and have risen steadily to \$984 in 2021-22. UV minimum payments increased steadily, starting from \$840 in 2015-2016 and increasing to \$899 in 2018-2019. Following the change to differential minimums, the weighted average of UV minimum payments have fallen below the rate for GRV properties, with the weighted average rate being \$792 in 2021-2022.



Council has previously stated it considers the contribution to services and infrastructure from UV properties to be fair, however no other reasoning has been given to this variation.

5.3.(b) Minimum v Non-Minimum Property Numbers (%)

The proportion of minimum payments has increased consistently from 2015-2016. This change as a percentage of the total rate yield on rateable properties is from 28% in 2015-2016 increasing to 36% in 2021-2022. A continued increase in minimum payment properties may cause statutory limits to be reached.



The high percentage of minimum payments applied to UV Rural properties means a large number of properties in this category have a low value. This indicates a number of these properties are primarily used for residential purposes with the basis of valuation not currently in line with land use. Further review of these properties is required.

6.0 COMPARATIVE LOCAL GOVERNMENTS

6.1 Comparative Data

Included within the review is the establishment of a comparison group of fourteen local governments comprising local governments within the Peel region, the neighbouring wheatbelt Shires, Shires within a similar distance to Perth and Shires consisting of traditional agricultural areas and significant mining operation. The source of the comparison data was the published 2021-22 Annual Budgets of each local government.

The local governments selected to form the group were:

Peel	Metropolitan Fringe Belt	Wheatbelt	Mining Influence
<ul style="list-style-type: none"> Shire of Serpentine Jarrahdale Shire of Murray Shire of Waroona 	<ul style="list-style-type: none"> Shire of Northam Shire of York Shire of Chittering Shire of Toodyay 	<ul style="list-style-type: none"> Shire of Wandering Shire of Williams 	<ul style="list-style-type: none"> Shire of Ravensthorpe Shire of Perenjori* Shire of Wickepin* Shire of Gingin Shire of Collie

*Shire includes Wheatbelt characteristics

A comparison of mining GRV's and UV's have been conducted with a larger collection of Shires across the states with significant mining operations. The Shires used for comparison are listed below:

<ul style="list-style-type: none"> Shire of Ashburton Shire of Bridgetown-Greenbushes Shire of Broome Shire of Carnamah Shire of Coolgardie Shire of Cue Shire of Dundas Shire of Gingin Shire of Halls Creek Shire of Irwin 	<ul style="list-style-type: none"> City of Kalgoorlie/Boulder City of Karratha Shire of Kondinin Shire of Laverton Shire of Meekatharra Shire of Menzies Shire of Mount Magnet Shire of Murchison Shire of Perenjori Town of Port Hedland 	<ul style="list-style-type: none"> Shire of Ravensthorpe Shire of Sandstone Shire of Upper Gascoyne Shire of Westonia Shire of Wiluna Shire of Wyndham-East Kimberley Shire of Yalgoo Shire of Yilgarn
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6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

A comparison with other local governments of rate revenue outcomes adds context, however, also has limited capacity to assist in the determination of an appropriate rating structure. It is however one of the few mechanisms available to the Shire to help justify rating outcomes to the community and our comparison serves to highlight the variations in rating methods used by neighbouring and similar local governments. It is important to remember local governments supply different services and, in the context of rate in the dollar movements, have different effective GRV valuation timings with GRV general valuations conducted every three to six years in regional areas of Western Australia. Rental valuations in urban centres are also influenced by geographic location and local supply and demand. These factors adversely affect a direct comparison between local governments.

The effective dates for the Gross Rental Valuations for each of the comparison group the Shires were:

- | | | | | | |
|----------------------------------|------|-----------------------|------|-------------------------|------|
| • Shire of Serpentine Jarrahdale | 2020 | • Shire of Northam | 2016 | • Shire of Ravensthorpe | 2015 |
| • Shire of Murray | 2017 | • Shire of York | 2016 | • Shire of Wickelpin | 2015 |
| • Shire of Waroona | 2020 | • Shire of Chittering | 2019 | • Shire of Williams | 2015 |
| • Shire of Collie | 2019 | • Shire of Gingin | 2016 | • Shire of Wandering | 2015 |
| • Shire of Toodyay | 2019 | • Shire of Perenjori | 2017 | | |

The issue of variable valuation timings is not applicable to UV assessments as these values are updated by the Valuer General every year.

It should also be recognised rates are not a user charge and are not determined on the extent of access to, or use of, services and facilities. Property rates are a tax and the amount paid may have no relationship to the benefit received, and often does not. To establish the relative benefits of land ownership in one local government over another, in relation to total rate revenue, requires a qualitative and quantitative assessment of services and facilities provided across all comparison local governments. This is an exercise outside the scope of this review.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.2 Gross Rental Value Assessments

The Shire of Boddington has a differential rate in the dollar with the two different rates in the dollar applying to GRV valued properties. For the purposes of analysis, we have split the General Residential properties from the Commercial/Industrial properties. Additionally, an analysis of GRV Mining has been undertaken comparing Shires from across the state.

A weighted average has been calculated to allow comparison of Shires with a simple rating structure to those with a more complex differential structure. Shires with a weighted average higher than the residential rate have other rating categories higher than the Residential rate while Shires with a lower weighted average have differential categories which are lower than the residential rate. To assist in the comparison, a simple average of the weighted rate has been calculated for the comparison group which is presented as a green line in the charts within this report.

6.3 Gross Rental Value Rates (General / Residential)

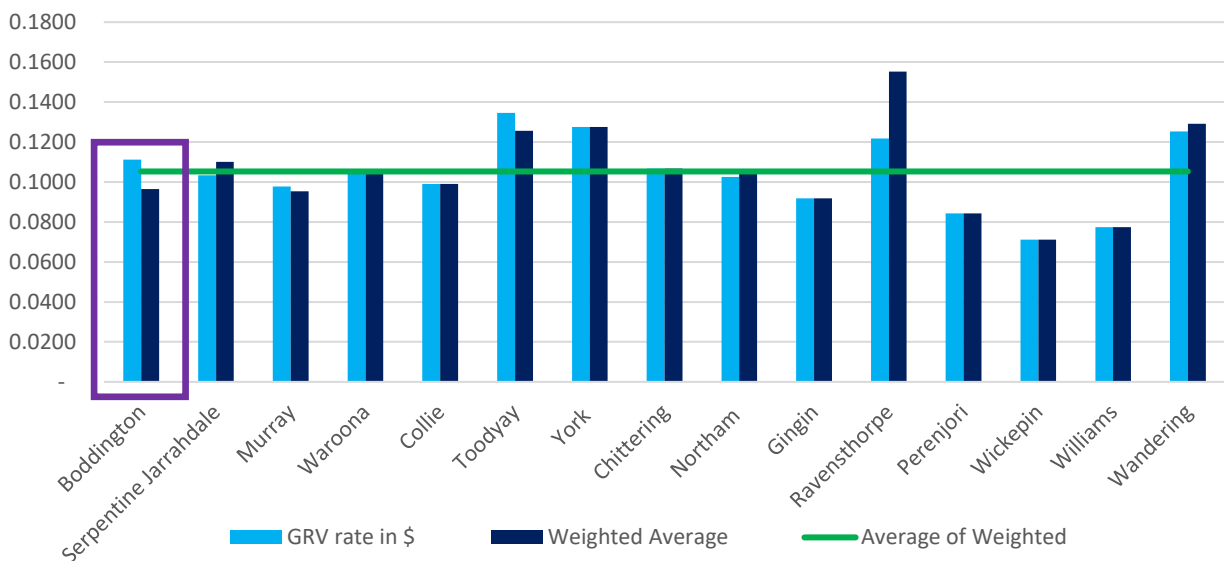
The Shire's GRV General/ Residential rate is 11.1213 cents in the dollar compared to a weighted rate of 9.6445 cents in the dollar. The lower weighted rate is due to a lower rate in the dollar of GRV Mining, which is 9.01460.

These rates have been compared against the General/ Residential and weighted rates of our comparison councils in addition to the showing average of the weighted rates.

The Shire's residential rate is higher than the average while the GRV weighted average is lower than the comparison group.

Comparing against subsets of our comparison group, the Shire's General rate is lower than the metropolitan fringe belt shires (11.7875 cent in the dollar) and higher than the Peel region shires (10.2050 cents in the dollar). Comparing the weighted average rate, the Shire has a lower weighted average than the average weighted cents in the dollar of both the Peel and Metropolitan fringe belt Shires (10.3528 and 11.6049 cents in the dollar respectively). The Wheatbelt Shires have a lower rate in the dollar, however, it is largely influenced by their lower valuations.

6.3 (a) GRV Rate in the Dollar (General / Residential) and Weighted Average

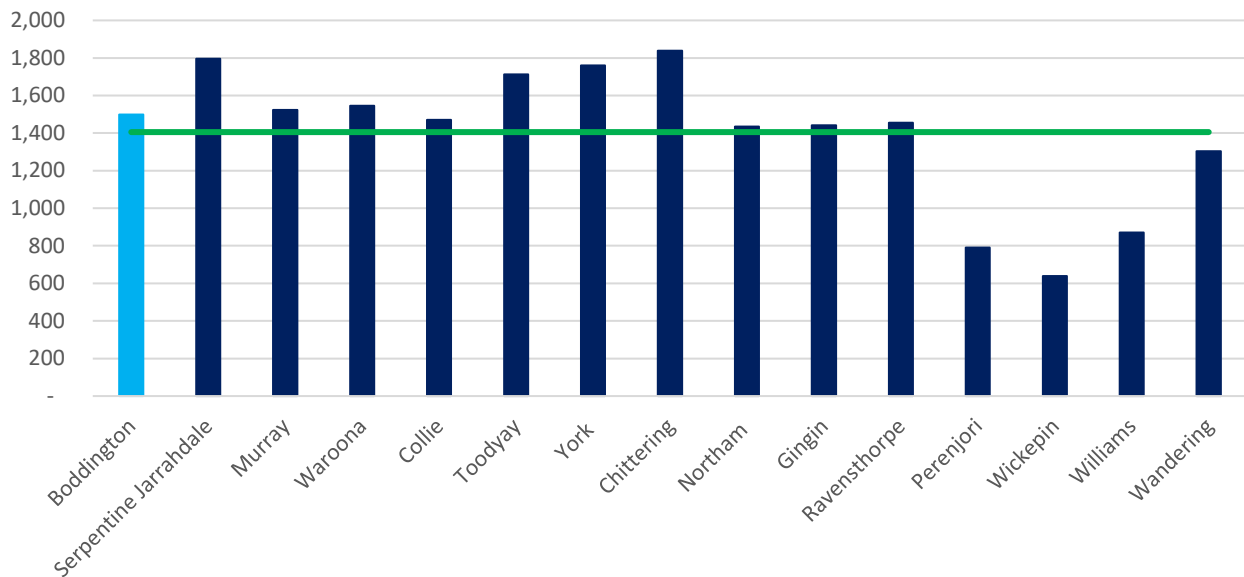


6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.3 Gross Rental Value Rates (General / Residential) (Continued)

Another method of comparison is the average rate revenue levied per assessment which equates to the average rate burden per property.

6.3 (b) GRV Average Rate Revenue Per Assessment (General / Residential)



The Shire's average rate revenue forecast in 2021-22 per each General / Residential GRV property assessment is \$1,499 per assessment, which is above the comparison group simple average of \$1,405 per assessment. The metropolitan fringe belt average yield is \$1,687 while the Peel Shires average rate is \$1,622. The smaller wheatbelt shires have a lower rate per assessment, however this may be impacted by the delivery of less services or the choice to raise funds from other sections of their community.

Consideration should be given to the structure of GRV rates. While the Residential and General rate are roughly in line with other Shires, when comparing both rates in the dollar and rate revenue per assessment, the weighted average being below the Residential and General rate may indicate this section is contributing at a higher level than other differential categories. Consideration may need to be given to the use or available to use Shire services and infrastructure by each category, however a simple single rate for GRV could provide fairness and equity across all ratepayers.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.4 Gross Rental Value Rates (Commercial / Industrial)

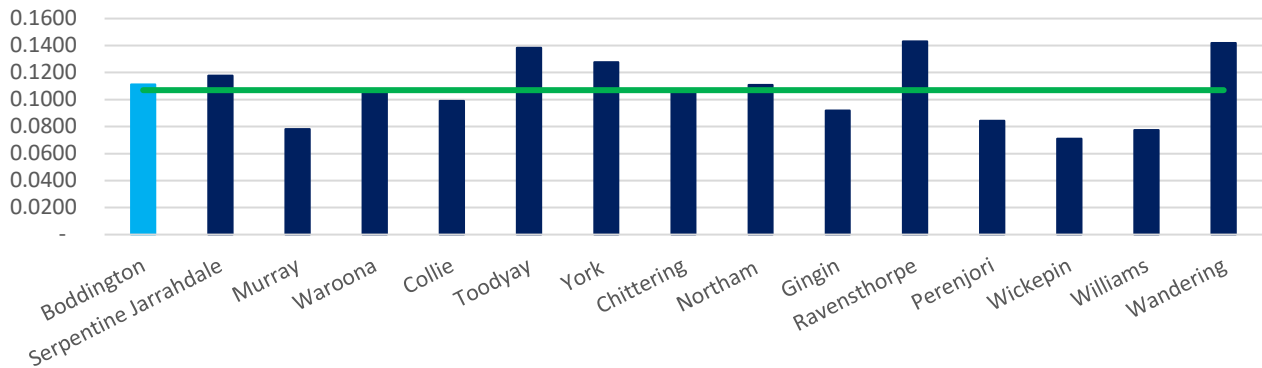
The Shire's rate applied to Gross Rental Value (GRV) commercial / industrial property assessments for 2021-22 was 11.1210 cents in the dollar compared to the comparison group rate in the dollar of 10.6976 cents in the dollar.

These rates apply to property assessments with a predominant land use of commercial and industrial GRV designation within each district. Whereby a differential rate for commercial/ industry was not present, the general rate which would apply to these properties was utilised.

The Shire where differential rates for Commercial or Industrial were utilised were the Shires of Serpentine Jarrahdale, Murray, Toodyay, Northam, Ravensthorpe, Williams and Wandering.

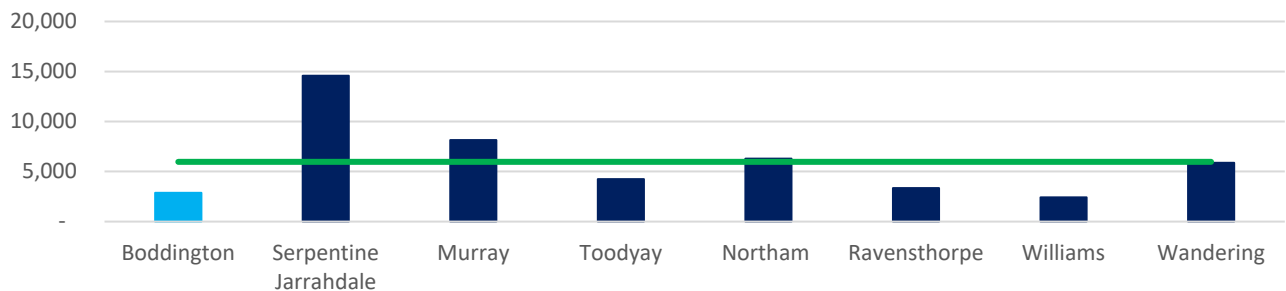
The applied rate in the dollar as seen in the below graph is roughly in line with the comparison group local governments.

6.4 (a) GRV Rate in the Dollar (Commercial / Industrial)



A comparison has also been made on a per assessment basis. This comparison is made only with Shires with a differential commercial or industry rate, as they are the only Shires with information available to do so.

6.4 (b) GRV Average Rate Revenue Per Assessment (Commercial / Industrial)

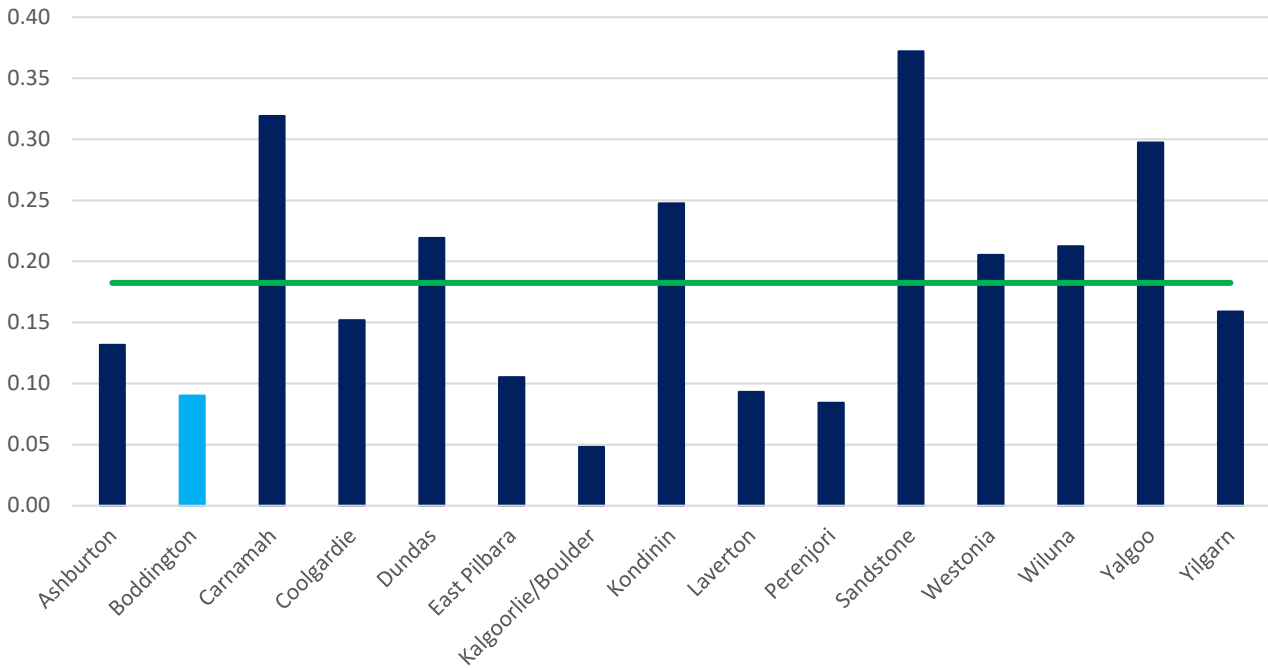


Whilst the rate in the dollar is in line with the average for the comparison group, reviewing the levied per assessment yield against the calculable average for the comparison group, the Shire's rate per property of \$2,875 is below the average of \$5,971. Removing the outlier (Shire of Serpentine-Jarrahdale) the average for the other properties is \$4,742, which is still above the Boddington Rate. Therefore, in a comparison against other Shires the contribution from commercial and industrial properties are in line with their value and due to their lower value lower than the comparative Shires. Any change from the current rate will need to be undertaken with consideration of fairness currently in place.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.5 GRV Rate in the Dollar Mining

GRV mining rates in the dollar have been compared against a wider cross section of Shires with considerable mining operations. The Shire of Boddington’s mining rate for 2021-2022 was 9.0161 cents in the dollar while the average for the comparison group was 18.24515 cents in the dollar. Only two out of the comparable 14 shires had a rate in the dollar lower than the Shire of Boddington.



It may therefore be concluded the contribution made by GRV Mining properties is lower than the comparison amounts across the state. It has also been noted the rate is lower than the rate paid by other GRV properties within the Shire of Boddington. As previously stated, consideration needs to be given to this differential rate meets the objective of fairness and equity and whether the incentive created by having a lower rate is in line with the goals of the Shire’s Strategic Community Plan.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.6 Minimum Payments

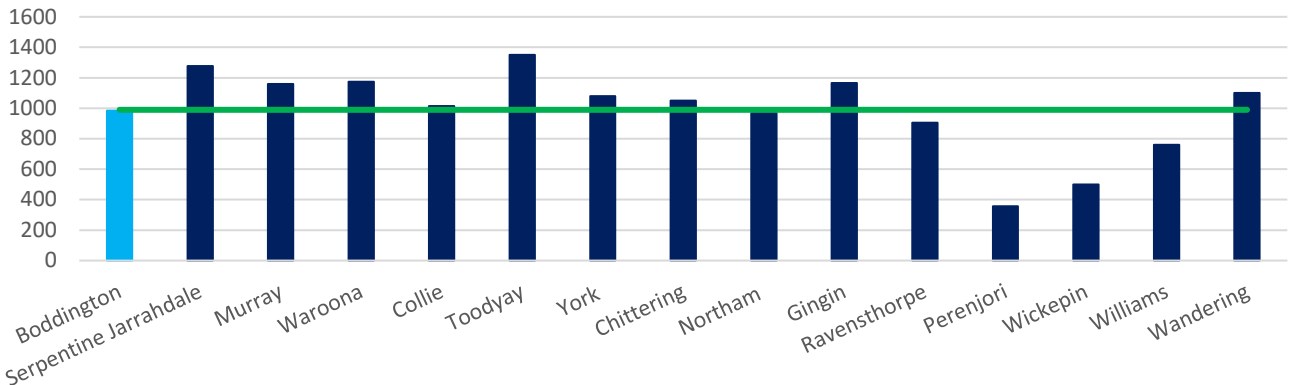
Use of minimum payments is one of the many tools available to local governments in achieving rating outcomes. Minimum payments make comparison of the rate in dollar complicated as one local government may have a minimum payment set close to the statutory threshold which enables it to have a lower headline rate in the dollar. To allow for this, we have calculated the effective rate in the dollar for each differential rating category. The effective rate in the dollar is calculated as the total rate yield from general and minimum payments divided by the total rateable value of the same properties. The effective rate in the dollar will be higher than the actual rate in the dollar where several properties are subject to a minimum payment.

6.7 Comparison Group Minimum Payments (GRV)

6.7 (a) Minimum Payments – GRV General/ Residential

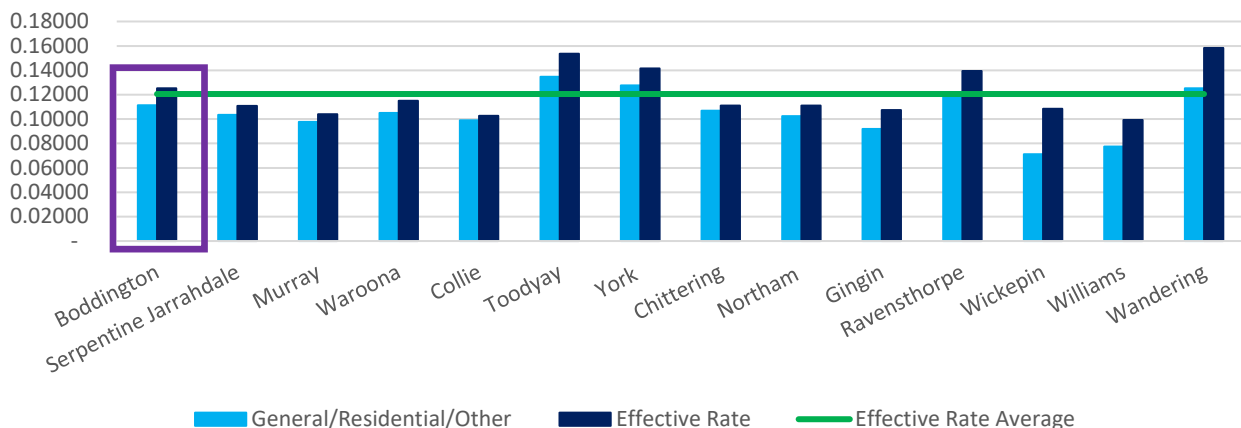
The Shire set a minimum payment for 2021-22 of \$984 for all GRV assessments.

The Shire's minimum payment is in line with the comparisons group average minimum payment of \$990 for General/ Residential. Although in line with the average, the Shire of Boddington's minimum payment does fall under the rate for many comparable size councils and the metropolitan fringe belt councils, with smaller wheatbelt Shires lowering the average.



6.7 (b) Minimum Payments – GRV General/ Residential and Effective Rate

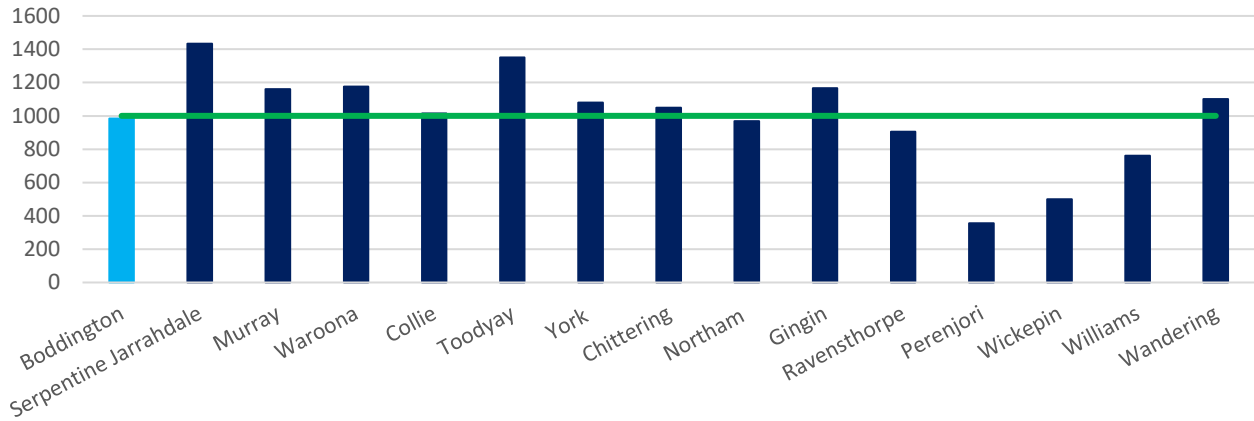
The Shire of Boddington has a higher effective rate due to the minimum properties. This effective rate is 12.5250 compared to an average of 12.0540. This difference is due to a proportionally higher average number of minimum payments than the comparison group.



6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.7 (c) Minimum Payments – GRV Commercial Industrial

The below graph shows the comparison for GRV Commercial and Industrial properties. Where no differential minimum is available, the general minimum had been graphed. This shows the Shire of Boddington minimum of \$984 is roughly in line with the comparison average of \$1,000.



6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.8 Variations In Gross Rental Value Rating Structures

In assessing the variations in rating structures within the comparison group, various simple and complex structures are used across the different Shires. Of the 15 Shires including Boddington, eight shires have the same rate for all GRV properties while seven, inclusive of Boddington have differential rates.

On examination of the GRV Mining, we noted the primary purpose was for Transient Workforce Accommodation. Therefore, we have compared the amount to this category below.

With the exception of the Shire of Murray the commercial and industrial rate in the dollar is higher than the general/residential rate in the dollar where a differential rate is raised.

The following table is a summarised outline of the various GRV rates applied across the comparison group in 2021-22:

	General/Residential/Other	Transient Workforce Accom.	Commercial Industrial	Commercial	Industrial	Other - Vacant	Special Rural/Special Use	Special Rural Residential
Boddington	0.11121	0.09016						
Serpentine Jarrahdale	0.10332		0.11776			0.18930		
Murray	0.09775			0.07820				
Waroona	0.10508							
Collie	0.09898					0.09898		
Toodyay	0.13462			0.14266	0.12484		0.12449	0.11786
York	0.12760							
Chittering	0.10679							
Northam	0.10249		0.11087					
Gingin	0.09189							
Ravensthorpe	0.12185	0.32746		0.13683	0.16061			
Perenjori	0.08437	0.08437						
Wickepin	0.07112							
Williams	0.07734		0.07734					
Wandering	0.12531		0.14192					

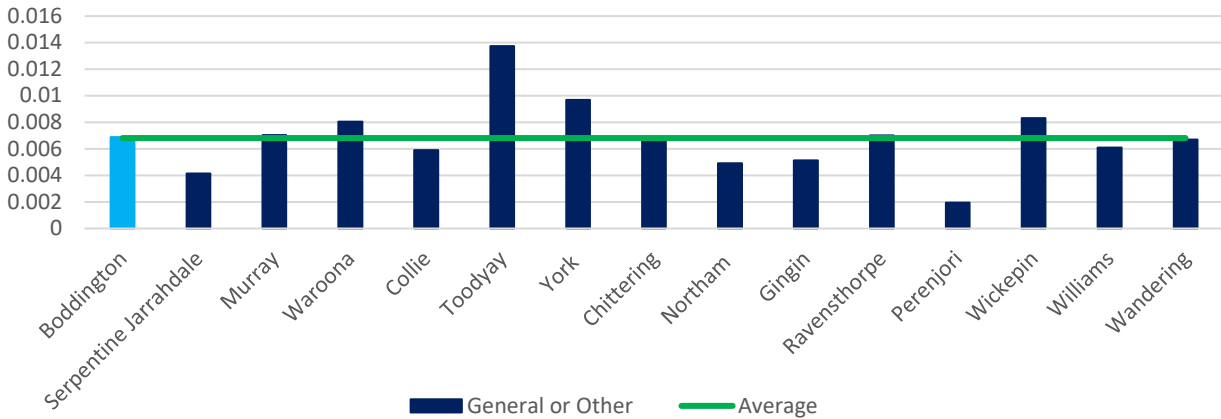
6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.9 Unimproved Value (UV) Assessments

The Shire has a differential UV rate in the dollar, with three rates in the dollar for rural, mining and non-rural properties valued on an Unimproved Value basis.

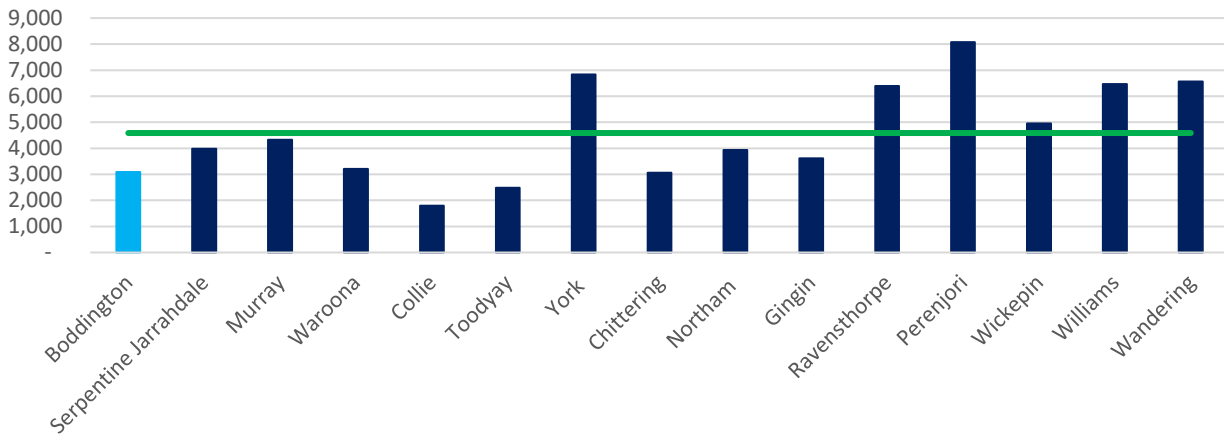
6.10 Unimproved Value Rates (Rural)

6.11 (a) UV Rate in the Dollar (Rural)



The Shire of Boddington is in line with the average of the comparison group with a rate in the dollar of 0.6884 compared to the average of 0.6813.

6.10.(b) UV Average Rate Revenue Per Assessment (Rural)



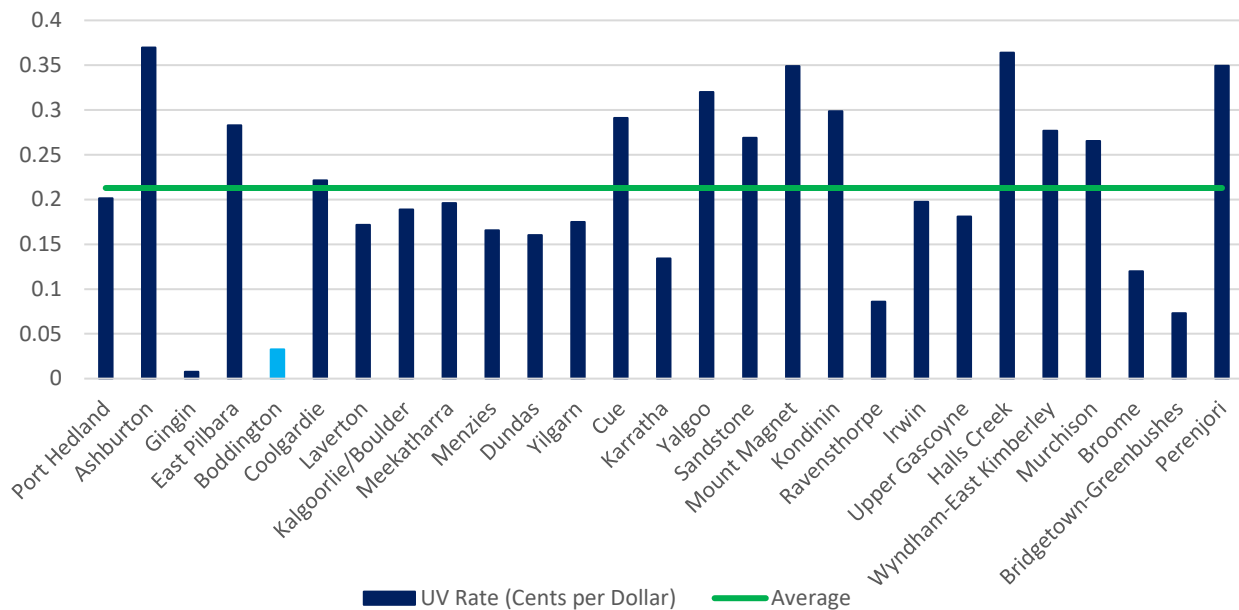
The average levy per assessment for UV general properties for the comparison group is shown below. The average across the group is \$4,587 compared to the Shire of Boddington rate per assessment of \$3,090. Shires with a higher proportion of large UV properties used for large scale broad acre farming will have higher rates per assessment. This is reflected in the graph. Due to the higher proportion of hobby farming and the impact of mining in the district, it would be expected the Shire has a lower rate per assessment.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.11 Unimproved Value Rates (Mining)

Mining comparisons have been created against rates across the whole state. This comparison has been used to demonstrate the significant mining activity to other districts of varying size and nature.

