



SHIRE OF WILLIAMS MINUTES

ORDINARY COUNCIL MEETING
WEDNESDAY 18 MAY 2022



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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.

Contents

1.0	Declaration of Opening / Announcement of Visitors	5
2.0	Record of Attendance / Apologies / Leave of Absence	5
3.0	Public Question Time	5
4.0	Petitions / Deputations / Presentations	5
5.0	Declarations of Interest	6
6.0	Confirmation of Minutes of Previous Meetings	6
6.1	Ordinary Council Meeting Held 20 April 2022	6
7.0	Announcements by Presiding Member Without Discussion	6
8.0	Matters Which Require Decisions	6
8.1	Corporate and Community Services	7
8.1.1	Payment Listing	7
8.1.2	Financial Statements	8
8.2	Office of the Chief Executive Officer	9
8.2.1	Development Application- Sheds on Lot 237 (138) Narrogin Road, Williams	9
8.2.2	Bushfire Risk Mitigation Coordinator.....	15
8.2.3	Development Application- Retaining Wall Lot 43 (4) Fry Street, Williams.....	18
8.2.4	Use of Common Seal and Actions Performed Under Delegated Authority	23
9.0	Elected Members' Motions of which Notice has been given	25
10.0	New Business of an Urgent Nature introduced by Decision of Meeting	25
10.1	Elected Members	25
10.2	Officers	25
11.0	Application for Leave of Absence	25
12.0	Closure of Meeting	25

AGENDA

1.0 Declaration of Opening / Announcement of Visitors

The Presiding Member, President Jarrad Logie, declared the Meeting open at 3.44pm.

2.0 Record of Attendance / Apologies / Leave of Absence

Elected Members

Cr Jarrad Logie - President
Cr Natalie Major - Deputy President
Cr Moya Carne (to 5.03pm)
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 (3.45pm – 3.50pm)
Manuela Lenehan - Minute Taker

Visitors – Mel Durack, Kristy Gregory (both from PHCC) (3.53pm – 4.33pm)

Apologies - Nil

Leave of Absence – Nil

3.0 Public Question Time

Nil

4.0 Petitions / Deputations / Presentations

Mel Durack and Kristy Gregory from the Peel Harvey Catchment Council (PHCC) attended the Meeting at 3.53pm to present a general report and update on the PHCC's activities.

A brief explanation was given, covering location of catchment and sub-catchment areas and the PHCC team hierarchy, strategic directions, partnerships and funding.

Detail was given on the MOU involving the shires of Boddington, Cuballing Wandering and Williams, and the PHCC. Also, work happening on the Hotham Williams River Action Plan. The PHCC is keen for the MOU to be extended, which is due to expire soon.

Other projects include Numbat Neighbourhood, Protecting WA Black Cockatoos, Greening Farms, Regional Ag Landcare Facilitator, Feral Cat Management and ongoing annual grant rounds, which effectively distribute federal grant money back into the community (via Community Environmental Grants and related events).

Councillors were given time to pose several questions, which Mel Durack and Kristy Gregory were able to address before leaving the meeting at 4.33pm.

5.0 Declarations of Interest

DECLARATION OF INTEREST	
Name / Position	Cr Christine Cowcher / Councillor
Item No. / Subject	8.2.3 Development Application – Retaining Wall Lot 43 (4) Fry St, Williams
Type of Interest	Indirect Financial

6.0 Confirmation of Minutes of Previous Meetings

6.1 Ordinary Council Meeting Held 20 April 2022

Officer’s Recommendation

That the Minutes of the Ordinary Council Meeting held 20 April 2022, as previously circulated, be confirmed as a true and accurate record.

Council Resolution

Cowcher/Carne

That the Minutes of the Ordinary Council Meeting held 20 April 2022, as previously circulated, be confirmed as a true and accurate record.

**Carried 9/0
Resolution 122/22**

7.0 Announcements by Presiding Member Without Discussion

Nil

8.0 Matters Which Require Decisions

The Manager of Corporate Services, Alan Lamb, attended the Meeting at 3.45pm to discuss his report.

8.1 Corporate and Community Services

8.1.1 Payment Listing

File Reference	4.23.15
Statutory Ref.	Local Government (Financial Management) Regulations 1996
Author & Date	Alan Lamb 12 May 2022
Attachments	Payment listing for month ending 30 April 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 104924 – 104927 totalling \$615,029.34 approved by the Chief Executive Officer during the month of April 2022 be endorsed.

Council Resolution
Price/Major
 That Municipal Fund EFT, Bpay, Direct Debits and Cheques 104924 – 104927 totalling \$615,029.34 approved by the Chief Executive Officer during the month of April 2022 be endorsed.

Carried 9/0
Resolution 123/22

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 30 APRIL 2022

DATE	NAME	DESCRIPTION	AMOUNT
MUNICIPAL - EFT, BPAY, DIRECT DEBIT & CHEQUES			
01/04/2022	NQPETRO WA PTY LTD	12352, 15601, 12616 - Depot Fuel Facility	\$ 73,575.70
01/04/2022	BUILDING AND ENERGY	BSL collection - March 2022	\$ 56.65
06/04/2022	FDC EDUCATORS	FDC Educators PE 03/04/2022	\$ 18,455.39
07/04/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 06/04/22	\$ 45,329.18
13/04/2022	EDWARDS ISUZU UTE	12368 - Purchase of Vehicle (Isuzu D-Max)	\$ 13,980.00
20/04/2022	FDC EDUCATORS	FDC Educators PE 17/04/2022	\$ 17,489.10
21/04/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 20/04/2022	\$ 45,407.65
28/04/2022	ASHLEY BLYTH TREE LOPPING	12476 - Prune Trees from Power Lines (Church Rd)	\$ 1,320.00
28/04/2022	AVON WASTE	11015 - Monthly Refuse Charges March 2022	\$ 11,083.10
28/04/2022	BERTY BEE'S GARDENING	11883 - Contract Gardening Services - March 2022	\$ 1,419.00
28/04/2022	BEST OFFICE SYSTEMS	12087 - Monthly Printing/Copying Charges	\$ 122.13
28/04/2022	BITUTEK PTY LTD.	12477 - Bitumise Congelin-Narrogin Rd	\$ 41,305.97
28/04/2022	BOC Ltd	12091 - March 2022 Container Service Fee	\$ 44.71
28/04/2022	BODDINGTON MEDICAL CENTRE	Pre-employment Medical (J Hosking)	\$ 176.00
28/04/2022	BOYA EQUIPMENT	12654 - Parts (Skid Steer)	\$ 619.16
28/04/2022	BP TRUST	Monthly Fuel Account March 2022	\$ 12,097.82
28/04/2022	C & D CUTRI	12614 - Bridge Maintenance (Clayton Rd)	\$ 10,010.00
28/04/2022	CITY OF KALAMUNDA	Building Surveyor Wages & Travel 7/2/2022 - 28/2/2022	\$ 306.00
28/04/2022	CONTRACT AQUATIC SERVICES	12369, 589 & 90 - Monthly Swimming Pool Management March 2022	\$ 18,125.25
28/04/2022	CONWAY HIGHBURY PTY LTD	12290 - Support Services (Local Laws)	\$ 1,402.50
28/04/2022	CORSIGN WA PTY LTD	12469 - Traffic Signs	\$ 220.00
28/04/2022	CR JARRAD LOGIE	Reimbursement - ID Check	\$ 49.00
28/04/2022	DUFF ELECTRICAL CONTRACTING	12519 - Electrical Work (Recreation House)	\$ 220.00
28/04/2022	EVERGREEN SYNTHETIC GRASS	12088 - Synthetic Bowling Green (Pmt 3 of 4)	\$ 81,469.10
28/04/2022	HARMONY SOFTWARE	Educators' Software Fees, Month of March 2022	\$ 263.20
28/04/2022	HERSEY'S SAFETY PTY LTD	12449 - Sundry Tools, PPE, Depot Items	\$ 325.27
28/04/2022	ISWEEP	12475 - Sweeping of Town	\$ 2,673.00
28/04/2022	LANDGATE.	Land Valuations - Rating	\$ 70.40
28/04/2022	LOGIE, BRITT E.	Reimbursement - Clips for Hall Park Fencing	\$ 229.90
28/04/2022	MAKIT NARROGIN HARDWARE	12464 - Toilet Cistern (Pavilion)	\$ 133.00
28/04/2022	MELCHIORRE PLUMBING & GAS	12522, 12526, 12528 - Plumbing Works (Various)	\$ 1,639.81
28/04/2022	MISTER YARDMAN	12600 - Rotary Hoe Quindanning Hall Playground	\$ 132.00
28/04/2022	NARROGIN PUMPS SOLAR AND SPRAYING	12443 - Parts (Pressure Cleaner)	\$ 66.00
28/04/2022	NARROGIN TOYOTA	12445 - Parts	\$ 72.14
28/04/2022	OATS, JASMYN	Reimbursement (Pre-employment Medical)	\$ 126.00
28/04/2022	PALUMBO, SHARON	Reimbursement - Travel (Broome)	\$ 513.48
28/04/2022	PRIME AG SERVICES - WILLIAMS	21478 - Baileys Energy Turf (Various)	\$ 2,750.00
28/04/2022	R MUNNS ENGINEERING CONSULTING SERVICES	12607 - Condition Report (York-Williams Rd)	\$ 2,538.00
28/04/2022	RECKON LTD	12620 - Reckon Premier 2022 Annual Licence for 2 users	\$ 830.00
28/04/2022	SHIRE OF NARROGIN.	EHO Wages & Travel Dec. 2022 (2nd Part)	\$ 252.50
28/04/2022	SIMS CIVIL	12471 - Culvert Extensions (Pig Gully Rd)	\$ 10,259.70
28/04/2022	SOUTH WEST ISUZU	12448 - Parts & Oil (Various)	\$ 914.17
28/04/2022	STAR TRACK EXPRESS	Freight - Trestle Ties (Pavilion)	\$ 48.31
28/04/2022	STATE LIBRARY OF WA.	Freight for Library Exchange Books 1/1/22 - 30/6/22	\$ 165.86
28/04/2022	THE GOODS	12525 - Toilet Paper (Various)	\$ 467.41
28/04/2022	THE WILLIAMS COMMUNITY NEWSPAPER.	12274 - Printing Shire Notes	\$ 70.00
28/04/2022	TIMBER INSIGHT PTY LTD	12593 - Inspection of 5 Bridges	\$ 1,806.20
28/04/2022	TJ DEPIAZZI & SONS	12608 - Garden Mix (Brooking St)	\$ 1,582.35
28/04/2022	TOLL TRANSPORT PTY LTD	Freight (Various)	\$ 81.93
28/04/2022	TOWN PLANNING INNOVATIONS	12623 - General Planning Advice for March 2022	\$ 1,237.50
28/04/2022	TRUCK CENTRE (WA) PTY LTD	12653 - Parts (Volvo Prime Mover)	\$ 171.52
28/04/2022	WA CONTRACT RANGER SERVICES	12084 - Ranger Services - 30/3/2022, 11/4/2022	\$ 467.50
28/04/2022	WALLIS COMPUTER SOLUTIONS	12318 - Remote Desktop Server and Managed Services	\$ 7,296.51
28/04/2022	WESTRAC	12450 - Parts (CAT Grader)	\$ 1,169.22
28/04/2022	WILLIAMS COMMUNITY RESOURCE CENTRE	Library Service at CRC - 3rd Quarter 2021/22	\$ 10,642.07
28/04/2022	WILLIAMS DISTRICT CLUB	Refreshments - Seniors' Lunch (December 2021)	\$ 208.00
28/04/2022	WILLIAMS NEWSAGENCY	Monthly Account March 2022	\$ 157.40
28/04/2022	WILLIAMS RURAL SUPPLIES	1237, Monthly Hardware Account - March 2022	\$ 2,925.61
28/04/2022	WILLIAMS RUSTIC GROCER	Monthly Refreshments & Consumables, March 2022	\$ 194.78
28/04/2022	WILLIAMS SJA SUB CENTRE	SJA Subscriptions Collected in March 2022	\$ 424.00
30/04/2022	WA SUPER	Superannuation - March 2022	\$ 20,518.89
01/04/2022	SYNERGY	Electricity - Communication Tower Bates Rd, to 29/3/2022	\$ 676.84
01/04/2022	TELSTRA	Pool Telephone to 19/3/2022	\$ 32.63
01/04/2022	AUSTRALIAN COMMUNICATIONS & MEDIA AUTH	Licence, Bates Rd	\$ 114.00
20/04/2022	TELSTRA	TIMS SMSs, Month to 6/4/2022	\$ 90.49

