



SHIRE OF WILLIAMS AGENDA

ORDINARY COUNCIL MEETING
WEDNESDAY 16 MARCH 2022



NOTICE OF ORDINARY MEETING OF COUNCIL

Dear Elected Member & Community Members,

You are respectfully advised the next Ordinary Meeting of the Shire of Williams will be held on Wednesday 16 March 2022, in the Shire of Williams Council Chambers, 9 Brooking Street, Williams, commencing at 3.30 pm.

A handwritten signature in black ink, appearing to read 'Geoff McKeown'.

Geoff McKeown
Chief Executive Officer

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Williams for any act, omission or statement or intimation occurring during Council or Committee meetings. The Shire of Williams disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings. Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by a member or officer of the Shire of Williams during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Williams. The Shire of Williams warns that anyone who has any application lodged with the Shire of Williams must obtain and should only rely on written confirmation of the outcome of the application, and any conditions attaching to the decision made by the Shire of Williams in respect of the application.

SHIRE OF WILLIAMS STRATEGIC COMMUNITY PLAN 2017-2032

ECONOMIC

To support industry and business development through the development of sustainable infrastructure and investment opportunities.

ED1. Develop infrastructure and investment that is sustainable and an ongoing legacy to the Shire.

ED2. To have appropriate levels of housing to cater for population retention and growth.

SOCIAL AND CULTURAL

To be a safe and welcoming community where everyone is valued and has the opportunity to contribute and belong.

SCD1. To provide community infrastructure and facilities that meet the needs of the population.

SCD2. To support a safe and healthy community with a strong sense of community pride.

SCD3. To recognise the vibrant history of the Shire and its rich, varied cultural heritage and natural environment is valued, respected, promoted and celebrated.

LAND USE & ENVIRONMENT

To have a balanced respect for our natural assets and built environment, retaining our lifestyle values and community split.

LUE1. To enhance, promote, rehabilitate and leverage the natural environment so it continues to be an asset to the community.

LUE2. Natural assets and public open spaces are accessible, well utilised and managed.
LUE3. Recognising and implementing sustainability measures.

LUE4. To have safe and well maintained transport network that supports local economy.

CIVIC LEADERSHIP

Strong civic leadership representing the whole of the Shire which engages in effective partnerships and reflects the aspirations of an engaged community.

CL1. The Shire is efficient in its operations, actively listens to the community and anticipates and responds to the community needs.

CL2. The revenue needs of the Shire are managed in an equitable, proactive and sustainable manner.

CL3. Effective collaboration and shared services with other relevant Local, State and Federal Government agencies, industry and community organisations.

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AGENDA

1.0 Declaration of Opening / Announcement of Visitors

The Presiding Member, President Jarrad Logie, will declare the Meeting open at 3.30pm.

2.0 Record of Attendance / Apologies / Leave of Absence

Elected Members

Cr Jarrad Logie - President
Cr Natalie Major - Deputy President
Cr Moya Carne
Cr Simon Harding
Cr Bob Baker
Cr Tracey Price
Cr Bernie Panizza
Cr Christine Cowcher
Cr John Macnamara

Staff

Geoff McKeown - Chief Executive Officer
Alan Lamb – Manager of Corporate Services
Manuela Lenehan - Minute Taker

Visitors – Nil
Apologies - Nil
Leave of Absence – Nil

3.0 Public Question Time

Nil

4.0 Petitions / Deputations / Presentations

Nil

5.0 Declarations of Interest

Nil

DECLARATION OF INTEREST	
Name / Position	
Item No. / Subject	
Type of Interest	

6.0 Confirmation of Minutes of Previous Meetings

6.1 Ordinary Council Meeting Held 16 February 2022

Officer's Recommendation

That the Minutes of the Ordinary Council Meeting held 16 February 2022, as previously circulated, be confirmed as a true and accurate record.

7.0 Announcements by Presiding Member Without Discussion

Nil

8.0 Matters Which Require Decisions

8.1 Corporate and Community Services

8.1.1 Payment Listing

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Alan Lamb 10 March 2022
Attachments	Payment listing for month ending 28 February 2022

Background

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the Shires municipal or trust account. 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 in the following month.

Statutory 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.*

Comment

The list of accounts for payment is a separate attachment to this agenda.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility

Financial Implications

As listed in the recommendation below.

Voting Requirements

Simple Majority

Officer's Recommendation

That Municipal Fund EFT, Bpay, Direct Debits and Cheques 104917 – 104921 totalling \$384,607.86 approved by the Chief Executive Officer during the month of February 2022 be endorsed.

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 28 FEBRUARY 2022

DATE	NAME	DESCRIPTION	AMOUNT
MUNICIPAL - EFT, BPAY, DIRECT DEBIT &			
02/02/2022	WA SUPER	Superannuation - January 2022	\$ 20,729.49
09/02/2022	FDC - EDUCATORS	FDC Educators PE 06/02/2022	\$ 14,902.50
09/02/2022	HAMILTON, CLIVE	Return Nomination Deposit	\$ 80.00
10/02/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 09/02/2022	\$ 44,947.17
23/02/2022	FDC - EDUCATORS	FDC Educators PE 20/02/2022	\$ 16,712.08
24/02/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 23/02/2022	\$ 44,743.82
25/02/2022	ALEX WATT	12571 - Entertainment (Australia Day)	\$ 350.00
25/02/2022	AVON WASTE	11015 - Monthly Refuse Charges January 2022	\$ 8,468.08
25/02/2022	BERTY BEE'S GARDENING	11883 - Contract Gardening Services - January 2022	\$ 1,419.00
25/02/2022	BEST OFFICE SYSTEMS	12087 - Monthly Printing/Copying Charges	\$ 209.80
25/02/2022	BOC Ltd	12091 - January 2022 Container Service Fee	\$ 43.32
25/02/2022	BODDINGTON MEDICAL CENTRE	Pre-employment Medical (J Spencer)	\$ 176.00
25/02/2022	BP TRUST	Monthly Fuel Account January 2022	\$ 307.70
25/02/2022	BW TRUCK PARTS	12435 - Toolbox (HP Low Loader)	\$ 649.00
25/02/2022	CANNON HYGIENE	Hygiene Service (29/3/22-28/9/22)	\$ 764.84
25/02/2022	CONTRACT AQUATIC SERVICES	12369, 12380, 12399 - Pool Wages & Chemicals	\$ 31,691.00
25/02/2022	CONWAY Highbury Pty Ltd	12290 - Services to Repeal Local Laws / New Local Laws	\$ 330.00
25/02/2022	CORNER'S AUTOMOTIVE ELECTRICS	12431 - Test/Repair Airconditioner (Truck & Roller)	\$ 511.50
25/02/2022	CROSSMAN HOT WATER & PLUMBING	12452 - Rectify Drainage Problem (8 Fry St)	\$ 300.00
25/02/2022	DFES.	ESLB 3rd Qtr Contribution 2021/22	\$ 18,356.52
25/02/2022	DONGOLOCKING PLUMBING AND GAS	12512 - Plumbing Works (6 Richardson St)	\$ 726.00
25/02/2022	DORMAKABA AUSTRALIA PTY LTD	12250 - Repairs & Maintenance to Automatic Doors	\$ 2,270.27
25/02/2022	EDWARDS ISUZU UTE	12392 - Repair (Isuzu SUV)	\$ 382.57
25/02/2022	EXTERIA	12261 - Gazebo & Seats (Cemetery)	\$ 14,203.20
25/02/2022	GELATO 29.	12576 - Ice Cream Stall (Australia Day)	\$ 1,100.00
25/02/2022	HARMONY SOFTWARE	Educators' Software Fees, Month of January 2022	\$ 314.90
25/02/2022	HERSEY'S SAFETY PTY LTD	12458 (Various Depot Items & PPE)	\$ 808.81
25/02/2022	ITR PACIFIC PTY LTD	12438 - Parts (Various)	\$ 4,277.79
25/02/2022	JP UPHOLSTERY & CANVAS	12235, 1248 - Repair Shadesails, Supply & Install Blind (Gazebo)	\$ 1,022.00
25/02/2022	JUNCTION BROOK PTY LTD	12442 - Filters (Positrac)	\$ 79.20
25/02/2022	LANDGATE.	Land Valuations - Rating	\$ 260.82
25/02/2022	LOCAL GOVERNMENT WORKS ASSOCIATION OF WA	12459 - LG Works Association Membership	\$ 100.00
25/02/2022	MARKETFORCE.	12566, 12395 - Advertising (Positions Vacant, Electors' Meeting)	\$ 395.16
25/02/2022	McPEST PEST CONTROL	12580 - Termite Treatment (Trees at Oval)	\$ 660.00
25/02/2022	MELCHIORRE PLUMBING & GAS	12511, 12510, 12573 - Plumbing Works (Various)	\$ 5,603.29
25/02/2022	METAL ARTWORK CREATIONS.	Name Plaque - Cr J Macnamara	\$ 55.00
25/02/2022	NARROGIN BEARING SERVICE	12440 - Rubber Mounts (Isuzu Tip Truck)	\$ 123.75
25/02/2022	NARROGIN FURNISHINGS	12390 - Replace Carpet (12 Munthoola)	\$ 3,000.00
25/02/2022	NARROGIN GLASS	12570 - Door/Window Repairs (Various)	\$ 231.32
25/02/2022	NARROGIN TECHNOLOGY SOLUTIONS	12316 - IT Items (Shire Office)	\$ 508.00
25/02/2022	NARROGIN TYRE SERVICE	12456 - New Tyres (Hilux Ute)	\$ 1,136.00
25/02/2022	POSITION PARTNERS PTY LTD	12198 - Service/Repair Laser Level	\$ 626.12
25/02/2022	PRICE'S FABRICATION AND STEEL	12565 - Termite Treatment to Tank Pads, '150 Years' Plinth	\$ 3,080.00
25/02/2022	QUINDANNING COMMUNITY HALL INC (EFT)	Funding (Toilet Block Upgrade)	\$ 5,300.00
25/02/2022	READ, ROBYN M	12586 - Coffee Van (Australia Day)	\$ 740.00
25/02/2022	SHIRE OF NARROGIN.	EHO Wages & Travel, January & February 2022	\$ 1,161.00
25/02/2022	SOUTH WEST ISUZU	12441 - Engine Oil (Isuzu Utes x4)	\$ 375.06
25/02/2022	T-QUIP.	12402 - Blades (Mower)	\$ 285.30
25/02/2022	THE GOODS	12572, 12575 - Cleaning Products, Toilet Paper, Childcare Items	\$ 1,982.73
25/02/2022	THE WILLIAMS COMMUNITY NEWSPAPER.	12274 - Photocopy Charges for Shire Notes	\$ 87.00
25/02/2022	THE WILLIAMS WOOL SHED.	12577, 12578 - Refreshments (Australia Day, CRG Meeting)	\$ 1,081.00
25/02/2022	TOLL TRANSPORT PTY LTD	Freight - Various	\$ 338.84
25/02/2022	TOWN PLANNING INNOVATIONS	General Planning Advice for January 2022	\$ 82.50
25/02/2022	WA CONTRACT RANGER SERVICES	12398 - Ranger Services, January & February 2022	\$ 1,542.75
25/02/2022	WESTRAC	12144 - Service & Repair (CAT Grader)	\$ 8,531.99
25/02/2022	WILLIAMS BOWLING CLUB.	2nd 50% Contribution to Greens, 2021/2022	\$ 5,000.00
25/02/2022	WILLIAMS COMMUNITY RESOURCE CENTRE	12457 - Chainsaw Training (C Fawcett, C Kett)	\$ 200.00
25/02/2022	WILLIAMS HOCKEY CLUB.	Community Chest Funding	\$ 883.95
25/02/2022	WILLIAMS MENS SHED	12578 - Catering (Australia Day Event)	\$ 1,000.00
25/02/2022	WILLIAMS NEWSAGENCY	Monthly Account January 2022	\$ 52.80
25/02/2022	WILLIAMS RURAL SUPPLIES	12425, 12432, Monthly Hardware Account - January 2022	\$ 2,406.21
25/02/2022	WILLIAMS RUSTIC GROCER	Monthly Refreshments & Consumables, January 2022	\$ 98.77
25/02/2022	WORKWEAR GROUP	12233 - Staff Uniforms (S Wilkie)	\$ 200.00
02/02/2022	SYNERGY	Electricity - Communications Tower, Street Lights	\$ 3,250.25
02/02/2022	TELSTRA	Telephone Charges - Various	\$ 438.58
16/02/2022	TELSTRA	Mobile Telephone and Data Charges	\$ 656.48

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 28 FEBRUARY 2022

DATE	NAME	DESCRIPTION	AMOUNT
16/02/2022	SYNERGY	Electricity to Swimming Pool 18/1/2022 to 15/2/2022	\$ 1,034.73
01/02/2022	WESTNET	Monthly CEO Internet Charges, February 2022	\$ 54.99
1-25 Feb22	DEPARTMENT OF PLANNING & INFRASTRUCTURE	Licensing Payments Forwarded to Department of Transport	\$ 69,576.90
03/02/2022	BOND ADMINISTRATOR	Payment of Bond to Bond Administration REF 6727/22	\$ 200.00
03/02/2022	CBA	CBA - Merchant Fees Jan 2022	\$ 228.28
17/02/2022	ANZ CARDS	Monthly Credit Card Expenses x 3	\$ 274.85
09/02/2022	AUSTRALIA POST	PO Box Renewal to March 2023	\$ 104.00
16/02/2022	WATER CORPORATION.	Water Supply & Consumption (Various)	\$ 15,327.00
23/02/2022	WATER CORPORATION.	Water Supply & Consumption (Various)	\$ 14,742.57
25/02/2022	WILLIAMS LICENSED POST OFFICE	Postage & Stationery, January 2022	\$ 163.31
25/02/2022	SHIRE OF WILLIAMS	Use of Popcorn Machine (Australia Day)	\$ 550.00
			<u>\$ 384,607.86</u>

8.1.2 Financial Statements

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Alan Lamb 10 March 2022
Attachments	Financial Statements ending 28 February 2022

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.

Statutory Implications

Local Government (Financial Management) Regulations 1996 - Regulation 34.

Comment

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

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility

Financial Implications

As disclosed in the financial statements.

Voting Requirements

Simple Majority

Officer's Recommendation

That the financial statements presented for the period ending 28 February 2022 be received.



SHIRE OF WILLIAMS

MONTHLY FINANCIAL REPORT For the Period Ended 28 February 2022

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

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Prepared by : Manager of Corporate Services
Date prepared : All known transactions up to 10 March 2022

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34. Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities and to the extent they are not inconsistent with the Local Government Act 1995 and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. 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 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 Council controls resources to carry on its functions have been included in this statement. 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 statement, but a separate statement of those monies appears at Note 9.

SIGNIFICANT ACCOUNTING POLICIES

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.

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.

ROUNDING OFF FIGURES

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

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

STATUTORY REPORTING PROGRAMS

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

PROGRAM NAME	OBJECTIVE	ACTIVITIES
GOVERNANCE	To provide a decision making process for the efficient allocation of scarce resources.	Administration and operation of facilities and services to members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.
GENERAL PURPOSE FUNDING	To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY	To provide services to help ensure a safer community.	Supervision and enforcement of local laws, fire prevention and suppression activities and animal control.
HEALTH	To provide an operational framework for good community health.	Health inspection and advisory services, analytical services, mosquito control, collection agent for Williams St John Ambulance subscriptions and assist with providing medical services.
EDUCATION AND WELFARE	To provide a framework that enables community needs in these areas are met.	Provision and maintenance of premises for the Williams Community Resource Centre and Willi Wagtails Childcare Centre. Provide administration services for the Childcare centre.
HOUSING	To help ensure the availability of adequate housing for the community needs.	Management, administration and maintenance of Williams Community Homes, Sandalwood Court, Wandoo Cottages, Jamtree Lane Units and New Street units.
COMMUNITY AMENITIES	Provision of amenities required by the community.	Refuse management, protection of the environment, maintenance of cemeteries and public conveniences.
RECREATION AND CULTURE	To establish and manage efficiently all infrastructure and resources which will meet the recreational and cultural needs of the community.	Maintenance of halls, recreational facilities and reserves. Operation of Library and compilation and maintenance of local heritage register.
TRANSPORT	To provide safe, effective and efficient transport services to the community.	Construction and maintenance of streets, roads, bridges and drainage. Cleaning and lighting of streets, depot maintenance and on-line agent for Department of Transport.
ECONOMIC SERVICES	Promotion of Williams and improvement of economic wellbeing of the district and its inhabitants.	Tourism services, area promotion, implementation of buildings controls, provision of standpipe water, maintenance and management of Williams Stud Breeders pavilion.
OTHER PROPERTY AND SERVICES	Efficient utilisation of Council resources, plant repairs and operations, management of Williams Town Planning Scheme.	Provision of private works to public, maintenance of Council plant, approvals and monitoring of town planning activities.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

	Note	Adopted Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
OPENING FUNDING SURPLUS (DEFICIT)	1(b)	401,575	401,575	375,119	(26,456)	(7%)	
Revenue from operating activities							
Governance		1,000	0	2,997	2,997	100%	▲
General Purpose Funding - Rates	5	2,028,853	2,028,853	2,030,579	1,726	0%	
General Purpose Funding - Other		268,372	201,087	288,667	87,580	44%	▲
Law, Order and Public Safety		37,448	25,099	32,122	7,023	28%	▲
Health		1,200	350	350	0	0%	
Education and Welfare		510,806	320,864	381,731	60,867	19%	▲
Housing		248,779	142,976	143,942	966	1%	
Community Amenities		211,630	154,943	147,554	(7,389)	(5%)	
Recreation and Culture		51,674	82,764	100,380	17,616	21%	▲
Transport		103,957	91,904	122,630	30,726	33%	▲
Economic Services		158,979	68,050	70,976	2,926	4%	
Other Property and Services		74,430	45,298	37,141	(8,158)	(18%)	▼
		3,697,128	3,162,188	3,359,068	196,880		
Expenditure from operating activities							
Governance		(209,500)	(140,607)	(138,580)	2,027	1%	▼
General Purpose Funding		(104,351)	(58,941)	(62,413)	(3,473)	(6%)	▲
Law, Order and Public Safety		(105,825)	(80,115)	(76,293)	3,822	5%	
Health		(60,204)	(40,863)	(33,952)	6,911	17%	▲
Education and Welfare		(521,951)	(346,583)	(290,609)	55,974	16%	▲
Housing		(196,366)	(143,393)	(139,297)	4,095	3%	
Community Amenities		(339,478)	(227,817)	(205,316)	22,501	10%	▲
Recreation and Culture		(824,929)	(572,103)	(555,496)	16,607	3%	
Transport		(1,518,285)	(1,030,487)	(1,078,794)	(48,307)	(5%)	
Economic Services		(238,875)	(176,207)	(102,414)	73,793	42%	▲
Other Property and Services		(128,007)	(111,511)	(66,709)	44,803	40%	▲
		(4,247,771)	(2,928,627)	(2,749,873)	178,754		
Non-Cash Amounts excluded from operating activities							
Add back Depreciation		1,264,609	843,073	844,772	1,699	0%	
Adjust (Profit)/Loss on Asset Disposal	6	33,625	0	(37,559)	(37,559)		▼
Adjust Fair Value to financial assets		0	0	0	0		
Adjust Provisions and Accruals		5,128	0	0	0		
Amount attributable to operating activities		752,719	1,076,634	1,416,408	339,775		
Investing Activities							
Grants, Subsidies and Contributions	8	953,493	12,272	59,272	47,000	383%	▲
Proceeds from Disposal of Assets	6	136,000	0	183,617	183,617	100%	▲
Proceeds from Self Supporting Loans		107,023	107,023	107,023	0	0%	
Capital Acquisitions	6	(2,412,193)	(1,148,976)	(1,232,538)	(83,562)	7%	▲
Amount attributable to investing activities		(1,215,677)	(1,029,681)	(882,626)	147,055		
Financing Activities							
Proceeds from New Borrowings		200,000	0	0	0		
Transfer from Reserves	3	236,955	0	0	0		
Repayment of Debentures		(195,514)	(129,533)	(161,360)	(31,827)	(25%)	▼
Transfer to Reserves	3	(180,058)	(30)	(822)	(792)	(2641%)	▲
Amount attributable to financing activities		61,383	(129,563)	(162,182)	(32,619)		
NET OPERATIONS, CAPITAL, FINANCING		(401,575)	(82,610)	371,600	454,211		
CLOSING FUNDING SURPLUS (DEFICIT)	1(b)	0	318,965	746,719	427,755		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

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

SIGNIFICANT ACCOUNTING POLICIES

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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council 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 even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave
(Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 1(b)
ADJUSTED NET CURRENT ASSETS

	Note	Year to Date Actual 28 Feb 2022	Year to Date Actual 28 Feb 2021	This Years Opening 1 July 2021
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	1,225,325	958,698	862,396
Cash Restricted	3	747,935	767,390	747,113
Receivables - Rates	4	155,562	171,571	12,116
Receivables -Other	4	38,083	56,865	135,087
Accrued Revenue		37,972	0	43,567
Loans Receivable - clubs	7	0	0	107,023
Inventories		26,001	36,843	22,190
		<u>2,230,878</u>	<u>1,991,367</u>	<u>1,929,492</u>
Less: Current Liabilities				
Payables		(97,091)	(199,707)	(262,217)
Contract Liabilities	8	(323,774)	(197,674)	(122,634)
Provisions		(341,041)	(356,517)	(341,041)
Long Term Borrowings	7	(34,155)	(43,659)	(211,480)
		<u>(796,061)</u>	<u>(797,557)</u>	<u>(937,372)</u>
Adjustments and exclusions permitted by FM Reg 32				
Less: Cash Reserves	3	(747,935)	(767,390)	(747,113)
Less: Loans Receivables	7	0	0	(107,023)
Add: Leave Entitlements Cash Backed		25,682	20,643	25,655
Add: Long Term Borrowings	7	34,155	43,659	211,480
Adjusted Net Current Assets		746,719	490,721	375,119

SIGNIFICANT ACCOUNTING POLICIES

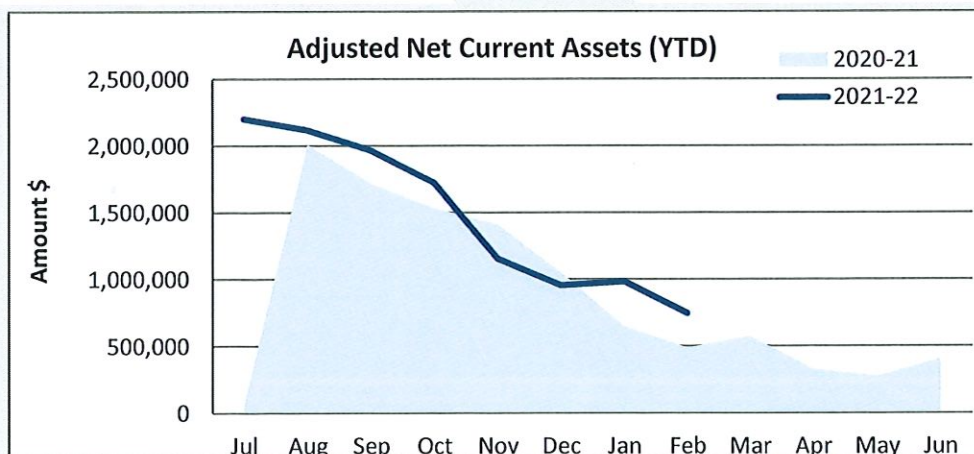
Please see Note 1 (a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is negative) as presented on the Rate Setting statement.

