



SHIRE OF WILLIAMS

AGENDA

ORDINARY COUNCIL MEETING
WEDNESDAY 20 MAY 2020



NOTICE OF ORDINARY MEETING OF COUNCIL

Dear Elected Member & Community Members,

You are respectfully advised the next Ordinary Meeting of the Shire of Williams will be held on Wednesday 20 May 2020, in the Shire of Williams RSL Hall, commencing at 3.30 pm.

Geoff McKeown
Chief Executive Officer

DISCLAIMER

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

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

SHIRE OF WILLIAMS STRATEGIC COMMUNITY PLAN 2017-2032

ECONOMIC

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

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

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

SOCIAL AND CULTURAL

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

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

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

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

LAND USE & ENVIRONMENT

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

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

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

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

CIVIC LEADERSHIP

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

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

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

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

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AGENDA

1.0 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

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

2.0 RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE

Elected Members

Cr Jarrad Logie - President
Cr Natalie Major - Deputy President
Cr Moya Carne
Cr Gil Medlen
Cr Simon Harding
Cr Alex Watt
Cr Bob Baker
Cr Tracey Price
Cr Bernie Panizza

Staff

Geoff McKeown - Chief Executive Officer
Cara Ryan - Manager of Finance

Manuela Lenehan - Minute Taker

Visitors – Nil
Apologies - Nil
Leave of Absence – Nil

3.0 PUBLIC QUESTION TIME

4.0 PETITIONS / DEPUTATIONS / PRESENTATIONS

5.0 DECLARATIONS OF INTEREST

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

6.0 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

6.1 ORDINARY COUNCIL MEETING HELD 15/04/2020

Officer's Recommendation

That the Minutes of the Ordinary Meeting held 15/04/2020, as previously circulated, be confirmed as a true and accurate record.

7.0 ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

8.0 MATTERS WHICH REQUIRE DECISIONS

8.1 OFFICE OF THE CHIEF EXECUTIVE OFFICER

8.1.1 NATIONAL REDRESS SCHEME (PARTICIPATION OF WA LOCAL GOVERNMENTS)

File Reference	4.50.00
Statutory Ref.	<i>National Redress Scheme for Institutional Child Sexual Abuse Act 2018 (Cth)</i>
Author & Date	Department of Local Government, Sport and Cultural Industries 17 April 2020
Attachments	National Redress Scheme - DLGSC Information Paper

Background

The Royal Commission into Institutional Responses to Child Sexual Abuse (Royal Commission) was established in 2013 to investigate failures of public and private institutions to protect children from sexual abuse. The Royal Commission released three reports throughout the inquiry:

- Working with Children Checks (August 2015);
- Redress and Civil Litigation (September 2015); and
- Criminal Justice (August 2017).

The Royal Commission's Final Report (15 December 2017) incorporated findings and recommendations of the three previous reports and contained a total of 409 recommendations, of which 310 are applicable to the Western Australian Government and the broader WA community.

The implications of the Royal Commission's recommendations are twofold: the first is accountability for historical breaches in the duty of care that occurred before 1 July 2018 within any institution; the second is future-facing, ensuring better child safe approaches are implemented holistically moving forward.

The scope of this report addresses only the historical element of institutional child sexual abuse through the National Redress Scheme.

All levels of Australian society (including the WA local government sector and the Shire of Williams) will be required to consider leading practice approaches to child safeguarding separately in the future.

National Redress Scheme

The Royal Commission's Redress and Civil Litigation (September 2015) Report recommended the establishment of a single National Redress Scheme (the Scheme) to recognise the harm suffered by survivors of institutional child sexual abuse.

The Scheme acknowledges that children were sexually abused, recognises the suffering endured, holds institutions accountable and helps those who have been abused access counselling, psychological services, an apology and a redress payment.

The Scheme commenced on 1 July 2018, will run for 10 years and offers eligible applicants three elements of Redress:

- A direct personal response (apology) from the responsible institution, if requested;
- Funds to access counselling and psychological care; and
- A monetary payment of up to \$150,000.

All State and Territory Governments and many major non-government organisations and church groups have joined the Scheme.

The WA Parliament has passed the legislation for the Government and WA based non-government organisations to participate in the National Redress Scheme.

The Western Australian Government (the State) started participating in the Scheme from 1 January 2019.

Under the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth), local governments may be considered a State Government institution.

A decision was made at the time of joining the Scheme to exclude WA local governments from the State Government's participation declaration. This was to allow consultation to occur with the sector about the Scheme, and for fuller consideration of how the WA local government sector could best participate.

Comment

Following extensive consultation, the State Government (December 2019):

- Noted the consultations undertaken to date with the WA local government sector about the National Redress Scheme;
- Noted the options for WA local government participation in the Scheme;
- Agreed to local governments participating in the Scheme as State Government institutions, with the State Government covering payments to the survivor; and
- Agrees to the Department of Local Government, Sport and Cultural Industries (DLGSC) leading further negotiations with the WA local government sector regarding local government funding costs, other than payments to the survivor including counselling, legal and administrative costs.

The following will be covered for local governments participating in the Scheme as a State Government institution and part of the State's declaration:

- Redress monetary payment provided to the survivor;
- Costs in relation to counselling, legal and administration (including the coordination of requests for information and record keeping in accordance with the *State Records Act 2000*); and

- Trained staff to coordinate and facilitate a Direct Personal Response (DPR – Apology) to the survivor if requested (on a fee for service basis with costs to be covered by the individual local government – see below for further explanation).

State Government financial support for local government participation in the Scheme, as set out, will ensure that Redress is available to as many WA survivors of institutional child sexual abuse as possible.

Individual local governments participating in the Scheme as a State Government institution, with the State will be responsible for:

- Providing the State with the necessary (facilities and services) information to participate in the Scheme;
- Resources and costs associated with gathering their own (internal) information and providing that information (Request for Information) to the State (if they receive a Redress application); and
- Costs associated with the delivery of a DPR (apology), if requested (based on a standard service fee, plus travel and accommodation depending on the survivor's circumstance). The State's decision includes that all requested DPR's will be coordinated and facilitated by the Redress Coordination Unit – Department of Justice, on every occasion.

The WALGA State Council meeting of 4 March 2020:

1. Acknowledged the State Government's decision to include the participation of Local Governments in the National Redress Scheme as part of the State's declaration;
2. Endorsed the negotiation of a Memorandum of Understanding and Template Service Agreement with the State Government, and
3. Endorsed by Flying Minute the Memorandum of Understanding prior to execution, in order to uphold requirements to respond within legislative timeframes.

The State and WALGA will sign a Memorandum of Understanding to reflect the principles of WA local governments participating in the Scheme as State Government institutions and being part of the State's declaration.

State agencies (led by DLGSC), WALGA and Local Government Professionals WA will support all local governments to prepare to participate in the Scheme from 1 July 2020 (or earlier, subject to completing the necessary arrangements).

The State's decision allows for the WA Government's Scheme participation declaration to be amended to include local governments and this report seeks endorsement of the Shire of Williams' participation in the Scheme.

As an independent entity and for absolute clarity, it is essential that the Shire of Williams formally indicates via a decision of Council, the intention to be considered a State

Government institution (for the purposes on the National Redress Scheme) and be included in the WA Government's amended participation declaration.

The Shire of Williams will not be included in the State's amended declaration, unless it formally decides to be included.

The financial and administrative coverage offered by the State will only be afforded to WA local governments that join the Scheme as a State Government institution, as part of the State's amended declaration.

The option also exists for the Shire of Williams to formally decide not to participate in the Scheme (either individually or as part of the State's declaration).

Should the Shire of Williams formally decide (via a resolution of Council) not to participate with the State or in the Scheme altogether, considerations for the Shire of Williams include:

- Divergence from the Commonwealth, State, WALGA and the broader local government sector's position on the Scheme (noting the Commonwealth's preparedness to name-and-shame non-participating organisations).
- Potential reputational damage at a State, sector and community level.
- Complete removal of the State's coverage of costs and administrative support, with the Shire of Williams having full responsibility and liability for any potential claim.
- Acknowledgement that the only remaining method of redress for a victim and survivor would be through civil litigation, with no upper limit, posing a significant financial risk to the Shire of Williams.

Considerations for the Shire of Williams

Detailed below is a list of considerations for the Shire of Williams to participate in the Scheme:

1. Executing a Service Agreement

All Royal Commission information is confidential, and it is not known if the Shire of Williams will receive a Redress application. A Service Agreement will only be executed if the Shire of Williams receives a Redress application.

The Shire of Williams needs to give authority to an appropriate position / officer to execute a service agreement with the State, if a Redress application is received. Timeframes for responding to a Request for Information are 3 weeks for priority applications and 7 weeks for non-priority applications. A priority application timeframe (3 weeks) will be outside most Council meeting cycles and therefore it is necessary to provide the authorisation to execute an agreement in advance.

2. Reporting to Council if / when an application is received

Council will receive a confidential report, notifying when a Redress application has been received. All information in the report will be de-identified but will make Council aware that an application has been received.

3. Application Processing / Staffing and Confidentiality

Administratively the Shire of Williams will determine:

- Which position(s) will be responsible for receiving applications and responding to Requests for Information;
- Support mechanisms for staff members processing Requests for Information.

The appointed person(s) will have a level of seniority in order to understand the magnitude of the undertaking and to manage the potential conflicts of interest and confidentiality requirements

4. Record Keeping

The State Records Office advised (April 2019) all relevant agencies, including Local Governments, of a 'disposal freeze' initiated under the *State Records Act 2000* (the Act) to protect past and current records that may be relevant to actual and alleged incidents of child sexual abuse. The Shire of Williams' record keeping practices as a result, have been modified to ensure the secure protection and retention of relevant records. These records (or part thereof) may be required to be provided to the State's Redress Coordination Unit in relation to a Redress application.

The Redress Coordination Unit (Department of Justice) is the state record holder for Redress and will keep copies of all documentation and RFI responses. Local Governments will be required to keep their own records regarding a Redress application in a confidential and secure manner, and in line with all requirements in *The Act*.

5. Redress Decisions

The Shire of Williams should note that decisions regarding Redress applicant eligibility and the responsible institution(s), are made by Independent Decision Makers, based on the information received by the applicant and any RFI responses. The State Government and the Shire of Williams do not have any influence on the decision made and there is no right of appeal.

Consultation

The State, through the Department of Local Government, Sport and Cultural Industries (DLGSC), consulted with the WA local government sector and other key stakeholders on the Royal Commission into Institutional Responses to Child Sexual Abuse (in 2018) and the National Redress Scheme (in 2019).

The consultation throughout 2019 has focused on the National Redress Scheme with the aim of:

- raising awareness about the Scheme;

- identifying whether WA local governments are considering participating in the Scheme;
- identifying how participation may be facilitated; and
- enabling advice to be provided to Government on the longer-term participation of WA local governments.

Between March and May 2019, DLGSC completed consultations that reached 115 out of 137 WA local governments via:

- Webinars to local governments, predominately in regional and remote areas;
- Presentations at 12 WALGA Zone and Local Government Professional WA meetings;
- Responses to email and telephone enquiries from individual local governments.

It was apparent from the consultations local governments were most commonly concerned about the:

- potential cost of Redress payments;
- availability of historical information;
- capacity of local governments to provide a Direct Personal Response (apology) if requested by Redress recipients;
- process and obligations relating to maintaining confidentiality if Redress applications are received, particularly in small local governments;
- lack of insurance coverage of Redress payments by LGIS, meaning local governments would need to self-fund participation and Redress payments.

LGIS published and distributed an update (April 2019) regarding the considerations and (potential) liability position of the WA local government sector in relation to the National Redress Scheme.

The WALGA State Council meeting on 3 July 2019 recommended that:

1. *WA local government participation in the State's National Redress Scheme declaration with full financial coverage by the State Government, be endorsed in principle, noting that further engagement with the sector will occur in the second half of 2019.*
2. *WALGA continue to promote awareness of the National Redress Scheme and note that local governments may wish to join the Scheme in the future to demonstrate a commitment to the victims of institutional child sexual abuse.*

DLGSC representatives presented at a WALGA hosted webinar on 18 February 2020 and presented at all WALGA Zone meetings in late February 2020.

