



# ATTACHMENTS

## Ordinary Council Meeting – 23 August 2023

7.1(1)	Minutes Ordinary Meeting of Council (Commissioner) – 26 July 2023
7.2(1)	Audit and Risk Management Committee Meeting Minutes 15 August
9.1.1(1)	MRWA Drawings and Letter
9.2.1(1)	Creditor List of Accounts – July 2023
9.2.2(1)	Review of the Small Local Business Grants Program
9.3.1(1)	Consultation feedback
9.3.1(2)	Property Management Framework
9.3.1(3)	DRAFT Council Policy, EXE/CP-11-Property Management
9.3.1(4)	DRAFT Council Policy, EXE/CP-1-Commercial Lease
9.3.1(5)	Delegation 1.2.21 Disposing of Property
9.3.1(6)	Delegation 1.2.21 Disposing of Property (tracked changes)
9.3.1(7)	Infographic and tenant invitation – Property Management Framework – The Breakdown
9.3.2(1)	Program Review Report



## **MINUTES OF ORDINARY MEETING OF COUNCIL (COMMISSIONER)**

---

Held on

**Wednesday 26 July 2023**

Commencing at 5.00pm

Shire of Donnybrook Balingup Council Chamber, Donnybrook

---

A handwritten signature in black ink, appearing to read 'Ben Rose'.

**Ben Rose  
Chief Executive Officer**

**2 August 2023**

## TABLE OF CONTENTS

---

1	DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS .....	4
2	ATTENDANCES.....	4
	2.1 APOLOGIES.....	5
	2.2 APPROVED LEAVE OF ABSENCE .....	5
	2.3 APPLICATION FOR A LEAVE OF ABSENCE.....	5
3	ANNOUNCEMENTS FROM PRESIDING MEMBER.....	5
4	DECLARATIONS OF INTEREST .....	7
5	PUBLIC QUESTION TIME .....	7
	5.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE.....	7
	5.2 PUBLIC QUESTION TIME.....	8
6	PRESENTATIONS .....	11
	6.1 PETITIONS.....	11
	6.2 PRESENTATIONS.....	11
	6.3 DEPUTATIONS .....	11
7	CONFIRMATIONS OF MINUTES .....	12
	7.1 ORDINARY MEETING OF COUNCIL (COMMISSIONER) – 28 JUNE 2023..	12
8	REPORTS OF COMMITTEES .....	12
9	REPORTS OF OFFICERS .....	13
	9.1 DIRECTOR OPERATIONS.....	13
	9.1.1 EXTRACTIVE INDUSTRY (GRAVEL) – LOT 1131 AND 1464 SPRING GULLY ROAD, SOUTHAMPTON.....	13
	9.2 DIRECTOR CORPORATE AND COMMUNITY.....	39
	9.2.1 ACCOUNTS FOR PAYMENT.....	39
	9.2.2 INTERIM MONTHLY FINANCIAL REPORT – JUNE 2023.....	39
	9.2.3. EXPRESSION OF INTEREST ASSESSMENT – VACANT BUILDING AT LOT 51 AND 616 RESERVE STREET, DONNYBROOK .....	40
	9.2.4 REQUEST FOR SERVICE LEVEL AGREEMENT – BALINGUP ARTS AND CULTURE HUB .....	51
	9.3 CHIEF EXECUTIVE OFFICER .....	54
	9.3.1 CARETAKER PERIOD.....	54
	9.3.2 WALGA ANNUAL GENERAL MEETING AND CONVENTION .....	57
	9.3.3 COUNCIL PLAN - BIENNIAL PROGRESS REPORT: APRIL 2023-JUNE 2023	60

10	ELECTED MEMBER MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN.....	67
11	NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING .....	67
12	MEETINGS CLOSED TO THE PUBLIC .....	67
	12.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED.....	67
	12.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC .....	68
13	CLOSURES.....	68

**SHIRE OF DONNYBROOK BALINGUP**  
**NOTICE OF ORDINARY COUNCIL (COMMISSIONER) MEETING**

Held at the Council Chamber  
Wednesday, 26 July 2023 at 5.00pm

---

## **1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS**

---

### **Commissioner – Acknowledgment of Country**

The Commissioner acknowledged the traditional custodians of the land, the Wardandi People of the Noongar Nation, paying respects to Elders, past, present, and emerging.

The Commissioner declared the meeting open at 5.02pm and welcomed the public gallery.

The Commissioner advised that the meeting is being live streamed and recorded in accordance with Council Policy EM/CP-2. The Commissioner to further stated the following:

*“This meeting is being livestreamed and digitally recorded in accordance with Council Policy.”*

*“Members of the public are reminded that no other visual or audio recording of this meeting by any other means is allowed without the permission of the chairperson.”*

*“Whilst every endeavour has been made to only record those who are actively participating in the meeting, loud comments or noises from the gallery may be picked up on the recording.”*

---

## **2 ATTENDANCES**

---

### **MEMBERS PRESENT**

<b>MEMBERS</b>	<b>STAFF</b>
Gail McGowan - Commissioner	Ben Rose – Chief Executive Officer
	Ross Marshall – Director Operations
	Samantha Farquhar – Administration Officer Executive Services
	Susie Delaporte – Senior Community Engagement Officer

---

### **PUBLIC GALLERY**

---

11 members of the public in attendance.

## **2.1 APOLOGIES**

---

Kim Dolzadelli – Director Corporate and Community  
Loren Clifford – Acting Manager Executive Services

## **2.2 APPROVED LEAVE OF ABSENCE**

---

Nil.

## **2.3 APPLICATION FOR A LEAVE OF ABSENCE**

---

Nil.

## **3 ANNOUNCEMENTS FROM PRESIDING MEMBER**

---

Firstly, can I remind people watching about the Café Conversation to be held in Balingup on Saturday evening and thank and commend the Balingup Progress Association for providing this opportunity. It is a great way to engage with prospective Councillors as we rapidly approach the October elections. I look forward to seeing people there. Nominations for the new Council are expected to open on 31 August 2023 and close on 7 September 2023.

A reminder also that the Council will enter caretaker mode on 14 September. This means that the last substantive Ordinary Council Meeting will be the August meeting. I expect that to be a very full agenda with some important decisions to be made. This will include the setting of rates and potentially the decision to proceed to the award of the construction contract for the VC Mitchell Precinct project. There will be Council meetings in both September and October, however, in accordance with the convention these will not determine any significant issues that might bind an incoming Council.

Today senior Council staff and I met with representatives of the South West Development Commission for a briefing on the feasibility study into re-opening of the railway line between Greenbushes and Bunbury. It is early days yet and the group – comprising representatives from the SWDC, Talison Lithium and ARC Infrastructure is just beginning what they describe as an extensive community engagement process.

Next week I will be attending a stakeholder update on the VC Mitchell Precinct. The most recent update I have seen is encouraging in terms of progress and I look forward to a more detailed briefing. People are no doubt aware that the Council has written to the State Government seeking an additional funding contribution in recognition of the substantial increase in construction costs. Staff have met with officers from the Department who will make a recommendation to Government in due course. We are aware that similar projects such as the Hands Memorial Oval and East Fremantle Football Club projects have received ‘top up’ funding and the decision for our Shire to seek the same has arisen from the work of Ronnie Hurst of RCH Consulting who has been assisting with the project.

Tonight's meeting agenda covers a range of subjects. These include consideration of an Extractive Industries licence for an area that sits on the boundary of our Shire and the Bridgetown Greenbushes Shire. I will also be determining the outcome of the Expression of Interest process for the building that sits alongside the Pump Track, as well as considering a request from the Balingup Arts and Cultural Hub for a Service Level Agreement.

The outcome of the annual performance appraisal for the Chief Executive Officer is also on the agenda, though it is a confidential item under the Local Government Regulations. The performance review has been undertaken in accordance with the requirements of the Local Government Act, with the assistance of Jane Nicholson from Price Consulting. I will be using the report from that process to brief the incoming Council. I thank both Mr Rose and Price Consulting for their professionalism during the process.

Over the last few days I have had cause to ask the CEO to direct staff not to answer some questions put to Shire staff. I did so because the competence of staff was being questioned and the person seeking the information, among other things, implied that the Council had been misled. In my first address as the Presiding Member I spoke of the need for courtesy and respect and the need to focus on issues and not individuals. I stand by the comments made at that time and at regular intervals since then. Over my tenure I have sought to develop a culture of openness and transparency, hence not responding to questions does not sit comfortably with me. That said, I have also stressed that there are both rights and responsibilities that come with seeking information and making commentary. As someone who has spent a significant part of my career in the area of occupational health and safety, I am particularly cognisant of the duty of care I have – both from a moral and a legal point of view – to support an environment free of hazards, including psychosocial hazards.

There continues to be a small core of people who hold very strong views about what has happened in the past or have opinions about certain individuals. This is not unusual in any democratic system. What I don't believe they are entitled to do is to make derogatory and unsubstantiated claims that potentially impact the health and wellbeing of individuals or impugn reputations. This applies equally to those who might serve as elected officials, public officers or members of the public. We all have a right to be treated with dignity and respect and to show the same respect to others.

I have spoken previously of the need to provide evidence to support complaints. To date I have seen no substantiated evidence that would support allegations made. I am aware that matters have also been referred to the Department of Local Government, Sport and Cultural Industries and integrity bodies such as the Corruption and Crime Commission. To my knowledge no complaint has been substantiated. In my experience, much of the criticism has been based on conjecture, speculation or a vague assertion or suspicion. Unfortunately, from time to time this gives rise to assertions that I, or others, are siding with the agency or particular staff. I can assure you that I alone am responsible for the decisions I make. I am certainly not captive of any individual or organisation and I will continue to do my very best to apply the principles of good governance to every decision I make.

Members of the public have a right to ask questions and a right to determine their own response to information provided. Council and its staff should always endeavour to respond openly and honestly but equally they should not tolerate unreasonable conduct.

As the Ombudsman points out, over the years there has been an increasing tendency for complainants to overlook the need to balance their right to make a complaint or assertion with the rights of staff to safety and respect and the rights of others to equal time and resources.

Consequently, where I form a view that a question or allegation is without merit or is undermining or derogatory, I will encourage staff not to respond. Equally, I will not engage in debate. People are entitled to their opinions just as I am to mine. From time to time that will mean we will have no choice but to agree to disagree.

I would encourage those who I do believe genuinely have the wellbeing of this Shire and the communities within it, to reflect on their own behaviour. While it is not unusual in contemporary public service to be subject to smear, innuendo or derogatory comments, please take the time to think about how much such behaviours are magnified in a small community. This will be especially relevant as a new Council of elected members is established. Good people will simply not put their hand up for election if they are going to be subject to unreasonable behaviour. And good staff will leave to go to places of employment where they are valued.

On a brighter note, I can say with conviction that I have overwhelmingly enjoyed support and respect from the community as have the staff. It is a fantastic Shire and it deserves strong and effective local representation. But each of us is human and often it is only the criticism that is heard.

## **4 DECLARATIONS OF INTEREST**

---

The Chief Executive Officer advised a financial interest in item 12.1.1 as the independent report and recommendations include financial implications for Mr Rose.

## **5 PUBLIC QUESTION TIME**

---

### ***5.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE***

---

Nil.



## **5.2 PUBLIC QUESTION TIME**

---

### Question: Victoria Buckley

*I am requesting an upgrade of the road, Palmer Street and for the creation of a footpath. The road condition is poor and unsafe. Some sections are particularly high risk for incidence for cars and pedestrians.*

*The road is quite narrow causing drivers passing cars or trucks to drive in the gravel or on the breaking away edges of the road; run off ditches are close to the road therefore there isn't much room to create reasonable distance. There are many foot users on the road, people walking for health and wellbeing, walking their dogs, with children on foot, bikes, scooters; mobility impaired using gophers, walking with any mobility aid would be difficult to impossible. In wet conditions the road can be slippery, in some sections, there is gravel run off after rain creating further risks for slips or falls. I do know of an incident a number of years ago where an older neighbour slipped and fell on the gravel on the road resulting in a hospital stay and surgery for a broken hip. This has been brought to the councils' attention previously.*

*The previous president did take the time to come and review the road and agreed attention was indeed needed, however this didn't result in any action. I am aware of the limitations of space for a wider road and footpath. A solution to this could be to make Palmer St a one-way road, therefore allowing the addition of a footpath and a much safer road, providing access to all people's levels of mobility.*

### Response: Manager Works and Services

All requests for the upgrading of roads (or construction of new roads), which are not included within a current Forward Works Program or the Long Term Financial Plan, are assessed against all other priorities of the Shire when these documents are reviewed. The next review is expected to occur in 2024/25. The Shire has recently completed a condition assessment of all roads in the Shire and this information will be used in the review/development of future Forward Works Programs also.

The Shire's pathway strategy is scheduled for review in 2023-24, including the development of a 5-year expansion and renewal path program. Currently, however, Palmer Street is not identified in plans for road upgrading (or for footpath works).

Like all other small-medium regional local governments, the Shire of Donnybrook Balingup has very limited own-source funding for road works, which are an expensive infrastructure asset to develop and maintain. Most of the Shire's funding for roadworks is sourced from the State and Federal Government, and that funding is generally required to be allocated to road infrastructure of regional significance. Whilst the Shire will consider the request for improvements to Palmer Street, it is unlikely that any upgrade works will be able to be funded in the short-medium term (i.e., next five years).

Question: Sian Blackledge

*My question is about Egan Park and the statement that says it was built as a netball viewing area pavilion. I was wondering where that history came from because it was actually a loan received by men's hockey and the hard court hockey, and they built it themselves. The little building that now has the electricity side was the viewing pavilion. I just wanted to know where that history came from.*

Response: Senior Community Engagement Officer

The information regarding the building's history was sourced from the Shire's archives. Any historic information you can provide relating to the building would be much appreciated, to correct the record.

Question: Lisa Glover

*My questions are around a decision recently made in regard to awarding money to businesses in the pilot grant scheme funding program. As the scheme funding is at the discretion of the CEO, what checks are in place?*

*Is it possible that the list of applicants is made public in conjunction with a list of those businesses which have received grants?*

*How were the businesses identified by the administration and how was the approach made to offer money?*

*How will any perceived conflict of interest be addressed, as the money will be awarded at the discretion of the CEO?*

*Will there be an overarching policy or criteria?*

*Section 6.11 of the Local Government Act 1995 requires that where a local government wishes to set aside money for use for a purpose in a future financial year, it is to establish and maintain a reserve account for each such purpose. The suite of asset management plans recommended for adoption in this report requires budgetary allocations to meet the anticipated expenditure requirements. The mechanism for meeting own source funded expenditure identified in the plans is from reserve funds. Therefore, the annual budget aims to fulfill the function of delivering sustainable levels of annual funding into reserves that is calculated to meet the planned expenditure.*

*Has the money allocated for transfer to the reserves in the budgets for the last five years been transferred in full?*

*How much money has been transferred into the reserves in each of the last five years and does it match the amount allocated in the budgets and asset management plans for those five years?*

*In five years time, according to the borrowing liability in the asset management plan, the projected loan amount ie, the amount borrowed will be \$5,727,969. Could you inform the*

*ratepayers of the amount in interest and principal that they will have to pay in this year using current interest rates?*

*In the asset management plan there appears to have been adjustments to the \$190,000 of backlogs in maintenance, with regard to halls. Have the boards at the Brookhampton hall now been oiled as this was in the \$22,000 of backlog of maintenance for this heritage listed building and the backlog does not exist in this updated plan.*

Response: Commissioner McGowan

Questions taken on notice.

Question: Shane Sercombe

*Could you please give an explanation of page six of the monthly financials attachment. Being the end of June, this is unaudited financials for the year, so it gives us an indication of where we are at for the financial year. The budget was for a net result of \$6.3 million and the actual was a \$2.4 million dollar loss. There is an \$8.7 million dollar difference there.*

Response: Commissioner McGowan

Question taken on notice.

Question: Shane Sercombe

*If we could have an explanation of page 37 of those financials. We have the loss on sale of assets at a million dollars and then the net profit on sale of assets at a million dollars.*

Response: Commissioner McGowan

Question taken on notice.

Question: Shane Sercombe

*Given we have made a \$2.4 million loss albeit unaudited, it's not a cash loss as such but the value of the Shire has decreased by 2.4 million dollars - what impacts may there be given we have to re-apply for the VC Mitchell loan.*

Response: Commissioner McGowan

In our discussions with the WA Treasury Corporation, there seems to be no reason to suggest that there would be any different response. We do have to reapply once we have accepted the financials. Also, the loan interest rate in the Long Term Financial Plan for VC Mitchell Park still sits below the amount that has been projected.

Question: Shane Sercombe

*Regarding the property management framework that's just been out for comment, are we able to have an explanation. It refers to what's on the lease fees as being minimum GRV and I take that to be the minimum gross rental value that we pay on our rates. Then*

*commercial entities we pay a MRV rate (market rental value). The minimum GRV would be \$1,500 for rates. So, regarding VC Mitchell, would the football club be classed as a sporting group or a commercial entity and what category would they fall in? Would they be paying the \$1,500 a year, or would they be paying a market rental value?*

Response: Commissioner McGowan

The football club would ordinarily pay a sporting club rate but the terms and conditions for any lease arrangements are yet to be determined for VC Mitchell.

Response: Director Operations

Most sporting clubs are incorporated. As a result, they are not commercial.

## **6 PRESENTATIONS**

---

### **6.1 PETITIONS**

---

Nil.

### **6.2 PRESENTATIONS**

---

Nil.

### **6.3 DEPUTATIONS**

---

Nil.

## **7 CONFIRMATIONS OF MINUTES**

---

### **7.1 ORDINARY MEETING OF COUNCIL (COMMISSIONER) – 28 JUNE 2023**

---

Minutes of the Ordinary Meeting of Council (Commissioner) held 28 June 2023 are attached (Attachment 7.1(1)).

#### **EXECUTIVE RECOMMENDATION**

**That the Minutes from the Ordinary Meeting of Council (Commissioner) held 28 June 2023 be confirmed as a true and accurate record.**

#### **COUNCIL RESOLUTION 87/23**

**MOVED: Commissioner Gail McGowan**

**That the Minutes from the Ordinary Meeting of Council (Commissioner) held 28 June 2023 be confirmed as a true and accurate record.**

**CARRIED: Commissioner Gail McGowan**

## **8 REPORTS OF COMMITTEES**

---

Nil.

## 9 REPORTS OF OFFICERS

### 9.1 DIRECTOR OPERATIONS

#### 9.1.1 EXTRACTIVE INDUSTRY (GRAVEL) – LOT 1131 AND 1464 SPRING GULLY ROAD, SOUTHAMPTON

<b>Location</b>	Lot 1131 and 1464 Spring Gully Road, Southampton
<b>Applicant</b>	M Crombie
<b>File Reference</b>	P22059 / A4962
<b>Author</b>	Philip Diamond, Planning Officer
<b>Responsible Manager</b>	Kira Strange, Acting Manager Development Services
<b>Attachment</b>	9.1.1(1) Location Plan 9.1.1(2) Locality Plan 9.1.1(3) Site Plan 9.1.1(4) Initial Access Plan 9.1.1(5) Revised Access Plan and Letter of Consent 9.1.1(6) Full copy of management plan 9.1.1(7) Full copy of Submitter 1 Submissions 9.1.1(8) Full copy of Submitter 2 Submissions 9.1.1(9) Full copy of External Agency Submissions
<b>Voting Requirements</b>	Simple Majority

#### EXECUTIVE RECOMMENDATION

That Council (the Commissioner), pursuant to Schedule 2, Part 9, Clause 68 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, approves the Application for Development Approval for an Extractive Industry (Gravel) at Lot 1131 and 1464 Spring Gully Road, Southampton, subject to the following:

**Conditions:**

1. The layout of the site and location of works permitted must always accord with the endorsed plan(s), including any notations and/or conditions of approval, and must not be altered or modified without the further written consent of the Shire of Donnybrook Balingup.
2. This approval is valid for a period of five (5) years after the date of issue or within any extended period as determined, in writing, by the Shire of Donnybrook Balingup.
3. Prior to the commencement of works, a copy of a current public liability insurance policy taken out in the joint names of the licensee and the local government indemnifying the licensee and the local government for a sum of not less than \$10,000,000 in respect of any one claim relating to any of the excavation operations.
4. All stormwater from the proposed development including building(s) and

hardstand area(s) shall be managed by the landowner in perpetuity, in accordance with the Shire's stormwater management standards and the Animals, Environment and Nuisance Local Law 2017 or superseding standard(s).

5. Any erosion and/or sedimentation issues that occur due to insufficient drainage and/or stormwater management from the proposed development, including any driveway or accessway, is to be rectified, so as not to impact any surrounding waterways and/or properties, including any infrastructure, to the satisfaction of the Shire of Donnybrook Balingup.
6. No groundwater is to be exposed on the surface of the pit floor. Should groundwater be exposed during excavation works, all works are to cease and the Shire of Donnybrook Balingup is to be notified. Any remedial works, as required by the Shire, in consultation with the Department of Water and Environmental Regulation, are the responsibility of the operator to rectify.
7. Dust is to be appropriately managed on site at all times in accordance with the relevant provisions of the Application Report (attached), the Shire of Donnybrook Balingup *Animals, Environment and Nuisance Local Law 2017*, and to the satisfaction of the Shire of Donnybrook Balingup.
8. Operating hours of the extractive works are restricted to 7:00 am to 5:00 pm – Monday to Saturday (excluding Public Holidays) unless otherwise agreed, in writing, by the Shire of Donnybrook Balingup.
9. Prior to the submission of an Extractive Industry Licence application, a Pit Rehabilitation and Closure Management Plan prepared by a suitably qualified person is to be submitted to, and approved by, the Shire of Donnybrook Balingup. The Plan is to be prepared in accordance with the requirements of works outlined within the Shire of Donnybrook Balingup *Extractive Industry Local Law* including, but not limited to:
  - 9.1 All site restoration and remediation works including indicative timeframes;
  - 9.2 Maximum batter/slope levels and methods of stabilisation;
  - 9.3 Finished ground levels;
  - 9.4 Watercourse management; and
  - 9.5 Proposed plant species, number and location including any maintenance requirements.
10. Prior to the submission of an Extractive Industry Licence application, a \$10,000 bond (cash or unconditional bank guarantee in favour of the Shire of Donnybrook Balingup) is required for the works identified by the Pit Rehabilitation and Closure Management Plan in Condition 11. Return of the bond will be subject to meeting the completion of works identified in the rehabilitation and closure plan to the satisfaction of the Shire of Donnybrook Balingup.
11. Pit closure works and rehabilitation of the site is to be completed within two (2) years of the end of extraction works or the expiration of this approval

**(whichever is sooner) unless otherwise extended, in writing, by the Shire of Donnybrook Balingup.**

- 12. Weed management is to be undertaken in accordance with the relevant provisions of the Application Report (attached) and to the satisfaction of the Shire of Donnybrook Balingup. Any declared weeds found to be within the site need to be appropriately treated and removed prior to any further excavation works.**
- 13. Suitable fire management is to be undertaken in accordance with the relevant provisions of the Application Report (attached), the Shire of Donnybrook Balingup *Bush Fire Brigades Local Law* and the *Bush Fires Act 1954*, or superseding standard(s).**
- 14. Prior to the submission of an Extractive Industry Licence application, the endorsed detailed access plan (internal traffic management system), including access and egress locations, is to be fully implemented, constructed and appropriately signposted to the satisfaction of the Shire of Donnybrook Balingup. The internal traffic management system is thereafter to be implemented, and adhered to, to the satisfaction of the Shire of Donnybrook Balingup.**
- 15. Prior to the commencement of works, a traffic management plan for haulage is to be submitted to, and approved by, the Shire of Donnybrook Balingup, in consultation with the Shire of Bridgetown Greenbushes. The traffic management plan is thereafter to be implemented to the satisfaction of the Shire of Donnybrook Balingup.**
- 16. Haulage and other major traffic movements for this extractive industry will not be approved, nor are they to occur:**
  - 16.1 concurrently to haulage related to Extractive Industry Licence IND 01/37; or**
  - 16.2 west along Spring Gully Road from the permitted egress point; without prior written approval from the Shire of Donnybrook Balingup.**
- 17. Prior to the issuing of an Extractive Industry Licence, the applicant and representatives of the Shire of Donnybrook Balingup and Shire of Bridgetown Greenbushes are to jointly inspect the current condition of Spring Gully Road. The applicant is to thereafter provide regular reporting on the road condition to the Shire of Donnybrook Balingup and maintain the road to the satisfaction of the Shire of Donnybrook Balingup, in consultation with the Shire of Bridgetown Greenbushes.**
- 18. Prior to the commencement of the use, appropriate signage is to be installed alerting users of the Bibbulmun Track of the extractive industry to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Biodiversity, Conservation and Attractions.**
- 19. Prior to the commencement of works, suitable safety fencing and warning signage is to be installed on the perimeter of the extraction area and**



thereafter maintained to the satisfaction of the Shire of Donnybrook Balingup.

20. Existing boundary fencing adjoining State Forest is to be appropriately maintained to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Biodiversity, Conservation and Attractions.
21. Native vegetation within the extraction area identified for retention is to be protected and maintained to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Water and Environmental Regulation.

**Advice Notes:**

- A. This development approval does not equate to an Extractive Industry Licence. No works are to be undertaken until such time as an application for an Extractive Industry Licence is submitted to, and approved by, the Shire of Donnybrook Balingup in accordance with the *Extractive Industry Local Law*.
- B. The proposed operations are likely categorized as a Prescribed Premises, as per Schedule 1 of the *Environmental Protection Regulations 1987* (EP Regulations). The applicant is advised to refer to the information and Industry Regulation Guide to Licensing available at <http://www.der.wa.gov.au/our-work/licences-and-works-approvals> and to contact the Department of Water and Environmental Regulation at [info@dwer.wa.gov.au](mailto:info@dwer.wa.gov.au) or (08) 6364 7000 regarding requirements.
- C. As per Clause 4.34 of the Shire of Donnybrook Balingup *Local Planning Scheme No. 7*, it is acknowledged that legal access for Lots 1131 and 1464 is currently gained through Lot 2035 as it is currently in the same ownership. If either of the properties change ownership, it is the landowner's responsibility to ensure the development is continued to be provided with legal, constructed access in perpetuity, which may require an easement on the Title(s).
- D. With regards to Condition 10 and 11, return of the bond will be measured against the works identified within the Pit Rehabilitation and Closure Management Plan as determined by the Shire of Donnybrook Balingup.
- E. It is noted that currently there are no identified School Bus routes along the proposed haulage route. Should a School Bus route begin operating along the route, the Department of Education may require further information. In this instance, it is strongly recommended that haulage trucks movements cease during the hours the school bus operates including:
  - (i) 7:30 am to 8:40 am on school days; and
  - (ii) 3:20 pm to 4:20 pm on school days.
- F. Where any clearing works may be required, it is recommended that a fauna

survey be submitted to the Shire of Donnybrook Balingup to ensure the area has been inspected by a suitably qualified person to identify any habitat trees being utilised by fauna including Carnaby's Cockatoo, Baudins Cockatoo, Forest Red Tail Black Cockatoo, Southern Brush Tailed Phascogale, Western Ringtail Possums and/or any other threatened fauna in the area. Where fauna are identified, the applicant should ensure that no clearing of the identified habitat trees/vegetation occurs until such time that the subject fauna are no longer utilising the habitat trees/vegetation.

- G. All on-site work is to be appropriately managed to ensure compliance with the *Environmental Protection (Noise) Regulations 1997* and the Shire of Donnybrook Balingup *Animals, Environment and Nuisance Local Law 2017* or superseding standard(s).
- H. The proposed extraction is to be implemented in accordance with the Department of Water and Environmental Regulation's Water quality protection note (WQPN) 15 'Basic raw materials extraction' where applicable, to ensure environmental risks are appropriately mitigated.
- I. Management of all activities involving hazardous chemicals shall be in accordance with the Department of Water and Environmental Regulation's WQPN 56 – 'Toxic and Hazardous Substance Storage and Use' (Dec 2018).
- J. Notwithstanding any approval hereby granted by the local government, the applicant is reminded of their obligations under the *Aboriginal Cultural Heritage Act 2021* with regards to undertaking a due diligence assessment and obtaining all relevant approvals. For further information, you may wish to contact the Department of Planning, Lands and Heritage.
- K. If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.
- L. Where an approval has so lapsed, no development must be carried out without the further approval of the local government having first been sought or obtained.
- M. If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be made within 28 days of the determination.

## STRATEGIC ALIGNMENT

The following outcomes from the Council Plan 2022 – 2032 relate to this proposal:

Outcome	6	The built environment is responsibly planned and well maintained
Objective	6.1	Ensure sufficient land is available for residential, industrial, and commercial uses.

## EXECUTIVE SUMMARY

An application for development approval was received by the Shire on 10 November 2022 for an Extractive Industry (Gravel) at Lot 1131 and 1464 Spring Gully Road, Southampton.

The application was advertised to all properties within a 1 kilometre radius of the subject lot boundaries with two (2) submissions received, initially objecting to the proposal. Following a preliminary assessment, the applicant amended the initial application to provide safe access in the form of delineating different access and egress crossover locations. Following further liaison one objection was withdrawn as their concerns have been addressed.

Following an extensive assessment, including internal and external stakeholder referrals, Shire officers are satisfied that the proposal is suitable to be approved subject to appropriate management conditions. Therefore, it is recommended that Council (the Commissioner) approve the proposal as per the executive recommendation.

## BACKGROUND

On 10 November 2022, the Shire received an application for development approval for an extractive industry (gravel) at Lot 1131 and 1464 Spring Gully Road, Southampton. The subject lots are approximately 54.9 and 40.6 hectares respectively and are both zoned 'General Agriculture' under the Shire of Donnybrook Balingup *Local Planning Scheme No. 7* (LPS7).

In accordance with LPS7, 'industry – extractive' means *"an industry which involves the extraction, quarrying or removal of sand, gravel, clay, hard rock, stone or similar material from the land and includes the treatment and storage of those materials or the manufacture of products from those materials on, or adjacent to, the land from which the materials are extracted, but does not include industry-mining"*.

Under LPS7, 'industry – extractive' is an 'A' use in the General Agriculture zone which means that *"the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the deemed provisions"*. In this regard, all applications for an extractive industry on General Agriculture zoned properties require prior approval from the Shire.

The subject area of the proposal does not adjoin a gazetted road, however, access to the property is through Lot 2035 to Spring Gully Road, as this is in the same ownership. The lots are bounded by private rural land on the south and west, and by State Forest to the east. The site is partially located within a bushfire prone area. A Location Plan is provided

in Attachment 9.1.1(1) and a Locality Plan illustrating the surrounding area in further detail is provided in Attachment 9.1.1(2).

The subject lots are currently vacant and used for grazing of cattle. It is noted that the landowner of the subject lots is also the landowner of several lots to the north of the property which is currently subject to an Extractive Industry approval for gravel (IND 01/37) (Attachment 9.1.1(1)).

The proposed extractive industry includes the following key information:

- Hours of Operation are 7:00 am to 5:00pm, Monday to Saturday (Excluding Public Holidays);
- Extraction Area totals ~9ha of land;
- Length of time for extraction is 1 to 5 years;
- Extraction volume is approximately 50,000 to 70,000 tonnes per annum;
- Depth of extraction varies from 0.5m to 1m;
- Truck haulage volumes are approximately 15 trips per day during haulage operations; and
- Traffic movements are proposed along Spring Gully Road to the east as the product is intended for the nearby mine within the Shire of Bridgetown Greenbushes.

In accordance with the provisions of the LPS7, and the requirements of the *Planning and Development (Local Planning Scheme) Regulations 2015*, the application was referred to:

- All properties within a 1km radius of the subject lot boundaries;
- The Shire's internal Development Control Unit; and
- External government agencies, including:
  - Department of Planning, Lands and Heritage (DPLH) (Aboriginal Heritage);
  - Department of Primary Industries and Regional Development (DPIRD);
  - Department of Mines, Industry, Regulation and Safety (DMIRS);
  - Department of Biodiversity, Conservation and Attractions (DBCA);
  - Department of Water and Environmental Regulation (DWER); and
  - Shire of Bridgetown Greenbushes (SoBG)

Further details regarding the advertising, consultation and submissions received are available in 'Consultation' below.

A preliminary assessment was completed and additional information, including amendments to the proposal, was requested of the applicant. Following the submission of this information and requested changes, a thorough assessment and further consultation was completed.

Notwithstanding this, in accordance with delegation 9.3.1 *Local Planning Scheme No.7 – Development Applications*, the power of delegation to officers is excluded where:

- (i) *Applications where objections have been received on valid planning grounds which cannot be reasonably addressed by negotiated minor variations to the application and/or conditions of approval; or*
- (ii) *Development which, in the opinion of the delegated officer, is contentious and/or is the subject of significant community interest.*

Hence, the application is presented to Council (the Commissioner) for determination.

**FINANCIAL IMPLICATIONS**

All relevant application fees have been paid by the applicant. There are no financial implications for the Shire associated with this application.

**POLICY COMPLIANCE**

The proposal has been assessed against the relevant and applicable provisions of the following polices.

**Local Planning Policy 9.7 – Interpretation (Extractive Industry) (LPP 9.7)**

LPP 9.7 states that where extraction of raw material is for personal use, it is not considered an extractive industry. Therefore, LPP 9.7 is not applicable to this proposal as it is for a commercial extraction operation.

**State Planning Policy 2.4 – Planning for Basic Raw Materials (SPP 2.4)**

Applicable clauses of SPP 2.4 and the associated guidelines have been assessed in the table below.

<b>SPP 2.4 Requirement</b>	<b>Officer Comment</b>
<i>Clause 6.3 – Subdivision and development applications to demonstrate:</i>	
<i>(a) that land uses are compatible by avoiding sensitive land uses within SGS areas and/or extraction site separation distances as outlined in the EPA Guidance Statement No 3 – Separation Distances between Industrial and Sensitive Land Uses;</i>  <i>Buffer distance required is 1000m without management measures</i>	Nearest sensitive land use is 900m away, management measures are proposed for dust and noise.  DWER have reviewed the proposed measures as they relate to the separation distances of EPA Guidance Statement No.3 and have no objections.  Condition required for compliance with the proposed management measures.
<i>(d) the application of vertical separation distances to groundwater and other management measures to protect water resources where an extractive industry is proposed.</i>	DWER have reviewed the management plan and are satisfied that the proposal will not impact the groundwater given its topographic position.  Condition required to ensure that if groundwater is intercepted, operations are to cease.

<b>SPP 2.4 Guideline Requirement</b>	<b>Officer Comment</b>
<i>Clause 4 – Assessment of Proposals for Extractive Industries</i>	
<i>(a) the avoidance or mitigation of conflicts and detrimental effects on existing and future sensitive land uses and agricultural land in the surrounding areas (that is, noise, dust, vibration, blasting and vehicular traffic);</i>	<p>Management plan addresses impacts to sensitive land uses.</p> <p>Traffic has been noted as a potential issue. The revised access/egress locations, along with the internal traffic arrangement is expected to address the potential issues from traffic.</p> <p>Conditions required regarding maintaining this vehicle access system and for ongoing maintenance of Spring Gully Road.</p>
<i>(b) having an effective consultation process with appropriate stakeholder engagement, including advertising as required;</i>	<p>Consultation has been undertaken in accordance with the <i>Planning and Development (Local Planning Scheme) Regulations 2015</i>.</p>
<i>(e) the quantity and quality of resource and scale and duration of extraction</i>	<p>Duration of extraction is a maximum of 5 years.</p> <p>This is relatively short for an extractive industry proposal and is considered reasonable.</p>
<i>(f) management of finished ground levels for BRM extraction and site rehabilitation</i>	<p>Rehabilitation plan has been provided and DWER have noted that they are satisfied with the proposed measures.</p> <p>Condition required to enforce implementation of rehabilitation plan.</p>
<i>(g) the site’s potential for sequential land use and the ability to rehabilitate the land in a manner compatible with its long-term use as defined by the local planning scheme (see note below);</i>	<p>Proposal includes 4 stages to be undertaken.</p> <p>Sequential rehabilitation back to pasture is a common condition of approval for proposals of this nature on existing farm land.</p>
<i>(h) the ability to stage the extraction operations to avoid conflicts with any adjacent sensitive land uses;</i>	<p>Proposal includes 4 stages to be undertaken which will minimise any potential impacts to surrounding land uses as they are sequentially returned to pasture.</p>
<i>(i) the effect of the proposed extractive industry on any adjacent agricultural land</i>	<p>Based on the setbacks to adjacent lots, there are no anticipated impacts to agricultural land surrounding the proposal.</p>

<p><i>(j) the availability and suitability of road access;</i></p>	<p>The road condition is of a standard gravel road.</p> <p>The impact of this proposal to the long term condition of the road is unlikely to be significant, particularly when compared to current use and surrounding existing extractive industries.</p> <p>The applicant operates an existing extractive industry in the locality and the haulage movement for those operations will largely transition to this proposal (i.e. there will not be a net increase in vehicles).</p> <p>Additional measure can be implemented through conditions of approval for a traffic management plan, taking into consideration existing operations.</p>
<p><i>(k) the effect of the proposed extractive industry on any native flora and fauna and general landscape values;</i></p>	<p>Native vegetation identified in the application within the extraction area is to be retained.</p>
<p><i>(l) how all water resources will be protected during BRM extraction including a separation distance to the defined groundwater level plus other management measures to protect water resources during BRM extraction;</i></p>	<p>Water management measures have been provided and DWER have noted that they are satisfied with these.</p> <p>A condition of approval is required to implement these.</p>

**State Planning Policy 2.5 – Rural Planning (SPP 2.5)**

Applicable clauses of SPP 2.5 have been assessed in the table below.