**This Year YTD
Surplus (Deficit)
\$746,719**

**Last Year YTD
Surplus(Deficit)
\$490,721**



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 2
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 budget materially.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	2,997	100%	▲	Permanent	Increase in value of WALGA House Units/Shares x 3 @ \$999 CR
General Purpose Funding - Rates	1,726	0%			
General Purpose Funding - Other	87,580	44%	▲	Permanent	Budget calculation of Financial Assistance Grant was based on advance payment paid in June 21. Actual amount to be paid will be \$119,264 more (that is \$80,732 for the General Purpose grant and \$38,532 more for the Local Roads grant) by year end. DFES Operating Grant reimbursement of over expenditure from 2020-2021.
Law, Order and Public Safety	7,023	28%	▲	Permanent	
Health	0	0%			
Education and Welfare	60,867	19%	▲	Timing	Childcare Centre and Family Day Care Centre fees currently exceeding budget expectations.
Housing	966	1%			
Community Amenities	(7,389)	(5%)		Timing	Income from sale of scrap \$2,690 more than expected at this time as was income from Refuse Site Fees (\$4,713). Offsetting this is lower than expected income (\$10,000 Contributions and Reimbursements, and \$4,340 Feral Pig Declared Species Fund)
Recreation and Culture	17,616	21%	▲	Timing/Permanent	An unbudgeted amount of \$3,300 was received categorised as Grants and Donations - Permanent. Income from Reserves Leases/Rentals was down by \$2,135 and Contributions and Donations up by \$9,428 - Timing. Income from sale of history books was up by \$2,477 - Permanent
Transport	30,726	33%	▲	Permanent	Primarily relates to the unexpected Profit on Sale of Assets (grader \$24,082 and mower \$5,445) \$29,527.
Economic Services	2,926	4%		Timing	
Other Property and Services	(8,158)	(18%)	▼	Permanent	Private works currently below budget expectations by \$13,014. It is expected that income in this area will remain low due to Shire works priorities. Partially offsetting this is the unexpected Profit on Disposal of Asset (Admin vehicle) \$8,032.
Operating Expense					
Governance	2,027	1%	▼	Timing	
General Purpose Funding	(3,473)	(6%)	▲	Timing	Administration Allocation \$5,728 higher than expected at this time.
Law, Order and Public Safety	3,822	5%		Timing	Primarily relates to the purchase of Fire Control gear (Equipment \$2,000, and Clothing and Accessories \$3,000) anticipated to have been purchased earlier in the year.
Health	6,911	17%	▲	Timing	Group Scheme expenditure (EHO) down by \$6,389 on expectations due change over of service provider.
Education and Welfare	55,974	16%	▲	Timing/Permanent	Childcare employee costs down (Family Day Care \$39,246 and Childcare Centre \$19,981) on expectations. Part of this is expected may be permanent.
Housing	4,095	3%		Timing	
Community Amenities	22,501	10%	▲	Timing	Delay in expenditure to be incurred.
Recreation and Culture	16,607	3%		Timing	Expenditure in Parks & Gardens and at the Recreation Ground still to be incurred.
Transport	(48,307)	(5%)		Timing	Maintenance road work being undertaken ahead of time. This will reduce as capital project works commence.
Economic Services	73,793	42%	▲	Permanent	Mainly due to Community Water Supply project (59,399) being reclassified as capital.
Other Property and Services	44,803	40%	▲	Timing/Permanent	Expenditure on Private Works down by \$13,014 - permanent. Administration allocations higher than expected (\$61,360) - expected to be timing. Public Works Overheads (\$79,355) and Plant Operating Costs (\$53,671) lower than expected - Timing.
Investing Activities					
Grants, Subsidies and Contributions	47,000	383%	▲	Timing	Mainly due to grants tied to works which are to be done
Proceeds from Disposal of Assets	183,617	100%	▲	Permanent	Unbudgeted Proceeds from Disposal of Assets
Capital Expenses	(83,562)	7%	▲	Timing	
Transfer to Reserves	(792)	(2641%)	▼	Timing	Reserve transfers traditionally actioned in June in order to allow for adjustments for unexpected revenue or expenditure.

CASH AND INVESTMENTS

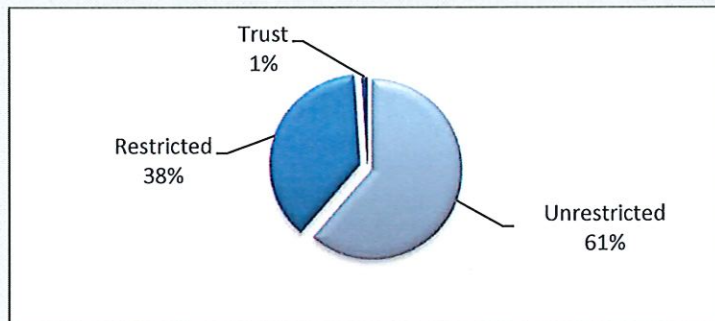
	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash & Floats	600			600		0.00%	On Hand
Cash Deposits							
Municipal Bank Account	67,975			67,975	ANZ	0.00%	At Call
Municipal Cash Investment	301,015			301,015	ANZ	0.05%	At Call
Trust Bank Account			20,000	20,000	ANZ	0.00%	At Call
Term Deposits							
Reserves		747,935		747,935	ANZ	0.32%	03-Nov-21
Treasury							
Overnight Cash Deposit	854,255			854,255	Treasury	0.05%	Overnight
Total	1,223,844	747,935	20,000	1,991,780			

SIGNIFICANT ACCOUNTING POLICIES

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

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 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.



Total Cash	Unrestricted
\$1.99 M	\$1.22 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
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Long Service Leave Reserve	25,654	128	28	5,000	0	0	0	30,782	25,682
Plant Reserve	156,451	782	172	44,000	0	(60,840)	0	140,393	156,623
Building Reserve	282,393	1,412	311	45,000	0	(65,000)	0	263,805	282,704
Joint Venture Housing Reserve	119,927	600	127	10,000	0	(41,115)	0	89,412	120,054
Recreation Facilities Reserve	115,502	578	132	10,000	0	(5,000)	0	121,080	115,634
Art Acquisition Reserve	8,819	44	10	500	0	(25,000)	0	(15,637)	8,829
Refuse Site Reserve	24,294	121	27	0	0	0	0	24,415	24,321
Community Chest Reserve	14,073	70	15	1,822	0	0	0	15,965	14,088
Childcare	0	0	0	60,000	0	(40,000)	0	20,000	0
	747,113	3,736	822	176,322	0	(236,955)	0	690,216	747,935

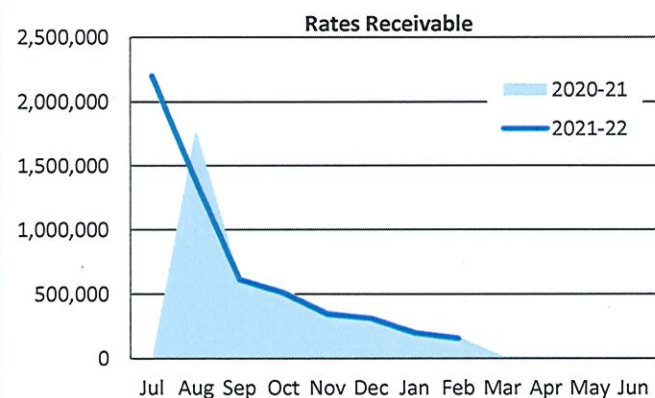
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

Receivables - Rates Receivable	28 Feb 2022	30 June 2021
	\$	\$
Opening Arrears Previous Years	12,116	21,700
Rates - Levied this year	1,992,210	1,927,597
Rubbish - Levied this year	164,516	158,852
ESL - Levied this year	61,188	57,920
<u>Less</u> Collections to date	(2,074,469)	(2,153,953)
Net Rates Collectable	155,562	12,116
% Collected	93.02%	99.44%

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.



Collected	Rates Due
93%	\$155,562

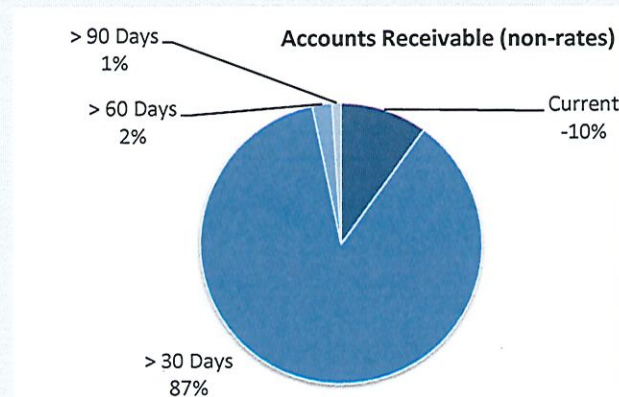
Receivables - General	Current	> 30 Days	> 60 Days	> 90 Days
	\$	\$	\$	\$
Receivables - General	(4,760)	41,279	1,078	486
Percentage	-12.50%	108.39%	2.83%	1.28%

Total Receivables General Outstanding 38,083

Amounts shown above include GST (where applicable)

SIGNIFICANT ACCOUNTING POLICIES

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 doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$38,083
Over 30 Days
112.50%
Over 90 Days
1.28%

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

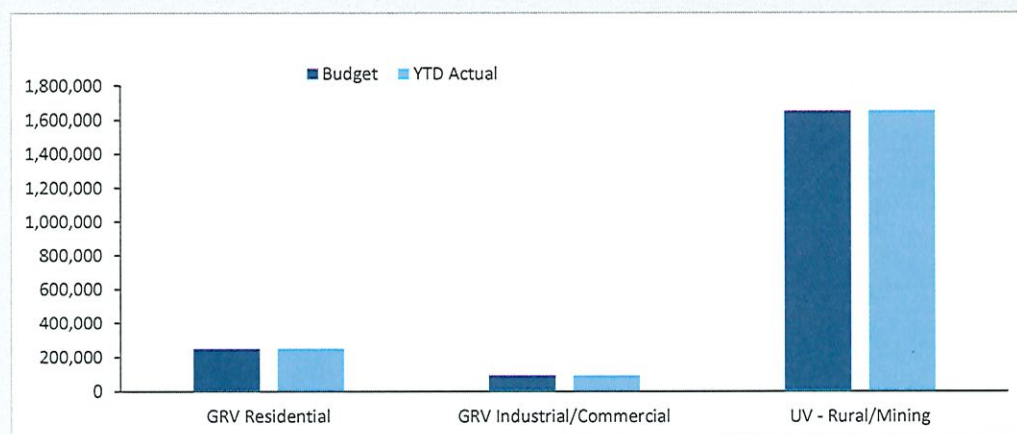
OPERATING ACTIVITIES
NOTE 5
RATE REVENUE

General Rate Revenue

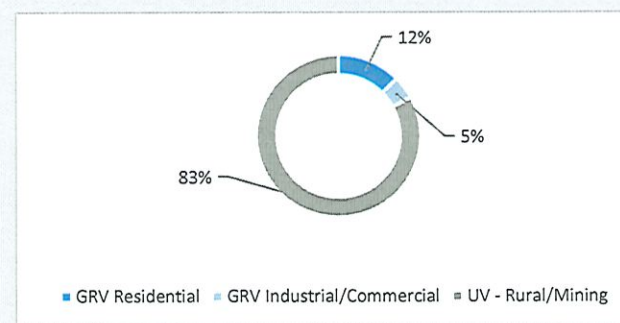
RATE TYPE	Rate in	Number of Properties	Rateable Value	Rate Revenue	Budget			YTD Actual			Total Revenue
					Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	
General Rate											
GRV Residential	0.077340	147	1,854,082	143,395	0	0	143,395	143,395	964	0	144,358
GRV Industrial/Commercial	0.077340	23	1,034,496	80,008	0	0	80,008	80,008	(42)	0	79,966
UV - Rural/Mining	0.006090	241	255,822,000	1,557,956	0	0	1,557,956	1,558,848	(42)	0	1,558,806
Minimum Payment	Minimum \$										
GRV Residential	760	140	663,340	106,400	0	0	106,400	106,400	0	0	106,400
GRV Industrial/Commercial	760	15	59,175	11,400	0	0	11,400	11,400	0	0	11,400
UV - Rural/Mining	960	96	8,768,193	92,160	0	0	92,160	92,160	0	0	92,160
Sub-Totals		662	268,201,286	1,991,319	0	0	1,991,319	1,992,210	881	0	1,993,090
Amount from General Rates							1,991,319				1,993,090
Ex-Gratia Rates							37,533				37,530
Total General Rates							2,028,852				2,030,620

SIGNIFICANT ACCOUNTING POLICIES

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.



General Rates		
Budget	YTD Actual	%
\$1.99 M	\$1.99 M	100%



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL DETAILS

Capital Acquisitions	Annual Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$
Land & Buildings	184,483	146,859	146,859	0
Plant & Equipment	476,000	428,740	428,740	0
Furniture & Equipment	57,000	47,606	45,606	2,000
Infrastructure - Roads	1,063,510	265,000	290,889	(25,889)
Parks, Gardens, Recreation Facilities	631,199	260,770	320,443	(59,672)
Capital Expenditure Totals	2,412,193	1,148,976	1,232,538	(83,562)

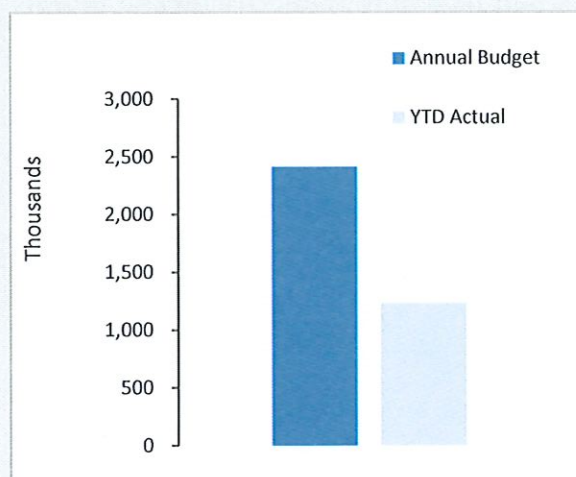
Capital Acquisitions Funded By:

	\$	\$	\$	\$
Capital grants and contributions	953,493	59,272	59,272	0
Borrowings	200,000	0	0	0
Other (Disposals & C/Fwd)	136,000	0	183,617	183,617
Cash Backed Reserves				0
Plant Replacement Reserve	60,840	0	0	0
Building Reserve	65,000	0	0	0
Recreation Facilities Reserve	5,000	0	0	0
Refuse Site Reserve	0	0	0	0
Contribution - operations	991,859	1,089,704	989,649	(100,055)
Capital Funding Total	2,412,193	1,148,976	1,232,538	83,562

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.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$2.41 M	\$1.23 M	51%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.06 M	6%

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL DETAILS (Continued)

CAPITAL DISPOSALS

Asset Description	Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
	\$		\$			
Mazda CX5 - WL16	21,910	18,000	(3,910)	19,085	27,117	8,032
Road Grader - WL61	124,795	100,000	(24,795)	117,918	142,000	24,082
Toro Reelmaster Mower	9,970	8,000	(1,970)	9,055	14,500	5,445
4 x 2 Single Cab Hi Rise Ute - WL5826	12,950	10,000	(2,950)	0	0	0
	169,625	136,000	(33,625)	146,058	183,617	37,559

CAPITAL ACQUISITIONS

% of Completion	Infrastructure Assets	Annual Budget	YTD Budget	YTD Actual	Variance (Under)/Over
-	Sandalwood Crt Refurbishment	25,000	0	0	0
-	Single Person Unit - Carport	20,000	0	0	0
-	Building Refurbishments	15,000	0	0	0
100%	Mens Shed	54,483	59,541	59,541	0
-	Archive Room	30,000	0	0	0
-	Childcare - (Foyer, Kitchen, Office)	40,000	0	0	0
95%	Bushfire Infrastructure Develop		41,999	41,999	0
15%	Stock Water - emergency supply		45,320	45,320	0
	Land and Buildings Total	184,483	146,859	146,859	0
100%	Office Printer	7,000	7,000	5,000	2,000
100%	Office Server Replacement	50,000	40,606	40,606	0
	Furniture and Equipment Total	57,000	47,606	45,606	2,000
100%	Mazda CX5 - WL16	37,000	0	0	0
100%	Road Grader - WL61	375,000	374,800	374,800	0
100%	Toro Reelmaster Mower	37,000	53,940	53,940	0
-	4 x 2 Single Cab Hi Rise Ute - WL5826	27,000	0	0	0
	Plant & Equipment Total	476,000	428,740	428,740	0
20%	Project Grant - Congelin Narrogin Rd	158,526	0	40,031	(40,031)
-	Project Grant - Quindanning Darkan Rd	281,700	0	321	(321)
10%	RTR - York Williams Rd	103,298	0	12,362	(12,362)
-	RTR - Clayton Rd	92,814	500	508	(8)
90%	Council - Brooking Street	124,500	124,500	102,630	21,870
80%	LRCI - Rosselloty Street	140,000	140,000	135,038	4,962
-	Council - Narrakine Rd	15,900	0	0	0
-	Council - Pig Gully Rd	21,265	0	0	0
-	Council - Townsite Drainage	30,000	0	0	0
-	Council - Road Upgrades	95,506	0	0	0
	Roads Total	1,063,510	265,000	290,889	(25,889)
98%	Carpark - Lions Park	134,400	160,715	160,715	0
50%	Town Hall Park (Phase 1)	101,044	30,000	43,497	(13,497)
-	Town Hall Park (Phase 2)	30,000	0	0	0
100%	Eagle Sculpture (Final Payment)	20,455	20,455	20,455	0
100%	Cemetery Improvements - Marling	5,000	5,000	6,473	(1,473)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**INVESTING ACTIVITIES
NOTE 6**

CAPITAL DETAILS (Continued)

-	Cemetery Gazebo - Williams	15,000	0	12,955	(12,955)
20%	Townscape Brooking Street (Phase 1)	18,463	2,600	6,446	(3,846)
-	Entry Statements (Phase 2)	11,836	0	8,073	(8,073)
-	Playground Recreation Centre	20,000	0	0	0
20%	Depot Fuel Facility	65,000	0	0	0
30%	Synthetic Bowling Green	210,000	42,000	61,829	(19,829)
	Infrastructure - Other Total	631,199	260,770	320,443	(59,672)
	Capital Expenditure Total	2,412,193	1,148,976	1,232,538	(83,562)

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

FINANCING ACTIVITIES
NOTE 7
BORROWINGS

Information on Borrowings Particulars	Principal 30 June 21	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture									
Loand #71 Mens Shed	100,000	0	0	9,840	19,715	90,160	80,285	358	681
Transport									
Loan #67 Grader	20,719	0	0	20,719	20,719	0	0	354	354
Other Property and Services									
Loan #65 Industrial Land	172,733	0	0	6,308	12,818	166,425	159,915	5,502	10,802
Loan #66 Industrial Land	128,210	0	0	6,362	12,856	121,848	115,354	2,673	5,214
Economic Services									
Loan #70 Industrial Shed	171,737	0	0	11,108	22,384	160,629	149,353	2,593	5,019
	593,399	0	0	54,337	88,492	539,062	504,907	11,480	22,070
Self supporting loans									
Recreation and Culture									
Loan #69 Williams Bowling Club	107,023	0	0	107,023	107,023	0	0	9,143	8,901
Loan #72 Williams Bowling Club	0	0	200,000	0	0	0	200,000	0	0
	107,023	0	200,000	107,023	107,023	0	200,000	9,143	8,901
Total	700,422	0	200,000	161,360	195,515	539,062	704,907	20,623	30,971

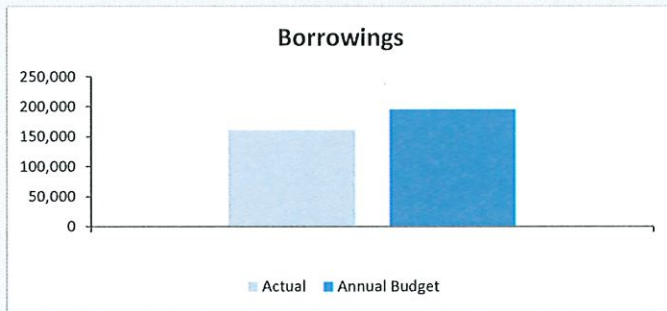
All debenture repayments were financed by general purpose revenue.