The State's decision, in particular to cover the costs / payments to the survivor, has taken into account the feedback provided by local governments during the consultation detailed above.

Strategic Implications

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

- SCD 1.3 Maintain a safe and secure environment for the community.
- CL 2.2 Maintain accountability, transparency and financial responsibility.

The Shire of Williams in agreeing to join the Scheme, is required to adhere to legislative requirements set out in the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth).

Authorisation of an appropriately appointed person to execute a service agreement with the State, if a Redress application is received, will be in accordance with s.9.49A(4) of the *Local Government Act 1995*.

Financial Implications

The State's decision will cover the following financial costs for local governments:

- Redress monetary payment provided to the survivor;
- Costs in relation to counselling, legal and administration (including the coordination or requests for information and record keeping); and
- Trained staff to coordinate and facilitate a Direct Personal Response (DPR – Apology) to the survivor if requested (on a fee for service basis with costs to be covered by the individual local government – see below).

The only financial cost the local government may incur will be the payment of the DPR's, which is on an 'as requested' basis by the survivor. This will be based on the standard service fee of \$3,000 plus travel and accommodation depending on the survivor's circumstances. All requested DPR's will be coordinated and facilitated by the Redress Coordination Unit – Department of Justice.

The State's decision also mitigates a significant financial risk to the local government in terms of waiving rights to future claims. Accepting an offer of redress has the effect of releasing the responsible participating organisation and their officials (other than the abuser/s) from civil liability for instances of sexual abuse and related non-sexual abuse of the person that is within the scope of the Scheme. This means that the person who receives redress through the Scheme, agrees to not bring or continue any civil claims against the responsible participating organisation in relation to any abuse within the scope of the Scheme.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council:

- 1) Notes the consultation undertaken and information provided by the Department of Local Government, Sport and Cultural Industries in regarding the National Redress Scheme and the participation of WA local governments;
- 2) Notes that the Shire of Williams will not be included in the WA Government's amended participation declaration (and afforded the associated financial and administrative coverage), unless the Shire of Williams makes a specific and formal decision to be included;
- 3) Endorses the participation of the Shire of Williams in the National Redress Scheme as a State Government institution and included as part of the State Government's declaration;
- 4) Grants authority to the Chief Executive Officer to execute a service agreement with the State, if a Redress application is received; and
- 5) Notes that a confidential report will be provided if a Redress application is received by the Shire of Williams.

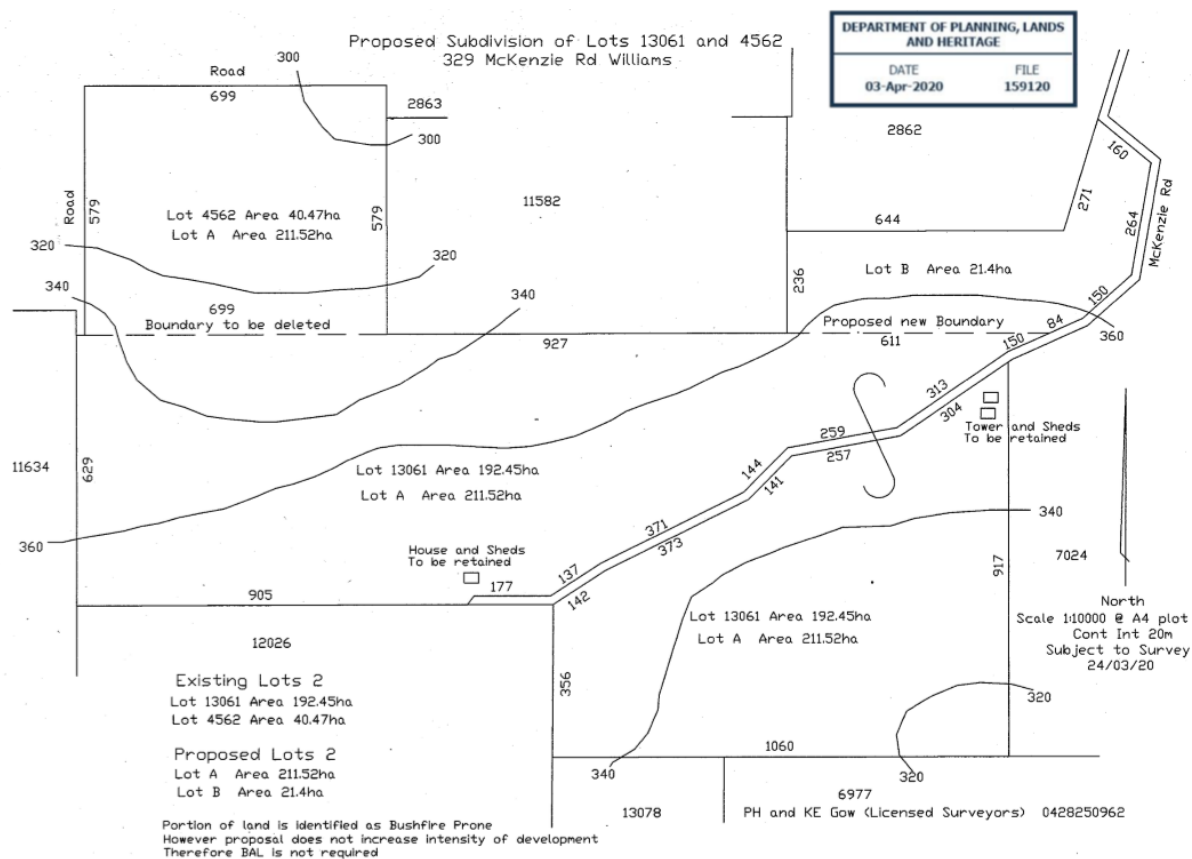
8.1.2 PROPOSED SUBDIVISION LOTS 13061 AND 4562 MCKENZIE ROAD, WILLIAMS

File Reference	10.64.20
Statutory Ref.	Shire of Williams Town Planning Scheme No.2
Author & Date	Geoff McKeown 22 April 2020
Attachments	Nil

Background

An application has been lodged with the Western Australian Planning Commission (WAPC) seeking planning approval to subdivide and amalgamate Lots 13061 and 4562 McKenzie, Williams. The WAPC has referred the application to the Shire of Williams for comment (by 21 May 2020).

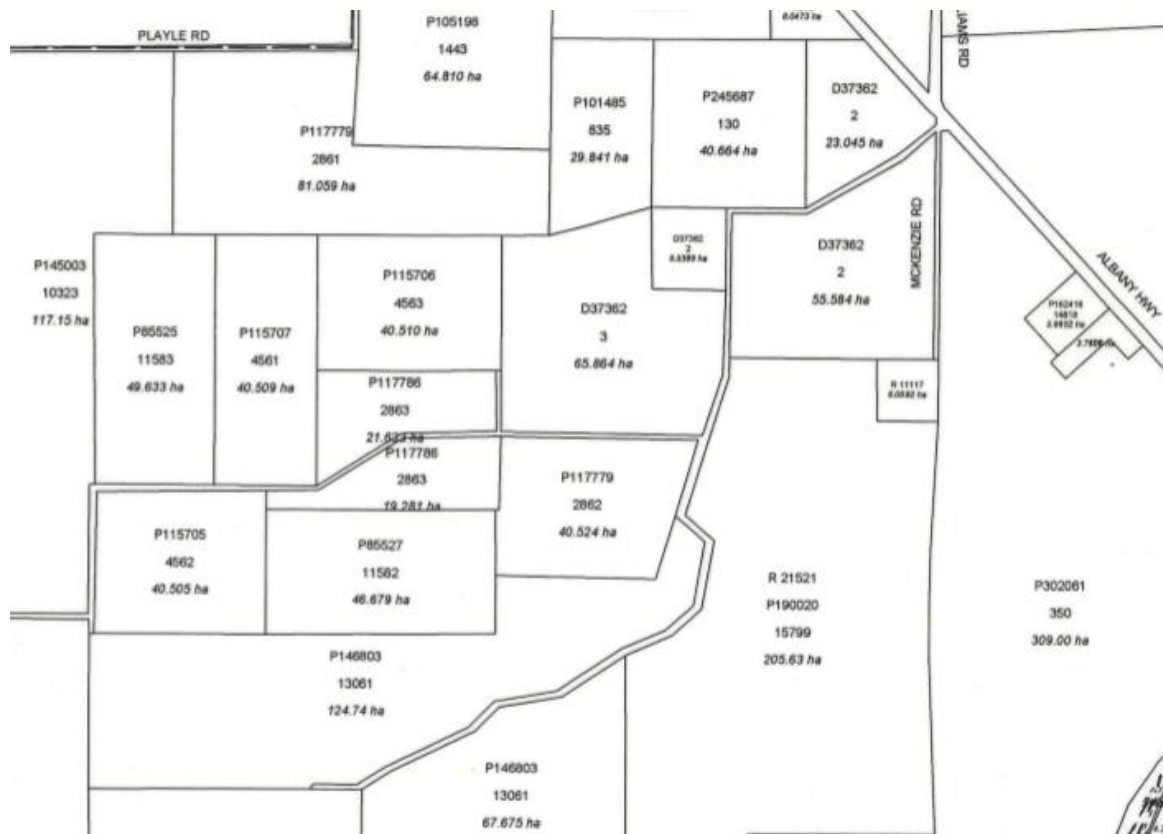
The lots included in the proposal are shown on the following plan:



Comment

➤ Description of Application

There is no supporting letter with the application. However, consultation with the applicant indicates that the proposal seeks to provide constructed road frontage to the proposed two lots. McKenzie Road commences at the Albany Highway. A section of constructed road, not on a gazetted road reserve, passes through the Williams Nature Reserve as shown on the following plans:



Plan of Road Reserves



Plan Highlighting Constructed Road

Proposed Lots A and B will have frontage to McKenzie Road, where it is constructed on the gazetted road reserve.

➤ Shire of Williams Town Planning Scheme No 2

The lots are zoned 'Rural' under the Shire of Williams Town Planning Scheme No 2 ('the Scheme').

Under the Shire's Scheme there is a general presumption against subdivision of rural land unless the lots have already been divided by a significant physical feature, the lots are for farm adjustment, the lots are for specific uses (recreation) or the lots are for the establishment of uses ancillary to the rural use of the land.

➤ State Planning policy: Development Control Policy 3.4 – Subdivision of Rural Land

There is also a general presumption against subdivision of rural land under the WAPC's Development Control Policy 3.4 ('DCP 3.4') which states that 'the creation of new or smaller lots will be by exemption'.

DCP 3.4 outlines exceptional circumstances where subdivision of rural land will be considered as followed:

- Re-alignment of boundaries with no increase in the number of lots.
- Protection of heritage places
- Homestead lots (between 1-20 hectares)
- For public utilities.

All applications are assessed in accordance with stringent criteria aimed at preventing fragmentation of rural land, maintaining lot sizes suitable for continued agriculture, and protecting agricultural land from ad-hoc unplanned subdivision.

The proposed subdivision application does not propose to increase the number of lots and therefore complies with the Shire's Scheme and WAPC Development Control Policy 3.4.

Accordingly, it is recommended that the application be supported.