SPP 2.5 Requirement	Officer Comment
<p><i>Clause 5.9 – Basic raw materials outside the Perth and Peel planning regions</i></p>	
<p><i>(f) sequential land use planning is encouraged whereby extraction and appropriate rehabilitation can take place on a programmed basis in advance of longer-term use and development</i></p>	<p>Proposal includes 4 stages to be undertaken.</p> <p>Sequential rehabilitation to pasture to be required through conditions of approval as each stage concludes.</p>
<p><i>(i) planning decision-makers are to have due regard to advice from environmental agencies and consider potential impacts on fragmentation and connectivity of remnant vegetation;</i></p>	<p>DWER and DBCA have reviewed the application.</p> <p>No objections were raised and conditions applied to application are to be consistent with their advice.</p>

**State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)**

The proposal is located within an area designated as bushfire prone area. Clause 2.6 of the *Guidelines for Planning in Bushfire Prone Areas V1.4* provides discretion to exempt proposals from the requirements of SPP3.7 in circumstances where there is no

intensification of land-use, and/or the proposal is not increasing the bushfire threat. An example of this is provided within the Guidelines:

*A development application for an extractive industry where the extraction is undertaken in an open cleared area (for example, quarries and open cut mining) and no habitable buildings are proposed.*

The proposal is consistent with this example and has been exempted from the requirements of SPP 3.7 accordingly.

## **STATUTORY COMPLIANCE**

The application has been assessed against the relevant and applicable statutory provisions as follows.

### **Shire of Donnybrook Balingup Local Planning Scheme No.7**

#### **Part 3 – Zones and the Use of Land**

The lots are zoned General Agriculture under LPS7. In accordance with Clause 3.5.2 of LPS7, the objectives of the zone are as follows:

- (i) encourage the protection of rural infrastructure and agricultural land resources;*
- (ii) encourage the use of rural land for commercial agricultural production including grazing, cropping, agro forestry, tree plantations, and intensive agriculture (where permitted);*
- (iii) seek to protect the economic viability of the area;*
- (iv) seek to encourage developments which will improve the Shire's population base;*
- (v) recognise the aesthetic and tourism importance of the scenic landscape, realise the need to retain the rural scenic character of a site and of the district by ensuring through siting and landscaping provision that any development does not detrimentally change the scenic rural character;*
- (vi) recommend support for subdivision where it provides for boundary adjustments, realignments and farm restructuring and new lot creation which promotes effective land management practices, environmental and landscape enhancement and infrastructure provision;*
- (vii) support non-rural uses where they are compatible with adjacent and nearby rural and other uses, and where environmental, landscape and servicing considerations are appropriately addressed;*
- (viii) support the retention and protection of portions of land within that zone that are not cleared of remnant vegetation and that are valuable to the rural and natural landscape values and ecological systems of the district; and*



(ix) *encourage and promote appropriate bush fire risk management.*

Based on the context of the site and the scale of the operations, the proposal is generally consistent with the above objectives of the General Agriculture zone. In addition, the proposal does not jeopardise the intent of the General Agriculture zone and will not adversely or unreasonably impact the surrounding area and future ability of the land for agricultural purposes.

**Part 4 – General Development Requirements**

The relevant and applicable general development requirements of LPS7 have been assessed and summarised in the below table.

<b>LPS7 Requirement</b>	<b>Proposal</b>	<b>Officer Comment</b>
<i>Clause 4.8 Clearing Native Vegetation</i>	Any native vegetation within the extraction area is proposed to be retained.  Some clearing may be required for the endorsed egress route.	Any clearing required for the exit road would be minor.  Clearing will need to comply with best practice regarding clearing.  Advice note to be provided regarding habitat trees and ensuring that vegetation is not inhabited by protected species.
<i>Clause 4.17 General Appearance of Buildings and Preservation of Amenity</i>	Proposed excavation is at the peak of the topography/slope that faces away from Southampton and Spring Gully Road.	The extraction area is not clearly visible from the road or from any adjacent properties beyond those already owned by the applicant.  There is no expected visual amenity impact.
<i>Clause 4.24 Use of Setback Areas</i>	Proposed extraction is within the 20m side/rear setback for the two lots.	Given the lots are under the same ownership, any impact of the reduced setback is solely to the landowner.  In addition, providing such a setback to the central boundary can create issues for stormwater as it can create a central gully where water is directed between two extraction areas. The reduced setback will ensure that this does not occur.  The reduced setback is acceptable.

<p><i>Clause 4.27 Car Parking and Vehicle Access Requirements</i></p>	<p>Any parking associated with the proposal will be within the subject lot boundaries.</p>	<p>Given the size of the lots there is adequate space for parking of any vehicles associated with the development.</p>
<p><i>Clause 4.32 Vehicle Crossovers/Entrances</i></p> <p><i>Clause 4.32.1 The local government may limit access to a lot to a single entry/exit point or may require separate entrances and exits, or may require that entrances and exits be placed in positions nominated by it, if it considers such provision necessary to avoid or to reduce traffic hazards.</i></p>	<p>Initial proposal was for a single entry/exit point on a crossover close to the Shire Boundary.</p> <p>Revised proposal is for an entry/exit system featuring:</p> <p>1 – Entry Point with vehicles from Bridgetown-Greenbushes (to the east) turning left from Spring Gully Road into access point</p> <p>2 – Exit Point will feature vehicles turning right onto Spring Gully Road towards Bridgetown-Greenbushes</p>	<p>Initial proposal was unacceptable and did not provide for safe entry/egress, particularly for haulage.</p> <p>The revised proposal reduces the direct area of traffic conflict by providing a circular vehicular system where vehicle entry and exit is separated reducing potential traffic conflicts.</p> <p>It ensures that vehicles can easily exit the road, into the property without having to wait / stack on the road when vehicles are exiting the property.</p> <p>The exit point is onto a small sealed section of Spring Gully Road, provides clear sightlines, and allows for stacking inside the property when waiting for safe moments to enter the road.</p> <p>The revised solution is considered acceptable.</p>
<p><i>Clause 4.34 Development of Land without Constructed / Dedicated Road Frontage or Access</i></p> <p><i>Notwithstanding any other provision of the Scheme, development approval is required for any development on land abutting an unconstructed road or a lot or location which does not have frontage to a dedicated road.</i></p>	<p>The subject lots do not adjoin constructed road reserves. Access to the lots is through Lot 2035.</p>	<p>Access to the proposal is ensured by the landowner's ownership of Lot 2035. Condition will need to be placed noting that if this lot is sold, alternative access arrangements will need to be provided for the development and is the sole responsibility of the landowner.</p>
<p><i>Clause 4.42 Bush Fire Hazard and Fire Management Plans</i></p>	<p>The extraction area is within a designated bushfire prone area.</p>	<p>As noted above, the development is exempt from the requirements of SPP 3.7.</p>

	Proposal includes operating procedures for times of bushfire risk.	Notwithstanding this, the proponents operating procedures are reasonable and are to be conditioned as part of the management of the proposal.
--	--	---

The following LPS7 requirements relate to the specifics of Clause 4.54 General Agricultural Zone.

<b>LPS7 Requirement</b>	<b>Proposal</b>	<b>Officer Comment</b>
<i>Clause 4.54.8 – Development standards</i>		
<i>Setbacks:</i>		
<i>(i) Minimum front setback – 30m</i>	Lot 1464 – >500m proposed Lot 1131 – 0m proposed	Does not comply.  Given the lots are under the same ownership, any impact of the reduced setback is solely to the landowner.  In addition, providing such a setback to the central boundary can create issues for stormwater as it can create a central gully where water is directed between two extraction areas. The reduced setback will ensure that this does not occur. The reduced setback is acceptable.
<i>(ii) Minimum side setback – 20m</i>	Lot 1464 East – 30m Lot 1464 West – >700m Lot 1131 East – 30m Lot 1131 West – 80m	Complies.
<i>(iii) Minimum rear setback – 20m</i>	Lot 1464 – 0m Lot 1131 – 500m	Does not comply.  Given lots are under same ownership, any impact would be to the landowner.  In addition, the proposed reduced setback will reduce potential stormwater issues that could occur between the two boundaries.
<i>(iv) Setback to State Forest Boundary – Minimum 100m</i>	Both Lots – 30m	Does not comply.  DBCA do not object to the reduced setback.

		100m setback provides increased separation predominantly for bushfire management. These measures have been addressed within the application and will be conditioned as part of an approval.
<i>Clause 4.54.8.2 – In determining proposed setback reductions, the local government will consider:</i>		
<i>(i) any alternative development sites on the property</i>	As per application documentation.	The available gravel resource is in the location proposed, there are no other alternative sites.
<i>(ii) possible bush fire hazards</i>	As per application documentation.	Bushfire management has been addressed by the applicant.
<i>(iii) environmental impacts</i>	As per application documentation.	The reduced setback to State Forest could have environmental impact if not appropriately managed through conditions of approval, specifically the maintenance of existing fencing.  As per DBCA advice, conditioning to be placed on proposal to reduce any potential impact.
<i>(v) visual impact</i>	As per application documentation.	Reduced setback does not involve any visual impact to surrounding lots.
<i>(vi) servicing/infrastructure implications</i>	As per application documentation.	The reduced setback does not have any additional servicing/infrastructure implications.
<i>Clause 4.54.8.4 – local government may consider a lesser setback where applicant can demonstrate land use conflicts may be ameliorated by appropriate management design or buffer planting</i>	As per application documentation.	The reduced setbacks outlined above are internal to the two subject lots and will not have any land use conflict as the lots are under the same ownership.  DBCA does not object to the proposed setback to state forest, conditions to reduce

		any potential negative impact to the state forest.
<i>Clause 4.54.8.8 (iii) In assessing applications for development approval within the General Agriculture zone, the local government will consider the following: the adequacy of the roads, existing or proposed in the area which may be needed to support the amount of road traffic expected to be generated by the development;</i>	As per application documentation.	Refer to assessment against clause 4 (j) of SPP 2.4 above.

### Part 5 – Special Control Area

The subject lots are located within Special Control Area 3 – Blackwood Precinct. As per Clause 5.4.3.1 (i) of LPS7, the Shire is required to consult with the Department of Agriculture (now DPIRD) and Department of Fire and Emergency Services unless notified that particular types of development do not necessitate referral.

The proposal has been referred to DPIRD and no objections were received.

Referral was not undertaken to the Department of Fire and Emergency Services (DFES) as previous advice received from DFES has noted that they will only review proposals that require assessment under SPP 3.7.

### **Planning and Development (Local Planning Schemes) Regulations 2015**

Schedule 2, Part 9, Clause 67 (2) outlines the matters to be considered by a local government when assessing an Application for Development Approval. The relevant matters have been assessed as follows.

<b>LPS Regs Requirement</b>	<b>Proposal</b>	<b>Officer Comment</b>
<i>Clause (m)(ii) the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development</i>	Proposed excavation is at the peak of the topography/slope that faces away from Southampton and Spring Gully Road.	The extraction area is not clearly visible from the road or from any adjacent properties beyond those already owned by the applicant.  There is no expected visual amenity impact.
<i>Clause (n)(i) environmental impacts of the development</i>	Management plan includes provisions to ensure proposal does not negatively impact the environment.	Management plan is acceptable.  Conditions of an approval required to ensure State Forest is not impact by the proposal.

<i>Clause (o) likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate their impact</i>	Management plan includes provisions to ensure proposal does not negatively impact the environment.	Management plan is acceptable.  DWER have reviewed plan and do not object to proposed provisions.
<i>Clause (s) (i) the adequacy of the proposed means of access to and egress from the site</i>	Revised proposal is for an entry/exit system featuring:  1 – Entry Point with vehicles from Bridgetown-Greenbushes turning left from Spring Gully Road into access point  2 – Exit Point will feature vehicles turning right onto Spring Gully Road towards Bridgetown-Greenbushes	The revised access/egress locations, along with the internal traffic arrangement has adequately addressed the potential traffic issues.  Suitable conditions of approval are required to ensure adherence to this vehicle access system and for maintaining the road.
<i>Clause (t) amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety</i>	Refer to assessment against clause 4 (j) of SPP 2.4 above.	Refer to assessment against clause 4 (j) of SPP 2.4 above.

### **Shire’s Extractive Industries Local Law**

The proponent would be required to apply for an Extractive Industry Licence prior to undertaking any extraction activities.

As part of the assessment against the Local Law, the Shire undertakes a preliminary compliance review to ensure all applicable conditions of approval have been fulfilled prior to issuing a licence.

### **CONSULTATION**

Schedule 2, Part 9, Clause 64 (1) (b) (i) of the *Planning and Development (Local Planning Scheme) Regulations 2015*, specifies that the Shire is to undertake advertising when considering an application for development approval for an ‘A’ use.

In accordance with Clause 67 of the Regulations, the Shire must give due regard to any submission received during the consultation period.

### **External Authority / Agency Referral**

The proposal was advertised to relevant external authorities / agencies including:

- Department of Planning, Lands and Heritage (DPLH) (Aboriginal Heritage);
- Department of Primary Industries and Regional Development (DPIRD);
- Department of Mines, Industry, Regulation and Safety (DMIRS);

- Department of Biodiversity, Conservation and Attractions (DBCA);
- Department of Water and Environmental Regulation (DWER); and
- Shire of Bridgetown Greenbushes (SoBG).

A full copy of the agency responses can be found in Attachment 9.1.1(9) with a summary provided below.

<b>Agency</b>	<b>Agency Comment</b>	<b>Officer Comment</b>
DPLH	No objection – not located within Aboriginal Heritage Place	Noted
DPIRD	No objection	Noted
DMIRS	No objection	Noted
DBCA	No objection, requested that: <ol style="list-style-type: none"> <li>1. There be no direct or indirect impact to State Forest, that stormwater be directed away from state forest and that there be no dieback impact</li> <li>2. Vegetation facing Bibbulmun track to be maintained</li> <li>3. Fencing towards state forest to be maintained in good condition</li> <li>4. Signage to be implemented to Bibbulmun Track walkers</li> </ol>	Point 1 is addressed by the management measures proposed which are all internal to the lots.  Point 2 is noted but not necessary given vegetation towards the Bibbulmun Track is not proposed to be removed.  Points 3 and 4 are to be conditioned.
DWER	No objection, requested that: <ol style="list-style-type: none"> <li>1. Stormwater measures to be appropriately designed and constructed</li> <li>2. Only single cell to be opened at any given time</li> <li>3. That the operation is to be in accordance with Water Quality Protection Note 15</li> <li>4. No dewatering works to be undertaken</li> <li>5. Local government to be notified if water table intercepted</li> <li>6. Management of hazardous chemicals to be in accordance with Water Quality Protection Note 56.</li> <li>7. Shire to sign off on stormwater infrastructure per stage</li> <li>8. Noted that the operation may be considered a 'Prescribed Premises' requiring DWER approval</li> </ol>	Points 1-6 can be conditioned as part of an approval.  The Shire considers that Point 7 is not necessary if the application is undertaken in accordance with the management plan provided.  Point 8 can be included as an advice note.
SoBG	Noted that the applicant had not provided for maintenance of road impacted by operation. In addition,	The requested advice note and condition can be implemented in part, however will need to be clarified to

	<p>noted the inadequacy of the initial crossover.</p> <p>Requested condition for applicant's responsibility of proportionate impact to the road and advice note regarding letter received from Talison Lithium Mine.</p>	<p>ensure they reasonable assign proportionate impact to road.</p>
--	--	--

**Internal Development Control Unit**

The application was referred to the internal Development Control Unit for assessment where the key issues raised related to internal and external traffic management, specifically the proposed access crossover from Spring Gully Road and its suitability for the proposed development.

After further correspondence with the applicant, the application has been amended to provide an alternative vehicle access system involving two separate entry and exit points (Attachment 9.1.1(5)). The exit point is within an adjacent property and has been appropriately consented to by the landowner of that property (Attachment 9.1.1(5)). This amended plan was reviewed internally by the Shire's Works and Services department, which is satisfied that the concerns have been addressed and can be appropriately managed through suitable conditions of approval.

**Neighbour Notification**

Based on the potential localised impacts of a proposal of this nature, and considering the EPA's 1000m generic buffer distance for such extractive industry proposals, officer's provided written notification to all landowners within a 1km radius of the subject lot boundaries.

A total of two submissions were received, initially objecting to the proposal - specifically the proposed access and egress. Following the amendments to the proposed traffic management, one of the objections was withdrawn, whilst the other was retained.

A summary of submissions, as they relate to the proposal, and the amended proposal, is provided in the table below. A full copy of all submissions are attached (Attachments 9.1.1(7 and 8)).

Issue Raised in Submission	Officer Comment
<p>Previous traffic safety issues with haulage trucks on Spring Gully Road</p>	<p>Noted.</p> <p>Internal referral raised concerns regarding the initial access and the potential for safety issues related to existing trucks onto Spring Gully Road</p>
<p>Existing crossover noted to be unsafe</p>	<p>Support.</p> <p>Initial access proposed not suitable for both incoming and outgoing vehicle movements. Amendment to original proposed access was required.</p>



<p>Concern around the responsibility for monitoring of the proposal to comply with approvals</p>	<p>Noted.</p> <p>The Shire will be responsible for monitoring of proposal. Reviews of Extractive Industries are undertaken at an annual basis concurrent with licences being issued.</p>
<p>Request that Spring Gully Road be upgraded</p>	<p>Noted, but not supported.</p> <p>The specific proposal, in terms of traffic volume, does not increase this volume to the point where it would warrant the requirement to upgrade the road. There are several extraction operations utilising Spring Gully Road which all contribute to the road's usage.</p> <p>However, approval conditions are to be included that directly relate to the operations through pre and post inspections and ongoing maintenance reporting.</p>
<p>Comment regarding length of licence</p>	<p>Noted.</p> <p>Length of operation is expected to be 1-5 years which will be conditioned as part of an approval.</p>
<p>Request that no major movements occur during weekends or school bus hours</p>	<p>Support in part.</p> <p>Extractive industries commonly operate on Saturday's as per SPP 2.4 (assessed above).</p> <p>The route is not a noted tourist route where traffic volume may be expected to be high on weekends.</p> <p>In addition, the proposed traffic route does not currently operate a school bus.</p> <p>The proposed hours are considered reasonable although an advice note regarding school buses (if a route was to be opened) should be placed, notwithstanding this would be the responsibility of the Department of Education.</p>
<p>Additional extractive industries should not be approved until Spring Gully Road East has been upgraded to at least Ashcroft Road in the Shire of Bridgetown Greenbushes</p>	<p>Not supported.</p> <p>Requested upgraded is within the Shire of Bridgetown-Greenbushes and is not proportionate to the proposed use of the road.</p> <p>SoBG have not requested such a condition however it is considered beyond the scope of the assessment of this application.</p>

<p>Access to the operations should not be approved from the initially proposed crossover</p>	<p>Support.  Initial access proposed was not suitable for concurrent incoming and outgoing vehicle movements. Application has been amended to include separate access and egress points.</p>
--	--

The amended application, including revised access and egress point was referred back to submitters for comment. While one of the submitters removed their objection based on the amended plan, the other has retained their objection.

## OFFICER COMMENT

Key issues that commonly arise with extractive industries often relate to factors including, but not limited to - potential impact to ground water, native vegetation, noise emissions, dust emissions, stormwater management, traffic management, land use conflict, and visual impact. In this regard, the Shire has assessed the application against all relevant statutory and policy requirements and obtained relevant specialist technical advice through internal referral and appropriate external agency / authority referrals.

In this case, the key area of concern related to the adequacy of the adjoining road network and the proposed access / egress. The initial proposal included a singular access / egress point to Spring Gully Road which was considered insufficient due to site constraints and proximity to two other existing crossovers for extractive industries in the locality.

The amended access / egress proposed now, subject to this report, adequately address concerns by enabling vehicles, specifically heavy vehicles, to have more circular, fluid, safe movements to and from the site. This includes sufficient sightlines for egress by relocating these movements to a crossover further to the west, whilst the entry movement remains at the eastern crossover, and will only be left in movements.

With regards to the condition of the road, specifically Spring Gully Road, the impact of this proposal is not likely to increase the overall long term impact to the road, particularly when compared to current use and surrounding existing extractive industries.

The applicant operates one of two other existing extractive industries in the immediate locality. The applicant has advised that haulage movements from their existing operation (IND 01/37) will predominantly transfer to this proposal (i.e. there will not be a net increase of vehicles). As such, it is anticipated that the impact to the road will not be increased from any existing impact. Notwithstanding this, the proponent should be responsible for reasonable maintenance of the road condition for the haulage route which can be identified and measure through pre and post approval inspections and ongoing condition reports.

With regards to the comments received during the ‘neighbour notification’ process, Shire officers have reviewed all points of concern and addressed each accordingly. The submitter maintains their objection based on their request to:

- Upgrade Spring Gully Road to the east (within the Shire of Bridgetown Greenbushes); and

- Install a single driveway for access and egress.

Both of these issues have been addressed within the report, noting that the upgrade of Spring Gully Road cannot be reasonably required, solely of the applicant, due to the roads' existing use and surrounding extractive industries. Similarly, the installation of a single driveway was thoroughly considered by the Shire's Works and Services department and was determined to be of significantly higher risk than the amended separated access and egress.

In this case, the proponent has adequately addressed all associated potential impacts within the application based on the context of the site and the scale of the proposal, to the satisfaction of the local government and the relevant authorities.

In light of the above assessment, it is recommended that Council (the Commissioner) resolves to approve the application for development approval, subject to the conditions contained in the executive recommendation.

## **COUNCIL RESOLUTION 88/23**

### **MOVED: Commissioner Gail McGowan**

**That Council (the Commissioner), pursuant to Schedule 2, Part 9, Clause 68 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, approves the Application for Development Approval for an Extractive Industry (Gravel) at Lot 1131 and 1464 Spring Gully Road, Southampton, subject to the following:**

#### **Conditions:**

- 1. The layout of the site and location of works permitted must always accord with the endorsed plan(s), including any notations and/or conditions of approval, and must not be altered or modified without the further written consent of the Shire of Donnybrook Balingup.**
- 2. This approval is valid for a period of five (5) years after the date of issue or within any extended period as determined, in writing, by the Shire of Donnybrook Balingup.**
- 3. Prior to the commencement of works, a copy of a current public liability insurance policy taken out in the joint names of the licensee and the local government indemnifying the licensee and the local government for a sum of not less than \$10,000,000 in respect of any one claim relating to any of the excavation operations.**
- 4. All stormwater from the proposed development including building(s) and hardstand area(s) shall be managed by the landowner in perpetuity, in accordance with the Shire's stormwater management standards and the Animals, Environment and Nuisance Local Law 2017 or superseding standard(s).**

- 5. Any erosion and/or sedimentation issues that occur due to insufficient drainage and/or stormwater management from the proposed development, including any driveway or accessway, is to be rectified, so as not to impact any surrounding waterways and/or properties, including any infrastructure, to the satisfaction of the Shire of Donnybrook Balingup.**
- 6. No groundwater is to be exposed on the surface of the pit floor. Should groundwater be exposed during excavation works, all works are to cease and the Shire of Donnybrook Balingup is to be notified. Any remedial works, as required by the Shire, in consultation with the Department of Water and Environmental Regulation, are the responsibility of the operator to rectify.**
- 7. Dust is to be appropriately managed on site at all times in accordance with the relevant provisions of the Application Report (attached), the Shire of Donnybrook Balingup *Animals, Environment and Nuisance Local Law 2017*, and to the satisfaction of the Shire of Donnybrook Balingup.**
- 8. Operating hours of the extractive works are restricted to 7:00 am to 5:00 pm – Monday to Saturday (excluding Public Holidays) unless otherwise agreed, in writing, by the Shire of Donnybrook Balingup.**
- 9. Prior to the submission of an Extractive Industry Licence application, a Pit Rehabilitation and Closure Management Plan prepared by a suitably qualified person is to be submitted to, and approved by, the Shire of Donnybrook Balingup. The Plan is to be prepared in accordance with the requirements of works outlined within the Shire of Donnybrook Balingup *Extractive Industry Local Law* including, but not limited to:**
  - 9.1 All site restoration and remediation works including indicative timeframes;**
  - 9.2 Maximum batter/slope levels and methods of stabilisation;**
  - 9.3 Finished ground levels;**
  - 9.4 Watercourse management; and**
  - 9.5 Proposed plant species, number and location including any maintenance requirements.**
- 10. Prior to the submission of an Extractive Industry Licence application, a \$10,000 bond (cash or unconditional bank guarantee in favour of the Shire of Donnybrook Balingup) is required for the works identified by the Pit Rehabilitation and Closure Management Plan in Condition 11. Return of the bond will be subject to meeting the completion of works identified in the rehabilitation and closure plan to the satisfaction of the Shire of Donnybrook Balingup.**
- 11. Pit closure works and rehabilitation of the site is to be completed within two (2) years of the end of extraction works or the expiration of this approval (whichever is sooner) unless otherwise extended, in writing, by the Shire of Donnybrook Balingup.**
- 12. Weed management is to be undertaken in accordance with the relevant provisions of the Application Report (attached) and to the satisfaction of the**

**Shire of Donnybrook Balingup. Any declared weeds found to be within the site need to be appropriately treated and removed prior to any further excavation works.**

- 13. Suitable fire management is to be undertaken in accordance with the relevant provisions of the Application Report (attached), the Shire of Donnybrook Balingup *Bush Fire Brigades Local Law* and the *Bush Fires Act 1954*, or superseding standard(s).**
- 14. Prior to the submission of an Extractive Industry Licence application, the endorsed detailed access plan (internal traffic management system), including access and egress locations, is to be fully implemented, constructed and appropriately signposted to the satisfaction of the Shire of Donnybrook Balingup. The internal traffic management system is thereafter to be implemented, and adhered to, to the satisfaction of the Shire of Donnybrook Balingup.**
- 15. Prior to the commencement of works, a traffic management plan for haulage is to be submitted to, and approved by, the Shire of Donnybrook Balingup, in consultation with the Shire of Bridgetown Greenbushes. The traffic management plan is thereafter to be implemented to the satisfaction of the Shire of Donnybrook Balingup.**
- 16. Haulage and other major traffic movements for this extractive industry will not be approved, nor are they to occur:**
  - 16.1 concurrently to haulage related to Extractive Industry Licence IND 01/37;**
  - or**
  - 16.2 west along Spring Gully Road from the permitted egress point;****without prior written approval from the Shire of Donnybrook Balingup.**
- 17. Prior to the issuing of an Extractive Industry Licence, the applicant and representatives of the Shire of Donnybrook Balingup and Shire of Bridgetown Greenbushes are to jointly inspect the current condition of Spring Gully Road. The applicant is to thereafter provide regular reporting on the road condition to the Shire of Donnybrook Balingup and maintain the road to the satisfaction of the Shire of Donnybrook Balingup, in consultation with the Shire of Bridgetown Greenbushes.**
- 18. Prior to the commencement of the use, appropriate signage is to be installed alerting users of the Bibbulmun Track of the extractive industry to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Biodiversity, Conservation and Attractions.**
- 19. Prior to the commencement of works, suitable safety fencing and warning signage is to be installed on the perimeter of the extraction area and thereafter maintained to the satisfaction of the Shire of Donnybrook Balingup.**
- 20. Existing boundary fencing adjoining State Forest is to be appropriately maintained to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Biodiversity, Conservation and**

## **Attractions.**

- 21. Native vegetation within the extraction area identified for retention is to be protected and maintained to the satisfaction of the Shire of Donnybrook Balingup in consultation with the Department of Water and Environmental Regulation.**

## **Advice Notes:**

- 1. This development approval does not equate to an Extractive Industry Licence. No works are to be undertaken until such time as an application for an Extractive Industry Licence is submitted to, and approved by, the Shire of Donnybrook Balingup in accordance with the *Extractive Industry Local Law*.**
- 2. The proposed operations are likely categorized as a Prescribed Premises, as per Schedule 1 of the *Environmental Protection Regulations 1987* (EP Regulations). The applicant is advised to refer to the information and Industry Regulation Guide to Licensing available at <http://www.der.wa.gov.au/our-work/licences-and-works-approvals> and to contact the Department of Water and Environmental Regulation at [info@dwer.wa.gov.au](mailto:info@dwer.wa.gov.au) or (08) 6364 7000 regarding requirements.**
- 3. As per Clause 4.34 of the Shire of Donnybrook Balingup *Local Planning Scheme No. 7*, it is acknowledged that legal access for Lots 1131 and 1464 is currently gained through Lot 2035 as it is currently in the same ownership. If either of the properties change ownership, it is the landowner's responsibility to ensure the development is continued to be provided with legal, constructed access in perpetuity, which may require an easement on the Title(s).**
- 4. With regards to Condition 10 and 11, return of the bond will be measured against the works identified within the Pit Rehabilitation and Closure Management Plan as determined by the Shire of Donnybrook Balingup.**
- 5. It is noted that currently there are no identified School Bus routes along the proposed haulage route. Should a School Bus route begin operating along the route, the Department of Education may require further information. In this instance, it is strongly recommended that haulage trucks movements cease during the hours the school bus operates including:**
  - (iii) 7:30 am to 8:40 am on school days; and**
  - (iv) 3:20 pm to 4:20 pm on school days.**
- 6. Where any clearing works may be required, it is recommended that a fauna survey be submitted to the Shire of Donnybrook Balingup to ensure the area has been inspected by a suitably qualified person to identify any habitat trees being utilised by fauna including Carnaby's Cockatoo, Baudins Cockatoo, Forest Red Tail Black Cockatoo, Southern Brush Tailed Phascogale, Western Ringtail Possums and/or any other threatened fauna in the area. Where fauna are identified, the applicant should ensure that no clearing of the identified habitat trees/vegetation occurs until such time that the subject fauna are no longer utilising the habitat trees/vegetation.**

7. **All on-site work is to be appropriately managed to ensure compliance with the *Environmental Protection (Noise) Regulations 1997* and the *Shire of Donnybrook Balingup Animals, Environment and Nuisance Local Law 2017* or superseding standard(s).**
8. **The proposed extraction is to be implemented in accordance with the Department of Water and Environmental Regulation's Water quality protection note (WQPN) 15 'Basic raw materials extraction' where applicable, to ensure environmental risks are appropriately mitigated.**
9. **Management of all activities involving hazardous chemicals shall be in accordance with the Department of Water and Environmental Regulation's WQPN 56 – 'Toxic and Hazardous Substance Storage and Use' (Dec 2018).**
10. **Notwithstanding any approval hereby granted by the local government, the applicant is reminded of their obligations under the *Aboriginal Cultural Heritage Act 2021* with regards to undertaking a due diligence assessment and obtaining all relevant approvals. For further information, you may wish to contact the Department of Planning, Lands and Heritage.**
11. **If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.**
12. **Where an approval has so lapsed, no development must be carried out without the further approval of the local government having first been sought or obtained.**
13. **If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be made within 28 days of the determination.**

**CARRIED: Commissioner Gail McGowan**

## **9.2 DIRECTOR CORPORATE AND COMMUNITY**

---

### **9.2.1 ACCOUNTS FOR PAYMENT**

The Schedule of Accounts Paid under Delegation (1.2.2(1)) is presented for public information (attachment 9.2.1(1)).

### **9.2.2 INTERIM MONTHLY FINANCIAL REPORT – JUNE 2023**

The Interim Monthly Financial Report for June 2023 is attached (Attachment 9.2.1(1)).

### **EXECUTIVE RECOMMENDATION**

**That the Interim Monthly Financial Report for June 2023 be received.**

### **COUNCIL RESOLUTION 89/23**

**MOVED: Commissioner Gail McGowan**

**That the Interim Monthly Financial Report for June 2023 be received.**

**CARRIED: Commissioner Gail McGowan**



**9.2.3. EXPRESSION OF INTEREST ASSESSMENT – VACANT BUILDING AT LOT 51 AND 616 RESERVE STREET, DONNYBROOK**

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	N/A
<b>Author</b>	Susie Delaporte – Senior Community Engagement Officer
<b>Responsible Officer</b>	Kim Dolzadelli – Director Corporate and Community
<b>Attachments</b>	9.2.3 (1) Expression of Interest (EOI) 9.2.3 (2) EOI Criteria – Blackwood Youth Action 9.2.3 (3) EOI Criteria – Donnybrook Community Resource Centre Inc. 9.2.3 (4) EOI Criteria – Veteran Car Club of WA (Inc)
<b>Voting Requirements</b>	Simple Majority

<b>EXECUTIVE RECOMMENDATION</b>
<p><b>That Council (the Commissioner):</b></p> <ol style="list-style-type: none"> <li><b>1. Acknowledge the three submissions received for the Expressions of Interest for the vacant building at Lot 51 and 616 Reserve Street, Donnybrook, adjacent to the Donnybrook Pump Track.</b></li> <li><b>2. Authorise the Chief Executive Officer to negotiate, and formally enter into, suitable occupancy arrangements with Blackwood Youth Action and the Donnybrook Community Resource Centre (including the three sub-groups: Women Together; Donnybrook Friends with Disability; and Food Relief Program) once the Property Management Framework has been adopted by Council (Commissioner).</b></li> <li><b>3. Authorises the Chief Executive Officer to include the Donnybrook Veteran Car Club as a co-occupant to the building, if, following more detailed negotiation between all parties, suitable co-occupancy arrangements can be negotiated.</b></li> <li><b>4. Instruct the Chief Executive Officer to formally advise the submitters of the outcome of this resolution.</b></li> </ol>

## STRATEGIC ALIGNMENT

The following outcomes from the Council Plan relate to this proposal:

Outcome	1	A diverse and growing population
Objective	1.1	Attract and retain more families with children, and younger adults.
Priority Project	1.1.1	Establish a Youth Leadership Group to develop a youth plan for Council's consideration
Priority Project	1.1.2	Develop a campaign to promote the Donnybrook Adventure Zone with the Pump Track, Skate Park and Apple Fun Park
Objective	13.1	Enable community organisations and community champions to deliver services and projects to meet local needs.

## EXECUTIVE SUMMARY

In accordance with Council's (the Commissioner's) resolution from 22 March 2023, the Shire advertised an Expression of Interest (EOI) for the use of the vacant building on Lot 51 and 616 Reserve Street, Donnybrook, adjacent to the Donnybrook Pump Track.

The EOI has formally closed, and three (3) submissions were received.

It is requested that Council (the Commissioner), review the responses received, the assessment within this report, and award the EOI to the successful community group/s as per the officer's recommendation. This will enable Shire officers to establish a suitable occupancy agreement with the subject community groups for use of the subject building.

## BACKGROUND

Council (the Commissioner), at the Ordinary Meeting held 22 March 2023, resolved to:

- 1. Request the Chief Executive Officer to seek Expressions of Interest (EOI) [Attachment 9.2.2(1)] in relation to leasing the building adjacent to the Donnybrook Pump Track.*
- 2. Request the Chief Executive Officer to present all lodged EOI submissions to a future meeting of Council (Commissioner) for deliberation.*
- 3. Acknowledge that the 2022-23 Budget Review makes expenditure provision for the development of 'clubhouse' facilities for local netball and basketball associations within the existing Donnybrook Recreation Centre.*
- 4. Acknowledge that Shire staff will continue consulting with the Donnybrook Ladies Hockey Club, seeking to identify and secure a clubhouse for that sporting association.*

The subject EOI (Attachment 9.2.2(1)) was advertised to the public from 8 May 2023 to 5 June 2023 with three submissions received during this period, being from:

1. Blackwood Youth Action;
2. Donnybrook Community Resource Centre including Women Together, Donnybrook Friends with Disability, and Food Relief Program; and
3. Veteran Car Club of Western Australia.

The three submissions have been assessed by relevant officers, with a description of each organisation and summary of their proposals provided in the 'Officer Comment / Recommendation' section below.

## **FINANCIAL IMPLICATIONS**

The preparation of all relevant occupancy documentation will be completed by Shire officers. No significant financial implications are anticipated that are not already borne by the Shire (e.g. ongoing maintenance, insurance).

## **POLICY COMPLIANCE**

### **Draft EXE/CP-11-Property Management Framework**

At the Ordinary Meeting held 22 March 2023, Council (the Commissioner) resolved to endorse the draft Property Management Framework for the purposes of further community consultation, including draft policy EXE/CP-11. Shire officers will refer to this draft Policy and associated documentation for consideration during the preparation of the relevant occupancy agreement.

In this regard, the key considerations when preparing the documentation include:

- The tenant is to submit a formal approval including their Organisational Legal Status, Proof of Insurance, Business Plan and Whole of Life Costing for proposed building;
- Consent from ARC Infrastructure (refer to 'Statutory Compliance' below);
- A report to Council for approval to commence Licence and/or Management Agreement negotiations (this report);
- Submission of an Annual Community Group Health Check form to the Shire; and
- Preparation of an appropriate Licence (using tenants' classification).

## **STATUTORY COMPLIANCE**

### **Land Tenure and Occupancy**

The subject building is located partly within Lot 51 on D9062 and Lot 616 P38225 (Reserve 47822).

Lot 51 is freehold land owned by the Shire and includes 'Egan Park'.

As all three submissions for the EOI are by an incorporated not-for-profit community group, the process is exempt from any applicable disposition requirements of the *Local Government Act 1995* pursuant to Regulation 30 (2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*:

*“(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;...”*

Lot 616 is Crown land (under control of the Public Transport Authority) which is leased to ARC Infrastructure. The Shire has a licence agreement with ARC Infrastructure for use of this land including for the purposes of:

1. *Pump track;*
2. *Basketball court;*
3. *Park land; and*
4. *Situation and use of the four existing buildings located on the Licensed Area (and identified on the plan at Schedule 2) by community interest groups. The Shire must seek written consent prior to executing a licence agreement to a third party.*

In this regard, the Shire must obtain written consent from ARC Infrastructure prior to executing a licence with a third party on this site.