SIGNIFICANT ACCOUNTING POLICIES

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.

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	\$161,360
Interest Earned	\$1,132
Interest Expense	\$20,623
Reserves Bal	\$747,935
Loans Due	\$539,062

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

NOTE 8
GRANTS & CONTRIBUTIONS

Program/Details	Unspent Grants, Subsidies and Contributions Liability				2021-22 Budget	Variations Additions (Deletions)	Operating	Non Operating	YTD Revenue	Not Received
	Liability 1-Jul	Increase Liability	Decrease (as Revenue)	Current Liability 28-Feb						
GENERAL PURPOSE FUNDING					\$	\$	\$	\$	\$	\$
Equalisation Grant	0	0	0	0	108,796	0	108,796	0	142,146	(33,350)
Local Road Grant	0	0	0	0	140,340	0	140,340	0	134,154	6,186
LAW, ORDER, PUBLIC SAFETY										
ESL Administration Grant	0	0	0	0	4,000	0	4,000	0	4,000	0
ESL Maintenance Grant	0	0	0	0	27,348	0	27,348	0	24,933	2,415
EDUCATION & WELFARE										
Federal Sustainability Grant - Childcare	0	0	0	0	45,000	0	45,000	0	45,000	0
Trainee Incentive Program	0	0	0	0	13,500	0	13,500	0	(816)	14,316
Federal Sustainability Grant - Family Day Care	0	0	0	0	67,638	0	67,638	0	67,638	0
HOUSING										
NRAS - Contribution	0	0	0	0	56,240	0	56,240	0	14,088	42,152
COMMUNITY AMENITIES										
The Williams - Gazebo Cemetery	0	0	0	0	10,000	0	0	10,000	0	10,000
PHCC - Feral Pig Eradication Project	6,334	0	(6,334)	0	12,669	0	12,669	0	8,329	4,340
RECREATION AND CULTURE										
Mens Shed Contribution	0	0	0	0	40,000	0	0	40,000	0	40,000
Repertory Club Contribution to BBQ	0	0	0	0	5,000	0	0	5,000	0	5,000
Contribution to Eagle Sculpture	0	0	0	0	12,272	0	0	12,272	12,272	0
Public Open Space Contribution	0	0	0	0	20,000	0	0	20,000	0	20,000
TRANSPORT										
Direct Grant	0	0	0	0	80,207	0	80,207	0	80,207	0
Road Project Grant	0	117,394	0	117,394	293,481	0	0	293,481	0	293,481
Local Roads and Community Projects	0	0	0	0	260,328	0	0	260,328	0	260,328
Driver Reviver Grant - Lions Park	116,300	0	0	116,300	116,300	0	0	116,300	0	116,300
Roads to Recovery	0	0	0	0	196,112	0	0	196,112	47,000	149,112
Street Lighting Subsidy	0	0	0	0	5,700	0	5,700	0	0	5,700
ECONOMIC SERVICES										
Community Water Supply Program	0	0	0	0	53,252	0	53,252	0	19,611	33,641
TOTALS	122,634	117,394	(6,334)	233,694	1,568,183	0	614,690	953,493	598,563	969,620

KEY INFORMATION

Operating	Annual Budget	YTD Actual	% Received
	\$.61 M	\$.54 M	88%
Non- Operating	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.06 M	6%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 9
TRUST FUND**

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 1 Jul 21	Amount Received	Amount Paid	Closing Balance 28 Feb 2022
	\$	\$	\$	\$
Building Retention	0	0	0	0
Sale of Land for rates	0	0	0	0
Public Open Space Contributions	20,000	0	0	20,000
	20,000	0	0	20,000

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

NOTE 10
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		Opening Surplus				0
E042065	Contribution to Williams CRC for Projector Equipment	Res 25/22	Operating Expenses			(2,000)	(2,000)
A01119	Community Chest Reserve for Contribution to Williams CRC	Res 25/22	Cashback Reserves		2,000	0	0
I113030	Road Safety Community Grant Program	Res 39/22	Operating Revenue		4,460		4,460
E113005	Half Circle Bench Seat - Lions Park	Res 39/22	Operating Expenses			(2,955)	1,505
E053105	Road Safety Community Event	Res 39/22	Operating Expenses			(1,505)	0
I113030	CBH Grass Roots Community Grant - Mens Shed	Res 40/22	Operating Revenue		3,400		3,400
E116008	Mens Shed	Res 40/22	Operating Expenses			(3,400)	0
							0
							0
							0
				0	9,860	(9,860)	

8.1.3 2021-2022 Budget Review

File Reference	4.21.25
Statutory Ref.	Local Government Act 1995 Section 6.12 (1)
Author & Date	Alan Lamb 11 March 2022
Attachments	2021/2022 Budget Review Report

Background

A Statement of Financial Activity incorporating year to date budget variations and forecasts to 30 June 2022 for the period ending 28 February 2022 was presented to the Audit Committee to consider and to recommend adoption by Council.

The *Local Government (Financial Management) Regulations 1996*, Regulation 33A as amended, requires that local governments conduct a budget review between 1 January and 31 March in each financial year. The results of the review and accompanying report from the review must be presented to Council within 30 days of the review. The review and determination are then to be provided to the Department of Local Government, Sport and Cultural Industries within 30 days of the adoption of the review.

The Budget Review has been prepared to include information required by the *Local Government Act 1995*, *Local Government (Financial Management) Regulations 1996* and Australian Accounting Standards. Council adopted a 5% and \$5,000 minimum for reporting of material variances to be used in the statements of financial activity and the annual budget review.

Features of the review as summarised from the detailed financial reports attached are as follows:

REVENUE

Unbudgeted grant funding for Australia Day	28,500
Increase in General Purpose and Local Roads Federal Assistance Grant.	119,263
Decrease in interest income	(2,976)
ESL Maintenance Grant for 2020/21 paid in 2021/22	6,701
Family Day Care income below budget target.	(14,894)
Childcare Centre income exceeding budget estimates.	24,087
Unbudgeted grants secured for Williams Mens Shed	9,700
Unbudgeted grant secured for yoga mats	2,000
Increased in income from sale of history books	2,200
Unbudgeted LISWA grant for library	5,000
Profit on sale of plant (Grader & Mower)	29,527
Increase in community fund raising	4,063
Building permits issued above budget expectations.	4,000
Decrease in water sales	(30,000)
DWER Grant for Community Water Supply project now classified as Capital	49,025

DWER Grant for Community Water Supply project now classified as Capital	(49,025)
Reduction in Private Works undertaken.	(20,000)
Profit on sale of vehicle	8,032
TOTAL ADJUSTED REVENUE	175,203

EXPENDITURE

Grant funded Australia Day event	(22,800)
Cost of history books	(6,968)
Expenditure of 2020/21 ESL Maintenance Grant received 2021/22	(6,701)
Reduction in Family Day Care employee costs	8,033
Increase in Staff Housing costs due to water damage	(5,000)
Unbudgeted expenditure of grant funding - Mens Shed	(9,700)
Unbudgeted expenditure of grant funding - Library	(5,000)
Unbudgeted expenditure of grant funding - Yoga Mats	(2,008)
Sale of plant resulted in a profit not the anticipated loss	26,766
Reduced expenditure on Area Promotion	7,500
DWER funded Community Water Supply - treated a capital works	62,472
Reduced water supply costs due to lower level of sales	(19,941)
Decrease in costs for Private works.	20,000
Sale of vehicle resulted in a profit not the anticipated loss	3,910
TOTAL ADJUSTED EXPENDITURE	50,563

NON-CASH AMOUNTS EXCLUDED FROM OPERATING ACTIVITIES

Adjust (Profit)/Loss on asset disposal	(68,234)
NON-CASH EXCLUSIONS	(68,234)

CAPITAL REVENUE

Values of plant and vehicles sold higher than anticipated	57,617
TOTAL CAPITAL REVENUE	57,617

CAPITAL EXPENDITURE

DWER funded Community Water Supply project - assets capitalised	(62,472)
Grader purchase - lower than expected	200
Mower purchase - higher than expected	(16,940)
TOTAL CAPITAL EXPENDITURE	(79,212)

OTHER ITEMS

Decrease in Opening Surplus	(26,456)
TOTAL OTHER ITEMS	(26,456)

REVISED CLOSING SURPLUS (DEFICIT)	109,481
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Comment

Strategic Implications

The review was put to the Audit Committee meeting held Wednesday 16 March 2022.

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

Due to the combined value of the above adjustments the balanced budget is now predicted to have a surplus of \$109,481.

Voting Requirements

Absolute Majority

Officer's Recommendation

That Council adopts the 2021/22 Budget Review for the period 1 July 2021 to 28 February 2022, as presented and recommended by the Audit Committee.

**STATEMENT OF BUDGET REVIEW
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

STATUTORY REPORTING PROGRAM

	Note	YTD Budget vs YTD Actual		Predicted			
		Amended YTD Budget (a)	YTD Actual (b)	Adopted Budget (d)	Variance (d)	Forecast Year End (c) + (d)	
OPENING FUNDING SURPLUS (DEFICIT)	3.1	\$ 401,575	\$ 375,119	\$ 401,575	\$ (26,456)	\$ 375,119	▼
Revenue from operating activities							
Governance	3.2.1	0	2,997	1,000	28,500	29,500	
General Purpose Funding - Rates	3.2.2	2,028,853	2,030,579	2,028,853	0	2,028,853	
General Purpose Funding - Other	3.2.3	201,087	288,667	268,372	116,287	384,659	▲
Law, Order and Public Safety	3.2.4	25,099	32,122	37,448	6,701	44,149	▲
Health	3.2.5	350	350	1,200	0	1,200	
Education and Welfare	3.2.6	320,864	381,731	510,806	9,193	519,999	▲
Housing	3.2.6	142,976	143,942	248,779	0	248,779	
Community Amenities	3.2.8	154,943	147,554	211,630	0	211,630	▲
Recreation and Culture	3.2.9	82,764	100,380	51,674	18,900	70,574	▲
Transport	3.2.10	91,904	122,630	103,957	29,527	133,484	▲
Economic Services	3.2.11	68,050	70,976	158,979	(21,937)	137,042	▲
Other Property and Services	3.2.12	45,298	37,141	74,430	(11,968)	62,462	▲
		3,162,188	3,359,068	3,697,128	175,203	3,872,331	
Expenditure from operating activities							
Governance	3.3.1	(140,607)	(138,580)	(209,500)	(29,768)	(239,268)	
General Purpose Funding	3.3.2	(58,941)	(62,413)	(104,351)	0	(104,351)	
Law, Order and Public Safety	3.3.3	(80,115)	(76,293)	(105,825)	(6,701)	(112,526)	▼
Health	3.3.4	(40,863)	(33,952)	(60,204)	0	(60,204)	
Education and Welfare	3.3.5	(346,583)	(290,609)	(521,951)	8,033	(513,918)	▲
Housing	3.3.6	(143,393)	(139,297)	(196,366)	(5,000)	(201,366)	▲
Community Amenities	3.3.7	(227,817)	(205,316)	(339,478)	0	(339,478)	
Recreation and Culture	3.3.8	(572,103)	(555,496)	(824,929)	(16,708)	(841,637)	▼
Transport	3.3.9	(1,030,487)	(1,078,794)	(1,518,285)	26,766	(1,491,519)	▲
Economic Services	3.3.10	(176,207)	(102,414)	(238,875)	50,031	(188,844)	▲
Other Property and Services	3.3.11	(111,511)	(66,709)	(128,007)	23,910	(104,097)	▲
		(2,928,627)	(2,749,873)	(4,247,771)	50,563	(4,197,208)	
Non-Cash Amounts excluded from operating activities							
Add back Depreciation		843,073	844,772	1,264,609	0	1,264,609	
Adjust (Profit)/Loss on Asset Disposal	3.5.2	0	(37,559)	33,625	(68,234)	(34,609)	▼
Adjust Provisions and Accruals		0	0	5,128	0	5,128	
Amount attributable to operating activities		1,076,634	1,416,408	752,719	157,532	910,251	
Investing Activities							
Grants, Subsidies and Contributions		12,272	59,272	953,493	0	953,493	
Proceeds from Disposal of Assets	3.5.2	0	183,617	136,000	57,617	193,617	▲
Proceeds from Self Supporting Loans		107,023	107,023	107,023	0	107,023	
Capital Acquisitions	3.5.3	(1,148,976)	(1,232,538)	(2,412,193)	(79,212)	(2,491,405)	▲
Amount attributable to investing activities		(1,029,681)	(882,626)	(1,215,677)	(21,595)	(1,237,272)	
Financing Activities							
Proceeds from New Borrowings		0	0	200,000	0	200,000	
Transfer from Reserves		0	0	236,955	0	236,955	
Repayment of Debentures		(129,533)	(161,360)	(195,514)	0	(195,514)	
Transfer to Reserves	3.6.2	(30)	(822)	(180,058)	0	(180,058)	▼
Amount attributable to financing activities		(129,563)	(162,182)	61,383	0	61,383	
NET OPERATIONS, CAPITAL, FINANCING		(82,610)	371,600	(401,575)	135,937	(265,638)	
CLOSING FUNDING SURPLUS (DEFICIT)	2(a)	318,965	746,719	0	109,481	109,481	

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

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



SHIRE OF WILLIAMS

BUDGET REVIEW REPORT FOR THE PERIOD ENDED 28 FEBRUARY 2022

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

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Statement of Budget Review by Program

- Note 1 Basis of Preparation
- Note 2 Predicted Variances
- Note 3 Budget Amendments

Prepared by: Manger Corporate Services
Date prepared : All known transactions up to 10th March 2022

**NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 1
BASIS OF PREPARATION**

The budget 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 (Financial Management) Regulations 1996 take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this budget. This is not in accordance with the requirements of AASB 1051 Land Under Roads paragraph 15 and AASB 116 Property, Plant and Equipment paragraph 7.

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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.

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 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.

2021-22 ACTUAL BALANCES

Balances shown in this budget review report as 2021-22 Actual are as forecast at the time of budget review preparation and are subject to final adjustments.

ROUNDING OFF FIGURES

All figures shown in this budget review report are rounded to the nearest dollar.

BUDGET COMPARATIVE FIGURES

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

NOTES TO THE BUDGET REVIEW REPORT

NOTE 2

**PREDICTED
VARIANCES**

FOR THE PERIOD ENDED 28 FEBRUARY 2022

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 budget materially.
The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

Reporting Program	Variance \$ Permanent
<u>3.1 Opening Fund Surplus (Deficit)</u>	
Variation due to accruals of revenue and expenses for year 2020/2021.	(26,456)
<u>3.2 Operating Revenues</u>	
3.2.1 Governance	
Australia Day event grant	28,500
3.2.2 General Purpose Funding - Rates	
No Material Variance	
3.2.3 General Purpose Funding - Other	
Increase in general purpose component of the Federal Assistance Grant.	80,732
Increase in local road component of the Federal Assistance Grant.	38,532
Decrease in interest income on Reserves and Other investments	(2,976)
3.2.4 Law, Order and Public Safety	
Portion of ESL Maintenance Grant for 2020/21 paid in 2021/22	6,701
3.2.5 Health	
No Material Variance	
3.2.6 Education and Welfare	
Family Day Care income trending below budget.	(14,894)
Childcare Centre fee income trending higher than anticipated (increase numbers and utilisation rate).	24,087
3.2.7 Housing	
No Material Variance	
3.2.8 Community Amenities	
No Material Variance	
3.2.9 Recreation and Culture	
Australian Mens Shed grant funding for Williams Mens Shed	3,300
CBH grant funding for Williams Mens Shed	3,400
South 32 grant funding for Williams Mens Shed	3,000
South 32 grant funding for yoga mats	2,000
Increase in income from sale of history books	2,200
LISWA grant funding for Library	5,000
3.2.10 Transport	
Trade In of grader resulted in a book profit	24,082
Trade In of Toro mower resulted in a book profit	5,445

3.2.11 Economic Services

Community Fundraising income higher - catering for cycling event	4,063
Building permits issued above budget estimates	4,000
Sale of water income down on prediction	(30,000)
DWER Grant for Community Water Supply project now classified as Capital	49,025
DWER Grant for Community Water Supply project now classified as Capital	(49,025)

3.2.12 Other Property and Services

Private Works income less than expected.	(20,000)
Book profit on sale of Admin vehicle	8,032

Predicted Variances Carried Forward 148,748

Predicted Variances Brought Forward 148,748

3.3 Operating Expenses

3.3.1 Governance

Australia Day event - grant funded	(22,800)
History Books	(6,968)

3.3.2 General Purpose Funding

No Material Variance

3.3.3 Law, Order and Public Safety

Expenditure of 2020/21 ESL Maintenance Grant received in 2021/22.	(6,701)
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3.3.4 Health

No Material Variance

3.3.5 Education and Welfare

Family Day Care - Employee costs trending lower than anticipated	8,033
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3.3.6 Housing

Staff Housing costs higher due to burst water pipe and resulting water damage	(5,000)
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3.3.7 Community Amenities

No Material Variance

3.3.8 Recreation and Culture

Expenditure of grant funding obtained for Williams Mens Shed	(9,700)
Expenditure of grant funding obtained for Library	(5,000)
Expenditure of grant funding for yoga mats	(2,008)

3.3.9 Transport

Trade In of grader resulted in a book profit	24,795
Trade In of Toro mower resulted in a book profit	1,970

3.3.10 Economic Services

Area Promotion expenditure down due to lack of HWEDA grant funding	7,500
DWER funded Community Water Supply project now treated as capital -Shire retains ownership	62,472
Water Supply costs lower due to reduced sale of water	(19,941)

3.3.11 Other Property and Services

Private Works income less than expected.

20,000

loss on sale of Admin vehicle - resulted in a book profit

3,910

Predicted Variances Carried Forward

199,309

Predicted Variances Brought Forward

199,309

3.4 Funding Balance Adjustment

3.4.1 Depreciation

No Material Variance - note re-allocation through the Programs.

3.4.2 (Profit)/Loss on Disposals

Trade In of grader and mower and sale of Admin vehicle resulted in a "Profit on Sale of Asset".

(68,234)

3.4.3 Provisions and Accruals

No Material Variance

Predicted Variances Carried Forward

131,076

Predicted Variances Brought Forward

131,076

3.5 Investing Activities

3.5.1 Grants, Subsidies and Contributions

No Material Variance

3.5.2 Proceeds from Disposal of Assets

Trade In values realised higher than predicted.