➤ Bush Fire Prone Mapping

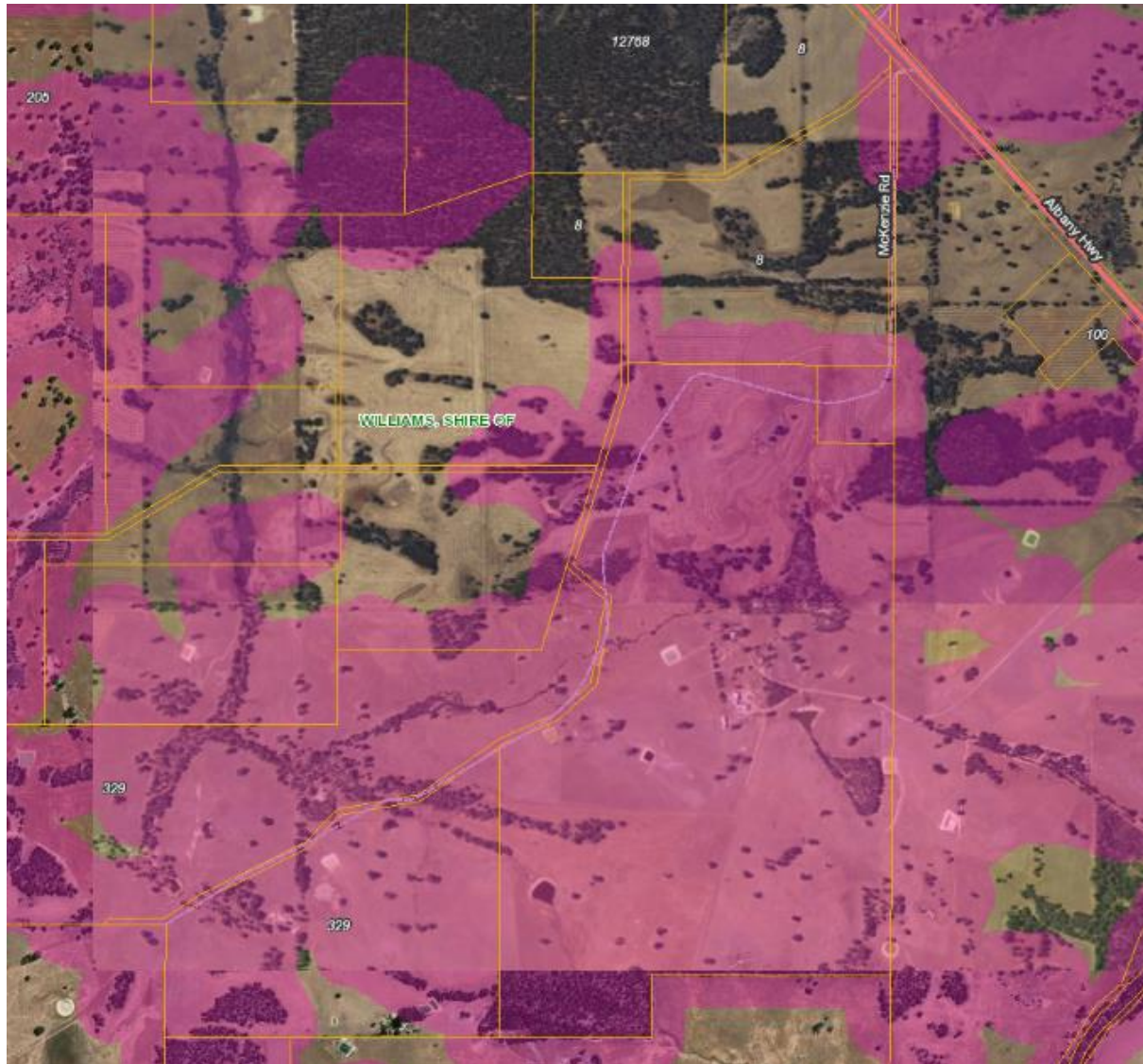
There is on line mapping which identifies all land in bushfire prone areas for the whole of Western Australia – available on www.dfes.wa.gov.au. An extract of the map as it applies to lots that are the subject to this application is highlighted on the following page.

The bush fire prone areas have been designated by the Fire and Emergency Services Commissioner.

A new State Planning Policy, State Planning Policy 3.7 Planning in Bushfire Prone Areas (SPP 3.7) was gazetted on Monday, 7 December 2016.

SPP 3.7 directs how land use should address bushfire risk management in Western Australia. It applies to all land which has been designated as bushfire prone by the Fire and Emergency Services (FES) Commissioner as highlighted on the Map of Bush Fire Prone Areas.

SPP 3.7 requires all new subdivision applications entailing land identified as Bushfire Prone to be supported with a Bushfire Attack Level (BAL) contour map. However, the WAPC Planning Bulletin 111/2016 states that State Planning Policy 3.7 applies to applications for subdivision except for amalgamations or boundary realignments. As this proposed boundary realignment will not result in an increased bushfire risk, no detailed fire assessment is required at this stage. Any potential future development on the site will require appropriate assessment at that time.



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

Nil

Voting Requirements

Simple Majority

Officer's Recommendation

That Council recommend that the Western Australian Planning Commission approve the application to subdivide and amalgamate Lots 13061 and 4562 McKenzie Road, Williams noting the following points:

1. The application complies with State Planning Policy: Development Control Policy 3.4 – Subdivision of Rural Land; and
2. Each proposed lot fronts a properly constructed road.

8.1.3 WILLIAMS COMMUNITY RESOURCE CENTRE

File Reference	4.21.05
Statutory Ref.	<i>Local Government Act 1995 and Local Government (Functions and General) Regulations 1996</i>
Author & Date	Geoff McKeown 30 April 2020
Attachments	Attachment 1 – draft Deed of Lease Attachment 2 – draft Memorandum of Understanding Attachment 3 – draft Fee for Service Contract

Background

In June 2017 the Shire and the Williams Community Resource Centre Committee (WCRC) negotiated new administrative arrangements for the operation of the Community Resource Centre and delivery of library and other services. These arrangements have continued since that time and are due to expire on 30 June 2020.

Comment

The WCRC is an independent not-for-profit association. A number of agreements were negotiated with the WCRC as the organisation transitioned to become fully independent of the Shire in 2017. The agreements due to expire on the 30 June 2020 include:

1. Lease of the Premises at 5 Brooking Street, Williams;
2. Memorandum of Understanding between the Shire and WCRC; and
3. Fee for Service Agreement for the provision of library services.

Statutory Implications

Section 3.58 of the *Local Government Act 1995* outlines the requirement for disposing of property. The term 'dispose' includes selling, leasing, or otherwise disposing of, whether absolutely or not. An exemption exists from having to meet the requirements of this section of the Act when the disposal is to a body where the objects of which are cultural and educational. An extract of the *Local Government (Functions and General) Regulations 1996* follows:

30. Dispositions of property excluded from Act s. 3.58

(1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.

(2) A disposition of land is an exempt disposition if —

(b) the land is disposed of to a body, whether incorporated or not —

(i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and

(ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;

Policy Implications

Entering into a fee for service contract for the delivery of library services raises an issue with regard to Council's Purchasing Policy. The fee for service contract is proposed for a two (2) year period and the total value of the contract is approximately \$77,397.

There is justification not to invite quotes in this situation due to the unique nature of the service; the fact that it is provided in a Shire owned building; and the unlikely situation where another provider will operate this service in Williams.

The Shire's Purchasing Policy outlines a sole source supply arrangement may be approved where the:

- purchasing value is estimated to be over \$5,000; and
- purchasing requirement has been documented in a detailed specification; and
- specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- market testing process and outcomes of supplier assessments have been documented, inclusive of a rationale for why the supply is determined as unique and cannot be sourced through more than one supplier.

A sole source of supply arrangement will only be approved for a period not exceeding three (3) years. For any continuing purchasing requirement, the approval must be re-assessed before expiry to evidence that a Sole Source of Supply still genuinely exists.

Strategic Implications

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

- SCD 2.4 Continue to promote community events, initiatives and programs
CL 2.2 Maintain accountability, transparency and financial responsibility

Financial Implications

The value of rental in the lease agreement and the fee for service contract for library services amount remain unchanged for the duration of the period up to 30 June 2022 in the draft documents. This is supported by the WCRC Management Committee that met to consider these arrangements on the 29 April 2020.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council:

1. Agree to continue the deed of lease for the premises located at 5 Brooking Street, Williams with the Williams Community Resource Centre Inc. (WCRC) up to the 30 June 2022, including the rent amount and electricity contribution limit determined at the Council Meeting held on the 17th May 2017 (Resolution 208/17);

2. Endorse the Memorandum of Understanding with the WCRC pertaining to the use and management of the premises, and provision of library services and community programs;
3. Accept the fee for service contract with the WCRC for the provision of library services, acknowledging that the value of the contract exceeds the quoting threshold contained in the Shire's Purchasing Policy and recognising that due to the unique nature and location of the service it is unlikely that there is more than one potential supplier of the service; and
4. Authorise the President and Chief Executive Officer to sign the documents and affix the common seal, where required.



DEED OF LEASE

BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY RESOURCE CENTRE
INCORPORATED

DEED OF LEASE

BETWEEN

SHIRE OF WILLIAMS

(“the Lessor”)

and

**WILLIAMS COMMUNITY RESOURCE CENTRE
INCORPORATED**

(“the Lessee”)

INDEX

Clause No.	Heading
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3.3	Cost of Lease, etc.
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5.9	Lessor May Act by Agent
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6.	Whole of Agreement
7.	Release of Lessor
8.	WA Planning Commission Consent
	Schedule
	Execution Clauses

DEED OF LEASE

THIS DEED OF LEASE made the 21st day of May 2020

BETWEEN:

1. The Lessor mentioned in the Schedule ("**the Lessor**")
2. The Lessee mentioned in the Schedule ("**the Lessee**")

RECITALS:

- A. The Lessor is the registered proprietor of the Land
- B. The Lessor has agreed to lease and the Lessee has agreed to take on lease the Premises upon the terms and conditions hereinafter set forth

THE PARTIES AGREE as follows

1.0 INTERPRETATION

1.1 In this Lease unless the contrary intention appears the following expressions shall have the following meanings:

"**Acts**" includes all acts and statutes (State or Federal) for the time being enacted or modifying any acts and all regulations by-laws requisitions or orders made under any act from time to time by any statutory public or other competent authority.

"**Date of Commencement**" the date of commencement of the Term mentioned in the Schedule

"**Land**" the Land mentioned in the Schedule

"**Lessee**" includes where not repugnant to the context the servants and agents of the Lessee

"**Lessee's Covenants**" all or any of the covenants contained or implied in this Lease on the part of the Lessee to be observed and performed.

"**Lessor's Powers**" all or any of the rights powers and remedies contained in or implied by this Lease exercisable by the Lessor

"**Outgoings**" all the outgoings mentioned in the Schedule

"**Premises**" shall mean the Land

"**Rent**" the rent mentioned in the Schedule and any agreed variation of such rent or as determined in accordance with the provisions of this Lease.

"**Schedule**" the schedule to this Lease.

"**Term**" the term mentioned in the Schedule including any renewal or extension.

"**this Lease**" this lease including any schedules and annexures hereto.

1.2 Except and to the extent that such interpretation shall be excluded by or be repugnant to the context every covenant or agreement expressed or implied in this deed in which more persons than one covenant or agree shall bind such persons and every two

or more of them jointly and each of them severally. Reference to any party shall mean and include a reference to that party his successors or personal representatives (as the case may be) and transferees. The word "person" shall include a corporation; words importing the feminine gender masculine gender singular or plural numbers shall include the masculine gender feminine gender plural number and singular number respectively;

1.3 The headings shall not affect the interpretation or construction of this Lease.

1.4 Reference to a statute includes all amendments for the time being in force and any other statute enacted in substitution for and the regulations by-laws or other orders for the time being made under that statute.

2.0 OPERATIVE PART

The Lessor **HEREBY LEASES** to the Lessee and the Lessee hereby takes on lease the Premises for the Term subject to the observance and performance of the Lessee's Covenants

3.0 LESSEE'S COVENANTS

The Lessee covenants with the Lessor:

Rent

3.1 To pay the Rent at the times mentioned in the Schedule to the Lessor at its address or as the Lessor may direct in writing from time to time

Payments of Premises Expenses

3.2 (a) Duly and punctually pay all charges assessments and costs now or during the Term that shall be charged as a consequence of the Lessee's occupancy of the building outside of those agreed to be paid for by the Shire

(b) To the extent permissible at law forthwith upon demand to pay to the Lessor by way of reimbursement an amount equal to any moneys paid or outlaid by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease

Cost of Lease

3.3 To pay the Lessor's costs (including solicitors' costs) and all duties fees charges and expenses of and incidental to the instructions for and the preparation and completion of this Lease and all stamp duty payable thereon and in respect to any renewal of the Term and any application for the consent of the Lessor hereunder and of or incidental to any and every breach or default by the Lessee hereunder and in or incidental to the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease and the fees of all professional consultants reasonably incurred by the Lessor in consequence of or in connection with any breach or default by the Lessee hereunder

Maintain Premises

3.4 During the term and thereafter so long as the Lessee remains in possession or occupation of the Premises to keep the Premises in a reasonable state of cleanliness

Use of Premises

3.5 (a) Offensive Activities

Not to do exercise or carry on or permit or suffer any other person or persons to do exercise or carry on in the Premises or any part thereof any noxious noisome or offensive act trade business occupation or calling or any act matter or thing whatsoever which shall cause nuisance damage or disturbance to the Lessor or occupier of any building in the neighbourhood

(b) Birds, Animals

Not to keep any birds or animals in or about the Premises

(c) Lavatories etc.