### **Land Use and Development**

As outlined within the EOI documentation, in considering any of the statutory land use and development requirements, the proponent will be responsible for obtaining all relevant and applicable approvals.

The EOI submissions received were referred to all relevant internal service units (refer to ‘Consultation’ below). The key areas of relevant statutory compliance relate to:

#### **Planning**

Lot 51 and 616 are zoned ‘Local Reserve’ for ‘Parks and Recreation’ under the *Shire of Donnybrook Balingup Local Planning Scheme No. 7 (LPS7)*. In accordance with LPS7, all land use and development on Reserve is to be consistent with the overall intent of the Reserve – in this case ‘Parks and Recreation’.

Whilst currently vacant, based on the original use of the subject building as by local sporting groups, it’s land use is best considered as ‘club premise’ under LPS7:

*“club premises” means premises used by a legally constituted club or association or other body of persons united by a common interest.*

All three submissions will likely fall within this land use definition, therefore, at this stage, it is not anticipated that a Development Application will be required as there will not be a change in use (notwithstanding that there is a change in occupant).

#### **Environmental Health**

The subject building is considered a public building under the *Health (Miscellaneous Provisions) Act 1911*:

*public building means —*

*(a) a building or place or part of a building or place where persons may assemble for*

*—*

- (i) civic, theatrical, social, political or religious purposes; and*
- (ii) educational purposes; and*
- (iii) entertainment, recreational or sporting purposes; and*
- (iv) business purposes; and*

*(b) any building, structure, tent, gallery, enclosure, platform or other place or any part of a building, structure, tent, gallery, enclosure, platform or other place in or on which numbers of persons are usually or occasionally assembled but does not include a hospital.*

A public building is to comply with the *Health (Miscellaneous Provisions) Act 1911*; the *Health (Public Building) Regulations 1992* and the *Building Code of Australia*.

As part of this compliance, a Form 5 Certificate of Electrical Compliance for the building is required to be completed by a licensed electrical contractor. Further assessment of the building is required in order to determine specific accommodation numbers, however, based on the current floor area, it may suitably accommodate approximately 70 people.

### Building

The building was constructed in the 1980's for the purposes of a "Netball Pavilion and Viewing Shelter" and would therefore be classified as a Class 9b Assembly Building under the Building Code of Australia.

Notwithstanding that the building does not have to retrospectively comply with current building standards as there is no change to the current use, should the building be used for a group with specific needs (as indicated in the EOI submissions), then upgrades may be recommended, including the construction of accessible toilets.

### **CONSULTATION**

The Shire publicly advertised the subject EOI from 8 May 2023 to 5 June 2023 via:

- The Shire's social media;
- The Shire's website; and
- The Preston Press.

All three submissions were referred to internal service units including:

- Planning;
- Environmental Health;
- Building;
- Economic Development;

- Works and Services;
- Governance;
- Finance; and
- Community Engagement.

Whilst no other significant issues were identified, the statutory matters have been outlined in 'Statutory Compliance' above, whilst other general considerations raised for the Shire and any future occupant included:

- The Shire has no current plans to upgrade the surrounding area(s) of the building (i.e. gravel carpark, paths, access etc.);
- Public activities and patrons in the general area, particularly the use of the adjacent Pump Track, could impact the occupants of the building;
- The Shire undertakes regular general maintenance activities in the surrounding area of the building which may impact planned activities;
- Group bookings and activities should be well coordinated to ensure there are no conflicts between groups and/or Shire maintenance programs; and
- Where rates and/or rubbish removal forms any part of the occupancy agreement, further consultation with the Rates Officer is required.

#### **OFFICER COMMENT / CONCLUSION**

The submissions received have been reviewed and assessed by Shire officers taking into consideration the 'Encouraged Use/s' as listed within the EOI:

- *Services that benefit young people whether it be education, training, mental health services, recreational activities, the headquarters for a Youth Action Group (YAG) or Youth Reference Group (YRG);*
- *Community groups that promote the wellbeing and/or interests of its members and contribute to the wider community; and*
- *Groups involved in a charitable purpose for the wellbeing of the community.*

Applicants were required to address each of the listed EOI Criteria:

1. *What is the nature of your community group?*
2. *How will your group contribute to the local community?*
3. *Does your group have a current premises?*
4. *What days / hours would you use the premises?*
5. *Will your group be happy to share the premises with other community groups?*
6. *What date would your community group wish to occupy the premises?*
7. *Would your community group need to modify the premises? If so, how?*
8. *What services and/or programs (if any) will you offer to the young people of the Donnybrook Balingup Shire?*

Full copies of all responses are located within Attachments 9.2.2 (2), (3) and (4), however, the following summary and assessment is provided below, taking into consideration the overall objectives of the EOI, specifically Criteria 2, 5 and 8 (above).

### **1. Blackwood Youth Action**

Blackwood Youth Action Inc (BYA) is a community based, non-profit organisation that has been supporting at-risk and marginalised young people in the Shires of Boyup Brook, Donnybrook Balingup, Bridgetown Greenbushes, Nannup and Manjimup in the southwest of Western Australia since 2013. BYA's vision is for every young person to be living their best life. BYA's mission is to work collaboratively in the community to give youth a strong foundation on which to build their lives, and to provide youth support services and facilities to enable marginalised and at-risk young people to flourish and be the best they can be.

#### Assessment Against EOI Criteria (Attachment 9.2.2(2))

In addition to addressing the eight (8) EOI Criteria points, the BYA have provided three (3) letters of support from the Principal of the Donnybrook District High School; the Sergeant of the Donnybrook Police Station; and the Youth of Donnybrook and Khloe Watson.

The BYA currently have premise in Bridgetown and Manjimup, however, are wanting to expand their services to Donnybrook. BYA are seeking the space for several afternoons per week plus some time on the weekend and would be able to occupy the space "almost immediately". BYA have indicated that they would not need to modify the building to meet their service delivery needs.

#### *2. How will your group contribute to the local community?*

BYA have outlined that they will "contribute to the local community by improving mental health outcomes, promoting early intervention and prevention, providing a safe and supportive environment, raising awareness and education, collaborating with schools and organisations, supporting families and caregivers, and reducing the societal impact of mental health issues". In turn, BYA believe that this will "create a healthier and more resilient community that fosters the well-being of its young population.

#### *5. Will your group be happy to share the premises with other community groups?*

BYA have expressed that they value "collaborating with existing community groups and welcome the opportunity to share the premises". BYA have indicated that whilst they would require a private space to ensure confidentiality for some mental health services provided, however for other "get together sessions" they could share the space with others.

#### *8. What services and/or programs (if any) will you offer to the young people of the Donnybrook Balingup Shire?*

BYA have indicated that they would "very much like to replicate the services it delivers to the Shire's of Bridgetown Greenbushes [Shire of BG] and the Shire of Manjimup". This includes psychological services, case management practical supports, training programs, belonging groups, after school activities like Art/Gaming/Cooking/Drop in. In addition,

BYA expressed that a Youth Advisory Group would be created as is the case in the Shire of Bridgetown Greenbushes.

## **2. Donnybrook Community Resource Centre**

The Donnybrook Community Resource Centre Inc. (DCRC) provides various services to the community of Donnybrook Balingup ranging from training and support, video conferencing, business and social development, as well as support for not-for-profit community groups.

As outlined in the submission, the proposed use of the building includes three groups under the auspices of the DCRC, including:

- 2.1. Women Together** – A women’s connection and leadership development group run by the DCRC in collaboration with South West Women’s Health and Information Centre.
- 2.2. Donnybrook Friends with Disability** – An inclusion and friendship group for adults living with disability within the Shire of Donnybrook Balingup. The group is run for the purpose of networking, friendship, and wellbeing of members of the community who are living with disability, and their families.
- 2.3. Food Relief Program** – Aims to support those in the community who are struggling with the increased cost of living.

### **Assessment Against EOI Criteria (Attachment 9.2.2 (3))**

The DCRC have addressed all points of the EOI Criteria in relation to each of the sub-groups intended uses. Each of the three sub-groups are looking to establish a more suitable space that complements their existing groups, nurture inclusion, and expand existing capacity.

Each of the three groups have indicated that they would require use of the building for a couple of hours each week, including weekdays and weekends, however, are all willing to coordinate suitable times with all occupants. The groups are able to occupy the building as soon as possible, however, may have to modify the building to enable all ability use (i.e. toilets and access).

### ***2. How will your group contribute to the local community?***

The DCRC have expressed individual contributions to the community by each of the three sub-groups.

Women Together has the “potential to foster the growth of many women in the community who have various passions, interests, and skills to share”. By using the building, it is hoped that Women Together can “continue to offer a space where women can connect with others and support each other to build on their skills and strengths”.

Donnybrook Friends with Disability wants to provide a “safe judgement free space to nurture friendship, confidence, and a sense of belonging to people with disability”. In



addition, the group believes this will help “provide community awareness of the needs of those with disability”.

Food Relief Program are seeking to expand on their existing operation to “offer food items and financial relief to a those in need in our community”. The existing services of this group require more space to expand operations within the DCRC building. The positive impacts the group envisages are a reduction in stress and mental health issues; privacy for patrons; united community; and access to vegetables.

*5. Will your group be happy to share the premises with other community groups?*

The DCRC has indicated that they would welcome the shared use of the building as their “vision is to have an inclusive, vibrant space shared by many community groups”. The sub-groups have already been in conversation with BYA regarding potential sharing of space.

*8. What services and/or programs (if any) will you offer to the young people of the Donnybrook Balingup Shire?*

Each of the outlined sub-groups provide individual services to the community.

Women Together have indicated that they would be open to meeting with the youth of the Shire to discuss what they could contribute to the space including their potential ability to “contribute time, resources, and support to school holiday and after school programs”.

Donnybrook Friends with Disability would like to establish a parent support group and believe this space will make it possible for children to attend. This will facilitate social outings for the children as well as their siblings who may be able to “socialise and engage with peers”.

Food Relief is a program available to all community members with the Donnybrook Community Garden offering the donation of fresh vegetables. The proximity of the Garden to the subject building will facilitate greater interaction and the ability to “develop and run programs around growing food, food preparation and sustainability”.

### **3. Veteran Car Club of Western Australia**

The Veteran Car Club of Western Australia (VCCWA) has various branches across the State, including Donnybrook. The group promotes the restoration of vintage and classic vehicles to put on display to the public.

#### **Assessment Against EOI Criteria (Attachment 9.2.2 (4))**

The Donnybrook VCC currently have a shared meeting room with the Donnybrook Mens Shed, however, with their growing membership they are looking for larger premises. Donnybrook VCC meetings are generally held on the first Sunday of every month with other social events and workshops held at varying times depending on the nature of the event. In most cases, use of the premise would be on weekends.

The Donnybrook VCC have indicated that they would not need to modify the building at this stage however would like the ability to display photos of their cars. In addition, they have a book shelf with a motoring library and a lockable cabinet would assist for personal property and records.

*2. How will your group contribute to the local community?*

VCCWA have indicated that Donnybrook has over 200 motoring enthusiasts with vehicles on display at all major events in Donnybrook. The Donnybrook group encourage all ages to share their knowledge and assist each other in restoration of vehicles such as tractors, vintage cars, trucks, motor bikes and stationary motors.

*5. Will your group be happy to share the premises with other community groups?*

The Donnybrook VCC has indicated that they would be “happy to share”, however have queried how this would be managed to “benefit all”.

*8. What services and/or programs (if any) will you offer to the young people of the Donnybrook Balingup Shire?*

The Donnybrook VCC have indicated that with this larger space, they would be in a position to hold open days “inviting younger people to workshops”. Members could assist with their knowledge on “how to maintain their vehicles, in return making safer vehicles on the road”. In addition, the Donnybrook VCC have stated that they “could also have guest speakers and safety talks given by our local police”.

**Officer Summary and Recommendation**

All three submissions received are a strong representation of the Shire’s active community groups and the importance they have on our residents and surrounding networks.

The Donnybrook VCC is a valued local community group that attracts a substantial amount of tourists, residents and general motor enthusiasts to the Shire. Whilst the submission received indicated that there may be potential integration options with other community groups, this may be difficult to achieve based on their required resources and specific use needs (i.e. display of photos/memorabilia and library of resources).

Similarly, the BYA and the DCRC are invaluable community groups that provide vital, tangible benefits to a variety of residents within the Shire and surrounding networks. Both the BYA and the DCRC sub-groups have indicated that they would work together and have already identified many crossovers between community services that they provide that could easily be integrated into this space. In addition, the Donnybrook Pump Track being adjacent to the building directly complements the proposed group activities given there are direct correlations and relationships between users.

In addition, as identified within the *Council Plan 2022 – 2032*, there is a strong focus on actions and priority projects that attract and encourage retention of youth and younger people in the Shire. Both the BYA and DCRC submissions directly link to these actions through the services that they provide and the benefits to the community and surrounding area.

In light of the information presented within the three submissions and the assessment against the Criteria within advertised EOI, it is recommended that Council (the Commissioner) authorise the Chief Executive Officer to commence the preparation of suitable occupancy agreements with:

- Blackwood Youth Action; and
- Donnybrook Community Resource Centre.

Additionally, there is potential for the Donnybrook VCC to co-occupy the building (with BYA and DCRC) for its administrative needs, such as a meeting space. This would necessitate the Donnybrook VCC relocating its administrative 'headquarters' from the nearby co-occupied Donnybrook Mens Shed to the co-occupied building at the Pump Track. This may, or may not, be appealing to the Donnybrook VCC on the basis that it is chiefly a 'like-for-like' transition. For this reason, it is recommended that the option is kept open, subject to the continued interest of the Donnybrook VCC and the various parties arriving at an agreed co-occupancy arrangement, facilitated by the Shire.

It is recommended that occupancy agreements (e.g. lease) for the site/building should align to the Shire's new Property Management Framework, which is expected to be presented to Council (the Commissioner) for final approval in August or September 2023.

#### **COUNCIL RESOLUTION 90/23**

**MOVED: Commissioner McGowan**

**That Council (the Commissioner):**

- 1. Acknowledge the three submissions received for the Expressions of Interest for the vacant building at Lot 51 and 616 Reserve Street, Donnybrook, adjacent to the Donnybrook Pump Track.**
- 2. Authorise the Chief Executive Officer to negotiate, and formally enter into, suitable occupancy arrangements with Blackwood Youth Action and the Donnybrook Community Resource Centre (including the three sub-groups: Women Together; Donnybrook Friends with Disability; and Food Relief Program).**
- 3. Authorises the Chief Executive Officer to include the Donnybrook Veteran Car Club as a co-occupant to the building, if, following more detailed negotiation between all parties, suitable co-occupancy arrangements can be negotiated.**
- 4. Instruct the Chief Executive Officer to formally advise the submitters of the outcome of this resolution.**

**CARRIED: Commissioner McGowan**

## 9.2.4 REQUEST FOR SERVICE LEVEL AGREEMENT – BALINGUP ARTS AND CULTURE HUB

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	PRO 02/4, A3260
<b>Author</b>	Ben Rose – Chief Executive Officer
<b>Responsible Officer</b>	Kim Dolzadelli – Director Corporate and Community
<b>Attachments</b>	9.2.4(1) – Request Correspondence
<b>Voting Requirements</b>	Simple Majority

### EXECUTIVE RECOMMENDATION

**That Council (the Commissioner):**

- 1. Acknowledge the work undertaken by the Balingup Arts and Culture Hub (as a sub committee of the Balingup Progress Association) on the proposal, to date.**
- 2. Directs the Chief Executive Officer to include consideration of the requested Service Level Agreement funding within the Draft 2023-24 Shire Budget.**
- 3. Directs the Chief Executive Officer to advise the Balingup Arts and Culture Hub of resolutions 1 and 2, above, with further advice that inclusion of funding in the Draft 2023-24 Shire Budget is not an indication or pre-approval of funding for the requested Service Level Agreement.**

### STRATEGIC ALIGNMENT

The following outcomes from the Council Plan relate to this proposal:

- |               |   |
|---------------|---|
| Outcome 2     | A safe and healthy community.   |
| Objective 2.2 | Facilitate, encourage and support a diverse range of festivals, community events, arts and cultural activities. |
| Outcome 7     | Heritage assets are valued and respected.   |
| Objective 7.1 | Identify, preserve and showcase local heritage.   |
| Outcome 9     | A thriving economy.   |
| Objective 9.2 | Attract and retain a diverse mix of businesses and investment opportunities.                                    |

## **EXECUTIVE SUMMARY**

The Shire has received a request for Service Level Agreement funding from the Balingup Arts and Culture Hub (BACH), which is a sub-committee of the Balingup Progress Association. Officers recommend consideration of the funding request as part of the 2023-24 Annual Budget deliberations.

## **BACKGROUND**

Shire Officers and the Commissioner met with members of BACH on 28 June 2023, to review and discuss the request for Service Level Agreement funding (Attachment 9.2.3(1)). The objectives of BACH are as follows:

- To return the Balingup Town Hall to the centre of community life.
- To create a thriving and vibrant community, cultural and receptions hub.
- To move towards the creation of a community-managed, Shire-owned asset as part of a broader Shire initiative to achieve greater consistency and transparency across its community-managed assets.

BACH is seeking a three year Service Level Agreement of \$8,000 per year, with the details of year 1 included in Attachment 9.2.3(1).

## **FINANCIAL IMPLICATIONS**

Consideration of the financial implications of the request is most appropriately undertaken through detailed deliberations on the 2023-24 draft Budget, over the coming month. Whilst the allocation of \$8,000 in any financial year is fairly modest, consideration needs to be given to the multiple competing demands on the Shire's budget at any one time.

## **POLICY COMPLIANCE**

Council Policy COMD/CP-1 Community Grants Funding Scheme, outlines the Shire's approach to community grants, including Service Level Agreements. If funding is available for this new Service Level Agreement via the 2023-24 Budget, the development of a formal Agreement would need to align with Council Policy COMD/CP-1.

## **STATUTORY COMPLIANCE**

Nil.

## **CONSULTATION**

If funding is made available via the 2023-24 Shire Budget, further detailed consultation will occur with BACH prior to finalising a Service Level Agreement, to ensure appropriate performance indicators and reporting measures are identified.

## **OFFICER COMMENT**

The proposal from BACH aligns closely to the Shire's community development and economic development objectives set out in the Council Plan. Increased visitation and usage of Balingup Hall, as one of the Shire's premier heritage assets, also supports the Shire's Council Plan. Whilst the proposal, on preliminary review, aligns to the Shire's strategic objectives, as well as the Council Policy on Community Grants and Service Level Agreements, proceeding with an Agreement will be contingent on funding availability. As such, it is recommended that Shire funding for the request is considered in the broader context of the annual budget for 2023-24. If funding is identified through the adopted budget, staff will work with BACH to formalise a Service Level Agreement, which will include performance and reporting measures.

## **COUNCIL RESOLUTION 91/23**

**MOVED: Commissioner Gail McGowan**

**That Council (the Commissioner):**

- 1. Acknowledge the work undertaken by the Balingup Arts and Culture Hub (as a sub committee of the Balingup Progress Association) on the proposal, to date.**
- 2. Directs the Chief Executive Officer to include consideration of the requested Service Level Agreement funding within the Draft 2023-24 Shire Budget.**
- 3. Directs the Chief Executive Officer to advise the Balingup Arts and Culture Hub of resolutions 1 and 2, above, with further advice that inclusion of funding in the Draft 2023-24 Shire Budget is not an indication or pre-approval of funding for the requested Service Level Agreement.**

**CARRIED: Commissioner Gail McGowan**

## 9.3 CHIEF EXECUTIVE OFFICER

### 9.3.1 CARETAKER PERIOD

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	ADM 11/4
<b>Author</b>	Loren Clifford, Acting Manager Executive Services
<b>Responsible Officer</b>	Ben Rose, Chief Executive Officer
<b>Attachments</b>	9.3.1(1) – EM/CP-6- Caretaker
<b>Voting Requirements</b>	Simple Majority

#### EXECUTIVE RECOMMENDATION

**That Council (the Commissioner) notes the provisions within Council Policy EM/CP-6-Caretaker, (Attachment 9.3.1(1)) and the commencement of the caretaker period from 14 September 2023.**

#### STRATEGIC ALIGNMENT

The following outcomes from the Council Plan relate to this proposal:

- Outcome 11 Strong, visionary leadership  
 Objective 11.1 Provide strategically focused, open, and accountable governance.

#### EXECUTIVE SUMMARY

This report seeks the Council (Commissioner) to note the provisions within Council Policy EM/CP-6-Caretaker (Attachment 9.3.1(1)), and the commencement date of the Caretaker Period.

The Shire of Donnybrook Balingup 2023 Local Government Election is scheduled for Saturday, 21 October 2023. The Caretaker Period applies from the close of nominations (37 days prior to the Election Day. This period will commence Thursday, 14 September 2023, until 6.00pm on Election Day.

#### BACKGROUND

Council first adopted the Caretaker Policy in August 2017. The policy was introduced to:

- Guide the Council away from making major decisions, immediately prior to an election, that would bind an incoming Council;
- Prevent the use of public resources in ways that are seen as advantageous or disadvantageous to elected members seeking re-election, or to new candidates; and

- Recognise the requirement for the Shire’s administration to act impartially in relation to all candidates.

The policy has since been reviewed by Council in December 2021, adopting changes made to allow for the introduction of the *Local Government (Rules of Conduct) Regulations 2021*.

## **FINANCIAL IMPLICATIONS**

Nil.

## **POLICY COMPLIANCE**

Council Policy EM/CP-6-Caretaker (Attachment 9.3.1(1)).

## **STATUTORY COMPLIANCE**

Nil.

## **CONSULTATION**

Nil.

## **OFFICER COMMENT**

The Caretaker Period applies from the close of nominations, being 37 days prior to the Election Day. This period will commence Thursday, 14 September 2023, until 6.00pm on Election Day – Section 4.49 (a) of the Act. The Shire of Donnybrook Balingup 2023 Local Government Election is scheduled for Saturday, 21 October 2023.

Key policy provisions relevant to the 2023 Caretaker period are outlined below.

## **MAJOR POLICY OR SIGNIFICANT DECISIONS OF COUNCIL**

- Major policy or significant decisions should be avoided during a Caretaker Period, these decisions need to be scheduled prior to the commencement of the Caretaker period or deferred where possible for determination by the incoming Council.
- All announcements regarding decisions made by the Council (the Commissioner), prior to the Caretaker Period, shall be publicised prior to the Caretaker Period.

## **CARETAKER STATEMENT**

A Caretaker Statement will be included in each report submitted to the Council where the Council’s decision would, or could, be a Major Policy Decision (defined in the Policy).



### PUBLIC CONSULTATION LIMITATIONS

Public consultation is discouraged to be undertaken during the Caretaker Period (either new consultation or existing) on an issue which, in the CEO's opinion, could be perceived as intended or calculated to affect the result of an election. However, this policy provision does not prevent any mandatory public consultation required by the Act or any other relevant Act which is required to be undertaken to enable the Shire to fulfil its functions.

### SHIRE EVENTS/FUNCTIONS RESTRICTIONS

Events and/or functions organised by the Shire and held during the Caretaker Period will be limited to only those that the CEO considers essential to the operation of the Shire and should not in any way be associated with any issues that, in the CEO's opinion, are considered relevant to, or likely to, influence the outcome of an election.

### INTERACTIONS WITH CANDIDATES

- All known candidates are to be invited to civic events/functions organised by the Shire during the Caretaker Period.
- Shire employees must not be asked to undertake any tasks connected directly or indirectly with an election campaign by any candidate.
- All candidates will have equal rights to access public information, such as the electoral rolls (draft or past rolls), monthly enrolment details, and information relevant to their election campaigns from the Shire administration.
- Any assistance and advice provided to candidates as part of the conduct of the Council election will be provided equally to all candidates.
- All election process enquiries from candidates will be directed to the Returning Officer or, where the matter is outside of the responsibilities of the Returning Officer, to the Chief Executive Officer.

## **COUNCIL RESOLUTION 92/23**

**MOVED: Commissioner McGowan**

**That Council (the Commissioner) notes the provisions within Council Policy EM/CP-6-Caretaker, (Attachment 9.3.1(1)) and the commencement of the caretaker period from 14 September 2023.**

**CARRIED: Commissioner McGowan**

### 9.3.2 WALGA ANNUAL GENERAL MEETING AND CONVENTION

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	DEP 22/4D
<b>Author</b>	Loren Clifford, Acting Manager Executive Services
<b>Responsible Officer</b>	Ben Rose, Chief Executive Officer
<b>Attachments</b>	9.3.2(1) Convention Program
<b>Voting Requirements</b>	Simple Majority

#### EXECUTIVE RECOMMENDATION

**That Council (the Commissioner):**

- 1. Authorise Commissioner McGowan and the Chief Executive Officer as voting delegates for the 2023 WALGA Annual General Meeting.**
- 2. Authorise attending senior staff members as proxy delegates for the 2023 WALGA Annual General Meeting.**
- 3. Endorse attendance at the WALGA Convention 2023 for the Commissioner, Chief Executive Officer and up to two (2) senior staff.**

#### STRATEGIC ALIGNMENT

The following outcomes from the Council Plan relate to this proposal:

Outcome	11	Strong, visionary leadership
Objective	11.1	Provide strategically focused, open and accountable governance.

#### EXECUTIVE SUMMARY

The West Australian Local Government Association (WALGA) has advised that the Annual WA Local Government Convention will be held in Perth between Sunday 17 and Tuesday 19 September 2023. The Annual General Meeting of the WA Local Government Association will be held on Monday 18 September 2023, where Member Councils are entitled to be represented by two (2) voting delegates at the meeting.

#### BACKGROUND

Local Government Elected Members and staff have been invited to the Annual Western Australian Local Government Association Convention to be held at Crown Perth between Sunday 17 and Tuesday 19 September 2023. A copy of the program is attached (Attachment 9.3.2 (1)).

The theme for the 2023 Local Government Convention is ‘Local Futures’, which will explore how local governments can enact and drive change for the benefit of their communities and the diversity of solutions that can emerge when you start local. The Convention program has been developed to specifically support and encourage local government representatives with sessions delving into topical issues and, for the first time, a Supplier Showcase featuring WALGA preferred suppliers showcasing the latest innovations across service industries such as transport and waste management.

As part of the Convention, the Annual General Meeting of the WA Local Government Association is to be held on Monday 18 September 2023.

All Member Councils are entitled to be represented by two (2) voting delegates at the AGM. In the event that a Voting Delegate is unable to attend, provision is made for proxy delegates to be registered. Only registered delegates or proxy registered delegates will be permitted to exercise voting entitlements on behalf of Member Councils. Delegates may be Elected Members or serving officers.

## **FINANCIAL IMPLICATIONS**

Convention fees are as follows and prices are per person and are all inclusive of GST:

### Convention Registration

Full Delegate – Local Government	\$1,296.00
----------------------------------	------------

### Accommodation

Crown Perth – Estimated	\$650.00
-------------------------	----------

### Optional Extras

Gala Event	\$135.00
Convention Breakfast with Guest speaker	\$93.30

Expenditure for this purpose will be incurred from the 2023/24 budget.

## **POLICY COMPLIANCE**

Council Policy EXE/CP-5 Attendance at Events and Functions applies to this matter.

## **STATUTORY COMPLIANCE**

Nil.

## **CONSULTATION**

Nil.

## **OFFICER COMMENT**

The Commissioner, Chief Executive Officer and two senior staff members are recommended to attend the 2023 convention. In addition to the specific items listed on the convention program, attendees have the opportunity to network with other local governments and engage with suppliers of local government goods and services in an effort to bring new thinking back to the district. This is one of the local government specific events which bring together a wide range of local governments and elected members.

Council's representation at the WALGA Annual General Meeting will contribute to the potential development of policy and future planning processes to assist the Shire's strategic capacity to provide good governance, service and facilities for its greater community.

## **COUNCIL RESOLUTION 93/23**

**MOVED: Commissioner McGowan**

**That Council (the Commissioner):**

- 1. Authorise Commissioner McGowan and the Chief Executive Officer as voting delegates for the 2023 WALGA Annual General Meeting.**
- 2. Authorise attending senior staff members as proxy delegates for the 2023 WALGA Annual General Meeting.**
- 3. Endorse attendance at the WALGA Convention 2023 for the Commissioner, Chief Executive Officer and up to two (2) senior staff.**

**CARRIED: Commissioner McGowan**

**9.3.3 COUNCIL PLAN - BIANNUAL PROGRESS REPORT: APRIL 2023-JUNE 2023**

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Not applicable
<b>File Reference</b>	CNL16
<b>Author</b>	Loren Clifford – Acting Manager Executive Services
<b>Responsible Manager</b>	Ben Rose – Chief Executive Officer
<b>Attachments</b>	9.3.3(1) Council Plan 2022/2023 Biannual Update 1 April 2023 to 30 June 2023
<b>Voting Requirements</b>	Simple Majority

<b>EXECUTIVE RECOMMENDATION</b>
<p><b>That Council (Commissioner):</b></p> <ol style="list-style-type: none"> <li><b>1. Receives the Council Plan 2022/2032 – Bi-annual Update (April 2023 – June 2023) as shown in Attachment 9.3.3(1).</b></li> <li><b>2. Acknowledges the status update of 2022-23 Priority Projects for consideration in the next review of the Council Plan (during 2023-24).</b></li> <li><b>3. Directs the Chief Executive Officer to publish the Council Plan Bi-annual Update on the Shire’s website.</b></li> </ol>

**STRATEGIC ALIGNMENT**

The following outcome from the Council Plan relate to this proposal:

Outcome	11	Strong, visionary leadership
Objectives	11.1	Provide strategically focused, open, and accountable governance.

**EXECUTIVE SUMMARY**

Council adopted its Council Plan 2022-2032 on 25 May 2022 at its Ordinary Meeting. The Council Plan outlines the Shire’s operational and capital project priorities to meet the aspirations of the community as outlined in the Strategic Community Plan 2040.

It is good practice for the Administration to provide an update on the progress of the priority projects in the Council Plan to Council and the community. Council elected for this to be completed on a bi-annual basis.

This bi-annual update outlines the progress made on each priority project between April 2023 and June 2023 for the 2022-23 financial year. Council (Commissioner) is requested

to receive the update as shown in Attachment 9.3.3(1), and to direct the CEO to publish the update on the Shire's website.

## **BACKGROUND**

Under the State Government Integrated Planning and Reporting Framework (the Framework), local governments in Western Australia must deliver reports such as Corporate Business Plans, Strategic Community Plans and Annual Reports. The aim of the Framework is to ensure local government's plan responsibly and sustainably.

To understand local needs and priorities, the Shire of Donnybrook Balingup commissioned an independent review in 2019, where 441 community members completed a Community Scorecard. This feedback was used to help inform the Shire's Strategic Community Plan.

In 2021, the Shire embraced a new approach to strategic community planning, responding to upcoming changes in local government legislation arising from the local government reform process. As part of this approach, the Shire's Strategic Community Plan and Corporate Business Plan were merged into one plan known as the Council Plan. Merging the two plans is more efficient in staff time and Shire resources, and delivers a simpler, more easily understood Plan to the community. Additionally, upcoming local government reforms identify the need to 'merge' the Strategic Community Plan and the Corporate Business Plan and the Shire was keen to 'get ahead' of the upcoming reforms.

The Department of Local Government, Sport, and Cultural Industries (DLGSCI) confirmed this approach is acceptable, provided the elements required by the *Local Government Act 1995* were included. Under the Framework, Corporate Business Plans undergo a review each year and Strategic Community Plans every four years, with minor reviews every two years.

At its Ordinary Meeting on 25 May 2022, Council resolved:

*That Council:*

- 1. Acknowledges the renaming of the Corporate Business Plan to Council Plan.*
- 2. Adopts the reviewed Shire of Donnybrook Balingup Council Plan, as attached.*
- 3. Requests the Chief Executive Officer to reference objectives and/or priority project numbers from the Donnybrook Balingup Council Plan in Ordinary Council Meeting Agenda items, in order to clearly articulate the Strategic Alignment, focus of each agenda item.*
- 4. Instructs the Chief Executive Officer to undertake bi-annual reporting on the Council Plan to Council and the community.*

## **FINANCIAL IMPLICATIONS**

The actions and projects which are detailed in the Council Plan are aligned with the Shire's Annual Budget and Long Term Financial Plan.

Items flagged in this report as red (deferred) or yellow (monitor) will continue to be monitored and addressed through budget review processes and reporting.

## **POLICY COMPLIANCE**

Nil.

## **STATUTORY COMPLIANCE**

Section 5.56 (1) of the *Local Government Act 1995* requires local governments to have in place a “plan for the future”.

## **CONSULTATION**

External consultation is not required as part of the bi-annual update. Internally, the Executive Leadership Team, Business Unit Managers and Coordinators were consulted, and have provided feedback on the priority projects under their responsibility.

## **OFFICER COMMENT**

### KEY ASPECTS OF THE COUNCIL PLAN

The Shire’s Council Plan expresses a vision for the future through five focus areas of; People, Planet, Place, Prosperity and Performance.

The Council Plan details the Current Situation, a list of services and facilities that the Shire will strive to continuously improve, and an overview of recent achievements relevant to each focus area.

To ensure that Council allocates resources to meet the current and changing community needs, overarching outcomes were developed for each focus area, then broken down into objectives with several priority projects. These projects have been prioritised over a 10-year period (2022 – 2032). Of the 165 priority projects, 57 were been allocated to 2022/2023.

### REPORTING REQUIREMENTS ON PLAN

Although not legislatively required, it is considered good practice for Council to receive updates on progress against the Council Plan.

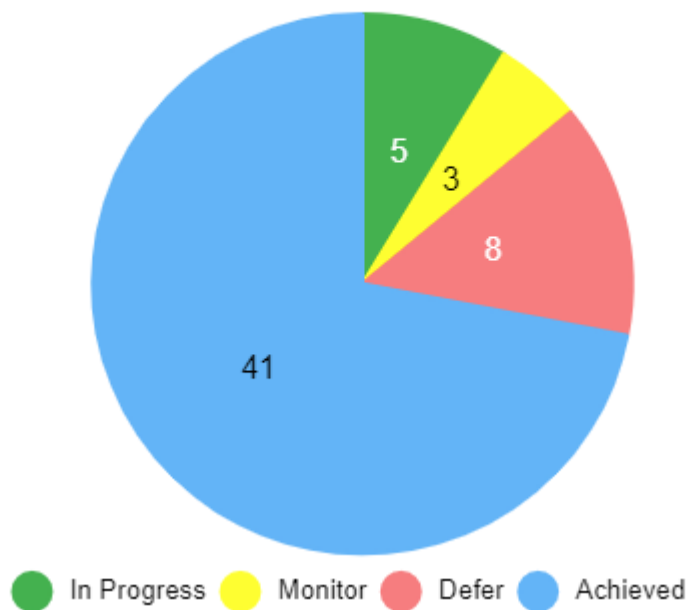
At its Ordinary Council Meeting 25 May 2022 Council resolved that the Chief Executive Officer undertake bi-annual reporting on the Council Plan to Council and the community.

### BI-ANNUAL UPDATE

The Council Plan Update includes an update against the 57 projects and Milestones adopted by Council for 2022/2023.

Of the 57 priority projects adopted in the Council Plan 2022-2032 for 2022/2023, 41 have been Achieved, 5 are in progress, 3 require monitoring and 8 have been recommended for deferral.

### 2022/2023 Projects / Milestones Status (Apr - Jun)



Details have below outlined below relating to the priority projects with a status of Monitor or Defer.