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 30 APRIL 2022

DATE	NAME	DESCRIPTION	AMOUNT
20/04/2022	SYNERGY	Electricity to Swimming Pool 15/3/2022 to 19/4/2022	\$ 1,061.78
20/04/2022	TELSTRA	WS Home Phone to 7/4/2022	\$ 58.72
21/04/2022	TELSTRA	Mobile Phone Services to 1/4/2022	\$ 283.64
27/04/2022	WATER CORPORATION.	Depot, Ovals, LP Water to 11/4/2022	\$ 5,414.34
27/04/2022	TELSTRA	Pool Telephone to 19/4/2022	\$ 32.30
27/04/2022	WATER CORPORATION.	Water - Final Bill (5 Marjidin Way)	\$ 26.99
28/04/2022	AUSTRALIAN TAXATION OFFICE	BAS March 2022	\$ 19,539.00
1-28 Apr22	DEPARTMENT OF PLANNING & INFRASTRUCTURE	Licensing Payments Forwarded to Department of Transport	\$ 60,253.05
01/04/2022	WESTNET	Monthly CEO Internet Charges, April 2022	\$ 54.99
04/04/2022	CBA	CBA - Merchant Fees March 2022	\$ 556.29
11/04/2022	WA TREASURY CORPORATION	Loan #66 - Industrial Shed - Repayment	\$ 9,034.69
14/04/2022	DOCUMENTARY SERVICES PTY LTD	Settlement - 5 Marjidin Way, Williams	\$ 1,308.68
19/04/2022	WA TREASURY CORPORATION	Loan#65 Industrial Land - Repayment	\$ 11,809.89
19/04/2022	ANZ CARDS	Monthly Credit Card Expenses x 3	\$ 3,875.10
01/04/2022	WILLIAMS LICENSED POST OFFICE	Postage & Stationery, February 2022	\$ 143.28
06/04/2022	WATER CORPORATION.	Water Supply (Various)	\$ 14,742.59
27/04/2022	WATER CORPORATION.	Water - Standpipes a.o.	\$ 18,185.53
28/04/2022	WILLIAMS LICENSED POST OFFICE	Postage & Stationery, March 2022	\$ 27.48
			<u>\$ 615,029.34</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 12 May 2022
Attachments	Financial Statements ending 30 April 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 30 April 2022 be received.

Council Resolution**Baker/Cowcher**

That the financial statements presented for the period ending 30 April 2022 be received.

Carried 9/0
Resolution 124/22

Alan Lamb left the Meeting at 3.50pm.



SHIRE OF WILLIAMS

MONTHLY FINANCIAL REPORT For the Period Ended 30 April 2022

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

TABLE OF CONTENTS

Statement of Financial Activity by Program

Note 1	Net Current Assets
Note 2	Explanation of Material Variances
Note 3	Cash and Investments
Note 4	Receivables
Note 5	Rating Revenue
Note 6	Capital Details
Note 7	Borrowings
Note 8	Grants and Contributions
Note 9	Trust Fund
Note 10	Budget Amendments

Prepared by : Manager of Corporate Services
Date prepared : All known transactions up to 10 May 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 30 APRIL 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 30 APRIL 2022**

	Note	Adopted Budget (d)	Forecast Year End as per Budget Review	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$		\$	\$	\$	%	
OPENING FUNDING SURPLUS (DEFICIT)	1(b)	401,575	375,119	401,575	375,119	(26,456)	(7%)	
Revenue from operating activities								
Governance		1,000	29,500	0	21,041	21,041	100%	▲
General Purpose Funding - Rates	5	2,028,853	2,028,853	2,028,853	2,031,801	2,948	0%	
General Purpose Funding - Other		268,372	384,659	203,104	903,081	699,977	345%	▲
Law, Order and Public Safety		37,448	44,149	35,731	41,548	5,817	16%	▲
Health		1,200	1,200	400	350	(50)	(13%)	
Education and Welfare		510,806	519,999	440,570	452,442	11,872	3%	
Housing		248,779	248,779	174,383	177,385	3,002	2%	
Community Amenities		211,630	211,630	187,237	177,021	(10,216)	(5%)	
Recreation and Culture		51,674	70,574	112,444	106,163	(6,281)	(6%)	▼
Transport		103,957	133,484	95,080	16,829	(78,251)	(82%)	▼
Economic Services		158,979	137,042	86,873	156,186	69,313	80%	▲
Other Property and Services		74,430	62,462	57,932	49,130	(8,802)	(15%)	▼
		3,697,128	3,872,331	3,422,606	4,132,978	710,372		
Expenditure from operating activities								
Governance		(209,500)	(239,268)	(159,414)	(173,529)	(14,114)	(9%)	▼
General Purpose Funding		(104,351)	(104,351)	(90,691)	(67,768)	22,922	25%	▲
Law, Order and Public Safety		(105,825)	(112,526)	(92,983)	(86,475)	6,507	7%	▲
Health		(60,204)	(60,204)	(50,658)	(37,395)	13,263	26%	▲
Education and Welfare		(521,951)	(513,918)	(435,517)	(354,417)	81,100	19%	▲
Housing		(196,366)	(201,366)	(169,879)	(164,898)	4,982	3%	
Community Amenities		(339,478)	(339,478)	(286,023)	(252,130)	33,893	12%	▲
Recreation and Culture		(824,929)	(841,637)	(694,088)	(691,971)	2,116	0%	
Transport		(1,518,285)	(1,491,519)	(1,274,236)	(1,280,960)	(6,724)	(1%)	
Economic Services		(238,875)	(188,844)	(207,748)	(117,972)	89,777	43%	▲
Other Property and Services		(128,007)	(104,097)	(125,335)	(161,086)	(35,752)	(29%)	▼
		(4,247,771)	(4,197,208)	(3,586,572)	(3,388,602)	197,970		
Non-Cash Amounts excluded from operating activities								
Add back Depreciation		1,264,609	1,264,609	1,053,841	1,060,259	6,418	1%	
Adjust (Profit)/Loss on Asset Disposal	6	33,625	(34,609)	0	(102,097)	(102,097)		▼
Adjust Fair Value to financial assets		0		0	(2,997)	(2,997)		
Adjust Provisions and Accruals		5,128	5,128	0	0	0		
Amount attributable to operating activities		752,719	910,251	889,875	1,699,541	812,663		
Investing Activities								
Grants, Subsidies and Contributions	8	953,493	953,493	12,272	220,572	208,300	1697%	▲
Proceeds from Disposal of Assets	6	136,000	193,617	0	683,825	683,825	100%	▲
Proceeds from Self Supporting Loans		107,023	107,023	107,023	107,023	0	0%	
Capital Acquisitions	6	(2,412,193)	(2,491,405)	(1,160,372)	(1,772,906)	(612,534)	53%	▲
Amount attributable to investing activities		(1,215,677)	(1,237,272)	(1,041,077)	(761,486)	279,591		
Financing Activities								
Proceeds from New Borrowings		200,000	200,000	0	200,000	200,000		
Transfer from Reserves	3	236,955	236,955	0	0	0		
Repayment of Debentures		(195,514)	(195,514)	(129,533)	(184,238)	(54,705)	(42%)	▼
Transfer to Reserves	3	(180,058)	(180,058)	(30)	(822)	(792)	(2641%)	▲
Amount attributable to financing activities		61,383	61,383	(129,563)	14,940	144,503		
NET OPERATIONS, CAPITAL, FINANCING		(401,575)	(265,638)	(280,765)	952,995	1,236,757		
CLOSING FUNDING SURPLUS (DEFICIT)	1(b)	0	109,481	120,810	1,328,114	1,210,301		