6.12.(a) UV Rate in the Dollar (Mining)



The Shire of Boddington mining rates are significantly lower than those across the State. The Shire's rate applied to Unimproved Value (UV) mining property assessments for 2021-22 was 3.2646 cents in the dollar, compared to the group simple average of 21.2851 cents in the dollar. This is a large deviation with some shires having a rate over 10 times higher than the Shire of Boddington.

The method of valuation used by Landgate for mining tenements is different to the valuation methodology used for other UV properties. In relation to its valuation Landgate states "there are certain exceptions where the UV is based on a statutory formula, such as a fixed rate per hectare or a multiple of the annual rent. These exceptions include mining tenements, leases of Crown Land under the Land Administration Act 1997 for the purpose of grazing, leases under agreement acts, and land held under the Conservation and Land Management Act 1984."⁷

The difference in valuation methodology has led a number of local governments to adopt a UV mining rate well above the statutory limit of double the UV rural rate after receiving ministerial approval.

⁷ (How is the UV determined on rural land?, 2021)

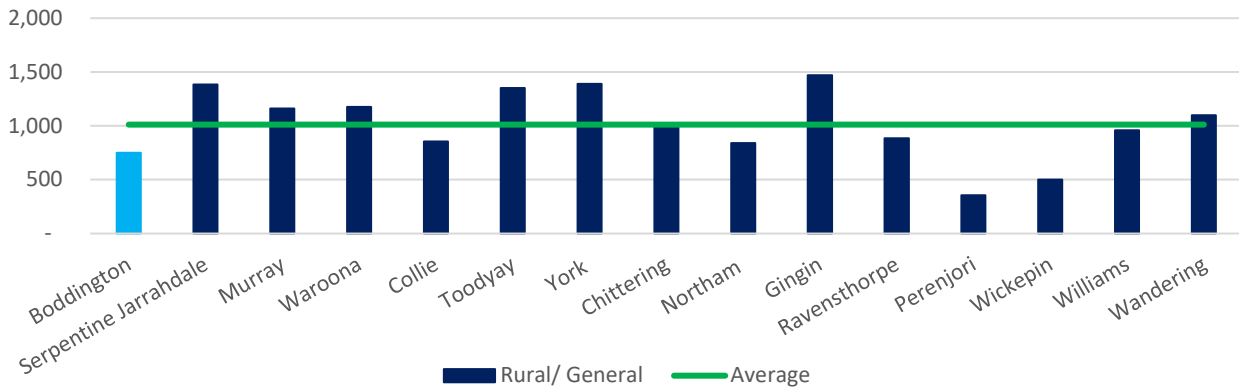
6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.12 Comparison Group Minimum Payments (UV)

The Shire set an average minimum payment for 2020-21 of \$792 for UV assessments with its most common UV rate being the Rural minimum of \$750. This is substantially lower than the minimum payment for GRV assessments of \$984. The Shire’s Rural UV rate is the only minimum payment to be less than \$984 for GRV and UV categories.

On examination of the current rating structure, we noted the number of minimum properties for both the UV Rural and UV Mining were close to statutory limits. Consideration of these limits will be required when determining the future level of UV minimum payments. Additionally this indicates current land use for UV Rural properties may not be in line with rural usage but rather be residential in nature. Further review of current land use for small low value UV rural properties is required to ensure the basis of valuation is appropriate.

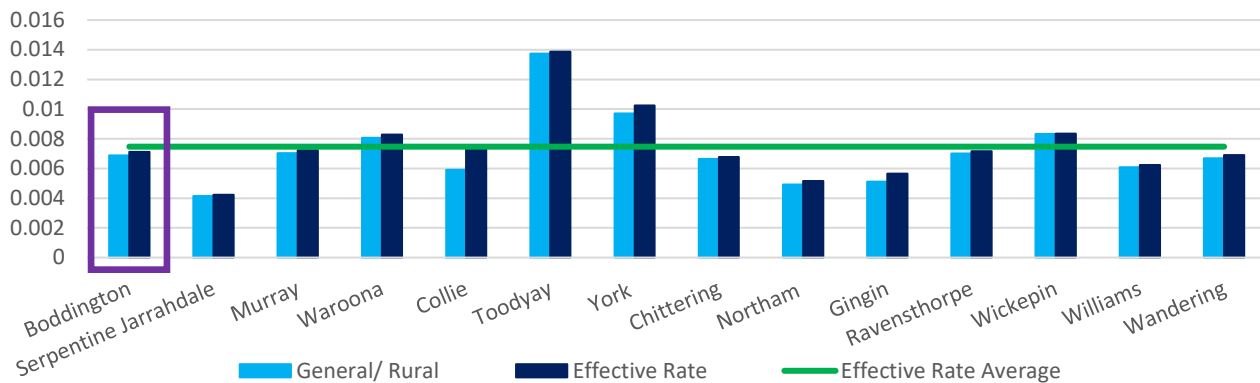
6.13 (a) Minimum Payments – UV General/ Rural



The Shire’s UV General/ Rural minimum payment is below the average in the comparison group as reflected in the chart above. Consideration is needed for the basis of minimum payments for Rural properties to remain at a lower rate than other GRV properties.

6.13 (b) Minimum Payments – UV General/ Rural and Effective Rate

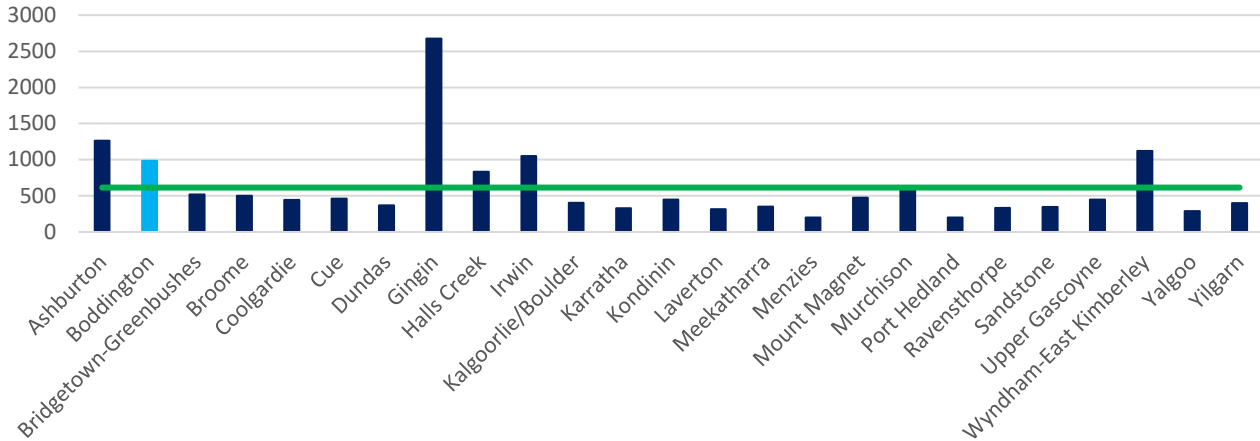
The below graph shows the effective rate compared to the average rate and rate in the dollar for General/ Rural properties. Where Shires have more complex UV structure some like for like properties within this category may not be included, however overall the comparison is reasonable for comparison. Perenjori has been removed within this comparison as required information for this calculation was not available.



The above graph shows the Shire of Boddington with a lower effective rate than the average.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.13 (c) Minimum Payments – UV Mining



The Shire’s UV Mining minimum payment sits above the average across comparable mining minimum payments. Only a few Shires have a higher minimum payment in the comparison group. Consideration will need to be given to whether this is appropriate, however consistency across the shire rating categories is a key consideration and reasoning will be required to have a lower minimum payment than other categories.

6.0 COMPARATIVE LOCAL GOVERNMENTS (CONTINUED)

6.13 Variations in Unimproved Value Rating Structures

In assessing the variations in rating structures within the comparison group, various simple and complex structures are used across the different Shires and Shires with a different nature. Of the 15 Shires including Boddington, seven shires have the same rate for all UV properties while eight, inclusive of Boddington have differential rates.

Of those with mining rates, all have rates higher than the general rate. Only one other Shire has a separate category serving a similar purpose to the non-rural UV category utilised by the Shire of Boddington, this being the Shire of Serpentine-Jarrahdale. The Shire of Serpentine-Jarrahdale's rate is also higher than the general rate but not by the same magnitude as the Shire of Boddington.

The following table is a summarised outline of the various UV rates applied throughout the comparison group in 2021-22:

	Commercial/Industrial	General or Other	Intensive Agriculture	Mining	Mining Exploration Prospecting	Mining/Rural Industrial	Rural Local	Rural Agriculture	Rural Residential
Boddington		0.006884	0.025432	0.032646					
Serpentine-Jarrahdale	0.0062	0.00414	0.00827						0.00434
Murray		0.007032							
Waroona		0.00806							
Collie		0.00591							
Toodyay		0.01375						0.00886	
York		0.009698							
Chittering		0.00665							
Northam		0.004913					0.006224		0.009075
Gingin		0.00512		0.007610	0.00761				0.00512
Ravensthorpe		0.00701		0.085930					
Perenjori		0.001938		0.003494	0.002601				
Wickepin		0.008319							
Williams		0.00609							
Wandering		0.01597				0.00669			

7.0 RATING AND COSTS OF SERVICES

The five principles of rating do not consider the costs of service provision when determining rating structures as rates are not intended to be set based on a on the costs of services a ratepayer or group of ratepayers receives. Ensuring fairness and equity in rating does however require consideration of the costs of provision of services which are primarily of benefit of a small number of ratepayers

The Shire of Boddington has unique considerations when trying to achieve fairness and equity, due to the wide uses of land within the district and the large impact of mining within the district.

7.1 Land Use in the District

Outside of the townsite predominant land use is mining, agriculture and hobby farming.

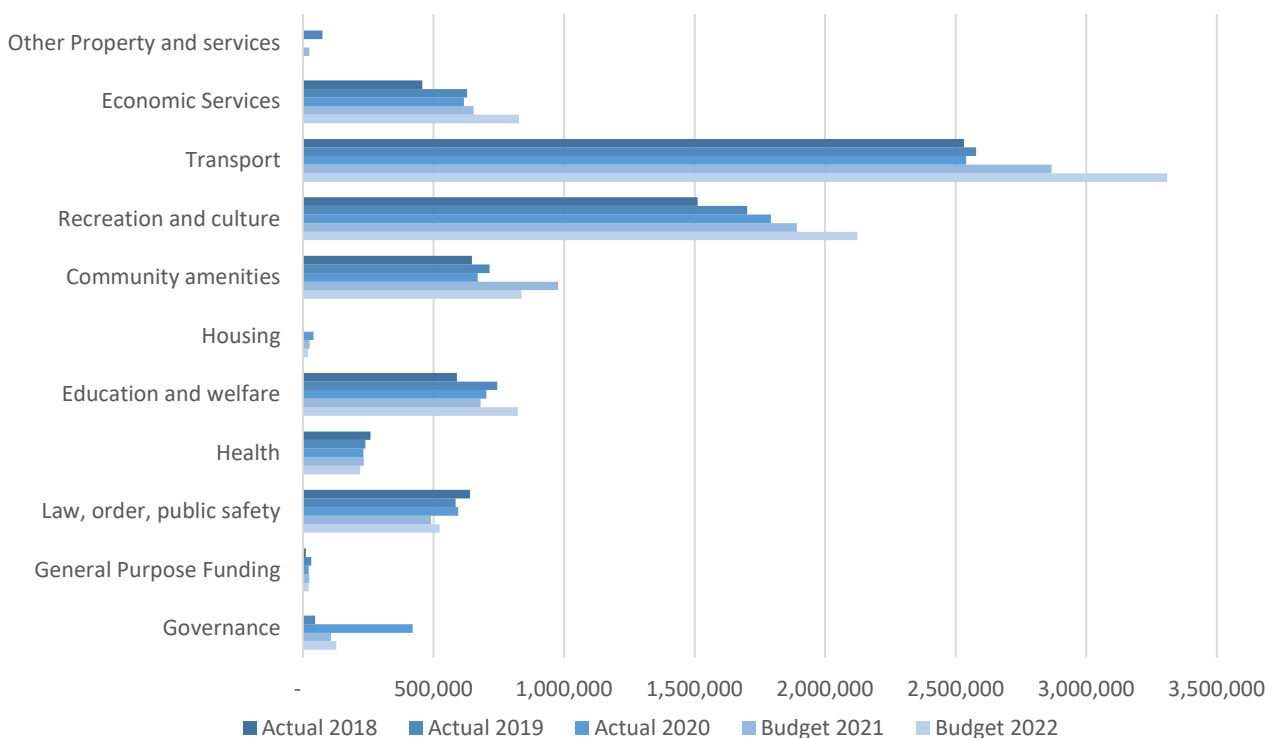
Rateable land use within the townsite is largely either residential, commercial or industrial land.

7.2 Costs of Services

The Shire does not maintain detailed cost analysis of the services it provides to any particular sector of the community. Costs by program represent a broad analysis of services across the district.

Operating expenses by program over the last 5 years are shown in the chart below. Expenditure on the transport program is clearly the dominant expenditure item and on average is approximately just over one third of rate revenue over the five year span.

7.2 (a) Operating expenditure by program 2018-2022



The escalation in expenditure within the Recreation and Culture and Transport programs is very pronounced. Recreation and Culture and Transport expenditure increases require additional rate revenue to fund them unless additional external grants are received. Consideration of the primary users of roads should be considered, with larger agricultural and mining plant often have a larger impact on road degradation than smaller and lighter vehicles from residential areas.

8.0 RATING AND STRATEGIC DOCUMENTS

8.1 Current Strategic Documents

The Shire's 2019-2029 Strategic Community Plan was based on the Shire's vision of a vibrant and connected community, providing employment and lifestyle opportunities and a beautiful natural environment, surprisingly close to the coast and city.

The strategic plan is based on the following three pillars:

- Pillar 1: A vibrant and connected community
- Pillar 2: A thriving and diverse economy
- Pillar 3: A healthy, clean, green and sustainable environment

Also key to the plan was for the increase and diversification of the population and the development of the economy.

A four year financial forecast is included in the Corporate Business Plan. The forecast including large spending on roads and bridges and on the town foreshore.

8.2 Impact of strategic documents on rating

The objectives listed in the strategic plans are central to the rating decisions of the Council. With a strong focus on the development of the population and the economy rating decisions should be undertaken to support these goals. Some considerations should be given in the support of the plan are:

- Is the structure of rates sufficient to support the increase of the population and the development of the economy;
- Whether these objectives should be supported through rating or other council actions;
- The role of mining and mining camps in the support of the 3 pillars.

9.0 CURRENT RATING CONSIDERATIONS

9.1 Rate Scenario Modelling

Rates scenario modelling provides for countless possible combinations for differential rates and minimum payment levels and is only worth undertaking once key decisions in relation to the following matters have been made:

- Desired total rate yield;
- Desired rate yield per valuation category;
- Optimal minimum payment level; and
- Level of waste charges included within the rate.

When examining options for differential rating scenarios an understanding of the capacity of one group of ratepayers to pay more than another is needed.

9.2 Ministerial Approval

Due to the potential for a differential rate to target ratepayers for a higher average rate contribution than would otherwise be the case, restrictions apply to the highest differential rate not being permitted to be more than twice the lowest differential rate unless Ministerial approval is obtained before setting and imposing the rate.

Significant risks, time delays and administrative burden exists where a local government must obtain Ministerial approval. In order to reduce these risks and maintain compliance with rating principles, where possible, the Shire should avoid setting differential rates requiring Ministerial approval.

10.0 FUTURE RATING CONSIDERATIONS

When considering future rating levels, Council should always be guided by the five overarching rating principles detailed below. These principles are aligned to the Department's principles and should ideally be captured within Council Policy.

10.1 Overarching Principles

Objectivity

As far as possible, the predominant use of land should be reviewed and determined based on an objective assessment of relevant criteria. External parties should be able to understand how and why each determination was made.

Fairness and equity

Rating principles should be applied fairly and equitably. Each property should make a fair contribution to rates based on a method of valuation appropriately reflecting the predominant use.

Consistency

Rating principles should be applied, and determinations made, in a consistent manner. Like properties should be treated in a like manner.

Transparency

Systems and procedures for determining the method of valuation of land should be clearly documented and available for the public to inspect. This is fundamental to the "good government" principle the Act is based upon. The right to govern accompanies the obligation to do so openly and fairly.

Administrative efficiency

Rating principles and procedures should be applied and implemented in an efficient and cost-effective manner.

10.2 Policy considerations

Where there is a lack of legislative clarity policies aligned to the overarching rating principles should be adopted by Council to guide officers in developing procedures and any assessment required of them. Two common areas where adoption of a Council Policy may assist the Shire in achieving the overarching rating principles are:

- Rate exemption status of properties; and
- Making of an application to the Minister for a change in valuation method of a property.

Council Policy may provide further guidance to officers when undertaking rate modelling through establishment of further principles such as:

- Whether statutory limits may be exceeded subject to Ministerial approval;
- Circumstances where differential rating may be considered in line with the overarching principles;
- The basis for determination of minimum payment levels;
- Use of concessions, waivers or discounts; and
- Inclusion of waste collection charges within the general rate.

Each of these policy areas is discussed further over the page.

10.0 FUTURE RATING CONSIDERATIONS (CONTINUED)

10.2.1 Rate Exempt Status

Local governments are required to rate all properties in the district, except properties exempt by Section 6.26 of the *Local Government Act 1995*.

Conditions pertaining to certain:

- Crown land;
- Local government land;
- Regional local government land;
- Religious use land;
- Education use land;
- Charitable use land;
- Agricultural use land; and
- Other land by law or Ministerial declaration

may render the property to be non-rateable.

Determining the validity of the ratepayers claim for non-rateable status of their property may in certain cases be subjective, especially in relation to a charitable status of a property.

Policies designed to assist in determining the rateability status of properties may provide guidance to the community aligned to the principles of objectivity, fairness and equity, consistency, transparency and administrative efficiency. The Policy would define the basis for the determination and the frequency of the application needing to be made.

10.2.2 Change In Valuation Method

Section 6.28 of the *Local Government Act 1995* requires local governments to rate all properties based upon the method of valuation determined by the Minister.

Where the land is used predominantly for rural purposes, the valuation method is the unimproved value of the land. Where the land is not used predominantly for rural purposes, the valuation method is the Gross Rental Value of the land.

As land use changes, application to the Minister may be required for a change in the basis of valuation. The Department has issued guidance on what is required to make this application to the Minister. The subjective nature of the decision means the process of applying to the Minister may be time consuming and may create tension with landowners. Policy providing a decision process to be followed and assist in the determination of when to make an application may assist in upholding the rating principles.

10.0 FUTURE RATING CONSIDERATIONS (CONTINUED)

10.2.3 Consideration of Differential Rating Circumstances

Section 6.33 of the *Local Government Act 1995* enables local governments to impose differential rating on properties based on zoning, purpose, if vacant or not, or other prescribed characteristics.

In adopting variations to a single rate in the valuation dollar, Council also considers the variation to uniform rating as necessary to achieve a more equitable outcome.

Council may consider imposing a single rate in the dollar for all GRV properties and two rates in the valuation dollar for properties rated using an Unimproved Value (UV). This would be due to a difference in valuation methodology, with the differential rates being for:

- Mining lease property assessments; and
- Rural property assessments.

10.2.4 Minimum Payment Level Determination

Section 6.35 of the *Local Government Act 1995* permits a local government to impose a minimum payment on any rateable land in the district greater than the general rate otherwise payable on the land.

The purpose of a minimum payment is to ensure all assessments make a minimum contribution in rates regardless of the assessment valuation.

A maximum of 50% of properties where this minimum payment may be applied is currently legislated, with conditions applying.

One option to guide the determination of the level of minimum payments is to determine the net cost of services which exhibit the general characteristics of a 'public good'. These are non-exclusive services where consumption does little to diminish their value. Included would be general-purpose funds from the Federal Government and the net cost of those services of benefit to all ratepayers such as community health and safety, transport and planning.

A positive rating strategy adds certainty and predictability to the rate setting process. Although it may be attractive to seek a formula for setting minimum payment levels in a similar way to shown above, this may not always result in consistent rating outcomes. Some form of averaging may be required as the net cost of services may change from year to year for valid purposes leading to inconsistency. For this reason, a conceptual framework for the level of minimum payments should be established within a policy, rather than a rigid formula driven process.

The policy could define the aim of covering the average cost of 'public good' services whilst also setting maximum thresholds lower than the statutory thresholds which only apply to the uniform rate. The policy may also require a uniform minimum payment regardless of the basis of valuation.

10.0 FUTURE RATING CONSIDERATIONS (CONTINUED)

10.2.5 Application of Concessions

Changes in the rating structure will have varying degrees of impact on individual ratepayers.

Section 6.47 of the *Local Government Act 1995* permits Council to resolve to grant a concession in relation to a rate or service charge.

Council may consider the financial impact on those most significantly impacted by rating changes as a suitable reason to apply a concession. Using concessions in such broad terms to adjust for valuation changes is not sustainable and conflicts with the general premise under the Act, rates should be determined by the value of the property. The application of concessions is also difficult to manage administratively.

Concessions may also be considered where extenuating circumstances negatively impact one group of ratepayers (e.g. some form of natural disaster occurs). The determination of the suitability of the application of a concession, and the level and details of any such concession, are subjective and ideally guided by Council policy.

Practical problems exist in relation to concessions where changes occur to properties during the year.

10.2.6 Combining Waste Collection Charges with Rates

The *Waste Avoidance and Resource Recovery Act 2007* confers the obligation of undertaking waste services to local governments as well as the power to impose waste collection rates and charges.

Nothing within this legislation requires the local government to charge for these services.

We are aware of local governments within Western Australia where the waste service is effectively incorporated into the property rates. Inclusion of basic waste charges within the rate in the dollar simplifies administrative requirements and permits eligible pensioners to access a greater level of rebate from State government than would otherwise be possible. Inclusion of waste charges within the rate in the dollar results in exempt properties not incurring a charge for standard waste collections, resulting in rateable properties covering the cost of providing all services to exempt properties.

Determination of the suitability of this position as applicable to the Shire is a matter best determined by Council policy.

OTHER MATTERS

References

- How is the UV determined on rural land?* (2021, June 19). Retrieved from Landgate:
<https://www0.landgate.wa.gov.au/for-individuals/property-valuations/unimproved-value/accordions/how-is-uv-determined-on-properties-zoned-rural>
- Local Government Act 1995.* (2022, March 31). Retrieved from www.legislation.wa.gov.au:
[https://www.legislation.wa.gov.au/legislation/prod/filestore.nsf/FileURL/mrdoc_44720.pdf/\\$FILE/Local%20Government%20Act%201995%20-%20%5B07-y0-00%5D.pdf?OpenElement](https://www.legislation.wa.gov.au/legislation/prod/filestore.nsf/FileURL/mrdoc_44720.pdf/$FILE/Local%20Government%20Act%201995%20-%20%5B07-y0-00%5D.pdf?OpenElement)
- Local Government Operational Guidelines - Changing Methods of Valuation of Land.* (2012, March). Retrieved from www.dlgsc.wa.gov.au: https://www.dlgsc.wa.gov.au/docs/default-source/local-government/operational-guidelines/operational-guideline-2-changing-method-valuationd2c5cfad16cf45fc9e3c86e3769ea619.pdf?sfvrsn=15c9c4b1_1
- Rating Policy Differential Rates (s.6.33).* (2016, March). Retrieved from www.dlgsc.wa.gov.au:
https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dlgsc.wa.gov.au%2Fdocs%2Fdefault-source%2Flocal-government%2Frates%2Frating-policy-differential-rates.docx%3Fsfvrsn%3D482a3929_1&wdOrigin=BROWSELINK
- Shire of Boddington Approved Budget 2021-2022.* (2021, November 5). Retrieved from www.boddington.wa.gov.au: <https://www.boddington.wa.gov.au/documents/12348/adopted-budget-2021-2022>
- Shire of Boddington Local Planning Strategy.* (2018, September). Retrieved from www.boddington.wa.gov.au:
https://www.boddington.wa.gov.au/Profiles/boddington/Assets/ClientData/Local_Planning_Strategy__Sep_2018__final_signed_for_website.pdf
- Strategic Community Plan 2019-2029.* (n.d.). Retrieved from www.boddington.wa.gov.au:
<https://www.boddington.wa.gov.au/documents/2157/strategic-community-plan-2019-2029>
- Information sourced for comparison Local Governments listed in section 6.1 comes from 2021/2022 Annual Budgets sourced from their websites.

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9.2.2 Adoption of the 2020/21 Annual Report

File Reference: 3.0005
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.2A 2020/21 Annual Report

Summary

Council is requested to adopt the 2020/21 Annual Report, together with the Annual Financial Report and Auditors Report.

Background

Section 5.54(1) of the Local Government Act 1995 requires Council to receive the Annual Report no later than 31 December after that financial year. Section 5.54(2) states that if the auditor's report is not available in time for the annual report for a financial year to be accepted by 31 December after that financial year, the annual report is to be accepted by the local government no later than 2 months after the auditor's report becomes available.

Section 5.27(2) requires a date to be set for the Annual Electors' Meeting to be held no later than fifty-six (56) days after receiving the Annual Report.

Comment

Council received the 2020/21 Independent Auditors Report and signed Annual Financial 7 April 2022. Council therefore, must adopt the Annual Report by 6 June 2022.

In accordance with the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996, the Annual Report which includes the Annual Financial Report and Audit Report for the year ending 30 June 2021 has been prepared and is attached at 9.2.2A.

Following adoption of the Annual Report, Council is required to hold an Annual Electors Meeting within 56 days of acceptance of the report (by Thursday 14 July 2022). It is proposed to hold the Annual Electors Meeting on Thursday 23 June 2022 at 6:30pm.

Consultation

Office of the Auditor General
AMD Chartered Accountants

Strategic Implications

Nil

Legislative Implications

Local Government Act 1995 Sections:

5.27(2) – Calling of Annual General Meeting of Electors

5.53 – Contents of Annual Report 5.54 – Acceptance of Annual Report

5.55 – Notice of Annual Report 5.55A – Publication of Annual Reports

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Lack of compliance with legislation is the key risk regarding this recommendation
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational, compliance
Risk Action Plan (controls or treatment proposed)	No further actions proposed

Options

1. Adopt the Annual Report as presented
2. Modify content of the Annual Report, as far as is permitted by legislation

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

- 1. Adopt the Annual Report for the 2020/21 Financial Year, inclusive of the Annual Financial Report and Auditors Report.**
- 2. Endorse 6.30pm Thursday 23 June 2022 as the time and date for the Annual Electors Meeting, to consider the 2020/21 Annual Report.**

ATTACHMENT 9.2.2

SHIRE OF BODDINGTON

2020/2021

ANNUAL

REPORT





Contents

About Boddington.....	3
Elected Members.....	4
President’s Report	5
Chief Executive Officer’s Report.....	6
Key Projects.....	7
Strategic Community Plan.....	8
Corporate Business Plan.....	14
National Competition Policy.....	14
Disability Access & Inclusion (DAIP).....	14
Public Interest Disclosure.....	15
Record Keeping.....	15
Freedom of Information.....	15
Register of Complaints.....	15
Employee Remuneration.....	16
Elected Member Demographics.....	16
Remuneration provided to the CEO.....	16
Attendance at Council and Committee Meetings.....	17
Appendix A: Annual Financial Report 2020/21.....	18
Appendix B: OAG Audit Report 2020/21.....	70

About Boddington

The Shire of Boddington is situated in the Peel region of Western Australia, approximately 123 kilometres southeast of Perth and 92 kilometres southeast of Mandurah. The Shire is accessible from the north via the Albany Highway from Perth and via the Pinjarra Williams Road from Mandurah to the west. The Shire has no separate wards and all seven Shire Councillors are elected from a single, district ward. The Shire of Boddington borders the local government authorities of Collie, Harvey, Waroona, Murray, Wandering and Williams. The Shire's main localities are Boddington, Ranford, Marradong, and Quindanning.

Boddington is a rural township with a strong community base and a diverse range of community groups. The town owes its name to an early settler, Henry Boddington, who was a shepherd in the 1860's, later moving to Wagin. His name became associated with a pool in the Hotham River at which he frequently camped with his sheep.

The original settlement was called 'The Hotham', found 2km west of the current town, at the end of what is now known as Farmers Avenue, named after the Farmer family on whose farm a post office and school were established. The Hotham Valley Railway was constructed in 1912 to meet demand created by the local timber industry to 'Farmers Crossing'.

A townsite was chosen adjacent to the Boddington Pools on the Hotham River, and subsequently was gazetted as a town. The railway line continued to Boddington in 1916 and in 1920 a new one-roomed school was built. This was followed by further buildings including Roads Board office, Hotel, shops and an agricultural hall.

The town continued to expand with new industries including farming, timber, Tannin Extracts, and later the mining industry. A railway bridge was built over the upper reaches of the Murray River in 1949, originally known as "Asquith Bridge" and later as the Long Gully bridge. This was used for carting railway timber to the Banksiadale sawmill.



Image: "Boddington" entry statement on Albany Hwy, constructed locally

The area declined slowly over time, and the Dwellingup fires of 1961 devastated the local timber industry. By 1969, the railway had been closed and Boddington became a typical small service area for the surrounding district.

The establishment of Bauxite mining in 1979 at Boddington continues to service Western Australia's alumina refinery at Worsley (near Collie). Further mining followed with the opening of the Boddington Gold Mine in 1987. Together the gold & bauxite mines create a thriving rural mining town.



Image: Boddington's rich history on display at the Visitor and Interpretative Centre

Key Statistics:

Length of Sealed Roads:	126km
Length of Unsealed Roads:	145km
Population:	1844
Distance from Perth:	123 km
Area:	1,901 square kilometres
Rates Levied 2020/21:	\$4.78 million

Elected Members



Garry Ventris
Shire President



Earl Schreiber
Deputy Shire President



Coert Erasmus
Councillor



Jason Hoffman
Councillor



Samreid Manez
Councillor



Eugene Smalberger
Councillor



Ian Webster
Councillor

From the President

It is my pleasure to introduce the Shire of Boddington's Annual Report to provide details of the Shire's operations for the 2020/21 financial year. The year saw the continuation of the challenges of a worldwide pandemic, which required us to be agile in the way we dealt with continual change, and again demonstrated that our community is supportive and resilient in times of crisis.

Over the course of this year, we have maintained our focus and optimism and achieved some notable projects to keep the Shire moving forward. Reading through the Annual Report 2020-2021, it is wonderful to see the range of completed projects delivered and services provided over the last year. Foremost was the finalisation of the Hotham Park precinct. This significant project will contribute to both connecting our community and tourism growth in our region, helping to build a strong local economy and regional prosperity. It will bring many years of enjoyment and recreation opportunities to the local community, Peel residents, and visitors alike. This amazing project leverages the natural beauty and amenity of the Hotham River foreshore, providing a skate park, pump track, nature play and fitness zone as well as extensive landscaping for wide recreational use. The collaborative approach with the Department of Primary Industries and Regional Development, the Department of Local Government Sport and Cultural Industries, Newmont Australia, South 32 Worsley Alumina, Suez and the Lions Club, provided an outstanding outcome, and I thank all partners for their generous contribution.

The 2020/21 year was a period of change for Boddington as an organisation, with Mr Graham Stanley filling the role of Acting Chief Executive Officer for the majority of the year. Julie Burton commenced as Chief Executive Officer in June 2021. An extraordinary election was also held due to the resignation of Cr McSwain and Cr McGrath. Cr Ian Webster and Cr Sam Manez were successfully elected with their term commencing in September 2020. We thank Cr McSwain and Cr McGrath for their contributions to Council over their terms.

As we begin to recover and emerge into a new normal, the Shire is continuing to gather momentum for a positive and vibrant future. Thank you to the Councillors for their collaboration and leadership, and our dedicated staff and volunteers for their passion and commitment to an inclusive and sustainable future helping make Boddington a great place to live, work and visit.

Garry Ventris
Shire President



Chief Executive Officer's Report

Having commenced with the Shire of Boddington in June of 2021, I am pleased to provide this report detailing the activities, projects and services that took place during the 2020/21 financial year.

The year saw the organisation operating, once again, alongside the global COVID-19 pandemic, presenting both challenges and opportunities for our Shire. While we endured periods of lockdown, there were valued moments to be enjoyed with family and friends, and locally, we remained committed to serving our community and continuing our support for business owners, residents and visitors through uncertain times.

As a new resident to town, the quality of the Hotham Park project against the stunning backdrop of the Hotham River has been a source enjoyment, and I would like to congratulate all those involved in the delivery of this unique space. This project demonstrates the collaborative relationship that the Shire has with its funding partners, with the resulting project enjoyed by many residents, ratepayers and visitors.

It is pleasing to see the many successful services, programs and events already established locally, and as an organisation we look forward to continually improving our service delivery in the areas of identified need. I was delighted in my first week to attend the annual planting day in Tunbridge Gully, which immediately demonstrated the partnership approach that is so crucial in successful outcomes.