57,617

3.5.3 Capital Acquisitions

DWER funded Community Water Supply project now treated as capital -Shire retains ownership

(62,472)

Grader cost less than expected

200

Mower cost more than expected

(16,940)

3.6 Financing

3.6.1 Self-Supporting Loan Principal

No Material Variance

3.6.2 Transfer from Reserves

No Material Variance

3.6.3 Repayment of Debentures

No Material Variance

TOTAL Predicted Variances as per Annual Budget Review

109,481

**NOTES TO THE BUDGET REVIEW REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 3
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							
			Opening Surplus				0
E042065	Contribution to Williams CRC for Projector Equipment	Res 25/22	Operating Expenses			(2,000)	(2,000)
A01119	Community Chest Reserve for Contribution to Williams CRC	Res 25/22	Cashback Reserves		2,000	0	0
I113030	Road Safety Community Grant Program	Res 39/22	Operating Revenue		4,460		4,460
E113005	Half Circle Bench Seat - Lions Park	Res 39/22	Operating Expenses			(2,955)	1,505
E053105	Road Safety Community Event	Res 39/22	Operating Expenses			(1,505)	0
I113030	CBH Grass Roots Community Grant - Mens Shed	Res 40/22	Operating Revenue		3,400		3,400
E116008	Mens Shed	Res 40/22	Operating Expenses			(3,400)	0
				0	9,860	(9,860)	

8.2 Office of the Chief Executive Officer

8.2.1 Compliance Audit Return

File Reference	4.50.00
Statutory Ref.	<i>Local Government (Audit) Regulations 1996</i>
Author & Date	Geoff McKeown 17 February 2022
Attachments	Attachment 1 - 2021 Compliance Audit Return

Background

The Annual Compliance Audit Return for the period 1 January 2021 to 31 December 2021, is presented for review by Council.

All local governments are required to carry out a Compliance Audit Return (CAR) under the *Local Government (Audit) Regulations 1996* on an annual basis. The CAR contains a checklist of statutory requirements reported on for a calendar year.

The CAR is to be:

1. Presented to the Audit Committee for review at a meeting of the Audit Committee;
2. Recommended for Adoption by Council at an Audit Committee Meeting;
3. Presented to the Council at a meeting of Council;
4. Adopted by the Council; and
5. The adoption recorded in the minutes of the meeting at which it is adopted.

Once the CAR has been adopted by Council, a certified copy of the return, along with the relevant section of the minutes and any additional information explaining or qualifying the CAR is to be submitted to the Director General, Department of Local Government, Sport and Cultural Industries by 31 March 2022.

Comment

The audit was carried out internally, sourcing evidence of compliance from the Shire's own records. The audit checklist is determined by the Minister of Local Government.

Some areas of noncompliance are noted, primarily relating to the adoption of items where it requires an absolute majority recording in the minutes.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- CL 2.2 Maintain accountability, transparency and financial responsibility.
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

Nil

Voting Requirements

Simple Majority

Officer's Recommendation

That Council adopts the 2021 Compliance Audit Return and endorses the certification by the Shire President and the Chief Executive Officer for submission to the Department of Local Government, Sport and Cultural Industries.



Williams - Compliance Audit Return 2021

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of the relevant minutes.

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a) F&G Regs 7,9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2021?	N/A		Geoff McKeown
2	s3.59(2)(b) F&G Regs 7,8A, 8, 10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2021?	N/A		Geoff McKeown
3	s3.59(2)(c) F&G Regs 7,8A, 8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2021?	N/A		Geoff McKeown
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2021?	N/A		Geoff McKeown
5	s3.59(5)	During 2021, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A		Geoff McKeown



Delegation of Power/Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A	No Committees with delegated powers.	Geoff McKeown
2	s5.16	Were all delegations to committees in writing?	N/A		Geoff McKeown
3	s5.17	Were all delegations to committees within the limits specified in section 5.17?	N/A		Geoff McKeown
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A		Geoff McKeown
5	s5.18	Has council reviewed delegations to its committees in the 2020/2021 financial year?	N/A		Geoff McKeown
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Act?	Yes		Geoff McKeown
7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes		Geoff McKeown
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes		Geoff McKeown
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes		Geoff McKeown
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the council to amend or revoke a delegation made by absolute majority?	Yes		Geoff McKeown
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes		Geoff McKeown
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2020/2021 financial year?	Yes	By resolution of Council on 15 December 2021.	Geoff McKeown
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Admin Reg 19?	Yes		Geoff McKeown

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	Yes		Geoff McKeown



No	Reference	Question	Response	Comments	Respondent
2	s5.68(2) & s5.69 (5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by Admin Reg 21A, recorded in the minutes of the relevant council or committee meeting?	Yes		Geoff McKeown
3	s5.73	Were disclosures under section sections 5.65, 5.70 or 5.71A(3) recorded in the minutes of the meeting at which the disclosures were made?	Yes		Geoff McKeown
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes		Geoff McKeown
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2021?	Yes		Geoff McKeown
6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes		Geoff McKeown
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76?	Yes		Geoff McKeown
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A, in the form prescribed in Admin Reg 28?	Yes		Geoff McKeown
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76, did the CEO remove from the register all returns relating to that person?	Yes		Geoff McKeown
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes		Geoff McKeown
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B, in the form prescribed in Admin Reg 28A?	Yes		Geoff McKeown
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes		Geoff McKeown
13	s5.89A(6)	When a person ceases to be a person who is required to make a disclosure under section 5.87A or 5.87B, did the CEO remove from the register all records relating to that person?	Yes		Geoff McKeown



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and Cultural Industries**

No	Reference	Question	Response	Comments	Respondent
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A (6) been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	Yes		Geoff McKeown
15	Rules of Conduct Reg 11(1), (2) & (4)	Where a council member had an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person, did they disclose the interest in accordance with Rules of Conduct Reg 11(2)?* *Question not applicable after 2 Feb 2021	Yes		Geoff McKeown
16	Rules of Conduct Reg 11(6)	Where a council member disclosed an interest under Rules of Conduct Reg 11(2) was the nature of the interest recorded in the minutes?*	Yes		Geoff McKeown
		*Question not applicable after 2 Feb 2021			
17	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes		Geoff McKeown
18	s5.71A & s5.71B (5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under s5.71A(1) relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A	Did not occur in 2021.	Geoff McKeown
19	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under subsection 5.71B(6) recorded in the minutes of the council meeting at which the decision was considered?	N/A		Geoff McKeown
20	s5.103 Admin Regs 34B & 34C	Has the local government adopted a code of conduct in accordance with Admin Regs 34B and 34C to be observed by council members, committee members and employees?*	Yes		Geoff McKeown
		*Question not applicable after 2 Feb 2021			
21	Admin Reg 34B(5)	Has the CEO kept a register of notifiable gifts in accordance with Admin Reg 34B(5)?*	Yes		Geoff McKeown
		*Question not applicable after 2 Feb 2021			



No	Reference	Question	Response	Comments	Respondent
22	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates within 3 months of the prescribed model code of conduct coming into operation (3 February 2021)?	Yes		Geoff McKeown
23	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4)?	N/A		Geoff McKeown
24	s5.104(7)	Did the CEO publish an up-to-date version of the adopted code of conduct on the local government's website?	Yes		Geoff McKeown
25	s5.51A(1) & (3)	Did the CEO prepare, and implement and publish an up-to-date version on the local government's website, a code of conduct to be observed by employees of the local government?	Yes		Geoff McKeown

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) (unless section 3.58(5) applies)?	Yes		Geoff McKeown
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property?	Yes		Geoff McKeown



Elections					
No	Reference	Question	Response	Comments	Respondent
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate?	Yes		Geoff McKeown
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years?	N/A	No Electoral Gift Forms received.	Geoff McKeown
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with Elect Reg 30G(6)?	Yes		Geoff McKeown



Finance						
No	Reference	Question	Response	Comments	Respondent	
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act?	Yes	The Minutes of the Council Meeting held on the 20 October 2021 reflects an Absolute Majority but is recorded as a Simple Majority.	Geoff McKeown	
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority?	N/A	No powers delegated to Audit Committee.	Geoff McKeown	
3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2021 received by the local government by 31 December 2021?	Yes		Geoff McKeown	
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes		Geoff McKeown	
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	Yes		Geoff McKeown	
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under s7.12A(4)(b), did the CEO publish a copy of the report on the local government's official website?	Yes		Geoff McKeown	
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June received by the local government within 30 days of completion of the audit?	Yes		Geoff McKeown	



Integrated Planning and Reporting					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	The most recent review was adopted by Council on the 15 April 2020. The resolution reflects an absolute majority decision but the Minutes shows being carried by Simple Majority.	Geoff McKeown
2	Admin Reg 19DA (1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted by Council on the 23 June 2021. The resolution reflects an absolute majority decision but the Minutes shows being carried by Simple Majority.	Geoff McKeown
3	Admin Reg 19DA (2) & (3)	Does the corporate business plan comply with the requirements of Admin Reg 19DA(2) & (3)?	Yes		Geoff McKeown

Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve a process to be used for the selection and appointment of the CEO before the position of CEO was advertised?	N/A	Appointment of a CEO did not occur during the period under review.	Geoff McKeown
2	s5.36(4) & s5.37 (3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Admin Reg 18A?	Yes	Manager of Corporate Services Position only.	Geoff McKeown
3	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A		Geoff McKeown
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4)?	N/A		Geoff McKeown
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	Yes		Geoff McKeown
6	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A		Geoff McKeown



Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Has the local government designated a senior employee as defined by section 5.37 to be its complaints officer?	Yes		Geoff McKeown
2	s5.121(1) & (2)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a)? Does the complaints register include all information required by section 5.121 (2)?	Yes		Geoff McKeown
3	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes		Geoff McKeown

Optional Questions					
No	Reference	Question	Response	Comments	Respondent
1	Financial Management Reg 5 (2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with Financial Management Reg 5(2)(c) within the three years prior to 31 December 2021? If yes, please provide the date of council's resolution to accept the report.	Yes	Acceptance of the Report occurred on 19 February 2020.	Geoff McKeown
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Audit Reg 17 within the three years prior to 31 December 2021? If yes, please provide date of council's resolution to accept the report.	Yes	Acceptance of the Report occurred on 19 February 2020.	Geoff McKeown
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B, was the disclosure made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C?	Yes		Geoff McKeown
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events ?	Yes	Contained within the Policy Manual.	Geoff McKeown



No	Reference	Question	Response	Comments	Respondent
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4)?	Yes		Geoff McKeown
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes	Contained within the Policy Manual.	Geoff McKeown
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2020/2021 financial year and publish it on the local government's official website by 31 July 2021?	Yes		Geoff McKeown
8	s6.4(3)	By 30 September 2021, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2021?	Yes		Geoff McKeown
9	s.6.2(3)	When adopting the annual budget, did the local government take into account all its expenditure, revenue and income?	Yes		Geoff McKeown

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments	Respondent
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy [adopted under F&G Reg 11A(1) & (3)] in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes		Geoff McKeown
2	s3.57 F&G Reg 11	Subject to F&G Reg 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in F&G Reg 11(1)?	Yes		Geoff McKeown
3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with F&G Reg 14(3) and (4)?	Yes		Geoff McKeown
4	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than a single contract?	Yes		Geoff McKeown



No	Reference	Question	Response	Comments	Respondent
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer notice of the variation?	N/A		Geoff McKeown
6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Regs 15 and 16?	Yes		Geoff McKeown
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	Yes		Geoff McKeown
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A		Geoff McKeown
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	Yes		Geoff McKeown
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	Yes		Geoff McKeown
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of F&G Regs 21 and 22?	N/A	The Shire did not seek expressions of interest during the year.	Geoff McKeown
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A		Geoff McKeown
13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under F&G Reg 23 (1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A		Geoff McKeown
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with F&G Reg 24?	N/A		Geoff McKeown
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with F&G Reg 24AD(4) and 24AE?	N/A	The Shire did not establish a panel of prequalified suppliers during the year.	Geoff McKeown



No	Reference	Question	Response	Comments	Respondent
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A		Geoff McKeown
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A		Geoff McKeown
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of F&G Reg 24AG?	N/A		Geoff McKeown
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A		Geoff McKeown
20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A		Geoff McKeown
21	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A		Geoff McKeown
22	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of F&G Regs 24E and 24F?	N/A	The Shire has not adopted a regional price preference.	Geoff McKeown

I certify this Compliance Audit Return has been adopted by council at its meeting on _____

Signed Mayor/President, Williams

Signed CEO, Williams

8.2.2 Development Application – Multiple Dwellings on Lot 52 (1066) Extracts Road

File Reference	10.60.15
Statutory Ref.	Shire of Williams Town Planning Scheme No.2
Author & Date	Geoff McKeown 21 February 2022
Attachments	Nil

Background

A development application has been received from Evie and Sam Nairn to construct a second dwelling on their 'rural' zoned property at Lot 52 (1066) Extracts Road, Williams.

The Shire of Williams Town Planning Scheme No.2 is not specific in giving direction on multiple dwellings in the 'rural' zone. However, the following wording is relevant:

2.1 APPLICATION OF THE SCHEME

After the gazettal date of the Scheme:-

- (1) *Council permission shall be required for any development undertaken within the Scheme Area.*
- (2) *Unless otherwise provided in the Scheme the following operations or uses of land shall not be taken for the purpose of this Scheme to involve development:-*
 - (a) *the use of land in a Reserve where such land is held by the Council or vested in a public authority;*
 - (i) *for the purpose for which the land is Reserved under the Scheme; or*
 - (ii) *in the case of land vested in a public authority, for any purpose for which such land may be lawfully used by that authority;*
 - (b) *the carrying out of works for the maintenance, improvement or other alteration of any building, being works which affect only the interior of the building or which do not materially affect the external appearance of the building;*
 - (c) *the carrying out by a public authority of any works for the purpose of inspecting, repairing or renewing any sewers, mains, pipes, cables or other apparatus, including the breaking open of any street or other land for that purpose;*
 - (d) *the use of any building or other land within the curtilage of a dwelling for any purpose incidental to the enjoyment of the dwelling as such;*
 - (e) *the construction of, or extension to, a single house except:*
 - (i) *in the Rural Residential Zone as provided in Clause 4.5(2)(a); or*
 - (ii) *where the lot on which the single house is proposed does not have frontage access to a constructed road in a dedicated road reserve in either of which cases a development application shall be made to Council in accordance with the provisions of this Part of the Scheme.*
- (3) *For the avoidance of doubt it is hereby declared that:-*
 - (a) *the use of two or more separate dwellings of any building previously used as a single house involves a material change in the use of the building;*
 - (b) *the deposit of refuse or waste materials on land involves a material change in the use thereof, where the land has not previously been used for that purpose;*
 - (c) *the keeping of horses, cattle, sheep, pigs or goats is not a purpose incidental to the enjoyment of a dwelling as stated in 2.1(2)(e) above.*

Earlier advice from Council's Town Planning Consultant about multiple dwellings is that a proposal for a second dwelling on a 'rural' zoned lot should be dealt with as a development application.

Comment

The applicants have indicated that the second dwelling will be used by members of the family who will live and work on the property. They are yet to finalise the building plans and have provided an indicative modular design.

The following plan highlights the proposed site of the additional dwelling, along with the other infrastructure on the property:



The property is in a Bush Fire Prone Area. The applicant has been advised that a Bushfire Attack Level Assessment Report will have to be prepared to accompany an application for a building permit.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

The Shire will receive a development application fee based on the value of the development.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council grants development approval to Evie and Sam Nairn to construct a second dwelling on Lot 52 (1066) Extracts Road, Williams subject to the following conditions:

1. The building and effluent disposal systems having the necessary clearance from the lot boundaries as required under relevant legislation;
2. The additional dwelling is to provide accommodation for an employee/farm worker; and
3. The applicant is to meet all Health and Building requirements to the satisfaction of the Shire.

8.2.3 Unallocated Road Construction Funds – Lavender's Crossing, Mandiaking Road

File Reference	12.15.36
Statutory Ref.	Nil
Author & Date	Geoff McKeown 2 March 2022
Attachments	Nil

Background

At the time of adopting the 2021/22 Annual Budget, Council was considering the inclusion of the upgrade to the Marjidin Way intersection with Narrogin Road on the road construction programme. Ultimately it was decided not to proceed with this project and the funds are yet to be reallocated.

Council is asked to consider an alternative project to address damage to a flood crossing on Mandiaking Road known as Lavender's Crossing over the Williams River.

The matter was discussed at the February 2022 Ordinary Meeting and Council requested more information on scope of work and associated cost.

Comment

The crossing infrastructure is ageing and during last winter a section of it incurred damage, as highlighted in the following photos. The main crossing is in a reasonable condition, but the overflow crossing has failed.





A quote has been obtained to replace the existing ageing overflow culvert with a 750mm pipe, 9.6m wide with precast headwalls. Included in the quote is a new concrete deck to match the existing approaches. The renewed concrete surface will resemble the surface over the main culvert structure.

The quoted price for the above-mentioned work is \$11,832 plus GST. With removal of damages in-situ material and tidy up, it is estimated that the total cost of the project to be \$15,000.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- LUE 4.1 Strive for high-quality, well-constructed and maintained local road network
- LUE 4.2 Ensure adequate and appropriate drainage is considered in all road upgrades and maintenance for both town and rural roads

Financial Implications

There are sufficient funds in the road construction budget to complete these works at a total cost of \$15,000.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council endorses the use of funds totalling \$15,000, allocated in the 2021/22 Road Construction Programme, to complete the replacement of ageing culvert and floodway infrastructure at Lavender's Crossing on Mandiaking Road.

8.2.4 Proposed Industrial Sheds – Lot 422 (1) Marjidin Way, Williams

File Reference	10.60.15	
Statutory Ref.	Shire of Williams Town Planning Scheme No 2	
Author & Date	Liz Bushby, Town Planning Innovations (TPI)	8 March 2022
Attachments	Attachment 2 - Development Plans	

Background

Lot 422 is zoned 'Industrial' under the Shire of Williams Town Planning Scheme No 2 ('the Scheme').

The lot has an approximate area of 4,522m² and is currently vacant.



Location Plan

Comment

- **Proposed Development**

The owner of the land would like to develop the lot with two industrial sheds that each include a front office. The development plans are included as Attachment 2.

The intention is to lease out the buildings therefore the future land uses are currently unknown, as it will depend on the lessee's business.

The buildings are proposed to be processed as a 'showroom/warehouse' with ancillary office.

Future tenants may need to apply for a 'change of land use' depending on the nature of their business, if the buildings are not successfully leased for a 'showroom/warehouse' use.

- **Landuse Classification and Permissibility**

The land uses of 'showroom' or 'warehouse' are not defined in the Shire's Scheme or listed in 'Table 1 – Zoning Table '.

Council has two options for dealing with a 'use not listed' as outlined in Clause 4.3.2 of the Scheme:

Option 1 - Determine that the 'showroom/warehouse' is not consistent with the objectives and purposes of the Industrial zone and is therefore not permitted; or

Option 2 - Determine by Absolute Majority that the proposed 'showroom/warehouse' use may be consistent with the objectives and purpose of the Industrial zone and thereafter follow the advertising procedures of Clause 2.6 in considering the application for planning consent.

It is recommended that Council pursue Option 2 as the proposed business generally meets the broad objectives of the Industrial zone to:

- (i) Encourage industrial development and particularly those which may provide employment opportunities and benefits to the local district; and
- (ii) Cater for a range of industrial uses and encourage quality development.

The proposed office will be ancillary to the 'showroom/warehouse' use.

- **Public Consultation and Delegated Authority**

The Shire is required to advertise the application for public comment. Advertising has commenced and includes:

- (i) A notice and development plans published on the Shire website; and
- (ii) Letters to nearby owners of lots in Marjidin Way.

To expedite processing, it is recommended that Council delegate authority to the Chief Executive Officer to determine the application after completion of advertising.

- **Setbacks**

Clause 4.6 (4)(a) of the Shire of Williams Town Planning Scheme No 2 (the Scheme) requires a minimum building setback of 16.5 metres to the front and rear for the Industrial zone. The application proposes a variation to the setback requirements as one of the buildings will be setback 15 metres, with a future office proposed to be setback approximately 10 metres from the front lot boundary.

- **Landscaping**

Clause 4.6 (4)(b) of the Scheme requires the first 5 metres of the front setback area to be landscaped to the satisfaction of the local government. A landscaping condition can be imposed or the requirement can be varied.

- **Loading and Car Parking**

Clause 4.6 (4)(f) of the Scheme requires all unloading and loading of materials, parking, and the operation of the industry to be within the boundaries of the lot.

The site plan shows a total of 6 car parking bays, and one covered loading area for each building. There are hardstand areas that could accommodate parking to the side and rear of the buildings.

The number of required car parking bays is to the discretion of Council.

- **External Materials**

Under Clause 4.6 (4)(h) of the Scheme the use of Zincalume or reflective materials is not permitted for construction of new industrial buildings.

The applicant proposes to use Colorbond for all external walls and roofs.

- **State Planning Policy 3.7 : Planning in Bushfire Prone Areas**

The Western Australian Planning Commission released State Planning Policy 3.7 and associated Guidelines for Planning in Bushfire Prone Areas ('the Guidelines') in December 2015. These documents apply to all land identified as Bushfire Prone, and are amended from time to time.

Mapping identifying Bushfire Prone Areas is available through the Department of Fire and Emergency Services website. The buildings are proposed within a declared bushfire prone area.