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 30 APRIL 2022**

**OPERATING ACTIVITIES
NOTE 1(b)
ADJUSTED NET CURRENT ASSETS**

	Note	Year to Date Actual 30 Apr 2022	Year to Date Actual 44,286	This Years Opening 1 July 2021
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	2,121,246	958,698	862,396
Cash Restricted	3	747,935	767,390	747,113
Receivables - Rates	4	10,909	171,571	12,116
Receivables -Other	4	55,493	56,865	135,087
Accrued Revenue		37,972	0	43,567
Loans Receivable - clubs	7	0	0	107,023
Inventories		22,703	36,843	22,190
		<u>2,996,257</u>	<u>1,991,367</u>	<u>1,929,492</u>
Less: Current Liabilities				
Payables		(133,070)	(199,707)	(262,217)
Contract Liabilities	8	(471,779)	(197,674)	(122,634)
Provisions		(341,041)	(356,517)	(341,041)
Long Term Borrowings	7	(11,277)	(43,659)	(211,480)
		<u>(957,167)</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	11,277	43,659	211,480
Adjusted Net Current Assets		1,328,114	490,721	375,119

SIGNIFICANT ACCOUNTING POLICIES

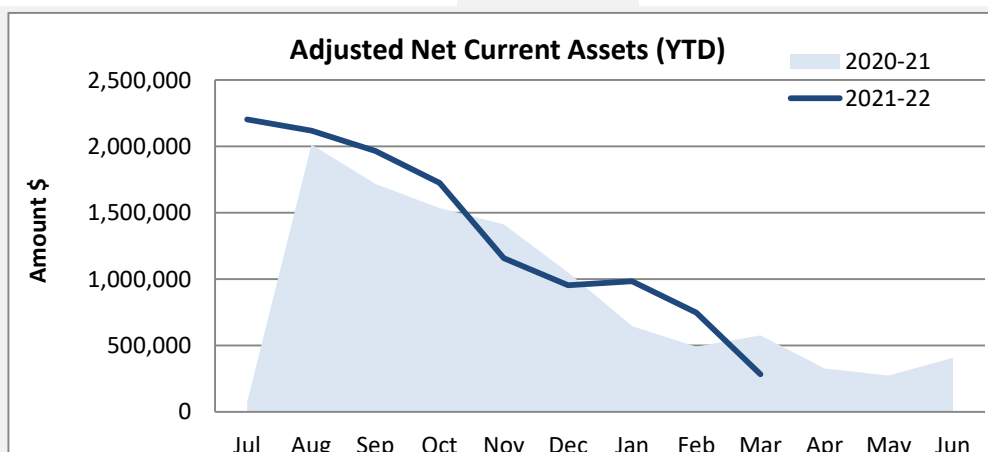
Please see Note 1 (a) for information on significant accounting policies relating to Net Current Assets.

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)
\$1,328,114**

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



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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	21,041	100%	▲	Permanent	Increase in value of WALGA House Units/Shares x 3 @ \$999 CR - \$2,997. Plus community development grants \$4,460 and \$13,583.88
General Purpose Funding - Rates	2,948	0%			
General Purpose Funding - Other	699,977	345%	▲	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. Subsequently received 75% of 2022-23 grant \$613,275
Law, Order and Public Safety	5,817	16%	▲	Permanent	DFES Operating Grant reimbursement of over expenditure from 2020-2021.
Health	(50)	(13%)			
Education and Welfare	11,872	3%		Timing	Childcare Centre income \$22,076 more than expected at this time and Family Day Care Centre fees currently \$14,829 lower.
Housing	3,002	2%			
Community Amenities	(10,216)	(5%)		Timing	Income from sale of scrap \$2,690 more than expected at this time as was income from Refuse Site Fees (\$2,900). Offsetting this is lower than expected income (\$10,000 Contributions and Reimbursements, and \$4,340 Feral Pig Declared Species Fund)
Recreation and Culture	(6,281)	(6%)	▼	Timing/Permanent	An unbudgeted amount of \$3,300 was received categorised as Grants and Donations. Similarly, a \$5,000 grant was received for the Library. - both are permanent. Contributions and Donations down by 15,512 - Timing. Income from sale of history books was up by \$2,564 - Permanent
Transport	(78,251)	(82%)	▼	Permanent	Primarily relates to the unexpected Profit on Sale of Assets (grader \$24,082 and mower \$5,445) \$29,527 - permanent. Offset by lower than expected grant income - timing.
Economic Services	69,313	80%	▲	Timing	Largely the unbudgeted profit on sale of land and buildings 5 Marjidin way \$55,570 - Permanent
Other Property and Services	(8,802)	(15%)	▼	Permanent	Private works currently below budget expectations by \$15,725. 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	(14,114)	(9%)	▼	Timing/Permanent	Public relations costs \$28,000 higher than budget as community development costs allocated here, some activities being grant funded - Permanent. Partially offset by lower than expected strategic planning costs to date - Timing
General Purpose Funding	22,922	25%	▲	Timing	Mainly due to valuation expenses expected to be expended by this time (\$19,670). Valuations now completed - Timing
Law, Order and Public Safety	6,507	7%	▲	Timing	Fire prevention equipment purchases, vehicle maintenance, protective burning and communications repairs and maintenance costs lower than expected at this time (\$6,983)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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
Health	13,263	26%	▲	Timing/Permanent	Group Scheme expenditure (EHO) down by \$10,109 on expectations due change over of service provider this reduction could be permanent. Medical services costs were also down by \$3,177
Education and Welfare	81,100	19%	▲	Timing/Permanent	Childcare costs down (Family Day Care \$53,366 and Childcare Centre \$24,812) on expectations. Part of this is expected to be permanent.
Housing	4,982	3%		Timing	
Community Amenities	33,893	12%	▲	Timing	Costs generally down on expectations at this time. Sanitation down by \$17,841, Other by \$6,644 and protection of the environment by \$9,407,
Recreation and Culture	2,116	0%		Timing	
Transport	(6,724)	(1%)		Timing	
Economic Services	89,777	43%	▲	Permanent	Mainly due to Community Water Supply project (\$59,399) being reclassified as capital. Also Building control costs down by \$11,802 due to change over in service provider. Both will be largely permanent
Other Property and Services	(35,752)	(29%)	▼	Timing/Permanent	Expenditure on Private Works down by \$15,825 - permanent. Allocation of costs to works and services make up the balance of this variance, these costs should be fully allocated by year end
Investing Activities					
Grants, Subsidies and Contributions	208,300	1697%	▲	Timing	Mainly due to grants tied to works which are to be done
Proceeds from Disposal of Assets	683,825	100%	▲	Permanent	Primarily relates to sale of 5 Marjidin Way (\$480,000 - net of GST)
Capital Expenses	(612,534)	53%	▲	Timing	
Transfer to Reserves	(792)	(2641%)	▼	Timing	Reserve transfers traditionally actioned in June in order to allow for adjustments for unexpected revenue or expenditure.