	Priority Project	Officer Comment
Defer	1.1.2 Develop a campaign to promote the Donnybrook Adventure Zone with the Pump Track, Skate Park, and Apple Fun Park.	<ul style="list-style-type: none"> <li>Officers continue to work on a tourism campaign, outlining consistent advertising themes. Officers are building relationships with local videographers and photographers to engage in this campaign.</li> <li>Initial quotes and time constraints have caused some delay; officers are seeking other options and plan to commence work 2023-2024.</li> <li>Shire Calendar marketing campaign began in June, with the theme being "On the Map" which ties into this marketing campaign.</li> </ul>



	<ul style="list-style-type: none"> <li>• OCM resolution (May 2023) to defer media campaign to 2023-24 year.</li> </ul>
<p>1.3.1 Review the Disability Access and Inclusion Plan.</p>	<ul style="list-style-type: none"> <li>• The Senior Community Engagement Officer has liaised with the Department of Communities and established a new timeline for the new Disability Access and Inclusion Plan which will be adopted by November 2023. The Senior Community Engagement Officer is networking with the South West Access and Inclusion Network to ascertain and adopt best practice in relation to developing an updated Disability Access and Inclusion Plan.</li> <li>• The Senior Community Engagement Officer has attended a Disability and Access Inclusion Plan workshop which informed the senior Community Engagement Officer how the outcomes for the current plan can be addressed. This review is due on the 31st of July.</li> <li>• Senior Community Engagement Officer has been reviewing the current plan and establishing a network of stakeholders with whom to consult.</li> <li>• The Senior Community Engagement Officer is having ongoing meetings with the Seniors Club to assist in identifying and remediating (where possible) accessibility issues in the Shire.</li> </ul>
<p>3.1.1 Review weed management practices on Shire managed land.</p>	<ul style="list-style-type: none"> <li>• Report is being compiled based on peer reviewed articles relating to chemical methods of weed treatment, alternative method, and information relating to practices of similar Shires.</li> </ul>
<p>8.3.1 Review the Shire's pathway strategy including the development of a 5-year expansion and renewal path program.</p>	<ul style="list-style-type: none"> <li>• Recommended for deferral due to resource constraints.</li> <li>• External funding for Preston River pathway announced.</li> </ul>
<p>10.1.3 Support the local backpacker industry (possibly through the Donnybrook Balingup Chamber of Commerce and Industry) to host events</p>	<ul style="list-style-type: none"> <li>• In discussions with Brook Lodge Backpackers about hosting a John Curtin Volunteers Weekend event in</li> </ul>

<p>and community BBQs to attract, engage with, and retain backpackers.</p>	<p>September wherein they'll host volunteers from Curtin University in exchange for assistance with grounds keeping.</p> <ul style="list-style-type: none"> <li>• This will promote the Brook Lodge Backpackers to an appropriate demographic and provide the business with some support via the volunteers. Working with Brook Lodge backpackers on potential expansion plan which will mean they can accommodate more workers.</li> </ul>
<p>11.1.2 Provide a review of local laws.</p>	<ul style="list-style-type: none"> <li>• Arrangements are being made with an external consultant to conduct full review of Waste Local Law and Animals, Environment and Nuisance Local Laws.</li> </ul>
<p>11.2.3 Review best practice approaches for conducting council meetings and consider recommendations to enhance community engagement.</p>	<ul style="list-style-type: none"> <li>• Council resolution (May) to defer item until following LG elections in October.</li> <li>• Along with the full redesign of the Council Meetings webpage, information regarding Public Question Time and the submission of Petitions was added to the website along with online and printable forms. The forms guide the questioner through the process and ensure that questions and petitions can be addressed in a timely manner.</li> </ul>
<p>13.1.2 Develop a Standardised community lease for community and sporting groups.</p>	<ul style="list-style-type: none"> <li>• The Draft Property Management Framework (PMF) was endorsed by Council (the Commissioner) at the March Ordinary Council Meeting for further community consultation.</li> <li>• In light of the extensive amount of information involved in the PMF the stakeholder engagement strategy chosen was consultation via the Shire's website. The PMF was broken down into three categories, over three easy to follow pages including flowcharts, info graphs and FAQs which were designed to assure the PMF is easily understood to ensure suitable feedback could be provided by the community. The</li> </ul>

	<p>website allowed users to submit feedback or questions anonymously to encourage all types of feedback. The consultation period ends on 21 July 2023. Officers will consider feedback from consultation and report recommended changes to Council (Commissioner) for consideration.</p>
--	--

	Project/Milestone	Officer Comment
Monitor	2.3.2 Advocate for the State Government to provide safer pedestrian crossings across South Western Highway.	<ul style="list-style-type: none"> <li>A request has been submitted to MRWA to consider improved pedestrian crossing in Balingup when undertaking future planned works.</li> </ul>
	4.2.2 Provide energy efficient lighting across the Shire, in line with the Shire’s Cities Power Partnership pledge.	<ul style="list-style-type: none"> <li>Nil progress. Requires external grant funding to implement.</li> </ul>
	9.3.1 Advocate for Development WA to further develop Sandhills Industrial Area.	<ul style="list-style-type: none"> <li>No additional action this reporting period.</li> </ul>

Full details of the progress for the period 1 April 2023 to 30 June 2023 for each priority project can be found in Attachment 9.3.3(1).

**COUNCIL RESOLUTION 94/23**

**MOVED: Commissioner McGowan**

**That Council (Commissioner):**

- 1. Receives the Council Plan 2022/2032 – Bi-annual Update (April 2023 – June 2023) as shown in Attachment 9.3.3(1).**
- 2. Acknowledges the status update of 2022-23 Priority Projects for consideration in the next review of the Council Plan (during 2023-24).**
- 3. Directs the Chief Executive Officer to publish the Council Plan Bi-annual Update on the Shire’s website.**

**CARRIED: Commissioner McGowan**

**10 ELECTED MEMBER MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

---

Nil.

**11 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING**

---

Nil.

**12 MEETINGS CLOSED TO THE PUBLIC**

---

**12.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

---

**RECOMMENDATION**

**That the meeting be closed in accordance with section 5.23(2) of the Local Government Act 1995 to discuss agenda item 12.1.1 Chief Executive Officer – Annual Performance Appraisal.**

This report is confidential in accordance with Section 5.23 (2) (a) and (b), of the *Local Government Act 1995*, which permits the meeting to be closed to the public:

- (a) a matter affecting an employee or employees; and
- (b) the personal affairs of any person.

**COUNCIL RESOLUTION 95/23**

**MOVED: Commissioner Gail McGowan**

**That the meeting be closed in accordance with section 5.23(2) of the *Local Government Act 1995* to discuss the following confidential item:**

**CARRIED: Commissioner McGowan**

---

**The meeting was closed to the public at 5.54pm**

---

**RECOMMENDATION**

**That the meeting be opened to the public.**

---

**COUNCIL RESOLUTION 97/23**

**MOVED: Commissioner McGowan**

**That the meeting be re-opened to the public.**

**CARRIED: Commissioner McGowan**

---

**The meeting was opened to the public at 5.56pm**

---

***12.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC***

---

**13 CLOSURES**

---

The Commissioner advised that the next Ordinary Council Meeting will be held on 23 August 2023 commencing at 5.00pm in the Shire of Donnybrook Balingup Council Chamber.

The Commissioner declared the meeting closed at 5.57pm.



## **AUDIT AND RISK MANAGEMENT COMMITTEE MEETING MINUTES**

---

held on

**Tuesday 15 August 2023**

Commencing at 3.07pm

Shire of Donnybrook Balingup Council Chamber, Donnybrook

---

A handwritten signature in black ink, appearing to read "BGR" followed by a flourish.

**Benjamin (Ben) Rose**  
**Chief Executive Officer**

**16 August 2023**

### **Disclaimer**

**Please note the items and recommendations in this document are not final and are subject to change or withdrawal.**

## TABLE OF CONTENTS

---

1	DECLARATION OF OPENING .....	3
2	ATTENDANCES.....	3
	<b>2.1 APOLOGIES.....</b>	<b>4</b>
	<b>2.2 APPROVED LEAVE OF ABSENCE.....</b>	<b>4</b>
3	ANNOUNCEMENTS FROM CHAIRPERSON.....	4
4	DECLARATIONS OF INTEREST .....	4
5	PUBLIC QUESTION TIME .....	4
	<b>5.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE....</b>	<b>4</b>
	<b>5.2 PUBLIC QUESTION TIME .....</b>	<b>7</b>
6	CONFIRMATIONS OF MINUTES .....	7
	<b>6.1 AUDIT AND RISK MANAGEMENT COMMITTEE MEETING – 30 MAY 2023</b>	<b>7</b>
7	REPORTS OF OFFICERS .....	8
	<b>7.1 INTERIM AUDIT FOR THE YEAR ENDING 30 JUNE 2023 .....</b>	<b>8</b>
	<b>7.2 AUDIT SURVEY ANALYSIS .....</b>	<b>14</b>
7	CLOSURES.....	18

**SHIRE OF DONNYBROOK BALINGUP**  
**AUDIT AND RISK MANAGEMENT COMMITTEE MEETING MINUTES**

Held at the Council Chamber  
15 August 2023 at 3.07pm

---

## **1 DECLARATION OF OPENING**

---

The Chairperson declared the meeting open at 3:07pm and welcome the members of the public and members of the Committee.

The Chairperson requested that a declaration be read aloud by Commissioner Gail McGowan who had been authorised to attend the meeting via electronic means (Microsoft Teams).

*“Pursuant to Section 14CA(5) of the Local Government (Administration) Regulations 1996, I Gail McGowan declare that I am situated in a location where I can maintain confidentiality throughout the duration of the meeting.”*

### **Chairperson – Acknowledgment of Country**

The Chairperson acknowledged the traditional custodians of the land, the Wardandi People of the Noongar Nation, paying respects to Elders, past, present, and emerging.

## **2 ATTENDANCES**

---

### **MEMBERS PRESENT**

<b>MEMBERS</b>	<b>STAFF</b>
Ian Telfer, Chairperson	Kim Dolzadelli, Director Corporate and Community
Vivienne MacCarthy	Belinda Richards, Manager Finance and Corporate
Gail McGowan, Commissioner	Loren Clifford, Acting Manager Executive Services



## **2.1 APOLOGIES**

---

Ben Rose, Chief Executive Officer

## **2.2 APPROVED LEAVE OF ABSENCE**

---

Nil.

## **3 ANNOUNCEMENTS FROM CHAIRPERSON**

---

Nil.

## **4 DECLARATIONS OF INTEREST**

---

Nil.

## **5 PUBLIC QUESTION TIME**

---

### **5.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

---

Question: Shane Sercombe

At the February 2022 Audit Committee meeting, it was explained how this Shire's depreciation could be reduced by \$2.3 million using a unconventional method of essentially not depreciating gravel. The result of this new method would be a significant improvement to the Shires operating surplus. The 21/22 Auditors report, presented at last night meeting stated the valuation and therefore the depreciation of roads was identified as a significant risk. The independent building valuation last year doubled the value of our buildings from \$13 million to \$26 million, while an internal valuation of roads found a \$0.00 increase. Can it be confirmed that the Shire cannot reduce depreciation on roads by \$2.3 million and in fact, once independently valued the depreciation of roads will likely increase significantly?

Response: Director Corporate and Community

In answering your question, I refer you to Page 14 of the Minutes from the ARMC meeting held 9 February 2022 which states the following:

*“The below table (2019/2020) shows the potential for reduction in depreciation charges which would have a significant impact on this Ratio; note this does not yet include Buildings:”*

**Non-Current Assets -  
Depreciation**

<b>Local Government</b>	<b>Property, Plant and Equipment and Infrastructure</b>	<b>Depn</b>	<b>Rate of Depn</b>
Shire of Donnybrook	\$166,302,974	\$5,529,704	3.33%
Shire of Bridgetown-Greenbushes	\$204,667,616	\$3,570,493	1.74%
Shire of Capel	\$175,007,654	\$4,546,874	2.60%
Shire of Nannup	\$108,930,057	\$1,557,445	1.43%
Average Rate of Depreciation			2.27%
Average Rate of Depreciation Excluding Donnybrook			1.92%

Shire of Donnybrook	Average Rate of Depreciation Applied	\$3,782,344
---------------------	--------------------------------------	-------------

<b>Potential</b> Reduction in Depreciation	<b>\$1,747,360</b>
--	--------------------

Shire of Donnybrook	Average Rate of Depreciation Ex Donnybrook Applied	\$3,199,890
---------------------	--	-------------

<b>Potential</b> Reduction in Depreciation	<b>\$2,329,814</b>
--	--------------------

The above is the basis of the statements that were made and they are clearly supported by relevant comparative information that indicates *“potential for reduction in depreciation charges”*.

I further highlight the Minutes of the ARMC meeting held 3 March 2022 and specifically page 14, where in part the following is stated:

**“Management Comment**

*The Shire’s Operating Surplus Ratio is being adversely impacted by non-cash depreciation charges. A preliminary review of Depreciation Rates has been undertaken and points to a potential over calculation of depreciation as does the fact that Road Infrastructure Assets are not disaggregated therefore residual values cannot be put in place where appropriate.*

*Officers note that the Department of Local Government, Sport and Cultural Industries (DLGSC), under direction from the Minister, has recently released its draft Model Financial Statements as part of the broader Local Government Reform currently being undertaken.*

*The following is contained in the current draft which if progressed would remove the current Ratio calculations:*

- *“Prescribed financial ratios have been removed. Consequently, it should be assumed that financial data required to report useful financial ratios will be prescribed in the model accounts.”*

*The methodologies of calculating the operating surplus ratio are generally recognized, within the Local Government sector, as being inappropriate to be used to determine a significant adverse trend.*

*Pending the final outcome of the Local Government Reform Officers will undertake a full review of Depreciation calculation and methodology.”*

On the basis that the previously prescribed financial ratios having been removed and not yet replaced with new ratios, no further work on potential reduction of depreciation calculations has been undertaken to this point.

Unless a review of depreciation rates is undertaken, it is acknowledged that any revaluation of assets is likely to lead to a higher amount of depreciation being calculated, this is primarily due to the fact that the actual valuation of the assets has increased.

## **5.2 PUBLIC QUESTION TIME**

---

Nil.

## **6 CONFIRMATIONS OF MINUTES**

---

### **6.1 AUDIT AND RISK MANAGEMENT COMMITTEE MEETING – 30 MAY 2023**

---

Minutes of the Audit and Risk Management Committee meeting held 30 May 2023 are attached (Attachment 6.1(1)).

#### **COMMITTEE RESOLUTION: ARM 5/23**

#### **EXECUTIVE RECOMMENDATION**

**That the Minutes of the Audit and Risk Management Committee Meeting held 30 May 2023 be confirmed as a true and correct record.**

**CARRIED: 3/0**

**The Chairperson called for a vote and the resolution was carried.**

## 7 REPORTS OF OFFICERS

### 7.1 INTERIM AUDIT FOR THE YEAR ENDING 30 JUNE 2023

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	FNC 02A
<b>Author</b>	Loren Clifford, Acting Manager Executive Services
<b>Responsible Manager</b>	Kim Dolzadelli, Director Corporate and Community
<b>Attachments</b>	7.1(1) Interim Audit Management Letter 7.1(2) Interim Audit Findings Report
<b>Voting Requirements</b>	Simple Majority

#### EXECUTIVE RECOMMENDATION

**That the Audit and Risk Management Committee recommend to Council (the Commissioner) to:**

- 1. Receive the Interim Audit Management Letter and Findings Report for the year ending 30 June 2023 in Attachments 7.1(1) and 7.1(2); and**
- 2. Notes the Management Comments provided, stating the actions the Chief Executive Officer intends to take with respect to the two matters identified in the Interim Audit Findings Report in Attachment 7.1(2).**

#### STRATEGIC ALIGNMENT

The following outcomes from the Council Plan 2022 – 2032 relate to this proposal:

Outcome	11	Strong, visionary leadership
Objective	11.1	Provide strategically focused, open and accountable governance
Outcome	12	A well respected, professionally run organisation
Objective	12.1	Deliver effective and efficient operations and service provision

## **EXECUTIVE SUMMARY**

The Office of the Auditor General (OAG) provided the Interim Audit results for the year ending 30 June 2023. The focus of the interim audit was to primarily evaluate the Shire's financial control environment, and to obtain an understanding of the key business processes, risks, and internal controls relevant to the audit of the annual financial report.

The Audit and Risk Management Committee is asked to receive the Interim Audit Management Letter and Report on Findings.

## **BACKGROUND**

Moore Australia were appointed on behalf of the OAG to conduct the annual Interim Audit, for the year ending 30 June 2023.

## **FINANCIAL IMPLICATIONS**

The annual audit costs (Interim and Annual Audit) estimated by the OAG for the Shire of Donnybrook Balingup are \$41,750 (ex GST).

## **POLICY COMPLIANCE**

Nil.

## **STATUTORY COMPLIANCE**

### Local Government Act 1995 Part – 7 Audit

*Part 7, Section 7.12A. Duties of local government with respect to audits*

- (3) *A local government must —*
- (aa) *examine an audit report received by the local government; and*
  - (a) *determine if any matters raised by the audit report, require action to be taken by the local government; and*
  - (b) *ensure that appropriate action is taken in respect of those matters.*
- (4) *A local government must —*

- (a) *prepare a report addressing any matters identified as significant by the auditor in the audit report, and stating what action the local government has taken or intends to take with respect to each of those matters; and*
  - (b) *give a copy of that report to the Minister within 3 months after the audit report is received by the local government.*
- (5) *Within 14 days after a local government gives a report to the Minister under subsection (4)(b), the CEO must publish a copy of the report on the local government's official website.*

### Local Government (Audit) Regulations 1996

#### **16. Functions of audit committee**

*An audit committee has the following functions —*

- (a) *to guide and assist the local government in carrying out —*
  - (i) *its functions under Part 6 of the Act; and*
  - (ii) *its functions relating to other audits and other matters related to financial management;*
- (b) *to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act;*
- (c) *to review a report given to it by the CEO under regulation 17(3) (the **CEO's report**) and is to —*
  - (i) *report to the council the results of that review; and*
  - (ii) *give a copy of the CEO's report to the council;*
- (d) *to monitor and advise the CEO when the CEO is carrying out functions in relation to a review under —*
  - (i) *regulation 17(1); and*
  - (ii) *the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);*
- (e) *to support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;*
- (f) *to oversee the implementation of any action that the local government —*
  - (i) *is required to take by section 7.12A(3); and*
  - (ii) *has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and*
  - (iii) *has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and*

- (iv) *has accepted should be taken following receipt of a report of a review conducted under the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);*
- (g) *to perform any other function conferred on the audit committee by these regulations or another written law.*

**CONSULTATION**

On 15 May 2023, Directors from Moore Australia met with the Commissioner, the Chief Executive Officer, Director Corporate and Community, and Manager Finance and Corporate to discuss the scope required for the Interim Audit for the period ended 30 June 2023.

Moore Australia and the Shire’s Administration held an exit meeting after the conclusion of the Interim Audit to discuss the Interim Audit findings, and the action the Shire has taken or intends to take with respect to each of those matters. Management Comments have been provided in the table below.

**OFFICER CONCLUSION**

As shown in Attachment 7.1(2), The OAG identified two findings during the Interim Audit, details are provided below, neither finding will have any impact on the audit opinion:

<b>Finding 1 - Segregation of Duties for Purchase Orders</b>	
Our sample testing of expenditure internal controls noted an instance (out of nine transactions tested) where the purchase order was raised, approved, and matched to the supplier invoice by the same employee.	
<b>Rating</b>	Moderate
<b>Implication</b>	Purchases made without proper segregation of duties increases the risk of unauthorised purchases being made.
<b>Recommendation</b>	The Shire should review its current procurement processes by placing independent reviews to ensure appropriate segregation of duties.
<b>Management Comment</b>	
The Shire acknowledges the feedback received and in the vast majority of cases independent reviews are undertaken. The Shire will review its current practice with a view to ensuring independent reviews of all purchases are made.	



<p>The Shire’s adopted Purchasing Policy clearly defines process and purchasing thresholds for the organisation.</p> <p>Only authorised personnel can raise purchase orders with strict limits of the \$ value authorised for each person on the basis of need and risk.</p> <p>As part of the final payment authorisation for payment batches all invoices are checked for appropriate costing detail, appropriateness of purchase and pricing.</p>	
<p><b>Finding 2 - Borrowings Reconciliation</b></p> <p>We noted 5 instances between July 2022 and March 2023 where the borrowing reconciliations were performed over 30 days after the month end.</p>	
<p><b>Rating</b></p>	<p>Minor</p>
<p><b>Implication</b></p>	<p>Reconciliations are a key control for ensuring financial data is complete and accurate within the general ledger from which financial statements are prepared. Delay in the preparation and review of the reconciliations increases the risk of errors in the financial statements.</p>
<p><b>Recommendation</b></p>	<p>The reconciliations should be performed in a timely manner by the end of each month. This reconciliation should be reviewed by a senior officer independent of preparation and evidenced accordingly.</p>
<p><b>Management Comment</b></p> <p>The Shire acknowledges the feedback, and notes that all future borrowing reconciliations will be independently reviewed within 30 days.</p> <p>All borrowings are reported on a Monthly basis to Council through the Statements of Financial Activity.</p>	

The Ratings are based on the OAG audit team’s assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken.

Consideration is given to these outcomes in the context of both quantitative impact (for example financial loss) and qualitative impact (for example inefficiency, non-compliance, poor service to the public or loss of public confidence).

<p><b>Key to Ratings</b></p>
<p><b>Significant</b></p> <p>Those findings where there is potentially a significant risk to the entity should the finding not be addressed by the entity promptly. A significant rating could indicate the need for a modified audit opinion in the current year, or in a subsequent reporting period</p>

if not addressed. However even if the issue is not likely to impact the audit opinion, it should be addressed promptly.

**Moderate**

Those findings which are of sufficient concern to warrant action being taken by the entity as soon as practicable.

**Minor**

Those findings that are not of primary concern but still warrant action being taken.

**COMMITTEE RESOLUTION: ARM 6/23**

**COMMITTEE RESOLUTION**

**That the Audit and Risk Management Committee recommend to Council (the Commissioner) to:**

- 1. Receive the Interim Audit Management Letter and Findings Report for the year ending 30 June 2023 in Attachments 7.1(1) and 7.1(2); and**
- 2. Notes the Management Comments provided, stating the actions the Chief Executive Officer intends to take with respect to the two matters identified in the Interim Audit Findings Report in Attachment 7.1(2).**

**CARRIED: 3/0**

**The Chairperson called for a vote and the resolution was carried.**

## 7.2 AUDIT SURVEY ANALYSIS

<b>Location</b>	Shire of Donnybrook Balingup
<b>Applicant</b>	Shire of Donnybrook Balingup
<b>File Reference</b>	FNC 02A
<b>Author</b>	Loren Clifford, Acting Manager Executive Services
<b>Responsible Manager</b>	Kim Dolzadelli, Director Corporate and Community
<b>Attachments</b>	7.2(1) Audit Survey Analysis
<b>Voting Requirements</b>	Simple Majority

### EXECUTIVE RECOMMENDATION

**That the Audit and Risk Management Committee receive the Audit Survey Analysis in Attachment 7.2(1), noting the key emerging issues identified in the analysis.**

### STRATEGIC ALIGNMENT

The following outcomes from the Council Plan 2022 – 2032 relate to this proposal:

Outcome	11	Strong, visionary leadership
Objective	11.1	Provide strategically focused, open and accountable governance
Outcome	12	A well respected, professionally run organisation
Objective	12.1	Deliver effective and efficient operations and service provision

### EXECUTIVE SUMMARY

Local Government Professionals Australia WA and Western Australia Local Government Association (WALGA) conducted a survey of the sector to ascertain current issues and attitudes associated with the annual local government audit process. The Analysis provided outlines the key emerging issues identified by the 91 local governments that contributed feedback.

The Audit and Risk Management Committee are asked to receive the Audit Survey Analysis noting the key emerging issues identified in the analysis.

## **BACKGROUND**

Responsibility for financial auditing of Western Australia's local governments transitioned from the Department of Local Government, Sport, and Cultural Industries to the Office of the Auditor General with the proclamation of the *Local Government Amendment (Auditing) Act 2017*.

Since this time there has been a range of comments and criticisms of the audit that needed to be corralled and formalised in discussions with the OAG to get clarity and better understand how to improve the audit performance and outcomes for local governments.

Local Government Professionals WA partnered with WALGA during April to conduct a survey of the sector to ascertain current issues and attitudes associated with the annual local government audit process.

The survey was jointly designed to enable the Associations to provide consistent and constructive advice to the Office of the Auditor General. The OAG is supportive of the process and welcomes this contribution from the peak bodies to inform their continued improvement.

91 local governments provided feedback. The data and quotations from the respondents of the survey can be found in Attachment 7.2(1).

## **FINANCIAL IMPLICATIONS**

Nil.

## **POLICY COMPLIANCE**

Nil.

## **STATUTORY COMPLIANCE**

Nil.

## CONSULTATION

Nil.

## OFFICER CONCLUSION

The results and comments from the survey highlight five key areas to address in the annual audit process. These key emerging issues are as follows:

### **Timeframe and delays**

Over **50%** of respondents either disagreed or strongly disagreed that *“the audit was completed in the scheduled timeframe”*. Comments from respondents suggested disruptions to the timeframe were caused by things like; consecutive periods of leave taken by the Auditors and OAG staff; difficulties with asset valuations, and; collection of information. One respondent noted that the Auditors continually asked for more information from Local Government staff but refused to acknowledge the delays these requests were causing or allowing for any flexibility in the times allocated.

### **Additional workload on Local Government staff**

**60%** of respondents either agreed or strongly agreed that *“there was additional workload placed on Local Government staff during the conduct of the audit, beyond the tasks anticipated in the pre-audit preparation advice”*. Only **15%** of respondents disagreed or strongly disagreed with this statement. Respondents noted that the tasks expected of Local Government staff *“far exceeded”* what was anticipated, and this led to a *“very high workload”* for staff and a strain on resources. Unclear instructions, poor communication and being asked to answer the same question multiple times were cited by respondents as causes for the additional workload.

### **Cost**

Almost half of respondents either disagreed or strongly disagreed with the statement that *“the estimated audit costs were reasonable, given the Audit Brief and the comparative cost of previous audits”*. Comments from some respondents reported that the costs were more than twice that incurred prior to the OAG assuming responsibility for Local Government auditing. There was also feedback about a lack of transparency from the OAG in its failure to provide a cost breakdown.

In terms of the actual cost of the audit, only two respondents indicated that the final cost was less than the estimated cost, with a significant amount of respondents indicating the actual cost was higher than the estimate. The average difference between the estimated and actual was an increase of around \$12,000, with the biggest difference being \$40,000.

### **Inconsistent advice from contract Auditors and OAG**

Whilst a majority of respondents either agreed or strongly agreed that “*consistent advice was received from both contract Auditors and the OAG*”, several comments indicated that when inconsistent advice was received it led to confusion, delays, and frustration. One respondent suggested that “*requiring the Local Government to only communicate with the contract auditors, and not also the OAG, would avoid these outcomes*”. In this scenario, it would be up to the contract Auditors and the OAG to be on the same page in terms of the advice given, and this in turn would reduce “*inconsistent advice or information from both parties*”.

### **Asset Valuation Requirements**

There were a number of comments throughout the survey raising the need for simplification and clarification of the Fair Value asset valuation requirements. In response to question 11 about the consistency of advice from the contract auditors and the OAG, one respondent noted that the advice received was good “*apart from the issue of the valuation of assets*”.

A similar comment appears in question 14 where a respondent has sought clarification and guidance about “*the timing of infrastructure revaluation and what mechanisms, beside management judgement, [are] in place to show how we have made the decision*”. Feedback on the handling of the asset valuation process can also be seen in a comment in question 8 which suggests that “*more thought needs to be given between the LG Sector and the OAG.*”

## **COMMITTEE RESOLUTION: ARM 7/23**

### **COMMITTEE RESOLUTION**

**That the Audit and Risk Management Committee receive the Audit Survey Analysis in Attachment 7.2(1), noting the key emerging issues identified in the analysis.**

**CARRIED: 3/0**

**The Chairperson called for a vote and the resolution was carried.**

## **7 CLOSURES**

---

The Chairperson declared the meeting closed at 3:24pm.

# PROCLAMATION LEGEND

**EXISTING PROCLAIMED ROUTE**

**H006** Highway  
(^ Road Name)

**M042** Main Road  
(^ Road Name)

**SECTION TO BE DEPROCLAIMED**

~~H002~~ ~~M012~~

**SECTION TO BE PROCLAIMED**

**H006** Highway

**M042** Main Road

^ Landgate approved local usage name.

**PATHWAY RESPONSIBILITY**

**P018** Main Roads Controlled Path

**P018** Other Path

~~P018~~ MR Controlled Path Removed

Controlled paths (shared, pedestrian or bicycle) depicted on this drawing are those for which Main Roads Western Australia has responsibility.

Paths, shared, pedestrian or bicycle, the responsibility of other entities are not shown.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution: ..... of

Council Meeting Held On: .....

**OR DELEGATED AUTHORITY**  
in accordance with Section 5.41(d) of the Local Government Act 1995.

Chief Executive Officer .....

Date: .....

Gazette: .....

Page No: .....

DATE OF ORIGINAL ISSUE: .....

DRAWING AMENDMENT DATE: 19 MAY 2023

THIS DRAWING SUPERSEDES 9422-050-1

## SHIRE OF DONNYBROOK - BALINGUP



**NOTES:**

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

Ramp intersections are shown schematically. The point at which the lines meet represents the end of the median which separates the converging or diverging carriageways.

Slip lanes where ramps intersect other roads are not shown.



**SOUTH WEST REGION**



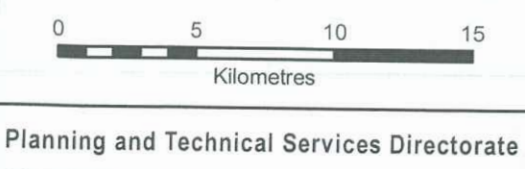
**SHIRE OF DONNYBROOK - BALINGUP**

### BASE MAP LEGEND

- Town Site Area And Boundary
- Local Government Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

Signature: <i>N.P.D.M.</i>	Signature: <i>Joseph Meyer</i>
Position: N.P.D.M.	Position: EDPTS
Date: 9/6/2023	Date: 19/6/23



**PROCLAMATION PLAN**  
Declared Roads  
**SHIRE OF DONNYBROOK - BALINGUP**  
SHIRE OF DONNYBROOK - BALINGUP - LG No. 217 SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA		
DWG TYPE	FILE No	DWG NUMBER
20:00	21/6511	202321-000022-00



AMENDMENTS

PROCLAMATION LEGEND

EXISTING PROCLAIMED ROUTE

**H006** Highway  
(^ Road Name)

**M042** Main Road  
(^ Road Name)

SECTION TO BE DE-PROCLAIMED

~~H002~~ ~~M012~~

SECTION TO BE PROCLAIMED

**H006** Highway

**M042** Main Road

^ Landgate approved local usage name.

PATHWAY RESPONSIBILITY

**P018** Main Roads Controlled Path

Other Path

~~P018~~ MR Controlled Path Removed

Controlled paths (shared, pedestrian or bicycle) depicted on this drawing are those for which Main Roads Western Australia has responsibility.

Paths, shared, pedestrian or bicycle, the responsibility of other entities are not shown.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution:.....of

Council Meeting Held On:

**OR DELEGATED AUTHORITY**  
in accordance with Section 5.41(d) of the Local Government Act 1995.

Chief Executive Officer

Date:.....

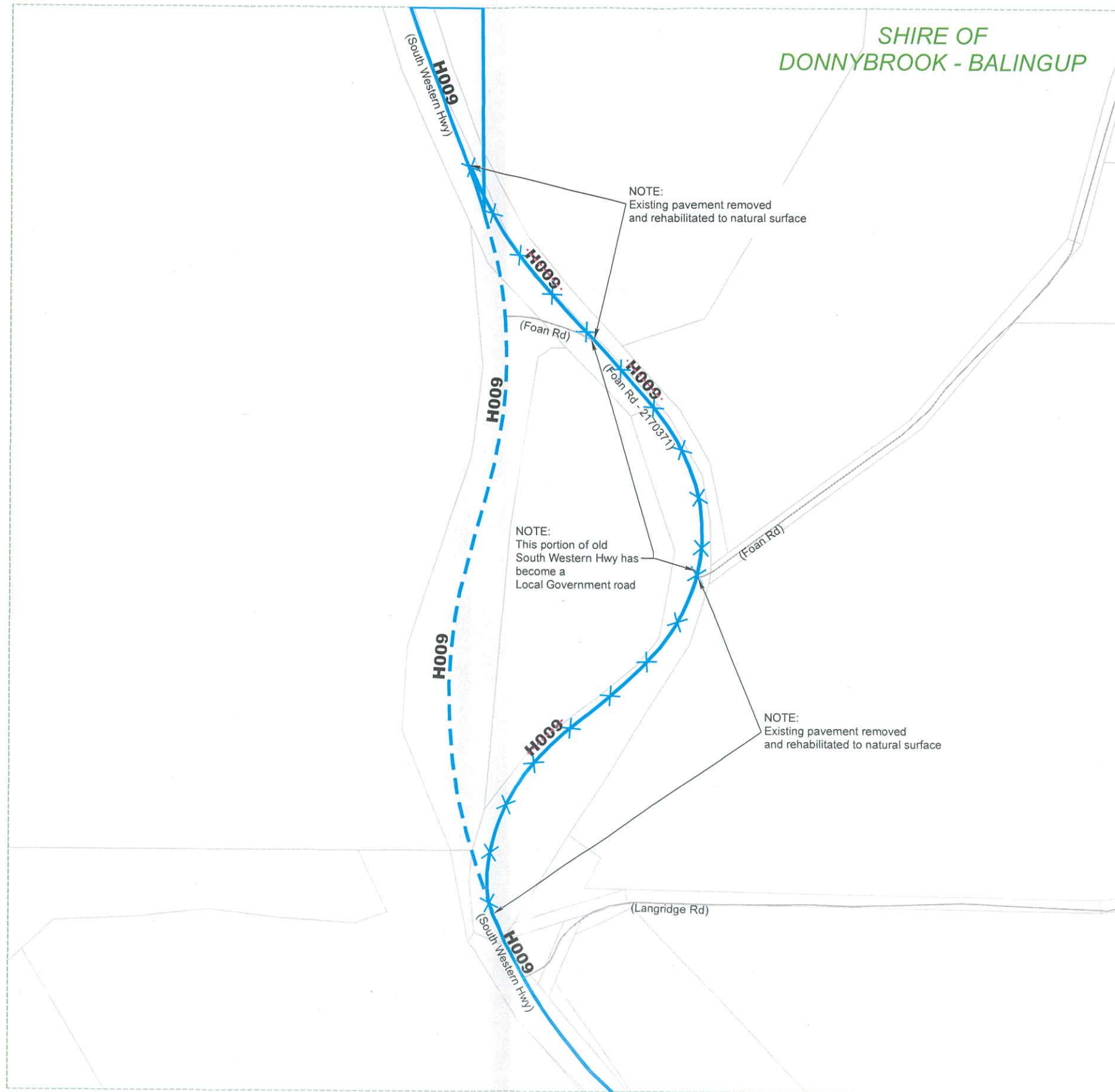
Gazette:.....

Page No:.....

DATE OF ORIGINAL ISSUE: 25 December 2021

DRAWING AMENDMENT DATE: .....

THIS DRAWING SUPERSEDES:



NOTES:

Roads and/or paths are represented by centrelines which are a notional reference line that generates and approximates the centre of the pavement extent.

Ramp intersections are shown schematically. The point at which the lines meet represents the end of the median which separates the converging or diverging carriageways.

Slip lanes where ramps intersect other roads are not shown.



SHIRE OF DONNYBROOK - BALINGUP

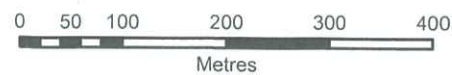
BASE MAP LEGEND

- Local Government Boundary
- Town Site Area And Boundary
- Cadastre
- Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

RECOMMENDED  
Signature: *P. For*  
Position: N.P.D.M.  
Date: 9/6/2023

APPROVED  
Signature: *Ed P.T.S.*  
Position: E.D.P.T.S.  
Date: 19/6/23



Planning and Technical Services Directorate

PROCLAMATION PLAN

Declared Roads  
H009 - South Western Hwy - SLK 192.5 - 193.6  
Proclaim Highway  
Deproclaim Highway

SHIRE of DONNYBROOK - BALINGUP - LG No. 217

SHEET 1 of 1

MAIN ROADS WESTERN AUSTRALIA

DWG TYPE	FILE No	DWG NUMBER
20:00	21/6511	202321-000023-00



SHIRE OF DONNYBROOK BALINGUP <b>RECEIVED</b>
23 JUN 2023
Record No: 1COR95281
File No: WRK0613
Officer: DNM.
X Ref:
Corresps:
Signed Off:

Enquiries: Nicole Coaker on (08) 9323 6370  
Our Ref: File: 21/6511 (D23#472794)  
Your Ref: N/A

15 June 2023

Mr Benjamin Rose  
Chief Executive Officer  
Shire of Donnybrook Balingup  
PO Box 94  
DONNYBROOK WA 6239

Dear Mr Rose,

**Proclamation and deproclamation following completion of realignment works along South Western Highway (H009) between Brookhampton Road and Tassone Road.**

Following the completion of works to realign portion of South Western Highway (H009) between Brookhampton Road and Tassone Roads, Main Roads is now required to proclaim the changes in the road alignment.

In accordance with Section 13 of the Main Roads Act, the Commissioner of Main Roads intends to make a recommendation to the Hon. Minister of Transport to proclaim the changes as shown on drawings; 202321-000022-00 and 202321-000023-00

Before recommendation can be made, the Commissioner requires endorsement of the enclosed proclamation drawings by Council. Subject to Council's agreement, please endorse the drawings with the following details:

- Council's resolution number,
- date of meeting in support of the proposal and
- CEO's signature.

It is understood the Shire currently has an appointed Commissioner, it should be noted endorsement without council resolution is acceptable, provided the CEO has the adequate delegated authority.

**Original signed drawings are to be returned** as these are to be put before the Hon. Minister of Transport. Please endorse and **return one set of original signed drawings** and retain the other set for the Council's interim records. Following proclamation, a copy of the final drawings showing gazettal details will be forwarded for your records.

Should Council not support the changes, Section 13A (2) of the Main Roads Act makes the provision for Council to lodge an objection with the Commissioner of Main Roads. Any objection to the proclamation is required to be lodged with Main Roads by 29 July 2023.