As we move forward, we are committed to continuous improvement and excellence, on a foundation of strong values, and are very much looking forward to achieving outstanding results.

I would like to thank all the Councillors and staff at the Shire for their continued community focus and commitment. Their positive attitude and fantastic values contribute significantly in delivering services to the community

Julie Burton
Chief Executive Officer





Image: Mosaic Wall constructed by the local community

Key Projects: Hotham Park

The Hotham River Foreshore project was officially opened in March 2021, and combined close engagement with the community and Council to deliver something special for both local residents and visitors. This major project delivered an amazing adventure playground alongside the Hotham River, which includes a double flying fox, water play, nature based play, swings, slide, tunnels, and a climbing net.

In addition to the playground the project also included a skate park, pump track, basketball court and outdoor gym, perfect for active families to play and exercise together.

The Boddington Art Council Mosaic Group worked tirelessly to deliver a wonderful piece of art that represents so many elements of Boddington. This impressive entry to the Park is a statement piece that is admired by all who visit.

Funding contributors to the 2.5 million dollar project included the Department of Infrastructure and Regional Development, Shire of Boddington, Newmont Australia, South 32 Worsley Alumina, Department of Local Government Sport and Cultural Industries, Suez and the Boddington Lions Club.



Image: Skate park in action



Image: Aerial view of Hotham Park



Image: Outdoor Exercise Equipment



Image: Boddington Mosaic Group with their Australia Day award for 2021 Group of the Year

Strategic Community Plan Achievements

A Vibrant and Connected Community.

Australia Day Awards Nominations for the Community Citizen of the Year Awards

The Australia Day Awards Nominations for 2021 continued to be hosted by the Boddington Lions Club at the Boddington Rodeo Grounds and provided a fantastic opportunity for the community to honour their citizens.

Award Winners:

- Senior Citizen of the Year – Dawn Newman
- Group of the Year – Boddington Mosaic Group
- Community Citizen of the Year – Cindy Mulcahy



Image (L-R): Cindy Mulcahy being presented the Community Citizen of the Year Award by Cr Smalberger and Cr Hoffman.



Image (L-R): Cr. Schreiber presenting Dawn Newman Senior Citizen of the Year Award by Cr Smalberger and Cr Hoffman.

Boddington Youth Centre - Dwellingup Trees Adventure- sponsored by Newmont Social club

The Dwellingup Trees Adventure excursion was a huge success with 33 Youth Centre Members and 3 staff members attending the Dwellingup Adventures High Ropes Course on Friday 22 January 2021. The teamwork shown by the youth while supporting their peers was admirable.

Many youth stepped out of their comfort zones challenging themselves to participate in high ropes and water activities. Support from Newmont employees and Peel Youth Services on the high ropes course was very encouraging. Youth then appreciated a fun swim at Lane Pool Reserve with lunch being provided by ESS.

Youth Week was presented by the Boddington Youth Centre together with South 32. Our "Freedom Festival" was a fun packed event promoting inclusivity, engagement and community.

The Freedom Festival Youth Week saw over 50 youth attending the event. Thanks to South 32 for funding, the youth were able to enjoy a wide variety of activities showcasing ways youth can combat emotional stress through creating, crafting and connection.

Through the support of staff, Peel Youth Services and local engagement from the community a variety of activities were on offer for the youth ranging from tie-dye, beading, macramé, nature crafts and many more. The day ended with many youth expanding their skills and building new connections.

Strategic Community Plan Achievements

A Vibrant and Connected Community

Living Longer, Living Stronger going from Strength to Strength

Living Longer, Living Stronger fitness program commenced in 2019 and has continued to have many accomplishments. During 2020/2021 the program had 15 local individuals participate with over 575 attendances. Living Longer, Living Stronger is a program aimed at over 50's which takes a tailored fitness approach to each person and focuses specifically on areas they would like to see improvements in, concentrating on strength, flexibility and balance.



Image: Living Longer, Living Stronger

LOAF (community funding)

Council provides financial support for not for profit local services, community groups and sporting organisations in the form of Local Organisation Assistance Fund (LOAF), with 3 funding rounds each year, March, July and November.

Applications from 4 community organisations were awarded in the 2020/21 year, being:

- \$1,500 to the Boddington Progress Group, to host the production of Albert Facey
- \$1,500 to the Boddington Community Resource Centre for recordable internal and external CCTV.
- \$1,500 to the Boddington RSL Sub-branch to assist with re-roofing the RSL building
- \$900 to the Boddington Family Support Group to assist with the World Play Day held on 28 May 2021.

Street Banners

Council was successful in a grant from the Australia Day Council to support a set of Australia Day street banners for the main street. These banners will be used yearly appearing between mid-January and mid-February.

Art Collection

The Shire's collection has 25 works which are now documented and hanging within the Shire Administration walls.

Bike Repair Station and a Skateboard Repair Station at Hotham Park.

The bike and skateboard repair stations were donated by the Boddington Lions club and installation arranged by the Shire of Boddington. These fantastic pieces of equipment are well used by the visitors to Hotham Park.



Image: Bike Repair Station



Image: Skateboard Repair Station



Image: "Activate Boddington" Skateboard Clinic

Image: "Activate Boddington" Pump Track Clinic

A Vibrant and Connected Community

Events

- Lighting of the Christmas Tree
- Department of Local Government, Sport and Cultural Industries – "Activate Boddington" – 17 clinics at Hotham Park included Skate and Pump track clinics.
- South32 Worsley Alumina Summer by the River – 5 events
- Campervan & Motorhome Club of Australia. A large rally was held on the oval with a number of small clubs booking regularly into the Caravan Park.



Image: Summer by the River Stilt Walkers



Image: Summer by the River Rollerbladers



Image: Summer by the River Bollywood Dancers



Image: Summer by the River attendees enjoying a picnic



Image: Summer by the River attendees enjoying a picnic

Strategic Community Plan Achievements

A Vibrant and Connected Community

Partnerships

The Shire has continued to partner with a number of community organisations during 2020/2021:

- Boddington Early Years Network. Shire staff have worked with this community committee (Playgroup WA, Holyoak, Parenting Connections, Anglicare (Playful Hearts), West Australian Country Health Service (WACHS), WANSLEA, Department of Communities) on projects such as the Nationwide Literacy event (Simultaneous Story Telling, May), and National Children's Week (October) as well as promoting relevant Early Years workshops run by these organisations.
- Children's University Western Australia. The Shire of Boddington in conjunction with Boddington District High School have partnered with Edith Cowan University and University of Western Australia to inspire a passion for lifelong learning in our local students. Through a 'Passport to Learning' children participate in learning activities of their choice beyond the classroom. The program embraces local learning opportunities offered by places such as libraries, parks, sporting clubs and businesses. All learning experiences are designed to have links to higher education learning and courses.
- Boddington Men's Shed. The members designed and constructed a chair for Father Christmas to sit on and meet the local children at the Lighting of the Christmas tree.
- Lions Boddington Rodeo – Opportunities were given to members of the Boddington Golf Club and Boddington Cricket Club to manage the overflowing parking on the 2020 Rodeo weekend on behalf of the Shire of Boddington. Both Newmont Boddington and South32 Worsley Alumina also helped by marking out the camping spots utilising the relevant equipment they have which will now make marking out the camping bays easier and quicker in years to come.
- Boddington District High School. 21 year six students visited the Shire to meet the staff and were provided with an overview of how the Council works. The students did a mock Council meeting in conjunction with the Shire's Ranger discussing future local cat laws.
- With the completion of the Hotham Park the focus of the "Activate Boddington" changed to the Hotham Park facilities. This involved skate board, pump track and basketball clinics as well as how to use the outdoor exercise equipment at the park.



Images: Men's Shed Santa Chair



Image: Outdoor Equipment demonstration at Hotham Park

- Boddington Heritage Group. To help preserve the groups Heritage collection of photographs the Shire is continuing to scan the photographic collection.

Strategic Community Plan Achievements

A Thriving and Diverse Economy

Tourism

Since opening, Hotham Park has been added to a number of social media sites to encourage visitors/tourists to the town. These include mountain bike, skate park and pump track related sites. Caravan clubs have also been encouraged to add the Boddington Caravan Park to their social media sites.

A number of non-residential organisations have brought events to the Shire of Boddington including the Blossom Festival, LARP (Live Action Role Play) and the Tom Curtin Outback Experience. These events bring tourists to the town who in turn provide economic benefit to local businesses.

Shire Buildings

Solar Panels as well as an accessible toilet and shower were installed at the Boddington Swimming Pool.

An extension was made to the Boddington Library resulting in an expanded space to deliver programs and activities.

An installation of safety glass and screens was made to the Function Room of the Sports Pavilion.



Images: Accessible Toilet at the Boddington Swimming Pool

Purchase of plant and equipment

The Shire of Boddington acquired several new pieces of equipment, notably the new M140 motor grader. The equipment is proving to be invaluable in road construction and maintenance and will hold a good resale value for the Shire when disposed.

The Toro ground master mower was acquired for the mowing of Hotham Park and other reserves. This superior piece of equipment will handle the terrain and wet conditions.

Road Construction

The road crew and contractors have completed many projects over the year including:

- Stage 1 of Days Rd gravel re- sheet and sealing of first 1km.
- Construction of 1km of Harvey Quindanning Rd.
- Construction and asphaltting of Wuraming Ave Carpark.
- New footpaths constructed from the Visitor Information Bay to Wuraming Ave and from Banister Rd to the public toilets on Wuraming Ave.
- Final balancing of the pump that connects the town dam to the Football oval.
- Crack sealing on Lower Hotham Rd, Hill St, George St and Greenstone Way.

Drainage Infrastructure

New Culverts have been installed along Crossman Rd, Harvey Quindanning Rd and Days Rd.

Foreshore Infrastructure

Some lighting has been installed at Hotham Park in two stages with a third stage to follow that includes tower lights for the skate bowl and pump track.



Images: Lighting at Hotham Park

Parks & Ovals Infrastructure

More emphasis is being placed on long term management of ovals rather than reactive maintenance. Coring has taken place and vertimowing is planned. Soil and water samples have been undertaken and a fertiliser program has been developed in line with sample results.



Image: Darminning (Ranford) Pool

Strategic Community Plan Achievements

A Healthy, Clean, Green and Sustainable Environment

Annual Planting Day in Tunbridge Gully in June of 2021

Peel Harvey Catchment Council organised this event, attended by Shire councillors and staff, South 32, Newmont Gold, Friends of the Reserves and students from Boddington District High School.



Image: Councillors and CEO assisting with the tree planting at Tunbridge Gully

South 32 donated Jarrah seedlings

Shire of Boddington Shire President Garry Ventris and Acting CEO Graham Stanley received Jarrah seedlings from South 32, presented by Reghan Mann, Environmental Specialist at South 32.

Peel Harvey Catchment Council

The Shire of Boddington continued its support for the PHCC, with a contribution of \$25,000 in the 2020/21 financial year.

This enabled the PHCC to continue the fantastic work they undertake throughout the catchment, including the completion of the Hotham-Williams River Action Plan and Ranford Pool Restoration.

Corporate Business Plan

The Shire's Corporate Business Plan 2019 – 2023 was adopted in March 2020, and provides a detailed four year planning document to give effect to the initial years of the Strategic Community Plan. The Corporate Business Plan is updated every year to allow reassessment of priorities, while still maintaining strong links to the 10 year Strategic Plan.



Image: Shearing Competition held at the Boddington Lions Rodeo

National Competition Policy

The National Competition Policy was introduced by the Commonwealth Government in 1995, to promote competition for the benefit of business, consumers and the economy by removing unnecessary protection of monopolies of markets where competition can be enhanced. It affects local governments as factors such as exemption from company and income tax or possible local regulations and laws may give local government a potential advantage over private contractors.

The Shire is required to comply with certain policies contained within the National Competition Policy Statement, and report on the progress in connection with the National Competitive Neutrality Principles and review of Local Laws. During the financial year the Shire met its obligations under the National Competition Policy. The Shire continues to monitor Council policies and local laws for anti-competitive practices. The Shire does not operate significant business activities which compete or could compete with private business.

Disability Access & Inclusion (DAIP)

The Shire of Boddington aims to improve accessibility and inclusiveness for people with disability and their carers/families through the strategies outlined in the Disability Access and Inclusion Plan (DAIP) 2019 - 2024.

The Shire's DAIP is a statutory requirement of the State Government under The Disability Services Act (1993, amended 2004). The DAIP includes strategies to address access barriers and promote inclusion, identified through the review and consultation with the community.

For further information on the Shire's DAIP, visit: <https://www.boddington.wa.gov.au/documents/publications>

Public Interest Disclosure

In accordance with the Public Interest Disclosure Act 2003, procedures have been implemented to facilitate reporting and action on public interest disclosures. During the 2020/21 reporting period, no public interest disclosures were lodged.

Freedom of Information

Access to Shire of Boddington information/documents may be granted under the Freedom of Information Act 1992. An Information Statement is available along with application forms on the Shire's website. The statement is a guide on the Freedom of Information process, and also lists the types of documents available outside of this process. During 2020/2021, the Shire received no Freedom of Information applications.

Record Keeping

State Records Commission (SRC) Standard 1 – Government Recordkeeping, requires that government organisations ensure that records are created, managed and maintained over time and disposed of in accordance with principles and standards issued by the SRC. SRC Standard 2 – Recordkeeping Plans comprises six recordkeeping principles each of which contains minimum compliance requirements. Section 28 (5) of the State Records Act 2000 requires that no more than 5 years must lapse between a review of a government organisation's Recordkeeping Plan and an approval by the SRC of any changes made. The Shire of Boddington's Recordkeeping Plan is currently being reviewed.

The plan provides an accurate reflection of the recordkeeping program within the organisation, including information regarding the recordkeeping system(s), disposal arrangements, policies, practices and processes. The Records Management System at the Shire of Boddington is currently being transitioned to an electronic system.

Register of Complaints

The Shire of Boddington maintains a register of complaints on the Shire of Boddington website. There were no complaints against Councillors in the 2020/2021 financial year that were considered a minor breach under section 5.121 of the Local Government Act 1995.

Image: Boddington Memorial Rose Garden





Employee Remuneration

Set out below, in bands of \$10,000 is the number of employees of the Shire entitled to an annual salary of \$130,000 or more.

Salary Range 2020/2021

\$130,000 - \$140,000	-
\$140,000 - \$150,000	-
\$150,000 - \$160,000	-
\$160,000 - \$170,000	-
\$180,000 - \$190,000	1

Remuneration Provided to the CEO

The total remuneration provided to the CEO during the 2020/2021 financial year, including all benefits such as housing, vehicle provision and superannuation was \$184,845.

Elected Member Demographics

Elected Members demographics for the 2020-2021 financial year:

Councillor Summary

Gender	Male: 6 Female: 4
Linguistic Background	English: 4 Malay: 1 Afrikans: 2
Country of Birth	Australia: 4, Malaysia: 1 South Africa: 2
Aboriginal or Torres Strait Islander	Nil
Ages 25 - 34	1
Ages 35 - 44	1
Ages 45 - 55	1
Ages 55 - 65	4

Attendance at Council and Committee Meetings

The Council of the Shire of Boddington meets monthly for information sessions and workshops on a variety of topics. In the third week of the month, Council convenes an Ordinary Council Meeting. Below is a table outlining individual Elected Members' attendance, for the financial year, on various Council Meetings and Committees in their capacity as an Elected Member.

Councillor Name *	Ordinary Council Meetings	Special Council Meetings	Audit Committee	LEMC
Cr G Ventris	11	7	1	N/A
Cr E Schreiber	11	7	1	3
Cr C Erasmus	11	6	0	N/A
Cr Cr J Hoffman	10	6	0	N/A
Cr S Manez	8	5	1	N/A
Cr E Smalberger	10	7	1	N/A
Cr I Webster	8	4	1	3

Cr I Webster Term Commenced on 17/9/20

Cr SR Manez Term commenced on 17/9/20, ended Term October 2021

Cr J Hoffman Term ended on October 2021

SHIRE OF BODDINGTON
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

TABLE OF CONTENTS

Statement by Chief Executive Officer	2
Statement of Comprehensive Income by Nature or Type	3
Statement of Comprehensive Income by Program	4
Statement of Financial Position	5
Statement of Changes in Equity	6
Statement of Cash Flows	7
Rate Setting Statement	8
Index of Notes to the Financial Report	9
Independent Auditor's Report	53

COMMUNITY VISION

A vibrant and connected community, providing employment and lifestyle opportunities and a beautiful natural environment, surprisingly close to the coast and city.

Principal place of business:
39 Bannister Road
BODDINGTON WA 6390

**SHIRE OF BODDINGTON
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CHIEF EXECUTIVE OFFICER

The attached financial report of the Shire of Boddington for the financial year ended 30 June 2021 is based on proper accounts and records to present fairly the financial position of the Shire of Boddington at 30 June 2021 and the results of the operations for the financial year then ended in accordance with the Local Government Act 1995 and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards.

Signed on the 5th day of April 2022



Chief Executive Officer

JULIE BURTON

Name of Chief Executive Officer

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
Revenue				
Rates	22(a)	4,775,251	4,769,615	4,543,706
Operating grants, subsidies and contributions	2(a)	600,503	410,750	681,139
Fees and charges	2(a)	1,248,865	1,106,573	1,121,056
Interest earnings	2(a)	20,511	42,500	98,339
Other revenue	2(a)	74,302	47,155	146,576
		6,719,432	6,376,593	6,590,816
Expenses				
Employee costs		(2,595,331)	(2,893,730)	(2,583,325)
Materials and contracts		(2,206,640)	(1,911,354)	(1,833,883)
Utility charges		(356,439)	(312,930)	(378,422)
Depreciation on non-current assets	10(b)	(3,129,176)	(2,393,945)	(2,254,722)
Interest expenses	2(b)	(91,622)	(92,845)	(88,704)
Insurance expenses		(249,647)	(234,543)	(223,594)
Other expenditure		(100,996)	(135,017)	(149,610)
		(8,729,851)	(7,974,364)	(7,512,260)
		(2,010,419)	(1,597,771)	(921,444)
Non-operating grants, subsidies and contributions	2(a)	613,918	1,305,799	683,682
Profit on asset disposals	10(a)	39,637	0	36,277
(Loss) on asset disposals	10(a)	(2,982)	0	(12,669)
Fair value adjustments to financial assets at fair value through profit or loss		1,293	0	4,677
		651,866	1,305,799	711,967
Net result for the period		(1,358,553)	(291,972)	(209,477)
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	11	0	0	3,487,594
Total other comprehensive income for the period		0	0	3,487,594
Total comprehensive income for the period		(1,358,553)	(291,972)	3,278,117

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

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
Revenue				
Governance		131,831	43,000	82,466
General purpose funding		5,108,716	4,931,771	4,966,888
Law, order, public safety		111,463	154,264	242,183
Health		39,418	20,265	20,212
Education and welfare		479,872	449,580	445,221
Housing		26,189	20,100	20,613
Community amenities		302,523	289,310	290,300
Recreation and culture		85,441	67,918	37,374
Transport		124,215	128,210	124,967
Economic services		295,729	241,170	249,944
Other property and services		14,035	31,005	110,648
		6,719,432	6,376,593	6,590,816
Expenses				
Governance		(197,546)	(87,241)	(393,954)
General purpose funding		(11,879)	(24,080)	(21,583)
Law, order, public safety		(502,908)	(490,460)	(594,400)
Health		(206,988)	(232,570)	(230,830)
Education and welfare		(1,265,551)	(672,863)	(693,897)
Housing		(215,269)	312	(13,084)
Community amenities		(733,371)	(977,558)	(669,931)
Recreation and culture		(2,149,887)	(1,852,819)	(1,765,467)
Transport		(2,679,051)	(2,866,826)	(2,540,639)
Economic services		(585,973)	(653,317)	(616,185)
Other property and services		(89,806)	(24,097)	116,414
		(8,638,229)	(7,881,519)	(7,423,556)
Finance Costs				
Governance	2(b)	(20,850)	(21,154)	(26,291)
Health		0	0	(744)
Education and welfare		(6,973)	(7,329)	(7,996)
Housing		(25,604)	(26,158)	(27,387)
Recreation and culture		(38,195)	(38,204)	(26,286)
		(91,622)	(92,845)	(88,704)
		(2,010,419)	(1,597,771)	(921,444)
Non-operating grants, subsidies and contributions	2(a)	613,918	1,305,799	683,682
Profit on disposal of assets	10(a)	39,637	0	36,277
(Loss) on disposal of assets	10(a)	(2,982)	0	(12,669)
Fair value adjustments to financial assets at fair value through profit or loss		1,293	0	4,677
		651,866	1,305,799	711,967
Net result for the period		(1,358,553)	(291,972)	(209,477)
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	11	0	0	3,487,594
Total other comprehensive income for the period		0	0	3,487,594
Total comprehensive income for the period		(1,358,553)	(291,972)	3,278,117

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

**SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2021**

ATTACHMENT 9.2.2

	NOTE	2021 \$	2020 \$
CURRENT ASSETS			
Cash and cash equivalents	3	3,934,874	5,125,842
Trade and other receivables	6	1,573,165	530,872
Other assets	7	158,762	50,313
TOTAL CURRENT ASSETS		5,666,801	5,707,027
NON-CURRENT ASSETS			
Trade and other receivables	6	25,501	19,236
Other financial assets	5(a)	36,904	35,611
Property, plant and equipment	8	32,059,421	33,007,749
Infrastructure	9	54,721,893	54,740,065
TOTAL NON-CURRENT ASSETS		86,843,719	87,802,661
TOTAL ASSETS		92,510,520	93,509,688
CURRENT LIABILITIES			
Trade and other payables	12	990,174	1,426,927
Contract liabilities	13	1,634,556	484,971
Borrowings	14(a)	357,077	344,397
Employee related provisions	15	260,497	245,545
TOTAL CURRENT LIABILITIES		3,242,304	2,501,840
NON-CURRENT LIABILITIES			
Trade and other payables	12	300,000	300,000
Borrowings	14(a)	2,116,566	2,473,643
Employee related provisions	15	65,220	89,222
TOTAL NON-CURRENT LIABILITIES		2,481,786	2,862,865
TOTAL LIABILITIES		5,724,090	5,364,705
NET ASSETS		86,786,430	88,144,983
EQUITY			
Retained surplus		33,376,190	33,374,011
Reserves - cash backed	4	1,668,323	3,029,055
Revaluation surplus	11	51,741,917	51,741,917
TOTAL EQUITY		86,786,430	88,144,983

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

**SHIRE OF BODDINGTON
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2021**

ATTACHMENT 9.2.2

	NOTE	RETAINED SURPLUS \$	RESERVES CASH BACKED \$	REVALUATION SURPLUS \$	TOTAL EQUITY \$
Balance as at 1 July 2019		32,246,739	4,365,804	48,254,323	84,866,866
Comprehensive income					
Net result for the period		(209,477)	0	0	(209,477)
Other comprehensive income	11	0	0	3,487,594	3,487,594
Total comprehensive income		(209,477)	0	3,487,594	3,278,117
Transfers from reserves	4	1,396,438	(1,396,438)	0	0
Transfers to reserves	4	(59,689)	59,689	0	0
Balance as at 30 June 2020		33,374,011	3,029,055	51,741,917	88,144,983
Comprehensive income					
Net result for the period		(1,358,553)	0	0	(1,358,553)
Total comprehensive income		(1,358,553)	0	0	(1,358,553)
Transfers from reserves	4	1,363,789	(1,363,789)	0	0
Transfers to reserves	4	(3,057)	3,057	0	0
Balance as at 30 June 2021		33,376,190	1,668,323	51,741,917	86,786,430

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

**SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2021**

ATTACHMENT 9.2.2

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		4,774,406	4,769,615	4,563,901
Operating grants, subsidies and contributions		449,824	389,309	661,576
Fees and charges		1,248,865	1,106,573	1,285,593
Interest received		20,511	42,500	103,822
Goods and services tax received		217,290	0	0
Other revenue		74,302	47,155	146,576
		6,785,198	6,355,152	6,761,468
Payments				
Employee costs		(2,634,094)	(2,858,940)	(2,684,132)
Materials and contracts		(2,710,846)	(1,911,354)	(1,056,173)
Utility charges		(356,439)	(312,930)	(378,422)
Interest expenses		(93,549)	(92,845)	(88,704)
Insurance paid		(249,647)	(234,543)	(223,594)
Goods and services tax paid		(23,680)	0	(128,109)
Other expenditure		(100,996)	(135,017)	(149,491)
		(6,169,251)	(5,545,629)	(4,708,625)
Net cash provided by (used in) operating activities	16	615,947	809,523	2,052,843
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	8(a)	(677,893)	(968,382)	(723,349)
Payments for construction of infrastructure	9(a)	(1,586,855)	(3,033,745)	(2,885,363)
Non-operating grants, subsidies and contributions		663,503	1,305,799	683,682
Proceeds from sale of property, plant & equipment	10(a)	138,727	113,818	185,630
Net cash provided by (used in) investment activities		(1,462,518)	(2,582,510)	(2,739,400)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	14(b)	(344,397)	(345,124)	(240,531)
Proceeds from new borrowings	14(b)	0	0	1,000,000
Net cash provided by (used in) financing activities		(344,397)	(345,124)	759,469
Net increase (decrease) in cash held		(1,190,968)	(2,118,111)	72,912
Cash at beginning of year		5,125,842	5,125,713	5,052,930
Cash and cash equivalents at the end of the year	16	3,934,874	3,007,602	5,125,842

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

**SHIRE OF BODDINGTON
RATE SETTING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2021**

ATTACHMENT 9.2.2

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
OPERATING ACTIVITIES				
Net current assets at start of financial year - surplus/(deficit)	23 (b)	520,529	1,023,331	(146,266)
		520,529	1,023,331	(146,266)
Revenue from operating activities (excluding rates)				
Governance		137,513	43,000	82,466
General purpose funding		333,465	162,156	423,182
Law, order, public safety		111,463	154,264	242,183
Health		39,418	20,265	20,212
Education and welfare		479,872	449,580	445,221
Housing		26,189	20,100	20,613
Community amenities		302,523	289,310	290,300
Recreation and culture		85,441	67,918	37,374
Transport		158,170	128,210	161,244
Economic services		297,022	241,170	254,621
Other property and services		14,035	31,005	110,648
		1,985,111	1,606,978	2,088,064
Expenditure from operating activities				
Governance		(221,378)	(108,395)	(425,222)
General purpose funding		(11,879)	(24,080)	(21,583)
Law, order, public safety		(502,908)	(490,460)	(594,400)
Health		(206,988)	(232,570)	(231,574)
Education and welfare		(1,272,524)	(680,192)	(701,893)
Housing		(240,873)	(25,846)	(40,471)
Community amenities		(733,371)	(977,558)	(669,931)
Recreation and culture		(2,188,082)	(1,891,023)	(1,791,753)
Transport		(2,679,051)	(2,866,826)	(2,548,331)
Economic services		(585,973)	(653,317)	(616,185)
Other property and services		(89,806)	(24,097)	116,414
		(8,732,833)	(7,974,364)	(7,524,929)
Non-cash amounts excluded from operating activities	23(a)	3,060,961	2,428,735	2,203,136
Amount attributable to operating activities		(3,166,232)	(2,915,320)	(3,379,995)
INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions	2(a)	613,918	1,305,799	683,682
Proceeds from disposal of assets	10(a)	138,727	113,818	185,630
Purchase of property, plant and equipment	8(a)	(677,893)	(968,382)	(723,349)
Purchase and construction of infrastructure	9(a)	(1,586,855)	(3,033,745)	(2,885,363)
		(1,512,103)	(2,582,510)	(2,739,400)
Amount attributable to investing activities		(1,512,103)	(2,582,510)	(2,739,400)
FINANCING ACTIVITIES				
Repayment of borrowings	14(b)	(344,397)	(345,124)	(240,531)
Proceeds from borrowings	14(c)	0	0	1,000,000
Transfers to reserves (restricted assets)	4	(3,057)	(20,000)	(59,689)
Transfers from reserves (restricted assets)	4	1,363,789	1,093,339	1,396,438
Amount attributable to financing activities		1,016,335	728,215	2,096,218
Surplus/(deficit) before imposition of general rates		(3,662,000)	(4,769,615)	(4,023,177)
Total amount raised from general rates	22(a)	4,775,251	4,769,615	4,543,706
Surplus/(deficit) after imposition of general rates	23(b)	1,113,251	0	520,529

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

Note 1	Basis of Preparation	10
Note 2	Revenue and Expenses	11
Note 3	Cash and Cash Equivalents	16
Note 4	Reserves - Cash backed	17
Note 5	Other Financial Assets	18
Note 6	Trade and Other Receivables	19
Note 7	Other Assets	20
Note 8	Property, Plant and Equipment	21
Note 9	Infrastructure	23
Note 10	Fixed Assets	25
Note 11	Revaluation Surplus	28
Note 12	Trade and Other Payables	29
Note 13	Contract Liabilities	30
Note 14	Information on Borrowings	31
Note 15	Employee Related Provisions	33
Note 16	Notes to the Statement of Cash Flows	34
Note 17	Total Assets Classified by Function and Activity	35
Note 18	Contingent Liabilities	36
Note 19	Capital Commitments	37
Note 20	Elected Members Remuneration	38
Note 21	Related Party Transactions	40
Note 22	Rating Information	42
Note 23	Rate Setting Statement Information	44
Note 24	Financial Risk Management	45
Note 25	Events occurring after the end of the Reporting Period	48
Note 26	Initial Application of Australian Accounting Standards	49
Note 27	Other Significant Accounting Policies	50
Note 28	Activities/Programs	51
Note 29	Financial Ratios	52

1. BASIS OF PREPARATION

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

All monies held in the Trust Fund are excluded from the financial statements. The Shire did not hold any trust monies for the year ended 30 June 2021.

INITIAL APPLICATION OF ACCOUNTING STANDARDS

During the current year, the Shire adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were applicable to its operations.

These were:

- AASB 1059 *Service Concession Arrangements: Grantors*
- AASB 2018-7 *Amendments to Australian Accounting Standards - Definition of Materiality*

The impact of adoption of these standards is described at Note 26.

NEW ACCOUNTING STANDARDS FOR APPLICATION IN FUTURE YEARS

The following new accounting standards will have application to local government in future years:

- AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current*
- AASB 2020-3 *Amendments to Australian Accounting Standards - Annual Improvements 2018-2020 and Other Amendments*
- AASB 2021-2 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies or Definition of Accounting Estimates*

It is not expected these standards will have an impact on the financial report.

CRITICAL ACCOUNTING ESTIMATES

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

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

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

- Employee Expenses
- Other Financial Assets
- Property, Plant and Equipment
- Infrastructure
- Borrowing Liabilities
- Provisions

2. REVENUE AND EXPENSES

(a) Grant revenue

Grants, subsidies and contributions are included as both operating and non-operating revenues in the Statement of Comprehensive Income:

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Operating grants, subsidies and contributions			
Governance	72,106	2,600	0
General purpose funding	305,353	107,376	311,864
Law, order, public safety	83,182	100,764	180,140
Health	0	0	5,058
Education and welfare	13,461	45,000	49,263
Community amenities	2,247	0	0
Recreation and culture	3,500	25,000	50
Transport	119,292	127,910	122,076
Economic services	1,362	2,100	12,688
	600,503	410,750	681,139
Non-operating grants, subsidies and contributions			
Community amenities	0	0	75,000
Recreation and culture	141,500	137,500	234,883
Transport	472,418	1,168,299	373,799
	613,918	1,305,799	683,682
	1,214,421	1,716,549	1,364,821
Total grants, subsidies and contributions			
Fees and charges			
Governance	31,884	29,800	30,954
General purpose funding	7,651	3,500	4,718
Law, order, public safety	25,370	53,500	61,902
Health	38,378	19,225	14,180
Education and welfare	466,411	404,580	395,957
Housing	22,754	16,720	14,723
Community amenities	300,276	289,310	290,300
Recreation and culture	57,232	35,608	32,906
Transport	4,579	300	331
Economic services	291,538	231,525	229,191
Other property and services	2,792	22,505	45,894
	1,248,865	1,106,573	1,121,056

There were no changes to the amounts of fees or charges detailed in the original budget.

SIGNIFICANT ACCOUNTING POLICIES

Grants, subsidies and contributions

Operating grants, subsidies and contributions are grants, subsidies or contributions that are not non-operating in nature.

Non-operating grants, subsidies and contributions are amounts received for the acquisition or construction of recognisable non-financial assets to be controlled by the local government.

Fees and Charges

Revenue (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees.

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Contracts with customers and transfers for recognisable non-financial assets

Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire was recognised during the year for the following nature or types of goods or services:

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Operating grants, subsidies and contributions	220,063	305,063	308,263
Fees and charges	1,214,631	1,068,373	1,121,056
Other revenue	11,241	0	0
Non-operating grants, subsidies and contributions	613,918	1,305,799	683,682
	2,059,853	2,679,235	2,113,001

Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire is comprised of:

Revenue from contracts with customers included as a contract liability at the start of the period	484,971	21,441	454,947
Revenue recognised in the current period from performance obligations satisfied in previous periods	0	0	228,735
Revenue from contracts with customers recognised during the year	960,964	1,351,995	1,429,319
Revenue from transfers intended for acquiring or constructing recognisable non financial assets during the year	613,918	1,305,799	0
	2,059,853	2,679,235	2,113,001

Information about receivables, contract assets and contract liabilities from contracts with customers along with financial assets and associated liabilities arising from transfers to enable the acquisition or construction of recognisable non financial assets is:

Trade and other receivables from contracts with customers	1,318,935		68,256
Contract liabilities from contracts with customers	(1,634,556)		(484,971)

Contract liabilities for contracts with customers primarily relate to grants with performance obligations received in advance, for which revenue is recognised over time as the performance obligations are met.