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

**OPERATING ACTIVITIES
NOTE 3
CASH AND INVESTMENTS**

CASH AND INVESTMENTS

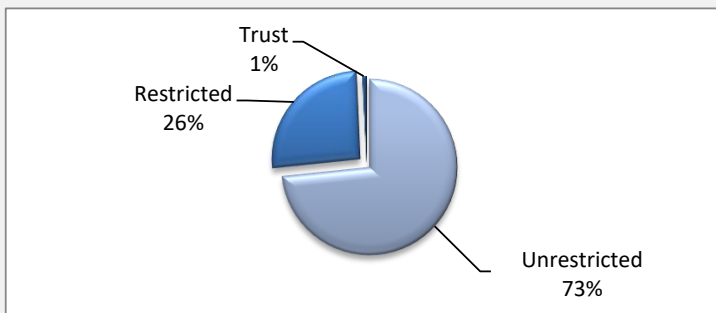
	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash & Floats	600			600		0.00%	On Hand
Cash Deposits							
Municipal Bank Account	234,234			234,234	ANZ	0.00%	At Call
Municipal Cash Investment	1,026,018			1,026,018	ANZ	0.05%	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	854,324			854,324	Treasury	0.05%	Overnight
Total	2,115,176	747,935	20,000	2,883,111			

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
\$2.88 M	\$2.12 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

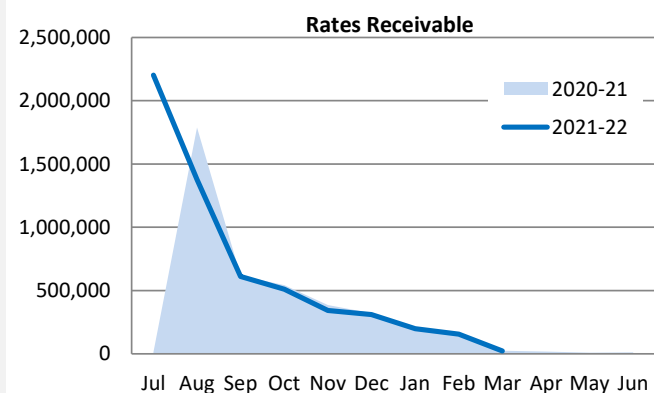
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2022**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Receivables - Rates Receivable	30 Apr 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	(2,219,122)	(2,153,953)
Net Rates Collectable	10,909	12,116
% Collected	99.51%	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.



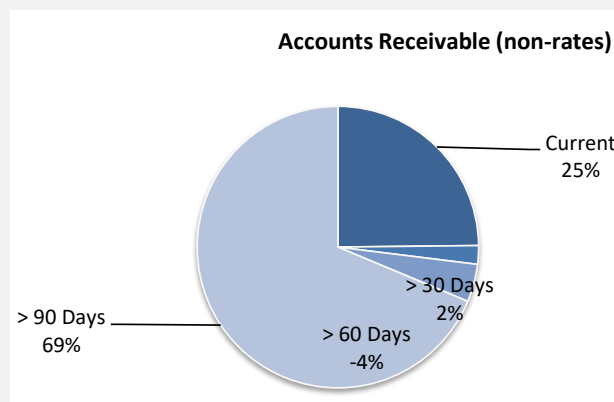
Collected	Rates Due
100%	\$10,909

Receivables - General	Current	> 30 Days	> 60 Days	> 90 Days
	\$	\$	\$	\$
Receivables - General	15,084	1,300	(2,632)	41,741
Percentage	27.18%	2.34%	-4.74%	75.22%
Total Receivables General Outstanding				55,493

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
\$55,493
Over 30 Days
72.82%
Over 90 Days
75.22%

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

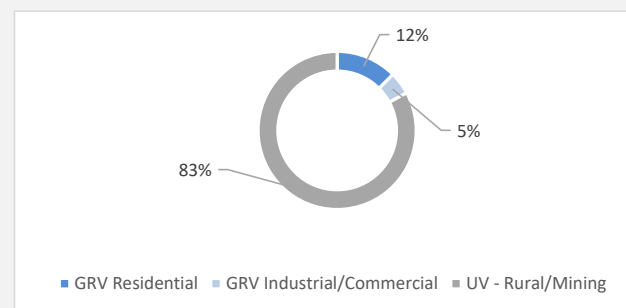
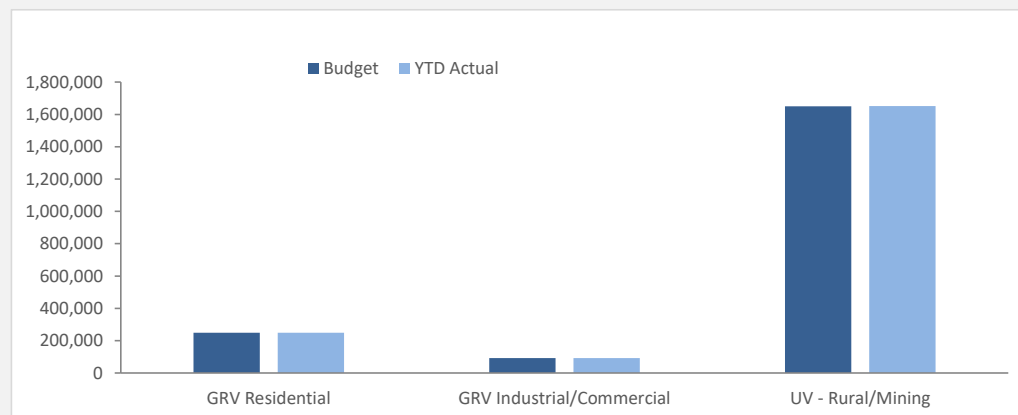
**OPERATING ACTIVITIES
NOTE 5
RATE REVENUE**

General Rate Revenue	Budget						YTD Actual				
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE	\$			\$	\$	\$	\$	\$	\$	\$	\$
General Rate											
GRV Residential	0.077340	147	1,854,082	143,395	0	0	143,395	143,395	(931)	0	142,464
GRV Industrial/Commercial	0.077340	23	1,034,496	80,008	0	0	80,008	80,008	997	0	81,005
UV - Rural/Mining	0.006090	241	255,822,000	1,557,956	0	0	1,557,956	1,558,848	997	0	1,559,845
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	1,064	0	1,993,274
Amount from General Rates							1,991,319				1,993,274
Ex-Gratia Rates							37,533				37,530
Total General Rates							2,028,852				2,030,804

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 30 APRIL 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL DETAILS**

Capital Acquisitions	Annual Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$
Land & Buildings	184,483	149,620	149,620	0
Plant & Equipment	476,000	428,740	459,820	(31,080)
Furniture & Equipment	57,000	54,239	52,239	2,000
Infrastructure - Roads	1,063,510	265,000	529,864	(264,864)
Parks, Gardens, Recreation Facilities	631,199	262,773	581,363	(318,590)
Capital Expenditure Totals	2,412,193	1,160,372	1,772,906	(612,534)

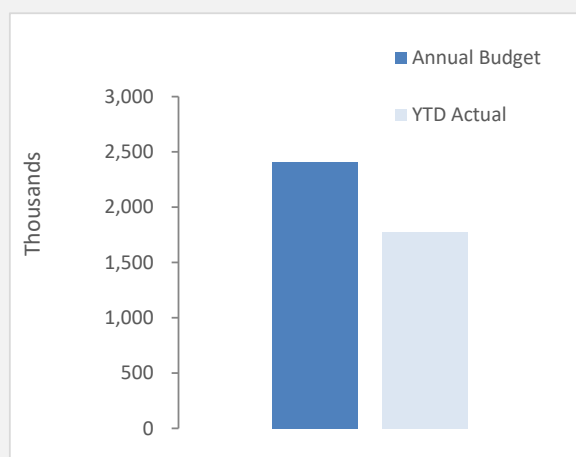
Capital Acquisitions Funded By:

	\$	\$	\$	\$
Capital grants and contributions	953,493	220,572	220,572	0
Borrowings	200,000	0	0	0
Other (Disposals & C/Fwd)	136,000	0	683,825	683,825
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	939,800	868,509	(71,291)
Capital Funding Total	2,412,193	1,160,372	1,772,906	612,534

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	\$1.77 M	73%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.22 M	23%

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)	11,239	20,208	8,969
Sale of 5 Marjin Way Williams				424,430	480,000	55,570
Sale of Land - Commissioner of Main Roads	0	0	0	0	0	0
	169,625	136,000	(33,625)	581,728	683,825	102,097