Not to use or permit or suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Premises for any purposes other than for which they were constructed or provided and not to deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall be made good by and at the cost of the Lessee forthwith

(d) Chemicals etc.

Not to use or permit or suffer to be used any chemicals or inflammable gases fluids or substances in or upon the Premises other than those normally used in connection with the care and maintenance of the premises

(e) Removal of Rubbish

To keep the Premises free from dirt and rubbish and to store and keep all trade waste trash and garbage in proper receptacles.

Entry by Lessor and Others

3.6 To permit entry to the Premises at all reasonable times upon giving to the Lessee reasonable notice (except in case of emergency when notice shall not be required)

(a) To Inspect

By the Lessor and its agents and servants to view the state of repair thereof for the purposes of ensuring compliance by the Lessee of the Lessee's Covenants

(b) To Repair

By the Lessor and its agents servants and contractors with workmen and others and all necessary materials for the purpose of complying with any request requirement notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for carrying out repairs renovations maintenance modifications extensions alterations or replacements to the Premises and all plant machinery and other building equipment within the Premises PROVIDED that in the exercise of this right the Lessor shall use its best endeavours not to cause any undue inconvenience to the Lessee

No Assignment

3.7 In the instance where the Lessee wishes to sublet a portion of the premises to another party it is to confirm that party is compatible to the ethics and objectives of both the Lessor and the Lessee's State Government funding agency.

Comply With Acts Etc.

3.8 (a) Fire Regulations

In the positioning of partitions upon or within the Premises to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be required or

necessary to comply with any Act or the requirements of the Fire & Accident Underwriters Association the Insurance Council of Australia and the Fire Brigades Board of Western Australia

(b) Use of Premises

The Lessor gives no warranty as to the use to which the Premises may be or are suitable to be put. The Lessee shall satisfy itself as to the requirements of all Acts in relation to the use of the Premises and enters into this Lease with full knowledge of and subject to any prohibitions under any Act. The Lessee shall at its cost obtain any necessary consent required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

Public Risk Insurance

3.9 To effect and keep effected in respect of the Premises at the Lessee's own expense and in the Lessee's name adequate public risk insurance for the time being in an amount not less than the amount mentioned in the Schedule in respect of any one claim or such higher amount as the Lessor may reasonably expect and to ensure that such insurance conforms with the reasonable requirements of the Lessor of which the Lessee is from time to time given notice and:-

(a) If required by the Lessor to produce the policy in respect of public risk insurance to the Lessor and the receipts for the last premium;

(b) not to alter the terms or conditions of such policy without the written approval of the Lessor and to forthwith deliver to the Lessor particulars of any change or variation of the terms and conditions or any other matter in respect of any public risk insurance policy effected by the Lessee pursuant to this clause

(c) The Lessee will undertake such insurance with its own insurance company and shall use all reasonable endeavours to note on the insurance policy the interest of the Lessor.

Not to Invalidate Insurance

3.10 Not to do or suffer to be done or allowed any act matter or thing upon the Premises or bring or keep anything therein whereby the insurance on the Premises against damage by fire and other insured risks may be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased and the Lessee will pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk caused by the use to which the Premises are put by the Lessee

Indemnities etc

3.11 (a) To take and be subject to the same responsibilities in regard to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner of the freehold of the Premises;

(b) Without prejudice to the generality of the foregoing provision to the extent that the terms and conditions of any insurances effected by the Lessee or any moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor from and against all actions claims demands notices losses damages costs and expenses to which the Lessor shall or may be or become liable in respect of all or any of the matters referred to in paragraph (i) (ii) and (iii) of this sub-clause; to indemnify and keep indemnified the Lessor from and against all actions claims demands notices losses damages costs and expenses to which the Lessor shall or may be or become liable in respect of all or any loss or damage to property or death or injury to any person of whatsoever nature or kind and howsoever or wherever sustained that:

(i) is caused or contributed to by the use or occupation of the Premises except to the extent that the same is caused or contributed to by the negligence or act default or omission of the Lessor;

(ii) results from any act default or omission by the Lessee hereunder;

(iii) results from any notice claim or demand to pay do or perform any act matter or thing to be paid done or performed by the Lessee under this Lease;

(c) Without limiting the generality of sub-clauses (a) and (b) of this clause to indemnify the Lessor from and against all actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from the overflow or leakage of water and other fluids in or from the Premises except to the extent that the same is caused or contributed to by the negligence of the Lessor.

No Absolute Caveat

3. 12 Not to lodge an absolute caveat over the Land or any part thereof to protect the interest of the Lessee hereunder and the Lessee IRREVOCABLY APPOINTS the Lessor (and where the Lessor is a corporation then every manager and other officer of the Lessor for the time being authorised in that behalf by the Lessor jointly and severally) to be the true and lawful attorney for the Lessee in his name and on his behalf to execute and to lodge at the Office of Titles Perth a withdrawal of any absolute Caveat and upon the expiration or sooner determination of the Term to execute and lodge at the Office of Titles Perth a withdrawal of any "subject to claim" caveat lodged by the Lessee AND the Lessee RATIFIES AND CONFIRMS and AGREES TO RATIFY AND CONFIRM all that the attorney shall do or cause to be done under or by virtue of this clause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this clause and the Lessee will pay the Lessor's costs and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land as provided by this clause

4.0 LESSOR'S COVENANTS

The Lessor COVENANTS with the Lessee subject to the Lessee observing and performing the Lessee Covenants:

Quiet Enjoyment

4. 1 The Lessee shall and may except as provided in this Lease peaceably posses; and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor

4. 2 Duly and punctually to pay all water excess water electric light power and gas charges which charges assessments and costs now are or during the Term shall be charged upon or in respect of the Premises

(b) Duly and punctually to pay the Outgoings upon or at the respective days or times upon which they shall become due or payable

4. 3 (a) Generally

During the term and thereafter so long as the Lessee remains in possession or occupation of the Premises to maintain replace repair and keep the Premises including all gardens and parking areas and all additions thereto installed by the Lessee including the external and internal surfaces entrances doors glass plateglass windows flooring floor coverings partitions fire sprinkler system fixtures Air-conditioning Plant and equipment toilet accommodation and the appurtenances thereto and also all water sewerage and

electrical installations and exterior signs and also all other permanent fixtures and fittings in good and substantial repair order and condition damage by earthquake aircraft riot civil commotion fire flood lightning storm tempest and reasonable wear and tear act of God and war excepted unless the damage is caused by the neglect default or misconduct of the Lessee or the Lessor's insurances are invalidated by an act neglect or default of the Lessee or its servants agents officers employees or customers

(b) Cleansing, rodent control, nuisance

That the Lessor will at the Lessor's own expense during the Term at all times keep and maintain the Premises and the sumps and drains well cleaned and drained and in good sanitary condition and properly disinfected and will remove from the Premises all rubbish trade waste cartons boxes produce containers or accumulation of useless property remaining within the Premises or the immediate surroundings and will not leave any rubbish bins or other containers outside the Premises and will take all action necessary to keep the Premises free from rodents and vermin and at the Lessor's own expense from time to time employ pest exterminators for such purpose and will not do or leave undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by the Lessor or any properly constituted authority or within the meaning of any Act relating to the Premises may exist or arise or continue upon or in connection with the Premises and will forthwith abate any such nuisance and will observe and perform and discharge and execute and will take such sanitary measures and precautions

5.0 MUTUAL AGREEMENTS

The parties hereto agree as follows:

Default by Lessee

5.1 (a) If the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for FOURTEEN (14) DAYS after notice has been served on the Lessee by the Lessor; or

(b) If any execution or process is made against the property of the Lessee; or then and in any of such cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises shall forthwith determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of the Lessee's Covenants PROVIDED THAT upon such re-entry by the Lessor the Lessor shall have the right to remove any property left in or about the Premises and the Lessee will in such event indemnify the Lessor from and against all damage to such property and any costs that may be incurred by the Lessor as a consequence including but not limited to removal and storage

Holding Over

5.2 In the event of the Lessee remaining in possession of the Premises after the expiration of the Term the Lessee shall be a monthly tenant of the Lessor at a rent equivalent to the Rent payable by the Lessee at the expiration of the Term and otherwise on the same terms and conditions of this Lease. Any such holding over may be terminated by either party first giving one month's written notice to the other party of its intention to so determine such holding over

Lessee's Obligations at Risk and Expense of Lessee

5.3 Whenever the Lessee is obliged or required by this Lease to do or effect or omit to do any act matter or thing then the doing or the omission to do (as the case may be) of such act matter or thing shall unless this Lease otherwise provides be at the sole risk and expense of the Lessee

Lessor May Remedy Lessee's Default

5.4 If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then on each and every such occasion it shall be lawful for but not obligatory upon the Lessor and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon and remain on the Premises for the purpose of doing or effecting any such thing and any moneys so expended by the Lessor shall be repayable by the Lessee to the Lessor upon demand

Waiver

5.5 No waiver by the Lessor of any of the Lessee's Covenants shall operate as a waiver of another breach of the Lessee's Covenants

Notices

5.6 Any notice required to be served hereunder shall be sufficiently served on the Lessee if left addressed to the Lessee on the Premises or forwarded to the Lessee by post to the last known place of business of the Lessee and shall be sufficiently served on the Lessor if addressed to the Lessor and left at or sent by post to the Lessor's registered office for the time being and a notice sent by post shall be deemed to be given at the time when it ought to be delivered in due course of post unless the contrary is shown

Lessor Not Liable to Third Parties

5.7 The Lessor shall not be responsible for the loss of or damage or injury to any person or property or effects of the Lessee or any other person in or about the Land or the Premises howsoever occurring whether arising from the operation or failure to operate any of the Air conditioning Plant public utility services and other machinery therein or otherwise and provided that the same shall not arise from a negligent act on the part of the Lessor

Severance

5.8 In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance

Lessor May Act by Agent

5.9 All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor agent contractor or employee of the Lessor

Statutory Powers

5.10 The powers conferred by or under any Acts shall (except to the extent inconsistent with the terms and provisions expressed in this Lease) be in augmentation of the Lessor's Powers

Proper Law

5.11 This Lease shall be governed by the law of Western Australia

6.0 WHOLE OF AGREEMENT

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise representation warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises or the finish facilities amenities or services thereof and that the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement

RELEASE OF LESSOR

The term "Lessor" as used in this Lease so far as the covenants or obligations of the Lessor are concerned shall be limited to and mean only the registered proprietor for the time being of the Land and in receipt of the rents and profits of the Land at the time in question and if the Lessor's interest therein is assigned or transferred in any way (other than by way of security only) the Lessor named herein (and in the case of any subsequent assignments or transfers other than by way of security only the then assignor or transferor) shall be automatically freed and discharged from and after the date of such assignment or transfer from all personal liability for the performance of any covenant or obligation on the part of the Lessor herein contained and under this Lease thereafter to be performed

8.0 WA PLANNING COMMISSION CONSENT

If for any reason this Lease requires by law the consent of the WA Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the WA Planning Commission.

EXECUTED by the parties as a Deed.

THE SCHEDULE

1. THE LESSOR:

Shire of Williams of 9 Brooking Street, Williams in the State of Western Australia.

2. THE LESSEE:

Williams Community Resource Centre Inc. of 5 Brooking Street, Williams in the State of Western Australia.

3. TERM:

Date of Commencement - The 1st day of July 2020

Date of Expiration - The 30th day of June 2022

4. RENT:

\$250.00 per week payable on demand for the duration of the Term.

5. OUTGOINGS:

All insurance premiums paid by the Lessor on behalf of itself in relation to any risk relating to the Lessor's ownership or interest in the Premises and which shall include (but shall not be limited to) premiums in respect of insurance for fire (including (but not limited to) architects and other consultants fees and the cost of demolition and removal of debris), Lessor's fixtures and fittings and plate glass, public risk or liability to the public, fixed shopfronts installed by the Lessor and plate glass therein, sprinkler leakage and water damage.