Information is not provided about remaining performance obligations for contracts with customers that had an original expected duration of one year or less.

Consideration from contracts with customers is included in the transaction price.

Performance obligations in relation to contract liabilities from transfers for recognisable non financial assets are satisfied as project milestones are met or completion of construction or acquisition of the asset. All associated performance obligations are expected to be met over the next 12 months.

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Revenue from statutory requirements

Revenue from statutory requirements was recognised during the year for the following nature or types of goods or services:

General rates
 Statutory permits and licences
 Fines

Other revenue

Reimbursements and recoveries
 Other

Interest earnings

Interest on reserve funds
 Rates instalment and penalty interest (refer Note 22(b))
 Other interest earnings

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
General rates	4,775,251	4,769,615	4,543,706
Statutory permits and licences	33,026	32,100	0
Fines	1,208	6,100	0
	4,809,485	4,807,815	4,543,706
Reimbursements and recoveries	63,061	47,155	132,681
Other	11,241	0	13,895
	74,302	47,155	146,576
Interest on reserve funds	3,057	20,000	59,689
Rates instalment and penalty interest (refer Note 22(b))	16,401	21,500	35,364
Other interest earnings	1,053	1,000	3,286
	20,511	42,500	98,339

SIGNIFICANT ACCOUNTING POLICIES

Interest earnings

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

Interest earnings (continued)

Interest income is presented as finance income where it is earned from financial assets that are held for cash management purposes.

2. REVENUE AND EXPENSES (Continued)

(b) Expenses	Note	2021 Actual \$	2021 Budget \$	2020 Actual \$
Auditors remuneration				
Audit services		28,000	30,000	28,000
		28,000	30,000	28,000
Interest expenses (finance costs)				
Borrowings	14(b)	91,622	92,845	88,704
		91,622	92,845	88,704
Other expenditure				
Sundry expenses		100,996	135,017	149,610
		100,996	135,017	149,610

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

2. REVENUE AND EXPENSES

REVENUE RECOGNITION POLICY

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Rates - general rates	General Rates	Over time	Payment dates adopted by Council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Waste management collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	Adopted by council annually	Apportioned equally across the collection period	Not applicable	Output method based on regular weekly and fortnightly peiod as proportionate to collection service.
Waste mangement entry fees	Waste treatment, recycling and disposal service at disposal site	Single point in time	Payment in advance at gate or on normal trading terms if credit provided.	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the funding body	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants with no contract commitments	General appropriations and contributions with no reciprocal commitment	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Fees and charges	Cemetery services, library fees, reinstatements and private works	Single point in time	Full payment in advance	None	Adopted by Council annually	Applied fully based on timing of provision/entry.	Not applicable	Output method based on provision of service or completion of works, or on payment
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval
Pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annually fee	None	Set by legislation	Apportioned equally across inspection cycle	No refunds	After inspection complete based a 4 year cycle
Other inspections	Regulatory Food, Health and safety	Single point in time	Full payment prior to inspection	None	Set by State legislation or limited by legislation to the cost of provision	Applied fully on timing of inspections	Not applicable	Revenue recognised after inspection event occurs
Other revenue - Commissions	Commissions on licencing and ticket sales	Over time	Payment in full on sale	None	Set by mutual agreement with the customer	On receipt of funds	Not applicable	When assets are controlled
Other revenue - Reimbursements	Insurance claims and reimbursable expenses	Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with the customer	When claim is agreed or expense is incurred	Not applicable	When claim is agreed or when reimbursement is agreed

3. CASH AND CASH EQUIVALENTS

NOTE	2021	2020
	\$	\$
Cash at bank and on hand	3,934,874	4,022,314
Term deposits	0	1,103,528
Total cash and cash equivalents	3,934,874	5,125,842
Restrictions		
The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:		
- Cash and cash equivalents	3,394,931	3,909,535
	3,394,931	3,909,535

The restricted assets are a result of the following specific purposes to which the assets may be used:

Reserves - cash backed	4	1,668,323	3,029,055
Contract liabilities from contracts with customers	13	1,634,556	484,971
Bonds and deposits	12	92,052	88,823
Unspent loans	14(c)	0	306,686
Total restricted assets		3,394,931	3,909,535

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

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 financial position.

Restricted assets

Restricted asset balances are not available for general use by the local government due to externally imposed restrictions. Externally imposed restrictions are specified in an agreement, contract or legislation. This applies to reserves, unspent grants, subsidies and contributions and unspent loans that have not been fully expended in the manner specified by the contributor, legislation or loan agreement.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

4. RESERVES - CASH BACKED

	2021 Actual Opening Balance	2021 Actual Transfer to	2021 Actual Transfer (from)	2021 Actual Closing Balance	2021 Budget Opening Balance	2021 Budget Transfer to	2021 Budget Transfer (from)	2021 Budget Closing Balance	2020 Actual Opening Balance	2020 Actual Transfer to	2020 Actual Transfer (from)	2020 Actual Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
(a) Plant reserve	574,467	405	(353,700)	221,172	574,466	3,794	(353,700)	224,560	886,944	12,126	(324,603)	574,467
(b) Building reserve	96,947	178		97,125	96,946	640	0	97,586	321,078	4,390	(228,521)	96,947
(c) Local organisation assistance reserve	31,559	58		31,617	31,559	208	0	31,767	31,133	426	0	31,559
(d) Refuse site reserve	39,397	74		39,471	39,397	260	0	39,657	38,866	531	0	39,397
(e) Aged housing reserve	636,605	672	(270,450)	366,827	636,605	4,203	0	640,808	628,019	8,586	0	636,605
(f) Swimming pool reserve	20,967	39		21,006	20,967	138	0	21,105	20,684	283	0	20,967
(g) River crossing reserve	47,556	87		47,643	47,556	314	0	47,870	46,915	641	0	47,556
(h) Prepaid conditional grants reserve	199,193	366		199,559	199,193	1,315	0	200,508	196,506	2,687	0	199,193
(i) Unspent conditional grants reserve	376,011	689		376,700	376,011	2,483	0	378,494	420,265	5,746	(50,000)	376,011
(j) Public open space reserve	1,006,353	489	(739,639)	267,203	1,006,353	6,645	(739,639)	273,359	1,775,394	24,273	(793,314)	1,006,353
	3,029,055	3,057	(1,363,789)	1,668,323	3,029,053	20,000	(1,093,339)	1,955,714	4,365,804	59,689	(1,396,438)	3,029,055

All reserves are supported by cash and cash equivalents and are restricted within equity as Reserves - cash backed.

In accordance with Council resolutions or adopted budget in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

Name of Reserve	Anticipated date of use	Purpose of the reserve
(a) Plant reserve	Ongoing	To be used to fund the purchaser of new or second hand plant and equipment.
(b) Building reserve	Ongoing	To be used to fund the construction of buildings.
(c) Local organisation assistance reserve	Ongoing	To be used to fund local organisations projects as per Council Policy.
(d) Refuse site reserve	Ongoing	To be used to fund the establishment and operation of the refuse site. All surplus income over expenditure for Sanitation at the end of each financial year is transferred to this reserve.
(e) Aged housing reserve	Ongoing	To be used to fund future aged housing developments.
(f) Swimming pool reserve	Ongoing	To be used to fund the ongoing upgrading and maintaining of the swimming pool.
(g) River crossing reserve	Ongoing	To be used to fund the ongoing upgrading and refurbishment of river crossings as decided by Council.
(h) Prepaid conditional grants reserve	Ongoing	To be used to provide a mechanism for identifying prepaid grants where the expenditure associated will be incurred in the next financial year, these mainly consist of prepaid Financial Assistance Grants and Local Road Grants.
(i) Unspent conditional grants reserve	Ongoing	To be used to provide a mechanism for identifying conditional unspent grants where the expenditure associated will be undertaken in future years, be it operating or capital in nature.
(j) Public open space reserve	Ongoing	To be used to fund the upgrade and rationalisation of Public Open Space and parklands within the Shire.

5. OTHER FINANCIAL ASSETS

(a) Non-current assets

Financial assets at fair value through profit and loss

Financial assets at fair value through profit and loss

Units in Local Government House Trust

	2021	2020
	\$	\$
	36,904	35,611
	<u>36,904</u>	<u>35,611</u>
	36,904	35,611
	<u>36,904</u>	<u>35,611</u>

SIGNIFICANT ACCOUNTING POLICIES

Financial assets at fair value through profit and loss

The Shire classifies the following financial assets at fair value through profit and loss:

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income.
- equity investments which the Shire has not elected to recognise fair value gains and losses through other comprehensive income.

Impairment and risk

Information regarding impairment and exposure to risk can be found at Note 24.

6. TRADE AND OTHER RECEIVABLES

Current

Rates receivable	
Trade and other receivables	
GST receivable	
Allowance for impairment of receivables	
Other sundry receivables	

Non-current

Pensioner's rates and ESL deferred	
------------------------------------	--

	2021	2020
	\$	\$
Rates receivable	253,667	268,443
Trade and other receivables	1,318,935	68,256
GST receivable	0	193,610
Allowance for impairment of receivables	(3,337)	(3,337)
Other sundry receivables	3,900	3,900
	1,573,165	530,872
Pensioner's rates and ESL deferred	25,501	19,236
	25,501	19,236

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables

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

Trade receivables are recognised at original invoice amount less any allowances for uncollectible 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.

Impairment and risk exposure

Information about the impairment of trade receivables and their exposure to credit risk and interest rate risk can be found in Note 24.

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Classification and subsequent measurement

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Trade receivables are held with the objective to collect the contractual cashflows and therefore measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

7. OTHER ASSETS

Other assets - current

Accrued income

	2021	2020
	\$	\$
	158,762	50,313
	158,762	50,313

SIGNIFICANT ACCOUNTING POLICIES

Other current assets

Other non-financial assets include prepayments which represent payments in advance of receipt of goods or services or that part of expenditure made in one accounting period covering a term extending beyond that period.

8. PROPERTY, PLANT AND EQUIPMENT

(a) Movements in Balances

Movement in the balances of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land	Buildings - non- specialised	Buildings - specialised	Total land and buildings	Furniture and equipment	Plant and equipment	Total property, plant and equipment
	\$	\$	\$	\$	\$	\$	\$
Balance at 1 July 2019	3,513,210	1,683,524	21,931,964	27,128,698	122,486	2,432,740	29,683,924
Additions	0	131,664	102,357	234,021	9,770	479,558	723,349
(Disposals)	0	0	0	0	0	(162,022)	(162,022)
Revaluation increments / (decrements) transferred to revaluation surplus	189,790	2,956,248	341,556	3,487,594	0	0	3,487,594
Depreciation (expense)	0	(52,169)	(372,222)	(424,391)	(31,897)	(268,808)	(725,096)
Balance at 30 June 2020	3,703,000	4,719,267	22,003,655	30,425,922	100,359	2,481,468	33,007,749
Comprises:							
Gross balance amount at 30 June 2020	3,703,000	4,719,267	22,003,655	30,425,922	318,612	2,634,275	33,378,809
Accumulated depreciation at 30 June 2020	0	0	0	0	(218,253)	(152,807)	(371,060)
Balance at 30 June 2020	3,703,000	4,719,267	22,003,655	30,425,922	100,359	2,481,468	33,007,749
Additions	0	25,532	123,289	148,821	8,089	520,983	677,893
(Disposals)	0	0	0	0	0	(102,072)	(102,072)
Depreciation (expense)	0	(353,415)	(853,934)	(1,207,349)	(32,884)	(283,916)	(1,524,149)
Balance at 30 June 2021	3,703,000	4,391,384	21,273,010	29,367,394	75,564	2,616,463	32,059,421
Comprises:							
Gross balance amount at 30 June 2021	3,703,000	4,744,799	22,126,944	30,574,743	326,701	3,040,167	33,941,611
Accumulated depreciation at 30 June 2021	0	(353,415)	(853,934)	(1,207,349)	(251,137)	(423,704)	(1,882,190)
Balance at 30 June 2021	3,703,000	4,391,384	21,273,010	29,367,394	75,564	2,616,463	32,059,421

8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Land and buildings					
Land	Level 2	Market approach	Independent registered valuers	June 2020	Recent observable market data for similar properties/income approach using discounted cash flow methodology
Buildings - non-specialised	Level 2	Market approach	Independent registered valuer	June 2020	Recent observable market data for similar properties/income approach using discounted cash flow methodology
Buildings - specialised	Level 3	Improvements to land valued using cost approach using depreciated replacement cost	Independent registered valuer	June 2020	Construction costs (Level 2), current condition, residual values and remaining useful life assessments (Level 3) inputs
(ii) Cost					
Furniture and equipment		Cost approach	Deemed Cost		Purchase cost
Plant and equipment		Cost approach	Deemed Cost		Purchase cost

Following a change to Local Government (Financial Management) Regulation 17A, plant and equipment type assets (being plant and equipment and furniture and equipment) are to be measured under the cost model, rather than at fair value. This change was effective from 1 July 2019 and represented a change in accounting policy. Revaluations carried out previously were not reversed as it was deemed fair value approximated cost at the date of change.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

9. INFRASTRUCTURE

(a) Movements in Balances

Movement in the balances of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - roads	Infrastructure - bridges and culverts	Infrastructure - footpaths	Infrastructure - drainage, kerb and channel	Infrastructure - parks and ovals	Infrastructure - public facilities	Infrastructure - other infrastructure	Infrastructure - foreshore infrastructure	Infrastructure - caravan park	Infrastructure - waste	Infrastructure - water assets	Total Infrastructure
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Balance at 1 July 2019	34,844,161	9,458,207	1,575,943	1,430,758	716,019	1,975,028	1,511,350	269,044	110,049	1,379,661	114,108	53,384,328
Additions	701,188	19,011	28,831	173,986	16,239	0	257,055	1,689,053	0	0	0	2,885,363
Depreciation (expense)	(824,108)	(213,869)	(54,517)	(65,562)	(29,461)	(125,191)	(125,849)	(28,487)	(17,774)	(44,808)	0	(1,529,626)
Transfers	25,568	0	0	(25,568)	0	0	114,108	0	0	0	(114,108)	0
Balance at 30 June 2020	34,746,809	9,263,349	1,550,257	1,513,614	702,797	1,849,837	1,756,664	1,929,610	92,275	1,334,853	0	54,740,065
Comprises:												
Gross balance at 30 June 2020	36,291,299	9,672,020	1,653,931	1,634,328	761,837	2,103,856	1,989,757	1,981,727	125,625	1,423,387	0	57,637,767
Accumulated depreciation at 30 June 2020	(1,544,490)	(408,671)	(103,674)	(120,714)	(59,040)	(254,019)	(233,093)	(52,117)	(33,350)	(88,534)	0	(2,897,702)
Balance at 30 June 2020	34,746,809	9,263,349	1,550,257	1,513,614	702,797	1,849,837	1,756,664	1,929,610	92,275	1,334,853	0	54,740,065
Additions	568,260	0	0	9,689	34,379	0	76,719	897,808	0	0	0	1,586,855
Depreciation (expense)	(858,173)	(214,122)	(55,762)	(80,858)	(29,282)	(124,370)	(129,243)	(51,741)	(16,667)	(44,809)	0	(1,605,027)
Balance at 30 June 2021	34,456,896	9,049,227	1,494,495	1,442,445	707,894	1,725,467	1,704,140	2,775,677	75,608	1,290,044	0	54,721,893
Comprises:												
Gross balance at 30 June 2021	36,859,559	9,672,020	1,653,931	1,644,017	796,216	2,103,856	2,066,476	2,879,535	125,625	1,423,387	0	59,224,622
Accumulated depreciation at 30 June 2021	(2,402,663)	(622,793)	(159,436)	(201,572)	(88,322)	(378,389)	(362,336)	(103,858)	(50,017)	(133,343)	0	(4,502,729)
Balance at 30 June 2021	34,456,896	9,049,227	1,494,495	1,442,445	707,894	1,725,467	1,704,140	2,775,677	75,608	1,290,044	0	54,721,893

9. INFRASTRUCTURE (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Infrastructure - roads	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - bridges and culverts	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - footpaths	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - drainage, kerb and channel	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - parks and ovals	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - public facilities	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - other infrastructure	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - foreshore infrastructure	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - caravan park	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs
Infrastructure - waste	Level 3	Cost approach using depreciated replacement cost	Independent valuation	June 2018	Construction costs (Level 2); current condition, residual values and remaining useful life assessments (Level 3) inputs

10. FIXED ASSETS

SIGNIFICANT ACCOUNTING POLICIES

Fixed assets

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Initial recognition and measurement between mandatory revaluation dates

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Individual assets that are land, buildings, infrastructure and investment properties acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework, are recognised at cost and disclosed as being at fair value as management believes cost approximates fair value. They are subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework.

Revaluation

The fair value of land, buildings, infrastructure and investment properties is determined at least every five years in accordance with the regulatory framework. This includes buildings and infrastructure items which were pre-existing improvements (i.e. vested improvements) on vested land acquired by the Shire.

AUSTRALIAN ACCOUNTING STANDARDS - INCONSISTENCY Revaluation (Continued)

At the end of each period the valuation is reviewed and where appropriate the fair value is updated to reflect current market conditions. This process is considered to be in accordance with *Local Government (Financial Management) Regulation 17A (2)* which requires land, buildings, infrastructure, investment properties and vested improvements to be shown at fair value.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

Land under roads from 1 July 2019

As a result of amendments to the *Local Government (Financial Management) Regulations 1996*, effective from 1 July 2019, vested land, including land under roads, is treated as right-of-use assets measured at zero cost. Therefore, the previous inconsistency with AASB 1051 in respect of non-recognition of land under roads acquired on or after 1 July 2008 has been removed, even though measurement at zero cost means that land under roads is still not included in the statement of financial position.

Vested improvements from 1 July 2019

The measurement of vested improvements at fair value in accordance with *Local Government (Financial Management) Regulation 17A(2)(iv)* is a departure from AASB 16 which would have required the Shire to measure the vested improvements as part of the related right-of-use assets at zero cost.

10. FIXED ASSETS

(a) Disposals of Assets

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss	2021 Budget Net Book Value	2021 Budget Sale Proceeds	2021 Budget Profit	2021 Budget Loss	2020 Actual Net Book Value	2020 Actual Sale Proceeds	2020 Actual Profit	2020 Actual Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment	102,072	138,727	39,637	(2,982)	113,818	113,818	0	0	162,022	185,630	36,277	(12,669)
	102,072	138,727	39,637	(2,982)	113,818	113,818	0	0	162,022	185,630	36,277	(12,669)

The following assets were disposed of during the year.

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss
	\$	\$	\$	\$
Plant and Equipment				
Governance				
Ford Territory 2013	4,800	1,818	0	(2,982)
Subaru Forrester 2017	15,227	20,909	5,682	0
Transport				
Massey Ferguson Tractor	4,318	10,000	5,682	0
Komatsu Grader 2012	77,727	106,000	28,273	0
	102,072	138,727	39,637	(2,982)

10. FIXED ASSETS

(b) Depreciation

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Buildings - non-specialised	353,415	56,942	52,169
Buildings - specialised	853,934	407,026	372,222
Furniture and equipment	32,884	26,346	31,897
Plant and equipment	283,916	249,815	268,808
Infrastructure - roads	858,173	891,782	824,108
Infrastructure - bridges and culverts	214,122	59,501	213,869
Infrastructure - footpaths	55,762	233,878	54,517
Infrastructure - drainage, kerb and channel	80,858	63,808	65,562
Infrastructure - parks and ovals	29,282	32,270	29,461
Infrastructure - public facilities	124,370	136,883	125,191
Infrastructure - other infrastructure	129,243	137,493	125,849
Infrastructure - foreshore infrastructure	51,741	29,757	28,487
Infrastructure - caravan park	16,667	19,439	17,774
Infrastructure - waste	44,809	49,005	44,808
	3,129,176	2,393,945	2,254,722

SIGNIFICANT ACCOUNTING POLICIES

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land and vested land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Buildings	5 to 100 years
Furniture and equipment	1 to 12 years
Plant and equipment	1 to 15 years
Sealed roads and streets	
- formation	not depreciated
- pavement seal	75 years
- bituminous seals	10 to 30 years
- asphalt surfaces	10 to 30 years
Gravel roads	
- formation	not depreciated
- pavement	6 to 15 years
Footpaths - slab	30 years
Sewerage piping	75 years
Water supply piping and drainage systems	20 to 75 years
Caravan park infrastructure	7 to 15 years
Foreshore infrastructure	10 to 25 years
Parks and ovals infrastructure	5 to 25 years
Public use facilities infrastructure	5 to 30 years
Waste site infrastructure	20 to 40 years
Other infrastructure	3 to 50 years

Depreciation on revaluation

When an item of property, plant and equipment is revalued, the gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and the carrying amount of the asset after taking into account accumulated impairment losses.

Amortisation

All intangible assets with a finite useful life, are amortised on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

The residual value of intangible assets is considered to be zero and the useful life and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income and in the note above.

11. REVALUATION SURPLUS

	2021 Opening Balance	2021 Closing Balance	2020 Opening Balance	2020 Change in Accounting Policy	2020 Revaluation Increment	Total Movement on Revaluation	2020 Closing Balance
	\$	\$	\$	\$	\$	\$	\$
Revaluation surplus - Land - freehold land	2,160,759	2,160,759	1,970,969	0	189,790	189,790	2,160,759
Revaluation surplus - Land - vested in and under the control of Council	0	0	157,617	(157,617)	0	0	0
Revaluation surplus - Buildings - non-specialised	6,782,899	6,782,899	3,826,651	0	2,956,248	2,956,248	6,782,899
Revaluation surplus - Buildings - specialised	341,556	341,556	0	0	341,556	341,556	341,556
Revaluation surplus - Plant and equipment	118,039	118,039	118,039	0	0	0	118,039
Revaluation surplus - Infrastructure - roads	27,370,687	27,370,687	27,370,687	0	0	0	27,370,687
Revaluation surplus - Infrastructure - bridges and culverts	8,876,736	8,876,736	8,876,736	0	0	0	8,876,736
Revaluation surplus - Infrastructure - footpaths	1,093,794	1,093,794	1,093,794	0	0	0	1,093,794
Revaluation surplus - Infrastructure - drainage, kerb and channel	570,324	570,324	570,324	0	0	0	570,324
Revaluation surplus - Infrastructure - parks and ovals	409,916	409,916	409,916	0	0	0	409,916
Revaluation surplus - Infrastructure - public facilities	1,658,763	1,658,763	1,658,763	0	0	0	1,658,763
Revaluation surplus - Infrastructure - other infrastructure	704,614	704,614	704,614	0	0	0	704,614
Revaluation surplus - Infrastructure - foreshore infrastructure	261,249	261,249	261,249	0	0	0	261,249
Revaluation surplus - Infrastructure - caravan park	43,871	43,871	43,871	0	0	0	43,871
Revaluation surplus - Infrastructure - waste	1,348,710	1,348,710	1,348,710	0	0	0	1,348,710
	51,741,917	51,741,917	48,411,940	(157,617)	3,487,594	3,487,594	51,741,917

Movements on revaluation of property, plant and equipment (including infrastructure) are not able to be reliably attributed to a program as the assets were revalued by class, as provided for by AASB 116 Aus 40.1.

12. TRADE AND OTHER PAYABLES

Current

Sundry creditors
 Prepaid rates
 Accrued salaries and wages
 ATO liabilities
 Bonds and deposits held
 Accrued interest on long term borrowings

	2021	2020
	\$	\$
Sundry creditors	754,059	1,153,045
Prepaid rates	30,999	40,355
Accrued salaries and wages	28,642	16,913
ATO liabilities	71,002	112,444
Bonds and deposits held	92,052	88,823
Accrued interest on long term borrowings	13,420	15,347
	990,174	1,426,927

Non-Current

Retirement village - lease loan

Retirement village - lease loan	300,000	300,000
	300,000	300,000

SIGNIFICANT ACCOUNTING POLICIES

Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition

Prepaid rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

Retirement village - lease loan

The Retirement village lease loan is a 45 year non-transferable lease for a residence at "Hotham Rise Lifestyle Village" located at Forrest Street, Boddington. After the lease is terminated and a replacement resident settles the grant of a new lease the Shire has agreed to repay the lessee the loan amount.

13. CONTRACT LIABILITIES

Current
 Contract liabilities

2021	2020
\$	\$
1,634,556	484,971

Performance obligations for each type of liability are expected to be recognised as revenue in accordance with the following time bands:

Less than 1 year

Contract liabilities	Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity
\$	\$
1,634,556	0

SIGNIFICANT ACCOUNTING POLICIES

Contract liabilities

Contract liabilities represent the the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

With respect to transfers for recognisable non-financial assets, contract liabilities represent performance obligations which are not yet satisfied.

Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity

Grant liabilities represent the the Shire's performance obligations to construct recognisable non-financial assets to identified specifications which are yet to be satisfied.

Grant liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

SHIRE OF BODDINGTON
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

ATTACHMENT 9.2.2

14. INFORMATION ON BORROWINGS

(a) Borrowings	2021	2020
	\$	\$
Current	357,077	344,397
Non-current	2,116,566	2,473,643
	<u>2,473,643</u>	<u>2,818,040</u>

(b) Repayments - Borrowings

Particulars	Loan Number	Institution	Interest Rate	Actual	30 June 2021	30 June 2021	30 June 2021	Budget	30 June 2021	30 June 2021	30 June 2021	Actual	30 June 2020	30 June 2020	30 June 2020	30 June 2020
				Principal 1 July 2020	Actual Principal Repayments	Actual Interest Repayments	Actual Principal Outstanding	Principal 1 July 2020	Budget Principal Repayments	Budget Interest Repayments	Budget Principal Outstanding	Principal 1 July 2019	Actual New Loans	Actual Principal Repayments	Actual Interest Repayments	Actual Principal Outstanding
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance																
Administration Centre	105	WATC*	4.01%	561,337	(131,812)	(20,850)	429,525	561,337	(131,812)	(21,154)	429,525	688,018	0	(126,681)	(26,291)	561,337
Health																
Doctors Residence	83	WATC*	6.47%	25,074	(12,132)	(1,069)	12,942	26,114	(12,132)	(1,451)	13,982	36,446	0	(11,372)	(1,832)	25,074
Education and welfare																
Childcare Centre	100	WATC*	6.42%	119,180	(16,735)	(6,973)	102,445	119,180	(16,735)	(7,329)	102,445	134,890	0	(15,710)	(7,996)	119,180
Housing																
3 Pecan Street Residence	94	WATC*	6.45%	193,702	(14,318)	(13,091)	179,384	193,702	(14,318)	(12,267)	179,384	207,139	0	(13,437)	(13,057)	193,702
34 Hill Street Residence	97	WATC*	6.45%	196,440	(14,520)	(11,444)	181,920	196,895	(14,520)	(12,440)	182,375	210,067	0	(13,627)	(13,241)	196,440
Recreation and culture																
Recreation Centre	106	WATC*	3.36%	722,307	(61,727)	(23,072)	660,580	722,307	(61,727)	(23,692)	660,580	782,011	0	(59,704)	(25,051)	722,307
Recreation Centre	107	WATC*	1.56%	1,000,000	(93,153)	(15,123)	906,847	1,000,000	(93,880)	(14,512)	906,120	0	1,000,000	0	(1,236)	1,000,000
				<u>2,818,040</u>	<u>(344,397)</u>	<u>(91,622)</u>	<u>2,473,643</u>	<u>2,819,535</u>	<u>(345,124)</u>	<u>(92,845)</u>	<u>2,474,411</u>	<u>2,058,571</u>	<u>1,000,000</u>	<u>(240,531)</u>	<u>(88,704)</u>	<u>2,818,040</u>

* WA Treasury Corporation

14. INFORMATION ON BORROWINGS (Continued)

(c) Unspent Borrowings

Particulars	Date Borrowed	Unspent Balance 1 July 2020	Borrowed During Year	Expended During Year	Unspent Balance 30 June 2021
		\$	\$	\$	\$
Recreation Centre - Loan 107	2020	306,686	0	(306,686)	0
* WA Treasury Corporation		306,686	0	(306,686)	0

(d) Undrawn Borrowing Facilities

	2021	2020
	\$	\$
Credit Standby Arrangements		
Bank overdraft limit	750,000	750,000
Bank overdraft at balance date	0	0
Credit card limit	50,000	30,000
Credit card balance at balance date	(2,759)	(3,460)
Total amount of credit unused	797,241	776,540
Loan facilities		
Loan facilities - current	357,077	344,397
Loan facilities - non-current	2,116,566	2,473,643
Total facilities in use at balance date	2,473,643	2,818,040
Unused loan facilities at balance date	NIL	NIL

SIGNIFICANT ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are recognised at fair value when the Shire becomes a party to the contractual provisions to the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Borrowing costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Risk

Information regarding exposure to risk can be found at Note 24.

15. EMPLOYEE RELATED PROVISIONS

(a) Employee Related Provisions

	Provision for Annual Leave \$	Provision for Long Service Leave \$	Total \$
Opening balance at 1 July 2020			
Current provisions	176,278	69,267	245,545
Non-current provisions	0	89,222	89,222
	<u>176,278</u>	<u>158,489</u>	<u>334,767</u>
Additional provision	155,986	27,353	183,339
Amounts used	(147,435)	(44,954)	(192,389)
Balance at 30 June 2021	<u>184,829</u>	<u>140,888</u>	<u>325,717</u>
Comprises			
Current	184,829	75,668	260,497
Non-current	0	65,220	65,220
	<u>184,829</u>	<u>140,888</u>	<u>325,717</u>

Amounts are expected to be settled on the following basis:

	2021 \$	2020 \$
Less than 12 months after the reporting date	134,211	167,209
More than 12 months from reporting date	156,159	132,211
Expected reimbursements from other WA local governments	35,347	35,347
	<u>325,717</u>	<u>334,767</u>

Timing of the payment of current leave liabilities is difficult to determine as it is dependent on future decisions of employees.

Expected settlement timings are based on information obtained from employees and historical leave trends and assumes no events will occur to impact on these historical trends.

SIGNIFICANT ACCOUNTING POLICIES

Employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position.

Other long-term employee benefits

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations.

Other long-term employee benefits (Continued)

rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

16. NOTES TO THE STATEMENT OF CASH FLOWS

Reconciliation of Cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents. Cash at the end of the reporting period is reconciled to the related items in the Statement of Financial Position as follows:

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Cash and cash equivalents	3,934,874	3,007,602	5,125,842
Reconciliation of Net Result to Net Cash Provided By / (Used In) Operating Activities			
Net result for the period	(1,358,553)	(291,972)	(209,477)
Non-cash flows items:			
Adjustments to fair value of financial assets at fair value through profit and loss	(1,293)	0	(4,677)
Depreciation on non-current assets	3,129,176	2,393,945	2,254,722
(Profit)/loss on sale of asset	(36,655)	0	(23,608)
Changes in assets and liabilities:			
(Increase)/decrease in receivables	(1,048,558)	0	(3,040)
(Increase)/decrease in other assets	(108,449)	0	(38,246)
Increase/(decrease) in payables	(436,753)		764,710
Increase/(decrease) in employee provisions	(9,050)	34,790	(33,883)
Increase/(decrease) in other liabilities	1,149,585	(21,441)	30,024
Non-operating grants, subsidies and contributions	(663,503)	(1,305,799)	(683,682)
Net cash provided by / (used in) operating activities	615,947	809,523	2,052,843

17. TOTAL ASSETS CLASSIFIED BY FUNCTION AND ACTIVITY

	2021	2020
	\$	\$
Governance	3,226,148	3,260,408
General purpose funding	5,549,383	5,672,157
Law, order, public safety	1,973,030	2,019,708
Health	1,939,045	2,002,670
Education and welfare	4,859,568	5,204,119
Housing	1,913,155	2,055,000
Community amenities	1,940,125	1,997,243
Recreation and culture	20,192,551	20,025,893
Transport	48,744,592	49,132,118
Economic services	1,488,708	1,449,952
Other property and services	684,215	690,420
	<u>92,510,520</u>	<u>93,509,688</u>

18. CONTINGENT LIABILITIES

In compliance with Contaminated Sites Act 2003 Section 11, the Shire has listed sites to be possible sources of contamination. Details of those sites are:

- Shire Refuse Site – Lot 71 Robins Rd, Boddington
- Shire Old Depot - 50 Johnstone Street, Boddington
- Shire Old Refuse Site - Lot 15965 River Road, Boddington

Until the Shire conducts an investigation to determine the presence and scope of contamination, assess the risk, and agree with the Department of Water and Environmental Regulation on the need and criteria for remediation of a risk based approach, the Shire is unable to estimate the potential costs associated with remediation of these sites. This approach is consistent with the Department of Water and Environmental Regulation Guidelines.

19. CAPITAL COMMITMENTS

(a) Capital Expenditure Commitments

Contracted for:

	2021	2020
	\$	\$
- capital expenditure projects	0	596,275
- plant & equipment purchases	0	103,510
	0	699,785

Payable:

- not later than one year	0	699,785
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In 2020 the Shire had uncompleted contracted works for the foreshore development totalling \$596,275 and \$103,510 for the purchase of a new tractor and a new utility.