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
96%	Bushfire Infrastructure Develop		42,105	42,105	0
75%	Stock Water - emergency supply		47,974	47,974	0
	Land and Buildings Total	184,483	149,620	149,620	0
100%	Office Printer	7,000	7,000	5,000	2,000
100%	Office Server Replacement	50,000	47,239	47,239	0
	Furniture and Equipment Total	57,000	54,239	52,239	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
100%	4 x 2 Single Cab Hi Rise Ute - WL5826	27,000	0	31,080	(31,080)
	Plant & Equipment Total	476,000	428,740	459,820	(31,080)
95%	Project Grant - Congelin Narrogin Rd	158,526	0	150,604	(150,604)
50%	Project Grant - Quindanning Darkan Rd	281,700	0	57,724	(57,724)
10%	RTR - York Williams Rd	103,298	0	14,669	(14,669)
-	RTR - Clayton Rd	92,814	500	508	(8)
95%	Council - Brooking Street	124,500	124,500	102,630	21,870
95%	LRCI - Rosseloty Street	140,000	140,000	194,402	(54,402)
-	Council - Narrakine Rd	15,900	0	0	0
70%	Council - Pig Gully Rd	21,265	0	9,327	(9,327)
-	Council - Townsite Drainage	30,000	0	0	0
-	Council - Road Upgrades	95,506	0	0	0
	Roads Total	1,063,510	265,000	529,864	(264,864)
100%	Carpark - Lions Park	134,400	162,718	162,718	0
80%	Town Hall Park (Phase 1)	101,044	30,000	56,471	(26,471)
-	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	7,089	(2,089)
60%	Cemetery Gazebo - Williams	15,000	0	16,349	(16,349)
80%	Townscape Brooking Street (Phase 1)	18,463	2,600	7,885	(5,285)
40%	Entry Statements (Phase 2)	11,836	0	8,073	(8,073)
-	Playground Recreation Centre	20,000	0	0	0
100%	Depot Fuel Facility	65,000	0	75,336	(75,336)
100%	Synthetic Bowling Green	210,000	42,000	226,988	(184,988)
	Infrastructure - Other Total	631,199	262,773	581,363	(318,590)
	Capital Expenditure Total	2,412,193	1,160,372	1,772,906	(612,534)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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									
Loan #71 Mens Shed	100,000	0	0	19,715	19,715	80,285	80,285	681	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	12,818	12,818	159,915	159,915	10,802	10,802
Loan #66 Industrial Land	128,210	0	0	12,856	12,856	115,354	115,354	5,214	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	77,215	88,492	516,184	504,907	19,645	22,070
Self supporting loans									
<u>Recreation and Culture</u>									
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	200,000	200,000	0	0
	107,023	0	200,000	107,023	107,023	200,000	200,000	9,143	8,901
Total	700,422	0	200,000	184,238	195,515	716,184	704,907	28,788	30,971

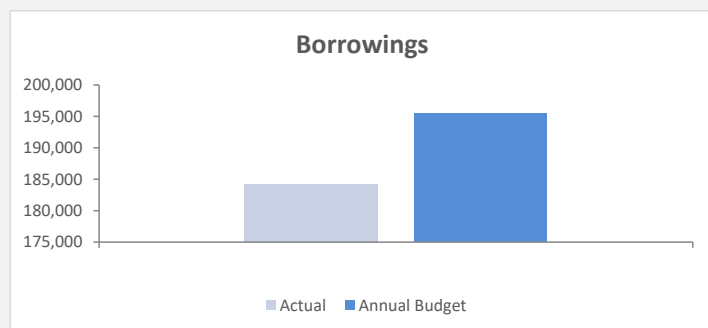
All debenture repayments were financed by general purpose revenue.

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
\$184,238**

**Interest Earned
\$1,204**

**Interest Expense
\$28,788**

**Reserves Bal
\$747,935**

**Loans Due
\$716,184**

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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 30-Apr						
GENERAL PURPOSE FUNDING					\$	\$	\$	\$	\$	\$
Equalisation Grant	0	0	0	0	108,796	0	108,796	0	436,243	(327,447)
Local Road Grant	0	0	0	0	140,340	0	140,340	0	453,332	(312,992)
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	34,049	(6,701)
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	12,101	1,399
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	(116,300)	0	116,300	0	0	116,300	116,300	0
Roads to Recovery	0	0	0	0	196,112	0	0	196,112	92,000	104,112
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	34,319	18,933
TOTALS	122,634	117,394	(122,634)	117,394	1,568,183	0	614,690	953,493	1,409,879	158,304

KEY INFORMATION

Operating	Annual Budget	YTD Actual	% Received
	\$.61 M	\$1.19 M	193%
Non- Operating	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.22 M	23%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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	Amount	Amount	Closing Balance
	1 Jul 21	Received	Paid	30 Apr 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 30 APRIL 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)	

8.2 Office of the Chief Executive Officer**8.2.1 Development Application- Sheds on Lot 237 (138) Narrogin Road, Williams**

File Reference	10.60.15
Statutory Ref.	Shire of Williams Town Planning Scheme No.2, <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>
Author & Date	Geoff McKeown 12 May 2022
Attachments	Nil

Background

In June 2020 Council considered a development application to construct a 10m x 16m workshop shed and a 7.5m x 14m storage shed on Lot 237 (138) Narrogin Road, Williams. Following a period of public consultation Council made the following determination:

Council Resolution**Carne/Harding**

That Council approve the development application submitted by Mr Terry Tyler for the construction of two (2) sheds on Lot 237 (138) Narrogin Road, Williams, subject to the following conditions:

1. *Noting the reduced front setback of eight (8) metres and rear setback of five (5) metres is a variation to minimum setback requirements for the industrial zone as contained in the Shire of Williams Town Planning Scheme No.2;*
2. *Cladding on both buildings will be Colorbond material;*
3. *The owner is to maintain the lot with flammable material not exceeding the minimum requirements of the Shire of Williams Firebreak Notice;*
4. *The owner is to obtain a building permit for the proposed sheds that will be the subject of a separate Council approval;*
5. *A crossover is to be installed on Carne Street to the Shire's satisfaction, having regard to the verge drainage and subject to the provisions of Council's Crossover Policy;*
6. *Development is to be undertaken strictly in accordance with approved plans presented to Council and any statutory requirement applicable to the development, noting the larger 10m x 16m workshop shed may be moved a further one (1) metre towards the Carne Street boundary creating a three (3) metre setback from the adjacent property; and*
7. *Stormwater to be disposed of to the Shire's satisfaction.*

**Carried 8/1
Resolution 164/20**

Comment

The 10m x 16m workshop shed has been constructed in accordance with the development approval.

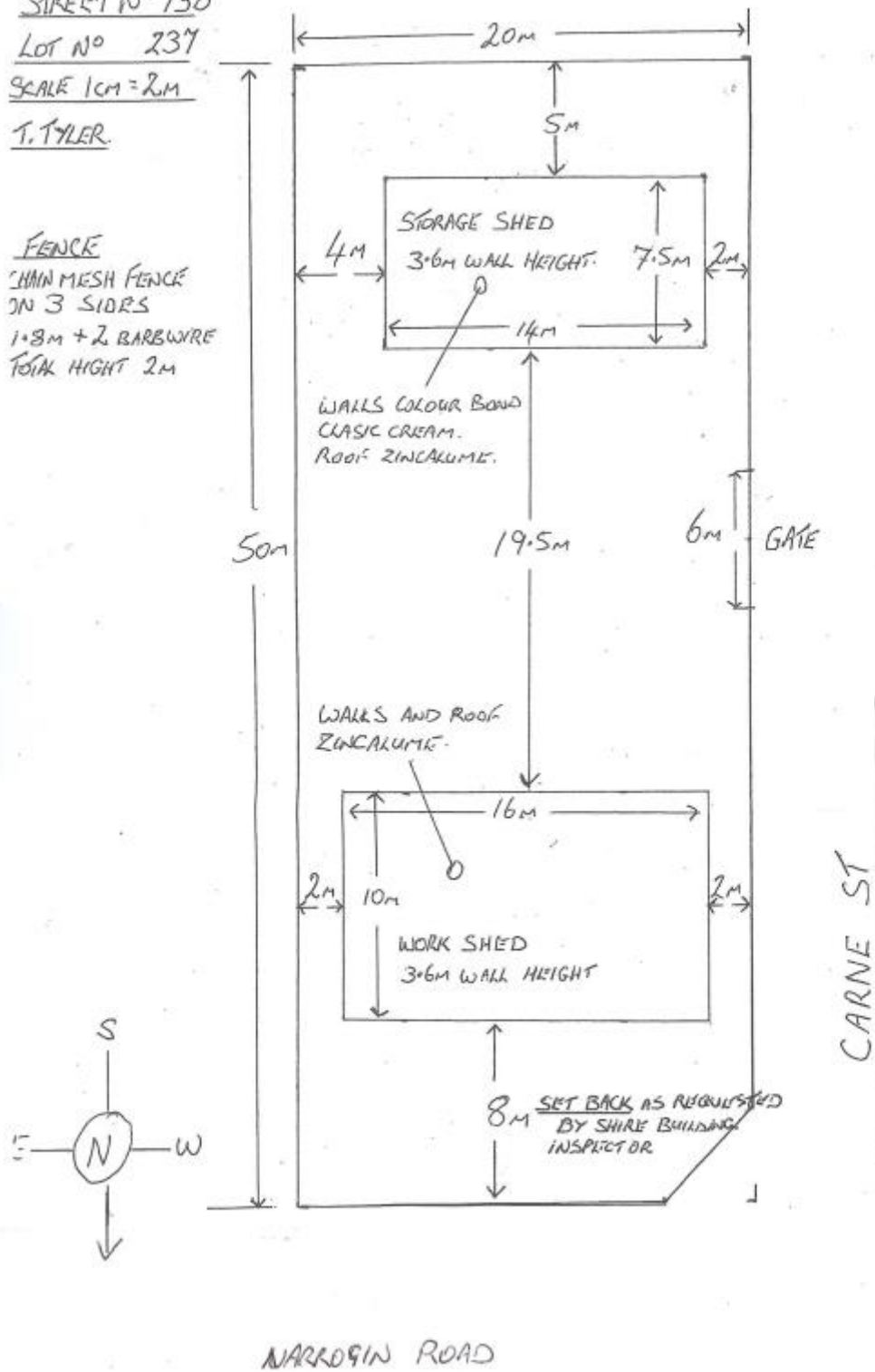
The owner is now seeking a variation to the original development approval to:

1. Enlarge the size of the storage shed from the approved 7.5m x 14m size to have the dimensions of 9m x 15m;
2. Add a 3m wide lean-to on the eastern side of the storage shed; and
3. Install a limestone retaining wall to a maximum height of 750mm.