All electricity charges in excess of \$7,000 calculated in any one financial year.

6. THE LAND:

A portion of the property known as 5 Brooking Street Williams in the State of Western Australia and more particularly described as Lot 371 and Reserve 45573.

7. PERMITTED USE OF:

Williams Community Resource Centre Incorporated activities.

8. MINIMUM AMOUNT OF PUBLIC RISK INSURANCE:

Twenty million dollars (\$20,000,000.00).

9. ADDRESS OF LAND:

5 Brooking Street, Williams, in the State of Western Australia.

**THE COMMON SEAL of
THE SHIRE OF WILLIAMS
was hereunto affixed
in the presence of:**

President: _____

Chief Executive Officer: _____

**THE COMMON SEAL of
Williams Community Resource Centre Incorporated
was hereunto affixed
in the presence of:**

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____



MEMORANDUM OF UNDERSTANDING

BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY RESOURCE CENTRE
MANAGEMENT COMMITTEE

SHIRE OF WILLIAMS | 9 Brooking St, Williams WA 6391 | T: 9885 1005 F: 9885 1020

**Memorandum of Understanding
between the
SHIRE OF WILLIAMS (“SHIRE”)**

and

WILLIAMS COMMUNITY RESOURCE CENTRE MANAGEMENT COMMITTEE (“WCRC”);

The purpose of this Memorandum of Understanding (MOU) is to document the conditions under which the Williams Community Resource Centre Management Committee and the Shire of Williams interact. The MOU pertains to the premises use and management, library service and community programs.

The MOU outlines in detail the roles and responsibilities of each of the signatories to the document.

The term of the MOU is for a 24 month period from 1 July 2020 to June 30 2022 in accordance with the WCRC tender with the State Government.

This MOU replaces the previous MOU dated March 2019.

Principles

This agreement takes into consideration the following principles:

- A common interest benefiting and building capacity in the Williams Community
- To operate in synergy towards common goals
- Mutual respect, trust and support of both organisations
- A commitment to open communication regarding services to the Community
- Shared capabilities and resources

This MOU is based around three key areas:

1. Premises Asset
2. Library Service Program
3. CRC Community Programs

1. Premises Asset

- Tenancy

The **SHIRE** will lease the Community Resource Centre premises with the arrangements between the two parties detailed in this MOU. The arrangements are based on the following:

1. Lease Area

The entire building and surrounding gardens shall be included within the lease area. The **WCRC** will ensure that a Library area is retained for this purpose, along with an area for The Williams Newspaper.

2. Rental

As at 1 July 2020 the weekly rental for the premises is \$250 in accordance with the Lease Schedule.

3. Insurance

The **SHIRE** will maintain insurance for the building, contents owned by the Shire and public liability to the extent of the Shire's liability.

The **WCRC** will maintain insurance for professional indemnity, contents owned by the WCRC, volunteer workers and public liability to the extent of the WCRC's liability. The WCRC will provide the Shire with an updated list of all furniture and equipment it owns within the building on an annual basis.

4. Maintenance

The **SHIRE** is responsible for all maintenance and cleaning.

The **WCRC** shall report any maintenance requirements to the Shire and keep the facilities generally tidy to reduce the amount of cleaning required.

5. Utilities

The **SHIRE** will pay for all power and water

6. Improvements

Any major improvements/alterations shall be approved by the **SHIRE** and as part of that approval the level of contribution by the Shire will be determined, if any.

7. Equipment

The equipment in the building and a portion of the furniture is owned by the **WCRC**. An asset list/register is to be kept, and in the event of the WCRC dissolving at any time the equipment and furniture belonging to the WCRC are to be vested to the community.

- Bookings and Hire

The **WCRC** is responsible for the day-to-day management of the premises in accordance with the Lease and can set and receive fees for the occasional hire of the meeting room and offices. In the instance where the **WCRC** wishes to sublet a portion of the premises to another party it is to confirm that party is compatible

with the ethics and objectives of both the **SHIRE** and its State Government funding agency.

2. Library Service Program

- Delivery of Library Services

The **WCRC** will delivery library services to the community, based on a Fee for Service Contract jointly endorsed by the WCRC and SHIRE. The length of this contract must meet the length of time that the WCRC is under contract with the State Government.

- Fixtures and Fitting

The **SHIRE** shall provide fixtures and fittings for the Library. In the event that the WCRC purchases any equipment or fixtures these shall remain the property of the WCRC and will be included on the assets register.

- Expenses

All library expenses shall be met by the **SHIRE**.

- Stock

All library stock shall be provided by the **SHIRE** through the State Library Service.

3. WCRC Community Programs

The Shire agrees to support community programs implemented by the WCRC as determined by their engagement of the community and arrangements with the State Government where appropriate. In particular the Shire will provide ongoing support where appropriate in the following complimentary areas:

- Seniors Programs

The **WCRC** shall decide on the appropriate seniors programs and the **SHIRE** shall commit to support various activities from time to time upon request. This includes contributions to trips for the seniors.

- Economic and Business Development

The **SHIRE** and the **WCRC** agree to work collectively to promote economic and business development within the Shire of Williams.

- The Williams Newspaper

The **WCRC** will maintain an agreement with The Williams Newspaper in regards to use and lease of a portion of the building.

Accepted by the Shire of Williams

**Chief Executive Officer
Shire of Williams**

Date

On behalf of the Shire of Williams I accept the administrative and reporting requirements as set out above.

Accepted by the Williams CRC

Chairperson

Date

Williams Community Resource Management Committee

On behalf of the Williams CRC Inc. I accept the administrative and reporting requirements as set out above.



FEE FOR SERVICE CONTRACT

BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY RESOURCE CENTRE
MANAGEMENT COMMITTEE

Fee for Service Contract
Between the
SHIRE OF WILLIAMS (“SHIRE”)

And

WILLIAMS COMMUNITY RESOURCE CENTRE MANAGEMENT COMMITTEE
‘WCRC’

Scope:

Delivery of Public Library Services to the Community of Williams in context with community need and State Library of Western Australia parameters. This will be for a 24 month period with a review at the end of that time dependent on WCRC funding arrangements with the State Government.

Deliverables:

The **Williams Community Resource Centre** (WCRC) agrees to deliver the following in return for an annual payment:

1. Provide library assistance services to the Community of Williams in accordance with the requirements of the State Library of Western Australia and in context with community need;
2. Maintain a sound level of skill to deliver that service;
3. Maintain the interlibrary loan service for community needs as per the parameters of the State Library of Western Australia;
4. Provide and maintain a safe work environment within the control of the WCRC. Maintain appropriate insurances. These will include Public Risk Insurance up to 20,000,000.00, Volunteer Workers Insurance and Workers Compensation Insurance; and
5. Maintain good governance of the centre, which is inclusive of both the WCRC and the Library.

In delivering these services for the 24 months to June 30 2022, the WCRC will achieve the following milestones:

1. Maintenance of numbers of people using the library and surrounding space;
2. Demonstration of the variety of library programs on offer;
3. Provision of annual statistics to the State Library of Western Australia in an accurate timely manner;
4. Increase and improvement of the Library space to accommodate a greater area for community inclusion, learning and community connection;
5. Provide quarterly reports to the Shire with regards to the above milestones and general operations of the library; and
6. Open the Library and adjoining spaces during the opening hours of the WCRC.

The **Williams Shire** agrees to collaborate with the WCRC in the above delivery by:

1. Supporting WCRC community engagement and research;
2. Providing for library expenses such as AMLIB (Library software) updates, courier services and any other arrangements, which are currently in place with the State Library of Western Australia and the WCRC (this includes negotiable improvements to fixtures, fittings and identified feature books);
3. Ensuring the building, fixtures and fittings are maintained and improved upon where agreed by both parties;
4. Providing a quarterly payment for the delivery of the above services. The total annual contribution for the term of the agreement will be \$38,698.44, excluding GST.
5. This contract is applicable for the 24 month period 1 July 2020 to June 30 2022 and is to be reviewed no less than two weeks leading up to the closing date.

Early termination of this agreement or changes to the above arrangements can be made upon agreement of all parties.

Accepted by the Shire of Williams

Chief Executive Officer

Date

Shire of Williams

On behalf of the Shire of Williams I accept the administrative and reporting requirements as set out above.

Accepted by the Williams CRC

Chairperson

Date

Williams Community Resource Management Committee

On behalf of the Williams CRC Inc. I accept the administrative and reporting requirements as set out above.

8.1.4 COVID-19 STIMULUS PACKAGE AND SUPPORT PROGRAMME

File Reference	Various
Statutory Ref.	Local Government Act 1995
Author & Date	Geoff McKeown 8 May 2020
Attachments	Attachment 4 - COVID-19 Financial Hardship Policy Attachment 5 – Government Gazette 8 may 2020 - Local Government (COVID-19 Response) Order 2020

Background

At the WALGA State Council Meeting held on the 6 May 2020 a recommendation was considered that included a request to Local Governments to give consideration to the following suite of actions, for Local Governments with the capacity to do so, to provide a coordinated and consistent response to the COVID-19 pandemic:

- a. Consider not increasing rates for the 2020-21 financial year
- b. Adoption of the WALGA template rates hardship policy by Local Governments that do not currently have a policy
- c. Consider rate relief options to support small businesses affected by the COVID-19 pandemic
- d. Review fees and charges considering whether fees can be reduced, waived or deferred during the COVID-19 pandemic
- e. Bring forward capital works and infrastructure spending with aggressive application of reserves and borrowing
- f. Prioritise Local Government spending with businesses and contractors located within the Local Government
- g. Implement business friendly payment terms to support business cash flow
- h. Consider supporting Community sporting and cultural groups by either establishing grant programs or waiving fees and charges
- i. Redeploy staff affected by facility closures to tasks that support the community

Comment

Rates Hardship Policy

WALGA has developed a COVID-19 Financial Hardship Policy and is encouraging Local Governments to adopt it. The Shire has a Policy for consideration for alternative arrangements for payment of rates. The WALGA Policy has similar intent but is more specific to the current COVID-19 pandemic. A copy of the WALGA Policy follows.

Local Government (COVID-19 Response) Order 2020

The Minister for Local Government advised that he had made his first Order under the *Local Government Amendment (COVID-19 Response) Act 2020* to deal with issues relating

to requirements to hold public meetings, for access to information when council offices are closed due to the COVID-19 pandemic, and budgetary matters.

An extract of the Ministerial Circular published on the 8 May 2020 included the following information:

“Some of these measures will assist ratepayers who have been adversely impacted by this COVID-19 pandemic. As you are displaying through your actions in freezing rates, fees and charges during these extraordinary times, it is vital to maximise assistance to get our economy back on track.

The Order recognises that the local government is in the best position to assess whether a person in their district is in hardship but does provide that those residential and small business ratepayers that are suffering financial hardship because of the consequences of the COVID-19 pandemic will not be charged interest in the 2020/21 financial year. Local governments will be able to assess whether any other ratepayers are in hardship and should be provided with assistance.

Local governments are encouraged to adopt a financial hardship policy. This will address the manner in which the local government will deal with financial hardship that may be suffered by ratepayers and other persons who are required to make payments to the local government. Local governments with such a policy in place will be able to charge a maximum of 5.5% for instalment interest as they are formally recognising and providing for other groups that are in hardship. This recognises that the 5.5% will apply to those who wish to pay by instalments but are not in hardship.

If a local government does not have in place a financial hardship policy, the interest rate that can be charged for payment by instalments will be capped at 3%.

Interest rates that can be charged for late payments are being capped at 8%, which aligns with the interest rate charged by the Australian Taxation Office.

Other measures will directly assist local governments through removing red tape and compliance requirements which are not considered to be necessary while local governments and the community deal with the pandemic. This includes a number of measures that are designed to assist local governments that resolve to not increase the rate in the dollar from those applied last year.

The attachment details the modifications made to the operation of the Local Government Act 1995.

Family Day Care

On the 2 April, 2020 the Australian Government announced a new Child Care Package to support families who are needing child care to continue working through this COVID-19 Pandemic. This new package allows all families to receive their child care for free.