Under State Planning Policy 3.7 (SPP3.7) a Bushfire Attack Level (BAL) by a suitable qualified fire consultant is required to be submitted with all planning applications where development is within a declared bushfire prone area.

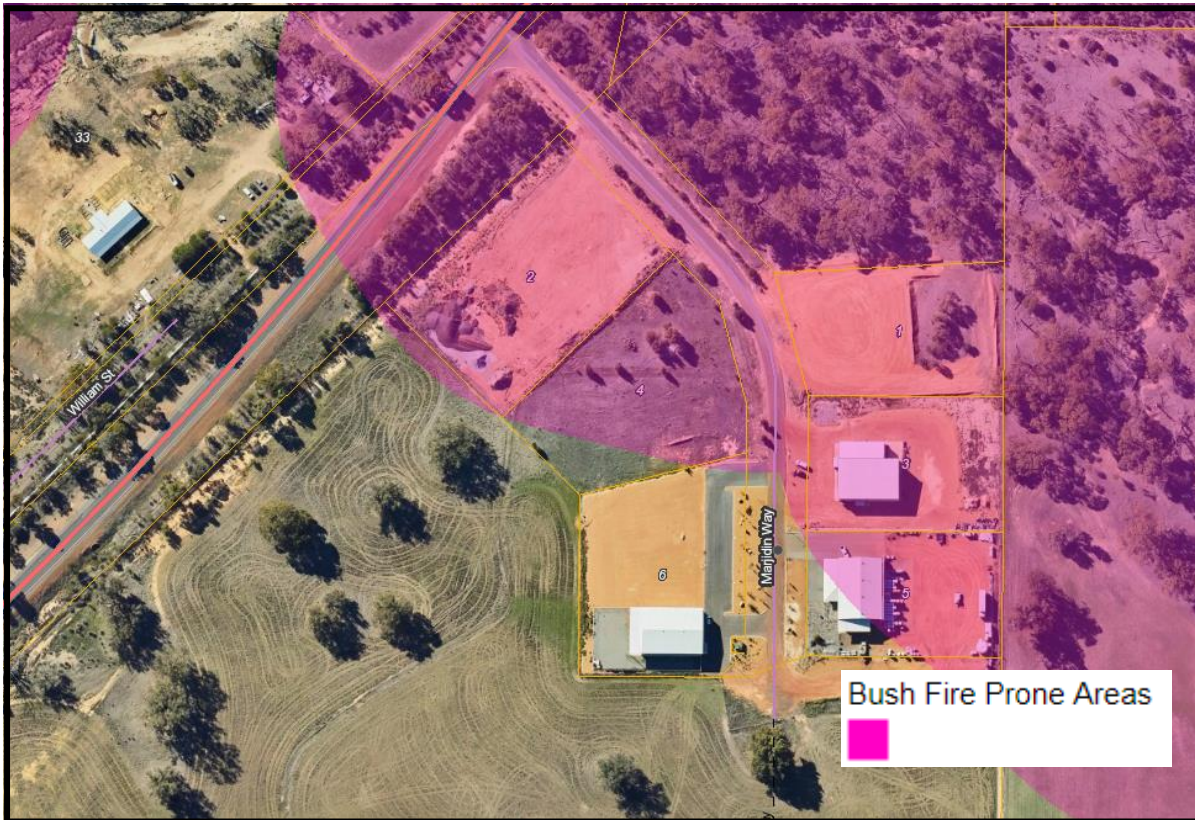
Notwithstanding the above, the Policy and Guidelines are to be applied pragmatically by the local government. Under Clause 2.6 of the Guidelines it only recommends that local governments grant exemptions (to the requirement for a BAL) where there is no intensification of development and / or the development is not increasing the bushfire risk.

For example, an exemption can be granted where development will not result in an increase of visitors, residents or employees, or involve the occupation of employees on site for more than 3 hours at a time for multiple periods during the week.

The Shire can require a BAL to be lodged for this development as it doesn't strictly fall into the type of examples provided by the guidelines, where an exemption can be applied (as it is an intensification of development and will result in employees on site).

Although the proposal will result in intensification of development on site, TPI recommends that Council consider exempting the development from a BAL due to the following:

1. A Bushfire Attack Level assessment will simply identify what BAL rating will apply and can result in recommendations on setbacks for development.
2. The bushfire construction provisions of the Building Code of Australia do not apply to Class 4 to Class 9 buildings. The owner/applicant has the discretion whether to use any elements of Australian Standard 3959 in the construction of the buildings.
3. There are no mandatory higher construction standards that will apply at the separate building stage.
4. It is clear under the Western Australian Planning Commission Planning Bulletin 111/2016 that application of the Policy is to be pragmatically applied by the decision maker.



Above: Bushfire Prone Areas map
Source: DFES

It is recommended that the owner be advised via a footnote on any approval that the lot is within a declared bushfire prone area, and that they have discretion to utilise any, none or all of the elements of AS 3959 in the construction of the building that they deem appropriate.

Policy Requirements

Not applicable.

Legislative Requirements

Planning and Development (Local Planning Schemes) Regulations 2015

The Regulations include 'deemed provisions' which automatically apply to the Shire, without the need to amend the Shire's Scheme.

- *Matters to be Considered By Council*

Regulation 67 of the deemed provisions outlines 'matters to be considered by Council' including but not limited to orderly and proper planning, the compatibility of the development with its setting, including the relationship to development on adjoining land, the amenity of the locality, the adequacy of proposed means of access to and from the site, the amount of traffic to be generated by the development, and any submission received.

- *State Planning Policy 3.7*

Under the 'deemed provisions' of the *Planning and Development (Local Planning Schemes) Regulations 2015* Council is to have 'due regard' to any state planning policy. This essentially means Council has an obligation to give proper, genuine and realistic

consideration to the requirements of 'State Planning Policy 3.7: Planning in Bushfire Prone Areas' (SPP 3.7). The Shire has a mandatory obligation to consider SPP3.7 when making a decision on any application where the lot is within a designated bushfire prone area.

- *Delegated Authority – Absolute Majority*

Under Clause 82(1) and 82(2) it requires an Absolute Majority of Council for any delegated authority to the Chief Executive Officer.

- *Advertising*

As the application is being processed as a 'Use Not Listed', it is classified as a 'complex application' under the current (revised) Regulations.

The compulsory advertising requirements for a 'complex application' are more onerous under the current Regulations and include:

- (a) Publication of a Notice with copies of the proposed plans on the Shire website; and
- (b) Make a copy of the plans available to the public for viewing at the Shire office; and
- (c) Writing to the owners and occupiers of lots within 200 metres of the proposed development; and
- (d) Erecting a sign in a conspicuous place on the lot to advertise the proposal.

Advertising must be for a minimum of 28 days.

The Western Australian Planning Commission has exempted the Shire from having to meet some or all of the advertising requirements if it is not practical to achieve them. The exemption expires on the 30 June 2022.

Shire of Williams Town Planning Scheme No 2 – discussed in the body of this report.

Under Clause 2.2 Council may waive a provision of the Scheme (such as landscaping or setback requirements). Clause 2.2 states:

'Where the Council considers application of any provision of Parts 4 and 5 of the Scheme would result in undue hardship, or be contrary to the interests of the area it may, after giving notice of its intention in accordance with Clause 2.6, waive the requirements of the provision except that the Council shall not waive the requirements of either Table 1 or Clause 5.6.'

Sustainability Implications

- **Environment**

There are no known significant environmental implications associated with this proposal.

- **Economic**

The development provides future opportunities for new businesses which will have positive economic benefits to the wider community.

- **Social**

There are no known significant social implications associated with this proposal.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- ED 1.1 Develop and promote the Marjidin Industrial Estate to offer affordable and appropriately serviced lots
- ED 1.5 Advocate, promote and champion industrial development that will offer employment opportunities for our community
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business

Financial Implications

The Shire pays consultancy fees to Liz Bushby of Town Planning Innovations for advice.

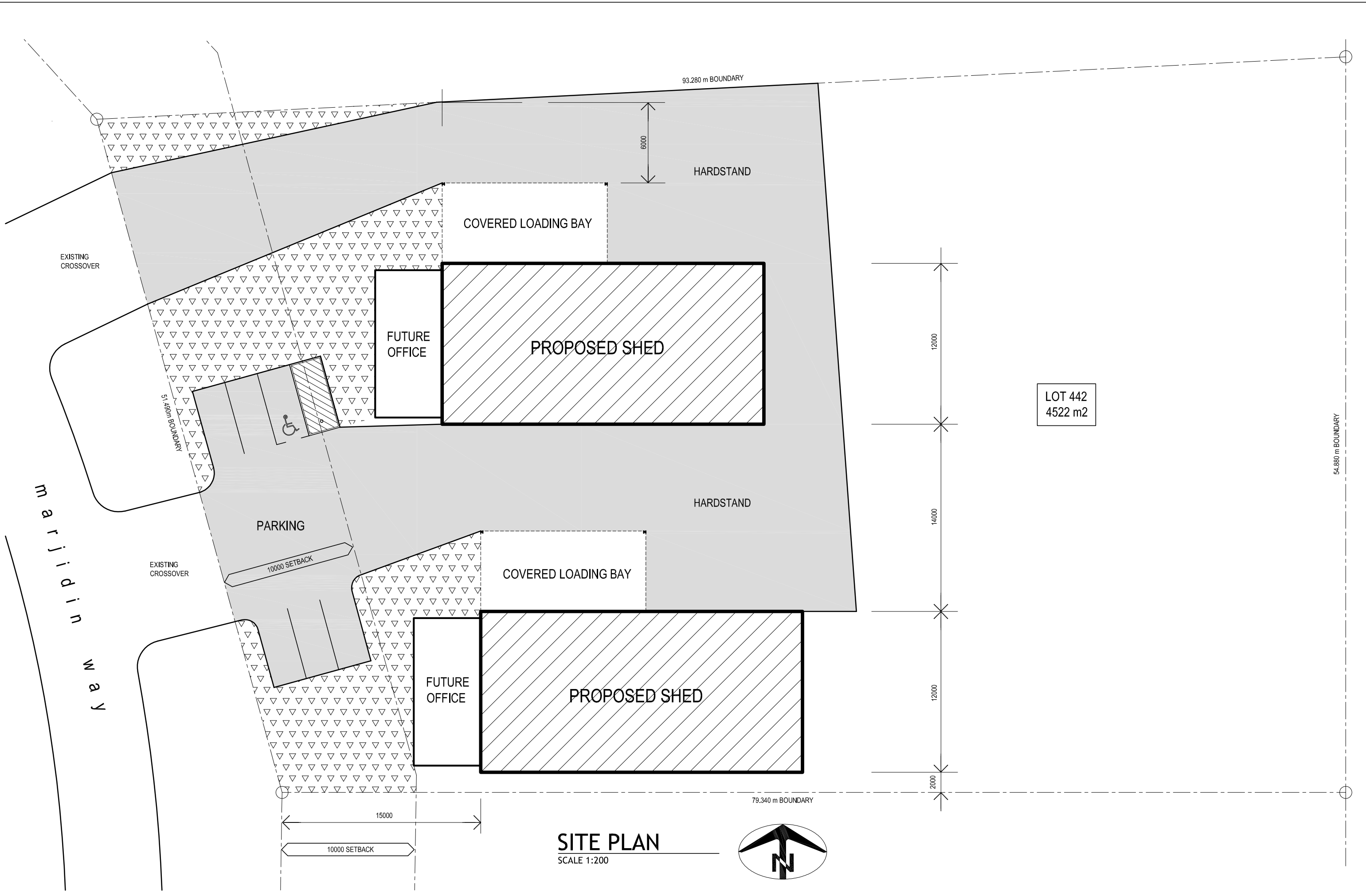
Voting Requirements

Absolute Majority

Officer’s (Consultant Planner) Recommendation

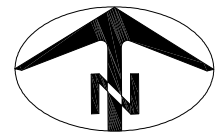
That Council:

1. Determine that the proposed ‘showroom/warehouse’ use may be consistent with the objectives and purpose of the Industrial zone, and note that the application is being advertised in accordance with the Shire of Williams Town Planning Scheme No 2 (‘the Scheme’).
2. Note that the development is proposed in a declared bushfire prone area and apply an exemption to State Planning Policy 3.7 by not requiring a Bushfire Attack Level Assessment for the following reasons:
 - a) A Bushfire Attack Level assessment will simply identify which BAL rating will apply, and can result in recommendations on setbacks for development.
 - b) The bushfire construction provisions of the Building Code of Australia do not apply to Class 4 to Class 9 buildings. The owner/applicant has the discretion whether to use any elements of Australian Standard 3959 in the construction of the buildings.
 - c) There are no mandatory higher construction standards that will apply at the separate building stage.
 - d) It is clear under the Western Australian Planning Commission Planning Bulletin 111/2016 that application of the Policy is to be pragmatically applied by the decision maker.
3. In accordance with Regulation 82 (1) of the *Planning and Development (Local Planning Schemes) Regulations 2015* delegate authority to the Chief Executive Officer to determine the planning application for industrial buildings (showroom/warehouses) on Lot 422 Marjidin Way, Williams.
4. Authorise the Chief Executive Officer to write to the Western Australian Planning Commission and advise that:
 - a) A large number of land uses are treated as a ‘use not listed’ under the Shire’s current Town Planning Scheme, which provides flexibility.
 - b) It is noted that any ‘use not listed’ is classified as a complex application under the Regulations and more onerous advertising requirements apply.
 - c) In a regional town such as Williams, the requirement for an advertising sign on site and letters to owners within 200 metres is considered burdensome and not warranted.
 - d) It is noted there is an existing exemption in place whereby the Shire does not have to comply with all the current advertising requirements, however it expires on the 30 June 2022.
 - e) The Shire respectfully requests that the advertising exemptions be extended permanently.



LOT 442
4522 m²

SITE PLAN
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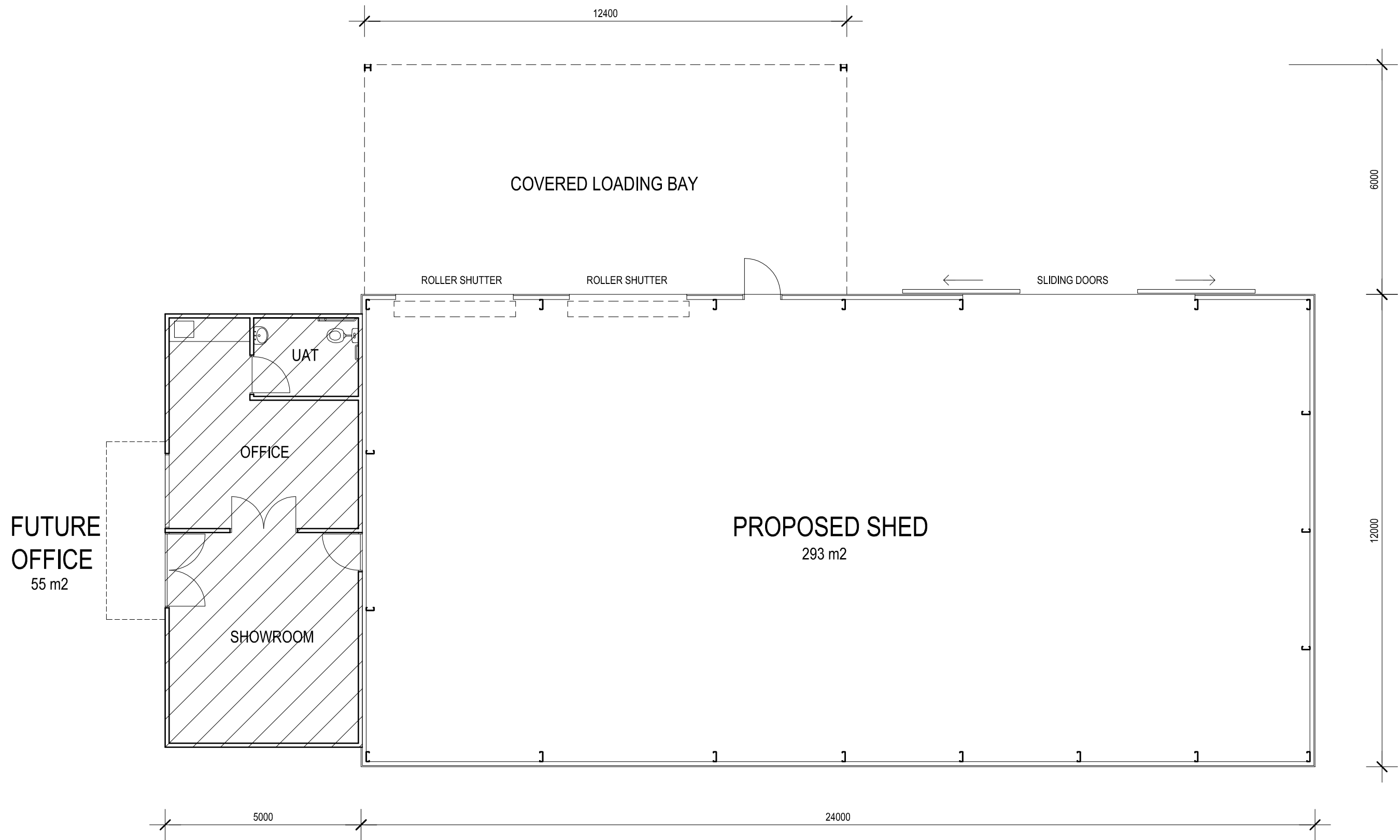


PROPOSED OFFICE/WAREHOUSE DEVELOPMENT
LOT 422 MARJIDIN WAY, WILLIAMS

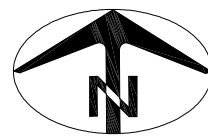


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FLOOR PLAN
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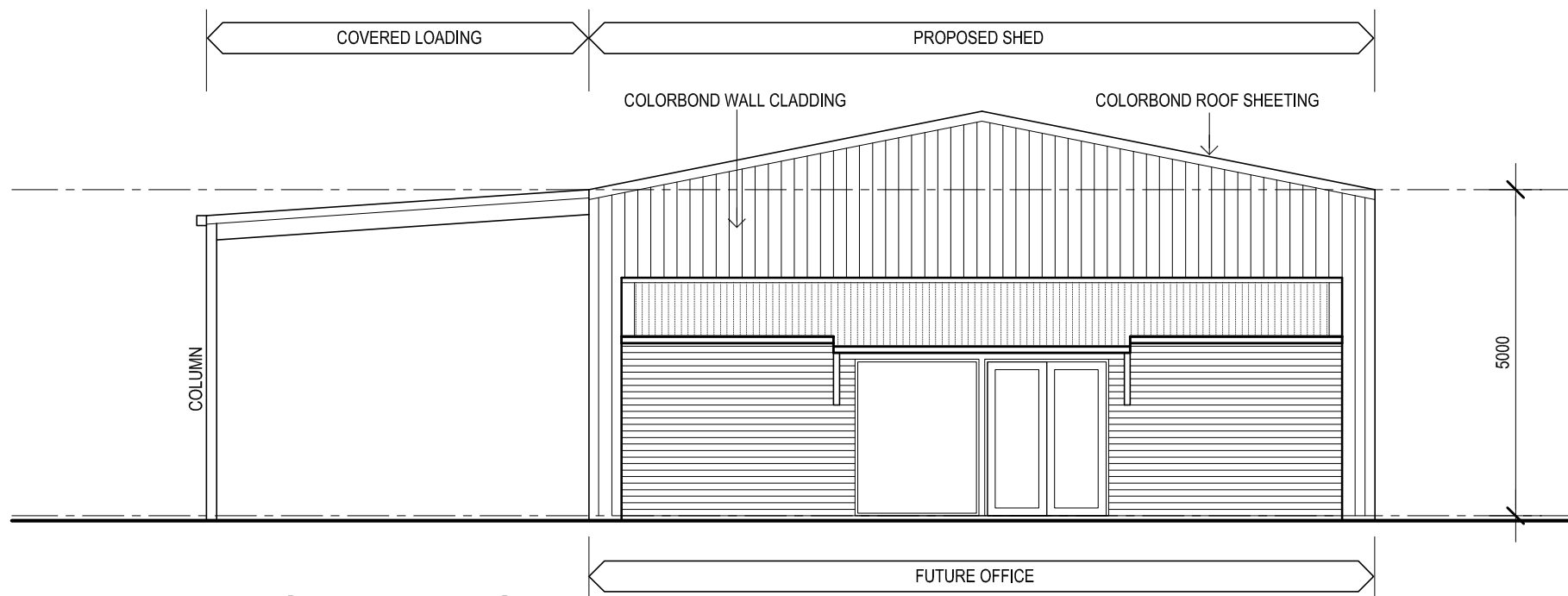


PROPOSED OFFICE/WAREHOUSE DEVELOPMENT
LOT 422 MARJIDIN WAY, WILLIAMS

HARRIS DESIGN

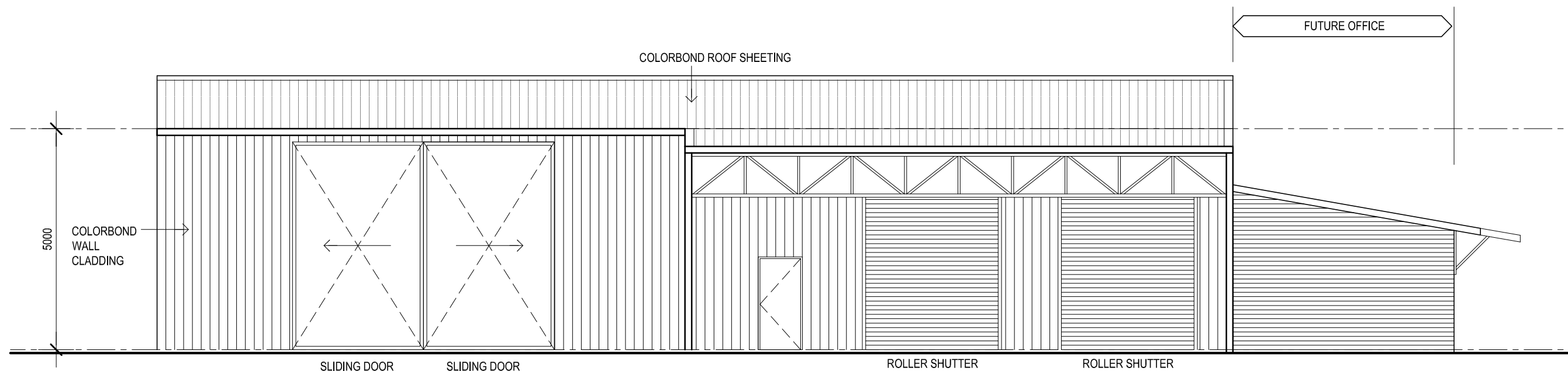
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WEST ELEVATION

SCALE 1:100



NORTH ELEVATION

SCALE 1:100

8.2.5 Bushfire Risk Mitigation Coordinator

File Reference	5.10.6
Statutory Ref.	Nil
Author & Date	Geoff McKeown 8 March 2022
Attachments	Attachment 3 – Bushfire Risk Mitigation Coordinator Proposal and draft Agreement

Background

The Department of Fire & Emergency Services (DFES) has contacted the Shire inviting it to join with other local governments to engage a Bushfire Risk Mitigation Coordinator.