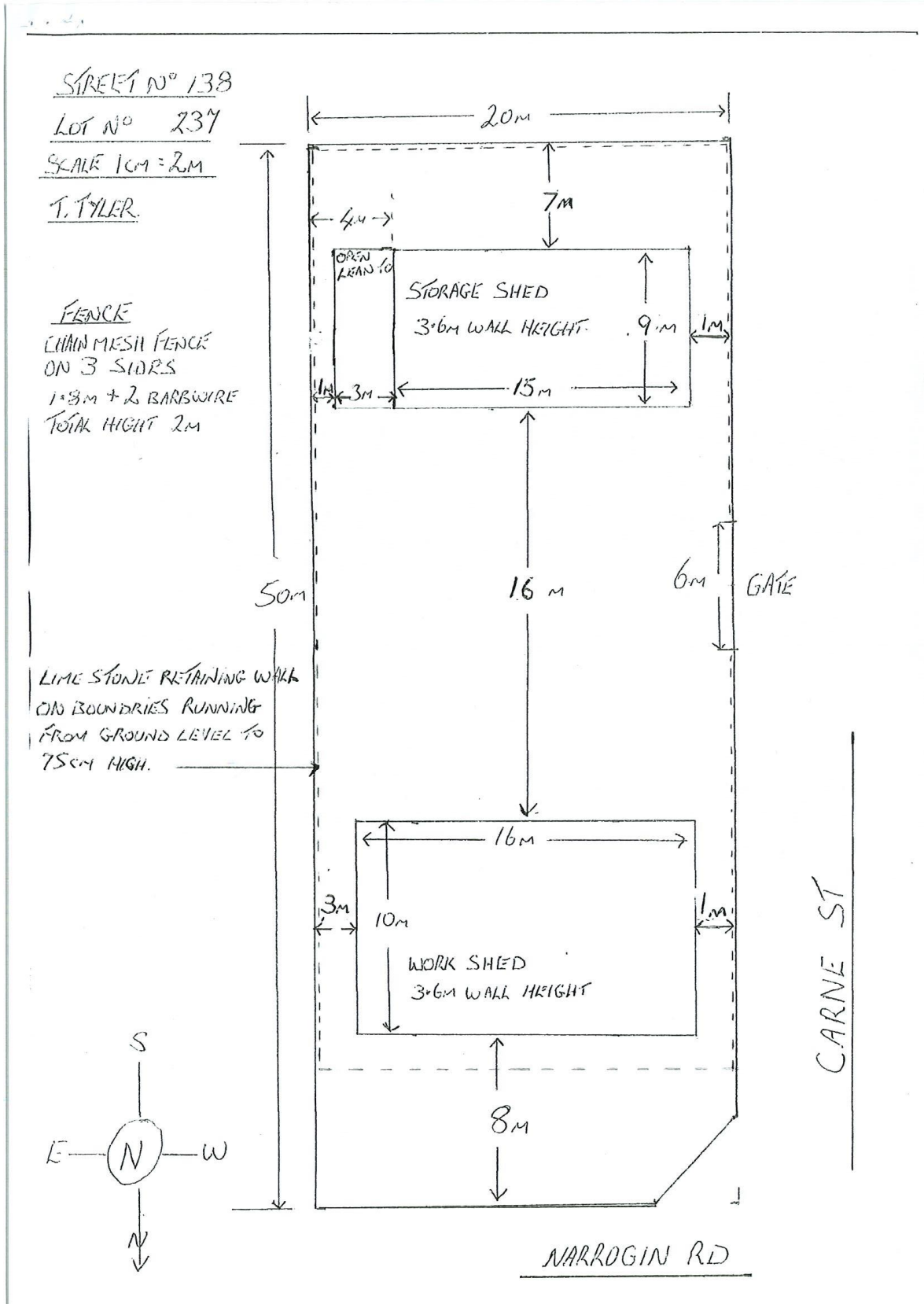
A revised development site plan has been submitted. Below is the original site plan followed by the revised site plan.

STREET N° 138
LOT N° 237
SCALE 1CM = 2M
T. TYLER

FENCE
CHAIN MESH FENCE
ON 3 SIDES
1.8M + 2 BAREWIRE
TOTAL HIGHT 2M



Original Site Plan



Revised Site Plan

The original planning approval, granted in June 2020, referred to the development being strictly in accordance with the approved plans. As such the landowner is now seeking approval for the revised plans, and to amend that condition.

An amendment to an existing approval can be considered under Clause 77(1) of the Planning and Development (Local Planning Schemes) Regulations 2015.

In addition, the landowner is seeking approval for a limestone retaining wall. It is partially installed as can be seen in the following photos which shows the constructed workshop shed. In accordance with the Residential Design Codes, development satisfies the deemed-to-comply requirements when retaining walls are not more than 500mm above or below the natural ground level. The Residential Design Codes apply to properties in the 'residential' zone under the Shire's local planning scheme.

This lot is zoned 'industrial' and is therefore not subject to the Residential Design Code. However, it would be beneficial for Council to acknowledge the request for approval of the retaining wall should it be subject to building permit approval.



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 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

The Applicant has paid a fee of \$224.00 for consideration of the original development application.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council, having noted the previous planning approval granted on the 17 June 2020, approves the development application submitted by Mr Terry Tyler for the construction of two (2) sheds on Lot 237 (138) Narrogin Road, Williams, subject to the following conditions:

1. Noting the reduced front setback of eight (8) metres and rear setback of seven (7) metres is a variation to minimum setback requirements for the industrial zone as contained in the Shire of Williams Town Planning Scheme No.2;
2. Cladding on both buildings will be Colorbond material;
3. The owner is to maintain the lot with flammable material not exceeding the minimum requirements of the Shire of Williams Firebreak Notice;
4. The owner is to obtain a building permit for the proposed sheds that will be the subject of a separate Council approval;
5. A crossover is to be installed on Carne Street to the Shire's satisfaction, having regard to the verge drainage and subject to the provisions of Council's Crossover Policy;
6. Development is to be undertaken strictly in accordance with revised plans presented to Council and any statutory requirement applicable to the development, noting the larger 10m x 16m workshop shed has a one (1) metre setback from Carne Street and a three (3) metre setback from the adjacent property and the 9m x 15m storage shed has a one (1) metre setback from Carne Street and includes a lean-to which has a one (1) metre setback from the adjacent property; and
7. Stormwater to be disposed of to the Shire's satisfaction.

Officer's Recommendation

That Council approves the installation of a limestone retaining wall, not exceeding a height of 750mm above natural ground level, on Lot 237 (138) Narrogin Road, Williams.

Council Resolution

Price/Harding

That Council, having noted the previous planning approval granted on the 17 June 2020, approves the development application submitted by Mr Terry Tyler for the construction of two (2) sheds on Lot 237 (138) Narrogin Road, Williams, subject to the following conditions:

1. Noting the reduced front setback of eight (8) metres and rear setback of seven (7) metres is a variation to minimum setback requirements for the industrial zone as contained in the Shire of Williams Town Planning Scheme No.2;
2. Cladding on both buildings will be Colorbond material;
3. The owner is to maintain the lot with flammable material not exceeding the minimum requirements of the Shire of Williams Firebreak Notice;
4. The owner is to obtain a building permit for the proposed sheds that will be the subject of a separate Council approval;
5. A crossover is to be installed on Carne Street to the Shire's satisfaction, having regard to the verge drainage and subject to the provisions of Council's Crossover Policy;
6. Development is to be undertaken strictly in accordance with revised plans presented to Council and any statutory requirement applicable to the development, noting the larger 10m x 16m workshop shed has a one (1) metre setback from Carne Street and a three (3) metre setback from the adjacent property and the 9m x 15m storage shed has a one (1) metre setback from Carne Street and includes a lean-to which has a one (1) metre setback from the adjacent property; and
7. Stormwater to be disposed of to the Shire's satisfaction.

**Carried 7/2
Resolution 125/22**

Council Resolution

Price/Cowcher

That Council approves the installation of a limestone retaining wall, not exceeding a height of 750mm above natural ground level, on Lot 237 (138) Narrogin Road, Williams.