At the April 2020 Ordinary Council Meeting a decision was made to support the Willi Wag Tails Family Day Care Educators with a reduction in the service levy fee they are charged

by the Shire. This was in response to the Government introducing a bulk 'Business Continuity Payment (BCP)' to educators that effectively halved their income. FDC Educators are classified as Sole Traders and they have been able to apply for the 'Jobkeeper' payment. The service levy fee was reduced by 50% up to the 22 May 2020 to allow time for the new arrangements to settle and eligibility for 'Jobkeeper' to be explored.

The individual financial circumstances of the Wag Tails Family Day Care Educators has now been assessed and Council is requested to consider a varied support package to continue beyond the 22 May 2020. The package includes:

1. Service Levy Fee reduction for all FDC Educators of 50% to 29 May 2020.
2. Variable Service Levy Fee for FDC Educators of between 50% and 100% of the scheduled fee, proportionate to the income reduction in the educator's business from the 30 May 2020 to 26 June 2020.

The estimated reduction in revenue resulting from offering this support is:

- 6 April to 29 May (8 weeks) = \$10,020
- 30 May to 26 June (4 weeks) = \$2,150

Section 6.12 of the *Local Government Act 1995* states:

6.12. Power to defer, grant discounts, waive or write off debts

(1) Subject to subsection (2) and any other written law, a local government may —

- (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or*
- (b) waive or grant concessions in relation to any amount of money; or*
- (c) write off any amount of money, which is owed to the local government.*

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 1.2 Ensure the community remains well informed, well connected and engaged and has the opportunity to actively participate
- CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

The stimulus measures recommended will impact the Shire's revenue this financial year and in 2020/2021.

Voting Requirements

Absolute Majority

Officer's Recommendation

That Council implement the following measures in response to the COVID-19 pandemic:

1. Adopt the COVID-19 Financial Hardship Policy and include it in the Shire's Policy Manual;
2. Note the Local Government (COVID-19 Response) Order 2020 issued by the Minister for Local Government; and

3. Grant a discount of 50% for the hourly Family Day Care Educator's Service Levy Fee for a period from 23 May 2020 to 29 May 2020, and apply a variable Service Levy Fee for Family Day Care Educators of between 50% and 100% of the scheduled fee, proportionate to the income reduction in the educator's business from the 30 May 2020 to 26 June 2020, with delegated authority granted to the Chief Executive Officer to adjust the discount if during this period the Government Child Care Package is modified.

O 1.30 COVID-19 Financial Hardship Policy

History Adopted

Author CEO

Policy Statement

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the Shire of Williams recognises that these challenges will result in financial hardship for our ratepayers.

Statutory context Local Government Act 1995
Section 6.49 of the Act
Local Government (Financial Management Regulations 1996)

Objectives

This Policy is intended to ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at this difficult time.

Guidelines

This policy applies to:

1. Outstanding rates and service charges as at the date of adoption of this policy; and
2. Rates and service charges levied for the 2020/21 financial year.

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so. For this reason the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* will apply.

Procedures

1. Payment difficulties, hardship and vulnerability

Payment difficulties, or short term financial hardship, occur where a change in a person's circumstances result in an inability to pay a rates or service charge debt.

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants. The Shire of Williams recognises the likelihood that COVID19 will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

2. Anticipated Financial Hardship due to COVID19

We recognise that many ratepayers are already experiencing financial hardship due to COVID-19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

We will write to ratepayers at the time their account falls into arrears, to advise them of the terms of this policy and encourage eligible ratepayers to apply for hardship consideration. Where possible and appropriate, we will also provide contact information for a recognised financial counsellor and/or other relevant support services.

3. Financial Hardship Criteria

While evidence of hardship will be required, we recognise that not all circumstances are alike. We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment
- Sickness or recovery from sickness
- Low income or loss of income
- Unanticipated circumstances such as caring for and supporting extended family

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

4. Payment Arrangements

Payment arrangements facilitated in accordance with Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable; and
- The ratepayer will be responsible for informing the Shire of Williams of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

5. Interest Charges

A ratepayer that meets the Financial Hardship Criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case by case basis.

6. Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid;
- becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges.

7. Debt recovery

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3rd due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding on 1 July 2021, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the 2021/2022 financial year.

Rates and service charge debts that remain outstanding at the end of the 2021/22 financial year, will then be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995*.

8. Review

We will establish a mechanism for review of decisions made under this policy, and advise the applicant of their right to seek review and the procedure to be followed.

9. Communication and Confidentiality

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors, and may have complex needs. We will provide additional time to respond to communication and will communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

Local Government (COVID-19 Response) Order 2020

The order deals with issues relating to requirements to hold public meetings, access to information when council offices are closed due to the COVID-19 pandemic, and budgetary matters, including financial hardship of ratepayers.

Specifically, the order provides for:

Clause 2: Commencement

The order comes into effect on the day it is published in the *Gazette*.

Clause 3: Terms Used

Key terms relate to the definition of an excluded person. This is a residential or small business ratepayer who is considered by the local government to be suffering financial hardship as a consequence of the COVID-19 pandemic.

A small business has the same meaning as under the *Small Business Development Corporation Act 1983*:

a business undertaking which is wholly owned and operated by an individual person or by individual persons in partnership or by a proprietary company within the meaning of the *Corporations Act 2001* of the Commonwealth and which —

- (i) has a relatively small share of the market in which it competes; and
- (ii) is managed personally by the owner or owners or directors, as the case requires; and
- (iii) is not a subsidiary of, or does not form part of, a larger business or enterprise.

Clause 4: Section 5.27 – Electors' general meetings

Section 5.27 of the Local Government Act requires a general meeting of electors to be held once every financial year and within 56 days after the local government accepts the annual report for the previous financial year. Holding such a meeting would breach the prohibition on gatherings direction and could result in health risks to attendees.

The requirement for the holding of a general meeting of electors under section 5.27(2) has been modified so that any meeting for 2019/20 that has not yet been held is to be held within 56 days of the date on which the state of emergency declaration ceases to have effect, but not while a declaration is in effect.

Clause 5: Section 5.28 modified – Electors' special meetings

Section 5.28 requires a local government to hold an electors' special meeting within 35 days of receiving a request from 5% (or 100 if less) of the electors of that district. At least 14 days' notice must be given of the meeting. As above this presents health risks and is contrary to the prohibition on public gatherings.

The requirement for holding an electors' special meeting under section 5.28(4) has been modified so that any meeting is to be held within 35 days after the end of the state of emergency declaration but not while a declaration is in effect.

Clause 6: Section 5.94 modified – Public can inspect certain local government information

Section 5.94 provides a list of information that must be available for inspection free of charge to a person who attends the local government office during office hours. The effect of the pandemic has been to close local government offices, removing the ability for members of the community to access information thereby reducing transparency and accountability. Access to information is likely to become even more important to the community as the length of the state of emergency extends and the economic impacts on local governments and the community become more pressing.

Section 5.94 is modified so that during the closure of a local government office due to the COVID-19 pandemic, the local government is to provide access to the information listed in 5.94 either by having it available on their website or by providing a free copy to the person by mail or email. This does not override the current provisions in section 5.95 which limits access to certain information, including confidential information.

Clause 7: Section 6.2 modified – Local government to prepare annual budget

Section 6.2(2) provides that in preparing the annual budget, the local government is to have regard to the contents of the plan for the future. The aspirations of the community as reflected in the plan for the future are not at the current time the best basis for the 2020/21 budget, but rather the more pressing and unforeseen consequences of the COVID-19 pandemic.

Section 6.2(1) has been modified such that in preparing the budget for 2020/21 a local government is to have regard to the consequences of the COVID-19 pandemic (rather than the plan for the future, although this can also be considered by the local government).

Clause 8: Section 6.13 modified – Interest on money owing to local governments

Section 6.13 allows local governments to charge interest on overdue amounts, with the rate set by the local government in its budget. The rate is capped in the *Local Government (Financial Management) Regulations 1996* at 11%.

Recognising the substantial hardship likely to be caused because of consequences of the pandemic, local governments will be unable to charge interest on money owing by any person they consider to be in financial hardship in these circumstances for the 2020/21 financial year.

Local governments will need to resolve (when setting their interest rate on overdue amounts) that this will not apply to a person who is considered by the local government to be suffering hardship as a consequence of the COVID-19 pandemic.

The interest that can be charged on amounts owing by others will be capped at 8% – the interest rate used by the Australian Taxation Office on overdue amounts.

Clause 9: Section 6.33 modified – Differential general rates

Where a local government is imposing differential rates and the rate to be imposed on one category is more than twice the lowest differential rate to be imposed in another category, Ministerial approval must be obtained under section 6.33(3).

Local governments that resolve to freeze their rates in the dollar at or below those imposed in 2019/20 recognising the economic impacts of the pandemic, are being released from the requirement to obtain Ministerial approval if they obtained Ministerial approval under this section in that year. This reduces the regulatory burden on those local governments that are assisting ratepayers by not increasing the rate in the dollar.

Clause 10: Section 6.34 modified – Limit on revenue or income from general rates

Section 6.34 provides that local governments must set their rates at a level to cover between 90 and 110% of the estimated budget deficiency, unless the Minister otherwise approves. As local governments have been requested to freeze their rate in the dollar, it is likely that, due to the effects of the COVID-19 pandemic, revenue from rates will be less than 90% of the estimated deficiency.

Recognising that local governments are likely to be receiving less income, section 6.34(b) is modified so that the yield from the general rate for the 2020/21 financial year is not to be less than 80% of the amount of the budget deficiency (rather than 90%). Approval for less than 80% (or more than 110%) can still be sought from the Minister for Local Government.

Clause 11: Section 6.35 modified – Minimum payment

Section 6.35 allows a local government to set a minimum payment for rates on any land. Certain conditions apply, including that more than half of the properties in a category cannot be paying the minimum. An exception to this is if there is a differential rating category for vacant land for which a minimum is applied, and if the Minister approves more than half the properties being subject to the minimum.

The effect of this variation is to remove the requirement for Ministerial approval for those local governments that are not increasing their differential rates or minimum payments from 2019/20 and that obtained Ministerial approval for those minimum payments last year. This reduces the regulatory burden on those local governments that are assisting ratepayers by not increasing the rate in the dollar or the minimum payment.

Clause 12: Section 6.36 modified – Local government to give notice of certain rates

Section 6.36 sets out the process that a local government must go through to advertise and set their rates. This requires local governments that are seeking to impose differential general rates or minimum payments to give local public notice and seek submissions for a minimum of 21 days and then consider these submissions before imposing the rates. A document describing the objects of, and reasons for, each proposed rate must be prepared and published on the local government's website.

To address the economic consequences of the COVID-19 pandemic, it is understood that many local governments are in the process of agreeing to freeze their rates in the dollar at the levels imposed in 2019/20. For those local governments, the process set out in 6.36 is unnecessary, meaningless and costly in a time when budgets are being negatively impacted.

Local governments that resolve to set differential general rates and minimum payments at a level no higher than that imposed in 2019/20 will not have to comply with the provisions of section 6.36.

Local governments will be required to publish the differential general rates and minimum payments on their website within ten days of the resolution or of this notice coming into effect whichever is later.

Clause 13: Section 6.45 modified – Options for payment of rates or service charges

Section 6.45(3) allows a local government to charge an additional amount if a payment of rates or service charge is made in instalments. This is capped at 5.5% in the *Local Government (Financial Management) Regulations 1996*.

Recognising the substantial hardship likely to be caused to many ratepayers because of consequences of the pandemic, local governments will be unable to charge excluded persons interest for payment by instalments for the 2020/21 financial year.

If a local government does not have in place a financial hardship policy, the interest rate that they can charge other ratepayers for payment by instalments will be capped at 3%.

Local governments that have a policy in place that addresses the manner in which the local government will deal with financial hardship that may be suffered by ratepayers and other persons who are required to make payments to the local government will be able to charge a maximum of 5.5%. This recognises that the local government will be able to distinguish those that are in hardship and make appropriate provisions regarding their payments.

Clause 14: Section 6.51 modified – Accrual of interest on overdue rates or service charges

Section 6.51 allows local governments to charge interest on overdue amounts of rates and service charges. The rate is set by the local government by resolution when it imposes the rate or service charge. The rate is capped in the *Local Government (Financial Management) Regulations 1996* at 11%.