20. ELECTED MEMBERS REMUNERATION

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Elected member G Ventris			
President's annual allowance	8,500	8,320	693
Deputy President's annual allowance	0	0	1,213
Meeting attendance fees	11,219	6,195	5,633
Annual allowance for ICT expenses	515	100	515
	20,234	14,615	8,054
Elected member E Schreiber			
Deputy President's annual allowance	2,125	2,080	174
Meeting attendance fees	5,594	5,200	3,467
Annual allowance for ICT expenses	515	67	343
	8,234	7,347	3,984
Elected member E Coert			
Meeting attendance fees	5,611	5,200	3,467
Annual allowance for ICT expenses	515	67	343
	6,126	5,267	3,810
Elected member J Hoffman			
Meeting attendance fees	1,676	5,200	5,200
Annual allowance for ICT expenses	129	66	515
	1,805	5,266	5,715
Elected member Cr Samreid Manez			
Meeting attendance fees	4,335	5,200	0
Annual allowance for ICT expenses	515	67	0
Travel and accommodation expenses	362	1,000	0
	5,212	6,267	0
Elected member E Smallberger			
Meeting attendance fees	5,683	5,200	433
Annual allowance for ICT expenses	515	67	129
	6,198	5,267	562
Elected member I Webster			
Meeting attendance fees	4,335	5,200	0
Annual allowance for ICT expenses	515	66	0
	4,850	5,266	0
Elected member R McSwain			
President's annual allowance	0	0	4,853
Meeting attendance fees	1,324	0	7,062
Annual allowance for ICT expenses	0	0	515
Travel and accommodation expenses	0	0	141
	1,324	0	12,571
Elected member W McGrath			
Meeting attendance fees	313	0	4,767
Annual allowance for ICT expenses	0	0	515
	313	0	5,282
Elected member M Glynn			
President's annual allowance	0	0	2,774
Meeting attendance fees	284	0	3,900
Annual allowance for ICT expenses	0	0	257
Travel and accommodation expenses	0	0	464
	284	0	7,395

20. ELECTED MEMBERS REMUNERATION

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Elected member Cr D Smart			
Deputy President's annual allowance	0	0	693
Meeting attendance fees			1,733
Annual allowance for ICT expenses			172
	0	0	2,598
Elected member Cr Sharan Manez			
Meeting attendance fees	0	0	1,733
Annual allowance for ICT expenses	0	0	172
	0	0	1,905
	54,580	49,295	51,876
Fees, expenses and allowances to be paid or reimbursed to elected council members.			
President's allowance	8,500	8,320	8,320
Deputy President's allowance	2,125	2,080	2,080
Meeting attendance fees	40,374	37,395	37,395
Annual allowance for ICT expenses	3,219	500	3,476
Travel and accommodation expenses	362	1,000	605
	54,580	49,295	51,876

21. RELATED PARTY TRANSACTIONS

Key Management Personnel (KMP) Compensation Disclosure

	2021 Actual	2020 Actual
The total of remuneration paid to KMP of the Shire during the year are as follows:	\$	\$
Short-term employee benefits	320,098	619,301
Post-employment benefits	46,502	80,643
Other long-term benefits	31,872	55,116
Termination benefits	258,946	0
	657,418	755,060

Short-term employee benefits

These amounts include all salary, fringe benefits and cash bonuses awarded to KMP except for details in respect to fees and benefits paid to elected members which may be found above.

Post-employment benefits

These amounts are the current-year's estimated cost of providing for the Shire's superannuation contributions made during the year.

Other long-term benefits

These amounts represent long service benefits accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP.

21. RELATED PARTY TRANSACTIONS (Continued)

Transactions with related parties

Transactions between related parties and the Shire are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

No outstanding balances or provisions for doubtful debts or guaranties exist in relation to related parties at year end.

	2021 Actual	2020 Actual
	\$	\$
The following transactions occurred with related parties:		
Sale of goods and services - property rental fees and tipping fees	0	12,862
Purchase of goods and services - stationery, postage and skip bin hire	3,593	29,573
Amounts outstanding from related parties:		
Trade and other receivables	0	112
Amounts payable to related parties:		
Trade and other payables	0	2,014

Related Parties

The Shire's main related parties are as follows:

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any elected member, are considered key management personnel.

ii. Other Related Parties

An associate person of KMP was employed by the Shire under normal employment terms and conditions.

Any entity that is controlled by or over which KMP, or close family members of KMP, have authority and responsibility for planning, directing and controlling the activity of the entity, directly or indirectly, are considered related parties in relation to the Shire.

iii. Entities subject to significant influence by the Shire

An entity that has the power to participate in the financial and operating policy decisions of an entity, but does not have control over those policies, is an entity which holds significant influence. Significant influence may be gained by share ownership, statute or agreement.

22. RATING INFORMATION

(a) Rates

RATE TYPE	Rate in \$	Number of Properties	2020/21 Actual Rateable Value \$	2020/21 Actual Rate Revenue \$	2020/21 Actual Interim Rates \$	2020/21 Actual Back Rates \$	2020/21 Actual Total Revenue \$	2020/21 Budget Rate Revenue \$	2020/21 Budget Interim Rate \$	2020/21 Budget Back Rate \$	2020/21 Budget Total Revenue \$	2019/20 Actual Total Revenue \$
Differential general rate / general rate												
Gross rental valuations												
GRV Townsites	0.108500	475	7,112,505	771,707	155	0	771,862	771,706	0	0	771,706	773,471
GRV Mining	0.081116	2	20,635,000	1,673,829	0	0	1,673,829	1,673,828	0	0	1,673,828	1,532,561
Unimproved valuations												
UV Rural	0.006716	244	100,015,000	671,701	233	0	671,934	673,816	0	0	673,816	636,958
UV Mining	0.031850	46	39,887,347	1,270,412	(16)	0	1,270,396	1,264,325	0	0	1,264,325	1,200,968
UV Non Rural	0.024812	1	737,000	18,286	1,290	0	19,576	18,286	0	0	18,286	17,443
Sub-Total		768	168,386,852	4,405,935	1,662	0	4,407,597	4,401,961	0	0	4,401,961	4,161,401
Minimum payment												
Gross rental valuations												
GRV Townsites	960	156	420,709	149,760	0	0	149,760	149,760	0	0	149,760	148,800
GRV Mining	960	1	20	960	0	0	960	960	0	0	960	960
Unimproved valuations												
UV Rural	758	233	21,302,499	176,614	0	0	176,614	176,614	0	0	176,614	192,225
UV Mining	960	42	186,628	40,320	0	0	40,320	40,320	0	0	40,320	40,320
UV Non Rural	960	0	0	0	0	0	0	0	0	0	0	0
Sub-Total		432	21,909,856	367,654	0	0	367,654	367,654	0	0	367,654	382,305
Total amount raised from general rate		1,200	190,296,708	4,773,589	1,662	0	4,775,251	4,769,615	0	0	4,769,615	4,543,706
							4,775,251				4,769,615	4,543,706

SIGNIFICANT ACCOUNTING POLICIES

Rates

Control over assets acquired from rates is obtained at the commencement of the rating period.

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

22. RATING INFORMATION (Continued)

(b) Interest Charges & Instalments

Instalment Options	Date Due	Instalment Plan Admin Charge \$	Instalment Plan Interest Rate %	Unpaid Rates Interest Rate %
Option One				
Single full payment	18/11/2020	0.00	0.00%	8.00%
Option Two				
First instalment	18/11/2020	0.00	0.00%	8.00%
Second instalment	18/03/2021	0.00	3.00%	8.00%
Option Three				
First instalment	18/11/2020	0.00	0.00%	8.00%
Second instalment	18/01/2021	0.00	3.00%	8.00%
Third instalment	18/03/2021	0.00	3.00%	8.00%
Fourth instalment	18/05/2021	0.00	3.00%	8.00%

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Interest on unpaid rates	13,536	19,000	29,377
Interest on instalment plan	2,865	2,500	5,987
Charges on instalment plan	0	0	1,153
	16,401	21,500	36,517

23. RATE SETTING STATEMENT INFORMATION

Note	2020/21	2020/21	2019/20	
	(30 June 2021 Carried Forward)	Budget (30 June 2021 Carried Forward)	(30 June 2020 Carried Forward)	
	\$	\$	\$	
(a) Non-cash amounts excluded from operating activities				
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> .				
Adjustments to operating activities				
Less: Profit on asset disposals	10(a)	(39,637)	0	(36,277)
Less: Fair value adjustments to financial assets at fair value through profit and loss		(1,293)	0	26,257
Movement in pensioner deferred rates (non-current)		(6,265)	0	(19,236)
Movement in employee benefit provisions (non-current)		(24,002)	34,790	44,198
Movement in other sundry debtors		0	0	9,633
Movement in Bonds and deposits		0	0	(88,830)
Add: Loss on disposal of assets	10(a)	2,982	0	12,669
Add: Depreciation on non-current assets	10(b)	3,129,176	2,393,945	2,254,722
Non cash amounts excluded from operating activities		3,060,961	2,428,735	2,203,136
(b) Surplus/(deficit) after imposition of general rates				
The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.				
Adjustments to net current assets				
Less: Reserves - cash backed	4	(1,668,323)	(1,955,714)	(3,029,055)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings	14(a)	357,077	0	344,397
Total adjustments to net current assets		(1,311,246)	(1,955,714)	(2,684,658)
Net current assets used in the Rate Setting Statement				
Total current assets		5,666,801	3,593,536	5,707,027
Less: Total current liabilities		(3,242,304)	(1,637,822)	(2,501,840)
Less: Total adjustments to net current assets		(1,311,246)	(1,955,714)	(2,684,658)
Net current assets used in the Rate Setting Statement		1,113,251	0	520,529

24. FINANCIAL RISK MANAGEMENT

This note explains the Shire's exposure to financial risks and how these risks could affect the Shire's future financial performance.

Risk	Exposure arising from	Measurement Management	
Market risk - interest rate	Long term borrowings at variable rates	Sensitivity analysis	Utilise fixed interest rate borrowings
Credit risk	Cash and cash equivalents, trade receivables, financial assets and debt investments	Aging analysis Credit analysis	Diversification of bank deposits, credit limits. Investment policy
Liquidity risk	Borrowings and other liabilities	Rolling cash flow forecasts	Availability of committed credit lines and borrowing facilities

(a) Interest rate risk

Cash and cash equivalents

The Shire's main interest rate risk arises from cash and cash equivalents with variable interest rates, which exposes the Shire to cash flow interest rate risk. Short term overdraft facilities also have variable interest rates however these are repaid within 12 months, reducing the risk level to minimal.

Excess cash and cash equivalents are invested in fixed interest rate term deposits which do not expose the Shire to cash flow interest rate risk. Cash and cash equivalents required for working capital are held in variable interest rate accounts and non-interest bearing accounts. Carrying amounts of cash and cash equivalents at the 30 June and the weighted average interest rate across all cash and cash equivalents and term deposits held disclosed as financial assets at amortised cost are reflected in the table below.

	Weighted Average Interest Rate	Carrying Amounts	Fixed Interest Rate	Variable Interest Rate	Non Interest Bearing
	%	\$	\$	\$	\$
2021					
Cash and cash equivalents	0.1045%	3,934,874	0	3,933,834	1,040
2020					
Cash and cash equivalents	1.2286%	5,125,842	1,103,528	4,021,374	940

Sensitivity

Profit or loss is sensitive to higher/lower interest income from cash and cash equivalents as a result of changes in interest rates.

	2021	2020
	\$	\$
Impact of a 1% movement in interest rates on profit and loss and equity*	39,349	51,258

* Holding all other variables constant

Borrowings

Borrowings are subject to interest rate risk - the risk that movements in interest rates could adversely affect funding costs. The Shire manages this risk by borrowing long term and fixing the interest rate to the situation considered the most advantageous at the time of negotiation. The Shire does not consider there to be any interest rate risk in relation to borrowings. Details of interest rates applicable to each borrowing may be found at Note 14(b).

24. FINANCIAL RISK MANAGEMENT (Continued)

(b) Credit risk

Trade and Other Receivables

The Shire's major receivables comprise rates annual charges and user fees and charges. The major risk associated with these receivables is credit risk – the risk that the debts may not be repaid. The Shire manages this risk by monitoring outstanding debt and employing debt recovery policies. It also encourages ratepayers to pay rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of the Shire to recover these debts as a secured charge over the land, that is, the land can be sold to recover the debt. Whilst the Shire was historically able to charge interest on overdue rates and annual charges at higher than market rates, which further encourage payment.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

No expected credit loss was forecast on 1 July 2020 or 30 June 2021 for rates receivable as penalty interest applies to unpaid rates and properties associated with unpaid rates may be disposed of to recover unpaid rates.

	Current	More than 1 year past due	More than 2 years past due	More than 3 years past due	Total
30 June 2021					
Rates receivable					
Gross carrying amount	113,329	69,078	43,226	53,535	279,168
30 June 2020					
Rates receivable					
Gross carrying amount	3,090	156,021	66,401	62,167	287,679

The loss allowance as at 30 June 2021 and 30 June 2020 was determined as follows for trade receivables.

	Current	More than 30 days past due	More than 60 days past due	More than 90 days past due	Total
30 June 2021					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	1.2903%	4.4531%	
Gross carrying amount	1,208,205	34,583	1,705	74,442	1,318,935
Loss allowance	0	0	22	3,315	3,337
30 June 2020					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	0.0833%	9.96%	
Gross carrying amount	6,951	1,605	26,417	33,283	68,256
Loss allowance	0	0	22	3,315	3,337

24. FINANCIAL RISK MANAGEMENT (Continued)

(c) Liquidity risk

Payables and borrowings

Payables and borrowings are both subject to liquidity risk – that is the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due. The Shire manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer. Payment terms can be extended and overdraft facilities drawn upon if required and disclosed in Note 14(d).

The contractual undiscounted cash flows of the Shire's payables and borrowings are set out in the liquidity table below. Balances due within 12 months equal their carrying balances, as the impact of discounting is not significant.

	Due within 1 year	Due between 1 & 5 years	Due after 5 years	Total contractual cash flows	Carrying values
	\$	\$	\$	\$	\$
<u>2021</u>					
Payables	990,174	300,000	0	1,290,174	1,290,174
Borrowings	437,957	1,393,690	991,309	2,822,956	2,473,643
	<u>1,428,131</u>	<u>1,693,690</u>	<u>991,309</u>	<u>4,113,130</u>	<u>3,763,817</u>
<u>2020</u>					
Payables	1,426,927	300,000	0	1,726,927	1,726,927
Borrowings	437,945	1,559,325	1,263,630	3,260,900	2,818,040
	<u>1,864,872</u>	<u>1,859,325</u>	<u>1,263,630</u>	<u>4,987,827</u>	<u>4,544,967</u>

25. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

No matters or circumstances have arisen since the end of the financial year which significantly affected or may significantly affect the operations of the Shire.

26. INITIAL APPLICATION OF AUSTRALIAN ACCOUNTING STANDARDS

During the year, the Shire adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were applicable to its operations.

(a) AASB 1059 Service Concession Arrangements: Grantors

The Shire adopted AASB 1059 Service Concession Arrangements: Grantors on 1 July 2020, which resulted in no financial impact.

27. OTHER SIGNIFICANT ACCOUNTING POLICIES

a) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

b) Current and non-current classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. Amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

f) Superannuation

The Shire contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

i) Impairment of assets

In accordance with Australian Accounting Standards the Shire's cash generating non-specialised assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

For non-cash generating specialised assets that are measured under the revaluation model, such as roads, drains, public buildings and the like, no annual assessment of impairment is required. Rather AASB 116.31 applies and revaluations need only be made with sufficient regularity to ensure the carrying value does not differ materially from that which would be determined using fair value at the end of the reporting period.

28. ACTIVITIES/PROGRAMS

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

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
<p>GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources</p>	<p>Administration and operation of members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.</p>
<p>GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services</p>	<p>To collect revenue in the form of rates, interest and general purpose Government grants to allow for the provision of services.</p>
<p>LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community</p>	<p>Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.</p>
<p>HEALTH To provide an operational framework for environmental and community health</p>	<p>Inspection of food outlets and their control, noise control and waste disposal compliance.</p>
<p>EDUCATION AND WELFARE To provide services to the elderly, children and youth</p>	<p>The provision of childcare facilities, aged housing, and the support of youth in the community.</p>
<p>HOUSING To provide and maintain staff and other housing</p>	<p>Provision and maintenance of staff and other housing.</p>
<p>COMMUNITY AMENITIES To provide services required by the community</p>	<p>Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.</p>
<p>RECREATION AND CULTURE To establish and effectively manage infrastructure and resource which will help the social well being of the community</p>	<p>Maintenance of public halls, civic centres, swimming pool, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities.</p>
<p>TRANSPORT To provide safe, effective and efficient transport services to the community</p>	<p>Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.</p>
<p>ECONOMIC SERVICES To help promote the shire and its economic wellbeing</p>	<p>Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.</p>
<p>OTHER PROPERTY AND SERVICES To monitor and control Shire's overheads operating accounts</p>	<p>Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services.</p>

29. FINANCIAL RATIOS

	2021 Actual	2020 Actual	2019 Actual
Current ratio	1.50	1.11	0.94
Asset consumption ratio	0.77	0.79	0.69
Asset renewal funding ratio **	N/A	0.78	0.82
Asset sustainability ratio	0.32	0.35	0.51
Debt service cover ratio	2.86	4.41	4.87
Operating surplus ratio	(0.32)	(0.15)	(0.10)
Own source revenue coverage ratio	0.70	0.79	0.80

* Note: The Asset Renewal Funding Ratio has not been calculated as the Shire's Long Term Financial Plan and Asset Management Plans are outdated.

The above ratios are calculated as follows:

Current ratio	$\frac{\text{current assets minus restricted assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$
Asset consumption ratio	$\frac{\text{depreciated replacement costs of depreciable assets}}{\text{current replacement cost of depreciable assets}}$
Asset renewal funding ratio	$\frac{\text{NPV of planned capital renewal over 10 years}}{\text{NPV of required capital expenditure over 10 years}}$
Asset sustainability ratio	$\frac{\text{capital renewal and replacement expenditure}}{\text{depreciation}}$
Debt service cover ratio	$\frac{\text{annual operating surplus before interest and depreciation}}{\text{principal and interest}}$
Operating surplus ratio	$\frac{\text{operating revenue minus operating expenses}}{\text{own source operating revenue}}$
Own source revenue coverage ratio	$\frac{\text{own source operating revenue}}{\text{operating expense}}$



Auditor General

INDEPENDENT AUDITOR'S REPORT 2021 Shire of Boddington

To the Councillors of the Shire of Boddington

Report on the audit of the annual financial report

Opinion

I have audited the financial report of the Shire of Boddington (Shire) which comprises:

- the Statement of Financial Position at 30 June 2021, the Statement of Comprehensive Income by Nature or Type, Statement of Comprehensive Income by Program, Statement of Changes in Equity, Statement of Cash Flows and Rate Setting Statement for the year then ended
- Notes comprising a summary of significant accounting policies and other explanatory information
- the Statement by the Chief Executive Officer.

In my opinion the financial report of the Shire of Boddington:

- is based on proper accounts and records
- fairly represents, in all material respects, the results of the operations of the Shire for the year ended 30 June 2021 and its financial position at the end of that period in accordance with the *Local Government Act 1995* (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

Basis for opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Auditor's responsibilities section below. I am independent of the Shire in accordance with the *Auditor General Act 2006* and the relevant ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to my audit of the financial report. I have also fulfilled my other ethical responsibilities in accordance with the Code. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Responsibilities of the Chief Executive Officer and Council for the financial report

The Chief Executive Officer (CEO) of the Shire is responsible for the preparation and fair presentation of the financial report in accordance with the requirements of the Act, the Regulations and Australian Accounting Standards. The CEO is also responsible for managing internal control (as required by the CEO) to ensure the financial report is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the CEO is responsible for assessing the Shire's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the State Government has made decisions affecting the continued existence of the Shire.

The Council is responsible for overseeing the Shire's financial reporting process.

Auditor's responsibility for the audit of the financial report

As required by the *Auditor General Act 2006*, my responsibility is to express an opinion on the financial report. The objectives of my audit are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.

A further description of my responsibilities for the audit of the financial report is located on the Auditing and Assurance Standards Board website. This description forms part of my auditor's report and can be found at https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf.

Report on other legal and regulatory requirements

In accordance with the Local Government (Audit) Regulations 1996 I report that:

- (i) In my opinion, the following material matters indicates a significant adverse trend in the financial position of the Shire:
 - a) The Operating Surplus Ratio as reported in Note 29 of the annual financial report is below the Department of Local Government, Sport and Cultural Industries standard for the past 3 financial years.
 - b) The Asset Sustainability Ratio as reported in Note 29 of the annual financial report is below the Department of Local Government, Sport and Cultural Industries standard for the past 3 financial years.
- (ii) The following material matters indicating non-compliance with Part 6 of the Act, the Regulations or applicable financial controls of any other relevant written law were identified during the course of my audit:
 - a) Accounting journal adjustments were processed with no evidence of independent review and approval. Accounting journals can represent significant adjustments to

previously approved accounting transactions, and therefore should be appropriately reviewed and approved.

- b) Changes to employee bank account details and adding of new employees records to the Payroll Masterfile were made without any evidence of independent review. This increases the risk of unauthorised changes to key payroll information.
 - c) The Shire has not reported the Asset Renewal Funding Ratio for 2021 in the annual financial report as required by Section 50(1) of the Local Government (Financial Management) Regulations 1996, as the Shire does not have a current and up to date Asset Management Plan and Long-Term Financial Plan. Consequently, the Asset Renewal Funding Ratio is not supported by verifiable information or reasonable assumptions.
- (iii) All required information and explanations were obtained by me.
 - (iv) All audit procedures were satisfactorily completed.
 - (v) In my opinion, the Asset Consumption Ratio included in the financial report was supported by verifiable information and reasonable assumptions.

Other information

The other information is the information in the entity's annual report for the year ended 30 June 2021, but not the financial report and my auditor's report. The CEO is responsible for the preparation and the Council for overseeing the other information.

My opinion does not cover the other information and, accordingly, I do not express any form of assurance conclusion thereon.

Matters relating to the electronic publication of the audited financial report

This auditor's report relates to the financial report of the Shire of Boddington for the year ended 30 June 2021 included on the Shire's website. The Shire's management is responsible for the integrity of the Shire's website. This audit does not provide assurance on the integrity of the Shire's website. The auditor's report refers only to the financial report described above. It does not provide an opinion on any other information which may have been hyperlinked to/from this financial report. If users of the financial report are concerned with the inherent risks arising from publication on a website, they are advised to refer to the hard copy of the audited financial report to confirm the information contained in this website version of the financial report.



Grant Robinson
Assistant Auditor General Financial Audit
Delegate of the Auditor General for Western Australia
Perth, Western Australia
7 April 2021

9.2.3 Local Roads and Community Infrastructure Program - Round 3 Projects

File Reference: 3.000598
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: Nil

Summary

Council is requested to approve the submission of a funding application under the Local Roads and Community Infrastructure Program – Round 3 – in accordance with community priorities.

Background

As a stimulus measure responding to the economic impacts of COVID19, the Department of Infrastructure, Transport, Regional Development and Communications (DITRDC) announced the Local Roads and Community Infrastructure Grant Program (LRCI). The purpose of this program was to assist in a community-led recovery from COVID-19 and deliver eligible local road and community infrastructure projects which are in addition to projects a local government has identified to undertake using own source funds.

LRCI funded projects must meet the terms of the grant program. Local road projects must involve construction or maintenance of roads managed by local governments. Community infrastructure projects must involve the construction and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

LRCI Phase 3 opened in January 2022. The Shire of Boddington was allocated \$341,192. The recommendation of the allocation of this funding has been delayed until the Strategic Community Plan project progressed to a stage where a good level of understanding of community priorities was known. The Shire is required to nominate projects along with a draft construction work schedule for approval before 30 June 2022. Construction of the nominated projects must be complete before 30 June 2023.

A further \$170,596 was announced (Phase 3 extension) as a part of the Federal Budget in April 2022. This will be available from 1 July 2023, with construction completion due by 30 June 2024.

Comment

Council approval is sought for a list of projects that have been prioritised based on project readiness, social impacts and alignment with the feedback that has been received to date with regard to the Strategic Community Plan review.

Item	Detail	Estimated Cost
1. Toddler playspace	The current play equipment at Hotham Park is well suited to older children, however, there are very few items for toddlers. This project is likely to involve re-engaging the suppliers who delivered the main Hotham Park playspace, and is anticipated to include play equipment, softfall, fencing and shade.	\$100,000

2. Main Street revitalisation project.	Planning and delivery of Stage 1 in accordance with community engagement outcomes. The specifics will be determined through a masterplanning process, and may include streetscape works such as replacement of pathways and street furniture, enhanced landscaping and parking modifications.	\$70,000 (planning) \$71,192 (Stage 1 construction)
3. Hotham Park Shade	Installation of shade sails over Hotham Park play equipment.	\$100,000
4. Foreshore toilets upgrade	Upgrade of the toilet facilities at the foreshore, including reconfiguration to allow accessibility, wall and floor tiling, new plumbing and fixtures and artwork.	\$90,000

Items 1, 2 and 3 are considered a good fit for the LRCI program and able to be delivered within the required timeframes. Council may also wish to consider not funding Item 3, and increasing the construction component of the Main Street revitalisation project for the 2022/23 year.

Item 4 is considered a lower priority, however, is still planned to be submitted for 2022/23 budget consideration. The project would benefit from further scoping to ascertain the best layout options within the current building configuration, and as such is not recommended for the LRCI funding due to time constraints.

Consultation

The community workshops held as a part of the strategic planning process have informed the recommendation.

Strategic Implications

Pillar 1 A vibrant and connected community
Develop the foreshore to provide a key recreation destination for the community

Pillar 2 A thriving and diverse economy
Provide amenity in the main street

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

There are no financial implications in relation to the officer recommendation, as no matching funding is required to support the allocation of LRCI funds to projects.

Economic Implications

Opportunity to improve the standard of facilities for all members of the community will have positive implications on the local economy.

Social Implications

Allocation of funding to install a toddler playspace and shade over Hotham Park play elements will increase the ability for families to connect. The mainstreet revitalisation project will improve community and visitor sentiment due to amenity upgrades.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Risks exist around the timing of the funding and ability to deliver projects in a constrained supply environment.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Immediate commencement of the projects is proposed upon Council endorsement and approval from the funding body.

Options

1. Reprioritise or include additional projects for funding
2. Defer the decision until June 2022

Voting Requirements

Simple Majority

Officer Recommendation

That Council endorse the following projects to be submitted for funding consideration under the Local Roads and Community Infrastructure Program Phase 3:

- 1. Toddler play area within the Hotham Park precinct \$100,000**
- 2. Boddington Main Street Revitalisation planning and Stage 1 construction \$141,192**
- 3. Hotham Park Playground Shade Sails - \$100,000**

9.2.4 Independent Housing Units - Criteria Review

File Reference: 2.018
Applicant: Not applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.4A Current Management Plan

Summary

Council is requested to approve the criteria and management of the Independent Housing Units on Hotham Avenue Boddington.

Background

The Shire currently owns 4 Independent Units on Hotham Avenue. These have historically been rented in accordance with the Management Plan, as per Attachment 9.2.4A.

Recently, a unit has become vacant which has provided an opportunity to review the current leasing arrangements, criteria for eligibility and rent amount.

Comment

An approach is suggested based on set criteria to determine eligibility, as well as chronological order (wait list). Where an applicant meets the set criteria, they will be placed on the wait list and offered a place in order of date of application. This approach removes any subjective assessment.

It is proposed that an eligible applicant must:

- Be in receipt of a pension from Centrelink or Veterans Affairs
- Not own a property

Currently, a weekly rent of \$90 is charged. This is well below the current market rate for a 2 bedroom unit. Rent assistance is not available to tenants currently, due to the rent being below the minimum threshold. To receive the maximum amount of rent assistance, a single person must pay a minimum of \$165 per week and a couple must pay a minimum of \$197 per week.

A revised rate of \$175 per week is recommended, which will result in a net rent for a single or couple of \$102/\$106 per week. This rent would be applicable to all new tenants, and subject to an appropriate period of notice for existing tenants (minimum 60 days). Leases are proposed to be managed in accordance with the Residential Tenancies Act.

Alternative rent charges may be considered, including:

	Weekly Rent	\$165	\$175	\$200	\$210	\$220	\$230	\$240	\$250
single	Net rent after rent assistance	\$92	\$102	\$127	\$137	\$147	\$157	\$167	\$177
couple	Net rent after rent assistance	\$115 *	\$120 *	\$131	\$141	\$151	\$161	\$171	\$181

*estimated, due to the fortnightly rent being below the required limit to receive maximum rent assistance.

Consultation

Nil

Strategic Implications

Pillar 1 A vibrant and connected community

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

A positive impact on the Shire's financial position will be realised, due to the rent increase. This will allow additional maintenance to be carried out on the buildings which can be funded through the rental income received, rather than sourcing this from other municipal funds.

Economic Implications

Nil

Social Implications

The amendments to the criteria will allow continued access to the housing units for those in need. Minimal financial impact will be realised by tenants, as access to rent assistance is available to offset the majority of the increase.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	A lack of a consistent and equitable approach is considered to be the key risk for this item
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed.

Options

1. Adopt the criteria as presented
2. Amend the criteria
3. Keep the existing criteria that is contained within the current Management Plan

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

- 1. Adopts the following criteria for Independent Housing on 36 Hotham Avenue Boddington:
 - a. Be in receipt of a pension from Centrelink or Veterans Affairs**
 - b. Not own a property****
- 2. Endorses places to be allocated in chronological order of application, subject to applicants meeting the eligibility criteria**
- 3. Approves a rental charge of \$175 per week for new tenancies effective immediately; and following a minimum notice period of 60 days for existing tenancies.**

SHIRE OF BODDINGTON

INDEPENDENT UNITS MANAGEMENT PLAN

This Management Plan has been formulated to ensure that the Shire of Boddington's Independent Care Units are managed under predetermined guidelines to ensure efficient and equitable management of the units situated on Williams Location 8016 Lot 100 (36) Bannister Road.

MANAGEMENT

The Council of the Shire of Boddington will be responsible for the tenant selection process and all other matters concerned with the management of the units.

RIGHTS OF TENANTS

The rights of the tenants will be respected and will include a process to allow:-

1. Security of Tenure - the tenants will be afforded the same rights as Department of Housing & Works public housing tenants.
2. This project will operate in compliance with the Residential Tenancies Act.
3. Tenants will be provided with a tenancy agreement as recommended by the Department of Consumer Affairs for periodic tenancy.
4. Tenants will receive a copy of this management plan at the time of signing the tenancy agreement.
5. Unless otherwise arranged, property inspections will be conducted every 12 months by the Principal Environmental Health Officer/Building Surveyor and one Council member. Notice of inspection will be advised to tenants by seven days written notice.

TENANT SELECTION CRITERIA

The application for tenancy will be marked on a points system based on the following criteria:-

1. Status - Aged pensioners and disabled persons will be given priority for housing.

Maximum points available - 20

2. Income - Persons applying should be income eligible as per the Department of Housing & Works income limits guidelines.

Maximum points available – 30

3. Need for Housing - This is determined by the applicant's current accommodation in relation to:-

- a) lack of security of tenancy -**10 points**
- b) unaffordable rents - ie. that person currently paying more than 25% of their income -**10 points**
- c) standard of accommodation - eg. overcrowding, structural -**10 points**
- d) location - in relation to work or town -**10 points**

4. General history - The applicants number of years residing in the district and of active participation in the community -**10 points**

TENANT SELECTION PROCESS

The method for determining selection of tenants will be as follows:-

1. Advertisements will be placed in local newspapers (Boddington Newsletter and/or Narrogin Observer) inviting applications for tenancy.
2. A questionnaire will be forwarded to all applicants. The answers to the questionnaire will be marked in accordance with the points system and a short list of applicants will be determined.
3. Letters will be forwarded to short listed applicants inviting them to attend an interview with Council.

Unsuccessful applicants will be advised accordingly.

4. The successful applicants will be offered tenancy subject to appeal, and unsuccessful applicants will be advised accordingly and notified of their right to appeal against the Council's selection decision within 7 days.

All selection decisions will be documented to allow for an independent assessment to be made by an arbitrator if necessary.

Eligible applicants who are initially not selected, will be placed on a waiting list. When a residence becomes available they will be notified and encouraged to reapply.

GRIEVANCE PROCEDURE

Any person who feels aggrieved by the decision of the Council regarding non selection, will have the right of appeal. An independent person will be appointed to review appeals.

RENT

Rent charged will be as per the Shire's Fees & Charges schedule reviewed and adopted each year.

SHIRE OF BODDINGTON

INDEPENDENT CARE UNITS

Unit _____ **LOT 100 (36) HOTHAM AVENUE BODDINGTON**

APPLICANT DETAILS

Surname: _____

First Name: _____ MR/MRS/MISS/MS

MALE/FEMALE Home Address:

Postal Address (if same as above leave blank)

Telephone: Wk _____ After hours: _____

Are you an Australian Citizen or Permanent Resident YES NO

Do you or your partner/co-applicant own or are you in the process of buying residential land

or property. YES NO

Do you or your partner/co-applicant currently rent property YES NO

If yes, current rent paid \$ _____ per week.

Security of tenancy _____

DECLARATION

I/We declare the information in this application is correct.

Signed (applicant) _____

Signed(partner/co-
applicant)_____

Date: _____

Warning: It is important the details of your application are true and accurate. A false declaration will result in withdrawal of your application and the loss of your place on the waiting list.