## BASIS OF AGREEMENT

### HANDOVER OF A PORTION OF THE FORMER SOUTH WESTERN HIGHWAY ALIGNMENT BETWEEN THE NEW FOAN ROAD INTERSECTION AND THE FORMER FOAN ROAD INTERSECTION TO THE SHIRE OF DONNYBROOK BALINGUP

#### Parties to the Agreement:

Main Roads Western Australia (MRWA)

South West Region  
Robertson Drive  
PO Box 5010  
Bunbury WA 6231

AND

Shire of Donnybrook Balingup  
1 Bentley Street  
Donnybrook WA 6239

#### RECITALS:

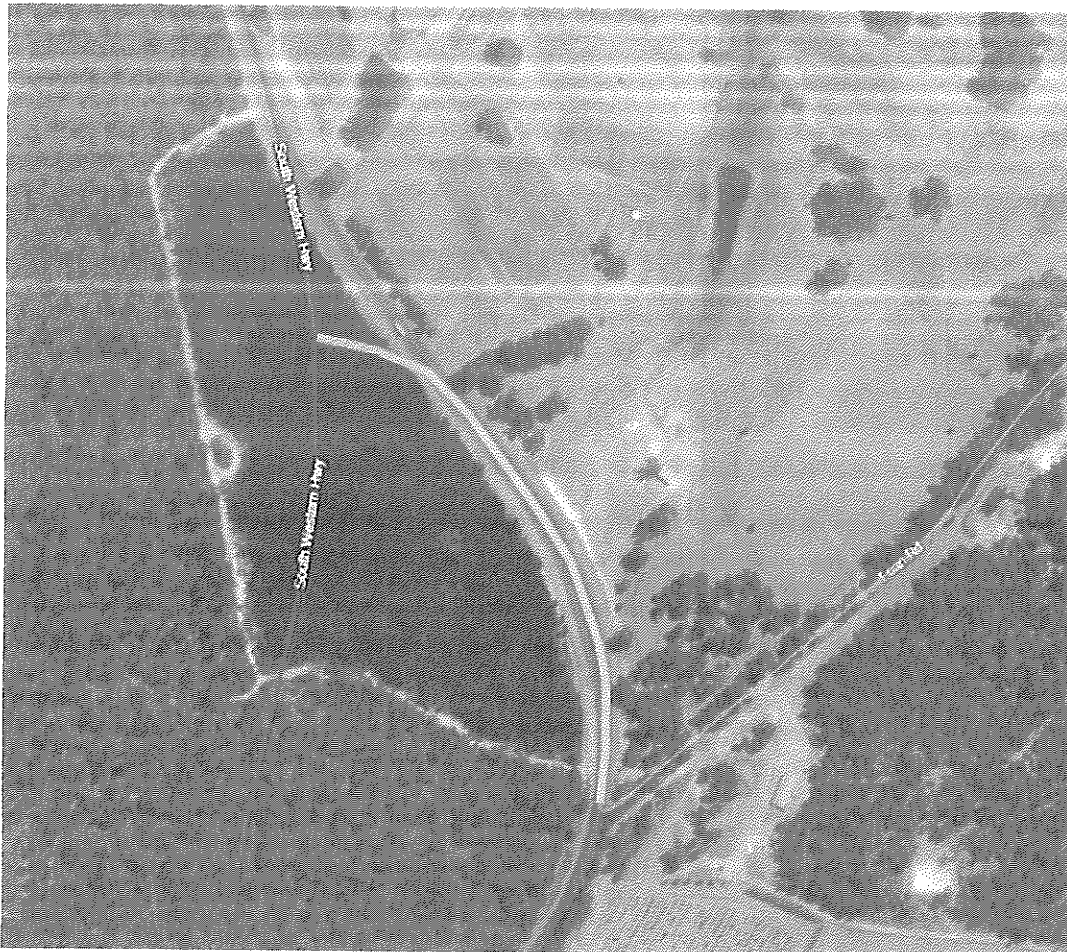
- A. WHEREAS MRWA agrees to deproclaim the portion of the former South Western Highway alignment between the new Foan Road intersection and the former Foan Road intersection and to transfer responsibility for the road to Shire of Donnybrook Balingup
  
- B. WHEREAS the Shire agrees to accept the transfer of the portion of the former South Western Highway alignment between the new Foan Road intersection and the former Foan Road intersection from MRWA and for the road to be designated a local road for which the Local Government will take responsibility.

#### Background

In July 2022, construction of the South Western Highway realignment between Brookhampton Road & Tassone Road was completed. This realignment aims to improve the safety and efficiency along this stretch of highway by addressing the limited passing opportunities for motorists and substandard geometry.

As part of these works, a new intersection to Foan Road was constructed on the new alignment. A 520m portion of the old South Western Highway alignment has been used to connect the former and new Foan Road intersections.

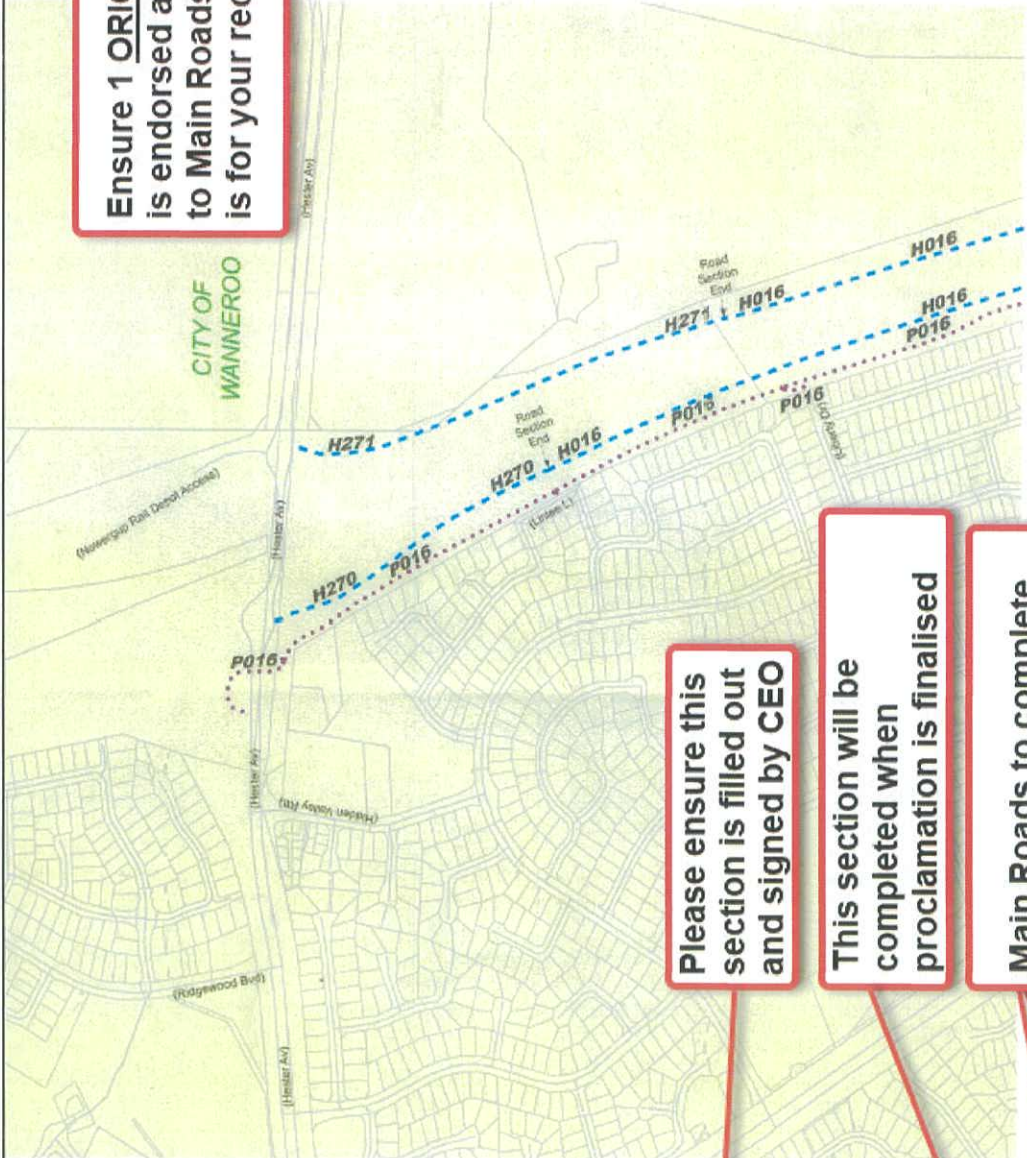
This portion of the old South Western Highway alignment is no longer required by Main Roads WA and will be deproclaimed as 'Highway' and will revert to a local road, under the care, control and management of the Shire of Donnybrook Balingup.



*Figure 1: Portion of the old South Western Highway to become Foan Road*

converging or diverging carriageways.  
 Slip lanes where ramps intersect other roads are not shown.

**Ensure 1 ORIGINAL copy is endorsed and returned to Main Roads - the other is for your records.**



**CITY OF WANNEROO**

**BASE MAP LEGEND**

- Local Government Boundary
- Town Site Area And Boundary
- Cadastral
- Local Road

**EXAMPLE ONLY**

- M042** Main Road  
(\* Road Name)
  - H002** Highway
  - M012** Main Road
  - H005** Highway
  - M042** Main Road
- \* Landgate approved local usage name.
- PATHWAY RESPONSIBILITY**
- P018** Main Roads Controlled Path
  - P018** Other Path
  - X** MR Controlled Path Removed
- Controlled paths (shaded, pedestrian or bicycle) depicted on this drawing are those for which Main Roads Western Australia has responsibility.
- Paths, shared, pedestrian or bicycle, the responsibility of other entities are not shown.

This is to certify that Council endorses the proposal shown on this plan.

Council Resolution: MSOS-04/21 of Council Meeting Held On: 20 April 2021

OR DELEGATED AUTHORITY in accordance with Section 5.41(d) of the Local Government Act 1995.

Chief Executive Officer  
 Date: 22.11.21

Gazette: No. 138, 26 November 2021  
 Page No: 5184, 5185

RECOMMENDED  
 Signature: [Signature]  
 Position: N.P.O.M.  
 Date: 2/3/2024

APPROVED  
 Signature: [Signature]  
 Position: Director  
 Date: 10 Mar 21

**Please ensure this section is filled out and signed by CEO**

**This section will be completed when proclamation is finalised**

**Main Roads to complete**

NOTE: FOR DETAIL OF FORMATS - REFER TO COMBICOMMANDS

**MAIN ROADS WESTERN AUSTRALIA**

PROJECT NO: 201921-0030-00

FILE NO: 133844

DATE: 20.00

**PROCLAMATION PLAN**  
 Declared Roads  
 Proclaim H018 - Mitchell Fwy, Ramps H270, H271 and Indicate P016

CITY OF WANNEROO - LG No. 110 SHEET 3 of 6

PLANNING AND TECHNICAL SERVICES DIRECTORATE

DATE OF ORIGINAL ISSUE: 21 May 19

CORRECTING AUTHORITY DATE:

SHIRE OF DONNYBROOK BALINGUP  
 SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
 PAYMENTS FROM 1 JULY TO 31 JULY 2023

CHQ/EFT	NAME	DESCRIPTION	AMOUNT
<b>3426</b>	<b>ADOBE SYSTEMS SOFTWARE IRELAND LTD</b>	<b>PAYMENT</b>	<b>-29.99</b>
INVOICE	ADOBE SYSTEMS SOFTWARE IRELAND LTD	MONTHLY SUBSCRIPTION TO ADOBE CREATIVE SUITE - INDESIGN SOFTWARE FOR MEDIA & COMMUNICATIONS 02/06/2023 TO 01/07/2023	29.99
<b>3427</b>	<b>CITY OF BUNBURY</b>	<b>PAYMENT</b>	<b>-20.00</b>
INVOICE	CITY OF BUNBURY	PARKING EXPENSES FOR TRAINING - CDO	10.00
INVOICE	CITY OF BUNBURY	PARKING EXPENSES FOR TRAINING - DCC	10.00
<b>3428</b>	<b>BP BALDIVIS NORTHBOUND</b>	<b>PAYMENT</b>	<b>-220.77</b>
INVOICE	BP BALDIVIS NORTHBOUND	DB5 CEO - FUEL EXPENSES	220.77
<b>3429</b>	<b>BOOKING.COM</b>	<b>PAYMENT</b>	<b>-278.02</b>
INVOICE	BOOKING.COM	ACE ACCOMMODATION ALBANY - ACCOMMODATION FOR 2 NIGHTS AT PLANNING CONFERENCE	278.02
<b>3430</b>	<b>DONNYBROOK FRESH SUPA IGA</b>	<b>PAYMENT</b>	<b>-40.27</b>
INVOICE	DONNYBROOK FRESH SUPA IGA	ADMIN - FAREWELL MORNING TEA	40.27
<b>3431</b>	<b>DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY - BUILDING COMMISSION</b>	<b>PAYMENT</b>	<b>-1071.00</b>
INVOICE	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY - BUILDING COMMISSION	TRI ANNUAL BUILDING SURVEYOR PRACTITIONER REGISTRATION RENEWAL FOR PRINCIPAL BUILDING SURVEYOR	1071.00
<b>3432</b>	<b>BUNBURY FLOWER PLACE</b>	<b>PAYMENT</b>	<b>-90.00</b>
INVOICE	BUNBURY FLOWER PLACE	MINNINUP COTTAGES - FLOWERS FOR RESIDENT'S FUNERAL	90.00
<b>3433</b>	<b>FELIX MOBILE</b>	<b>PAYMENT</b>	<b>-35.00</b>
INVOICE	FELIX MOBILE	SIM SERVICE FOR THE TRANSIT PARK DOOR LOCK ACCESS	35.00
<b>3434</b>	<b>OFFICEWORKS</b>	<b>PAYMENT</b>	<b>-89.00</b>
INVOICE	OFFICEWORKS	ADMIN - MICROSOFT USB HEADSET	89.00
<b>3435</b>	<b>SECURE PARKING PTY LTD</b>	<b>PAYMENT</b>	<b>-12.00</b>
INVOICE	SECURE PARKING PTY LTD	VC MITCHELL PARK - PARKING EXPENSES FOR MEETING WITH ARCHITECTS	12.00
<b>3436</b>	<b>SENDGRID</b>	<b>PAYMENT</b>	<b>-140.86</b>
INVOICE	SENDGRID	DBK REC CTR - AUTOMATED EMAIL SERVICE LINKED TO ENVIBE LEISURE MANAGEMENT SOFTWARE SYSTEM - 01/06/2023 TO 30/06/2023	140.86
<b>EFT26604C</b>	<b>WESTNET PTY LTD</b>	<b>PAYMENT</b>	<b>-234.88</b>
INVOICE	WESTNET PTY LTD	ADMIN, DBK LIBRARY, DBK DEPOT - INTERNET SERVICE FOR PERIOD 01/07/2023 TO 01/08/2023	234.88
<b>EFT26605</b>	<b>QUEST CONVEYANCING</b>	<b>PAYMENT</b>	<b>-1186.64</b>
INVOICE	QUEST CONVEYANCING	RATES REFUND	1186.64
<b>EFT26606</b>	<b>AUSTRALIA POST - ACCOUNTS</b>	<b>PAYMENT</b>	<b>-353.52</b>
INVOICE	AUSTRALIA POST - ACCOUNTS	SHIRE POSTAGE - JUNE 2023	353.52
<b>EFT26607</b>	<b>WESTERN ALLPEST SERVICES</b>	<b>PAYMENT</b>	<b>-1654.00</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	WESTERN ALLPEST SERVICES	STATION SQUARE - VISITORS CENTRE RODENT TREATMENT	154.00
INVOICE	WESTERN ALLPEST SERVICES	DONNYBROOK COUNCIL CHAMBERS - SUPPLY & INSTALL SENTRICON ALWAYS ACTIVE BAIT STATIONS	1500.00
<b>EFT26608</b>	<b>WINC AUSTRALIA PTY LTD - ACCOUNTS</b>	<b>PAYMENT</b>	<b>-210.60</b>
INVOICE	WINC AUSTRALIA PTY LTD - ACCOUNTS	ADMIN OFFICE & ESL - OFFICE SUPPLIES	115.87
INVOICE	WINC AUSTRALIA PTY LTD - ACCOUNTS	ADMIN STATIONARY - OFFICE STATIONERY	45.43
INVOICE	WINC AUSTRALIA PTY LTD - ACCOUNTS	ADMIN STATIONARY - GENERAL STATIONERY	49.30
<b>EFT26609</b>	<b>ALLENS TRAFFIC MANAGEMENT</b>	<b>PAYMENT</b>	<b>-24001.45</b>
INVOICE	ALLENS TRAFFIC MANAGEMENT	TRAFFIC MANAGEMENT AT MILO ROAD WORK SITE FOR APPROX 10 DAYS	9483.65
INVOICE	ALLENS TRAFFIC MANAGEMENT	TRAFFIC MANAGEMENT FOR ROAD WORKS AT LITTLE ROAD X 12 DAYS APPROX	14517.80
<b>EFT26610</b>	<b>AUSTSWIM LTD</b>	<b>PAYMENT</b>	<b>-252.95</b>
INVOICE	AUSTSWIM LTD	DBK REC CTR - LONG SLEEVE RASH VESTS FOR SWIMMING LESSONS	252.95
<b>EFT26611</b>	<b>MAIA FINANCIAL</b>	<b>PAYMENT</b>	<b>-5587.99</b>
INVOICE	MAIA FINANCIAL	LEASE EXPENSES - DBK REC CTR - MATRIX FITNESS EQUIPMENT FOR PERIOD 01/07/2023 TO 30/09/2023	5587.99
<b>EFT26612</b>	<b>ASK WASTE MANAGEMENT</b>	<b>PAYMENT</b>	<b>-12595.00</b>
INVOICE	ASK WASTE MANAGEMENT	WASTE - ANNUAL SUBSCRIPTION FROM 1 JUNE 2023 TO 30 MAY 2024 FOR COOEE DATA SYSTEM	12595.00
<b>EFT26613</b>	<b>AQUAMONIX</b>	<b>PAYMENT</b>	<b>-6266.70</b>
INVOICE	AQUAMONIX	P&G - CLOUD BASED CENTRAL AS SAAS AND SCADA LICENCE FOR RETICULATION	6266.70
<b>EFT26614</b>	<b>ARC INFRASTRUCTURE PTY LTD</b>	<b>PAYMENT</b>	<b>-1519.36</b>
INVOICE	ARC INFRASTRUCTURE PTY LTD	APPLE FUN PARK - ANNUAL LICENCE TO USE AND OCCUPY RAIL CORRIDOR	1519.36
<b>EFT26615</b>	<b>AUSPIRE - THE AUSTRALIA DAY COUNCIL (WA)</b>	<b>PAYMENT</b>	<b>-720.00</b>
INVOICE	AUSPIRE - THE AUSTRALIA DAY COUNCIL (WA)	GOLD MEMBERSHIP SUBSCRIPTION 2023/24	720.00
<b>EFT26616</b>	<b>AIR &amp; POWER PTY LTD</b>	<b>PAYMENT</b>	<b>-776.51</b>
INVOICE	AIR & POWER PTY LTD	DEPOT - SERVICE, INSPECT AND REPAIR WORKSHOP AIR COMPRESSOR	776.51
<b>EFT26617</b>	<b>AUSSIE BROADBAND LIMITED</b>	<b>PAYMENT</b>	<b>-121.90</b>
INVOICE	AUSSIE BROADBAND LIMITED	W&S ADMIN - MONTHLY INTERNET SERVICE - 07/07/2023 TO 06/08/2023	121.90
<b>EFT26618</b>	<b>ARTISTRALIA</b>	<b>PAYMENT</b>	<b>-198.00</b>
INVOICE	ARTISTRALIA	DBK REC CTR - COPYRIGHT LICENCE FOR SCREENING DC LEAUGE OF SUPERPETS ON 7 JULY 2023	198.00
<b>EFT26619</b>	<b>ASHLEIGH PATRICIA ALLEN</b>	<b>PAYMENT</b>	<b>-49.90</b>
INVOICE	ASHLEIGH PATRICIA ALLEN	REIMBURSE POLICE CLEARANCE EXPENSES	49.90
<b>EFT26620</b>	<b>AUSWEST HOLDINGS (WA) PTY LTD</b>	<b>PAYMENT</b>	<b>-379.00</b>
INVOICE	AUSWEST HOLDINGS (WA) PTY LTD	REIMBURSEMENT FOR TYRE DAMAGE	379.00
<b>EFT26621</b>	<b>BUNBURY RETRAVISION</b>	<b>PAYMENT</b>	<b>-1498.00</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	BUNBURY RETRAVISION	KIRUP BFB - WASHER/DRYER COMBO	1498.00
<b>EFT26622</b>	<b>BUNNINGS GROUP LIMITED</b>	<b>PAYMENT</b>	<b>-968.88</b>
INVOICE	BUNNINGS GROUP LIMITED	DEPOT - MISC CONSUMABLES	55.00
INVOICE	BUNNINGS GROUP LIMITED	KIRUP BFB - RACKING - TRIP HAZARDS IDENTIFIED TO BE RECTIFIED BY APPROPRIATE STORAGE	913.88
<b>EFT26623</b>	<b>BOC LIMITED</b>	<b>PAYMENT</b>	<b>-643.46</b>
INVOICE	BOC LIMITED	DBK DEPOT - ANNUAL CONTAINER SERVICE CHARGES 01/07/2023 TO 30/06/2024, 1 X INDUSTRIAL OXYGEN G SIZE, 1 X INDUSTRIAL ARGON G2 SIZE, 1 X DISSOLVED ACETYLENE G SIZE, 1 X ARGOSHIELD UNIVERSAL G SIZE	643.46
<b>EFT26624</b>	<b>BDA TREE LOPPING</b>	<b>PAYMENT</b>	<b>-17864.00</b>
INVOICE	BDA TREE LOPPING	TREE PRUNING FOR THE MONTH OF JUNE 2023	17864.00
<b>EFT26625</b>	<b>BUNBURY &amp; BUSSELTON AIR</b>	<b>PAYMENT</b>	<b>-2847.62</b>
INVOICE	BUNBURY & BUSSELTON AIR	DBK REC CTR - QUATERLY SERVICE OF AIR HANDLING UNITS - JUNE 2023	625.62
INVOICE	BUNBURY & BUSSELTON AIR	ADMIN - FULL DEEP CLEAN TO INDOOR UNITS ON SITE CONSISTING OF HIGH WALL SPLIT SYSTEMS AND CASSETTE UNITS	2222.00
<b>EFT26626</b>	<b>BALINGUP LIQUOR &amp; GENERAL STORE</b>	<b>PAYMENT</b>	<b>-168.91</b>
INVOICE	BALINGUP LIQUOR & GENERAL STORE	BALINGUP BFB - DIESEL PURCHASES - JUNE 2023	65.17
INVOICE	BALINGUP LIQUOR & GENERAL STORE	MULLALYUP BFB - DIESEL PURCHASE - JUNE 2023	103.74
<b>EFT26627</b>	<b>BANKS PEST AND WEED CONTROL</b>	<b>PAYMENT</b>	<b>-264.00</b>
INVOICE	BANKS PEST AND WEED CONTROL	SPRAY BRIDAL CREEPER AND CLEAVERS NEAR RIVERSIDE PICNIC AREA	264.00
<b>EFT26628</b>	<b>BUNBURY TELECOM SERVICE PTY LTD</b>	<b>PAYMENT</b>	<b>-5500.00</b>
INVOICE	BUNBURY TELECOM SERVICE PTY LTD	URGENT WORKS - EXCAVATE & DISPOSE TWO BURRIED ASBESTOS TELSTRA PITS, COLLINS STREET DONNYBROOK	2750.00
INVOICE	BUNBURY TELECOM SERVICE PTY LTD	URGENT WORKS - EXCAVATE & DISPOSE AN ADDITIONAL TWO BURRIED ASBESTOS TELSTRA PITS, COLLINS STREET DONNYBROOK	2750.00
<b>EFT26629</b>	<b>BIG APPLE BAKERY</b>	<b>PAYMENT</b>	<b>-43.80</b>
INVOICE	BIG APPLE BAKERY	MORNING TEA FOR STAFF MEETING HELD 22 JUNE 2023.	43.80
<b>EFT26630</b>	<b>BUNBURY HARVEY REGIONAL COUNCIL</b>	<b>PAYMENT</b>	<b>-3346.28</b>
INVOICE	BUNBURY HARVEY REGIONAL COUNCIL	ORGANICS DISPOSAL - JUNE 2023	3346.28
<b>EFT26631</b>	<b>BENJAMIN GUY ROSE</b>	<b>PAYMENT</b>	<b>-79.99</b>
INVOICE	BENJAMIN GUY ROSE	REIMBURSE CEO TELECOMMUNICATION EXPENSES - JULY 2023	79.99
<b>EFT26632</b>	<b>BETTER TELCO SOLUTIONS PTY LTD - PHONE ACCOUNT</b>	<b>PAYMENT</b>	<b>-931.55</b>
INVOICE	BETTER TELCO SOLUTIONS PTY LTD - PHONE ACCOUNT	ADMIN - MONTHLY PHONE/SIP ACCOUNT - JULY 2023	931.55
<b>EFT26633</b>	<b>KIM PHILLIP BENZIE</b>	<b>PAYMENT</b>	<b>-620.00</b>
INVOICE	KIM PHILLIP BENZIE	RELOCATION ALLOWANCE DURING SHERP REFURBISHMENT - JULY 2023	620.00



SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26634</b>	<b>BALINGUP VETERINARY SERVICES</b>	<b>PAYMENT</b>	<b>-5000.00</b>
INVOICE	BALINGUP VETERINARY SERVICES	AWARD OF SMALL BUSINESS GRANT	5000.00
<b>EFT26635</b>	<b>COATES HIRE OPERATIONS PTY LTD - BUNBURY BRANCH</b>	<b>PAYMENT</b>	<b>-3149.19</b>
INVOICE	COATES HIRE OPERATIONS PTY LTD - BUNBURY BRANCH	ROLLER MULTI TYRE - HIRE PERIOD 19TH JUNE - 19 SEPT 2023	3149.19
<b>EFT26636</b>	<b>CITY &amp; REGIONAL FUELS</b>	<b>PAYMENT</b>	<b>-13664.59</b>
INVOICE	CITY & REGIONAL FUELS	FUEL EXPENSES - JUNE 2023	13664.59
<b>EFT26637</b>	<b>CLIFFORD AUTO REPAIRS</b>	<b>PAYMENT</b>	<b>-370.90</b>
INVOICE	CLIFFORD AUTO REPAIRS	DB5 CEO - STANDARD VEHICLE SERVICE	370.90
<b>EFT26638</b>	<b>CLARK RUBBER - BUNBURY</b>	<b>PAYMENT</b>	<b>-236.70</b>
INVOICE	CLARK RUBBER - BUNBURY	DBK REC CTR - RIDE ON WATER WAVE RIDER, RIDE ON DRAGON, RIDE ON STINGRAY, RIDE ON DUCK, RIVER RAT SWIM RING	236.70
<b>EFT26639</b>	<b>CLEANAWAY OPERATIONS PTY LTD</b>	<b>PAYMENT</b>	<b>-2246.50</b>
INVOICE	CLEANAWAY OPERATIONS PTY LTD	BLN TRANSFER STN - CLEAR 4.5M & 9M GENERAL WASTE BINS - JUNE 2023	1658.22
INVOICE	CLEANAWAY OPERATIONS PTY LTD	BLN TRANSFER STN - CLEAR 4.5M RECYCLING WASTE BINS - JUNE 2023	588.28
<b>EFT26640</b>	<b>BIDFOOD BUNBURY</b>	<b>PAYMENT</b>	<b>-61.11</b>
INVOICE	BIDFOOD BUNBURY	DBK REC CTR - KIOSK STOCK - STRAWBERRY CLOUDS, RED FROGS, KILLER PYTHONS	61.11
<b>EFT26641</b>	<b>CHARLES CVILIKAS</b>	<b>PAYMENT</b>	<b>-620.00</b>
INVOICE	CHARLES CVILIKAS	RELOCATION ALLOWANCE DURING SHERP REFURBISHMENT - JULY 2023	620.00
<b>EFT26642</b>	<b>COATES CIVIL CONSULTING PTY LTD</b>	<b>PAYMENT</b>	<b>-15312.00</b>
INVOICE	COATES CIVIL CONSULTING PTY LTD	DESIGN SERVICES - RYALL ROAD/TRAMLIN ROAD - ROAD IMPROVEMENTS	5082.00
INVOICE	COATES CIVIL CONSULTING PTY LTD	DESIGN SERVICES - CUNDINUP - KIRUP ROAD - ROAD IMPROVEMENTS, BLACKSPOT DESIGN & ROAD SAFETY AUDIT	10230.00
<b>EFT26643</b>	<b>CLEANAWAY</b>	<b>PAYMENT</b>	<b>-22920.98</b>
INVOICE	CLEANAWAY	REFUSE COLLECTION - JUNE 2023	22920.98
<b>EFT26644</b>	<b>CORSIGN WA</b>	<b>PAYMENT</b>	<b>-191.95</b>
INVOICE	CORSIGN WA	ROAD SIGNAGE - 4 X BLACK ON YELLOW CLASS 2 COREFLUTE SIGNS, (2 X LEFT TRUCK ENTERING, 2 X RIGHT TRUCK ENTERING) TO SUIT MMS FRAMES	114.40
INVOICE	CORSIGN WA	ROAD SIGNAGE - 2MM ALUMINIUM SLIPPERY WHEN FROSTY SIGNS X 3	77.55
<b>EFT26645</b>	<b>COMPUTER WEST</b>	<b>PAYMENT</b>	<b>-2236.97</b>
INVOICE	COMPUTER WEST	MICROSOFT AZURE CLOUD SUBSCRIPTION FOR MAR, APR, MAY & JUN 2023, FINAL INVOICE	2236.97
<b>EFT26646</b>	<b>CAPE TRAINING &amp; ASSESSING</b>	<b>PAYMENT</b>	<b>-3400.00</b>
INVOICE	CAPE TRAINING & ASSESSING	MITIGATION OFFICERS - SKID STEER AND EXCAVATOR CERTIFICATION	3400.00
<b>EFT26647</b>	<b>CORE ELEMENTS COACHING</b>	<b>PAYMENT</b>	<b>-822.50</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	CORE ELEMENTS COACHING	DBK REC CTR - GROUP TRAINING AND PT SERVICES 19.06.2023	297.50
INVOICE	CORE ELEMENTS COACHING	DBK REC CTR - GROUP TRAINING AND PT SERVICES 03.07.2023 AND 10.07.2023	525.00
<b>EFT26648</b>	<b>GG &amp; TL COCKMAN</b>	<b>PAYMENT</b>	<b>-1632.00</b>
INVOICE	GG & TL COCKMAN	FLEET ST - REIMBURSE EXPENSES TO INSTALL FENCE & GATE TO REDUCE RISK OF FLOODING DURING RAIN EVENTS	1632.00
<b>EFT26649</b>	<b>DONNYBROOK HARDWARE &amp; GARDEN</b>	<b>PAYMENT</b>	<b>-1536.38</b>
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - THRIVE SOLUBLE	16.10
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - VANDAL PROOF TAP, DUSTPAN & BRUSH	30.70
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - BATTERIES	31.50
INVOICE	DONNYBROOK HARDWARE & GARDEN	CLIFFORD RD - AXE	39.95
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - SANDPAPER	14.10
INVOICE	DONNYBROOK HARDWARE & GARDEN	HUNTER ST - STORM WATER PIPE, ELBOWS	34.95
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - LED LIGHT TUBE, P&G - MOP BUCKET	90.20
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - VANDAL PROOF TAP	26.00
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - RAKE, MARKERS	108.98
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - POTTING MIX	19.90
INVOICE	DONNYBROOK HARDWARE & GARDEN	ADMIN - FISH FOOD	14.85
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - GREY MORTAR X 20	188.00
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - CONCRETE X 10	86.50
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - BROOM, BANNISTER BRUSH, BUCKET	41.50
INVOICE	DONNYBROOK HARDWARE & GARDEN	SHORT STREET - KWIKSET	9.25
INVOICE	DONNYBROOK HARDWARE & GARDEN	P&G - LIGHT GLOBES	17.60
INVOICE	DONNYBROOK HARDWARE & GARDEN	AIBFB - STEPLADDER, CLEANING SUPPLIES AND STATION MAINTENANCE EQUIPMENT AS REQUIRED	766.30
<b>EFT26650</b>	<b>DONNYBROOK FRUIT BARN</b>	<b>PAYMENT</b>	<b>-90.81</b>
INVOICE	DONNYBROOK FRUIT BARN	LOWDEN BFB - FUEL EXPENSES - JUNE 2023	36.23
INVOICE	DONNYBROOK FRUIT BARN	NOGGERUP BFB - FUEL EXPENSES - JUNE 2023	54.58
<b>EFT26651</b>	<b>DONNYBROOK DISTRICT HIGH SCHOOL</b>	<b>PAYMENT</b>	<b>-691.86</b>
INVOICE	DONNYBROOK DISTRICT HIGH SCHOOL	DBK LIBRARY - SHARED OPERATING EXPENSES	492.12
INVOICE	DONNYBROOK DISTRICT HIGH SCHOOL	DBK LIBRARY - SHARED OPERATING EXPENSES	199.74
<b>EFT26652</b>	<b>DONNYBROOK FARM SERVICE</b>	<b>PAYMENT</b>	<b>-2503.51</b>
INVOICE	DONNYBROOK FARM SERVICE	DBK REC CTR - SODIUM HYPOCHLORITE 205LTR DRUM	360.80
INVOICE	DONNYBROOK FARM SERVICE	DBK REC CTR - SODIUM HYPOCHLORITE 205LTR DRUM - FREIGHT	44.00
INVOICE	DONNYBROOK FARM SERVICE	P&G - HERBICIDE	49.50

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	DONNYBROOK FARM SERVICE	HUNTER ST - 1X 6MTR LENGTH OF 300 MM STORMPRO, 6 LENGTHS OF 90MM STORMWATER PIPE AND VARIOUS FITTINGS	352.00
INVOICE	DONNYBROOK FARM SERVICE	HUNTER ST - EXTRA 1X 6MTR LENGTH OF 300 MM STORMPRO, 6 LENGTHS OF 90MM STORMWATER PIPE AND VARIOUS FITTINGS	352.00
INVOICE	DONNYBROOK FARM SERVICE	P&G - STORNWATER PARTS	17.51
INVOICE	DONNYBROOK FARM SERVICE	P&G - STORMWATER PIPE	63.80
INVOICE	DONNYBROOK FARM SERVICE	P&G - CEMENT X 10	93.50
INVOICE	DONNYBROOK FARM SERVICE	P&G - CEMENT X 10, STORMWATER ELBOW	115.50
INVOICE	DONNYBROOK FARM SERVICE	P&G - RETIC VALVE BOX	30.80
INVOICE	DONNYBROOK FARM SERVICE	DBK REC CTR - SULPHURIC ACID DRUM 200LTR, SODIUM HYPOCHLORITE 205LT, PH BUFFER (SODIUM BICARBONATE)	875.60
INVOICE	DONNYBROOK FARM SERVICE	BUSHFIRE MITIGATION - X1 PAIR STEEL CAPPED BOOTS	148.50
<b>EFT26653</b>	<b>DONNYBROOK FRESH SUPA IGA</b>	<b>PAYMENT</b>	<b>-2382.31</b>
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	60.76
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	200.45
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	55.34
INVOICE	DONNYBROOK FRESH SUPA IGA	ADMIN STAFF ROOM - MILK 3LT X 5	30.45
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	54.30
INVOICE	DONNYBROOK FRESH SUPA IGA	FIREFIGHTING SKILLS - COURSE REFRESHMENTS & CONSUMABLES	86.49
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	69.81
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 05/06/2023 TO 11/06/2023	150.57
INVOICE	DONNYBROOK FRESH SUPA IGA	ADMIN STAFF ROOM - COFFEE & DISH WASHING LIQUID	81.80
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 12/06/23 TO 18/06/23	42.64
INVOICE	DONNYBROOK FRESH SUPA IGA	HI LOW & FULL CREAM MILK - ADMIN BREAK ROOM	30.45
INVOICE	DONNYBROOK FRESH SUPA IGA	CLEANING PRODUCTS FOR PRESTON COMMUNITY CENTRE	42.28
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 12/06/23 TO 18/06/23	41.51
INVOICE	DONNYBROOK FRESH SUPA IGA	TOOLBOX MEETING REFRESHMENTS	6.00
INVOICE	DONNYBROOK FRESH SUPA IGA	TOOLBOX MEETING REFRESHMENTS	58.60
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 12/06/23 TO 18/06/23	45.15
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 12/06/23 TO 18/06/23	48.34
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 12/06/23 TO 18/06/23	129.59
INVOICE	DONNYBROOK FRESH SUPA IGA	ADMIN OFFICE - TEA/ COFFEE/ SOFT DRINKS	144.61
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 19/06/2023 TO 25/06/2023	54.80
INVOICE	DONNYBROOK FRESH SUPA IGA	HI LOW & FULL CREAM MILK - ADMIN BREAK ROOM	24.36
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 19/06/2023 TO 25/06/2023	60.46