In 2019, under the Mitigation Activity Fund Grant (MAF) Program, the Shire of Williams was provided with a Bushfire Risk Planning Coordinator to write a plan for the Shire. That part of MAF funding is coming to a close as the final eligible shires around the State are completing their plans.

The Bushfire Risk Management Branch of DFES is now looking at the next phase in helping shires that have a plan to manage their risks and apply for funding to undertake mitigation works.

According to the DFES, a Bushfire Risk Mitigation Coordinator (BRMC) position has been developed and trialled throughout the State with positive outcomes.

Starting in the 2022-2023 financial year the DFES Upper Great Southern Region has been allocated a BRMC with more being allocated in later years. It is looking at sharing the BRMC with 3-4 shires, with some locally already expressing an interest.

Comment

Attached for information is a proposal developed by DFES. It includes a funding contribution from DFES and participating local governments. It is expected that the BRMC will deliver the following outcomes:

- An increase in the number of mitigation activities, leading to a reduction in bushfire risk and greater protection of lives and assets.
- Improved visibility and understanding of local government mitigation works through regular reporting of annual and 3+ year mitigation programs.
- A more coordinated approach to bushfire mitigation and improved consultation between landowners and land managers.

The Shire of Williams Bushfire Risk Management Plan was endorsed in 2019. Following this several projects were completed, including:

- Bridge 3042 – York-Williams Road – Williams - Mechanical works (mulching, slashing, etc.) around the timber bridge to reduce fuel load.
- Tarwonga Hall, 15158 Albany Hwy, Williams - Widen entrance road into Tarwonga Hall. Works to include reinforcing waterway crossover.
- Waste Site Reserve – Narrogin Road - Vertically clear vegetation along both sides of Fire Access and Fire Breaks.

The Bushfire Risk Management Plan - Asset Risk Register identifies many properties in the Shire, some with extreme and very high risk ratings.

Some critical infrastructure is managed by the Shire, including bridges and public buildings. Local governments should also consider protection of townsites containing residential, commercial, industrial and heritage assets.

If the Shire supports entering into an agreement with DFES and other local governments, it should align its level of financial contribution to the expected workload and achievement outcomes. This will have to be negotiated at the outset.

Attached for Council information is the project proposal and draft agreement developed by DFES.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- LUE 1.5 Continue to ensure appropriate compliance in fire safety mitigation measures within the townsite and work with relevant agencies to address issues on public land
- CL 2.1 Maximise and leverage grant funding opportunities to balance and support Council investment
- CL 3.2 Foster, nurture and develop strategic alliances with local government, major industry and government agencies

Financial Implications

There will be a financial contribution starting in the 2022-2023 financial year if the Shire of Williams participates in the project.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council offers in-principle support to entering into an agreement with the Department of Fire & Emergency Services and nearby local governments to engage a Bushfire Risk Mitigation Coordinator for a three-year period commencing in 2022-2023. Further, a formal decision to enter into the agreement will be made following discussion with interested local governments and a determination on the level of financial contribution.



Bushfire Risk Mitigation Coordinator

Shire of Williams

Background

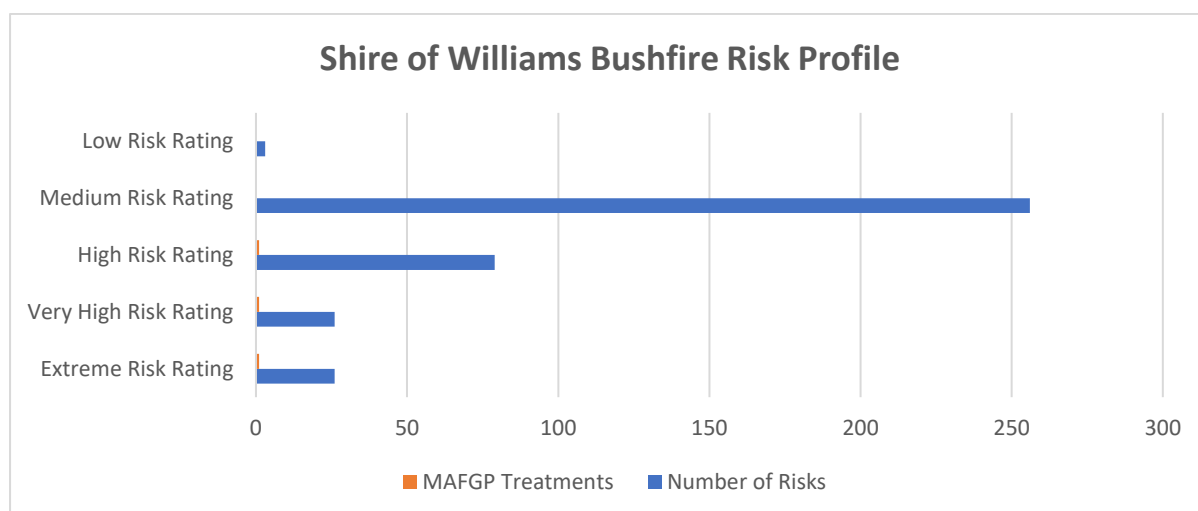
The Bushfire Risk Management (BRM) program involves the identification and mitigation of bushfire risks within local government areas. Through the development and implementation of LG BRM Plans stakeholders are expected to work together to effectively manage bushfire risk to protect local communities and their assets. Although landowners and land managers are responsible for managing their risk, the extent in which this takes place is often affected by the availability of resources and funding to undertake mitigation activities.

Local Government Bushfire Risk Management Plan

The Shire of Williams was allocated a fully funded Bushfire Risk Planning Coordinator to develop their BRM plan. The plan was subsequently endorsed in May 2019, enabling the Shire to apply to the State Government's Mitigation Activity Fund Grants Program (MAFGP) for funding to treat Crown land that is owned or managed by LG.

Bushfire Risk Profile

The Shire of Williams has completed 390 risk assessments across its LGA, of which 131 are deemed to be of significant (Extreme, Very High or High) bushfire risk. The Shire has been allocated \$50,000 from the MAFGP in 2019-20 to undertake 3 treatments.



Bushfire Risk Mitigation Officer

The Bushfire Risk Mitigation Officer (BRMC) is a new position that the Department of Fire and Emergency Services (DFES) is introducing across WA. The BRMC will perform an integral role in regional bushfire mitigation and will be responsible for ensuring LG mitigation programs are effectively planned, implemented and evaluated.

The BRMC will provide significant benefit to local governments and their communities and will support the achievement of the following:

- An increase in the number of mitigation activities, leading to a reduction in bushfire risk and greater protection of lives and assets.
- Improved visibility and understanding of LG mitigation works through regular reporting of annual and 3+ year mitigation programs.
- More coordinated approach to bushfire mitigation and improved consultation between landowners and land managers.

Funding Model

Although the BRMC will fundamentally manage LG mitigation programs, it is recognised that LG treatments will assist in the development and delivery of larger, more strategic mitigation activities. DFES acknowledges and values the importance LG treatments perform in cross-tenure mitigation and has proposed a funding model that reflects this.

The BRMC grant will be for three years, commencing on 01 July 2022 and ending on 30 June 2025. The Shire of Williams' contribution towards the BRMC's grant will depend on the number of LG's involved, however DFES' allocation is summarised in the payment schedule below.

Financial Year	Recommended BRMC Budget	Percentage Contribution	DFES Contribution (EX GST)
2022-23	\$153,083	DFES 50% funding LG(s) 50% funding	Grant Amount TOTAL \$76,542
2023-24	\$155,025	DFES 30% funding LG(s) 70% funding	Grant Amount TOTAL \$46,508
2024-25	\$160,385	DFES 30% funding LG(s) 70% funding	Grant Amount TOTAL \$48,116

Supporting Documentation

The rollout of the BRMCs across the State will coincide with the development of several supporting documents. In addition to a comprehensive BRMC induction package, DFES will provide relevant LGs with a Grant Agreement and JDF. These documents are currently in draft but are available on request.



<insert LG logos>

**BUSHFIRE RISK MITIGATION COORDINATOR
GRANT AGREEMENT**

<insert month/year>

THIS GRANT AGREEMENT is made on of

BETWEEN:

**The State of Western Australia acting through its Department of Fire and
Emergency Services
("Grantor")**

And

**The Local Government of
("1st Organisation")**

A.B.N. (if applicable)

And

**The Local Government of
("2nd Organisation")**

A.B.N. (if applicable)

And

**The Local Government of
("3rd Organisation")**

A.B.N. (if applicable)

And

**The Local Government of
("4th Organisation")**

A.B.N. (if applicable)

RECITALS

The 1st, 2nd, 3rd and 4th Organisations have applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Audit means the verification and certification the Grant has been spent in accordance with this Agreement by either an independent registered company auditor (as defined by the Corporations Act 2001) or the Office of the Auditor General for Western Australia.

Auditor means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA) and who is independent from the Organisation. Auditor must be registered as a company auditor or equivalent under a law in force in Western Australia.

Auditor General means the Auditor General established by the Auditor General Act 2006.

BRM means Bushfire Risk Management

BRMC means Bushfire Risk Mitigation Coordinator

BRMS means Bushfire Risk Management System

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in item 6 of Schedule 1.

Grantee refers to the 1st Organisation in this Agreement.

Organisation means either the 1st, 2nd, 3rd and 4th Organisation or all as the context requires.

Party means each of the Grantor or the 1st, 2nd, 3rd and 4th Organisation as the context requires and **Parties** means all of them.

Program means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee, on behalf of the Organisation, the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

The Organisation agree that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Organisation.

3.4 Request for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the program within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to comply with Reporting Requirements as specified in Schedule 2 and such additional information as requested by the Grantor.
- (b) The Organisation is to keep proper financial records, including invoices and receipts, in accordance with generally accepted accounting principles and practices.
- (c) All reporting of financial information is to be certified by the Chairperson, CEO or equivalent of the Organisation.

3.7 Special Conditions of Grant

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence, which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property directly related to the Approved Purpose for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee, on behalf of the Organisation, must repay the Grantor any funds that the Grantor has paid which are not used in accordance with this

Agreement unless there has been written agreement otherwise between the parties. The Grantee must promptly repay the Grantor all unspent Grant Funds associated with this Agreement.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) may be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
 - (ii) sent by email to the email address of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001 (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) recall all unspent Grant Funds, relating to the salaries, in accordance with Annex A.

8.3 Termination

The Agreement may be terminated by mutual consent and agreement by all parties.

8.4 Recommencement of Grant Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default as per clause 8.2(b) and 8.2(c). If the Agreement is terminated under clause 8.2(a) it is considered terminated and recommencement cannot occur.

8.5 Acquittal

Acquittal of each financial year's Grant Funds is required at the end of the respective financial year in accordance with Schedule 2. This arrangement will be in place for the entire Agreement period. Where applicable, payment of the Grant Funds is dependent on the successful acquittal of the previous year's grant. Acquittal of the final financial year's Grant Fund will signal termination by performance of the Agreement.

9. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and

- (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
- (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the program and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term; and
 - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the program for which the Grantor issues a RCTI under this Agreement.

10. RELATIONSHIP

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

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

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and duly executed by all parties.

14. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

Executed by the Parties hereto:

For and on behalf of the Grantor:

Signature of Authorised Person

Dated _____

Darren Klemm AFSM

Print full name of Authorised Person

Fire and Emergency Services Commissioner

Position of Authorised Person

For and on behalf of the 1st Organisation:

Signature of Authorised Person

Dated _____

Print full name of Authorised Person

Position of Authorised Person

For and on behalf of the 2nd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 3rd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 4th Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

SCHEDULE 1

DEFINITION OF PROGRAM OR SERVICE TO BE FUNDED

1. Approved Purpose of Grant

The Approved Purpose of the Grant is to enable the Organisation to pay the salary of the BRMC, as described in Annex A, to work with stakeholders and plan, complete and evaluate BRM activities. The Grant Funds can only be used to pay the salary component of the recommended BRMC budget (Annex A). All local government parties to this Agreement agree to cover the residual salary amount and all other recommended costs such as allowances and non-salary items as per Annex A.

2. Program Definition and/or Anticipated Activities

The BRM program is the identification and classification of bushfire risk within the participating local government(s) respective areas. The program involves the development and implementation of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and the cooperation between local governments, State Agencies, private owners and/or occupiers of land.

BRM Plans document the bushfire related risk to assets of the communities and outline treatments to mitigate these risks. The BRMC, through the coordination of local government mitigation activities, performs a vital role in managing bushfire risk within local communities. The BRMC is responsible for ensuring local government mitigation programs are effectively developed, implemented and evaluated

a) Responsibilities of the Organisation

- i) The Organisation, through the BRMC, will prepare and submit the reports as specified in Annex B to DFES' BRM Branch.
- ii) The Organisation agrees that the BRMC position will be employed under and administered by the Grantee, for the period covered by this Agreement.
- iii) The Organisation must cooperate fully with Grantor in respect of the administration of this Agreement.
- iv) The Organisation must properly provide for the care, safety, security and protection of all records as defined herein, (whether created by Grantor, the Organisation or any other person) that are in their custody or control.
- v) Unless the Grantor agrees otherwise in writing, the Organisation must provide everything necessary to enable it to fully comply with all its obligations under this Agreement.
- vi) The Organisation must take out and maintain insurance in relation to all insurable liabilities of the Organisation under this Agreement, as specified in Schedule 1 of this Agreement.
- vii) The Organisation agrees to use local or regional human resources, products and services for the BRM program wherever possible.

- viii) The Organisation must obtain oversight of the BRMC's daily activities to ensure they work within the terms of this Agreement and achieve the program's objectives, as per the induction package, in a timely manner.
- ix) The Organisation must nominate a suitable employee to manage the BRMC's obligations, as identified in this Agreement, and must provide their contact details to the Grantor.
- x) It is recommended the Organisation provide the equipment, as set out in Annex A, to the BRMC.
- xi) The Grantee agrees to procure and maintain Workers Compensation Insurance or comparable Personal Accident Insurance for the position of the BRMC.

b) Responsibilities of the Grantor

- i) The Grantor will provide strategic assistance and advice to the Organisation concerning the implementation of their BRM Plan.
- ii) The Grantor will provide templates, guidelines and the procedures (where available) necessary for the Organisation to implement their BRM Plan.
- iii) The Grantor will provide technical expert advice and support through the Bushfire Risk Management Officer assigned to the Region or where not allocated through the Bushfire Risk Management Branch.
- iv) The Grantor will provide training to the BRMC in the BRM process and the use of the BRMS.
- v) The Grantor will inform the Organisation of any updates or changes to the BRM process or BRMS.
- vi) The Grantor will provide BRMS Information Technology support to the Organisation.
- vii) The Grantor will ensure that the licence for the use of BRMS remains in force, at its own cost, for the duration of the grant period.
- viii) The Grantor will provide the Organisation with the required template to complete the acquittal of the Grant Funds.

c) Appointment of the BRMC

The following conditions must be adhered to during the appointment of the BRMC:

- i) The selection process for the position of the BRMC will be managed by the Grantee in consultation with all parties to this Agreement.
- ii) The Grantor will be entitled to nominate at least one representative to the selection panel if a panel is required.
- iii) The BRMC will undertake the role as per the agreed Job Description Form (JDF) as set out at Annex G.

- iv) The BRMC will be an employee of the Grantee and will be employed under the relevant Local Government Industry Award or a contract arrangement for the duration of the grant period unless a variation is sought.
- v) Although the Grantee will host the BRMC, the BRMC's time (Annex E) and equipment will be shared between the Organisations in this Agreement, where applicable, to ensure the success of the BRM program for all participants.

d) Training

- i) The Grantor will provide the BRMC with the necessary BRM and BRMS training, through self-paced and/or workplace delivery strategies.
- ii) The Grantor will coordinate the BRMC induction process.
- iii) The Organisation will direct the BRMC to adhere to the conditions, processes and procedures contained within the induction package.

3. Agreement Term

This Agreement is effective from 01 July 2022 to 30 June 2025, as outlined in item 4 Schedule 1.

Unless terminated earlier, this Agreement will be considered fully performed and terminated at the time of Acquittal of the final year's Grant Fund.

4. Special Conditions of Grant

The Period of the Agreement for the Organisation will be 36 months from 01 July 2022 – 30 June 2025. All Organisation parties to the Agreement, and sharing the services of the BRMC, will abide by the terms of the Agreement. The Agreement will be reviewed by the Grantor and Organisation on an annual basis.

a) Use of BRMS

- i) A BRMS account will be established by the Grantor following successful completion of the identified training by the BRMC.
- ii) All BRMS technical queries will be made to the Grantor through the BRMS Administrator.
- iii) Parties acknowledge that the performance of BRMS is dependent on the internet speeds of each Organisation.

b) BRMS and BRM Material

- i) The BRMS logo and all BRM program materials including Induction Manual, Guidelines, Handbook, training manuals and brochures will be provided by the Grantor to the Organisation royalty-free to be used only as set out in this Agreement.