Carried 9/0
Resolution 126/22

8.2.2 Bushfire Risk Mitigation Coordinator

File Reference	5.10.6
Statutory Ref.	Nil
Author & Date	Geoff McKeown 12 May 2022
Attachments	Attachment 1 – Bushfire Risk Mitigation Coordinator Proposal and draft Agreement

Background

The Department of Fire & Emergency Services (DFES) has invited the Shire of Williams 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 had access to a Bushfire Risk Planning Coordinator who assisted the Shire in writing a Bushfire Risk Management Plan.

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 DFES, a Bushfire Risk Mitigation Coordinator (BRMC) position has been developed and trialled with positive outcomes. Starting in the 2022-2023 financial year, the DFES Upper Great Southern Region has been allocated a BRMC, with more coming on board in later years. It hopes that shires will share a BRMC and has confirmed interest from the Shire of Boddington for five (5) day per fortnight and the Shire of Wandering for two and a half (2.5) days per fortnight.

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.

This matter was first considered by Council at the March 2022 Ordinary Council Meeting where the following resolution was passed:

Council Resolution**Panizza/Baker**

That Council defer making a decision on offering 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 pending further information on the mitigation projects that could be undertaken during the period of the agreement.

Carried 9/0
Resolution 103/22

In consideration of the earlier Council resolution, the following projects could be considered for funding:

1. Further mitigation in the reserves that incorporate the Cemetery, Wastewater Treatment Plant and Waste Site. The work could include widening of the fire breaks and access tracks with a 1.5m mulched areas both sides of the track increasing the fire breaks to a 6m wide break and allowing the safe movement of fire trucks and equipment during a fire in this location. This will also allow for mitigation burns to be used in the area to reduce the risk of a larger scale fire. The funding that could be available to this is approximately \$10,000 for mechanical works per hectare. As this area of works is 2.4ha there is the ability to seek fund of approximately **\$24,000**.
2. This area could also have mitigation burns done to reduce the fuel loads over a 3-year period (i.e. break up into 20-hectare cells and burn on a rotation). If all this area was to have mitigation burns done the total area is over 100 hectares. DFES estimates the cost of planned burns being up to \$1,500 per hectare. A combined total cost over three years could be **\$150,000**.
3. Mechanical works (mulching, slashing, etc.) around the bridges to reduce fuel load. Five (5) bridges at \$5,000 will be **\$25,000**.
4. Mobile phone and communication towers. Whilst not on shire managed land they can be assessed, and mitigation work undertaken in co-operation with landowner and asset manager.

Another role for the BRMC is to assist individual landowners to undertake their own bushfire risk mitigation activities. The Asset Risk Register developed to accompany the Shire's Bushfire Risk Management Plan includes properties that have risk ratings as high as extreme. Landowners can access the experience and resources of the BRMC to help them with their individual plans.

The average annual cost of the BRMC position over the 3 years of the programme would be approximately \$10,000 per allotted day. If the Shire of Williams takes on the role for 2.5 days per fortnight, the cost will average \$25,000 per annum.

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 supports entering into an agreement with the Department of Fire & Emergency Services and neighbouring 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 time allocation and level of financial contribution.

Motion lapsed for want of a Mover.

Cr Carne left the Meeting at 5.03pm.

Cr Cowcher declared an indirect financial interest in the following item 8.2.3 Development Application – Retaining Wall Lot 43 (4) Fry St, Williams. The nature of her interest relates to the Applicant being a close relative of Cr Cowcher.

Cr Cowcher left the Meeting at 5.05pm



Bushfire Risk Mitigation Coordinator

Shire of Williams

Background

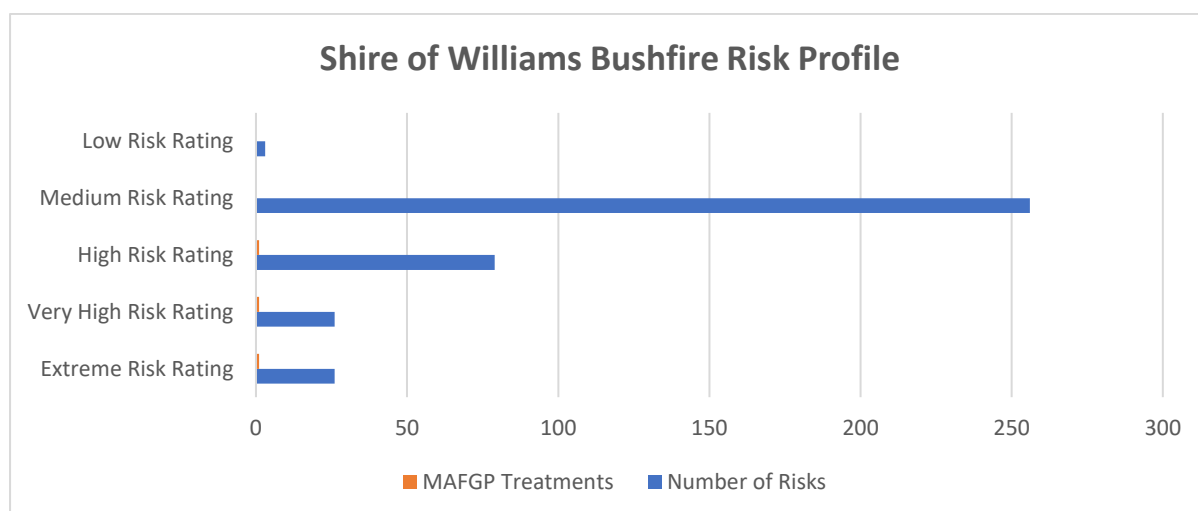
The Bushfire Risk Management (BRM) program involves the identification and mitigation of bushfire risks within local government areas. Through the development and implementation of LG BRM Plans stakeholders are expected to work together to effectively manage bushfire risk to protect local communities 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.

8.2.3 Development Application- Retaining Wall Lot 43 (4) Fry Street, Williams

File Reference	10.60.15
Statutory Ref.	Shire of Williams Town Planning Scheme No.2
Author & Date	Geoff McKeown 13 May 2022
Attachments	Nil

Background

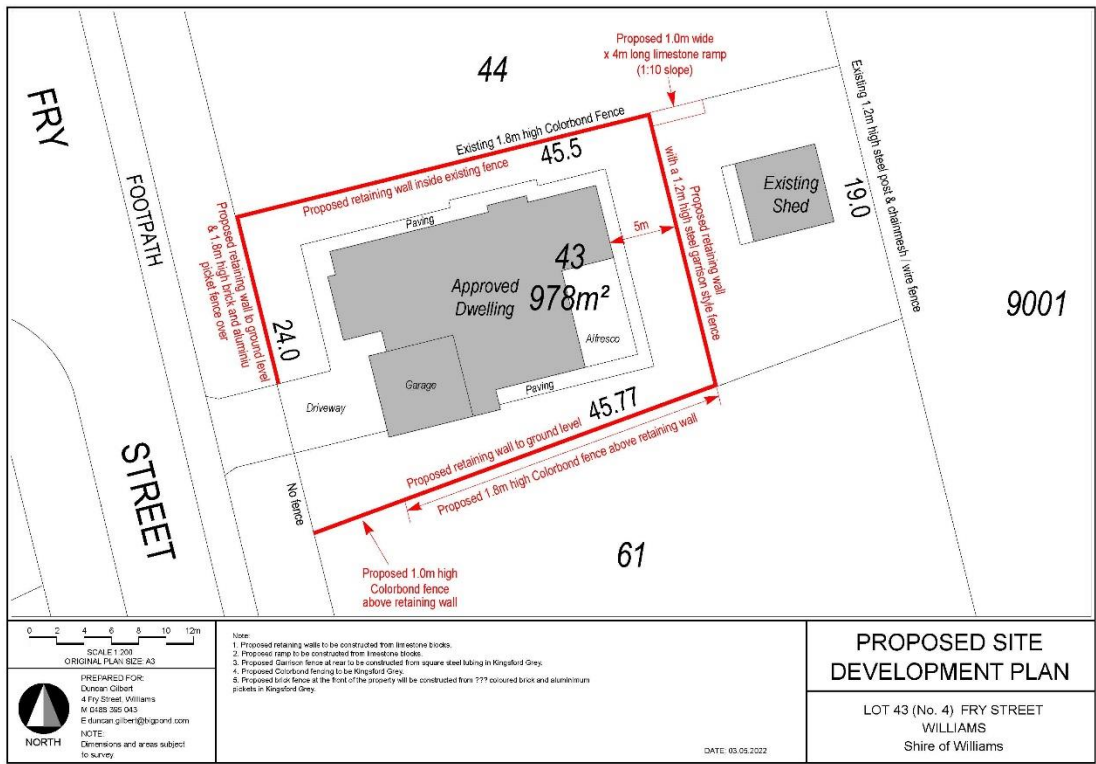
The Shire has issued a Building Permit for a new dwelling on Lot 43 (4) Fry Street, Williams. The Owner is now seeking development approval for a retaining wall and fence on the property.