HOUSEHOLD DETAILS

Complete details of household members who will live in unit

APPLICANT:

SURNAME: _____ FIRST NAMES:

Date of Birth	Sex M/F	Pension Type	Wages or Salary	Bank Savings	Other income	Do you have a disability Y/N

PARTNER/CO-APPLICANT

SURNAME: _____ FIRST NAMES:

Date of Birth	Sex M/F	Pension Type	Wages or Salary	Bank Savings	Other income	Do you have a disability Y/N

Objective:

To establish in a policy format the selection criteria for new tenants and the management of the Independent Care Units

Resolution No:

Resolution Date:

9.3. CORPORATE SERVICES

9.3.1 Monthly Financial Statements

File Reference:	3.0056
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Executive Manager Corporate Services
Attachments:	9.3.1A Monthly Financial Report period ended 30 April 2022

Summary

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

Background

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

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

Comment

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

Consultation

Nil

Strategic Implications

Nil

Legislative Implications

Local Government Act 1995

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

Local Government (Financial Management) Regulations 1996

Regulation 34 states:

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

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

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

Policy Implications

Nil

Financial Implications

As disclosed in the financial statements.

Economic Implications

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

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

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

Options

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

Voting Requirements

Simple Majority

Officer Recommendation

That Council receive the financial statements as presented, for the period ending 30 April 2022.



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)

For the Period Ended 30 April 2022

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

TABLE OF CONTENTS

Basis of Preparation	2
Key Terms and Descriptions	3
Statement of Financial Activity by Program	4
Note 1 Explanation of Material Variances	5
Note 2 Statement of Financial Activity Information	6
Note 3 Cash and Financial Assets	7
Note 4 Receivables	8
Note 5 Rate Revenue	9
Note 6 Capital Acquisitions	11
Note 7 Borrowings	12
Note 8 Grants and Contributions	13
Note 9 Budget Amendments	14

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 APRIL 2022**

BASIS OF PREPARATION

BASIS OF PREPARATION

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

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

SIGNIFICANT ACCOUNTING POLICES

CRITICAL ACCOUNTING ESTIMATES

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

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

GOODS AND SERVICES TAX

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

ROUNDING OFF FIGURES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 09 May 2022

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 APRIL 2022**

STATUTORY REPORTING PROGRAMS

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

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
<p>GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources</p>	Administration and operation of members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.
<p>GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services</p>	To collect revenue in the form of rates, interest and general purpose Government grants to allow for the provision of services.
<p>LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community</p>	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services
<p>HEALTH To provide an operational framework for environmental and community health</p>	Inspection of food outlets and their control, noise control and waste disposal compliance
<p>EDUCATION AND WELFARE To provide services to the elderly, children and youth</p>	The provision of childcare facilities, aged housing, and the support of youth in the community.
<p>HOUSING To provide and maintain staff and other housing</p>	Provision and maintenance of staff and other housing
<p>COMMUNITY AMENITIES To provide services required by the community</p>	Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences
<p>RECREATION AND CULTURE To establish and effectively manage infrastructure and resource which will help the social well being of the community</p>	Maintenance of public halls, civic centres, swimming pool, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities
<p>TRANSPORT To provide safe, effective and efficient transport services to the community</p>	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
<p>ECONOMIC SERVICES To help promote the shire and its economic wellbeing</p>	Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control
<p>OTHER PROPERTY AND SERVICES To monitor and control Shire's overheads operating accounts</p>	Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

STATUTORY REPORTING PROGRAMS

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	2(c)	1,130,431	1,130,431	1,130,431	0	0%	
Revenue from operating activities							
Governance		75,258	66,182	76,820	10,638	16%	▲
General purpose funding - general rates	5	5,225,193	5,224,193	5,228,314	4,121	0%	
General purpose funding - other		184,535	143,563	380,043	236,480	165%	▲
Law, order and public safety		151,385	125,502	123,825	(1,677)	(1%)	
Health		39,290	32,430	35,004	2,574	8%	
Education and welfare		519,200	475,305	507,594	32,289	7%	
Housing		39,300	29,093	25,434	(3,659)	(13%)	
Community amenities		313,304	308,182	316,955	8,773	3%	
Recreation and culture		86,720	72,431	75,486	3,055	4%	
Transport		110,080	52,580	60,627	8,047	15%	
Economic services		391,122	324,848	381,782	56,934	18%	▲
Other property and services		59,896	54,894	68,612	13,718	25%	▲
		7,195,283	6,909,203	7,280,496	371,293		
Expenditure from operating activities							
Governance		(225,617)	(82,155)	(82,771)	(616)	(1%)	
General purpose funding		(22,307)	(19,553)	(1,142)	18,411	94%	▲
Law, order and public safety		(548,783)	(460,959)	(425,849)	35,110	8%	
Health		(233,897)	(195,976)	(209,810)	(13,834)	(7%)	
Education and welfare		(1,119,710)	(950,410)	(830,863)	119,547	13%	▲
Housing		(79,785)	(60,128)	(32,295)	27,833	46%	▲
Community amenities		(883,143)	(700,477)	(699,920)	557	0%	
Recreation and culture		(2,415,766)	(2,040,906)	(1,965,374)	75,532	4%	
Transport		(3,304,496)	(2,582,127)	(2,407,822)	174,305	7%	
Economic services		(898,009)	(750,559)	(715,820)	34,739	5%	
Other property and services		(62,095)	(57,670)	34,507	92,177	160%	▲
		(9,793,608)	(7,900,920)	(7,337,159)	563,761		
Non-cash amounts excluded from operating activities	2(a)	3,106,735	2,559,909	2,511,892	(48,017)	(2%)	
Amount attributable to operating activities		508,410	1,568,192	2,455,229	887,037		
Investing Activities							
Proceeds from non-operating grants & contributions	7	1,256,407	840,294	657,248	(183,046)	(22%)	▼
Proceeds from disposal of assets	5	34,000	10,000	7,273	(2,727)	(27%)	
Payments for property, plant and equipment & infrastructure	6	(2,420,021)	(1,140,976)	(1,250,192)	(109,216)	(10%)	▼
		(1,129,614)	(290,682)	(585,671)	(294,989)		
Financing Activities							
Proceeds from new debentures	6	0	0	0	0	0%	
Transfer from reserves	2	120,000	0	0	0	0%	
Repayment of debentures	6	(357,077)	(225,796)	(225,796)	0	0%	
Transfer to reserves	2	(61,202)	0	0	0	0%	
Amount attributable to financing activities		(298,279)	(225,796)	(225,796)	0		
Closing funding surplus / (deficit)	2(c)	210,948	2,182,145	2,774,193			

KEY INFORMATION

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

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

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**NOTE 1
EXPLANATION OF MATERIAL VARIANCES**

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

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

Reporting Program	Var. \$	Var. %	Timing / Permanent	Explanation of Variances
	\$	%		
Revenue from operating activities				
Governance	10,638	16%	▲ Permanent	Parental Leave reimbursement.
General purpose funding - rates	4,121	0%		
General purpose funding - other	236,480	165%	▲ Permanent	Advance Payment of 2022/2023 Federal Assistance Grant.
Law, order and public safety	(1,677)	(1%)		
Health	2,574	8%		
Education and welfare	32,289	7%		
Housing	(3,659)	(13%)		
Community amenities	8,773	3%		
Recreation and culture	3,055	4%		
Transport	8,047	15%		
Economic services	56,934	18%	▲ Permanent	Caravan Park income exceeding budget expectations \$54k .
Other property and services	13,718	25%	▲ Permanent	Reimbursement of Workers Compensation payments.
Expenditure from operating activities				
Governance	(616)	(1%)		
General purpose funding	18,411	94%	▲ Timing	Valuation expenses from Landgate yet to be incurred.
Law, order and public safety	35,110	8%		
Health	(13,834)	(7%)		
Education and welfare	119,547	13%	▲ Timing	Expenditure still to be incurred within Childcare and Youth Services, with possible savings in ELC wages.
Housing	27,833	46%	▲ Timing	Maintenance works yet to be carried out on staff housing.
Community amenities	557	0%		
Recreation and culture	75,532	4%		
Transport	174,305	7%		
Economic services	34,739	5%		
Other property and services	92,177	160%	▲ Timing	Over allocation of Public Works Overheads, partly due to overhead costs being costed directly to jobs.
Non-cash amounts excluded from operating activities.	(48,017)	(2%)		
Investing activities				
Proceeds from non-operating grants & contributions	(183,046)	(22%)	▼ Timing	Regional Road Group funding to be claimed once capital works are complete.
Proceeds from disposal of assets	(2,727)	(27%)		
Payments for property, plant and equipment & infrastructure	(109,216)	(10%)	▼ Permanent	Purchase of Hino Crew Truck contained in 2020/2021 Budget. Purchase order raised March 2021, arrived March 2022 omitted from 2021/2022 Budget.
Financing activities				
Transfer from reserves	0	0%		
Repayment of debentures	0	0%		
Transfer to reserves	0	0%		

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**NOTE 2
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

(a) Non-cash items excluded from operating activities

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

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	5	0	0	(2,489)
Less: Movement in liabilities associated with restricted cash		0	0	0
Movement in pensioner deferred rates (non-current)		0	0	(3,805)
Movement in employee benefit provisions (non-current)		34,790	0	0
Movement in other provisions (non-current)		0	0	0
Add: Loss on asset disposals	5	0	0	0
Add: Depreciation on assets		3,071,945	2,559,909	2,518,186
Total non-cash items excluded from operating activities		3,106,735	2,559,909	2,511,892

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

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

		Last Year Closing 30 June 2021	This Time Last Year 30 April 2021	Year to Date 30 April 2022
Adjustments to net current assets				
Less: Reserves - restricted cash	2	(1,668,321)	(2,758,603)	(1,668,321)
Add: Borrowings	6	357,077	131,166	131,281
Add: Provisions - employee		0	0	0
Total adjustments to net current assets		(1,311,244)	(2,627,437)	(1,537,040)

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

Current assets

Cash and cash equivalents	2	3,934,794	4,363,344	6,437,815
Rates receivables	3	253,668	388,115	353,848
Receivables	3	1,404,087	110,283	82,148
Other current assets	5	158,762	31,497	(2,214)
Less: Current liabilities				
Payables		(1,095,378)	(473,453)	(270,402)
Borrowings	7	(357,077)	(131,166)	(131,281)
Contract liabilities		(1,596,684)	(484,971)	(1,898,184)
Provisions		(260,497)	(245,545)	(260,497)
Less: Total adjustments to net current assets	2(b)	(1,311,244)	(2,627,437)	(1,537,040)
Closing funding surplus / (deficit)		1,130,431	930,666	2,774,193

CURRENT AND NON-CURRENT CLASSIFICATION

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

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

CASH AND INVESTMENTS

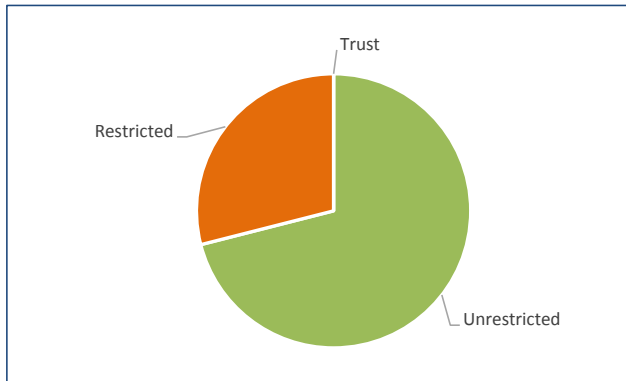
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on hand							
Petty Cash & Floats	400	0	400			0.00%	On Hand
At Call Deposits							
Municipal Funds	2,572,426	0	2,572,426		NAB		At Call
Bonds & Deposits	0	93,021	93,021		NAB		At Call
Term Deposits & Overnight Cash Deposits							
OCDF Boddington Supertowns	0	103,646	103,646		Treasury	0.05%	Overnight
Reserve Funds	0	1,668,322	1,668,322		NAB	0.20%	16/06/22
Municipal Funds	2,000,000	0	2,000,000		NAB	0.20%	16/06/22
Total	4,572,826	1,864,989	6,437,815	0			

KEY INFORMATION

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

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

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



Total Cash	Unrestricted
\$6.44 M	\$4.57 M

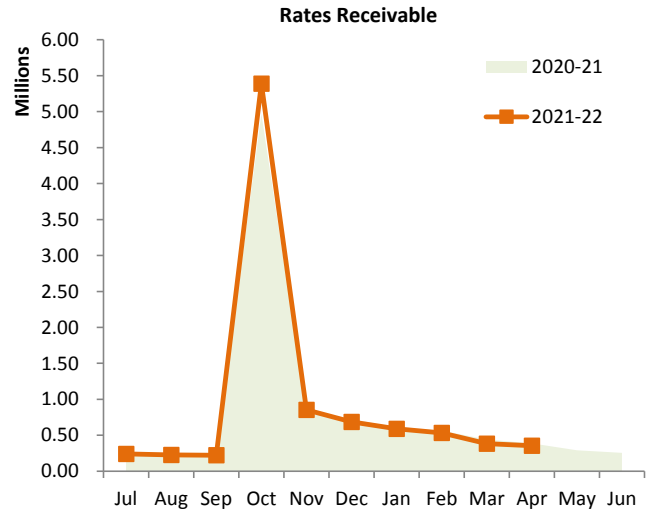
CASH BACKED RESERVES

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Rates receivable	30 June 2021	30 Apr 2022
	\$	\$
Opening arrears previous years	268,443	253,668
RATES - levied this year	4,775,251	5,227,323
RUBBISH - levied this year	231,837	253,247
ESL - levied this year	102,228	107,448
TOTAL levied this year	5,109,316	5,588,018
Less - collections to date	(5,124,091)	(5,487,838)
Equals current outstanding	253,668	353,848
Net rates collectable	253,668	353,848
% Collected	95.3%	93.9%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	(5,995)	3,301	202	50,501	48,008
Percentage	-12.5%	6.9%	0.4%	105.2%	
Balance per trial balance					
Sundry receivable					48,008
GST receivable					35,438
Increase in Allowance for impairment of receivables from contracts with customers					(3,337)
Accrued Income					(2,214)
Loan Clay Target Club					2,039
Total receivables general outstanding					79,934

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.

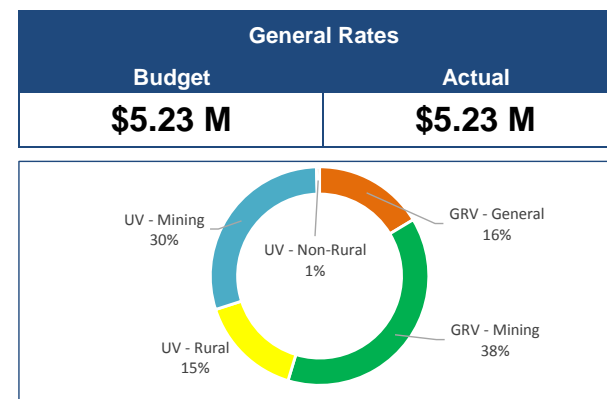
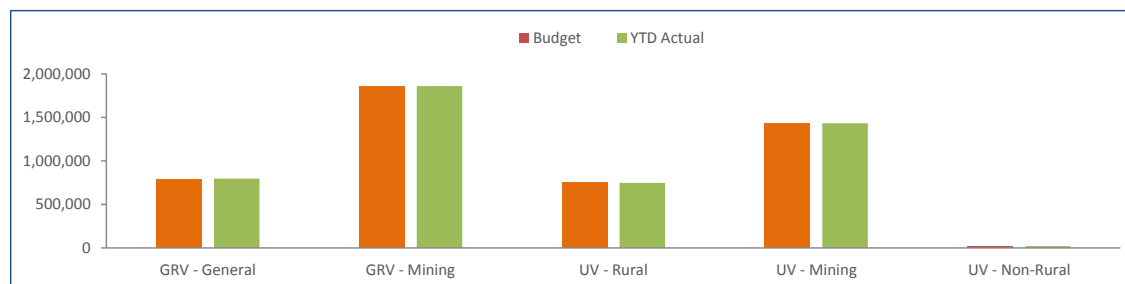
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**OPERATING ACTIVITIES
NOTE 5
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	0.111213	475	7,119,005	791,726	0	791,726	795,485	352	0	795,837
GRV - Mining	0.090161	2	20,635,000	1,860,472	0	1,860,472	1,860,472	0	0	1,860,472
Unimproved value										
UV - Rural	0.006884	242	108,471,000	746,714	1,000	747,714	746,714	638	0	747,352
UV - Mining	0.032646	48	43,849,051	1,431,496	0	1,431,496	1,432,835	0	0	1,432,835
UV - Non-Rural	0.025432	2	883,500	22,469	0	22,469	22,469	0	0	22,469
Sub-Total		769	180,957,556	4,852,877	1,000	4,853,877	4,857,975	990	0	4,858,965
Minimum payment	Minimum \$									
Gross rental value										
GRV - General	984	155	419,914	152,520	0	152,520	150,552	0	0	150,552
GRV - Mining	984	1	20	984	0	984	984	0	0	984
Unimproved value										
UV - Rural	750	234	21,171,000	175,500	0	175,500	175,500	0	0	175,500
UV - Mining	984	43	190,782	42,312	0	42,312	42,312	0	0	42,312
UV - Non-Rural	984	0	0	0	0	0	0	0	0	0
Sub-total		433	21,781,716	371,316	0	371,316	369,348	0	0	369,348
Amount from general rates						5,225,193				5,228,313

KEY INFORMATION

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



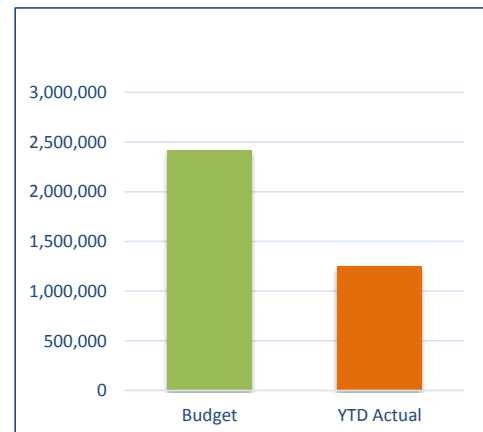
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	55,000	45,000	45,931	931
Land and Buildings	190,000	147,000	131,053	(15,947)
Plant and Equipment	222,233	40,000	158,469	118,469
Road Infrastructure	1,372,403	645,403	652,965	7,562
Footpath Infrastructure	111,073	111,073	111,722	649
Infrastructure - Parks, Gardens, Recreation Facilities	469,312	152,500	150,053	(2,447)
Total Capital Acquisitions	2,420,021	1,140,976	1,250,192	109,216
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	1,256,407	840,294	657,248	(183,046)
Borrowings	0	0	0	0
Other (disposals & C/Fwd)	34,000	10,000	7,273	(2,727)
Cash backed reserves				
Plant Reserve	0	0	0	0
Building Reserve	0	0	0	0
Local Organisation Assistance Fund Reserve	0	0	0	0
Refuse Site Reserve	0	0	0	0
Aged Housing Reserve	0	0	0	0
Swimming Pool Reserve	0	0	0	0
River Crossing Reserve	0	0	0	0
Prepaid Conditional Grants Reserve	0	0	0	0
Unspent Conditional Grants Reserve	0	0	0	0
Public Open Space Reserve	0	0	0	0
Town Weir Reserve	0	0	0	0
Contribution - operations	1,129,614	290,682	585,671	294,989
Capital funding total	2,420,021	1,140,976	1,250,192	109,216

SIGNIFICANT ACCOUNTING POLICIES

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



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$2.42 M	\$1.25 M	52%

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






























NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

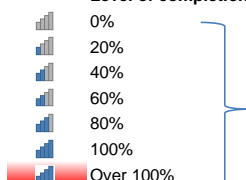
Capital Disposals

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

Capital Acquisitions

Account Description	Amended Budget	YTD Budget	YTD Actual	Variance Under/(Over)
 IT Equipment - Server Replacement	45,000	45,000	45,931	(931)
 Office Equipment	10,000	0	0	0
Total Furniture & Equipment	55,000	45,000	45,931	(931)
 Swimming Pool - Disabled Toilet & Shower	5,000	0	0	0
 Land Acquisition - Aged Accommodation	120,000	120,000	103,049	16,951
 Café - Commercial Kitchen Fitout	65,000	27,000	28,004	(1,004)
Total Land & Buildings	190,000	147,000	131,053	15,947
 Doctors Vehicle	40,000	40,000	49,647	(9,647)
 Hino 921 AT 4400 Wide Crew Truck	0	0	108,822	(108,822)
 Plant Float Trailer	50,158	0	0	0
 Truck Modifications for Towing Plant Float	6,875	0	0	0
 Mower	51,200	0	0	0
 D/Cab Utility - BT015	30,000	0	0	0
 Utility - BT011	39,000	0	0	0
 Water Pump for Road Construction	5,000	0	0	0
Total Plant & Equipment	222,233	40,000	158,469	(118,469)
 RTR - Days Rd - Seal	70,064	70,064	83,587	(13,523)
 LRCI - Days Rd - Seal	35,175	35,175	35,175	0
 RTR - Chalk Brook Rd	88,164	88,164	74,058	14,106
 RTR - River Rd/Forrest St Intersection Upgrade	40,000	17,000	16,765	235
 RRG - Crossman Rd (2021/2022)	165,000	165,000	173,217	(8,217)
 RRG - Crossman Rd (2020/2021)	66,000	66,000	66,000	0
 RRG - Harvey Quindanning Rd	563,000	170,000	169,551	449
 RRG - Lower Hotham Rd	345,000	34,000	34,612	(612)
Total Road Infrastructure	1,372,403	645,403	652,965	(7,562)
 Footpaths - LRCI Phase 2 Grant Project	111,073	111,073	111,722	(649)
Total Footpath Infrastructure	111,073	111,073	111,722	(649)
 Drainage - ELC - Drainage Works	20,000	1,500	1,440	60
 Hotham Park/Foreshore Landscape & Lighting	241,312	56,000	56,120	(120)
 Ranford Playground Replacement	50,000	0	252	(252)
 Early Learning Centre - Shade Structure	40,000	5,000	0	5,000
 Swimming Pool - Repaint Basin	28,000	0	0	0
 Street Lighting - LRCI Phase 2 Grant Project	50,000	50,000	52,241	(2,241)
 Sculpture	40,000	40,000	40,000	0
Total Other Infrastructure	469,312	152,500	150,053	2,447
	2,420,021	1,140,976	1,250,192	(109,216)

Level of completion indicators



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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

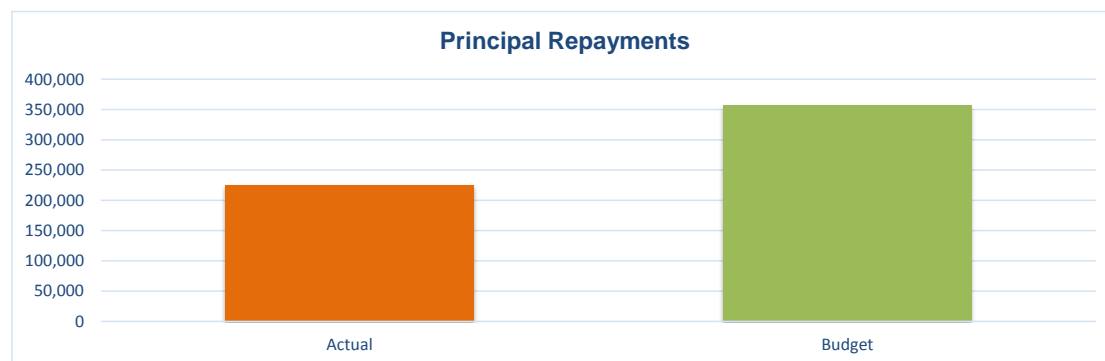
Repayments - borrowings

Information on borrowings Particulars	Loan No.	Interest %	1 July 2021	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	
Governance											
Administration Centre	105	4.01%	429,525	0	0	67,895	137,150	361,630	292,375	11,364	21,154
Health											
Doctors Residence	83	6.57%	12,942	0	0	12,942	12,942	0	0	703	632
Education and welfare											
Childcare Centre	100	6.42%	102,445	0	0	17,826	17,826	84,619	84,619	6,323	6,237
Housing											
3 Pecan Place	94	6.45%	179,384	0	0	7,507	15,256	171,877	164,128	5,262	11,328
34 Hill Street	97	6.45%	181,920	0	0	7,613	15,472	174,307	166,448	4,883	11,488
Recreation and culture											
Recreation Centre	106	3.36%	660,580	0	0	64,891	63,819	595,689	596,761	24,640	21,600
Recreation Centre	107	1.56%	906,847	0	0	47,122	94,612	859,725	812,235	10,246	13,779
Total			2,473,643	0	0	225,796	357,077	2,247,847	2,116,566	63,422	86,218
Current borrowings			357,077					131,281			
Non-current borrowings			2,116,566					2,116,566			
			2,473,643					2,247,847			

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
\$225,796

Interest Earned
\$14,459

Interest Expense
\$63,422

Reserves Balance
\$1,668,321

Loans Due
\$2,247,847

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022

NOTE 8
GRANTS & CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue					
	Liability	Increase	Decrease	Liability	YTD	Amended	Budget	Expected	YTD	
	1 Jul 21	in Liability	in Liability	30 Apr 22	Budget	Budget	Variations	Expected	Revenue	
	\$	\$	(As revenue)	\$	\$	\$	\$	\$	\$	
Operating grants, subsidies and contributions										
Governance										
Employee Contributions	0	0	0	0	1,880	5,200	0	5,200	0	
General purpose funding										
Federal Assistance Grant - General Purpose	0	0	0	0	32,213	42,951	0	42,951	85,777	
Federal Assistance Grant - Local Roads				0	80,088	106,784	0	106,784	270,633	
Law, order, public safety										
DFES - Fire Brigade Operating Grant	0	0	0	0	69,747	84,944	0	84,944	69,752	
DFES - SES Operating Grant	0	0	0	0	23,881	31,841	0	31,841	24,485	
Education and welfare										
Newmont - Community Investment Funding	0	0	0	0	45,000	45,000	0	45,000	45,000	
Seniors - Living Stronger/Longer	0	0	0	0	0	2,500	0	2,500	1,213	
Newmont - Youth Centre Grant	0	0	0	0	0	0	0	0	3,000	
Community amenities										
Cemetery Donations	0	0	0	0	0	0	0	0	545	
Recreation and culture										
South 32 - Events Contribution	0	0	0	0	27,000	27,000	0	27,000	28,818	
Library Technology & Inclusion Grant	0	0	0	0	5,000	5,000	0	5,000	5,000	
Library Childrens Week Grant	0	0	0	0	0	0	0	0	500	
Thank a Volunteer	0	0	0	0	0	0	0	0	1,100	
Australia Day Grant	0	0	0	0	20,000	20,000	0	20,000	16,000	
Transport										
Main Roads - Direct Road Grant	0	0	0	0	52,280	52,280	0	52,280	54,654	
Road Safety Alliance	51,666	0	0	51,666	0	57,500	0	57,500	3,230	
Economic services										
Rodeo Weekend - Contributions	0	0	0	0	609	870	0	870	142	
	51,666	0	0	51,666	357,698	481,870	0	481,870	609,849	
Non-operating contributions										
Community amenities										
Hotham Park Lighting - South 32	0	0	0	0	0	40,000	0	40,000	40,000	
Hotham Park Lighting - Newmont	0	0	0	0	0	50,000	0	50,000	40,000	
Hotham Park Lighting -Other	0	0	0	0	0	10,000	0	10,000	0	
Transport										
LRCI Phase 2 - Footpaths & Lighting	0	0	0	0	35,175	196,248	0	196,248	52,379	
Roads to Recovery Funding	51,162	0	0	51,162	184,959	184,959	0	184,959	126,949	
Regional Road Group Funding	17,600	0	0	17,600	620,160	775,200	0	775,200	397,920	
Special Bridge Funding	0	301,500	0	301,500	0	0	0	0	0	
	68,762	301,500	0	370,262	840,294	1,256,407	0	1,256,407	657,248	
TOTALS	120,428	301,500	0	421,928	1,197,992	1,738,277	0	1,738,277	1,267,097	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**NOTE 9
BUDGET AMENDMENTS**

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

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

9.3.2 Payment Listing

File Reference: 3.0070
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Finance Administration Officer
Attachments: 9.3.2A List of Payments ending 30 April 2022

Summary

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

Background

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

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

Comment

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

Consultation

Nil

Strategic Implications

Nil

Legislative Implications

Local Government (Financial Management) Regulations 1996 - Reg 13

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

Policy Implications

Nil

Financial Implications

As disclosed within the payment listing.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

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

Options

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

Voting Requirements

Simple Majority

Officer Recommendation

That Council receive the list of payments for the period ending 30 April 2022 as presented.

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23745	08-04-2022	LEONARD ALLEN ALEXANDER LEWIS	REFUND OF NOMINATION BOND	80.00
EFT23746	08-04-2022	ANDREW WILLIAM BUNCH	RETURN OF SWIPE CARD ACCESS KEY BOND	118.00
EFT23747	08-04-2022	MYLES DONALD KELLY	RETURN OF KEY BOND	118.00
EFT23748	08-04-2022	ANDREW THOMAS RYLEY	REFUND OF NOMINATION FEE	80.00
EFT23749	08-04-2022	ARAVINDHAN RAJARATNAM	REFUND OF NOMINATION FEE	80.00
EFT23774	12-04-2022	SHIRE OF BODDINGTON	BUILDING SERVICES LEVY/BCITF COMMISSION - MARCH 2022	10.00
EFT23775	12-04-2022	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	BUILDING SERVICES LEVY PAYMENT - MARCH 2022	113.30
EFT23801	21-04-2022	SHIRE OF BODDINGTON	REFUND OF BOND TO COVER RENT S BOYES DEBTOR 1169	180.00
EFT23802	22-04-2022	BODDINGTON PLAYGROUP	REFUND OF KEY BOND	115.00
		TOTAL TRUST		894.30
CHQ17677	29-04-2022	SHIRE OF BODDINGTON	PETTY CASH REIMBURSEMENT FOR APRIL 2022	30.20
EFT23721	01-04-2022	TQUIP	BLADES FOR TORO MOWER	1240.90
EFT23722	01-04-2022	CROSSMAN HOT WATER & PLUMBING	REPAIRS TO TAPS IN THE SWIMMING POOL CHANGE ROOMS	950.40
EFT23723	01-04-2022	BODDINGTON IGA	SHIRE PURCHASES FOR FEBRUARY 2022	571.89
EFT23724	01-04-2022	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	321.97
EFT23725	01-04-2022	G FORCE PRINTING & DESIGN (FORMERLY DRUM PRINT)	BUSINESS CARDS FOR CR RYLEY AND CR LEWIS	187.00
EFT23726	01-04-2022	INDUSTRIAL AUTOMATION GROUP	WISP SUPPORT FOR STANDPIPE REMOTE ACCESS	1829.85
EFT23727	01-04-2022	BODDINGTON IGA	ELC PURCHASES FOR MARCH 2022	397.27
EFT23728	01-04-2022	SNALLOW PTY LTD T/A WALLIS COMPUTER SOLUTIONS	PANASONIC TOUGHBOOK FOR RANGERS VEHICLE	4647.90
EFT23729	01-04-2022	DAVID BINNS	CONTRIBUTION TOWARDS PHONE BILL - FEBRUARY 2022	60.00
EFT23730	01-04-2022	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO HINO TIPPER	1664.59
EFT23731	01-04-2022	BODDINGTON CONCRETE	CONCRETE SAND	282.43
EFT23732	01-04-2022	BRANCHING OUT TREE CARE	TREE PRUNING	5180.00
EFT23733	01-04-2022	BODDINGTON IGA	YOUTH CENTRE PURCHASES FOR MARCH 2022	32.03
EFT23734	01-04-2022	WHEATBELT SERVICES PTY LTD	GUIDE POSTS	4620.00

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23735	01-04-2022	J & M REID EARTHMOVING PTY LTD	INSTALLATION OF HEADWALL ON CROSSMAN ROAD	1980.00
EFT23736	01-04-2022	SIGNARAMA JOONDALUP	BENCH TOP MOUNTED SCREENS	3611.43
EFT23737	01-04-2022	WA CARAVAN AND CAMPING	ADVERTISING IN THE WA CARAVAN & CAMPING MAGAZINE	400.00
EFT23738	01-04-2022	REBECCA MCKINNON	REFUND FOR OVER PAYMENT OF CHILD CARE FEES	24.15
EFT23739	01-04-2022	AVON WASTE	RUBBISH SERVICES FOR MARCH 2022	7494.66
EFT23740	01-04-2022	BODDINGTON SERVICE STATION	PARTS FOR SHIRE VEHICLES	82.10
EFT23741	01-04-2022	GREG DAY MOTORS	SUPPLY OF NEW TOW ROPE, DRUM PUMP AND 20LT GREASE	2900.90
EFT23742	01-04-2022	ELIZABETH K HOEK	HIRE OF LAYDOWN AREA AT MURRAY VALLEY FARM	1350.00
EFT23743	01-04-2022	BODDINGTON SES	REIMBURSEMENT FOR THE SES	1464.60
EFT23744	05-04-2022	VANESSA SALAZAR	REFUND OF BOND 3 PRUSSIAN WAY	975.00
EFT23750	08-04-2022	TQUIP	PARTS FOR ROAD SWEEPER	844.80
EFT23751	08-04-2022	CROSSMAN HOT WATER & PLUMBING	LOCATE WATER SERVICES WURAMING AVE	990.00
EFT23752	08-04-2022	WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY (LANDGATE)	TOWNSITE EXTRACT AND SATELLITE IMAGERY	720.50
EFT23753	08-04-2022	BODDINGTON TYRE SERVICE	NEW BATTERY FOR MOWER	108.00
EFT23754	08-04-2022	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	744.05
EFT23755	08-04-2022	PORTER CONSULTING ENGINEERS	ENGINEERING REVIEW AND DESIGN FORREST ROAD	8146.88
EFT23756	08-04-2022	IMAGINE BUILDING WA PTY LTD	INSTALLATION OF COOL ROOM AT RUSTY CAMP CAFÉ	1772.65
EFT23757	08-04-2022	SNALLOW PTY LTD T/A WALLIS COMPUTER SOLUTIONS	MFA SETUP FOR COUNCILLORS	1089.00
EFT23758	08-04-2022	AIR CONDON AIR CONDITIONING SERVICE	SERVICE ON AIR CONDITIONER AT THE SHIRE OFFICE	605.00
EFT23759	08-04-2022	BANNISTER EXCAVATIONS PTY LTD	HIRE OF GRADER	16830.00
EFT23760	08-04-2022	ZIRCODATA PTY LTD	STORAGE FEES	91.22
EFT23761	08-04-2022	HARTAC SIGNS AND SAFETY SOLUTIONS	GUIDE POSTS	5775.00
EFT23762	08-04-2022	BODDINGTON MINI SKIPS	STREET BIN COLLECTION AND CLEANING FOR MARCH 2022	2620.00