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 19/06/2023 TO 25/06/2023	64.57
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 19/06/2023 TO 25/06/2023	61.76
INVOICE	DONNYBROOK FRESH SUPA IGA	MORNING TEA FOR STAFF MEETING HELD 22 JUNE 2023	20.07
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 19/06/2023 TO 25/06/2023	168.40
INVOICE	DONNYBROOK FRESH SUPA IGA	ADMIN - MILK	24.36
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 26/06/2023 TO 02/07/2023	66.35
INVOICE	DONNYBROOK FRESH SUPA IGA	W&S GROCERIES	26.56
INVOICE	DONNYBROOK FRESH SUPA IGA	WORKS DEPOT GROCERIES	70.90
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 26/06/2023 TO 02/07/2023	61.91
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 26/06/2023 TO 02/07/2023	60.76
INVOICE	DONNYBROOK FRESH SUPA IGA	TEABAGS - ADMIN BREAK ROOM	8.30
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 26/06/2023 TO 02/07/2023	58.88
INVOICE	DONNYBROOK FRESH SUPA IGA	SHERP - MINNINUP COTTAGES DAILY MEALS 26/06/2023 TO 02/07/2023	170.73
<b>EFT26654</b>	<b>DELL FINANCIAL SERVICES PTY LTD</b>	<b>PAYMENT</b>	<b>-821.46</b>
INVOICE	DELL FINANCIAL SERVICES PTY LTD	LEASE EXPENSES - 26 X DELL LAPTOP COMPUTERS 01/07/2023 TO 31/07/2023	821.46
<b>EFT26655</b>	<b>DE LAGE LANDEN PTY LTD</b>	<b>PAYMENT</b>	<b>-670.12</b>
INVOICE	DE LAGE LANDEN PTY LTD	LEASE EXPENSES - CISCO CATALYST L3 STACKING SWITCHES INCLUDING ACCESSORIES, SUPPORT & LICENSES X 3 - 22/06/2023 TO 21/07/2023	670.12
<b>EFT26656</b>	<b>DONNYBOOKS</b>	<b>PAYMENT</b>	<b>-4170.00</b>
INVOICE	DONNYBOOKS	AWARD OF SMALL BUSINESS GRANT	4170.00
<b>EFT26657</b>	<b>DBCEC (WA) PTY LTD</b>	<b>PAYMENT</b>	<b>-275.00</b>
INVOICE	DBCEC (WA) PTY LTD	DIGGER HIRE - JAYES ROAD	275.00
<b>EFT26658</b>	<b>DEPARTMENT OF LOCAL GOVERNMENT, SPORT AND CULTURAL INDUSTRIES</b>	<b>PAYMENT</b>	<b>-32618.52</b>
INVOICE	DEPARTMENT OF LOCAL GOVERNMENT, SPORT AND CULTURAL INDUSTRIES	COMMISSIONER ALLOWANCE - 28/04/2023 TO 22/06/2023	32618.52
<b>EFT26659</b>	<b>KIM MARIO DOLZADELLI</b>	<b>PAYMENT</b>	<b>-240.00</b>
INVOICE	KIM MARIO DOLZADELLI	REIMBURSE TELEPHONE EXPENSES - 09/01/2023 TO 08/07/2023	240.00
<b>EFT26660</b>	<b>DOWSING GROUP PTY LTD</b>	<b>PAYMENT</b>	<b>-107619.48</b>
INVOICE	DOWSING GROUP PTY LTD	COLLINS STREET DONNYBROOK - ROAD & PATH UPGRADE	107619.48
<b>EFT26661</b>	<b>DONNYBROOK AUTO SERVICE PTY LTD</b>	<b>PAYMENT</b>	<b>-973.58</b>
INVOICE	DONNYBROOK AUTO SERVICE PTY LTD	DBK SES - VEHICLE SERVICE	803.58
INVOICE	DONNYBROOK AUTO SERVICE PTY LTD	DB SES - SERVICE X2 TRAILERS	170.00
<b>EFT26662</b>	<b>JOHN EDWARD DENT</b>	<b>PAYMENT</b>	<b>-620.00</b>
INVOICE	JOHN EDWARD DENT	RELOCATION ALLOWANCE DURING SHERP REFURBISHMENT - JULY 2023	620.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26663</b>	<b>FAIRTEL PTY LTD</b>	<b>PAYMENT</b>	<b>-154.00</b>
INVOICE	FAIRTEL PTY LTD	DONNYBROOK SES - PHONE AND NBN SERVICE	154.00
<b>EFT26664</b>	<b>DK &amp; SL FORREST</b>	<b>PAYMENT</b>	<b>-1799.62</b>
INVOICE	DK & SL FORREST	REFUND OVERPAYMENT OF 2022/23 RATES	1799.62
<b>EFT26665</b>	<b>VEOLIA</b>	<b>PAYMENT</b>	<b>-1486.28</b>
INVOICE	VEOLIA	PROCESSING OF RECYCLABLES - JUNE 2023	1486.28
<b>EFT26666</b>	<b>ACUMENTIS</b>	<b>PAYMENT</b>	<b>-1320.00</b>
INVOICE	ACUMENTIS	PRESTON RETIREMENT VILLAGE - UNIT 3 - UNDERTAKE VALUATION	660.00
INVOICE	ACUMENTIS	PRESTON RETIREMENT VILLAGE - UNIT 5 - UNDERTAKE VALUATION	660.00
<b>EFT26667</b>	<b>HASTIE WASTE PTY LTD</b>	<b>PAYMENT</b>	<b>-38447.28</b>
INVOICE	HASTIE WASTE PTY LTD	CLIFFORD ST - SERVICING OF FRONTLIFT WASTE BIN FOR MONTH OF JUNE 2023	90.00
INVOICE	HASTIE WASTE PTY LTD	SOUTH WEST HWY - SERVICING OF FRONTLIFT WASTE BIN FOR MONTH OF JUNE 2023	90.00
INVOICE	HASTIE WASTE PTY LTD	BALINGUP TRANSFER STATION - MANAGEMENT - JUNE 2023	12625.06
INVOICE	HASTIE WASTE PTY LTD	DBK WASTE MANAGEMENT FACILITY - MANAGEMENT - JUNE 2023	23876.22
INVOICE	HASTIE WASTE PTY LTD	DWMF - WEEKLY CARDBOARD RECYCLING SERVICE - JUNE 2023	860.00
INVOICE	HASTIE WASTE PTY LTD	DBK & BLN WMF - PROCESSING OF MATTRESSES FOR RECYCLING - JUNE 2023	594.00
INVOICE	HASTIE WASTE PTY LTD	DBK WASTE MANAGEMENT FACILITY - EMPTY FRONTLIFT RECYCLING BINS - JUNE 2023	312.00
<b>EFT26668</b>	<b>HART SPORT</b>	<b>PAYMENT</b>	<b>-242.90</b>
INVOICE	HART SPORT	DBK REC CTR - BLUE DOT SQUASH BALL, RED DOT SQUASH BALL, VOLLEYBALLS, PICKLEBALL PADDLE, PICKLEBALL, INFLATING NEEDLES, FREIGHT	242.90
<b>EFT26669</b>	<b>HIGHLUX PTY LTD</b>	<b>PAYMENT</b>	<b>-6324.03</b>
INVOICE	HIGHLUX PTY LTD	STREET SOLA BOLLARDS	6324.03
<b>EFT26670</b>	<b>SANDRA ELLEN HEYWORTH</b>	<b>PAYMENT</b>	<b>-620.00</b>
INVOICE	SANDRA ELLEN HEYWORTH	RELOCATION ALLOWANCE DURING SHERP REFURBISHMENT - JULY 2023	620.00
<b>EFT26671</b>	<b>3D HR LEGAL PTY LTD</b>	<b>PAYMENT</b>	<b>-264.00</b>
INVOICE	3D HR LEGAL PTY LTD	PROFESSIONAL SERVICES - EXTERNAL HR ADVICE	264.00
<b>EFT26672</b>	<b>THE HYGGE FARM</b>	<b>PAYMENT</b>	<b>-3445.40</b>
INVOICE	THE HYGGE FARM	AWARD OF SMALL BUSINESS GRANT	3445.40
<b>EFT26673</b>	<b>CB &amp; SJ HUNT</b>	<b>PAYMENT</b>	<b>-4087.32</b>
INVOICE	CB & SJ HUNT	AWARD OF SMALL BUSINESS GRANT	4087.32
<b>EFT26675</b>	<b>ITR PACIFIC PTY LTD</b>	<b>PAYMENT</b>	<b>-1073.33</b>
INVOICE	ITR PACIFIC PTY LTD	DB1250 & DB2201 LOADER - BUCKET TEETH	231.72
INVOICE	ITR PACIFIC PTY LTD	DB4517 GRADER - BLADE WEAR STRIPE	571.34
INVOICE	ITR PACIFIC PTY LTD	DB4517 GRADER - NON-METALLIC WEAR STRIPE	270.27

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26676</b>	<b>JOMAR (WA) PTY LTD</b>	<b>PAYMENT</b>	<b>-3564.00</b>
INVOICE	JOMAR (WA) PTY LTD	TEMPORARY PROPPING IRISHTOWN ROAD BRIDGE 3616 - PERIOD MAY & JUNE 2023	3564.00
<b>EFT26677</b>	<b>JACKSON MCDONALD</b>	<b>PAYMENT</b>	<b>-1762.20</b>
INVOICE	JACKSON MCDONALD	PROFESSIONAL SERVICES - FACILITATE TRANSFER OF FUNDS FROM THE PREVIOUS JACK DENNING TRUST - TUIA LODGE TO A CHARITABLE TRUST COMPRISING OF PREVIOUS SIGNATORIES TO THE JACK DENNING TRUST	1762.20
<b>EFT26678</b>	<b>WESFARMERS KLEENHEAT GAS P/L - ACC'S</b>	<b>PAYMENT</b>	<b>-162.80</b>
INVOICE	WESFARMERS KLEENHEAT GAS P/L - ACC'S	BLN HALL, DBK HALL - MONTHLY GAS FACILITY FEE, BEELERUP BFB - ANNUAL GAS FACILITY FEE 2023/24	162.80
<b>EFT26679</b>	<b>KIRUP PRIMARY SCHOOL PARENTS &amp; CITIZENS ASSOCIATION</b>	<b>PAYMENT</b>	<b>-500.00</b>
INVOICE	KIRUP PRIMARY SCHOOL PARENTS & CITIZENS ASSOCIATION	2022/2023 CGFS - MINOR EVENT SPONSORSHIP, KIRUP GIANT PUMPKIN WEIGH-IN DAY EVENT	500.00
<b>EFT26680</b>	<b>KMART SOUTH BUNBURY - 1187</b>	<b>PAYMENT</b>	<b>-48.00</b>
INVOICE	KMART SOUTH BUNBURY - 1187	DBK REC CTR - POPCORN CUPS FOR MOVIE EVENT, TABLE TENNIS BALLS	48.00
<b>EFT26681</b>	<b>LIVING SPRINGS</b>	<b>PAYMENT</b>	<b>-25.00</b>
INVOICE	LIVING SPRINGS	ADMIN OFFICE/CHAMBER - 15 LTR BOTTLED SPRINGWATER	25.00
<b>EFT26682</b>	<b>LANDMARK ENGINEERING &amp; DESIGN</b>	<b>PAYMENT</b>	<b>-7464.60</b>
INVOICE	LANDMARK ENGINEERING & DESIGN	P&G - COURTYARD SEATS FOR VIN FARELY PARK AND DBK CEMETERY	7464.60
<b>EFT26683</b>	<b>LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA</b>	<b>PAYMENT</b>	<b>-3300.00</b>
INVOICE	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA	2023-24 GOLD LOCAL GOVERNMENT SUBSCRIPTION	3300.00
<b>EFT26684</b>	<b>LEISURE INSTITUTE OF WA AQUATIC (INC.)</b>	<b>PAYMENT</b>	<b>-792.00</b>
INVOICE	LEISURE INSTITUTE OF WA AQUATIC (INC.)	DBK REC CTR - ANNUAL LIWA CONFERENCE PLUS 1 YR MEMBERSHIP	792.00
<b>EFT26685</b>	<b>DAKOTA LEITE</b>	<b>PAYMENT</b>	<b>-68.00</b>
INVOICE	DAKOTA LEITE	DBK REC CTR - REFUND GYM MEMBERSHIP	68.00
<b>EFT26686</b>	<b>MALATESTA ROAD PAVING &amp; HOTMIX</b>	<b>PAYMENT</b>	<b>-640.00</b>
INVOICE	MALATESTA ROAD PAVING & HOTMIX	ARGYLE RD - EMULSION X 400L	640.00
<b>EFT26687</b>	<b>MULLALYUP FOREST FARM NURSERY</b>	<b>PAYMENT</b>	<b>-10505.00</b>
INVOICE	MULLALYUP FOREST FARM NURSERY	RETICULATION INSTALLATION IN BALINGUP	10505.00
<b>EFT26688</b>	<b>MCLEODS BARRISTERS &amp; SOLICITORS</b>	<b>PAYMENT</b>	<b>-347.05</b>
INVOICE	MCLEODS BARRISTERS & SOLICITORS	LEGAL ADVICE - UNAUTHORISED DEVELOPMENT	347.05
<b>EFT26689</b>	<b>MJB INDUSTRIES PTY LTD</b>	<b>PAYMENT</b>	<b>-1465.37</b>
INVOICE	MJB INDUSTRIES PTY LTD	BRIDGE ST - CONCRETE DRAINAGE PRODUCTS	1465.37
<b>EFT26690</b>	<b>MARKETFORCE PRODUCTIONS</b>	<b>PAYMENT</b>	<b>-328.46</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	MARKETFORCE PRODUCTIONS	JOB ADVERTISEMENTS - PT RANGER AND PRINCIPAL PROJECT MANAGER	328.46
<b>EFT26691</b>	<b>MPM CONCRETING</b>	<b>PAYMENT</b>	<b>-1485.00</b>
INVOICE	MPM CONCRETING	DBK REC CTR - INSTALL CONCRETE PRAM RAMP	1485.00
<b>EFT26692</b>	<b>NEVERFAIL SPRINGWATER LIMITED</b>	<b>PAYMENT</b>	<b>-328.85</b>
INVOICE	NEVERFAIL SPRINGWATER LIMITED	DBK REC CTR - 15 LTR BOTTLED SPRINGWATER SUPPLY	328.85
<b>EFT26694</b>	<b>OFFICEWORKS</b>	<b>PAYMENT</b>	<b>-1853.36</b>
INVOICE	OFFICEWORKS	BUSH FIRE MITIGATION - STATIONERY SUPPLIES FOR BFB'S	588.23
INVOICE	OFFICEWORKS	KIRUP FIRE STATION - FIRE BLANKET FOR KITCHEN	37.93
INVOICE	OFFICEWORKS	DBK REC CTR - PENRITE PREMIUM FABRIC BOARD	385.95
INVOICE	OFFICEWORKS	BUSH FIRE MITIGATION - STATIONERY SUPPLIES FOR BFB'S	73.66
INVOICE	OFFICEWORKS	PRINTER TONER FOR DEPOT, OFFICE ADMIN SUPPLIES	767.59
<b>EFT26695</b>	<b>ONE MUSIC AUSTRALIA</b>	<b>PAYMENT</b>	<b>-931.57</b>
INVOICE	ONE MUSIC AUSTRALIA	LOCAL GOVERNMENT ANNUAL MUSIC LICENCE FEES 01/07/2023 TO 30/06/2024	931.57
<b>EFT26696</b>	<b>ODAN DESIGN &amp; BUILD PTY LTD</b>	<b>PAYMENT</b>	<b>-129130.99</b>
INVOICE	ODAN DESIGN & BUILD PTY LTD	MINNINUP COTTAGES - REFURBISHMENT WORKS	118296.34
INVOICE	ODAN DESIGN & BUILD PTY LTD	SHERP - MINNINUP COTTAGES (ADDITIONAL FOOTING AND RETAINING WALLS), PROVIDE ADDITIONAL FOOTINGS TO SIDED BRICK CAVITY	2682.00
INVOICE	ODAN DESIGN & BUILD PTY LTD	SHERP - MINNINUP COTTAGES (STORMWATER PIPES) REPLACE TREE ROOT DAMAGED PIPES TO THE FRONT OF UNITS 1-4	3474.90
INVOICE	ODAN DESIGN & BUILD PTY LTD	SHERP - MINNINUP COTTAGES (EXTRA FILL REQUIRED) TO DECOMMISSION AND FILL UNUSED LEACH DRAINS AND TANKS	4677.75
<b>EFT26697</b>	<b>BLACKWOODS</b>	<b>PAYMENT</b>	<b>-1869.97</b>
INVOICE	BLACKWOODS	ESL - 3M RESPIRATORS - ADDITIONAL FILTERS, FAIR WEAR & TEAR	128.54
INVOICE	BLACKWOODS	ESL - 3M RESPIRATORS - ADDITIONAL FILTERS, FAIR WEAR & TEAR	1548.71
INVOICE	BLACKWOODS	ESL - 3M RESPIRATORS - ADDITIONAL FILTERS, FAIR WEAR & TEAR	192.72
<b>EFT26698</b>	<b>FULTON HOGAN INDUSTRIES PTY LTD</b>	<b>PAYMENT</b>	<b>-8309.40</b>
INVOICE	FULTON HOGAN INDUSTRIES PTY LTD	BRIDGE ST LANEWAY - SUPPLY, SPRAY & COVER SINGLE COAT PRIMERSEAL, DONNYBROOK CEMETERY - SUPPLY, SPRAY & COVER SINGLE COAT PRIMERSEAL	8309.40
<b>EFT26699</b>	<b>PRESTON VALLEY MAINTENANCE</b>	<b>PAYMENT</b>	<b>-2733.50</b>
INVOICE	PRESTON VALLEY MAINTENANCE	DONNYBROOK HALL EXTERNAL ABLUTION BLOCK - REMOVE 2 X OLD ALUMINIUM WINDOW FRAMES, REPAIR SINK HOLE, TRANSIT PARK - INSTALL DOOR NUMBERS AND DEFIB SIGN, REPLACE LIGHT GLOBE, REPLACE TOILET SEAT, BALINGUP RECREATION CENTRE BUILDING - CLEAN GUTTERS, PATCH / SEAL ROOF PENETRATIONS, INSTALL NEW DOWNPIPE, APPLE FUN PARK - REMOVE GRAFFITI FROM TOILET CLUBICLE DOORS	1056.00
INVOICE	PRESTON VALLEY MAINTENANCE	DBK REC CTR - INSTALL 5.73M OF BLACK POWDERCOATED ALUMINIUM POOL FENCING IN CRECHE AREA	660.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	PRESTON VALLEY MAINTENANCE	KIRUP PUBLIC TOILETS - REPLACE TOILET SEAT IN MENS CUBICLE	137.50
INVOICE	PRESTON VALLEY MAINTENANCE	INSTALL RAIL AROUND THE PUMP TRACK, REMOVE GRAFFITI FROM FOOTPATH AND REPAIR PAVING, INSTALL SIGNS ON PEDESTRIAN BRIDGE	880.00
<b>EFT26700</b>	<b>PRESTON POWER EQUIPMENT</b>	<b>PAYMENT</b>	<b>-10056.80</b>
INVOICE	PRESTON POWER EQUIPMENT	P&G - SUPERCUT NYLON LINE	51.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - SHARPEN HEDGE CUTTER BLADES	110.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - NYLON LINE	32.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - REPAIRS TO VACUUM SHREDDER	48.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - SMALL PLANT REPLACEMENT	9748.80
INVOICE	PRESTON POWER EQUIPMENT	P&G - SMALL PLANT REPLACEMENT - MISSED DISCOUNT CREDIT	-150.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - EDGER BLADES	60.00
INVOICE	PRESTON POWER EQUIPMENT	P&G - 2 STROKE OIL	157.00
<b>EFT26701</b>	<b>PRIME INDUSTRIAL PRODUCTS</b>	<b>PAYMENT</b>	<b>-926.09</b>
INVOICE	PRIME INDUSTRIAL PRODUCTS	PUMP TRACK - STEEL, WELD MESH, FLAT BAR, TUBE PLUS FREIGHT	926.09
<b>EFT26702</b>	<b>PROGRAMMED PROPERTY SERVICES</b>	<b>PAYMENT</b>	<b>-62634.00</b>
INVOICE	PROGRAMMED PROPERTY SERVICES	APPLE FUN PARK - REPAINT 4 X DOORS TO REMOVE GRAFFITI	385.00
INVOICE	PROGRAMMED PROPERTY SERVICES	DBK REC CENTRE - AFTERHOURS ACCESS, SEAL AND PAINT 1 X NEW DOOR AND DOOR FRAME (BOTH SIDES).	418.00
INVOICE	PROGRAMMED PROPERTY SERVICES	ADMIN BUILDING - EXTERNAL TOILET BLOCK, INCLUDES PREPARATION AND PAINTING TO FASCIA, GUTTER AND FLASHING, DOWNPIPES, VENT PIPES, NEW WINDOW FRAMES, FACE BRICK WALLS, PAINTED WALLS, DOORS AND DOOR FRAMES, CONCRETE FLOORING	5775.00
INVOICE	PROGRAMMED PROPERTY SERVICES	VIN FARLEY PARK - PUBLIC TOILETS, PREPARATION AND PAINTING TO PAINTED ITEMS - BEAMS, BATTENS, POSTS, RAFTER ENDS, TIMBER, DOORS AND DOOR FRAMES, ROOF PANELS, FLOORING, UNPAINTED ITEMS - FACE BRICK WALLS, BEAMS, BATTENS, RAFTERS, WINDOW FRAMES	10560.00
INVOICE	PROGRAMMED PROPERTY SERVICES	PRESTON VILLAGE COMMUNITY CENTRE - PAINT AND REPAIR INTERNAL BUILDING	1320.00
INVOICE	PROGRAMMED PROPERTY SERVICES	PRESTON VILLAGE - UNIT 3 - REFURBISHMENT - INTERNAL PRE OCCUPANCY CLEAN, PAINTING - INTERNAL (UNIT AND GARAGE) & FLOORING & WINDOW TREATMENTS	20702.00
INVOICE	PROGRAMMED PROPERTY SERVICES	PRESTON VILLAGE - UNIT 5 REFURBISHMENT - INTERNAL PAINTING, GARAGE PAINTING, FLOORING, KITCHEN BLIND, LIVING ROOM BLINDS, PRE AND POST CLEAN	23474.00
<b>EFT26703</b>	<b>WA DISTRIBUTORS PTY LTD</b>	<b>PAYMENT</b>	<b>-86.45</b>
INVOICE	WA DISTRIBUTORS PTY LTD	DBK REC CTR - CLEANING SUPPLIES & CONSUMABLES	86.45
<b>EFT26704</b>	<b>PORT SHIPPING CONTAINERS PTY LTD</b>	<b>PAYMENT</b>	<b>-198.00</b>
INVOICE	PORT SHIPPING CONTAINERS PTY LTD	SHERP - MINNINUP COTTAGES, 12 MONTHS HIRE OF 2 X 20' SHIPPING CONTAINERS - JULY 2023	198.00
<b>EFT26705</b>	<b>PERFORMANCE TINTING BUNBURY</b>	<b>PAYMENT</b>	<b>-2451.00</b>
INVOICE	PERFORMANCE TINTING BUNBURY	DONNYBROOK HALL - INSTALL 2 X BLINDS, BALINGUP REC CENTRE - INSTALL 3 X BLINDS	175.00



SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	PERFORMANCE TINTING BUNBURY	W&S OFFICE - SUPPLY & INSTALL PREMIUM AVERY HIGH DENSITY FROSTING TO 2 X RAKING HIGHLIGHT WINDOWS	761.00
INVOICE	PERFORMANCE TINTING BUNBURY	BALINGUP RECREATION CENTRE - RE-TINT ALL WEST FACING WINDOWS INCL KITCHEN	1515.00
<b>EFT26706</b>	<b>WREN OIL</b>	<b>PAYMENT</b>	<b>-16.50</b>
INVOICE	WREN OIL	DEPOT - PICK UP WASTE OIL AND WASTE OIL FILTER DRUM	16.50
<b>EFT26707</b>	<b>BELINDA MARIE RICHARDS</b>	<b>PAYMENT</b>	<b>-39.95</b>
INVOICE	BELINDA MARIE RICHARDS	REIMBURSE INTERNET EXPENSES - JULY 2023	39.95
<b>EFT26708</b>	<b>GRACE RECORDS MANAGEMENT</b>	<b>PAYMENT</b>	<b>-31.35</b>
INVOICE	GRACE RECORDS MANAGEMENT	TUIA LODGE RECORDS STORAGE - JUNE 2023	31.35
<b>EFT26709</b>	<b>REPCO - DONNYBROOK</b>	<b>PAYMENT</b>	<b>-366.78</b>
INVOICE	REPCO - DONNYBROOK	LOWDEN BFB - X1 20L UNLEADED JERRY CAN	77.55
INVOICE	REPCO - DONNYBROOK	P&G - WIPER BLADES	22.83
INVOICE	REPCO - DONNYBROOK	DB112 P&G UTE - WIPER BLADES	21.18
INVOICE	REPCO - DONNYBROOK	DB799 TRUCK - WIPER REFILL	6.93
INVOICE	REPCO - DONNYBROOK	DB8329 UTE - TRICO PREMIUM REFILL, DEEP DISH MAT SET	63.81
INVOICE	REPCO - DONNYBROOK	P&G - SILICONE ADHESIVE	20.90
INVOICE	REPCO - DONNYBROOK	DB1149 TRUCK - 12V SOCKET PLUG	5.67
INVOICE	REPCO - DONNYBROOK	P&G - GAS STRUT SUPPORT	147.91
<b>EFT26710</b>	<b>SPRINT EXPRESS</b>	<b>PAYMENT</b>	<b>-19.80</b>
INVOICE	SPRINT EXPRESS	DB2462 GRADER - PARTS - FREIGHT EXPENSES	19.80
<b>EFT26711</b>	<b>STEWART &amp; HEATON CLOTHING CO. P/L</b>	<b>PAYMENT</b>	<b>-305.59</b>
INVOICE	STEWART & HEATON CLOTHING CO. P/L	BFB'S - PROTECTIVE CLOTHING	305.59
<b>EFT26712</b>	<b>SOUTHERN LOCK &amp; SECURITY</b>	<b>PAYMENT</b>	<b>-595.50</b>
INVOICE	SOUTHERN LOCK & SECURITY	WEEKLY ALARM MONITORING SERVICE - 01/07/2023 TO 30/09/2023	448.50
INVOICE	SOUTHERN LOCK & SECURITY	DBK SES - ALARM MONITORING SERVICE 01/07/2023 TO 30/09/2023	147.00
<b>EFT26713</b>	<b>SOS OFFICE EQUIPMENT</b>	<b>PAYMENT</b>	<b>-699.78</b>
INVOICE	SOS OFFICE EQUIPMENT	PHOTOCOPIER METER READINGS - JUNE 2023	699.78
<b>EFT26714</b>	<b>SURVCON PTY LTD</b>	<b>PAYMENT</b>	<b>-878.63</b>
INVOICE	SURVCON PTY LTD	GRAVEL PIT STOCK SURVEY FOR 30 JUNE 2023	878.63
<b>EFT26715</b>	<b>STATEWIDE BEARINGS</b>	<b>PAYMENT</b>	<b>-229.02</b>
INVOICE	STATEWIDE BEARINGS	DB2134 TRUCK - FRONT WHEEL BEARINGS	176.00
INVOICE	STATEWIDE BEARINGS	DB1250 LOADER - B12-40DD BEARINGS AND FREIGHT	53.02
<b>EFT26716</b>	<b>SOURCE SEPARATION SYSTEMS PTY LTD</b>	<b>PAYMENT</b>	<b>-2487.67</b>
INVOICE	SOURCE SEPARATION SYSTEMS PTY LTD	RANGERS - COMPOST-APAK DOG SINGLET BAGS	2487.67

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26717</b>	<b>SOUTH WEST CLEANING</b>	<b>PAYMENT</b>	<b>-14355.92</b>
INVOICE	SOUTH WEST CLEANING	PUBLIC TOILET FACILITIES AND BARBECUE CLEANING - JUNE 2023	8137.00
INVOICE	SOUTH WEST CLEANING	SHIRE BUILDINGS - CONTRACT CLEANING - JUNE 2023	5678.82
INVOICE	SOUTH WEST CLEANING	CLEANING CONSUMABLES	540.10
<b>EFT26718</b>	<b>SOUTH WEST COMMERCIAL FLOOR COVERINGS</b>	<b>PAYMENT</b>	<b>-1218.00</b>
INVOICE	SOUTH WEST COMMERCIAL FLOOR COVERINGS	SHIRE ADMINISTRATION CENTRE, INSTALL CARPET TILES TO VALUE ADDED AREAS, INCLUDES FLOOR PREPARATION AND TRAVEL	1218.00
<b>EFT26719</b>	<b>SOUTH WEST OUTDOOR MOVIE CO</b>	<b>PAYMENT</b>	<b>-149.00</b>
INVOICE	SOUTH WEST OUTDOOR MOVIE CO	DBK REC CTR - CINEMA HIRE PACKAGE	149.00
<b>EFT26720</b>	<b>SHAG BREWING COMPANY WA</b>	<b>PAYMENT</b>	<b>-4401.75</b>
INVOICE	SHAG BREWING COMPANY WA	AWARD OF SMALL BUSINESS GRANT	4401.75
<b>EFT26721</b>	<b>TELSTRA - MELBOURNE ACCOUNTS</b>	<b>PAYMENT</b>	<b>-558.25</b>
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	DEPOT - SMARTFILL	20.00
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - BLN LIBRARY	36.49
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	NBN MODEM - ADMIN	210.00
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - DBK LIBRARY	96.88
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - THOMSON BROOK BFB	69.89
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - DBK REC CTR	124.99
<b>EFT26722</b>	<b>JTAGZ PTY LTD</b>	<b>PAYMENT</b>	<b>-110.00</b>
INVOICE	JTAGZ PTY LTD	DOG LIFETIME TAGS	110.00
<b>EFT26723</b>	<b>TOTALLY WORKWEAR</b>	<b>PAYMENT</b>	<b>-125.90</b>
INVOICE	TOTALLY WORKWEAR	2022/23 STAFF CORPORATE UNIFORM	125.90
<b>EFT26724</b>	<b>TEAM GLOBAL EXPRESS PTY LTD</b>	<b>PAYMENT</b>	<b>-110.65</b>
INVOICE	TEAM GLOBAL EXPRESS PTY LTD	ANALYTICAL EXPENSES - FREIGHT, W&S - ROAD SIGNS - FREIGHT	33.12
INVOICE	TEAM GLOBAL EXPRESS PTY LTD	DB1250 LOADER - BUCKET TEETH - FREIGHT EXPENSES, MUMBALLUP BFB - PROTECTIVE CLOTHING - FREIGHT EXPENSES, DB2201 LOADER - BUCKET TEETH - FREIGHT EXPENSES, W&S - ROAD SIGNAGE - FREIGHT EXPENSES	77.53
<b>EFT26725</b>	<b>TPG NETWORK PTY LTD</b>	<b>PAYMENT</b>	<b>-870.65</b>
INVOICE	TPG NETWORK PTY LTD	ADMIN - MONTHLY FAST FIBRE INTERNET AND LINE SERVICE - 01/06/2023 TO 30/06/2023	870.65
<b>EFT26726</b>	<b>LANDGATE - VALUATION SERVICES</b>	<b>PAYMENT</b>	<b>-335.62</b>
INVOICE	LANDGATE - VALUATION SERVICES	INTERIM VALUATIONS	202.57
INVOICE	LANDGATE - VALUATION SERVICES	INTERIM VALUATIONS	133.05
<b>EFT26727</b>	<b>EARTH 2 OCEAN COMMUNICATIONS</b>	<b>PAYMENT</b>	<b>-2561.50</b>
INVOICE	EARTH 2 OCEAN COMMUNICATIONS	MITIGATION CREW - VHF HANDHELD RADIOS X2	2561.50