Recognising the substantial hardship likely to be caused to many ratepayers because of consequences of the pandemic, local governments will be unable to charge excluded persons interest on overdue rates or service charges for the 2020/21 financial year. This will be reflected in a resolution of council when they set the interest rate.

This provides relief for those residential and small business ratepayers who are experiencing financial hardship because of the COVID-19 pandemic. Local governments will determine the applications for hardship.

The interest that can be charged on amounts owing by others will be capped at 8% – the interest rate used by the Australian Taxation Office on overdue amounts.

Clause 13: Section 9.51 modified – Giving documents to local governments

Section 9.51 deals with the giving of documents and states that a document is given to a local government if given personally to an employee of the local government at its office or sent by post to the local government's postal address. A consequence of the pandemic is that any hand delivery is no longer possible.

Section 9.51 has been modified so that a document may be given to a local government electronically.

8.1.5 PROPOSED ALTERATION/ADDITION TO EXISTING SHOP – LOTS 214 & 215 BROOKING STREET, WILLIAMS

File Reference	10.64.15
Statutory Ref.	Shire of Williams Town Planning Scheme No.2
Author & Date	Liz Bushby, Town Planning Innovations 12 May 2020
Attachments	Nil

Background

Lots 214 and 215 have been developed with a bakery and shop (general store / supermarket). Lot 214 has an area of 496m² and Lot 215 has an area of 526m².



Location Plan compiled by TPI

Council considered an application for alterations and additions to the existing building at the Ordinary Meeting held on the 21 August 2019. Delegated authority was granted to the Chief Executive Officer to determine the application and allow for advertising to be completed.

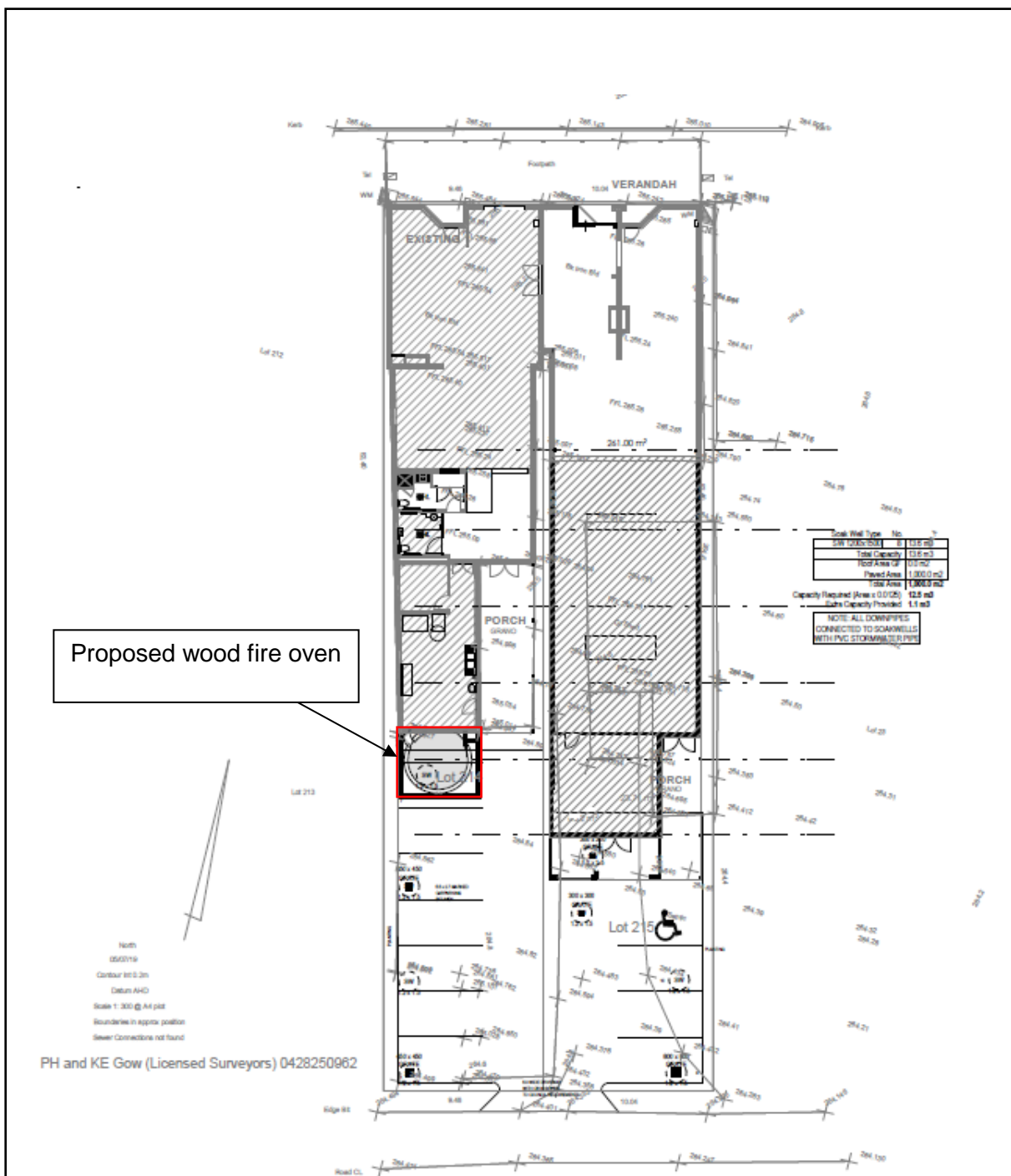
Planning approval was issued by the Shire on the 6 September 2019 subject to conditions, including provision of 8 car parking bays to the rear of the building.

The existing development is located opposite to the Shire Offices.

Comment

• **Proposed Development**

A planning application has been lodged to extend the approved shop (bakery) on Lot 214, to incorporate a wood fire oven to the rear. A site plan is included below.



The bakery is a shop which is a use that has already been approved. The applicant has however clarified as part of this application that the bakery will include dine in seating, will offer coffee, afternoon tea and may also open for lunches. They anticipate a maximum seating capacity of approximate 15 to 20.

The dine in component is construed as a restaurant which is a permitted use in the Commercial zone.

- **Landuse Permissibility**

Lots 214 and 215 are zoned 'Commercial' under the Shire of Williams Town Planning Scheme No 2 ('the Scheme').

A 'shop' has already been approved on both lots and is permitted in the Commercial zone and is defined as *'means a building wherein goods are kept, exposed or offered for sale by retail, but does not include a bank, fuel depot, market, service station, milk depot, marine collectors yard, timber yard or land and buildings for sale of vehicles or for any purpose falling under the definition of industry'*.

The dining in component of the bakery is construed as a 'restaurant' which is defined as *'means a building wherein food is prepared for sale and consumption within the building and the expression shall include a licenced restaurant, and a restaurant at which food for consumption outside the building is sold where the sale of food for consumption outside the building is not the principal part of the business'*.

- **Carparking**

The previous planning application proposed new rear car parking on both Lots 214 and 215. The existing 2019 planning approval requires 8 car parking bays to be provided on site.

The current application shows 10 car parking bays to the rear of the existing building. Only 8 car parking bays are supported as 2 have insufficient reversing areas/ distances.

It is anticipated that the majority, if not all, of customers will use the available street car parking. There is a significant number of on street carparking bays which service existing developments in the Commercial zone.

There are least 26 bays immediately in front of Lots 214 and 215 on Brooking Street (both sides). There is on street parking west of Growse Street along Brooking Street, and a carpark on Reserve 19378. Reserve 19378 services the Shire Offices but has capacity to also accommodate public parking.

Customers attending the bakery/restaurant/shop on Lots 214 and 215 will most likely park in the street and visit several places of business in the Williams town centre in one trip. The existing carparking along Brooking Street has a high level of reciprocity as it services several businesses.

The development is consistent with the Policy intent of the Commercial zone as Clause 4.7 states that *'new developments should be encouraged in the form of small complexes of interrelated buildings'*. The development on Lots 214 and 215 are one interrelated building.

On street carparking forms part of the nature of the existing Commercial zone and there is no evidence that existing public carparking in the area is deficient – refer map below.

Car parking is not considered to be an impediment to the proposal. There is no specific car parking requirement for a restaurant under the Shires Scheme.



POLICY REQUIREMENTS:

Not applicable.

LEGISLATIVE REQUIREMENTS:

Planning and Development (Local Planning Schemes) Regulations 2015

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

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

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

Sustainability Implications

➤ Environment

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

➤ Economic

There are no quantified economic implications associated with this report.

➤ Social

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

Strategic Implications

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

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

Financial Implications

The Shire pays consultancy fees to Liz Bushby of Town Planning Innovations for advice. A development application fee will apply based on the value of the proposed development.

Voting Requirements

Simple Majority

Consultant Planner's Recommendation

That Council:

Approve the application for an extension to the existing shop (including a bakery and restaurant) on Lots 214 and 215 Brooking Street Williams subject to the following conditions and footnotes:

1. The plans lodged with this application dated 24 March 2020 or any revised plans approved under Condition 1 or 2 shall form part of this planning approval. All development shall be in accordance with the approved plans unless otherwise approve in writing by the Chief Executive Officer.
2. Prior to the issue of a building permit the owner/ applicant shall lodge a revised site plan for separate written approval by the Chief Executive Officer that includes:
 - (a) A minimum of 7 car parking spaces measuring 2.5 metres x 5.5 metres with 6 metre reversing area;
 - (b) One disabled car parking bay.
3. Prior to occupation or use of the development, vehicle parking, manoeuvring and circulation areas shall be designed and constructed to a trafficable standard to the satisfaction of the Chief Executive Officer.
4. Any disabled bay must be clearly sign posted to the satisfaction of the Chief Executive Officer.
5. All stormwater from roofed and paved areas shall be collected and disposed of on-site and any associated drains and soak wells shall be maintained in a clean and clear condition. All drainage to be fully contained within the property boundaries with no water discharge into adjacent land or road reserve unless otherwise approved in writing by the Chief Executive Officer.

6. All car parking bays in the car park are to be made available at all times for the parking of vehicles by employees. All staff car parking shall be fully accommodated within the lot boundary.
7. No dividing fence, bollards or other structures that interfere with the parking of vehicles in the car park on Lots 214 and 215 are to be erected. The shared internal access and car parking is to be made available to service both lots at all times.
8. If lighting is installed in the car parking area, all illumination shall be confined within the property boundaries.
9. If the development, the subject of this approval is not substantially commenced within a period of 2 years, the approval shall lapse and be of no further effect.

Footnotes:

- (i) The Shire has not approved 3 car parking bays on the site plan located to the immediate west of the rear building addition as they have insufficient reversing area for practical use and inadequate manoeuvrability.
- (ii) The approved land use for Lots 214 and 215 includes shop and a restaurant (which allows for dine in seating). The bakery can operate under the shop use. A separate planning approval for other alterations/ additions and a shop use was already issued by the Shire on the 6 September 2019.

8.1.6 DEVELOPMENT APPLICATION- SHED ON LOT 237 (138) NARROGIN ROAD, WILLIAMS

File Reference	10.64.20
Statutory Ref.	Shire of Williams Town Planning Scheme No.2
Author & Date	Geoff McKeown 14 May 2020
Attachments	Nil

Background

A development application has been received from Mr Terry Tyler seeking approval to construct a 10m x 16m workshop shed and a 7.5m x 14m storage shed on Lot 237 (138) Narrogin Road, Williams.

Mr Tyler intends to use the sheds as a workshop and storage for personal use. This activity is a permitted use in the 'industrial' zone

Comment

An aerial photo below show the Lot 237:



- *Description of Proposed Buildings*

The applicant proposes to construct two (2) new sheds. It states that cladding will be zincalume for the workshop and a combination of zincalume and colorbond for the storage shed. The Shire's Town Planning Scheme states that zincalume or reflective materials are not permitted for construction of new industrial buildings.

Council has discretion to vary the Scheme where it considers that requiring the materials to be non-reflective may result in 'undue hardship' or 'be contrary to the interests of the area'. Where Council seeks to waive a requirement of the Scheme it has to advertise the proposal.

Zincalume materials have already been extensively used in this established Industrial zone. Zincalume materials form part of the existing streetscape and established character of the area.