Comment

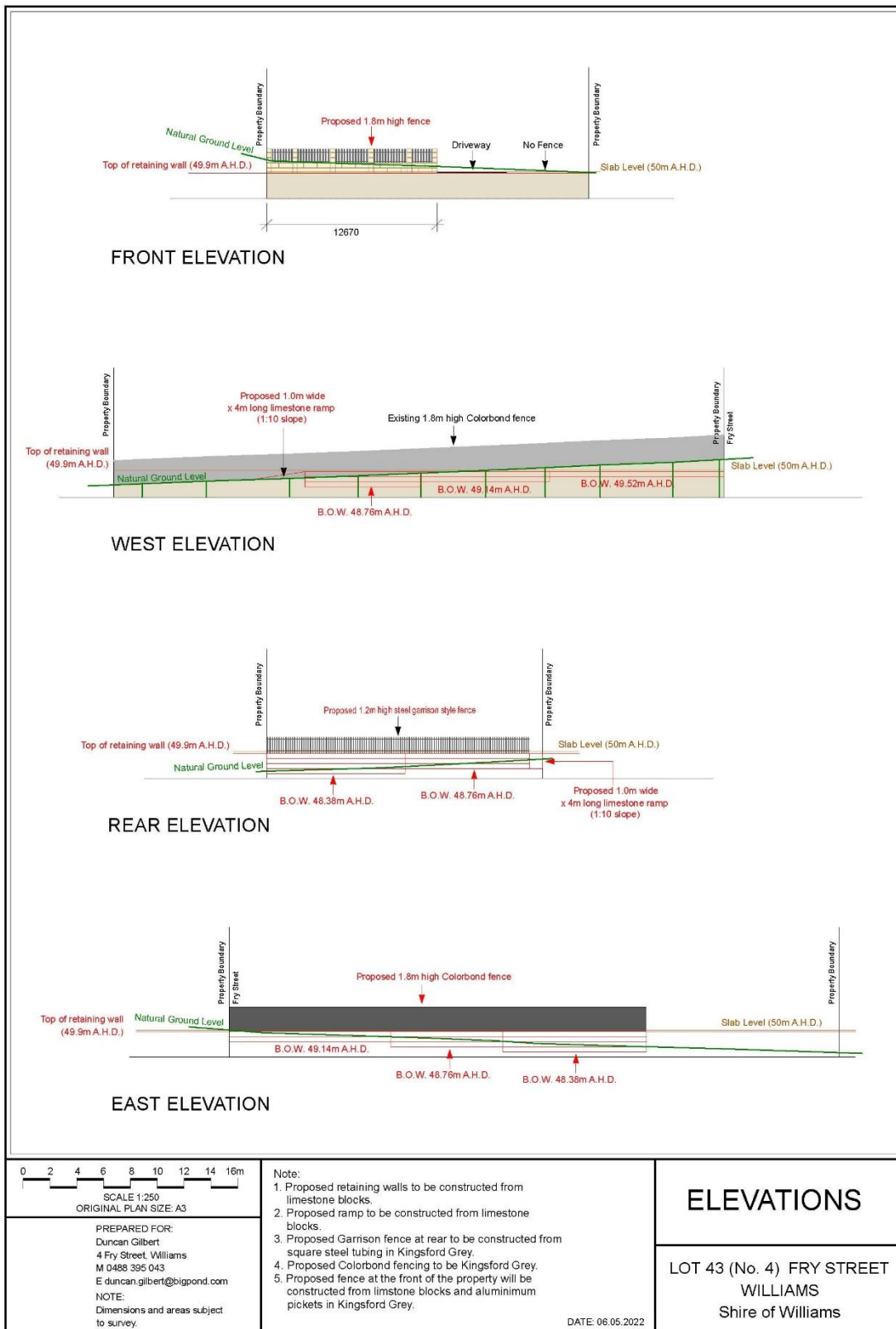
The natural ground level for this lot slopes away from Fry Street towards the rear of the property. Engineering drawings have been provided showing the height of the limestone block retaining wall, along with elevations to indicate the height of the fence that will be erected on the retaining wall.

In accordance with the Residential Design Codes, development satisfies the deemed-to-comply requirements when retaining walls are not more than 500mm above or below the natural ground level. The Residential Design Codes apply to properties in the 'residential' zone under the Shire's local planning scheme.

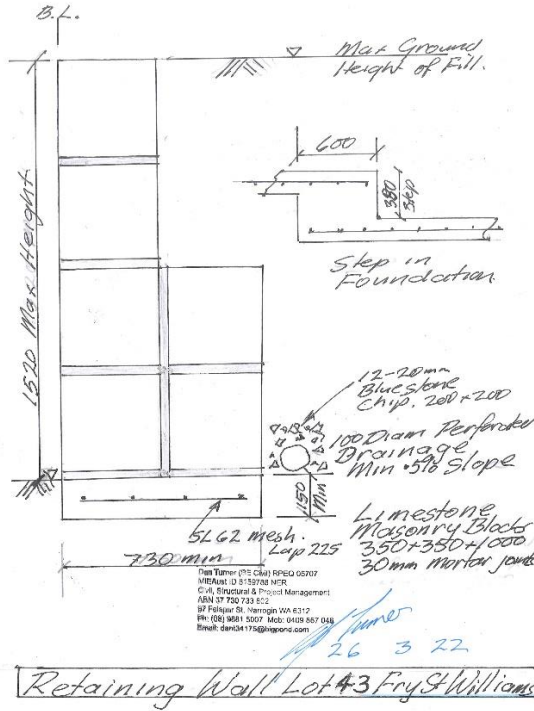
The following are plans provided with the application.



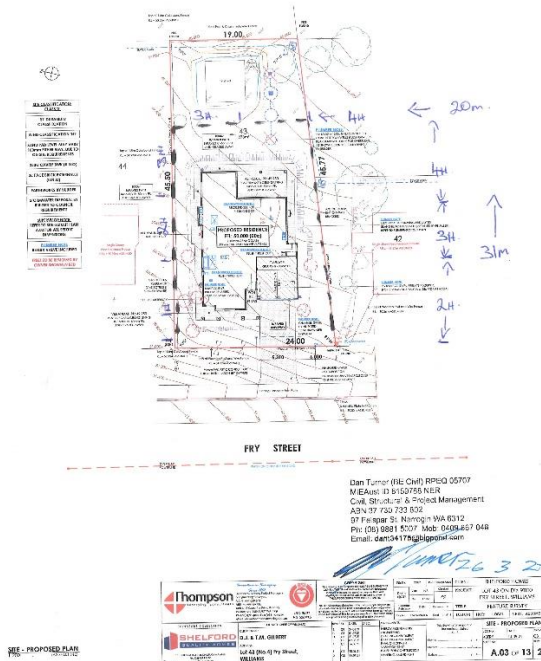
Development Site Plan



Elevations



Structural Certification



Structural Certification

The Applicant has provided letters from neighbours on Fry Street to support the application. They are copied below:

6 Fry Street,
Williams,
WA. 6391
08 9885 1505
marigwelch@westnet.com.au

To whom it may concern

I, Marilyn Welch, give permission for a retaining wall to be built along the side of the fence, dividing the two properties, of myself and Duncan Gilbert.

Yours Sincerely,
Marilyn Welch.

M. D. Welch. 9.4.2022

RE-DUNCAN GILBERT (LOT 43
FRY STREET
WILLIAMS 6391

9th April 2022.

TO LIZ BUSHBY
TOWN PLANNING
WILLIAMS 6391.

TO WHOM IT MAY CONCERN.

I AM WRITING TO give Duncan Gilbert
PERMISSION TO build a Retaining wall
AROUND HIS New House ON Lot 43 - Fry Street
WILLIAMS (WA) 6391 - which joins
my property Lot 63 Fry Street.
WILLIAMS (WA) 6391

Yours Sincerely
Kaye Gilbert.
K.L. Gilbert.

PHONE Mobile 0428851197

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 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

The Applicant will pay a development application fee of \$147.00.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council approve the installation of a limestone retaining wall and fence on Lot 43 (4) Fry Street, Williams subject to the construction being in accordance with the approved plans presented to Council.

Council Resolution

Major/Price

That Council approve the installation of a limestone retaining wall and fence on Lot 43 (4) Fry Street, Williams subject to the construction being in accordance with the approved plans presented to Council.

**Carried 7/0
Resolution 127/22**

Cr Cowcher returned to the Meeting at 5.06pm.

8.2.4 Use of Common Seal and Actions Performed Under Delegated Authority

File Reference	4.50.60
Statutory Ref.	Sections 5.42 and 9.49A <i>Local Government Act 1995</i>
Author & Date	Geoff McKeown 13 May 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 Building Permits – Delegation 2.1.1**

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

Action – Building Permit(s) issued for the Month of April 2022:

Permit Number	Owner	Address	Description
477	R & S Duff	Lot 60 (24) Eddington Road, Williams	Shed

- **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 Level 1 Fire Awareness Training sessions on 5 April 2022. The applicable hire fee was \$47.00, 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. \$275,000.00 from the Cash Management Account to the Municipal Fund for the payment of creditors on 1 April 2022.

2. \$1,000,000.00 from the Municipal Fund to the Cash Management Account to invest available funds on the 28 April 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 Permits. The waiver of fees amounted to \$47.00 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 April 2022.

Council Resolution

Harding/Major

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

**Carried 8/0
Resolution 128/22**

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

There being no further business for discussion the President, Cr Logie, declared the Meeting closed at 5.15pm.