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26728</b>	<b>VALVOLINE AUSTRALIA PTY LTD</b>	<b>PAYMENT</b>	<b>-3515.04</b>
INVOICE	VALVOLINE AUSTRALIA PTY LTD	DEPOT - CHAIN AND BAR OIL, DEGREASER, GREASE, ATF OIL X2, 80W-90, UNITRAC SAE, ALL FLEET PLUS	3215.95
INVOICE	VALVOLINE AUSTRALIA PTY LTD	DEPOT - CHAIN AND BAR OIL, DEGREASER, GREASE, ATF OIL X2, 80W-90, UNITRAC SAE, ALL FLEET PLUS	299.09
<b>EFT26729</b>	<b>WATER CORPORATION - ACCOUNTS</b>	<b>PAYMENT</b>	<b>-119.01</b>
INVOICE	WATER CORPORATION - ACCOUNTS	WATER - DONNYBROOK MEDICAL CENTRE - BENTLEY ST, SEWERAGE - DONNYBROOK MEDICAL CENTRE - BENTLEY ST 01/07/2023 TO 31/08/2023	119.01
<b>EFT26730</b>	<b>SYNERGY</b>	<b>PAYMENT</b>	<b>-13317.44</b>
INVOICE	SYNERGY	ELECTRICITY - VC MITCHELL PARK 19/04/2023 TO 20/06/2023	123.61
INVOICE	SYNERGY	ELECTRICITY - BALINGUP OVAL 17/05/2023 TO 14/06/2023	413.40
INVOICE	SYNERGY	ELECTRICITY - VICTORY LANE 04/04/2023 TO 20/06/2023	150.06
INVOICE	SYNERGY	ELECTRICITY - TRIGWELL PLACE / APEX PARK 01/04/2023 TO 20/06/2023	1111.50
INVOICE	SYNERGY	ELECTRICITY - WASTE MANAGEMENT FACILITY - DONNYBROOK 29/03/2023 TO 30/05/2023	170.01
INVOICE	SYNERGY	ELECTRICITY - DONNYBROOK RECREATION CENTRE 16/05/2023 TO 19/06/2023	2542.39
INVOICE	SYNERGY	ELECTRICITY - BALINGUP VILLAGE GREEN 18/04/2023 TO 27/06/2023	271.03
INVOICE	SYNERGY	ELECTRICITY - WORKS DEPOT - BALINGUP 05/05/2023 TO 27/06/2023	211.67
INVOICE	SYNERGY	ELECTRICITY - ESL EXPENDITURE - DONNYBROOK SES 06/04/2023 TO 08/06/2023	252.18
INVOICE	SYNERGY	ELECTRICITY - STREET LIGHTING 25/05/2023 TO 24/06/2023	7716.60
INVOICE	SYNERGY	ELECTRICITY - MEMORIAL PARK BALINGUP 05/05/2023 TO 26/06/2023	143.58
INVOICE	SYNERGY	ELECTRICITY - ESL EXPENDITURE - MUMBALLUP BFB 05/05/2023 TO 04/07/2023	211.41
<b>EFT26731</b>	<b>VEOLIA ENVIRONMENTAL SERVICES</b>	<b>PAYMENT</b>	<b>-5019.06</b>
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	448.60
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	384.52
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	84.44
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	256.34
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	128.17
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	128.17
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	3588.82
<b>EFT26732</b>	<b>WESTRAC EQUIPMENT PTY LTD</b>	<b>PAYMENT</b>	<b>-3218.66</b>
INVOICE	WESTRAC EQUIPMENT PTY LTD	DEPOT - WATER PUMP AND COOLANT	262.86
INVOICE	WESTRAC EQUIPMENT PTY LTD	DB1250 LOADER - WATER PUMP AND COOLANT	632.07
INVOICE	WESTRAC EQUIPMENT PTY LTD	DB1250 LOADER - ALTERNATOR	2323.73
<b>EFT26733</b>	<b>GEOFF WILKIE</b>	<b>PAYMENT</b>	<b>-620.00</b>
INVOICE	GEOFF WILKIE	RELOCATION ALLOWANCE DURING SHERP REFURBISHMENT - JULY 2023	620.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26734</b>	<b>WA LASER ENGRAVING</b>	<b>PAYMENT</b>	<b>-56.00</b>
INVOICE	WA LASER ENGRAVING	ACRYLIC NAME LABELS FOR CHAMBER	56.00
<b>EFT26735</b>	<b>EVENTS WEST WA</b>	<b>PAYMENT</b>	<b>-5748.78</b>
INVOICE	EVENTS WEST WA	2023 COMMUNITY CLUB EXPO - HIRE OF 19 3X3 GAZEBOS, 20 TRESTLE TABLES PLUS INSTALLATION/DISMANTLING	5748.78
<b>EFT26735A</b>	<b>SHIRE OF DONNYBROOK BALINGUP</b>	<b>PAYMENT</b>	<b>-143687.38</b>
INVOICE	SHIRE OF DONNYBROOK BALINGUP	PAYROLL FOR PERIOD ENDING 12/07	143687.38
<b>EFT26736</b>	<b>GEOGRAPHE FORD</b>	<b>PAYMENT</b>	<b>-10821.56</b>
INVOICE	GEOGRAPHE FORD	PURCHASE OF FORD EVEREST AMBIENTE WITH TRADE OF FORTUNER GXL WAGON	10821.56
<b>EFT26737</b>	<b>INDIAN HARLEY CLUB (BUNBURY) INC.</b>	<b>PAYMENT</b>	<b>-150.00</b>
INVOICE	INDIAN HARLEY CLUB (BUNBURY) INC.	REFUND HALL HIRE BOND	150.00
<b>EFT26738</b>	<b>NOURISH ME UP PTY LTD</b>	<b>PAYMENT</b>	<b>-4457.50</b>
INVOICE	NOURISH ME UP PTY LTD	AWARD OF SMALL BUSINESS GRANT	4457.50
<b>EFT26738A</b>	<b>SG FLEET AUSTRALIA PTY LIMITED</b>	<b>PAYMENT</b>	<b>-970.64</b>
INVOICE	SG FLEET AUSTRALIA PTY LIMITED	LEASE FOR CESM VEHICLE FOR PERIOD 09/07/2023 TO 08/08/2023	970.64
<b>EFT26738B</b>	<b>AUSTRALIAN TAX OFFICE</b>	<b>PAYMENT</b>	<b>-40180.00</b>
INVOICE	AUSTRALIAN TAX OFFICE	PAYG FOR PERIOD ENDING 12/07/2023	40180.00
<b>EFT26739</b>	<b>HARMONIC IT</b>	<b>PAYMENT</b>	<b>-17587.79</b>
INVOICE	HARMONIC IT	IT SUPPORT AGREEMENT - 120 BLOCK HOURS RENEWAL	16929.00
INVOICE	HARMONIC IT	VISIO PLAN 2 NCE MONTHLY SUBSCRIPTION X 2 - JULY 2023	53.79
INVOICE	HARMONIC IT	MANAGED FORTIANALYZER AGREEMENT 5 FIREWALLS, ORTIANALYZER SITE LICENCE	605.00
<b>EFT26740</b>	<b>AUSTRALIAN SERVICES UNION WESTERN AUSTRALIAN BRANCH</b>	<b>PAYMENT</b>	<b>-26.50</b>
INVOICE	AUSTRALIAN SERVICES UNION WESTERN AUSTRALIAN BRANCH	PAYROLL DEDUCTION 12/07/2023	26.50
<b>EFT26741</b>	<b>AMITY SIGNS</b>	<b>PAYMENT</b>	<b>-227.70</b>
INVOICE	AMITY SIGNS	BYRON ROAD STREET BLADE, DHU ROAD STREET BLADE, DAWSON PLACE STREET BLADE	227.70
<b>EFT26742</b>	<b>ALL-TECH PLUMBING</b>	<b>PAYMENT</b>	<b>-1980.00</b>
INVOICE	ALL-TECH PLUMBING	DBK REC CTR - ANNUAL SERVICE ON PLUMBED ASSETS	1980.00
<b>EFT26743</b>	<b>WINC AUSTRALIA PTY LTD - ACCOUNTS</b>	<b>PAYMENT</b>	<b>-10.67</b>
INVOICE	WINC AUSTRALIA PTY LTD - ACCOUNTS	ADMIN STATIONARY - GENERAL STATIONERY	10.67
<b>EFT26744</b>	<b>ALTRONIC DISTRIBUTORS PTY LTD</b>	<b>PAYMENT</b>	<b>-85.00</b>
INVOICE	ALTRONIC DISTRIBUTORS PTY LTD	DBK REC CTR - PENTAFOB SINGLE BUTTON REMOTE CONTROL	85.00
<b>EFT26745</b>	<b>HANNAH EDITH ALLPIKE</b>	<b>PAYMENT</b>	<b>-52.00</b>
INVOICE	HANNAH EDITH ALLPIKE	DBK REC CTR - REIMBURSE CPR REFRESHER EXPENSES	52.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26746</b>	<b>BALINGUP PROGRESS ASSOCIATION</b>	<b>PAYMENT</b>	<b>-5000.00</b>
INVOICE	BALINGUP PROGRESS ASSOCIATION	DONATION - BALINGUP RAIL GROUP FOR FEASIBILITY STUDY	5000.00
<b>EFT26747</b>	<b>BUNNINGS GROUP LIMITED</b>	<b>PAYMENT</b>	<b>-1124.10</b>
INVOICE	BUNNINGS GROUP LIMITED	AIBFB - MEETING/TRAINING - TABLES & CHAIRS	1124.10
<b>EFT26748</b>	<b>BUILDING AND CONSTRUCTION INDUSTRY TRAINING BOARD</b>	<b>PAYMENT</b>	<b>-231.75</b>
INVOICE	BUILDING AND CONSTRUCTION INDUSTRY TRAINING BOARD	BCITF LAVY COLLECTIONS - JUNE 2023	231.75
<b>EFT26749</b>	<b>BANKS PEST AND WEED CONTROL</b>	<b>PAYMENT</b>	<b>-434.50</b>
INVOICE	BANKS PEST AND WEED CONTROL	SPRAY TREES FOR TERMITES AROUND WRIGHTS BRIDGE	264.00
INVOICE	BANKS PEST AND WEED CONTROL	BLN DEPOT - PUT RODENT BAITS IN DEPOT FOR RATS	170.50
<b>EFT26750</b>	<b>AGRI SPARK AUTO ELECTRICS</b>	<b>PAYMENT</b>	<b>-120.00</b>
INVOICE	AGRI SPARK AUTO ELECTRICS	DB4550 TRUCK - FIND FAULT IN ELECTRICS	120.00
<b>EFT26751</b>	<b>BLUE FORCE PTY LTD</b>	<b>PAYMENT</b>	<b>-261.03</b>
INVOICE	BLUE FORCE PTY LTD	PRESTON VILLAGE - MONTHLY EMERGENCY HELP MONITORING - JUNE 2023	261.03
<b>EFT26752</b>	<b>BENJAMIN GUY ROSE</b>	<b>PAYMENT</b>	<b>-79.99</b>
INVOICE	BENJAMIN GUY ROSE	REIMBURSE CEO TELECOMMUNICATION EXPENSES - AUGUST 2023	79.99
<b>EFT26753</b>	<b>SCOTT JAMES BARTHOLOMEW</b>	<b>PAYMENT</b>	<b>-264.50</b>
INVOICE	SCOTT JAMES BARTHOLOMEW	SPRAY CLEAVERS ALONG FENCELINE & ROAD RESERVE, THOMSON BROOK RD, THOMSON BROOK	264.50
<b>EFT26754</b>	<b>WD &amp; VA BUCKNALL</b>	<b>PAYMENT</b>	<b>-132.89</b>
INVOICE	WD & VA BUCKNALL	RATES REFUND	132.89
<b>EFT26755</b>	<b>CJD EQUIPMENT PTY LTD</b>	<b>PAYMENT</b>	<b>-80.95</b>
INVOICE	CJD EQUIPMENT PTY LTD	DB754 BACKHOE LOADER - ENGINE OIL, FUEL FILTER	80.95
<b>EFT26756</b>	<b>CLIFFORD AUTO REPAIRS</b>	<b>PAYMENT</b>	<b>-505.50</b>
INVOICE	CLIFFORD AUTO REPAIRS	DB346 MITSUBISHI TRITON UTE - 85K VEHICLE SERVICE	505.50
<b>EFT26757</b>	<b>DUG CROSS ELECTRICS</b>	<b>PAYMENT</b>	<b>-880.00</b>
INVOICE	DUG CROSS ELECTRICS	BLGP VILLAGE GREEN PLAYGROUND - REPLACE BLOWN FLOODLIGHT TO PLAYGROUND COMPOUND, DBK TRANSIT PARK - REPLACE BLOWN AND DIM GLOBES TO EXTERIOR BUILDING LIGHTS, REPAIR/REPLACE PUSH BUTTON LIGHT SWITCH TO CUBICLE C	880.00
<b>EFT26758</b>	<b>BIDFOOD BUNBURY</b>	<b>PAYMENT</b>	<b>-134.37</b>
INVOICE	BIDFOOD BUNBURY	DBK REC CTR - KIOSK STOCK - STRAWBERRY CLOUDS, RED FROGS, POTATO CHIPS ORIGINAL CRINKLE CUT, POTATO CHIPS SALT AND VINEGAR CRINKLE CUT	134.37
<b>EFT26759</b>	<b>CRS ELECTRICAL</b>	<b>PAYMENT</b>	<b>-500.00</b>
INVOICE	CRS ELECTRICAL	SUPPLY AND INSTALL SINGLE 15A GPO NEAR RACK AT REC CENTRE	500.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26760</b>	<b>CROSS SECURITY SERVICES</b>	<b>PAYMENT</b>	<b>-128.70</b>
INVOICE	CROSS SECURITY SERVICES	LOWDEN BFB - QUARTERLY SECURITY MONITORING EXPENSES FOR PERIOD 01/07/2023 TO 30/09/2023	128.70
<b>EFT26761</b>	<b>CORSIGN WA</b>	<b>PAYMENT</b>	<b>-4561.15</b>
INVOICE	CORSIGN WA	ARGYLE BFB - NO PARKING SIGNS	61.60
INVOICE	CORSIGN WA	ESL - X3 CUSTOM SIGNAGE - BUSHFIRE SEASON, X3 CUSTOM SIGNAGE -PROHIBITED PERIOD / RESTRICTED PERIOD PERMITS REQUIRED, X24 BRACKETS	2748.90
INVOICE	CORSIGN WA	CHS SIGN POSTS 37, L BRACKETS X 20, 30MM BOLTS X 60	1750.65
<b>EFT26762</b>	<b>CONNECT CALL CENTRE SERVICES</b>	<b>PAYMENT</b>	<b>-191.29</b>
INVOICE	CONNECT CALL CENTRE SERVICES	AFTER HOURS CALL SERVICE - WORKS & SERVICES, PARKS & GARDENS, RANGERS - JUNE 2023	191.29
<b>EFT26763</b>	<b>CORE ELEMENTS COACHING</b>	<b>PAYMENT</b>	<b>-595.00</b>
INVOICE	CORE ELEMENTS COACHING	DBK REC CTR - GROUP FITNESS TRAINING AND PT SERVICES	595.00
<b>EFT26764</b>	<b>COUNTRY LANDSCAPING &amp; IRRIGATION</b>	<b>PAYMENT</b>	<b>-2639.76</b>
INVOICE	COUNTRY LANDSCAPING & IRRIGATION	PRESTON VILLAGE - RETICULATION MODIFICATIONS	2639.76
<b>EFT26765</b>	<b>DONNYBROOK MEDICAL SERVICES</b>	<b>PAYMENT</b>	<b>-528.00</b>
INVOICE	DONNYBROOK MEDICAL SERVICES	DBK REC CTR - PRE-EMPLOYMENT MEDICAL	165.00
INVOICE	DONNYBROOK MEDICAL SERVICES	RANGERS - FULL FUNCTION PRE-EMPLOYMENT MEDICAL	363.00
<b>EFT26766</b>	<b>DONNYBROOK NEWSAGENCY</b>	<b>PAYMENT</b>	<b>-19.00</b>
INVOICE	DONNYBROOK NEWSAGENCY	ADMIN/OFFICE PUBLICATIONS SUPPLIED - JUNE 2023	19.00
<b>EFT26767</b>	<b>DONNYBROOK &amp; DISTRICTS PLUMBING SERVICE</b>	<b>PAYMENT</b>	<b>-2805.00</b>
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	SERVICING URINAL CISTERN AT BALINGUP TRANSIT PARK	616.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	SERVICING TOILETS AT BALINGUP DEPOT	253.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	DBK CEMETERY - SERVICING LEAKING TOILET CISTERN	110.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	TOILET REPAIRS - VIN FARLEY PARK	319.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	DBK DEPOT - SERVICE OF EYE WASH CLEANING STATION & CLEAN OUT AIR FILTERS	220.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	DBK DEPOT - DISCONNECTION OF WATER COOLER FROM INSIDE KITCHEN & RELOCATION & INSTALLATION OF ICE MACHINE PLUS ALL LABOUR AND MATERIALS	1023.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	DONNYBROOK TRANSIT PARK - RE-WASHER SHOWER TAPS IN CUBICLE A, RESEAT SHOWER TAPS IN CUBICLE D	121.00
INVOICE	DONNYBROOK & DISTRICTS PLUMBING SERVICE	VC MITCHELL PK AWAY CHANGE ROOMS - REPAIR URINAL FLUSH BUTTON IN SOUTHSIDE CHANGEROOM, NEAREST TO TENNIS CLUB BLDG	143.00
<b>EFT26768</b>	<b>DONNYBROOK FAMILY BAKERY</b>	<b>PAYMENT</b>	<b>-330.50</b>
INVOICE	DONNYBROOK FAMILY BAKERY	CATERING FOR LUNCH AND MORNING/AFTERNOON TEA DURING TRAINING	330.50
<b>EFT26769</b>	<b>DONNYBROOK TYRE SERVICE</b>	<b>PAYMENT</b>	<b>-3050.30</b>
INVOICE	DONNYBROOK TYRE SERVICE	BFB HI-SEASON 2.4 - REPLACEMENT TYRE	1017.50

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	DONNYBROOK TYRE SERVICE	DB799 TRUCK - REPLACEMENT HAUL MAX TYRES	2032.80
<b>EFT26770</b>	<b>DONNYBROOK DISTRICT HIGH SCHOOL</b>	<b>PAYMENT</b>	<b>-756.61</b>
INVOICE	DONNYBROOK DISTRICT HIGH SCHOOL	DBK LBRY - SHARED OPERATING EXPENSES	756.61
<b>EFT26771</b>	<b>GRUMPY GNOME GARDEN SUPPLIES</b>	<b>PAYMENT</b>	<b>-90.00</b>
INVOICE	GRUMPY GNOME GARDEN SUPPLIES	P&G - 1 X M3 GARDEN COMPOST	90.00
<b>EFT26772</b>	<b>DONNYBROOK GLASS</b>	<b>PAYMENT</b>	<b>-704.00</b>
INVOICE	DONNYBROOK GLASS	DONNYBROOK HALL EXTERNAL TOILET BLOCK - SUPPLY AND INSTALL 2 X NEW FACE FIT WINDOWS GLAZED WITH OPAQUE POLYCARBONATE	704.00
<b>EFT26773</b>	<b>DATA#3</b>	<b>PAYMENT</b>	<b>-3697.43</b>
INVOICE	DATA#3	ADMIN - ACROBAT PRO FOR TEAMS X 10	3697.43
<b>EFT26774</b>	<b>DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY - BUILDING COMMISSION</b>	<b>PAYMENT</b>	<b>-1004.12</b>
INVOICE	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY - BUILDING COMMISSION	BSL LEVY COLLECTIONS - JUNE 2023	1004.12
<b>EFT26775</b>	<b>DBCEC (WA) PTY LTD</b>	<b>PAYMENT</b>	<b>-5995.00</b>
INVOICE	DBCEC (WA) PTY LTD	SMALL DIGGER HIRE FOR GRAVE PREPARATION WORKS	275.00
INVOICE	DBCEC (WA) PTY LTD	DRY HIRE OF BOBCAT AND DIGGER FOR APPROX 5 DAYS - HUNTER STREET	5720.00
<b>EFT26776</b>	<b>SAMANTHA LEE FARQUHAR</b>	<b>PAYMENT</b>	<b>-55.18</b>
INVOICE	SAMANTHA LEE FARQUHAR	REIMBURSE MEAL EXPENSES DURING REPORT WRITING TRAINING	55.18
<b>EFT26777</b>	<b>JETLINE KERBING CONTRACTORS</b>	<b>PAYMENT</b>	<b>-4514.40</b>
INVOICE	JETLINE KERBING CONTRACTORS	BRIDGE STREET LANEWAY KERBING - SUPPLY & INSTALL 120M OF MOUNTABLE KERBING	4514.40
<b>EFT26778</b>	<b>CELLARBRATIONS DONNYBROOK</b>	<b>PAYMENT</b>	<b>-68.99</b>
INVOICE	CELLARBRATIONS DONNYBROOK	COMMUNITY EVENTS - SYDNEY 2 - LOST & FOUND - REFRESHMENTS	68.99
<b>EFT26779</b>	<b>GARMIN</b>	<b>PAYMENT</b>	<b>-60.00</b>
INVOICE	GARMIN	MESSENGER AND GPS DEVICE SATELLITE SUBSCRIPTION FOR 14/07/2023 TO 13/08/2023	60.00
<b>EFT26780</b>	<b>HARDY SPICER</b>	<b>PAYMENT</b>	<b>-368.36</b>
INVOICE	HARDY SPICER	DB754 BACKHOE LOADER - HYDRAULIC HOSE AND FITTINGS ORS	274.12
INVOICE	HARDY SPICER	DB4647 P&G UTE - SWIVEL	94.24
<b>EFT26781</b>	<b>HATCH PTY LTD</b>	<b>PAYMENT</b>	<b>-12917.30</b>
INVOICE	HATCH PTY LTD	PROFESSIONAL SERVICES - HOUSING NEEDS ASSESSMENT	12917.30
<b>EFT26782</b>	<b>INDUSTRIAL AUTOMATION GROUP PTY LTD</b>	<b>PAYMENT</b>	<b>-2110.90</b>
INVOICE	INDUSTRIAL AUTOMATION GROUP PTY LTD	2 STANDPIPES X 12 MONTHS ADMIN SUPPORT AND ANNUAL CLOUD SERVER ACCESS FEE	2110.90
<b>EFT26783</b>	<b>RUSSELL JOHN JONES</b>	<b>PAYMENT</b>	<b>-58.00</b>
INVOICE	RUSSELL JOHN JONES	REIMBURSE PHONE ALLOWANCE FOR JUNE 2023	58.00

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

<b>EFT26784</b>	<b>KINGS PARK MOTEL</b>	<b>PAYMENT</b>	<b>-354.00</b>
INVOICE	KINGS PARK MOTEL	ACCOMMODATION & BREAKFAST FOR TRAINING IN PERTH 16TH AND 17TH JULY 2023	354.00
<b>EFT26785</b>	<b>LOCAL HEALTH AUTH. ANALYTICAL COMMITTEE</b>	<b>PAYMENT</b>	<b>-1507.99</b>
INVOICE	LOCAL HEALTH AUTH. ANALYTICAL COMMITTEE	ANNUAL ANALYTICAL SERVICES - 2022/23	1507.99
<b>EFT26786</b>	<b>LIVING SPRINGS</b>	<b>PAYMENT</b>	<b>-37.50</b>
INVOICE	LIVING SPRINGS	ADMIN OFFICE/CHAMBER - 15 LTR BOTTLED SPRINGWATER	37.50
<b>EFT26787</b>	<b>LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA</b>	<b>PAYMENT</b>	<b>-531.00</b>
INVOICE	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA	CEO PROFESSIONAL DEVELOPMENT - 2023/24 LG PROFESSIONAL MEMBERSHIP	531.00
<b>EFT26788</b>	<b>LGISWA</b>	<b>PAYMENT</b>	<b>-500.00</b>
INVOICE	LGISWA	EXCESS ON MOTOR VEHICLE CLAIM	500.00
<b>EFT26789</b>	<b>LFA FIRST RESPONSE</b>	<b>PAYMENT</b>	<b>-1105.12</b>
INVOICE	LFA FIRST RESPONSE	VARIOUS BRIGADES - FIRST AID KITS FOR STATIONS	1105.12
<b>EFT26790</b>	<b>MALATESTA ROAD PAVING &amp; HOTMIX</b>	<b>PAYMENT</b>	<b>-640.00</b>
INVOICE	MALATESTA ROAD PAVING & HOTMIX	JAYES RD - 400 LTRS OF EMULSION FOR ROAD PATCHING	640.00
<b>EFT26791</b>	<b>MJB INDUSTRIES PTY LTD</b>	<b>PAYMENT</b>	<b>-1518.59</b>
INVOICE	MJB INDUSTRIES PTY LTD	MINNINUP COTTAGES - 2 X SQ GRATED COVER FLUSH WAVE GRATES	1518.59
<b>EFT26792</b>	<b>MANJIMUP MITSUBISHI</b>	<b>PAYMENT</b>	<b>-501.46</b>
INVOICE	MANJIMUP MITSUBISHI	DB102 P&G UTE - LEFT REAR ABS SENSOR	501.46
<b>EFT26793</b>	<b>OFFICEWORKS</b>	<b>PAYMENT</b>	<b>-922.08</b>
INVOICE	OFFICEWORKS	DBK REC CTR - PRINTER CARTRIDGES AND STATIONERY	691.08
INVOICE	OFFICEWORKS	DBK REC CTR - BROTHER TONER BLACK	42.00
INVOICE	OFFICEWORKS	DEPOT - PRINTER TONER, ADMIN - GENERAL STATIONERY SUPPLIES	189.00
<b>EFT26794</b>	<b>ODAN DESIGN &amp; BUILD PTY LTD</b>	<b>PAYMENT</b>	<b>-144876.60</b>
INVOICE	ODAN DESIGN & BUILD PTY LTD	MINNINUP COTTAGES - REFURBISHMENT WORKS	140421.60
INVOICE	ODAN DESIGN & BUILD PTY LTD	SHERP - MINNINUP COTTAGES - STAIN BLOCK TO WALLS AND CEILINGS	2145.00
INVOICE	ODAN DESIGN & BUILD PTY LTD	SHERP - MINNINUP COTTAGES - CEILING VENTS TO UNITS	2310.00
<b>EFT26795</b>	<b>BLACKWOODS</b>	<b>PAYMENT</b>	<b>-938.52</b>
INVOICE	BLACKWOODS	ARGYLE BFB - SMALL KIT BAGS AS REQUESTED	938.52
<b>EFT26796</b>	<b>PRESTON PRESS</b>	<b>PAYMENT</b>	<b>-960.00</b>
INVOICE	PRESTON PRESS	MONTHLY SHIRE CONNECT DOUBLE PAGE FEATURE - JULY 2023	480.00
INVOICE	PRESTON PRESS	PRESTON PRESS - 2X PAGES TO NOTIFY PUBLIC OF FIRE BREAK ORDER 23/24	480.00
<b>EFT26797</b>	<b>PRESTON VALLEY MAINTENANCE</b>	<b>PAYMENT</b>	<b>-3228.50</b>
INVOICE	PRESTON VALLEY MAINTENANCE	DONNYBROOK WMF - SUPPLY AND INSTALL NEW ROLLER TO SHED MAIN SLIDING DOOR	462.00



SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	PRESTON VALLEY MAINTENANCE	DBK REC CTR - TAKE DOWN THE MURAL FROM STADIUM, MOVE WHITE BOARD FROM STADIUM WALL TO GYM WALL, WALL MOUNT A NEW YOGA MAT RACK IN THE GYM, WALL MOUNT NEW WEIGHT PLATE STORAGE RACK IN THE GYM, FIX POOLSIDE FAMILY CHANGE DOOR, FIX TOILET DOOR IN MALE CHANGE ROOM, INSTALL NOTICEBOARD IN THE ENTRANCE AREA, REMOVE, REPLACE AND PAINT CEMENT SHEETING UNDER STEPS	1342.00
INVOICE	PRESTON VALLEY MAINTENANCE	APPLE FUN PARK - PUBLIC TOILET, REPLACE CUBICLE DOOR - VANDALISM DAMAGE, SUPPLY NEW SOLID CORE DOOR & DOOR HARDWARE, INCLUDE PAINTING	995.50
INVOICE	PRESTON VALLEY MAINTENANCE	BENDIGO BANK BUILDING - REPAIR ROOF LEAK	308.00
INVOICE	PRESTON VALLEY MAINTENANCE	REPLACE TOILET ROLL HOLDER IN VIN FARLEY PARK TOILETS	121.00
<b>EFT26798</b>	<b>PROGRAMMED PROPERTY SERVICES</b>	<b>PAYMENT</b>	<b>-5741.33</b>
INVOICE	PROGRAMMED PROPERTY SERVICES	LANGLEY VILLAS UNITS 1-6 - EXTERNAL PAINTING PROGRAMME (FINAL YEAR OF 7 YR CONTRACT)	5741.33
<b>EFT26799</b>	<b>PRICE CONSULTING GROUP PTY LTD</b>	<b>PAYMENT</b>	<b>-2904.00</b>
INVOICE	PRICE CONSULTING GROUP PTY LTD	PROFESSIONAL SERVICES - ANNUAL CEO PERFORMANCE APPRAISAL	2904.00
<b>EFT26800</b>	<b>BELINDA MARIE RICHARDS</b>	<b>PAYMENT</b>	<b>-76.00</b>
INVOICE	BELINDA MARIE RICHARDS	REIMBURSE MEAL AND PARKING EXPENSES WHILE ATTENDING TRAINING IN PERTH 24 - 26 JULY	76.00
<b>EFT26801</b>	<b>RONALD NEIL PALSER</b>	<b>PAYMENT</b>	<b>-45.00</b>
INVOICE	RONALD NEIL PALSER	REIMBURSE EXPENSES TO PURCHASE WORK MOBILE PHONE CAR CHARGER AND CABLE	45.00
<b>EFT26802</b>	<b>REDFISH TECHNOLOGIES PTY LTD</b>	<b>PAYMENT</b>	<b>-1188.00</b>
INVOICE	REDFISH TECHNOLOGIES PTY LTD	COUNCIL CHAMBER - MINOR MAINTENANCE AND ADDITIONAL TRAINING FOR LIVE STREAMING SYSTEM, REGIONAL CALL OUT - SERVICE ENGINEER X 1, TRAVEL - REGIONAL WA X 4, PROFESSIONAL SERVICES HIRE X 2	1188.00
<b>EFT26803</b>	<b>THINKPROJECT AUSTRALIA PTY LTD</b>	<b>PAYMENT</b>	<b>-9174.53</b>
INVOICE	THINKPROJECT AUSTRALIA PTY LTD	RAMM TRANSPORT ASSET ANNUAL SUPPORT AND MAINTENANCE FEE FOR 2023/2024	9174.53
<b>EFT26804</b>	<b>STEWART &amp; HEATON CLOTHING CO. P/L</b>	<b>PAYMENT</b>	<b>-1428.45</b>
INVOICE	STEWART & HEATON CLOTHING CO. P/L	VARIOUS BFB'S - PROTECTIVE CLOTHING	74.94
INVOICE	STEWART & HEATON CLOTHING CO. P/L	VARIOUS BFB'S - PROTECTIVE CLOTHING	1353.51
<b>EFT26805</b>	<b>BUNBURY TRUCKS</b>	<b>PAYMENT</b>	<b>-413.94</b>
INVOICE	BUNBURY TRUCKS	DB4170 TIP TRUCK - LUBE KIT FOR SERVICING	413.94
<b>EFT26806</b>	<b>KIRA JO STRANGE</b>	<b>PAYMENT</b>	<b>-97.94</b>
INVOICE	KIRA JO STRANGE	DB8250 MGR VEHICLE - REIMBURSE FUEL EXPENSES	97.94
<b>EFT26807</b>	<b>SPENCER MOTORS</b>	<b>PAYMENT</b>	<b>-441.42</b>
INVOICE	SPENCER MOTORS	DB8250 OPERATIONS VEHICLE - 22,000KM VEHICLE SERVICE	441.42
<b>EFT26808</b>	<b>DEANNE LOUISE VALDA SMITH</b>	<b>PAYMENT</b>	<b>-58.70</b>
INVOICE	DEANNE LOUISE VALDA SMITH	REIMBURSE POLICE CLEARANCE EXPENSES	58.70
<b>EFT26809</b>	<b>TELSTRA - MELBOURNE ACCOUNTS</b>	<b>PAYMENT</b>	<b>-2724.43</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE/INTERNET - ADMIN, BLN DEPOT, DBK DEPOT	1261.06
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	EMERGENCY COMMUNICATION SATELLITE PHONES X 3 - SATELLITE PLAN	165.00
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - DBK SES BULDING	34.95
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	P&G RETICULATION CONNECTIONS & ADMIN MOBILE PHONES	216.00
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	TELEPHONE - ARGYLE/IRISHTOWN BFB	42.20
INVOICE	TELSTRA - MELBOURNE ACCOUNTS	SHIRE MONTHLY MOBILE AND DATA PLANS	1005.22
<b>EFT26810</b>	<b>TRUCKLINE</b>	<b>PAYMENT</b>	<b>-38.21</b>
INVOICE	TRUCKLINE	DB4170 TIP TRUCK - DO NOT OVERTAKE TURNING VEHICLE STICKER	38.21
<b>EFT26811</b>	<b>TOTALLY WORKWEAR</b>	<b>PAYMENT</b>	<b>-515.75</b>
INVOICE	TOTALLY WORKWEAR	NEW PART TIME RANGER STARTER UNIFORM PACK	515.75
<b>EFT26812</b>	<b>TEAM GLOBAL EXPRESS PTY LTD</b>	<b>PAYMENT</b>	<b>-32.00</b>
INVOICE	TEAM GLOBAL EXPRESS PTY LTD	DB4517 GRADER - PARTS - FREIGHT EXPENSES, DB754 LOADER - PARTS - FREIGHT EXPENSES	32.00
<b>EFT26813</b>	<b>THE PRINT SHOP BUNBURY</b>	<b>PAYMENT</b>	<b>-2942.50</b>
INVOICE	THE PRINT SHOP BUNBURY	PRODUCTION OF 2023/24 FIREBREAK ORDER	2942.50
<b>EFT26814</b>	<b>LANDGATE - VALUATION SERVICES</b>	<b>PAYMENT</b>	<b>-42.15</b>
INVOICE	LANDGATE - VALUATION SERVICES	INTERIM VALUATIONS	42.15
<b>EFT26815</b>	<b>IT VISION USER GROUP</b>	<b>PAYMENT</b>	<b>-770.00</b>
INVOICE	IT VISION USER GROUP	IT VISION USER GROUP MEMBERSHIP SUBSCRIPTION 2023/24	770.00
<b>EFT26816</b>	<b>WATER CORPORATION - ACCOUNTS</b>	<b>PAYMENT</b>	<b>-567.82</b>
INVOICE	WATER CORPORATION - ACCOUNTS	ANNUAL TRADE WASTE PERMIT FEES - DBK TRANSIT PRK 01/07/2023 TO 30/06/2024	246.16
INVOICE	WATER CORPORATION - ACCOUNTS	WATER - VC MITCHELL PARK 13/04/2023 TO 03/06/2023	321.66
<b>EFT26817</b>	<b>SYNERGY</b>	<b>PAYMENT</b>	<b>-4058.35</b>
INVOICE	SYNERGY	ELECTRICITY - BALINGUP SKATE PARK 16/05/2023 TO 13/07/2023	114.14
INVOICE	SYNERGY	ELECTRICITY - ADMINISTRATION CENTRE - 20/06/2023 TO 17/07/2023	1047.53
INVOICE	SYNERGY	ELECTRICITY - RAC CHARGING STATION 20/06/2023 TO 17/07/2023	461.45
INVOICE	SYNERGY	ELECTRICITY - BALINGUP OVAL 15/06/2023 TO 16/07/2023	349.40
INVOICE	SYNERGY	ELECTRICITY - DONNYBROOK RECREATION CENTRE 20/06/2023 TO 17/07/2023	2085.83
<b>EFT26818</b>	<b>WA LOCAL GOVERNMENT ASSOCIATION</b>	<b>PAYMENT</b>	<b>-638.00</b>
INVOICE	WA LOCAL GOVERNMENT ASSOCIATION	SHORT COURSE BOOKING - EFFECTIVE SUPERVISION (26 & 27 OCT) CHANGE OF DATES	1089.00
INVOICE	WA LOCAL GOVERNMENT ASSOCIATION	EFFECTIVE SUPERVISION - SEAN TAYLOR (20 & 21 JULY) - CANCELLATION TO LATER DATE	-1089.00
INVOICE	WA LOCAL GOVERNMENT ASSOCIATION	WALGA CLIMATE RISK ASSESSMENT TRAINING- ZOOM- JULY 26TH	638.00
<b>EFT26819</b>	<b>VEOLIA ENVIRONMENTAL SERVICES</b>	<b>PAYMENT</b>	<b>-528.08</b>
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/23	132.02
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/24	132.02

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/25	132.02
INVOICE	VEOLIA ENVIRONMENTAL SERVICES	ROAD SWEEPING & CARPARK SWEEPING 2022/26	132.02
<b>EFT26820</b>	<b>WEST OZ LINEMARKING PTY LTD</b>	<b>PAYMENT</b>	<b>-2282.50</b>
INVOICE	WEST OZ LINEMARKING PTY LTD	DBK REC CTR - INSTALL ORANGE STICK ON TACTILES & PAINT YELLOW LINES	2282.50
<b>EFT26820A</b>	<b>SHIRE OF DONNYBROOK BALINGUP</b>	<b>PAYMENT</b>	<b>-149742.79</b>
INVOICE	SHIRE OF DONNYBROOK BALINGUP	PAYROLL FOR PERIOD ENDING 26/07	149742.79
<b>EFT26820B</b>	<b>AUSTRALIAN TAX OFFICE</b>	<b>PAYMENT</b>	<b>-43452.00</b>
INVOICE	AUSTRALIAN TAX OFFICE	PAYG FOR PERIOD ENDING 26/07/2023	43452.00
<b>EFT26820C</b>	<b>AUSTRALIAN TAX OFFICE</b>	<b>PAYMENT</b>	<b>-28766.00</b>
INVOICE	AUSTRALIAN TAX OFFICE	BAS - JULY 2023	28766.00
<b>53758</b>	<b>DEPARTMENT OF TRANSPORT</b>	<b>PAYMENT</b>	<b>-13193.50</b>
INVOICE	DEPARTMENT OF TRANSPORT	ANNUAL VEHICLE REGISTRATIONS 2023/24	13193.50
<b>53759</b>	<b>CITY OF BUNBURY</b>	<b>PAYMENT</b>	<b>-2661.50</b>
INVOICE	CITY OF BUNBURY	SPONSORSHIP AGREEMENT - BUNBURY GEOGRAPHE SPORTS AWARD 2023	500.00
INVOICE	CITY OF BUNBURY	LEGAL PSYCHOSOCIAL HAZARDS TRAINING X 3 ATTENDEES 08/06/2023	2161.50
<b>53760</b>	<b>DEPARTMENT OF TRANSPORT</b>	<b>PAYMENT</b>	<b>-200.00</b>
INVOICE	DEPARTMENT OF TRANSPORT	CUSTOMER PURCHASE OF SHIRE LOGO NUMBER PLATE	200.00
<b>53761</b>	<b>DEPARTMENT OF TRANSPORT</b>	<b>PAYMENT</b>	<b>-200.00</b>
INVOICE	DEPARTMENT OF TRANSPORT	CUSTOMER PURCHASE OF SHIRE LOGO NUMBER PLATE	200.00
<b>DD27179.1</b>	<b>SPECTRUM SUPER</b>	<b>PAYMENT</b>	<b>-27.53</b>
INVOICE	SPECTRUM SUPER	EMPLOYEE SUPER DEDUCTIONS	27.53
<b>DD27179.2</b>	<b>PRIME SUPER PTY LTD</b>	<b>PAYMENT</b>	<b>-272.65</b>
INVOICE	PRIME SUPER PTY LTD	EMPLOYEE SUPER DEDUCTIONS	272.65
<b>DD27179.3</b>	<b>MLC PLUM SUPER</b>	<b>PAYMENT</b>	<b>-374.13</b>
INVOICE	MLC PLUM SUPER	EMPLOYEE SUPER DEDUCTIONS	374.13
<b>DD27179.4</b>	<b>BT PANORAMA SUPER</b>	<b>PAYMENT</b>	<b>-9.95</b>
INVOICE	BT PANORAMA SUPER	EMPLOYEE SUPER DEDUCTIONS	9.95
<b>DD27179.5</b>	<b>UNISUPER</b>	<b>PAYMENT</b>	<b>-301.60</b>
INVOICE	UNISUPER	EMPLOYEE SUPER DEDUCTIONS	301.60
<b>DD27179.6</b>	<b>AWARE SUPER</b>	<b>PAYMENT</b>	<b>-21032.72</b>
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	300.00
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	866.94
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	1116.73
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	121.62

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	439.41
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	16292.38
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	118.46
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	160.00
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	24.79
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	618.72
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	148.72
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	367.79
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	130.04
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	59.08
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	146.06
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	121.98
<b>DD27179.7</b>	<b>AUSTRALIAN SUPER</b>	<b>PAYMENT</b>	<b>-3366.48</b>
INVOICE	AUSTRALIAN SUPER	EMPLOYEE SUPER DEDUCTIONS	134.34
INVOICE	AUSTRALIAN SUPER	EMPLOYEE SUPER DEDUCTIONS	3232.14
<b>DD27179.8</b>	<b>COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER</b>	<b>PAYMENT</b>	<b>-60.99</b>
INVOICE	COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER	EMPLOYEE SUPER DEDUCTIONS	60.99
<b>DD27179.9</b>	<b>MLC NOMINEES PTY LTD</b>	<b>PAYMENT</b>	<b>-29.83</b>
INVOICE	MLC NOMINEES PTY LTD	EMPLOYEE SUPER DEDUCTIONS	29.83
<b>DD27179.10</b>	<b>REST SUPERANNUATION</b>	<b>PAYMENT</b>	<b>-595.94</b>
INVOICE	REST SUPERANNUATION	EMPLOYEE SUPER DEDUCTIONS	595.94
<b>DD27179.11</b>	<b>COMMONWEALTH BANK GROUP SUPER</b>	<b>PAYMENT</b>	<b>-260.62</b>
INVOICE	COMMONWEALTH BANK GROUP SUPER	EMPLOYEE SUPER DEDUCTIONS	260.62
<b>DD27179.12</b>	<b>HOSTPLUS</b>	<b>PAYMENT</b>	<b>-568.02</b>
INVOICE	HOSTPLUS	EMPLOYEE SUPER DEDUCTIONS	568.02
<b>DD27179.13</b>	<b>MERCER SUPER TRUST</b>	<b>PAYMENT</b>	<b>-290.56</b>
INVOICE	MERCER SUPER TRUST	EMPLOYEE SUPER DEDUCTIONS	290.56
<b>DD27200.1</b>	<b>SPECTRUM SUPER</b>	<b>PAYMENT</b>	<b>-27.53</b>
INVOICE	SPECTRUM SUPER	EMPLOYEE SUPER DEDUCTIONS	27.53
<b>DD27200.2</b>	<b>PRIME SUPER PTY LTD</b>	<b>PAYMENT</b>	<b>-273.60</b>
INVOICE	PRIME SUPER PTY LTD	EMPLOYEE SUPER DEDUCTIONS	273.60
<b>DD27200.3</b>	<b>MLC PLUM SUPER</b>	<b>PAYMENT</b>	<b>-374.13</b>

SHIRE OF DONNYBROOK BALINGUP  
SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	MLC PLUM SUPER	EMPLOYEE SUPER DEDUCTIONS	374.13
<b>DD27200.4</b>	<b>BT PANORAMA SUPER</b>	<b>PAYMENT</b>	<b>-29.84</b>
INVOICE	BT PANORAMA SUPER	EMPLOYEE SUPER DEDUCTIONS	29.84
<b>DD27200.5</b>	<b>UNISUPER</b>	<b>PAYMENT</b>	<b>-435.77</b>
INVOICE	UNISUPER	EMPLOYEE SUPER DEDUCTIONS	435.77
<b>DD27200.6</b>	<b>AWARE SUPER</b>	<b>PAYMENT</b>	<b>-20757.68</b>
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	300.00
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	866.94
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	1083.22
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	142.77
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	259.41
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	16211.60
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	118.80
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	160.00
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	24.47
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	617.50
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	149.24
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	366.46
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	129.62
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	59.08
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	146.06
INVOICE	AWARE SUPER	EMPLOYEE SUPER DEDUCTIONS	122.51
<b>DD27200.7</b>	<b>AUSTRALIAN SUPER</b>	<b>PAYMENT</b>	<b>-3371.47</b>
INVOICE	AUSTRALIAN SUPER	EMPLOYEE SUPER DEDUCTIONS	138.45
INVOICE	AUSTRALIAN SUPER	EMPLOYEE SUPER DEDUCTIONS	3233.02
<b>DD27200.8</b>	<b>COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER</b>	<b>PAYMENT</b>	<b>-34.47</b>
INVOICE	COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER	EMPLOYEE SUPER DEDUCTIONS	34.47
<b>DD27200.9</b>	<b>MLC NOMINEES PTY LTD</b>	<b>PAYMENT</b>	<b>-29.83</b>
INVOICE	MLC NOMINEES PTY LTD	EMPLOYEE SUPER DEDUCTIONS	29.83
<b>DD27200.10</b>	<b>REST SUPERANNUATION</b>	<b>PAYMENT</b>	<b>-710.77</b>
INVOICE	REST SUPERANNUATION	EMPLOYEE SUPER DEDUCTIONS	710.77
<b>DD27200.11</b>	<b>COMMONWEALTH BANK GROUP SUPER</b>	<b>PAYMENT</b>	<b>-260.62</b>