It is recommend that Council include in the advertising of this development that zincalume may be used and seek comment on this during the public submission period.

- *Setbacks*

Under Clause 4.6(4)(a) of the Scheme a minimum front and rear setback of 16.5 metres is required in the industrial zone. Side setbacks are at the discretion of Council.

The applicant proposes an 8 metre building setback at the front and 5 metre setback at the rear in lieu of the required 16.5 metres. This is in keeping with other buildings on the Narrogin Road.

Council has discretion under the Scheme to waive the minimum setback where it 'would result in undue hardship' or 'be contrary to the interests of the area'.

This report is supportive of the proposed setback variation as:

- The other properties have a similar building setback.
- The building setback variation will not have a negative impact.
- Rigidly applying the 16.5 metre minimum setback without having regard for specific development plans would or 'be contrary to the interests of the area'.

Under Clause 2.11 of the Scheme, Council has to give notice of its intention to waive a Scheme requirement which entails advertising the issue for 14 days. An advertising sign can be erected on the site inviting submissions within the advertising period.

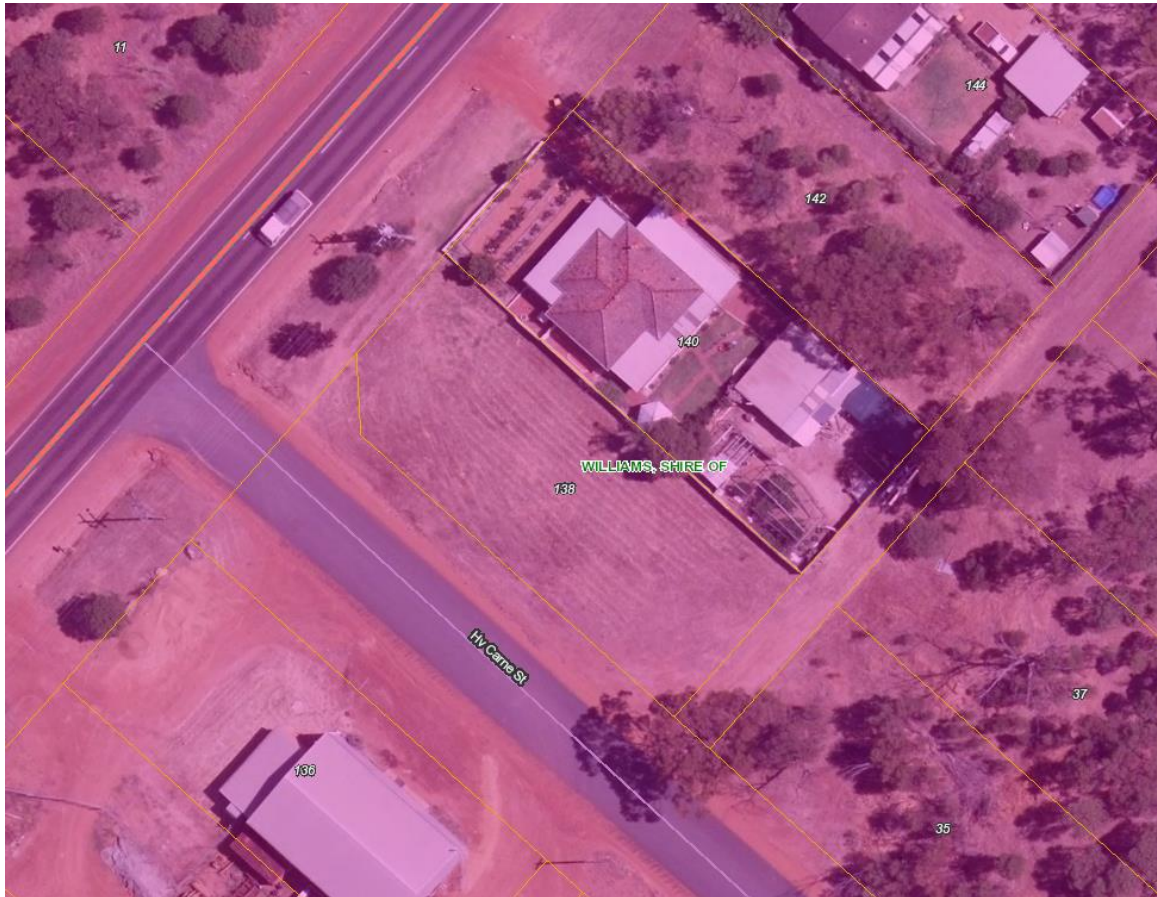
- *Proposed land-use*

This application proposed that the building will be used as a workshop and storage for personal use.

The Western Australian Planning Commission released SPP3.7 and associated Guidelines for Planning in Bushfire Prone Areas ('the Guidelines') in December 2015. These documents apply to all land identified as Bushfire Prone.

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(pink area) as shown on the following plan.



Under Clause 5.4 of the Guidelines all planning applications in Bushfire Prone Areas are to be accompanied by a BAL (Bushfire Attack Level) assessment.

A BAL examines the location of proposed development, distance to vegetation, type of vegetation within 100 metres, slope and determines whether higher construction standards should be imposed to reduce bushfire risk.

It is recommended that the application be determined without a BAL for the following reasons:

- A BAL for non-habitable development only influences siting of buildings (setbacks to vegetation).
- The bushfire construction requirements of the Building Code of Australia only apply to certain types of residential buildings (being Class 1, 2 or 3 buildings and/or Class 10a buildings or decks associated with a Class 1, 2 or 3 building) in designated bushfire prone areas. Whilst this is a Class 10a building it is not associated with any other residential building
- Under the Bushfire Guidelines the applicant has discretion as to whether they choose to build to a higher construction standard, and it is not compulsory. In this circumstance a BAL at the planning stage is considered onerous.

- *Advertising / Delegated Authority*

As the Scheme requires advertising of the request for a reduced setback and the use of zincalume cladding, Council will be able to determine the planning application following close of public submissions.

To expedite processing of the application it is further recommended that Council delegate authority to the Chief Executive Officer to determine the application after completion of advertising, subject to no adverse submission being received.

Policy Requirements

Nil

Legislative Requirements

Shire of Williams Town Planning Scheme No 2 – The majority of the Scheme requirements are explained in the body of this report.

Clause 2.6 outlines methods for advertising (sign, newspaper or letters to neighbours) and stipulates a minimum advertising period of 14 days.

Clause 2.11 relating to 'Waiving the provisions of the Scheme' states that '*where the Council considers application of the provision of Parts 4 and 5 of the Scheme would result in undue hardship, or be contrary to the interests of the area it may, after giving notice of its intention in accordance with Clause 2.6, waive the requirements of the provision except that Council shall not waive the requirements of either Table 1 or Clause 5.6*'.

Planning and Development (Local Planning Schemes) Regulations 2015 - The Planning and Development (Local Planning Schemes) Regulations 2015 were gazetted on 25 August 2015, and became effective on 19 October 2015.

The Regulations have introduced 'Deemed Provisions' that automatically apply to every Local Planning Scheme in Western Australia including the Shire of Williams Town Planning Scheme No 2.

The deemed provisions mainly deal with administrative matters and procedures that are commonly contained in most local planning schemes including local planning policies, heritage protection, structure plans, requirements for development approval, the form of development applications, advertising, enforcement and administration.

Regulation 67 outlines 'matters to be considered by Council' including and not limited to the aims and provisions of the Scheme, orderly and proper planning, any approved state policy, the compatibility of the development with its setting including to development on adjoining land, amenity, loading, access, traffic and any submissions received on a proposal.

Strategic Implications

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

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

Financial Implications

The Applicant will pay a fee of \$224.00 for consideration of the development application.

Voting Requirements

Simple Majority

Officer's Recommendation

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. The proposal to reduce the front setback and the use of zincalume cladding material be advertised in accordance with the Shire of Williams Town Planning Scheme No.2 inviting public submissions;
2. The owner is to maintain the lot with flammable material not exceeding the minimum requirements of the Shire of Williams Firebreak Notice;
3. The owner is to obtain a building permit for the proposed sheds;
4. 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;
5. Development is to be undertaken strictly in accordance with approved plans presented to Council and any statutory requirement applicable to the development;
6. Stormwater to be disposed of to the Shire's satisfaction; and
7. In accordance with Regulation 82 (1) of the *Planning and Development (Local Planning Schemes) Regulations 2015* delegate authority to the Chief Executive Officer to determine the planning application in relation to the variation in setbacks and the use of zincalume cladding material, subject to no adverse submissions being received.

8.1.7 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 14 May 2020
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 each meeting 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:

- **Investment of Shire Monies – Delegation LGA4**

Delegation - The Chief Executive Officer has delegated authority, subject to Part 3 of the *Trustees Act 1962*, to invest money held in the Municipal Fund or the Trust Fund that is not, for the time being, required by the local government for any other purpose.

Action - The Chief Executive Officer approved a transfer of:

1. \$182,198.00 from the Municipal Fund Cash Management Account to the Municipal Fund for payment of creditors.

- **Payment of Creditors – Delegation FMR1**

Delegation - Under section 5.42 of the *Local Government Act 1995*, the Chief Executive Officer is delegated to exercise the powers or discharge the duties of the Council under Regulation 12 of the *Local Government (Financial Management) Regulations 1996*, in regard to the making of payments from the municipal and trust funds.

Action - Payments from the Municipal Fund and Trust Fund as per financial report attached 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.
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business

Financial Implications

Payments from the Municipal Fund and Trust Fund have been approved in the 2019/20 Annual Budget or by separate resolution of Council.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council accepts the report "Use of Common Seal and Actions Performed under Delegated Authority" for the month of April 2020.

Confidential Item

The following item deals with a matter affecting an employee and under the provisions of section 5.23(2) of the Local Government Act 1995 the meeting can be closed to the public.

8.1.8 CONFIDENTIAL ITEM – CEO PERFORMANCE REVIEW AND EMPLOYMENT CONTRACT

File Reference	4.20.15
Statutory Ref.	Sections 5.38 and 5.39 <i>Local Government Act 1995</i>
Author & Date	Geoff McKeown 14 May 2020
Attachments	Nil

Background

Section 5.38 of the *Local Government Act 1995* provides that, for a CEO who is employed for a term of more than one year, the performance of a CEO is to be reviewed formally at least once in every year of their employment.

Any changes to the CEO's performance agreement, such as changes to key result areas should also be discussed, and agreed to, between the Council and the CEO, as the matter arises.

Further, the CEO's current contract expires on the 6 December 2020. Section 5.39 of the Act states that employment of the CEO is to be governed by a written contract.

Comment

A review of the performance has been undertaken with the assistance of an independent consultant. An Assessment Report and information to inform the annual remuneration review for the CEO has been provided to Councillors and the Review Committee comprising the President and Deputy President.

Discussion of this matter is considered to be confidential in nature as it relates to a matter affecting an employee. As such the Council can close the meeting to the public. The relevant section of the *Local Government Act 1995* reads in part as follows:

5.23. Meetings generally open to public

- (1) Subject to subsection (2), the following are to be open to members of the public —
 - (a) all council meetings; and
 - (b) all meetings of any committee to which a local government power or duty has been delegated.
- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —
 - (a) a matter affecting an employee or employees; and

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

The remuneration package of the CEO is included in the salaries and wages component of the Annual Budget.

Voting Requirements

Absolute Majority

8.2 CORPORATE AND COMMUNITY SERVICES

8.2.1 ACCOUNTS FOR PAYMENT

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Cara Ryan 15/05/2020
Attachments	Payment listing for month ending 30 April 2020

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) Regulations 1996*, it is a requirement to produce a list of payments made from Council's 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 104818– 104823 totalling \$639,846.91 approved by the Chief Executive Officer during the month of April 2020 be endorsed.

8.2.2 FINANCIAL STATEMENTS

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Cara Ryan 15/05/2020
Attachments	Financial Statements ending 30 April 2020

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 2019 be received.

9.0 ELECTED MEMBERS MOTIONS OF WHICH NOTICE HAS BEEN GIVEN

10.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

10.1 ELECTED MEMBERS

10.2 OFFICERS

11.0 APPLICATION FOR LEAVE OF ABSENCE

12.0 CLOSURE OF MEETING