- ii) The Grantor's ownership of the intellectual property rights in the materials must be acknowledged whenever the materials are published, copied or circulated.
- iii) The Organisation will provide the Grantor with public recognition on all literature and promotional material for the BRM program, in the format approved by the Grantor.
- iv) The Organisation may not amend the BRM program material in any way, unless approved by the Grantor in writing.
- v) Should the Grantor amend BRM material in any way then the Organisation are obliged to ensure they publish and/or circulate the most recent version.
- vi) The BRM program material may not be used by the Organisation for commercial gain.

c) Unavailability of BRMC

Where the appointed BRMC is unavailable at any time during the Agreement Term, the Grantee will promptly advise the Grantor and propose a substitute. Any substitute must be approved by the Grantor. The Grantor may not unreasonably withhold its approval of a substitute, but it may give its approval subject to such conditions, as it reasonably considers necessary to protect its interests under this Agreement.

d) Intellectual Property Rights

- i) The Intellectual Property Rights in BRMS is owned by Amristar Solutions Pty Ltd. The Organisation acknowledges that the use of BRMS is subject to a licence agreement between the owners of the Intellectual Property Rights and the Grantor.
- ii) Upon expiry of the BRMS licence agreement, the Organisation shall no longer make use of BRMS unless with written permission of the owner of the Intellectual Property Rights and the Grantor.
- iii) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement.
- iv) The Organisation further acknowledge that the Intellectual Property Rights in the data supplied to them for the purposes of mapping are owned by the entities that provide these layers to the Organisation and the terms of any agreement that the data provider may require must be adhered to. In addition, the Confidentiality provisions of this Agreement will apply to the data.
- v) Relevant information and images contained in the BRM Planning Guidelines and templates are published in accordance with the SAI Global licencing agreement. The agreement does not extend to additional documents outside of specified material.

e) Confidentiality

- i) The Grantor may publicly disclose the identity of the Grantee, the value of this Agreement and a description of the BRM program.
- ii) The Organisation acknowledges that this Agreement, and information held or compiled by the Grantor or the State of Western Australia in relation to this Agreement, is subject to the *Freedom of Information Act 1992*.
- iii) In addition to the general definition of Confidential Information the following information is specified as confidential: all information and documentation provided by external parties for use in the BRMS that relates to critical infrastructure and/or threatened environmental areas and/or culturally sensitive areas and/or is specified by the external party as confidential.
- iv) The Organisation must keep all Confidential Information confidential. The Organisation must not use or disclose the Confidential Information to any person except:
 - 1) where necessary for the purpose of performing tasks within the BRM program; or
 - 2) as authorised in writing by the Grantor or the external party, as the case may be; or
 - 3) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the Organisation); or
 - 4) as required by any law, judicial or parliamentary body or governmental agency; or
 - 5) when required (and only to the extent required) to the Organisation professional advisers, and the Organisation must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Organisation under this clause.
- v) Except to the extent that the Organisation are required by law to retain any records, the Organisation must return all records containing Confidential Information immediately at the expiration or termination of this Agreement.

f) Data Security

The Organisation must:

- i) prohibit and prevent any officer, employee, contractor or agent of the Organisation who does not have the appropriate level of security clearance from gaining access to BRMS or the Confidential Information and without limiting this requirement, use reasonable endeavours to prevent any unauthorised person from gaining access to BRMS or the Confidential Information; and
- ii) notify the Grantor immediately, and comply with all directions of the Grantor, if an Organisation becomes aware of any contravention of data security requirements.

g) Access

- i) The Organisation must keep accurate, complete and current written record in respect of this Agreement and must comply with the directions of the Grantor in relation to the keeping of records, whether those directions relate to the period before or after the expiry of this Agreement.
- ii) The Organisation must allow the Grantor to have reasonable access to all records in the custody or control of the Organisation and to examine, audit, copy and use these records. For this purpose, subject to the Grantor giving reasonable prior notice, the Organisation(s) must allow the Grantor to have reasonable access to any premises used or occupied in connection with the BRMP program.
- iii) The Organisation must do everything necessary to obtain any third-party consents, which are required to enable the Grantor to have access to records under this clause.
- iv) The Organisation acknowledges that the Grantor will have access to all data within BRMS.
- v) A participating Organisation will not have access to any other Organisation's data unless shared assets and/or treatments warrant this requirement. Approval for sharing the data must be provided to the respective Organisation and the Grantor so that the necessary BRMS access privileges can be granted.

h) Indemnity

Each Organisation indemnifies the Grantor, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

- i) any breach of contract by an Organisation under this Agreement;
- ii) any wilful, tortious or unlawful act or omission of an Organisation or all officers, employees, agents or contractors of an Organisation;
- iii) any breach of a State, Commonwealth or Territory law relevant to this Agreement by an Organisation; or
- iv) any claim for damages arising out of the BRM program and/or risk treatments undertaken or not undertaken by an Organisation.

i) Insurance

- i) The following insurance is required:
 - 1) The Grantee: Workers Compensation Insurance or comparable Personal Accident Insurance for the position of the BRMC for the duration of the employment contract.

- 2) Each Organisation: Professional indemnity insurance and Public Liability Insurance for the duration of this Agreement plus six months after termination.
- ii) Each Organisation must provide the Grantor with sufficient evidence of the insurances required under this clause (including, if requested, a copy of any policy) and provide a certificate of currency of insurance, as requested by the Grantor at any time.
 - iii) If an Organisation becomes aware of any event or incident occurring, which gives rise or is likely to give rise to a claim under any insurance required under this clause, it must as soon as reasonably practicable notify the Grantor in writing of that event or incident.
 - iv) Failure to comply with this clause will not invalidate or otherwise affect any indemnities, liabilities and releases of this Agreement.
 - v) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement for so long as the obligations of the Organisation under this clause continue.
 - vi) Nothing in this clause limits an Organisation's other liabilities under this Agreement.

j) Notices

Notices or other communication can be sent by email to the email address of the recipient as set out in item 5 of Schedule 1.

k) Grant Funds

The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this Agreement.

5. Notice Addresses

- (a) Grantor : Fire and Emergency Services Commissioner
Registered Mail: Bushfire Risk Management Branch
GPO Box P1174 PERTH WA 6844
Email: BRMP@dfes.wa.gov.au
- (b) Organisation:
Registered Mail:
Email:
- (c) Organisation:
Registered Mail:
Email:
- (d) Organisation:
Registered Mail:
Email:

- (e) Organisation:
Registered Mail:
Email:

PAYMENT SCHEDULE

6. Method of payment and total amount of Grant Funds

Payment of the Grant Funds (exclusive of GST) will be made in the amounts detailed below and within ten (10) business days of receipt of an invoice from the Grantee.

PAYMENT SCHEDULE	AMOUNT TO BE PAID (\$)	PAYMENT DATE
2022-23 DFES 50% funding LG(s) 50% funding	Grant Amount TOTAL \$76,542	Within ten (10) business days of receipt of an invoice from the Grantee
2023-24 DFES 30% funding LG(s) 70% funding	Grant Amount TOTAL \$46,508	Within ten (10) business days of receipt of an invoice from the Grantee
2024-25 DFES 30% funding LG(s) 70% funding	Grant Amount TOTAL \$48,116	Within ten (10) business days of receipt of an invoice from the Grantee

7. Vehicle

It is recommended that the vehicle used by the BRMC meets the proposed specifications (Annex C).

8. System Requirements

The Information Communications Technology (ICT) equipment used by the BRMC should meet the minimum specifications (Annex D) to ensure adequate performance of BRMS.

SCHEDULE 2

REPORTING REQUIREMENTS

1. Acquittance Report

The Grant Funds must be acquitted on an annual basis within 30 business days of the Grantor providing the Grantee with an Acquittance Report template. The Grantee must provide the Grantor with a completed and signed Acquittance Report, which is to include:

- a. A final statement of income and expenditure consisting of:
 - i. an expenditure/financial statement (exclusive of GST) signed by the Chief Executive Officer or Accountable Officer, detailing budgeted expenditure in accordance with the Approved Budget and actual expenditure on the BRM program described in the request; and
 - ii. An extract from the payroll system that evidences a breakdown of the BRMC salary.

The Organisation must ensure that:

- i. any unexpended funds held by the Organisation are returned to the Grantor as per invoice payment terms.
 - ii. financial accounts and records to enable identification of the grant, payments and receipts will be maintained and provided when requested.
- b. Audited Inspection
 - i. Upon receipt of the Organisations financial reports the Grantor may request an inspection of the financial records by an Auditor appointed by the Grantor. Costs associated with this audit will be paid by the Grantor.
 - ii. If a preliminary survey by the appointed Auditor reveals that the appropriate accounting standards have not been complied with; the Grantor may recommend that any further payments of Grants be withheld, or Grant Funds are returned to the Grantor, until agreed action has been taken.

2. Treatment Reports

The BRMC is required to provide DFES with an update on the status of each local government's mitigation program (Annex B).

ANNEX A

Recommended BRMC Budget

ITEM Funded	Grant Period		
	2022-23	2023-24	2024-25
SALARY			
Salary/wages	\$ 91,047.00	\$ 94,915.00	\$ 98,896.00
ON COSTS			
Workers Compensation Superannuation Leave	\$ 23,362.66	\$ 24,355.19	\$ 25,376.71
Subtotal Salary	\$114,409.66	\$119,270.19	\$124,272.71
ICT COST			
Laptop Computer, accessories and data card	\$ 3,272.40	-	-
Mobile Phone & Usage	\$ 1,818.00	\$ 1,836.18	\$ 1,854.54
VEHICLE COSTS			
Lease/Service	\$ 15,301.50	\$ 15,454.52	\$ 15,609.06
Fuel	\$ 10,908.00	\$ 11,017.08	\$ 11,127.25
OTHER			
other (inc equipment and PPE)	\$ 1,818.00	\$ 1,836.18	\$ 1,854.54
Training	\$ 1,515.00	\$ 1,530.15	\$ 1,545.45
Travel Allowance	\$ 4,040.00	\$ 4,080.40	\$ 4,121.20
Other (furniture/fittings/administration)			
Subtotal Ancillary Costs	\$38,672.90	\$35,754.51	\$36,112.05
GRAND TOTAL (EX GST) rounded	\$153,083	\$155,025	\$160,385

Approved Grant (salary component only)

ITEM Funded	Grant Period		
	2022-23	2023-24	2024-25
TOTAL (EX GST)			
Salary/wages	\$76,542	\$46,508	\$48,116

ANNEX B

Reporting

The BRMC is responsible for preparing and submitting the following reports to DFES' Bushfire Risk Management Branch:

Report	Description	Delivery Date
Annual Scheduled Treatment Plan	The Annual Scheduled Treatment Plan (as per the BRMS template) details the treatments within each local government's BRM Plan that are scheduled for the upcoming 12-month period.	TBA
Treatment Plan Status Report	The Treatment Plan Status Report (as per the BRMS template) identifies the status of each treatment contained within the Annual Scheduled Treatment Plan.	TBA
3-Year Indicative Treatment Plan	The 3-Year Indicative Treatment Plan (as per the BRMS template) details the treatments within each local government's BRM Plan that have been identified for implementation in the 3-years following the Annual Scheduled Treatment Plan (Annual Plan + 3yrs)	TBA

ANNEX C

Recommended Base Vehicle Specifications

- Diesel 4 x 4 including low range capability
 - Dual Cab ute with secure lockable canopy
- Air conditioned
- Reversing Camera and sensors
- Tinted windows
- Heavy Duty Bullbar
- Driving Lights
- Cell Fi (Phone booster) if available from hire company
- Automatic transmission
- Seat covers
- Heavy duty floor mats
- DFES and Local Government logos

ANNEX D

Recommended Minimum System Requirements

Hardware	Tablet/laptop and docking station Desktop single monitor	Specifications to suit minimum system requirements on software
Web Browser	Google Chrome (Windows and Linux)	Latest stable version supported / preferred browser for BRMS
	Microsoft Edge	Latest stable version supported
	Microsoft Internet Explorer (Windows)	Version 11 (Internet Explorer's Compatibility View is not supported)
	Mozilla Firefox (Windows and Linux)	Latest stable version supported
Applications	Microsoft Office Pro (word, excel, outlook, publisher)	Latest version
	Microsoft Visio/Project	Latest version
	Microsoft Outlook	Latest version
	Adobe Acrobat pro	Latest version
	Local Government mapping and records management system	Latest version
Operating System	Windows	Windows 10 or latest version
Mobile Phone	Smart Phone	Latest version

ANNEX E

Bushfire Risk Mitigation Coordinator Allocation

The BRMC will work within the following Organisations to assist with the development, implementation and monitoring of each local government's bushfire mitigation programs.

<u>Year of Support</u>	<u>Grantee (Host LG)</u>	<u>Organisation (Local Government)</u>	<u>Support Days per Fortnight</u>
2022-23	<insert LG name>	<insert LG name>	<insert days>
2023-24	<insert LG name>	<insert LG name>	<insert days>
2024-25	<insert LG name>	<insert LG name>	<insert days>

ANNEX F

Location:

The BRMC will be employed (hosted) by the <insert LG name> for the period of the grant.

ANNEX G

Bushfire Risk Mitigation Coordinator

Job Description Form

The Government of Western Australia's Bushfire Risk Management (BRM) program is a state-wide initiative that is responsible for the development and implementation of local government BRM Plans. The program involves the collaboration of stakeholders, across all land tenure, to identify and mitigate bushfire risk within local communities.

The Role

The Bushfire Risk Mitigation Coordinator (BRMC) is responsible for developing and implementing local government bushfire treatment programs. The BRMC works closely with relevant stakeholders to identify and prioritise mitigation activities within designated local governments and ensures treatment plans are effectively planned, completed and evaluated.

Responsibilities

Mitigation Planning

- Review local government(s) bushfire risks to determine treatment priorities.
- Liaise with DFES' BRMO, CESM (where appointed) and other relevant stakeholders to confirm and document appropriate treatment strategies for LG identified bushfire risks within the BRM Plan.

- Prepare, submit and manage Mitigation Activity Fund Grants Program applications to support the provision of funds required to implement LG treatment programs.
- Prepare and obtain approval of planned burning prescriptions, and other necessary applications/permits, that are required to implement mitigation activities.

Mitigation Implementation and Evaluation

- Manage contractors to ensure the agreed mitigation works are performed on time, within budget and to the required standards.
- Perform risk re-assessments following the completion of treatment activities and ensure risk assessments have been completed using the current BRM methodology.
- Inform relevant stakeholders of the status of treatment activities and escalate, to DFES' BRMO, all risks and issues that may prevent the successful completion of planned mitigation works.
- Manage the acquittal of all BRM grant applications, including the MAFGP, in accordance with the relevant grants program.

Other

- Ensure all BRM data, relevant to local government(s) BRM Plan, is captured in DFES' Bushfire Risk Management System (BRMS).
- Develop and maintain professional relationships to ensure the delivery of services, as specified in the BRMC Grant Agreement between DFES and specified local government(s).
- Liaise with DFES' BRMO, and other landholders, to support the effective implementation of "tenure-blind" mitigation programs.
- Complete reports and other requests for BRM information, as required, within established timeframes.
- Present relevant LG mitigation programs at Bush Fire Advisory Committee meetings.
- Arrangements for the BRMC to attend bushfires within their jurisdiction are to be discussed and confirmed between the relevant LG, BRMC and DFES.

Selection Criteria

Essential Pre-requisite

1. Possession of a current unrestricted C Class Western Australian driver's licence (as a minimum) which must remain valid for the duration of employment.

Essential

1. Demonstrated experience and knowledge of emergency management and bushfire risk management, including understanding of the role of landholders and agencies in the management of bushfire risk.
2. Demonstrated experience in applying bushfire mitigation strategies that sustain the natural environment by maintaining conservation values and biodiversity.
3. Demonstrated conceptual, analytical and problem-solving skills.
4. Understanding and experience in the application of risk management principles.
5. Well-developed communication and interpersonal skills, with demonstrated ability to liaise, consult and negotiate effectively with a wide range of stakeholders including contractors, government officers, industry and private landowners.
6. Proven ability to plan, prioritise and organise workloads to meet agreed timeframes
7. Proven experience working with ICT based systems including ability to effectively perform data entry, analysis and reporting.

Highly Desirable

1. Experience in rural fire management including planned burning and firefighting, with an understanding of the principles of bushfire behaviour and suppression activities.
2. Experience applying and managing external grants and funding.
3. Knowledge and understanding of DFES' Bushfire Risk Management System.
4. Experience in managing and delivering projects.

8.2.6 Electric Vehicle Charging Station - Licence and Co-operation Agreement

File Reference	11.30.30
Statutory Ref.	Nil
Author & Date	Geoff McKeown 9 March 2022
Attachments	Attachment 4 – draft Licence and Co-operation Agreement

Background

In August 2021, the Western Australian State Government announced Australia's longest Electric Vehicle (EV) highway as part of its \$21million EV Fund. The project, delivered by Synergy and Horizon Power, aims to install a network of EV fast chargers north to Kununurra, along the southwest coast to Esperance and east to Kalgoorlie.

Williams has been shortlisted for an EV fast charger and negotiations have been ongoing with Synergy about it being installed in the Lions Park.

Comment

A draft Electric Vehicle Charging Station at Lions Park, Williams, WA, 6391 – Shire of Williams – Licence and Co-operation Agreement has been provided by Synergy. It outlines the obligations on the parties to the agreement.

The Agreement has been developed to apply to all proposed EV fast charger sites, with modifications to apply to the Lions Park location.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- SCD 1.5 Continue to support and develop tourism opportunities for the Shire
- LUE 2.1 Provide quality amenities and accessible public open spaces for the community

Financial Implications

There will be a cost for the provision of a lighting pole at the location of the EV fast charger that Synergy will install, and cover the cost of future electricity.

Voting Requirements

Simple Majority

Officer's Recommendation	That Council agrees to enter into the Electric Vehicle Charging Station at Lions Park, Williams, WA, 6391 – Shire of Williams – Licence and Co-operation Agreement with Synergy to progress the WA State Government's Electric Vehicle Highway Project.
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Electric Vehicle Charging Station at Lions Park, Williams, WA, 6391 – Shire of Williams – Licence and Co-operation Agreement

Contract Particulars

Date ► 09 February 2022

Between the parties: Shire of Williams - 9 Brooking Street, Williams, WA 6391 (**LGA**)
Electricity Generation and Retail Corporation trading as Synergy, ABN 58 673 830 106 of Forrest Centre, 219 St Georges Terrace, Perth, WA, 6000 (**Synergy**)

Background:

- 1 Synergy and the State Government wish to make EV Charging Stations available to the public, as part of the EV Highway Project.
- 2 LGA has full authority over, the Location Site and EV Charging Station Land.
- 3 Under this Agreement, for the Term and as set out in the General Conditions:
 - a. LGA agrees to make the EV Charging Station Land available to Synergy for all purposes related to the installation and use of the EV Charging Stations; and
 - b. Synergy agrees to provide, and arrange for the installation of, an EV Charging Station at the EV Charging Station Land.

The parties agree:

The documents listed below together form this Agreement and to the extent of any inconsistency or ambiguity between them the following decreasing order of priority will apply:

- (a) these Contract Particulars;
 - (b) the General Conditions; and
 - (c) Schedule 1 – Reference Schedule.
-

General Conditions

1. Definitions and Interpretations

1.1 Definitions

The meanings of the terms used in this Agreement are set out below.

Agreement	means this agreement.
Business Day	any day other than: <ol style="list-style-type: none"> 1 a Saturday, Sunday or public holiday in Western Australia; or 2 to the extent those days are not captured by 1 above, 27, 28, 29, 30 or 31 December.
Connection Application	means a connection application or ETAF (as applicable) made pursuant to Western Power's Applications and Queuing Policy as amended or replaced from time to time.
Consequential Loss	means each of the following, whether foreseeable or not: <ol style="list-style-type: none"> 1 loss of (or loss of anticipated) opportunity, use, production, revenue, income, profits, business and savings; 2 loss due to business interruption; and 3 punitive or exemplary damages.
Data	means all information recorded by the EV Charging Station.
Development Approval	means all necessary approvals of the EV Charging Station Land and the installation of the EV Charging Station on that land as required by LGA and or by any Governmental Authority.
ETAC	means the Electricity Transfer Access Contract with Western Power.
ETAF	has the meaning given in Western Power's Applications and Queuing Policy.

EV Charging Station	means two charging stations for electric vehicles of a type, make and model selected by Synergy, including data recording and transmission capability and all associated infrastructure.
EV Charging Station Land	means the area shown as designated for the EV Charging Station and designated electric vehicle car bay (as well as any traffic island , lighting mast or universal bay) on the plan at Schedule 2, which is within the Location Site.
EV Highway Project	means the State Government's EV highway project, of which the EV Charging Stations installed by Synergy on the EV Charging Station Land under this Agreement contributes towards.
Expiry Date	means the date specified in item 3 of Schedule 1.
Governmental Authority	means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, entity including any local or municipal council or other body authorised by law.
Intellectual Property Rights	means all intellectual and industrial property rights, including trade marks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights.
LGA Representative	means the person nominated by the LGA in writing from time to time, initially being the person holding the position specified in item 7 of Schedule 1.
Location Site	means the location specified in item 5 of Schedule 1.
Loss or Losses	means any cost, expense, loss, charge, fee, payment, damage, liability or other amount and (to the extent not prohibited by law) any fine or penalty.
Material Breach	means: <ul style="list-style-type: none"> 1 in the case of the LGA, a breach of clauses 3, 5, 9, 10 or 11.2; and 2 in the case of Synergy, a breach of clause 10 or clause 11.1 (where such damage is not remedied within a reasonable time of it occurring).
Option Term	means the option term (if any) specified in item 4 of Schedule 1.

Network	means the South West Interconnected System (as defined in the <i>Electricity Industry Act 2004</i> (WA)).
Point of Supply	means the dedicated point of supply from the Network connecting the EV Charging Station to the Network, such a point to be on Synergy's ETAC.
Subsidiary Legislation	has the meaning given in the <i>Interpretation Act 1984</i> (WA).
Synergy Developed Intellectual Property	all Intellectual Property Rights brought into existence by this Agreement, but excludes the Data.
Synergy Existing Intellectual Property	all Intellectual Property Rights: <ol style="list-style-type: none">1 belonging to Synergy at the date of this Agreement; or2 that do not arise under this Agreement.
Synergy Representative	means the person nominated by Synergy in writing from time to time, initially being the person holding the position specified in item 7 of Schedule 1.
Term	means the term specified in item 1 of Schedule 1 and any Option Term, if applicable.
Western Power	means the Electricity Network Corporation trading as Western Power (ABN 18 540 492 861), a statutory body corporate established by section 4(1)(b) of the <i>Electricity Corporations Act 2005</i> (WA).