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23763	08-04-2022	HAGGIS DRIVEWAY CLEANING & PAINTING & BBQ CATERING	PRESSURE CLEANING AT THE RECREATION CENTRE	5400.00
EFT23764	08-04-2022	KEE SURFACING PTY LTD	ROAD SEALING - CROSSMAN ROAD	45103.92
EFT23765	08-04-2022	DARREN LONG CONSULTING	CONSULTANCY SERVICES FOR FEBRUARY 2022	858.00
EFT23766	08-04-2022	STEVEN TWEEDIE	GOVERNANCE ADVICE MARCH 2022	154.00
EFT23767	08-04-2022	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	5977.13
EFT23768	08-04-2022	MAHJAE PTY LTD (TRADING AS WHITNEY CONSULTING)	GRANT REPORTING AND ACQUITTAL HOTHAM PARK & RANFORD WATER	1694.00
EFT23769	08-04-2022	RINGCENTRAL INC	MONTHLY SUBSCRIPTION FEE FOR PHONE SYSTEM	701.80
EFT23770	08-04-2022	MOORE AUSTRALIA (WA) PTY LTD	2022 GST WORKSHOP	880.00
EFT23771	08-04-2022	IT VISION	IMPLEMENTATION SERVICES FOR EMAIL RATES NOTICES	3297.03
EFT23772	08-04-2022	KLEENHEAT GAS	GAS CYLINDER RENTAL FEE - 15 BLUEGUM CLOSE	102.48
EFT23773	08-04-2022	SOILS AIN'T SOILS	LAWN MIX	744.00
EFT23776	13-04-2022	DOLPHIN SETTLEMENTS	SETTLEMENT OF 67 HOTHAM AVENUE BODDINGTON	94200.23
EFT23777	14-04-2022	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR MARCH 2022	83.96
EFT23778	14-04-2022	CROSSMAN HOT WATER & PLUMBING	REPAIRS TO STANDPIPE	1111.00
EFT23779	14-04-2022	BUNNINGS GROUP LIMITED	TABLES AND CHAIRS FOR AUSTRALIA DAY	1076.79
EFT23780	14-04-2022	SEEK LIMITED	JOB VACANCY ADVERTISING	324.50
EFT23781	14-04-2022	ROYAL LIFE SAVING SOCIETY WA	AQUATIC FACILITY COMPLIANCE ASSESSMENT	407.50
EFT23782	14-04-2022	CONTRACT AQUATIC SERVICES	SWIMMING POOL MANAGEMENT CONTRACT FOR MARCH 2022	18455.34
EFT23783	14-04-2022	CECIL GRANT BARTLE	RATES REFUND FOR ASSESSMENT A892 119 MISTLETOE VIEW CROSSMAN 6390	180.00
EFT23784	14-04-2022	STATE LIBRARY OF WESTERN AUSTRALIA	STATE LIBRARY FREIGHT RECOUP JANUARY TO JUNE 2022	331.24
EFT23785	14-04-2022	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1300.00
EFT23786	14-04-2022	SHERIDAN'S	DESK PLATE FOR CARA RYAN	135.30

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23787	14-04-2022	AMD CHARTERED ACCOUNTANTS	2021 ACQUITTAL AUDIT	3300.00
EFT23788	14-04-2022	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES FOR MARCH 2022	18629.19
EFT23789	14-04-2022	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE REC CENTRE	1365.00
EFT23790	14-04-2022	GARRY VENTRIS	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	5003.75
EFT23791	14-04-2022	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES FOR MARCH 2022	280.00
EFT23792	14-04-2022	IAN GEORGE WEBSTER	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	1503.75
EFT23793	14-04-2022	RURAL INFRASTRUCTURE SERVICES	CONSULTANCY SERVICES	495.00
EFT23794	14-04-2022	AUSTRALIA DAY COUNCIL OF SOUTH AUSTRALIA INCORPORATED	AUSTRALIA DAY PULL UP MEDIA WALL	1250.00
EFT23795	14-04-2022	ANDREW THOMAS RYLEY	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	501.25
EFT23796	14-04-2022	NATASHA BAKER	RATES REFUND FOR ASSESSMENT A377 91 CROSSMAN ROAD RANFORD 6390	1976.59
EFT23797	14-04-2022	STEWART & HEATON PTY LTD	BF PROTECTIVE WEAR	1218.45
EFT23798	14-04-2022	MOORE AUSTRALIA (WA) PTY LTD	2022 FINANCIAL REPORTING WORKSHOP	1980.00
EFT23799	14-04-2022	GREG DAY MOTORS	FUEL FOR MARCH 2022	15647.54
EFT23800	14-04-2022	VISIMAX	BF PROTECTIVE WEAR	1707.20
EFT23803	22-04-2022	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	165.00
EFT23804	22-04-2022	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE BCRC	110.00
EFT23805	22-04-2022	BODDINGTON WINDSCREENS	NEW WINDSCREEN BT105	480.00
EFT23806	22-04-2022	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE PURCHASES FOR MARCH 2022	10492.80
EFT23807	22-04-2022	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR MARCH 2022	6244.88
EFT23808	22-04-2022	LEONARD ALLEN ALEXANDER LEWIS	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	501.25
EFT23809	22-04-2022	OZTECH SECURITY	CONTROL ROOM MONITORING AT THE MEDICAL CENTRE	178.00
EFT23810	22-04-2022	MARKET CREATIONS PTY LTD	WEBSITE DESIGN	18403.40
EFT23811	22-04-2022	SPYKER TECHNOLOGIES PTY LTD	CCTV MAINTENANCE SERVICE	2817.22
EFT23812	22-04-2022	BODDINGTON PLAYGROUP	REFUND OF CLEANING BOND & RECREATION CENTRE HIRE FEE	489.00

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23813	22-04-2022	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE FOR MARCH & APRIL 2022	2600.00
EFT23814	22-04-2022	SHERIDAN'S	STAFF NAME BADGES	70.29
EFT23815	22-04-2022	SNALLOW PTY LTD T/A WALLIS COMPUTER SOLUTIONS	SURFACE TABLETS SETUP FOR COUNCILLORS	1484.47
EFT23816	22-04-2022	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE CHILD CARE CENTRE	6779.41
EFT23817	22-04-2022	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO HINO - BT000	156.20
EFT23818	22-04-2022	MONSTERBALL AMUSEMENTS AND HIRE	INFLATABLE HIRE FOR SUMMER BY THE RIVER	2890.00
EFT23819	22-04-2022	ECOCYCLE PTY LTD	E WASTE PICKUP AND RECYCLING	1943.10
EFT23820	22-04-2022	THE WEST AUSTRALIAN (IRSA)	ADVERTISING IN THE WEST AUSTRALIAN - IRSASW	1100.00
EFT23821	22-04-2022	COERT ERASMUS	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	1503.75
EFT23822	22-04-2022	FIRE AND SAFETY WA	BF PROTECTIVE WEAR	455.54
EFT23823	22-04-2022	EARL EDWIN SCHREIBER	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	1503.75
EFT23824	22-04-2022	DESNIE EUGENE SMALBERGER	COUNCILLOR ALLOWANCES JANUARY TO MARCH 2022	2035.00
EFT23825	22-04-2022	PHASE3 LANDSCAPE CONSTRUCTION PTY LTD	BODDINGTON LANDSCAPE & IRRIGATIONS WORKS	11360.82
EFT23826	22-04-2022	LEANNE BRYANT	REIMBURSEMENT FOR AUSTRALIA DAY PURCHASES	219.25
EFT23827	22-04-2022	DARREN LONG CONSULTING	CONSULTANCY SERVICES FOR MARCH 2022	572.00
EFT23828	22-04-2022	124 RUSTY CAMP BODDINGTON	CATERING SERVICES	220.00
EFT23829	22-04-2022	AVON WASTE	RUBBISH SERVICES FOR MARCH 2022	7746.55
EFT23830	22-04-2022	IT VISION	ALTUS CONTENT IMPLEMENTATION	20556.80
EFT23831	22-04-2022	WESTRAC EQUIPMENT WA PTY LTD	SERVICE ON CAT 140 GRADER	6385.38
EFT23832	22-04-2022	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	BAS MARCH 2022	27890.00
EFT23833	22-04-2022	BODDINGTON STORE	STATIONERY ITEMS FOR MARCH 2022	82.93
EFT23834	22-04-2022	BODDINGTON SES	HIRE AND DELIVERY OF LIGHTING TOWER	400.00
EFT23835	29-04-2022	CROSSMAN HOT WATER & PLUMBING	REPLACED LEAKING HOSE TAP AT 8/19 FORREST STREET	253.00
EFT23836	29-04-2022	BODDINGTON TYRE SERVICE	NEW TRUCK TYRES	5349.00

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23837	29-04-2022	BODDINGTON CARPET CARE	CLEANING OF MATS AT THE ELC	260.00
EFT23838	29-04-2022	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	182.10
EFT23839	29-04-2022	MARKET CREATIONS PTY LTD	COUNCILLOR PORTAL	4373.00
EFT23840	29-04-2022	SHERIDAN'S	STAFF NAME BADGES	70.29
EFT23841	29-04-2022	VOLT AIR PTY LTD	INSTALLATION OF LIGHTS AT HOTHAM PARK SKATE PARK	32498.01
EFT23842	29-04-2022	DEPARTMENT OF WATER & ENVIRONMENTAL REGULATIONS (DWER)	REFUSE DISPOSAL SITE ANNUAL LICENCE FEE	974.40
EFT23843	29-04-2022	DAVID BINNS	CONTRIBUTION TOWARDS PHONE BILL - MARCH 2022	60.00
EFT23844	29-04-2022	INTEGRAL STEEL	REPAIRS TO TRUCKS BT340 & BT0	2508.00
EFT23845	29-04-2022	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR MARCH 2022	143.00
EFT23846	29-04-2022	BODDAIRE	REPAIRS TO AIR CONDITIONER	100.00
EFT23847	29-04-2022	TELCODATA CLOUD CONSULTING	AVAYA CLOUD OFFICE REMOTE INSTALLATION AND TRAINING	1980.00
EFT23848	29-04-2022	AVON WASTE	RUBBISH SERVICES FOR APRIL 2022	7544.43
EFT23849	29-04-2022	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT105	1090.95
EFT23850	29-04-2022	BODDINGTON SES	REIMBURSEMENT FOR THE SES	1679.04
DD14604.1	27-04-2022	EASIFLEET MANAGEMENT	LEASE PAYMENT 1HIZ195 CEO	2192.15
DD14624.1	01-04-2022	WESTNET	INTERNET CHARGES MEDICAL CEN	39.95
DD14624.2	01-04-2022	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	588.46
DD14624.3	01-04-2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	66.37
DD14628.1	04-04-2022	PRINTSYNC BUSINESS SOLUTIONS	COPIER CHARGES ELC	439.41
DD14628.2	04-04-2022	WESTNET	INTERNET CHARGES POOL	59.95
DD14628.3	04-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	5070.90
DD14628.4	04-04-2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	6061.34
DD14630.1	03-04-2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15188.42
DD14647.1	14-04-2022	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15790.01
DD14648.1	07-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3862.90
DD14649.1	06-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1925.20
DD14649.2	06-04-2022	TELSTRA	MOBILE PHONE CHARGES	689.61
DD14650.1	05-04-2022	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.70

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14650.2	05-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1351.90
DD14650.3	05-04-2022	SYNERGY	ELECTRICITY CHARGES BCRC	2008.65
DD14651.1	08-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	540.95
DD14652.1	11-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2902.75
DD14656.1	12-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	815.60
DD14656.2	12-04-2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	1503.95
DD14657.1	13-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	705.55
DD14660.1	14-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	692.75
DD14666.1	20-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	96.60
DD14667.1	19-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1085.25
DD14667.2	19-04-2022	SYNERGY	ELECTRICITY CHARGES	59.47
DD14667.3	19-04-2022	TELSTRA	PHONE CHARGES SES LANDLINES	195.44
DD14674.1	21-04-2022	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	57.83
DD14674.2	21-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2068.00
DD14674.3	21-04-2022	TELSTRA	PHONE CHARGES EHO RESIDENCE	45.42
DD14678.1	22-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1532.05
DD14678.2	22-04-2022	SYNERGY	ELECTRICITY CHARGES VARIOUS	3022.33
DD14682.1	27-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3312.10
DD14683.2	22-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	384.20
DD14683.3	22-04-2022	TELSTRA	PHONE & INTERNET CHARGES VARIOUS	2226.89
DD14685.1	28-04-2022	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	51.99
DD14685.2	28-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2988.55
DD14690.1	29-04-2022	NATIONAL AUSTRALIA BANK	NAB BPAY & ACCT FEES	63.36
DD14690.2	29-04-2022	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1383.90
DD	30-04-2022	NAB BUSINESS VISA	CREDIT CARD PURCHASES	5,623.40
				603623.57
		PETER HAAS		
	19-04-2022	HARVEY NORMAN	OVEN FOR 20 PRUSSIAN WAY	647.00
		JEFF ATKINS		
	29-03-2022	VIBE WAROONA	FUEL FOR BT105	60.02
	08-04-2022	SHIRE OF BODDINGTON	APPLICATION FEES FOR SHADE SAILS AT THE ELC	262.83

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
		CARA RYAN		
	05-04-2022	EZI CHILDCARE CENTRE	ANNUAL SUBSCRIPTION	397.00
	27-04-2022	ADOBE ACROPRO	3 x ANNUAL LICENSE FEE	683.17
	28/04/2022	BODDINGTON POST OFFICE	FAREWELL GIFT CARD FOR PETER HAAS	205.95
		JULIE BURTON		
	29-03-2022	FACEBOOK	ADVERTISING SUMMER BY THE RIVER	150.00
	31-03-2022	STEVEN MANNERS	FAREWELL MORNING TEA FOR VICKY LYSTER	5.00
	01-04-2022	FACEBOOK	ADVERTISING - SUMMER BY THE RIVER	24.86
	01-04-2022	BODDINGTON POST OFFICE	STAFF CONTRIBUTION TOWARDS FAREWELL GIFT	50.00
	04-04-2022	BODDINGTON IGA	FAREWELL MORNING TEA FOR VICKY LYSTER	50.82
	2/0/2022	EXETEL PTY LTD	INTERNET PLAN	725.00
	05-04-2022	DROP BOX	COUNCILLOR INFORMATION	18.69
	06-04-2022	FACEBOOK	ADVERTISING - SUMMER BY THE RIVER	225.00
	07-04-2022	LOCAL GOVERNMENT MANAGER	LG MEMBERSHIP - JEFF ATKINS	132.75
	08-04-2022	KMART	ITEMS FOR THE YOUTH CENTRE - YOUTH WEEK GRANT	510.50
	08-04-2022	SPOTLIGHT	ITEMS FOR THE YOUTH CENTRE - YOUTH WEEK GRANT	451.30
	08-04-2022	SPOTLIGHT	ITEMS FOR THE YOUTH CENTRE - YOUTH WEEK GRANT	104.30
	11-04-2022	MAG SHOP ONLINE	LIBRARY MAGAZINE	79.99
	11-04-2022	BODDINGTON POST OFFICE	GIFT CARD - PURCHASES FOR THE YOUTH CENTRE	505.95
	11-04-2022	COLES ON LINE	ITEMS FOR THE YOUTH CENTRE - YOUTH WEEK GRANT	195.73
	19-04-2022	ABODE ACROPRO	LICENSE	21.99
	19-04-2022	ADOBE ACROPRO	LICENSE	21.99
	22-04-2022	BILLS MACHINERY	WICKS FOR THE BAIN MARIE	45.00
		NAB TRANSACTIONS FEES		
	30-04-2022	NAB CARD FEE	FEE	36.00
	30-04-2022	NAB INTERNATIONAL TRANSACTION FEES	FEE	12.56
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 3/04/2022	75,869.79
		NAB	NET PAYROLL F/N ENDING 17/04/2022	71,936.19

ATTACHMENT 9.3.2

LIST OF PAYMENTS - APRIL 2022				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
		NAB	NET PAYROLL F/N ENDING 27/04/2022	25,890.80
	TOTAL MUNI			777,320.35
	TOTAL TRUST & MUNI			778,214.65

9.4 COMMUNITY AND ECONOMIC DEVELOPMENT

9.4.1 Lease Boddington RRR (Reduce, Reuse, Recycle)

File Reference: 3.0046
Applicant: Boddington RRR
Disclosure of Interest: Nil
Author: Economic and Community Development Officer
Attachments: 9.4.1A Lease area

Summary

For Council to consider an increase in the physical area of lease with the Boddington RRR (Reduce, Reuse, Recycle) Incorporated, for a portion of Reserve 20758 located at 50 Johnstone Street Boddington.

Background

At the February 2022 Ordinary meeting of Council the following resolutions were approved:

That Council:

1. Authorises the Administration to seek the approval of the Planning Minister for a portion of Reserve 20758 located at 50 Johnstone Street Boddington and being comprised of Lot 500 on Deposited Plan 55398 and being part of the land contained in Crown Land Title Volume LR 3147 Folio 905 to the Boddington RRR.
2. Endorses the lease with Boddington RRR, for a portion of Reserve 20758 located at 50 Johnstone Street Boddington and being comprised of Lot 500 on Deposited Plan 55398 and being part of the land contained in Crown Land Title Volume LR 3147 Folio 905, for a period of twenty one (21) years for the period 1 April to 31 March 2043.
3. Approves use of the Shire of Boddington's common seal on the lease with the Boddington RRR, for a portion of Reserve 20758 located at 50 Johnstone Street Boddington and being comprised of Lot 500 on Deposited Plan 55398 and being part of the land contained in Crown Land Title Volume LR 3147 Folio 905.

The Boddington RRR have since requested an increase to the physical area to allow for future development of the organisation, prior to the formal lease being signed.

Comment

The Boddington RRR is proactively researching additional recycling services of household waste which inevitable requires additional space to store items until they can be safely and appropriately processed. The facility has undergone rapid growth since commencement so it is forward thinking to ensure there is sufficient space to upkeep operations in alignment to growing community need and expectation.

The Boddington RRR are in the process of working towards acquiring two more major pieces of equipment to support their aims and this extra space will allow for this.

The area requested by the Boddington RRR is show below.

Aerial image below shows leased area.

RRR —
 Boddington Depot —
 Boddington Men's Shed —



There is general support for the expansion, however, the Shire does require access to the purpose build bitumen storage area being maintained (within the current shed), and also storage for the roller.

Previously the Boddington Hospital Auxiliary stored the Community Bus at the facility, the Shire Administration has received written confirmation from the committee the space is no longer required.

It is difficult to establish individual power use between the Shire of Boddington, Boddington Men's Shed and Boddington RRR because there is only one power meter onsite. As a result, the Shire of Boddington covers the cost of power.

Consultation

Consultation has occurred with the Boddington RRR and Boddington Hospital Auxiliary.

Strategic Implications

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

Legislative Implications

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

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

The increased space will empower the Boddington RRR with greater stability and certainty to forward plan their operations in line with community need and expectation which will produce economic benefit for local businesses.

Social Implications

The Boddington RRR provides an important recycling service and collection facility for the local community, as well as providing opportunity for local residents with an interest or passion for recycling to connect and be involved in projects.

Environmental Considerations

Ongoing monitoring may be required as the Boddington RRR develops, to minimise risk from fumes and release of microplastics.

Risk Considerations

Risk Statement and Consequence	Primary risks include negative feedback from affected members of the community who may not agree with the proposed boundary changes. A lack of a consistent and equitable approach is considered to be the key risk for this item.
Risk Rating (prior to treatment or control)	Minor (4)
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Shire Administration has engaged the lessee in negotiating the terms of the lease prior to Council endorsement.

Options

1. Endorse the amendments to the lease as recommended.
2. Decline the request to increase the leased area.
3. Not accept the Officers recommendation.

Voting Requirements

Simple Majority

Officer Recommendation

That Council:

1. Authorises the Administration to change (increase) the current lease land area with the Boddington RRR, in accordance with the Attachment 9.4.1A for a portion of Reserve 20758 located at 50 Johnstone Street Boddington, for a period of twenty one (21) years for the period 1 April to 31 March 2043.
2. Authorises the Administration to seek the approval of the Planning Minister for the lease 50 Johnstone Street Boddington to the Boddington RRR.

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON RRR

("Lessee")

CONTENTS

1.	<u>DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS</u>	
	5	
1.1	Definitions	5
1.2	Interpretation	8
1.3	Performance of Functions by Minister	
	8	
1.4	Approval by the Lessor or Minister	8
1.5	Consent of Western Australian Planning Commission	
	8	
1.6	Discretion of the Lessor in its capacity as Relevant Authority	
	9	
2.	<u>OPERATIVE PART</u>	9
2.1	Lease of Leased Premises	9
2.2	Quiet enjoyment	9
2.3	Lessee responsibility as if owner	9
3.	<u>RESERVATION OF LESSOR'S RIGHTS</u>	
	9	
	(a) Improvements to Leased Premises	10
	(b) Right to enter	10
	(c) Granting easements etc.	10
4.	<u>RENT</u>	11
5.	<u>OUTGOING 7 BULK SUPPLY OF ELECTRICITY, GAS & POWER</u>	
	11	
	Outgoings separately assessed	
	11	
6.	<u>USE OF LEASED PREMISES AND FACILITIES</u>	
	11	
6.1	The lessee shall not	11
6.2	The Lessee	11
7.	<u>SECURITY OF LEASED PREMISES</u>	
	11	
7.1	The Lessee shall	11
7.2	The Lessee	11
8.	<u>LEASED PREMISES NAME IN LESSEE'S NAME</u>	
	12	
9.	<u>COVENANT TO REPAIR AND MAINTAIN</u>	12
9.1	The Lessee shall	12
9.2	If the Lessee does	12
9.3	Lessee's Future	
	13	
9.4	Lessee's Further Obligations	13
10.	<u>POSITIVE COVENANTS</u>	14

11.	<u>NEGATIVE COVENANTS</u>	15
12.	<u>LESSEE'S OBLIGATION TO EFFECT INSURANCES</u>	
16		
13.	<u>INDEMNITIES</u>	17
13.1	General indemnity	17
13.2	Nature of indemnity	17
14.	<u>ASSIGNMENT</u>	
18		
14.1	No assignment	
18		
14.2	Property Law Act excluded	18
14.3	Lessor may consent to assignment	18
15.	<u>DAMAGE, DESTRUCTION OR RESUMPTION</u>	
18		
15.1	Definitions	18
15.2	Abatement	18
15.3	Either Party may Terminate	19
15.4	Lessee may Terminate	
19		
15.5	Exceptions	19
15.6	Lessor to Terminate	19
15.7	Antecedent Breaches	20
15.8	Dispute Resolution	20
15.9	Lessor Not Obligated to Reinstate	20
15.10	Proceeds of Insurance	
20		
15.11	Resumption of Leased Premises	20
16.	<u>LIMIT OF LESSOR'S LIABILITY</u>	
20		
16.1	No warranties or representations	20
16.2	Suitability and Safety of Leased Premises	21
16.3	Lessor Not Liable	21
16.4	Lessor only liable while Primary Interest Holder	
22		
16.5	Interruption of Services	
22		
17.	<u>DEFAULT</u>	22
18.	<u>LESSOR'S POWERS ON DEFAULT</u>	
23		
18.1	Lessor's right of possession	23
18.2	Lessor may remedy Lessee's default	23
18.3	No prejudice of Lessor's rights	
23		
18.4	Exercise of rights by Lessor	24
19.	<u>ESSENTIAL TERMS</u>	24
19.1	Breach of Essential Terms	24

19.2	Damage for Breach of Essential Terms	
24		
19.3	Lessor's Entitlement to Damages	24
19.4	Lessor to Mitigate Damages	24
19.5	Calculation of Damages	25
20.	<u>TERMINATION</u>	
25		
20.1	Yield up Leased Premises	25
20.2	Improvements to Vest in Crown	25
20.3	Remove Lessee's Fixtures	25
20.4	Making Good of Leased Premises not removed on Termination	
25		
20.5	Lessor can make good	
25		
20.6	Dealing with Lessee's property not removed at Termination	26
21.	<u>POWER OF ATTORNEY</u>	26
22	<u>TRUSTEE PROVISIONS</u>	
26		
23.	<u>MISCELLANEOUS</u>	27
23.1	Lessee not to permit prohibited matters	27
23.2	Lessor's consent	27
23.3	Certificates	27
23.4	Exercise of rights by Lessor	27
23.5	Lessor may act by agent	27
23.6	Discretion of the Lessor	27
23.7	Time for payment	28
23.8	Time of essence	28
23.9	No Moratorium	
28		
23.10	Variation	28
23.11	Further Assurances	28
23.12	Effect of Execution	28
23.13	Entire Agreement	28
23.14	Proper Law	28
23.15	Severance	28
23.16	Headings	28
23.17	Termination	29
23.18	Cost of Complying with Obligations	29
23.19	Giving of notice	29
23.20	Goods and Services Tax	29
24.	<u>OPTION FOR FURTHER TERM</u>	
30		
25.	<u>HOLDING OVER</u>	30
26.	<u>DISPUTE RESOLUTION</u>	31
27.	<u>SPECIAL CONDITIONS</u>	
31		

SCHEDULE 1.

32

1. Lessor's Details	32
2. Lessee's Details	32
3. Land	32
4. Leased Premises	32
5. Authorised Use	32
6. Commencement Date	32
7. Term	32
8. Rent	32
9. Further Term	33
10. Lessee's Insurance Obligations	33
11. Definition of Outgoings	33
12. Special Conditions	33

SCHEDULE 2.

35

Reserve

SCHEDULE 3

38

Department of Planning, Lands and Heritage Approval

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

BETWEEN

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

AND

BODDINGTON RRR care of the President, Eugene Smalberger, 139 Castle Rock Way, Boddington, Western Australia, 6390 ("Lessee").

RECITALS:

- A. The Lessor is the management body in respect of the land.
- B. Under Management Order XE M399626 the Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has 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 11 of Schedule 1;

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

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

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

“Rate” means 6% per annum;

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

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

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

“Schedule” means a schedule to this Lease;

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

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

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

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

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

1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person’s executors, administrators, successors and assigns;

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

1.3 Performance of Functions by Minister

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

1.4 Approval by the Lessor or Minister

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

1.5 Consent of Western Australian Planning Commission

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

1.6 Discretion of the Lessor in its capacity as Relevant Authority

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

2. Operative part

2.1 Lease of Leased Premises

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

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

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

2.2 Quiet enjoyment

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

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

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

2.3 Lessee responsible as if owner

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

3. Reservation of Lessor's rights

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

- (a) Improvements to Leased Premises:

the Lessor may at any time carry out improvements to the Leased Premises, including without limitation:

- (i) construct new buildings on the Land;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (iii) any other Lessor's Works,

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

- (b) Right to enter

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

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

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

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

- (c) Granting easements etc.

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the 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 to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

6. Use of Leased Premises and Facilities

6.1 The Lessee shall not:

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

6.2 The Lessee:

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

7. Security of Leased Premises

7.1 The Lessee shall:

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

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

8. Leased Premises Name in Lessee's Name

- 8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.
- 8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

9. Covenant to repair and maintain

9.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
- (i) fair wear and tear;
 - (ii) damage which is or will be reinstated from the proceeds of insurance; and
 - (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;
- (e) enter into and keep current a service contract with a reputable air-conditioning service company for the regular maintenance and service of any air-conditioning plant and equipment which services the Leased Premises;
- (f) maintain the Lessee's Fixtures in clean and good condition;
- (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
- (h) replace any broken glass in the Leased Premises.

9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.

9.3 If the Lessee does not work, which affects the Leased Premises, such as the Lessee's Initial Works and the Lessee's Works and any fitting out, alterations,

partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:

- (a) comply with all relevant requirements of an authority and all laws and standards;
- (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
- (c) carry out the work in a safe and proper manner;
- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and
- (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

9.4 Lessee's Further Obligations

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

10. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) any breach of the Lessee's Obligations; and
 - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
 - iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;

- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Days' notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and

11. Negative covenants

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;

- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the land (except garden waste);
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

12. Lessee's Obligations to effect Insurances

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

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

and

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

13. Indemnities

13.1 General indemnity

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

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

13.2 Nature of Indemnity

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

14. Assignment

14.1 No assignment

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

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

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

14.4 Lessor may consent to sublease

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

15. Damage, Destruction or Resumption

15.1 Definitions

In this clause 15:

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

15.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

- (i) unfit for occupation and use by the Lessee; or

- (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

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

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

iv) the covenant to repair and maintain;

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

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

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

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

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

(iii) restored;

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

(v) made accessible.

15.3 Either Party May Terminate

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

15.4 Lessee May Terminate

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

15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

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

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

15.6 Lessor to Terminate

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

15.7 Antecedent Breaches

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

15.8 Dispute Resolution

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

15.9 Lessor Not Obligated to Reinstate

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

15.10 Proceeds of Insurance

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

15.11 Resumption of Leased Premises

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

16 Limited of Lessor's Liability

16.1 No warranties or representations

The Lessee acknowledges and agrees that:

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

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

16.2 Suitability and Safety of Leased Premises

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

16.3 Lessor Not Liable

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

16.4 Lessor only liable while Primary Interest Holder

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

16.5 Interruption of Services

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

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

17. Default

An event of default occurs if:

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

18. Lessor's power on default

18.1 Lessor's right of possession

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

18.2 Lessor may remedy Lessee's default

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

18.3 No prejudice of Lessor's rights

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

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

18.4 Exercise of rights by Lessor

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

19. Essential terms

19.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.

- (b) Clause 4, 5, 6, 9, 12 and 14 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

19.2 Damage for Breach of Essential Terms

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

19.3 Lessor's Entitlement to Damages

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

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

19.4 Lessor to Mitigate Damages

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

19.5 Calculation of Damages

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

20. Termination

20.1 Yield up Leased Premises

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

20.2 Improvements to Vest in Crown

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

20.3 Remove Lessee's Fixtures

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

20.4 Making Good of Leased Premises on Termination

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

20.5 Lessor Can Make Good

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

20.6 Dealing with Lessee's property not removed at Termination

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

- (a) to remove and store the Lessee's property in an alternative Leased Premises at the Lessee's cost;
- (b) to sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit.

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

21. Power of Attorney

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

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

22. Trustee Provisions

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

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

23. Miscellaneous

23.1 Lessee not to permit prohibited matters

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

23.2 Lessor's consent

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

23.3 Certificates

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

23.4 Exercise of rights by Lessor

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

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

23.5 Lessor may act by agent

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

23.6 Discretion of the Lessor

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

23.7 Time for Payment

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

23.8 Time of the essence

Time shall be of the essence in all respects.

23.9 No moratorium

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

23.10 Variation

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

23.11 Further assurances

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

23.12 Effect of execution

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

23.13 Entire Agreement

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

23.14 Proper Law

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

23.15 Severance

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

23.16 Headings

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

23.17 Termination

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

23.18 Cost of Complying with Obligations

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

23.19 Giving of notice

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

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

23.20 Goods and services tax

- (a) In the Lease:

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

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

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

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

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

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

24. Option for Further Term

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

25. Holding Over

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

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

26. Dispute Resolution

26.1 If a dispute arises out of or relates to this Lease (including without limitation in relation to the Rent review), or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to this Lease and the dispute expressly agree to endeavour in good faith to settle the dispute by mediation before having recourse to, arbitration or litigation.

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

27. Special Conditions

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

SCHEDULE 1

Particular of Lease:

1. Lessor's Details

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

2. Lessee's Details

BODDINGTON RRR, care of the President, President, Eugene Smalberger, 139 Castle Rock Way, Boddington, Western Australia, 6390 ("Lessee").

3. Land

Portion of Reserve 20758 located at 50 Johnstone Street Boddington and being comprised of Lot 500 on Deposited Plan 55398 and being part of the land contained in Crown Land Title Volume LR 3147 Folio 905;.

4. Leased Premises

The Old Depot being the part of the Land and its improvements as hatched on the attached Plan. Please note area hatched in blue which is for Shire of Boddington use.

5. Authorised Use

Community Centre only (Community Recycling).

6. Commencement Date

1 May 2022

7. Term

The Term shall be a term of TWENTY (21) years commencing on the Commencement Date and ending on the 30 April March 2043.

8. Rent

From the Commencement Date and for the Term the Rent is one dollar (\$1) per annum inclusive of GST payable on the Commencement date and each anniversary of the Commencement date.

9. Further Term

Nil

10. Lessee's Insurance Obligations

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

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00);
- (b) Volunteer Personnel Accident Insurance.

11. 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) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;

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;

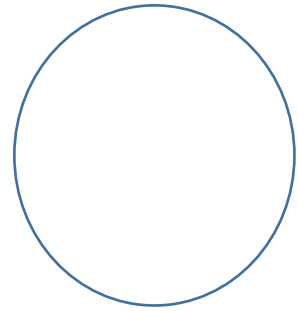
- (c) advertising, marketing and promoting the Leased Premises.

12. Special Conditions

- (a) Any process of recycling at the facility will do nothing that will create harm to human health or environmental harm.
- (b) All costs associated with any required monitoring of activities including micro-plastics from the activities will be paid for by the Lessee. All reports to be provided to the Shire of Boddington.
- (c) The general aesthetics of the site to be maintained and if necessary and requested by the Shire of Boddington something along the line of a fence wrap be attached to the south/east section of the fence.
- (d) The Shire of Boddington to pay all utility costs.
- (e) The site is leased/utilised by: Shire of Boddington (storage of bitumen and roller) and the Boddington Men's Shed and all times consideration and respect must be given to all users of the facility.

EXECUTED BY THE PARTIES AS A DEED

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



SHIRE PRESIDENT
Garry Ventris

Chief Executive Officer
Julie Burton

Date: _____

BODDINGTON RRR)
was hereunto signed in accordance)
with its Constitution in the presence of:)

Print Name:
Position:

Print Name:
Position:

Date: _____

**SCHEDULE 2
Reserve**

Aerial image below shows leased area to RRR (hatched red)



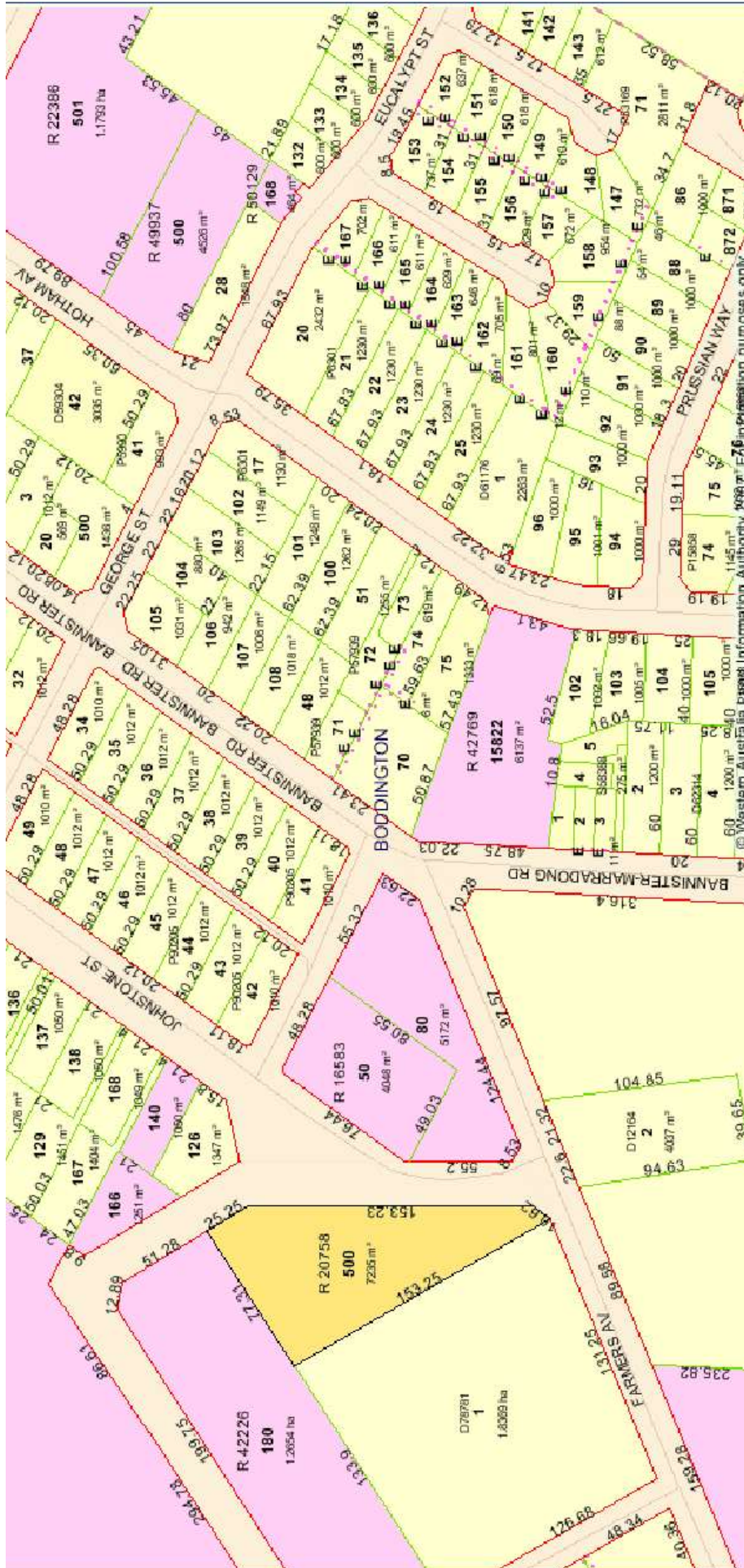
Aerial image below shows leased area to RRR (hatched red) and Shire of Boddington (Depot hatched blue)



Aerial image below shows leased area to RRR (hatched red), Shire of Boddington (Depot hatched blue) and Boddington Men's Shed (hatched yellow)



Reserve Enquiry Detail		Reserve Enquiry No. 2018		Legal Area 842		3729	
Reserve	2018	Legal Area 842	3729	Status	Current	Current Reserve	SHIRE DEPOT
Type		Current Reserve	SHIRE DEPOT	File Number	3442900	Additional Reserve Information	RESERVE COMPRES LOT 080 ON CP25288 (DCR3441)
Client	DEPARTMENT FOR PLANNING AND INFRASTRUCTURE	Responsible Agency	29/002817	State of Last Change			
Management Order	SHIRE OF BODDINGTON	Issued	DEPOT MUNICIPAL DEPOT SITE	Location	BODDINGTON, SHIRE OF	State of Government Authority	
Roll Item	130121-000	Roll Item - Plan	22700	State Authority	DEPARTMENT OF	Subject	BODDINGTON
				Roll Number	03443-1000-0180	Roll	1104968
				Area (sqm)	7230.9	Map Show	



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SCHEDULE 3

Department of Planning, Lands and Heritage Approval

9.4.2 Lease Boddington Sports & Community Club Inc

File Reference:	3.0046
Applicant:	Nil
Disclosure of Interest:	Nil
Author:	Economic and Community Development Officer
Attachments:	9.4.2A Letter from the Boddington Sports and Community Club Inc. 9.4.2B Draft Lease

Summary

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

Background

The Boddington Sport and Community Club have requested (see attached letter) the Shire of Boddington considers the following:

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

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

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

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

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

Comment

Due to the current lease with the Boddington Sport and Community Club never being endorsed by the Department Planning Lands and Heritage, it is recommended that Council endorse a new lease.

A key component of the new lease is the review of the associated fees. The majority of lease agreements between the Shire of Boddington and community groups use a peppercorn fee structure of \$1 per financial year. This takes into consideration the limited capacity of these

group to fundraise large amounts of money when they are operating to primarily provide important community services to residents.

On the other hand, the Lions Club Boddington, and the Boddington Sport and Community Club are two community groups which lease Shire of Boddington facilities, but also have significant revenue raising opportunities. This includes bar sales, as well as venue hire to other community groups and corporate organisations, individuals (e.g. parties, weddings and funerals) and other event organisers. As a result, the Lions Club Boddington and the Boddington Sport and Community Club were not originally offered a peppercorn lease structure. Currently the Lions Club Boddington pays a lease fee of \$550 per financial year (inclusive of GST). It is considered appropriate to bring the Boddington Sport and Community Club into alignment with a similar financial structure for their lease, as they have some revenue raising capacity. The current lease fee for the Boddington Sport and Community Club is \$6,000 per year, which they have been unable to pay due to COVID restrictions and cancellation of events which means they have not had any financial income. The club has indicated that a reduced lease fee will take the financial pressure off them, why at the same time allowing them to put money aside to do maintenance as required as per the lease, as well as putting money aside to use as leverage for grant funding opportunities.

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

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

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

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

As the property owner the Shire of Boddington is responsible for maintenance of the building structure as well as the servicing of air conditioners, termite inspections and fire extinguishers

to preserve the council's asset. All of Council facilities are covered under this process and done at the same time.

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

A long term lease will also support the Boddington Sports and Community Club to apply for grants and financial support to improve the amenities of the facility.

Consultation

Consultation has occurred with the Boddington Sports and Community Club.

Strategic Implications

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

Legislative Implications

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

Policy Implications

Nil

Financial Implications

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

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

It is proposed that an allocation of \$15,000 be considered for the Community Grants Program in the 2022/23 draft budget to replace use of rates from the Boddington Sport and Community Club lease fee.

Economic Implications

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

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

Social Implications

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

Environmental Considerations

Nil

Risk Considerations

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

Options

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

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

1. Authorise the lease with Boddington Sport and Community Club Inc for a portion of land located at Lot 68 and 69 Club Drive Boddington, on Deposited Plan 156172, and being part of the land contained in Crown Land Title Volume 1798 Folio 196 and 197 for a period of twenty one (21) years for the period 1 April 2022 to 31 March 2043.
2. Authorise the waiver of lease fees (\$6,950.81) and reimbursement of 2021/22 insurance costs (\$3746.85), total of \$10,697.66.
3. Considers an allocation of \$15,000 for the Community Grants Program in the 2022/23 Draft budget.

Boddington Sports and Community Club

Club Drive, PO Box 6, Boddington, 6390

Ms Julie Burton

Chief Executive Officer

Boddington Shire

34 Bannister Road, PO Box 4, Boddington, 6390

Dear Ms Burton,

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

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

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

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

Yours sincerely,

Mr Brendan Roache,



President

06/12/2021

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON SPORTS AND COMMUNITY CLUB INC

("Lessee")

CONTENTS

1.	<u>DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS</u>	
	5	
1.1	Definitions	5
1.2	Interpretation	8
1.3	Performance of Functions by Minister	
	8	
1.4	Approval by the Lessor or Minister	8
1.5	Consent of Western Australian Planning Commission	
	9	
1.6	Discretion of the Lessor in its capacity as Relevant Authority	
	9	
2.	<u>OPERATIVE PART</u>	9
2.1	Lease of Leased Premises	9
2.2	Quiet enjoyment	9
2.3	Lessee responsibility as if owner	9
3.	<u>RESERVATION OF LESSOR'S RIGHTS</u>	
	10	
(a)	Improvements to Leased Premises	10
(b)	Right to enter	10
(c)	Granting easements etc.	11
4.	<u>RENT</u>	11
5.	<u>SUPPLY OF SERVICES</u>	
	11	
	Outgoings separately assessed	
	11	
6.	<u>USE OF LEASED PREMISES AND FACILITIES</u>	
	11	
6.1	The lessee shall not	11
6.2	The Lessee	11
7.	<u>SECURITY OF LEASED PREMISES</u>	
	11	
7.1	The Lessee shall	11
7.2	The Lessee	12
8.	<u>LEASED PREMISES NAME IN LESSEE'S NAME</u>	
	12	
9.	<u>COVENANT TO REPAIR AND MAINTAIN</u>	12
9.1	The Lessee shall	12
9.2	If the Lessee does	13
9.3	Lessee's Future	
	13	
9.4	Lessee's Further Obligations	13
10.	<u>POSITIVE COVENANTS</u>	14

11.	<u>NEGATIVE COVENANTS</u>	15
12.	<u>LESSEE'S OBLIGATION TO EFFECT INSURANCES</u>	
17		
13.	<u>INDEMNITIES</u>	17
13.1	General indemnity	17
13.2	Nature of indemnity	17
14.	<u>ASSIGNMENT</u>	
18		
14.1	No assignment	
18		
14.2	Property Law Act excluded	18
14.3	Lessor may consent to assignment	18
15.	<u>DAMAGE, DESTRUCTION OR RESUMPTION</u>	
18		
15.1	Definitions	18
15.2	Abatement	18
15.3	Either Party may Terminate	19
15.4	Lessee may Terminate	
19		
15.5	Exceptions	19
15.6	Lessor to Terminate	20
15.7	Antecedent Breaches	20
15.8	Dispute Resolution	20
15.9	Lessor Not Obligated to Reinstate	20
15.10	Proceeds of Insurance	
20		
15.11	Resumption of Leased Premises	20
16.	<u>LIMIT OF LESSOR'S LIABILITY</u>	
20		
16.1	No warranties or representations	20
16.2	Suitability and Safety of Leased Premises	21
16.3	Lessor Not Liable	22
16.4	Lessor only liable while Primary Interest Holder	
22		
16.5	Interruption of Services	
22		
17.	<u>DEFAULT</u>	22
18.	<u>LESSOR'S POWERS ON DEFAULT</u>	
23		
18.1	Lessor's right of possession	23
18.2	Lessor may remedy Lessee's default	23
18.3	No prejudice of Lessor's rights	
23		
18.4	Exercise of rights by Lessor	24
19.	<u>ESSENTIAL TERMS</u>	24

19.1	Breach of Essential Terms	24
19.2	Damage for Breach of Essential Terms	
24		
19.3	Lessor's Entitlement to Damages	24
19.4	Lessor to Mitigate Damages	24
19.5	Calculation of Damages	25
20.	<u>TERMINATION</u>	
25		
20.1	Yield up Leased Premises	25
20.2	Improvements to Vest in Crown	25
20.3	Remove Lessee's Fixtures	25
20.4	Making Good of Leased Premises not removed on Termination	
25		
20.5	Lessor can make good	
26		
20.6	Dealing with Lessee's property not removed at Termination	26
21.	<u>POWER OF ATTORNEY</u>	26
22	<u>TRUSTEE PROVISIONS</u>	
26		
23.	<u>MISCELLANEOUS</u>	27
23.1	Lessee not to permit prohibited matters	27
23.2	Lessor's consent	27
23.3	Certificates	27
23.4	Exercise of rights by Lessor	27
23.5	Lessor may act by agent	28
23.6	Discretion of the Lessor	28
23.7	Time for payment	28
23.8	Time of essence	28
23.9	No Moratorium	
28		
23.10	Variation	28
23.11	Further Assurances	28
23.12	Effect of Execution	28
23.13	Entire Agreement	28
23.14	Proper Law	29
23.15	Severance	29
23.16	Headings	29
23.17	Termination	29
23.18	Cost of Complying with Obligations	29
23.19	Giving of notice	29
23.20	Goods and Services Tax	30
24.	<u>OPTION FOR FURTHER TERM</u>	
30		
25.	<u>HOLDING OVER</u>	31
26.	<u>DISPUTE RESOLUTION</u>	31
27.	<u>TRADE PRACTICES ACT</u>	31

28. SPECIAL CONDITIONS
32

SCHEDULE 1.

33

1. Lessor's Details	33
2. Lessee's Details	33
3. Land	33
4. Leased Premises	33
5. Authorised Use	33
6. Commencement Date	33
7. Term	33
8. Rent	33
9. Further Term	33
10. Lessee's Insurance Obligations	34
11. Definition of Outgoings	34
12. Special Conditions	34

SCHEDULE 2.

36

Reserve

SCHEDULE 3

39

Department of Planning, Lands and Heritage Approval

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

BETWEEN

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

AND

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

RECITALS:

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

THE PARTIES CONVEYANT AND AGREE:

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

1.1 Definitions

Unless stated otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Rate” means 6% per annum;

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

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

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

“Schedule” means a schedule to this Lease;

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

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

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

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

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

1.2 Interpretation

In this Lease:

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

1.3 Performance of Functions by Minister

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

1.4 Approval by the Lessor or Minister

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

1.5 Consent of Western Australian Planning Commission

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

1.6 Discretion of the Lessor in its capacity as Relevant Authority

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

2. Operative part

2.1 Lease of Leased Premises

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

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

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

2.2 Quiet enjoyment

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

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

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

2.3 Lessee responsible as if owner

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

3. Reservation of Lessor's rights

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

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

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

(b) Right to enter

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

(A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;

(B) comply with any requirement or order of any local government or other statutory authority;

(C) carry out any maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;

(D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and

(E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term;

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

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

(c) Granting easements etc.

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

ATTACHMENT 9.4.2B

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

9.4 Lessee's Further Obligations

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

10. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) any breach of the Lessee's Obligations; and
 - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
 - iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;

- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Days' notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and

11. Negative covenants

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;

- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the land (except garden waste);
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

12. Lessee's Obligations to effect Insurances

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

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

and

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

13. Indemnities

13.1 General indemnity

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

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

13.2 Nature of Indemnity

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

14. Assignment

14.1 No assignment

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

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

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

14.4 Lessor may consent to sublease

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

15. Damage, Destruction or Resumption

15.1 Definitions

In this clause 15:

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

15.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
 - (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;then from the date that the Lessee notifies the Lessor of the damage or destruction ('Damage Notice');
 - iii) any money payable by the Lessee under this Lease; and
 - iv) the covenant to repair and maintain;will abate according to the nature and extent of the damage or destruction sustained.

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

- (i) recovery of any money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the covenant to repair and maintain;
- will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises is;
- (iii) restored;
 - (iv) made fit for the Lessee's occupation and use; or

(v) made accessible.

15.3 Either Party May Terminate

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

15.4 Lessee May Terminate

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

15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

- (a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or
- (b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

15.6 Lessor to Terminate

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

15.7 Antecedent Breaches

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

15.8 Dispute Resolution

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

15.9 Lessor Not Obligated to Reinstate

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

15.10 Proceeds of Insurance

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

15.11 Resumption of Leased Premises

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

16 Limited of Lessor's Liability

16.1 No warranties or representations

The Lessee acknowledges and agrees that:

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

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

16.2 Suitability and Safety of Leased Premises

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

16.3 Lessor Not Liable

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

16.4 Lessor only liable while Primary Interest Holder

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

16.5 Interruption of Services

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

Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

17. Default

An event of default occurs if:

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

18. Lessor's power on default

18.1 Lessor's right of possession

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

18.2 Lessor may remedy Lessee's default

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

18.3 No prejudice of Lessor's rights

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

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

18.4 Exercise of rights by Lessor

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

19. Essential terms

19.1 Breach of Essential Terms

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

19.2 Damage for Breach of Essential Terms

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

19.3 Lessor's Entitlement to Damages

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

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

19.4 Lessor to Mitigate Damages

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

19.5 Calculation of Damages

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

20. Termination

20.1 Yield up Leased Premises

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

20.2 Improvements to Vest in Crown

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

20.3 Remove Lessee's Fixtures

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

20.4 Making Good of Leased Premises on Termination

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

20.5 Lessor Can Make Good

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

20.6 Dealing with Lessee's property not removed at Termination

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

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

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

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

21. Power of Attorney

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

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

22. Trustee Provisions

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

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

23. Miscellaneous

23.1 Lessee not to permit prohibited matters

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

23.2 Lessor's consent

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

23.3 Certificates

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

23.4 Exercise of rights by Lessor

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

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

23.5 Lessor may act by agent

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

23.6 Discretion of the Lessor

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

23.7 Time for Payment

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

23.8 Time of the essence

Time shall be of the essence in all respects.

23.9 No moratorium

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

23.10 Variation

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

23.11 Further assurances

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

23.12 Effect of execution

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

23.13 Entire Agreement

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

23.14 Proper Law

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

23.15 Severance

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

23.16 Headings

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

23.17 Termination

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

23.18 Cost of Complying with Obligations

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

23.19 Giving of notice

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

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

23.20 Goods and services tax

(a) In the Lease:

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

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

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

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

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

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

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

24. Option for Further Term

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

25. Holding Over

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

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

26. Dispute Resolution

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

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

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

27. Trade Practices Act

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

28. Special Conditions

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

SCHEDULE 1

Particular of Lease:

1. Lessor's Details

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

2. Lessee's Details

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

3. Land

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

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

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

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

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

4. Leased Premises

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

5. Authorised Use

Community Centre

6. Commencement Date

1 May 2022

7. Term

The Term shall be a term of TWENTY (21) years commencing on the Commencement Date and ending on the 31 March 2043.

8. Rent

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

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

9. Further Term

Nil

10. Lessee's Insurance Obligations

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

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

11. 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.

12. Special Conditions

Nil

EXECUTED BY THE PARTIES AS A DEED

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

SHIRE PRESIDENT
Garry Ventris

Chief Executive Officer
Julie Burton

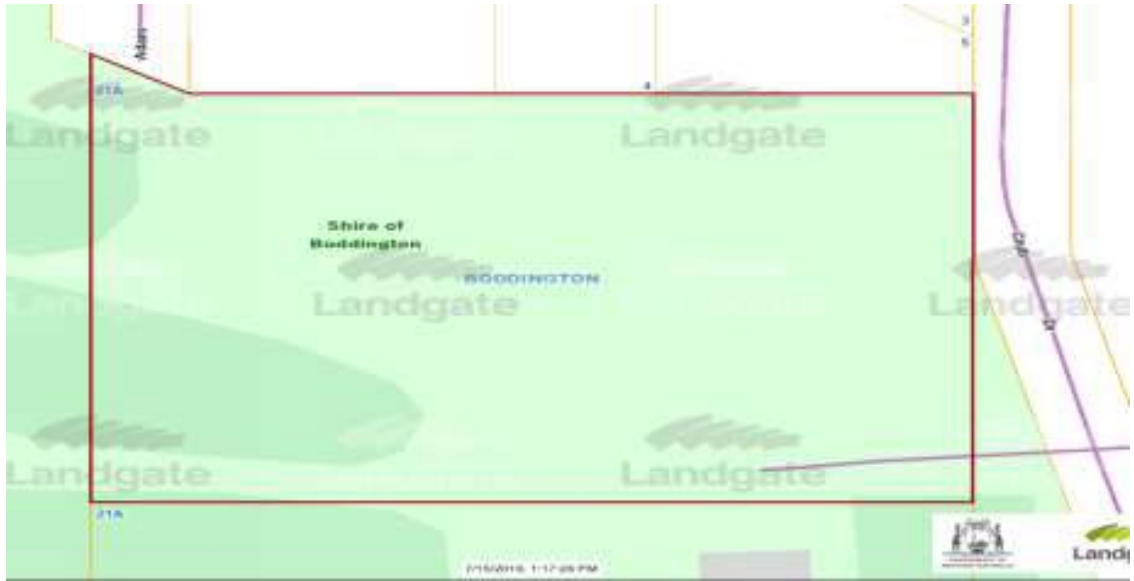
BODDINGTON SPORTS AND)
COMMUNITY CLUB INC)
was hereunto signed in accordance)
with its Constitution in the presence of:)

Print Name:
President:

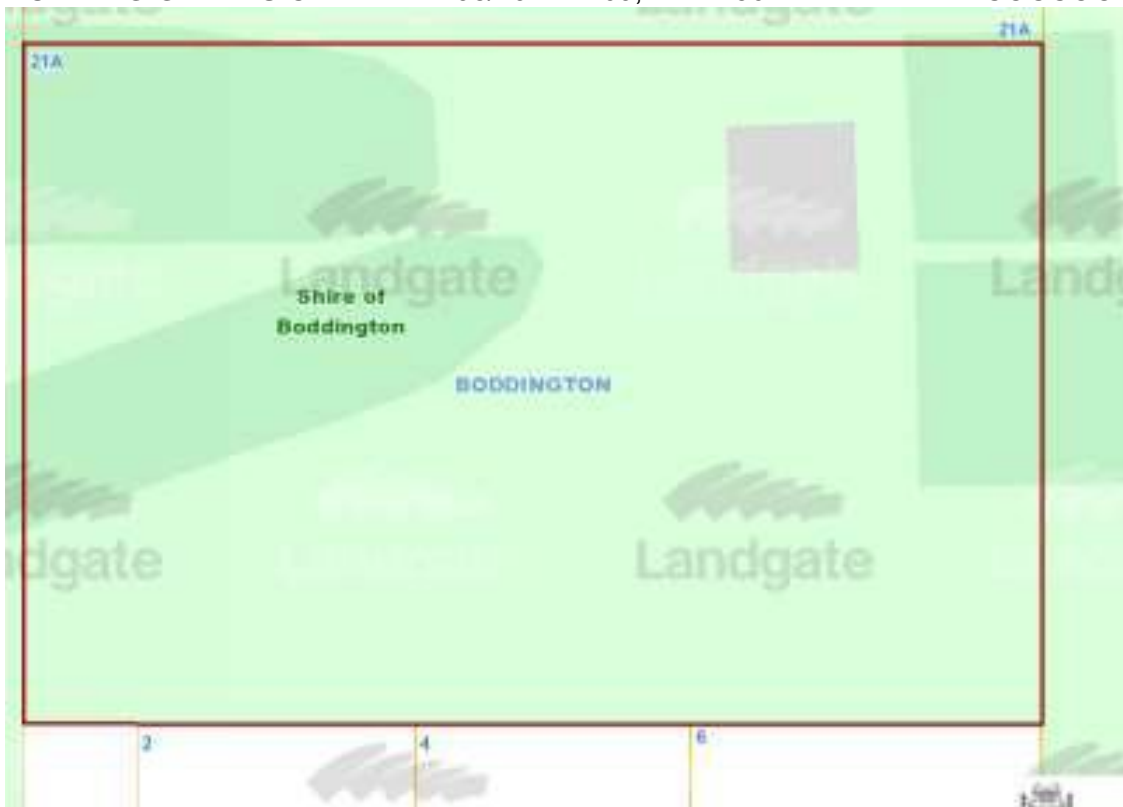
Print Name:
Secretary:

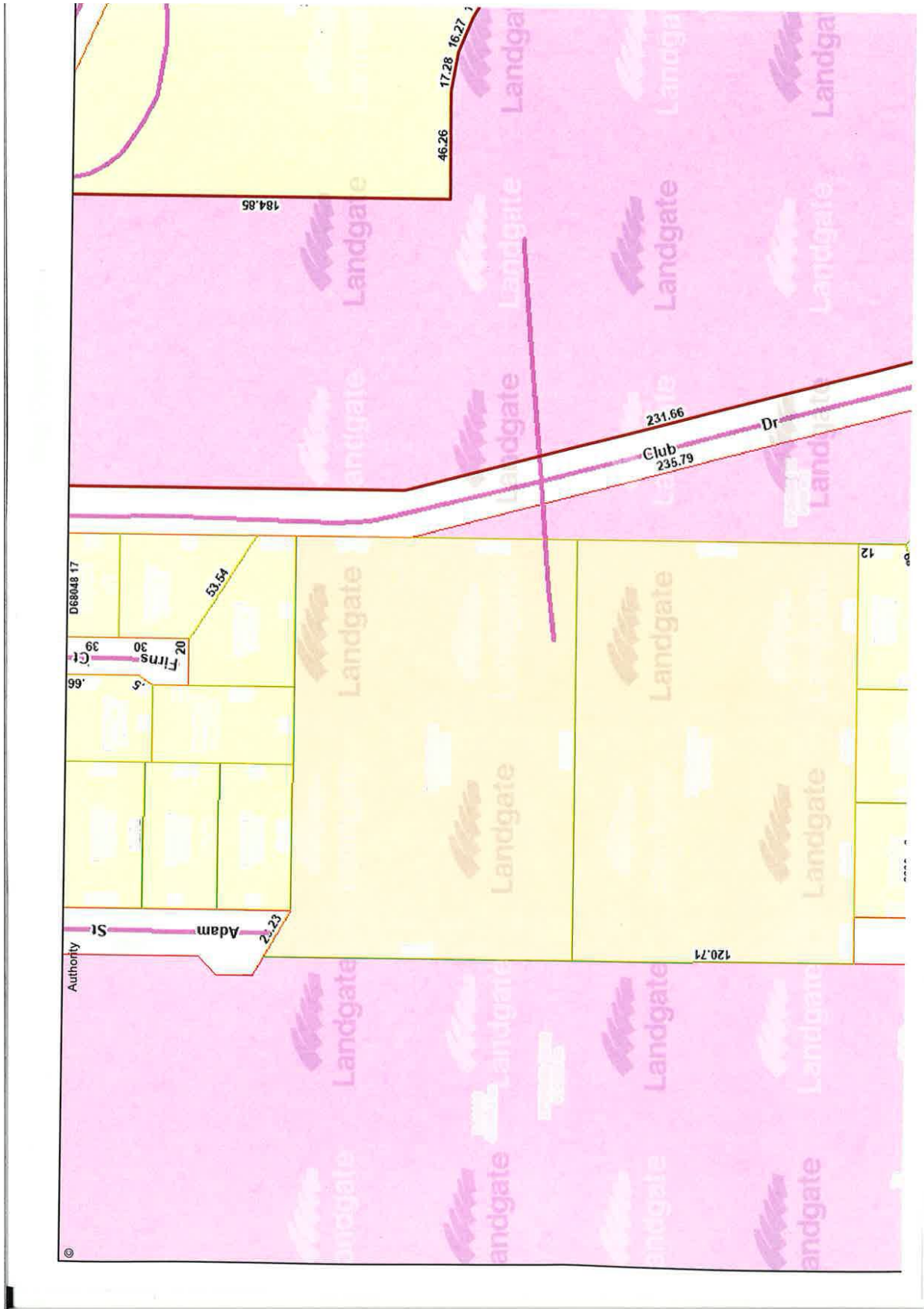
SCHEDULE 2
Reserve

FREEHOLD LAND – LOT 68, NO. 21A (ADAM ST IN LANDGATE) CLUB DRIVE – GOLF COURSE & COMMUNITY CENTRE CARPARK
Cert Title: 1798/196 Lot 68 ; Plan 156172 Asset No: LCOCC001030



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







SCHEDULE 3

Department of Planning, Lands and Heritage Approval

9.4.3 2021-22 Community Facility Fund Application

File Reference: 3.0018
Applicant: Boddington Bowling Club
Disclosure of Interest: Nil
Author: Economic Community Development Officer
Attachments: 9.4.3A 2022-2023 Community Facility Fund Application

Summary

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

Background

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

Eligible applicants must meet the following criteria:

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

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

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

Applications will be assessed according to:

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

For applications to proceed to assessment they must;

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

Comment

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

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

Assessment Criteria	Officer Comment	Rating
The extent to which the project will result in increased community benefit and/or participation in physical activity;	The result of the project will be increasing current participation levels by providing a high quality facility to attract more frequent competitions, a larger cohort of visiting competitors as well as improve local appeal, for corporate and social bowls.	5/5
The extent to which the project will improve the standard of the facility or services to local residents;	The facility is well used by members of the community as well as visiting bowling clubs for pennants and social gatherings. Complaints from visiting teams has indicated that the surface is no longer acceptable for competition bowls as the existing surface is practically non-existence. The current surface is fifteen (15) years old.	5/5
Demonstration of total project funding capacity and ongoing ability to sustain or maintain the facility (where appropriate);	The application is seeking \$47,000, which quantifies as approximately 33%(one third) of the total project cost, which meets the criteria of requested funding up to 33% (one third) of total project costs. The applicant applies to funding bodies and the local mines for financial support to continue to maintain the facility, as well as fundraising and through the profits of the bar.	5/5
Ability to fund two thirds of the project cash cost (this may include additional funding sources).	The Boddington Bowling Club is applying to the Department of Local Government, Sport and Cultural Industries, for a third of the project costs and will contributing a third of the cost from Club funds as well as providing volunteer labour.	5/5
Total Score based on the project's alignment with Assessment Criteria		20/20

Consultation

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

Strategic Implications

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

Legislative Implications

Nil

Policy Implications

Community Grant Program Policy (updated 16 December 2021).

Financial Implications

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

Economic Implications

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

Social Implications

The Boddington Bowling Club provides an opportunity to bring the community together to stay active and socialise by providing the best possible facility. The Boddington Bowling Club encourages all members of the Community to utilise the facility by providing Corporate bowls, social bowls for the two mining companies, and fun days such as the “Bowl over Cancer” event. The Boddington District High School also utilises the facility as part of their sporting program.

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	Primary risks include negative feedback from members of the community if not supported as this is a council owned facility.
Risk Rating (prior to treatment or control)	Minor (4)
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Shire Administration has engaged the applicant in the assessment process prior to Council endorsement.

Options

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

Voting Requirements

Simple Majority

Officer Recommendation

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

Community Facility Fund

Application Form 2022-23

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

Applications can be submitted by mail, email or hand delivered:
Shire of Boddington
39 Bannister Road, Boddington 6390
shire@boddington.wa.gov.au

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

Application Checklist

X Completed all questions in the application form.

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

X Annual financial statement attached.

X Evidence of public liability insurance. SHIRE

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

Eligibility

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

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

Applicant Details

Organisation Details This is the group undertaking the project.

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

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

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

Project Details

Name of Project

Boddington Bowling Club Replace synthetic turf on B Green

Location of Project

Boddington Bowling Club, Club Drive Boddington WA

Project Start and End Date

December 2022

Total Project Cost

\$141,000

Funding Amount Requested

\$47,000

Provide a summary of the project

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

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

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

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

Describe how the project will benefit the community of Boddington

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

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

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

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

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

[Empty box for providing details of collaborations/partnerships or community groups]

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

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

Budget Details

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

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

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

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

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

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

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

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

ATTACHMENT 9.4.3

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

Surplus/ Deficit (A) + (B) – (C)	\$0
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Has your organisation received any type of funding from the Shire of Boddington in the last 2 years? If yes, please provide details below.

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

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

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

Declaration

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

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

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

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

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

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

Name	David Smart	Position	President
Signature		Date	

9.5.1 WORKS AND SERVICES

Nil

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

Nil.

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

Nil.

12. CONFIDENTIAL ITEMS

Nil.

13. CLOSURE OF MEETING