1.2 Interpretation

In this Agreement:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural, the plural includes the singular and words of any gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined have a corresponding meaning;
- (d) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (e) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement and a reference to this Agreement includes any schedule, attachment and exhibit;
- (f) a reference to any legislation or Subsidiary Legislation includes any amendments, consolidations, replacements or re-enactments of any of them;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to a party to a document includes that party's successors and permitted assignees;
- (i) a promise on the part of two or more people bind them jointly and severally;
- (j) a reference to an agreement other than this Agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (k) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of it;
- (l) a reference to a body, other than a party to this Agreement (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (m) the use of “including,” “for example” or similar expressions does not limit what else is included; and
- (n) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. **Term**

2.1 The Term of this Agreement is set out in in item 1 of Schedule 1.

2.2 Synergy can exercise its option to extend the licence for each Option Term specified in item 4 of Schedule 1, by giving LGA written notice of its intention to exercise the applicable Option Term no later than 3 months prior to the expiration of the current Term. This Agreement will continue on the same terms in such Option Term, however the parties agree and acknowledge that:

- (a) Synergy is not required to keep the existing EV Charging Station. Synergy may (in its sole discretion) at the time the option to extend the licence is exercised, or at any time during the Term, make any replacement, changes or updates to the EV Charging Station and associated signage and markings as it sees fit (including to update the technology);
- (b) Synergy may request LGA provide a licence for use of additional land for the installation and use of EV Charging Stations when exercising its option to extend the licence for an Option Term. If LGA is agreeable to providing such additional land, the parties will discuss whether this Agreement should be varied to include such additional land and EV Charging Stations (but otherwise on the same terms) or whether a separate agreement should be entered into; and
- (c) LGA can require Synergy to remove the EV Charging Station, and terminate this Agreement, rather than have this Agreement extended for the applicable Option Term if (and unless Synergy agrees in writing otherwise, only if) there are circumstances subsisting prior to the commencement of the Option Term that are a Material Breach by Synergy.

3. **Location and licence for EV Charging Station**

3.1 LGA agrees that the EV Charging Station may be installed, and used by the general public, on the EV Charging Station Land.

3.2 LGA:

- (a) grants Synergy a non-exclusive licence to access and use, and allow Synergy’s contractors to access and use, the Location Site and EV Charging Station Land for the Term (and if applicable the Option Term);

- (b) will provide members of the public wishing to use the EV Charging Station easy and unhindered access to the EV Charging Station for the Term; and
- (c) will not permit any other electric vehicle charging stations or associated infrastructure to be installed on the EV Charging Station Land.

3.3 The licence granted in clause 3.2 is for the purposes of:

- (a) the installation, maintenance, testing, monitoring, updating and other requirements connected with the EV Charging Station;
- (b) connecting the EV Charging Station at the Point of Supply and all associated works;
- (c) installing the branding and signage referred to in clause 7.1; and
- (d) fulfilling the State Government's requirements for the EV Highway Project.

3.4 LGA will:

- (a) construct a traffic island and provide a lighting mast in the location indicated in Schedule 2 or as otherwise required by Synergy (at LGA's cost), prior to Synergy installing the EV Charging Stations at the EV Charging Station Land
- (b) use all reasonable endeavours to assist Synergy in expeditiously fulfilling Synergy's role in relation to installation, promotion and use of the EV Charging Stations at the EV Charging Station Land, in furtherance of the EV Highway Project; and
- (c) ensure the EV Charging Station Land and EV Charging Station is, and remains, easily visible and accessible by the general public to facilitate the EV Highway Project.

3.5 As part of fulfilling its obligations under clause 3.4, LGA will demonstrate to Synergy the access routes to the EV Charging Station and how LGA will maintain such access routes and ensure unhindered ease of access and visibility for the duration of the Term.

3.6 Synergy will pay LGA the licence fee set out in item 6 of Schedule 1 as consideration for the licence given under this Agreement.

3.7 To the extent it is within LGA's control, LGA will give Synergy and its contractors safe and unhindered access to the EV Charging Station Land and the Location Site for the purposes set out in clause 3.3.

- 3.8 LGA will do all things reasonably necessary to allow Synergy to:
- (a) register any security interest (as defined in the *Personal Property and Securities Act 2009* (Cth)) in the EV Charging Station; and
 - (b) to obtain Development Approval from the LGA, to the extent required.
- 3.9 Synergy acknowledges and agrees that the licence granted pursuant to clause 3.2 is in contract only and does not grant Synergy or its contractors any interest in the EV Charging Station Land or the Location Site.
- 3.10 Sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from the provisions of, and do not apply to, this Agreement.
- 4. Synergy to install and maintain the EV Charging Station**
- 4.1 The EV Charging Station will be owned by Synergy.
- 4.2 Synergy will arrange for the EV Charging Station and the lighting mast to be installed on the EV Charging Station Land, and maintained, by Synergy's nominated contractor.
- 4.3 Synergy will also:
- (a) submit a Connection Application to Western Power in respect of the EV Charging Station;
 - (b) pay costs of any network augmentation as required by Western Power in relation to the Connection Application; and
 - (c) arrange for an appropriate non-reference service or reference service to be put in place under the ETAC at the Point of Supply.
- 4.4 LGA will provide all assistance reasonably required by Synergy and Western Power in relation to clause 4.3.
- 5. Safe access and use**
- 5.1 LGA will put in place appropriate arrangements at the Location Site to:
- (a) provide 3 designated car bays; 3 to be allocated as solely for use by electric vehicles using the EV Charging Station at the EV Charging Station Land and adequate land to be allocated for the traffic island and the lighting mast referred to in clause 3.4(a)
 - (b) give members of the general public reasonable, unhindered and easy access to the Location Site and EV Charging Station Land for the purposes of using the EV Charging Station to charge electric vehicles, and identify (and notify Synergy promptly of) any issues faced by the general public in such access; and

- (c) provide reasonable information and assistance to Synergy in relation to any misuse of, or damage to, the EV Charging Station, including by:
 - (i) appropriately positioning CCTV cameras if available at the Location Site and providing any available security CCTV footage; and
 - (ii) advising Synergy as soon as reasonably possible after becoming aware of any likely or actual misuse of, or damage to, the EV Charging Station;
- (d) allow Synergy to maximise the benefits from its right to keep the EV Charging Station on the EV Charging Station Land;
- (e) control and manage safe use of the EV Charging Station, including:
 - (i) controls against improper or unsafe use of the EV Charging Station; and
 - (ii) use in a manner that could not result in damage to persons, property or contravention of any law; and
- (f) minimise any interference or disruption to Synergy or its contractors in relation to the installation, maintenance and monitoring of the EV Charging Station and otherwise in relation to the performance of its rights under this Agreement.

5.2 LGA and Synergy will:

- (a) consult with each other (and Synergy's contractors) in relation to the work done in connection with this Agreement and minimising risks to the health and safety of persons arising from such work; and
- (b) document the measures arising from the consultation under clause 5.2(a) as part of a safety management plan.

5.3 Except for matters this Agreement specifically states is Synergy's responsibility, LGA will do all things necessary to ensure the EV Charging Station remains able to be used in compliance with all laws.

6. Synergy responsible for electricity consumed and network costs

6.1 As between Synergy and LGA, Synergy will be responsible for all electricity consumed by the EV Charging Station [and the lighting mast referred to in clause 3.4\(a\)](#).

6.2 Synergy will pay any costs, network charges and expenses imposed by or payable to Western Power in relation to the EV Charging Station.

7. Responsibility for signage and car bay painting

7.1 Synergy or its nominated installer will, at its cost:

- (a) put Synergy and EV Highway Project branding at, on or around the EV Charging Station Land together with instructions about how to use the EV Charging Station;
- (b) provide any protective devices or barriers around the EV Charging Station as it considers is necessary to prevent vehicles from damaging the EV Charging Station (except for a traffic island required under this agreement (if any), which is LGA's responsibility);
- (c) install signage as it considers is appropriate; and
- (d) paint the designated car bays referred to in clause 5.1(a) in a manner selected by Synergy to make the designation for electric vehicles only clear.

8. Marketing

- 8.1 LGA acknowledges and agrees that the State Government, Synergy and Horizon Power will publicise the EV Highway Project, which may include details of the EV Charging Station, the Location Site, how to access the Location Site, other particulars of accessing and using the EV Charging Station and mention LGA's involvement.
- 8.2 If LGA wishes to make any public statement about the EV Highway Project or this Agreement, it must first obtain the prior written consent of Synergy (who will in turn request the consent of the other entities involved in the EV Highway Project if required).

9. Data and Intellectual Property

- 9.1 The Data will be owned by Synergy and used by Synergy for its own purposes and purposes related to the EV Highway Project, provided it is in compliance with all laws.
- 9.2 LGA will not collect, use, or have any rights in, Data. If it wishes to use or access any Data, it must seek Synergy's prior written consent.
- 9.3 Ownership of Synergy Existing Intellectual Property and Synergy Developed Intellectual Property vests in Synergy. LGA must not use the Synergy Existing Intellectual Property or the Synergy Developed Intellectual Property.

10. Insurance

- 10.1 LGA and Synergy must effect and maintain, or cause to be effected and maintained, for the duration of the Term a public liability insurance policy for at least \$20 million.
- 10.2 Whenever reasonably requested by a party, the other party must provide certificates of currency of policies taken out by that party in connection with this Agreement.

11. Obligations not to cause damage and liability

- 11.1 In accessing the EV Charging Station Land, Synergy must ensure that it and its contractors do not do anything to cause any damage to the Location Site (and for the purposes of the Agreement the works permitted by this Agreement are not considered to be damage).

11.2 LGA must ensure that it and its contractors do not do anything, or omit to do anything, or allow anything to happen which is within its reasonable control, that causes any damage to the EV Charging Stations, associated signage, markings and works put in place by or on behalf of Synergy under this Agreement.

11.3 The maximum liability of one party to the other under or in connection with this Agreement and however arising (including at law, in equity or pursuant to statute) is limited to an amount of \$500,000 per event or series of related events.

11.4 Notwithstanding anything else in this Agreement, no party has any liability to the other on any basis whatsoever for any Consequential Loss.

12. **Confidentiality and reputation**

12.1 Neither party will do or omit to do anything that is likely to damage the reputation of the other party.

12.2 This agreement and the related data and information exchanged between the parties relating to this Agreement or subsequently produced in the performance or administration of this Agreement is confidential information belonging to the party that provided or produced it.

12.3 The recipient of the confidential information must not disclose it to a third party except:

- (a) with the disclosing party's prior written consent;
- (b) to the recipient's professional advisers;
- (c) to the extent required by a written law or a lawful requirement of a government agency;
- (d) to the extent expressly permitted in this Agreement; or
- (e) to the extent the confidential information in the possession of the recipient is lawfully available to it or otherwise generally and publically available, without the breach of confidence by the recipient.

13. **Dispute Resolution**

13.1 If a dispute arises out of this Agreement, the parties will endeavour in good faith to settle the dispute in accordance with this clause 13.

13.2 A party claiming that a dispute has arisen must give written notice to the other party specifying:

- (a) the nature of the dispute;
- (b) the alleged facts upon which the dispute is based;

- (c) the legal basis on which the dispute is made, including any issues of law relevant to the dispute: and
 - (d) the relief claimed.
- 13.3 Within 10 Business Days of a notice being given in accordance with clause 13.2, the Synergy Representative and LGA Representative must meet and attempt to negotiate a resolution of the dispute.
- 13.4 If the dispute is not resolved within 5 Business Days of the meeting held in accordance with clause 13.3, the dispute must be referred to the Chief Executive or Managing Director (or person of a similar position) of the parties, who must attempt to negotiate a resolution of the dispute within 30 Business Days. If the parties cannot resolve the dispute within this period, they must refer the dispute to a mediator if one of the parties so requests.
- 13.5 If the parties cannot agree on a mediator within 5 Business Days after a request under clause 13.4, the chairperson of the Western Australian Chapter of the Resolution Institute or the chairperson's nominee will appoint a mediator.
- 13.6 The role of the mediator is to assist in negotiating resolution of the dispute. A mediator may not make a binding decision on a party except if the party agrees in writing. Unless agreed by the mediator and the parties, the mediation must be held within 15 Business Days of the request for mediation.
- 13.7 If a dispute exists, each party must continue to comply with its obligations under this Agreement.
- 13.8 Nothing in this clause 13 is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute.
- 14. **Termination and expiry**
- 14.1 A party (**Non-Defaulting Party**) may terminate this Agreement immediately by giving written notice to the other party (**Defaulting Party**) if the Defaulting Party has committed a Material Breach of this Agreement and has failed to rectify such breach or make arrangements to rectify such breach that are to the Non-Defaulting Party's satisfaction, acting reasonably, within 60 Business Days of written notice to do so by the Non-Defaulting Party.
- 14.2 Synergy may terminate this Agreement for convenience by giving at least 20 Business Days written notice to LGA.
- 14.3 If this Agreement terminates or expires Synergy will either:
 - (a) gift the EV Charging Station to LGA in consultation with LGA; or
 - (b) arrange for the EV Charging Station to be un-installed and removed from the EV Charging Station Land. LGA agrees to grant Synergy and its contractors access to

the EV Charging Station or the Location Site in order to remove the EV Charging Station.

14.4 If the EV Charging Station is gifted to LGA:

- (a) Synergy will use reasonable endeavours to assign any maintenance contract for the EV Charging Station to LGA (unless LGA advises otherwise);
- (b) all branding will be removed from the EV Charging Station;
- (c) LGA will be solely responsible for any payments in relation to the EV Charging Station to a third party, including any network charges or tax or duty in respect of the gift; and
- (d) Synergy will cease to have any liability for the EV Charging Station and the lighting mast and LGA will assume any liability in respect of the EV Charging Station and the lighting mast occurring on and from the date of gifting.

14.5 LGA agrees that Synergy may, in its discretion, sell or transfer ownership in the EV Charging Station to a third party. Synergy will provide LGA with at least 30 days' notice of its intention to do so. If such sale or transfer to a third party occurs, LGA agrees, and gives its consent to, the rights and obligations under this Agreement being novated to the new owner of the EV Charging Stations and will enter into a deed of novation to formally record its consent to the novation.

15. Other agreements

15.1 LGA acknowledges that Synergy will be entering into other agreements for the provision of work connected with this Agreement including the EV charging station hardware and software, design, installation and maintenance, and that these agreements will have separate requirements related to safety, access, environmental conditions, design requirements, specifications and other matters (**Specifications**).

15.2 LGA will work co-operatively with Synergy and agrees to:

- (a) ensure the EV Charging Station Land, actions taken under by LGA under this Agreement and all associated factors within LGA's control meet the Specifications; and
- (b) document the Specifications, which will be provided to LGA, and means to ensure the Specifications are met as part of a project management plan.

16. **General**

16.1 LGA warrants that it:

- (a) has full authority over the Location Site and EV Charging Station Land and is able to, and has all authorisations and permissions required to, grant the licence as contemplated by this Agreement
- (b) has the power to execute this Agreement and perform its obligations under this Agreement and all necessary corporate and other action has been taken to authorise that execution and performance, and that if this Agreement is signed on behalf of a party, the signatory is authorised to do so; and
- (c) the Location Site is safe and compliant with all laws.

16.2 LGA indemnifies Synergy from and against all Losses incurred by Synergy to the extent arising from LGA's breach of a warranty given under clause 16.1.

16.3 Subject to clause 14.5 or 16.4, the parties must not assign, novate or otherwise transfer all or any part of its rights or liabilities under this Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed).

16.4 Synergy may, if required by a Governmental Authority, or if otherwise required by law, assign or otherwise deal with its rights, interests, benefits and obligations under this Agreement in accordance with the Governmental Authority's requirements or as otherwise required by law, without requiring the consent of any other party.

16.5 This Agreement is governed by the law in force in Western Australia.

16.6 If any provision of this Agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

16.7 No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

16.8 A variation of any term of this Agreement must be in writing and signed by the parties.

16.9 Nothing in this Agreement gives a party authority to bind any other party in any way.

16.10 Nothing in this Agreement imposes any fiduciary duties on a party in relation to any other party.

16.11 All obligations set out in this Agreement which by their nature survive expiry or termination of this Agreement or are necessary to give effect to the clause in which they are referred to, survive expiry or termination of this Agreement and are enforceable at any time at law or in equity.

16.12 Each party shall be responsible for its own costs and expenses of and in connection with the negotiation, preparation, execution, stamping, registration and completion of this Agreement.

16.13 This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement, all of which constitute one instrument.

Executed as an agreement

**SIGNED for and on behalf of
Shire of Williams:**

By its representative:

Position Title

Representative

Name (please print)

Date

In the presence of:

Witness

Name (please print)

Date

SIGNED BY
an authorised representative on behalf of
ELECTRICITY GENERATION AND RETAIL CORPORATION
ABN 58 673 830 106 trading as Synergy,
in accordance with sections 135(4) and 135(5)
of the *Electricity Corporations Act 2005* (WA):

By its representative:

Position Title

Representative

Name (please print)

Date

In the presence of:

Witness

Name (please print)

Date

Schedule 1 – Reference Schedule

1	Term:	5 years commencing on the Commencement Date and expiring on the Expiry Date.
2	Commencement Date:	Insert date
3	Expiry Date:	Insert date
4	Option Term:	5 years + 5 years + 5 years
5	Location Site:	Lions Park, Williams, WA
6	Licence Fee	\$5
7	Details for written notices:	<p>Shire of Williams</p> <p>Name: Geoff McKeon</p> <p>Position: Chief Executive Officer</p> <p>Address: Shire of Williams, 9 Brooking Street, Williams, WA, 6391</p> <p>Contact Number: (08) 9885 1005</p> <p>Copy to: Company Secretary</p> <p>Synergy</p> <p>Name: Dion Paunich</p> <p>Position: General Manager Generation</p> <p>Address: Forrest Centre, 219 St Georges Terrace, Perth, WA, 6000</p> <p>Contact Number: (08) 6282 7420</p> <p>Copy to: Company Secretary</p>

Schedule 2 – EV Charging Station Land and Car Bay Location



8.2.7 Use of Common Seal and Actions Performed Under Delegated Authority

File Reference	4.50.60
Statutory Ref.	Sections 5.42 and 9.49A Local Government Act 1995
Author & Date	Geoff McKeown 10 March 2022
Attachments	Nil

Background

The purpose of this Agenda Item is to report to Council for endorsement, the use of the Common Seal and actions performed under delegated authority requiring referral to Council.

There is a requirement under the *Local Government Act 1995* that the Delegations Register is reviewed annually by Council. A procedure included in the Delegations Register is to report to Council the activities or actions that have been performed under delegated authority. A report will be completed for Council at meetings that identifies: (1) use of the Common Seal, and (2) actions performed under the delegated authority requiring referral to Council as per the Delegations Register.

Comment

Actions performed under delegation during the preceding month is provided below:

- **Granting of Demolition Permits – Delegation 2.1.2**

Delegation - Powers to grant or refuse to grant a demolition permit under the *Building Act 2011*. The Council may delegate its powers or duties as a permit authority under provisions of this Act.

Action – Demolition Permit issued for the Month of February 2022:

Permit Number	Owner	Address	Description
476	R & C Duff	13214 Albany Hwy, Williams	Swimming Pool

- **Payment from the Municipal or Trust Funds – Delegation 1.1.19**

Delegation - Authority to make payments from the municipal or trust funds with the authority limited to making payments subject to annual budget limitations.

Action - Payments from the Municipal Fund and Trust Fund are as per the payments listing attached to this Agenda.

- **Defer, Grant Discounts, Waive or Write Off Debts – Delegation 1.1.20**

Delegation - A concession may be granted where a fee or charge would normally be applied and the event or activity is held by a charitable body, not-for-profit organisation or community group.

Action – The Chief Executive Officer waived the hire fee for the Williams RSL Hall for an event organised for seniors, involving carpet bowls on 2 March 2022. The applicable hire fee was \$37.00, incl GST.

- **Power to Invest and Manage Investments – Delegation 1.1.21**

Delegation - Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose.

Action – The Chief Executive Officer approved a transfer of:

1. \$100,000.00 from the Cash Management Account to the Municipal Fund for the payment of creditors on 3 February 2022.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- CL 2.2 Maintain accountability, transparency and financial responsibility.
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

Fees are received for the issue of Building and Demolition Permits. The waiver of a hire fee will reduce income by \$37.00 incl GST

Voting Requirements

Simple Majority

Officer's Recommendation

That Council accept the report "Use of Common Seal and Actions Performed under Delegated Authority" for the month of February 2022.

9.0 Elected Members' Motions of which Notice has been given

Nil

10.0 New Business of an Urgent Nature introduced by Decision of Meeting

10.1 Elected Members

Nil

10.2 Officers

Nil

11.0 Application for Leave of Absence

Nil

12.0 Closure of Meeting