SHIRE OF DONNYBROOK BALINGUP  
 SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO 3.1) IS PRESENTED FOR PUBLIC INFORMATION  
 PAYMENTS FROM 1 JULY TO 31 JULY 2023

INVOICE	COMMONWEALTH BANK GROUP SUPER	EMPLOYEE SUPER DEDUCTIONS	260.62
<b>DD27200.12</b>	<b>HOSTPLUS</b>	<b>PAYMENT</b>	<b>-558.01</b>
INVOICE	HOSTPLUS	EMPLOYEE SUPER DEDUCTIONS	558.01
<b>DD27200.13</b>	<b>MERCER SUPER TRUST</b>	<b>PAYMENT</b>	<b>-280.15</b>
INVOICE	MERCER SUPER TRUST	EMPLOYEE SUPER DEDUCTIONS	280.15
		<b>TOTAL PAYMENTS</b>	-1459420.09
		<b>TOTAL INVOICES</b>	1459420.09

## Property Management Framework – Whole Community Consultation Feedback

Date Received	Feedback	Administrations Response
30/06/2023	Haven't yet had a close look. Would like to know which buildings, groups, entities, etc., it presently affects.	<p>This affects anyone that lease or wishes to lease a building or land that the Shire owns or managers (like a Reserve).</p> <p>We have added a Lease Register to our website on Friday, check it out as it displays all our current leases. Governance and Transparency » Shire of Donnybrook-Balingup.</p> <p>It's also worth noting that there are several groups and buildings that have been identified as needing a lease with the Shire (like the Men's Shed). There are various reasons as to why they don't currently have one, however these will all be addressed after the Framework, policy and associated documents have been adopted by Council.</p>
01/07/2023	It's good to have a transparent system - but nothing seems to fit Balingup Progress Association as we own and insure our own buildings. Happy to discuss with you when you are ready.	<p>There are many factors to consider with regards to the BPA's current leasing situation, and numerous other groups with the same/similar circumstances. Depending on the information supplied in an Annual Health Check by the BPA we can make some assumptions based on what I already know about your group and its current leasing arrangements:</p> <ul style="list-style-type: none"> <li>• The BPA will most likely be classified in a Category one or two, and be eligible for a rental subsidy,</li> <li>• Occupancy Agreement will be a licence, as the land on which the buildings are situated on is owned and managed by Arc Infrastructure.</li> <li>• Any new licence agreement requires written consent from Arc.</li> <li>• This flow chart best describes your situation. - PMF Flowcharts - scenarios - updated (donnybrook-balingup.wa.gov.au).</li> </ul> <p>I am happy to have a discussion about the above information with you.</p>

Property Management Framework – Whole Community Consultation Feedback

Date Received	Feedback	Administrations Response
20/07/2023	Was The Property Framework information sent to every community group that currently holds a lease or is involved with the new lease agreements? I've heard some community groups are unaware this framework is on the web site.	<p>Current and known potential tenants were asked to attend four different consultation sessions (held in October 2022) and provide feedback on the current leasing arrangements, 38 attendees from 31 different community groups attended and provided feedback. The feedback was compiled and used to guide the development of the draft framework.</p> <p>An agenda item was taken to Council (the Commissioner) in March 2023 of which you might be interested in reading. At the meeting the Council (Commissioner) asked that we seek further feedback from the broader community on the draft framework.</p> <p>Here is a link to the agenda item 9.3.2, page 59 - <a href="https://www.donnybrook-balingup.wa.gov.au/Profiles/donnybrook/Assets/ClientData/Council/Council_documents/Updated_Agenda_-_Ordinary_Council_Meeting_March_2023.pdf">https://www.donnybrook-balingup.wa.gov.au/Profiles/donnybrook/Assets/ClientData/Council/Council_documents/Updated_Agenda_-_Ordinary_Council_Meeting_March_2023.pdf</a></p>
20/07/2023	More red tape and political bull dust	Noted
20/07/2023	When will the properties available for lease become known? Seems to be very repetitive and could do with a more simplified version for future clients to read and become familiar with.	<p>The Shire has a list of its current leasing arrangements on the website. Please see the link provided below.</p> <p><a href="https://www.donnybrook-balingup.wa.gov.au/Profiles/donnybrook/Assets/ClientData/Governance/Lease_Register_2023.pdf">https://www.donnybrook-balingup.wa.gov.au/Profiles/donnybrook/Assets/ClientData/Governance/Lease_Register_2023.pdf</a>.</p> <p>The Shire does not have a list of buildings or land that is available to lease or licence, if you are interested in a particular building, or parcel of land, or opportunity, please feel free to contact us at <a href="mailto:Shire@donnybrook.wa.gov.au">Shire@donnybrook.wa.gov.au</a> and we can have a discussion around your needs and see what assistance the Shire can provide.</p>



Property Management Framework – Whole Community Consultation Feedback

Date Received	Feedback	Administrations Response
20/07/2023	<p>I think it is too complicated for normal people to understand and does not have tenants' best interest at heart. Trying to drown community members in words and paperwork.</p>	<p>The intent of the Framework is to simplify things for both the tenant and the Shire. The feedback from the consultation was that the information contained within a 70-page lease document was too complicated for the public to understand.</p> <p>What the framework does is it gets the information contained within the 70-page lease and breaks it down into 15 pages. If the Donnybrook Historical Society was to be classified into a Category One, then your lease would be based on the information provided in this link - <a href="#">CATEGORY_ONE_-_PMF_EXTRACT.pdf (donnybrook-balingup.wa.gov.au)</a> - This steps out exactly what fees and expenses the group would pay, your lease term and lease conditions, lastly the lengthy part outlines the maintenance responsibilities for the group and the Shire.</p> <p>All the information that has been provided is very extensive, however, we are aiming to be as transparent as possible. The Framework also outlines the process involved, and how the Shire intends on classifying the groups, and how we will calculate which group is awarded what subsidy.</p> <p>Would your group like to arrange a one-on-one meeting with me to go through the areas that are relevant to your group?</p>
21/07/2023	<p>Ah! Life used to be so simple in the good old days.... before any Shire had to manage as many buildings as Donnybrook-Balingup! I read the framework from the perspective of Category 1 - small community organisation, where I have been involved in. The Framework, while lengthy and relatively detailed, looks clear and easily understandable. It does make clear that organisations such as small community groups will have to pick up their game</p>	<p>Agreed, life used to be much simpler. Unfortunately, the times change, and we must move along with them.</p> <p>Most feedback to date has been that the framework appears to be overcomplicated, which it is not intended to be that way at all. We are wanting to be as transparent with groups and potential tenants as possible. As well as providing a very clear guide for Shire staff and Council into the future.</p>

Property Management Framework – Whole Community Consultation Feedback

Date Received	Feedback	Administrations Response
	with regard to reporting to the Shire and meeting the required level of maintenance and insurance, etc. However, this additional work is necessary in today's world and will soon enough become part of normal operating principles for small community organisations.	



Shire of  
Donnybrook Balingup

# PROPERTY MANAGEMENT FRAMEWORK

# CONTENTS

FRAMEWORK.....	3	CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS .....	12
BACKGROUND .....	3	CATEGORY FOUR (4) GOVERNMENT AGENCIES .....	14
GUIDING PRINCIPLES – OBJECTIVES.....	3	SUMMARY OF ESSENTIAL CONDITIONS AND TERMS TEMPLATE.....	16
STRATEGIC CONTEXT.....	3	CATEGORY ONE (1) SMALL COMMUNITY GROUPS .	16
TYPES OF OCCUPANCY AGREEMENTS.....	3	CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS.....	20
GOVERNANCE.....	4	CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS .....	24
LEASES .....	4	CATEGORY FOUR (4) GOVERNMENT AGENCIES .....	29
LICENCES .....	4	SCHEDULE OF MAINTENANCE RESPONSIBILITIES .....	34
MANAGEMENT AGREEMENT .....	4	CATEGORY ONE (1) SMALL COMMUNITY GROUPS .	34
CLASSIFICATION OF TENANT .....	4	CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS.....	43
EXISTING TENANCY TRANSITION.....	4	CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS .....	50
FUTURE TENANCY ARRANGEMENTS.....	5	CATEGORY FOUR (4) GOVERNMENT AGENCIES .....	58
ANNUAL TENANCY FEE METHODOLOGY.....	5	APPENDIX.....	66
COMMUNITY BENEFIT MATRIX .....	5	Appendix A - Community Group Health Check Form .....	66
SUBSIDY FORMULA .....	5	Appendix B - Shire Tenant Category Classification Flowchart.....	72
ELIGIBILITY & APPLICATION.....	5	Appendix C - Community Benefit Subsidy Matrix ...	73
GLOSSARY.....	5	Appendix D – Occupancy Arrangement Process .....	74
CAPITAL RENEWAL .....	5		
CAPITAL UPGRADE .....	5		
CONTRACTUAL RIGHT .....	6		
EMERGENCY SERVICES LEVY (ESL).....	6		
GROSS RENTAL VALUE.....	6		
HEALTH CHECK .....	6		
MAINTENANCE RESPONSIBILITIES .....	6		
NOT-FOR-PROFIT COMMUNITY GROUPS.....	6		
OUTGOINGS .....	6		
PROPRIETARY RIGHT .....	6		
PEAK BODY .....	6		
STANDARD RENTAL FEE AND EXPENSES .....	8		
CATEGORY ONE (1) SMALL COMMUNITY GROUPS...	8		
CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS .....	10		

# FRAMEWORK

## BACKGROUND

After a review of the management of Shire properties, a revised and structured leasing and licensing framework (Framework) has been developed to ensure the Shire is meeting the demands and needs of the community. The Framework is supported by a policy containing the overarching objectives. The Framework provides a classification for leases and licences, along with an equitable methodology for calculating annual lease and licence fees.

The Shire's properties are leased or licenced to a range of community groups, sport and recreation clubs or associations, government agencies and commercial entities.

The Framework provides community groups and sporting clubs in categories One and Two with a Community Benefit Subsidy if they demonstrate their use of the property benefits the community.

The Framework also establishes general terms and conditions that the Shire will use as the basis for negotiating all leases and licences, along with a detailed Maintenance Responsibility Guide.

## GUIDING PRINCIPLES – OBJECTIVES

The objectives of the Framework are:

- To meet Objective 13.1 of Council Plan's to 'Enable community organisations and community champions to deliver services and projects to meet local needs', by developing a standardised community lease for community and sporting groups; and
- To establish and clarify a common set of responsibilities and costs with parity between leases/tenants; and
- To ensure transparency and equity, all financial and in-kind subsidisation by Council will be recognised where Shire

owned, and managed properties are used to meet demonstrated community needs; and

- To establish manageable governance and administration for both the tenant and the Shire; and
- To enable innovation, capacity building and revenue opportunities for lease/tenants; and
- To ensure sustainable Shire owned and managed properties, effective asset management and demonstrated sound financial management will be prioritised.

## STRATEGIC CONTEXT

Council Plan 2022 - 2032

### Priority Project

13. Increased community capacity

### Objective

13.1. Enable community organisations and community champions to deliver services and projects to meet local needs.

### Priority Project

13.1.2. Develop a standardised community lease for community and sporting groups.

Property Management Framework 2022

## TYPES OF OCCUPANCY AGREEMENTS

The Shires main types of occupancy agreements include:

- Lease – exclusive occupation and use; and
- Licence – contractual right to non-exclusive occupation and/or use; and
- Management Agreement – contractual arrangement outlining the terms and

conditions associated with usage, as negotiated.

- Property hire (regular or occasional use of a property to deliver community-based programs, events, and activities) on an hourly or daily rate, is not covered within the Framework.

## GOVERNANCE

With respect to leases/licences over Crown property managed by the Shire under a Management Order, prior approval will be obtained from the Minister of Lands, in accordance with the *Land Administration Act 1997*.

Lease/licence agreements will be advertised by a Local Public Notice unless the organisation is a not-for-profit charitable, benevolent, religious, cultural, educational, recreational, or sporting one, in accordance with the *Local Government Act 1995*.

## LEASES

A lease is a right granted by the owner of land for an occupant to have the exclusive use of that land for a specified period in exchange for an agreed rental payment.

In the sporting context, lease agreements are usually used where the site is either fully occupied for a specific purpose, for example bowling greens, tennis courts and synthetic hockey pitches; or where a club has made substantial contributions to the development of the site.

If a tenant has exclusive occupancy over the land or facility, it follows that the maintenance and management expectations placed on the tenant will usually be greater than they are under licence or hire agreements that are not exclusive.

## LICENCES

Under the terms and conditions of a licence contract, the tenant is granted permission to

access property for a specified purpose(s), such as conduct of a sporting activity at specified times and under specified conditions. Licenses are usually used in cases where the facility or premises is shared by several groups, rather than lease agreements.

A license agreement does not provide for exclusive use of a facility beyond the specified times of access, so no 'interest' in the land is created. It is reasonable to expect the rights and obligations of the lessee in respect to maintenance and management of the facility would be less stringent under a license agreement than a lease agreement.

## MANAGEMENT AGREEMENT

A management agreement is a contractual arrangement between the Shire and a tenant that outlines the terms and conditions associated with usage. The terms and conditions are not standard and are negotiated between the two parties.

## CLASSIFICATION OF TENANT

Under this framework, all tenants or prospective tenants of Shire properties will fall into one of four categories. Tenants are classified using the Tenant Category Classification Flowchart (Appendix B).

The categories are:

<b>Category One</b>	Small community groups
<b>Category Two</b>	Sporting clubs, community groups and organisations
<b>Category Three</b>	Commercial entities, state and national clubs, associations, and community organisations
<b>Category Four</b>	Government agencies

## EXISTING TENANCY TRANSITION

Existing tenants will be asked to move over to the new Framework to ensure consistency and equity between all leases. Tenants will not be able to take advantage of the rent subsidy

offered unless they are categorised under this Framework.

Existing Commercial leases are not required to change until such time as their agreements expire.

## **FUTURE TENANCY ARRANGEMENTS**

Where a prospective tenant/group makes a requests/requires a new tenancy agreement for a new building on Shire owned/managed land a lease agreement and a management agreement are to be drawn up, with no expense to the Shire.

The Shire's Building Service Level Hierarchy is to be taken into consideration before approving any lease, licence, or management agreement.

See the Occupancy Agreement Process Flowchart for more detailed information.

## **ANNUAL TENANCY FEE METHODOLOGY**

The Shire is committed to providing access to property for the benefit of the Donnybrook Balingup community. The Shire does not seek to derive profit from leases in categories One or Two.

The annual fee methodology is based on the minimum Gross Rental Value (GRV) of the property with a subsidy applied based on a community benefit matrix.

Rent for category Three and Four tenants is negotiated by reference to a current Market Rental Valuation for the property.

## **COMMUNITY BENEFIT MATRIX**

To make Shire properties accessible and readily available, subsidies are available to organisations within categories One and Two. See Appendix C.

## **SUBSIDY FORMULA**

The Shire will credit a category One or Two tenant with the appropriate percentage reduction based on the community benefit matrix. See Appendix C.

## **ELIGIBILITY & APPLICATION**

For community groups and clubs to be assessed for the community benefit subsidy, the tenant must provide the required documentation via the Annual Health Check.

## **GLOSSARY**

### **CAPITAL RENEWAL**

Relates to expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility. For example, replacing carpets.

The Shire is responsible for capital renewal and repairs, which relate to major structural elements of the building such as the roof or load bearing walls. The Shire is also responsible for expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility.

### **CAPITAL UPGRADE**

Refers to enhancements to the existing facility to provide a higher level of service and/or enhancement which extends the original functionality or space. Capital upgrades extend the asset to cater for growth or additional service levels. Capital upgrades are at the Shire's sole discretion and must demonstrate an alignment with the Shire's Strategic Objectives.

The tenant may apply to Council for financial assistance to upgrade a leased/licenced facility with requests being considered as part of the budget process in the year in which the

requests are received. The Shire will also work to assist groups when applying for funding.

### **CONTRACTUAL RIGHT**

A right arising out of a contractual arrangement, for example the right to non-exclusive use of a property under a Licence or Management Agreement.

### **EMERGENCY SERVICES LEVY (ESL)**

The Emergency Services Levy (ESL) is a Department of Fire and Emergency Services compulsory levy for all buildings, which funds Western Australia's fire and emergency services, including career fire stations, volunteer fire brigades, State Emergency Service units, the Volunteer Marine Rescue Service, and the multi-purpose Volunteer Emergency Service units.

### **GROSS RENTAL VALUE**

The Gross Rental Value is an annual rental value for a property determined by the Valuer General. This means properties are valued on their potential rental income rather than their capital value.

### **HEALTH CHECK**

The Health Check is a document required to be completed by community groups and sporting clubs in category One and Two. It includes contact details and information on committee contacts, committee, membership, and financial management. The Health Check will be provided to groups and must be completed and returned to the Shire with the required supporting information within a reasonable timeframe. See Appendix A.

### **MAINTENANCE RESPONSIBILITIES**

Facility maintenance includes minor day-to-day maintenance that can be performed by a non-tradesperson and more significant programmed and non-programmed asset renewal maintenance requiring the services of

a qualified tradesperson or experienced maintenance person.

All maintenance obligations and maintenance standards will be clearly articulated in specific schedules to lease and licence documents and are highlighted in the Schedule of Maintenance Responsibility.

Each tenant is required to maintain the facility in accordance with the maintenance schedule attached to their lease or licence using the services of registered and qualified tradespeople.

The maintenance schedule outlines the responsibilities of the Shire and the tenant.

### **NOT-FOR-PROFIT COMMUNITY GROUPS**

Are groups incorporated under the *Associations Incorporation Act 1987* and have their primary base of operation located within the Shire of Donnybrook Balingup.

### **OUTGOINGS**

Outgoings are fees or charges associated with the use of a property. These may include utilities such as water, electricity, and gas. Outgoings are charged in addition to rent, licence fees and rates and taxes. The Shire may require outgoings to be paid by instalments, based on an annual estimated budget for the premises (variable outgoings). Outgoings and variable outgoings are subject to annual review.

### **PROPRIETARY RIGHT**

A right to use or occupy property which allows exclusion of others from use, alienates other interests and is enforceable against all except those with a better proprietary right.

### **PEAK BODY**

A non-government organisation whose membership consists of smaller organisations of allied interests. The peak body thus offers a



strong voice for the specific community sector in the areas of lobbying government, community education and information sharing between member groups and interested parties.

DRAFT

# STANDARD RENTAL FEE AND EXPENSES

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs		
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond		
Building Insurance Excess	●	●
Capital Upgrades		
Consumables	●	●
Costs to Restore Premises on Termination	●	●
Drainage and Sewerage Rates		
Electricity	●	●
Emergency Services Levy		
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting		
Legal Costs – Sub-Lease Drafting		●
Local Government Rates & Service Charges		
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs		
Rental Fee	Min. GRV	Min. GRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements		

Safety & Testing Obligations - OSH	●	●
Security Systems		
Sewage Disposal		●
Statutory Compliance		
Stormwater Disposal		
Structural Maintenance		
Taxes		
Termite Inspections		
Water & Associated Water Charges	●	●

DRAFT

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs		
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond		
Building Insurance Excess	●	●
Capital Upgrades		
Consumables	●	●
Costs to Restore Premises on Termination	●	●
Drainage and Sewerage Rates		
Electricity	●	●
Emergency Services Levy		
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting		
Legal Costs – Sub-Lease Drafting		●
Local Government Rates & Service Charges		
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs		
Rental Fee	Min. GRV	Min. GRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements		
Safety & Testing Obligations - OSH	●	●
Security Systems		
Sewage Disposal		●

Statutory Compliance		
Stormwater Disposal		
Structural Maintenance		
Taxes		
Termite Inspections		
Water & Associated Water Charges	●	●

DRAFT

**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs	●	●
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond	●	●
Building Insurance Excess	●	●
Capital Upgrades	●	●
Consumables	●	●
Costs to Restore Premises on Termination		
Drainage and Sewerage Rates	●	●
Electricity	●	●
Emergency Services Levy	●	●
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		●
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting	●	●
Local Government Rates & Service Charges	●	●
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs	●	●
Rental Fee	Negotiated based on MRV	Negotiated based on MRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements	●	●
Safety & Testing Obligations - OSH	●	●
Security Systems	●	●

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
Statutory Compliance	●	●
Stormwater Disposal	●	●
Structural Maintenance		
Taxes	●	●
Termite Inspections		
Water & Water Charges	●	●

DRAFT

## CATEGORY FOUR (4) GOVERNMENT AGENCIES

TENANTS RENTAL FEE AND EXPENSE		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs	●	●
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond	●	●
Building Insurance Excess	●	●
Capital Upgrades	●	●
Consumables	●	●
Costs to Restore Premises on Termination		
Drainage and Sewerage Rates	●	●
Electricity	●	●
Emergency Services Levy	●	●
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		●
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting	●	●
Local Government Rates & Service Charges	●	●
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs	●	●
Rental Fee	Negotiated based on MRV	Negotiated based on MRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements	●	●
Safety & Testing Obligations - OSH	●	●



Security Systems	●	●
Statutory Compliance	●	●
Stormwater Disposal	●	●
Structural Maintenance		
Taxes	●	●
Termite Inspections		
Water & Water Charges	●	●

DRAFT

# SUMMARY OF ESSENTIAL CONDITIONS AND TERMS TEMPLATE

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	5 years
Option	Up to 2 x 5 years options (by negotiation)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Public Liability</li> <li>Content Insurance</li> </ul> </li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>As per the Schedule of Maintenance Responsibilities provided.</li> <li>Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.</li> <li>Regularly inspect and maintain in good condition any part of the premises and surrounds.</li> <li>Must not remove any tree, or shrub, or hedge without consent.</li> <li>Is wholly and solely responsible for the maintenance and repair of all buildings and improvements constructed on the premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required.</li> <li>Development proposed on the premises during the term shall be the responsibility of and carried out by (and at the cost of) the tenant, subject to the tenant having obtained all necessary statutory approvals.</li> </ul> <p><b>Alterations</b></p>

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire; or
  - Use the premises as the residence or sleeping place of any person or for auction sales; or
  - must not sell or supply liquor from the premises or allow liquor to be sold or supplied from the premises without the prior written consent and then only in accordance with written laws.

#### **Right of Entry**

- Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.
- In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Shire may issue a notice requiring the tenant to immediately permit the Shire to have access to and use of the Premises for public purposes.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Comply with the requirements of the *Occupational Safety and Health Act 1984*, by having all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

#### **Report to Shire**

- Acts of vandalism.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Changes made to the tenants' rules under the *Associations Incorporation Act 2015*.

#### **Option to renew**

- Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.

	<p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Rights to Sublet</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> </ul> <p><b>Provision of Information</b></p> <ul style="list-style-type: none"> <li>• Must complete the Shires Annual Health Check.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire's Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p><b>Responsibilities of the Shire</b></p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants' Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent by CPI on and from each Rent Review Date as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• Shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Promises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.</li> <li>• May settle an insurance claim.</li> </ul> <p><b>Report</b></p> <ul style="list-style-type: none"> <li>• Any damage to the premises of which they are aware; and</li> <li>• Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>• Give consent with or without conditions for alterations.</li> </ul>

**Right of Entry**

- Must give reasonable notice before entry onto premises unless in an emergency.
- Must issue a notice to the tenant.

**Safety & Testing Obligations**

- Ensure that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained, and inspected to ensure for safe for use.
- Must ensure that all fire protection and firefighting equipment, is tested regularly for compliance with Australian Standards and DFES's requirements.
- Ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

**Option to Renew**

- After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.

**GST invoice**

- Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.

DRAFT

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	5 years
Option	Up to 2 x 5 years options (by negotiation)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Public Liability</li> <li>Content Insurance</li> </ul> </li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>As per the Schedule of Maintenance Responsibilities provided.</li> <li>Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.</li> <li>Regularly inspect and maintain in good condition any part of the premises and surrounds.</li> <li>Must not remove any tree, or shrub, or hedge without consent.</li> <li>Is wholly and solely responsible for the maintenance and repair of all buildings and improvements constructed on the premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required.</li> <li>Development proposed on the premises during the term shall be the responsibility of and carried out by (and at the cost of) the tenant, subject to the tenant having obtained all necessary statutory approvals.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration,</li> </ul>

addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire; or
  - Use the premises as the residence or sleeping place of any person or for auction sales; or
  - must not sell or supply liquor from the premises or allow liquor to be sold or supplied from the premises without the prior written consent and then only in accordance with written laws.

#### **Right of Entry**

- Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.
- In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Shire may issue a notice requiring the tenant to immediately permit the Shire to have access to and use of the Premises for public purposes.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Comply with the requirements of the *Occupational Safety and Health Act 1984*, by having all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

#### **Report to Shire**

- Acts of vandalism.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Changes made to the tenants' rules under the *Associations Incorporation Act 2015*.

#### **Option to renew**

	<ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Rights to Sublet</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> </ul> <p><b>Provision of Information</b></p> <ul style="list-style-type: none"> <li>• Must complete the Shires Annual Health Check.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire’s Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants’ Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent by CPI on and from each Rent Review Date as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• Shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Promises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.</li> <li>• May settle an insurance claim.</li> </ul> <p><b>Report</b></p> <ul style="list-style-type: none"> <li>• Any damage to the premises of which they are aware; and</li> </ul>



	<ul style="list-style-type: none"><li>• Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.</li></ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"><li>• Give consent with or without conditions for alterations.</li></ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"><li>• Must give reasonable notice before entry onto premises unless in an emergency.</li><li>• Must issue a notice to the tenant.</li></ul> <p><b>Safety &amp; Testing Obligations</b></p> <ul style="list-style-type: none"><li>• Ensure that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained, and inspected to ensure for safe for use.</li><li>• Must ensure that all fire protection and firefighting equipment, is tested regularly for compliance with Australian Standards and DFES's requirements.</li><li>• Ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.</li></ul> <p><b>Option to Renew</b></p> <ul style="list-style-type: none"><li>• After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.</li></ul> <p><b>GST invoice</b></p> <ul style="list-style-type: none"><li>• Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.</li></ul>
--	--

**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	Maximum of 10 years
Option	Up to 2 x 5 years options (at the Shire’s discretion)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands’ consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands’ consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Building Insurance</li> <li>Public Liability</li> <li>Content Insurance</li> <li>Employers Indemnity, including Workers Compensation</li> </ul> </li> <li>Notify the Shire when a material event occurs which gives rise or might give rise to a claim under, or which could prejudice a policy of insurance or when a policy of insurance is cancelled.</li> <li>Must not do anything which might void their insurance or effect the insurance of any adjoining premises.</li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Pay excess on insurance.</li> <li>Is responsible to obtain all relevant insurances to cover any damage and/or theft to its property</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>Will at its own cost maintain, replace, repair, clean and keep the premises in Good Repair.</li> <li>Will only use licensed trades persons, or such trades persons as may be approved by the Shire.</li> <li>Must comply with all reasonable conditions imposed by the Shire in relation to the tenants maintenance of the premises.</li> </ul>

- Must keep the premises clean, tidy, unobstructed, and free from rubbish.
- Will be responsible for all servicing, maintenance, and repairs of the Air-Conditioning Equipment.
- Must use the Air-Conditioning Equipment in accordance with manufacturer's instructions.
- Must not interfere with the Air-Conditioning Equipment.
- Shall ensure that the Air-conditioning Equipment is serviced, at least once every twelve (12) months.
- Must provide the Shire upon request with evidence of such servicing.
- Must keep the Premises free of any vermin or any other recognised pests.
- Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.
- Regularly inspect and maintain in good condition any part of the premises and surrounds.
- Must keep and maintain the waste pipes drains and conduits clean clear and free flowing.
- Must manage the correct use of the drains, toilets, grease traps and other sanitary appliances.
- Must on or before each date as stated in the Schedule paint with at least two coats of paint those parts of the premises usually painted internally.
- Must on or before each date as stated in the Schedule replace all carpets and floor coverings in the premises with suitable carpets and floor coverings of good quality approved of by the Shire.
- Will comply with their obligations as per the Schedule of Maintenance Responsibilities provided.

**Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Do any act or thing which might result in excessive stress or harm to any part of the premises; or
  - Use the toilets/sanitary appliances for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might affect them; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire.
- Must ensure the security of keys and access cards to the premises, at all times.
- Must not have additional sets of keys or access cards copied or cut.
- Must notify the Lessor of any loss of keys or access cards immediately.

- Must not change any of the Premises' locks, without the prior approval of the Shire.
- Must always conduct its business on the premises in a proper efficient and reputable manner and must not use the premises nor permit the premises to be used for any illegal, immoral, or improper use or purpose.
- Must not consent of the Shire use or permit to be used any other method in lighting the premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas, or oil.
- Must keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the premises; and
- Must deliver to the Shire any notices or orders served on or received by the tenant in respect of the premises or the conduct of the tenant's business on the premises.
- Must ensure copyright compliance with regards to any arrangements on the premises.

#### **Alterations**

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Must reimburse the Shire for all associated costs to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained and inspected to ensure compliance with all statutory requirements and are safe for use.

#### **Report to Shire**

- Acts of vandalism.
- Any accidents to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the premises and of any circumstances known to the tenant that may be or may cause a risk or hazard to the premises or to any person on the premises.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Any damage to the premises of which they are aware; and
- Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

	<p><b>Bank Guarantee/Deposit</b></p> <ul style="list-style-type: none"> <li>• Must provide the Shire with a Bank Guarantee or Deposit.</li> </ul> <p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- Must at its own cost restore the premises to a condition consistent with the Lease and repair, replace or make good to the satisfaction of the Shire any of the premises where it has been damaged by the tenant.</li> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.</li> </ul> <p><b>Option to renew</b></p> <ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Assignments, Subletting and Charging</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> <li>• Must notify the Shire of any changes to the ownership of shares in accordance with the <i>Corporations Act 2001</i> (Cth).</li> <li>• Must pay for all costs associated with any assignment or sublet.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire's Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants' Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p>

- May settle an insurance claim.

#### Maintenance

- Will arrange the white ant/termite inspections and treatments of the premises at its cost.

#### Alterations

- Give consent with or without conditions for alterations.

#### Right of Entry

- Must give reasonable notice before entry onto premises unless in an emergency.
- Must issue a notice to the tenant.

#### Safety & Testing Obligations

- Must arrange all annual inspections and testing to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained, and inspected to ensure compliance with all statutory requirements and are safe for use.

#### Bank Guarantee/ Deposit

- Shall return the Bank Guarantee/ Deposit (or any remaining portion of the Bank Guarantee) after three months after termination of the Lease.

#### Option to Renew

- After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.

#### GST invoice

Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.

## CATEGORY FOUR (4) GOVERNMENT AGENCIES

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	Maximum of 10 years
Option	Up to 2 x 5 years options (at the CEO's discretion)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for: <ul style="list-style-type: none"> <li>Building Insurance</li> <li>Public Liability</li> <li>Content Insurance</li> <li>Employers Indemnity, including Workers Compensation</li> </ul> </li> <li>Notify the Shire when a material event occurs which gives rise or might give rise to a claim under, or which could prejudice a policy of insurance or when a policy of insurance is cancelled.</li> <li>Must not do anything which might void their insurance or effect the insurance of any adjoining premises.</li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Pay excess on insurance.</li> <li>Is responsible to obtain all relevant insurances to cover any damage and/or theft to its property</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>Will at its own cost maintain, replace, repair, clean and keep the premises in Good Repair.</li> <li>Will only use licensed trades persons, or such trades persons as may be approved by the Shire.</li> <li>Must comply with all reasonable conditions imposed by the Shire in relation to the tenants maintenance of the premises.</li> <li>Must keep the premises clean, tidy, unobstructed, and free from rubbish.</li> </ul>

- Will be responsible for all servicing, maintenance, and repairs of the Air-Conditioning Equipment.
- Must use the Air-Conditioning Equipment in accordance with manufacturer's instructions.
- Must not interfere with the Air-Conditioning Equipment.
- Shall ensure that the Air-conditioning Equipment is serviced, at least once every twelve (12) months.
- Must provide the Shire upon request with evidence of such servicing.
- Must keep the Premises free of any vermin or any other recognised pests.
- Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.
- Regularly inspect and maintain in good condition any part of the premises and surrounds.
- Must keep and maintain the waste pipes drains and conduits clean clear and free flowing.
- Must manage the correct use of the drains, toilets, grease traps and other sanitary appliances.
- Must on or before each date as stated in the Schedule paint with at least two coats of paint those parts of the premises usually painted internally.
- Must on or before each date as stated in the Schedule replace all carpets and floor coverings in the premises with suitable carpets and floor coverings of good quality approved of by the Shire.
- Will comply with their obligations as per the Schedule of Maintenance Responsibilities provided.

**Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Do any act or thing which might result in excessive stress or harm to any part of the premises; or
  - Use the toilets/sanitary appliances for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might affect them; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire.
- Must ensure the security of keys and access cards to the premises, at all times.
- Must not have additional sets of keys or access cards copied or cut.
- Must notify the Lessor of any loss of keys or access cards immediately.
- Must not change any of the Premises' locks, without the prior approval of the Shire.



- Must always conduct its business on the premises in a proper efficient and reputable manner and must not use the premises nor permit the premises to be used for any illegal, immoral, or improper use or purpose.
- Must not consent of the Shire use or permit to be used any other method in lighting the premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas, or oil.
- Must keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the premises; and
- Must deliver to the Shire any notices or orders served on or received by the tenant in respect of the premises or the conduct of the tenant's business on the premises.
- Must ensure copyright compliance with regards to any arrangements on the premises.

#### **Alterations**

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Must reimburse the Shire for all associated costs to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained and inspected to ensure compliance with all statutory requirements and are safe for use.

#### **Report to Shire**

- Acts of vandalism.
- Any accidents to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the premises and of any circumstances known to the tenant that may be or may cause a risk or hazard to the premises or to any person on the premises.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.

#### **Bank Guarantee/Deposit**

- Must provide the Shire with a Bank Guarantee or Deposit.

#### **Obligations on Termination**

- Must:
  - Must at its own cost restore the premises to a condition consistent with the Lease and repair, replace or make good to the satisfaction of the Shire any of the premises where it has been damaged by the tenant.
  - peacefully surrender and return the premises to the Shire; and

	<ul style="list-style-type: none"> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.</li> </ul> <p><b>Option to renew</b></p> <ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Assignments, Subletting and Charging</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> <li>• Must notify the Shire of any changes to the ownership of shares in accordance with the <i>Corporations Act 2001</i> (Cth).</li> <li>• Must pay for all costs associated with any assignment or sublet.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire’s Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants’ Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• May settle an insurance claim.</li> </ul> <p>Maintenance</p> <ul style="list-style-type: none"> <li>• Will arrange the white ant/termite inspections and treatments of the premises at its cost.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>• Give consent with or without conditions for alterations.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must give reasonable notice before entry onto premises unless in an emergency.</li> <li>• Must issue a notice to the tenant.</li> </ul> <p><b>Safety &amp; Testing Obligations</b></p>

- Must arrange all annual inspections and testing to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained, and inspected to ensure compliance with all statutory requirements and are safe for use.

**Bank Guarantee/ Deposit**

- Shall return the Bank Guarantee/ Deposit (or any remaining portion of the Bank Guarantee) after three months after termination of the Lease.

**Option to Renew**

- After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.

**GST invoice**

Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.

DRAFT

# SCHEDULE OF MAINTENANCE RESPONSIBILITIES

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

SCHEDULE OF MAINTENANCE		
MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Replace if stolen or damaged.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- Remove external vandalism and graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- If the Shire provides a security system to the premises, the Shire will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage. Lost or replacement keys after first stock issue will be at the tenant's expense.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- Remove any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Painting	<ul style="list-style-type: none"> <li>- Complete external and internal painting, as required and determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Touch up paint damage on internal walls if damage caused by misuse/ internal vandalism.</li> <li>- Any change of paint colour will need prior Shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs and shall be reinstated (at tenants cost) to the original colour upon termination of lease.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines. Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Minor maintenance of hardware due to general usage wear and tear (e.g., taps seals, minor gaskets in both taps and toilet systems) Shire will supply a list of preferred Contractors to be called for such instances.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Report any maintenance required to the Shire.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Arrange annual servicing of air- conditioning units/systems.</li> <li>- If replacement is caused by misuse/negligence of tenant,</li> </ul>	<ul style="list-style-type: none"> <li>- Clean vents regularly.</li> <li>- Professionally cleaned annually, or quarterly depending on building usage frequency.</li> </ul>



## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<p>the tenant must reimburse the Shire for the cost of replacement.</p>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct annual service.</li> <li>- Reimburse the Shire for the cost of the annual service, if organised by the Shire.</li> <li>- Responsible for replacing if damage is due to internal vandalism.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Repair, replace if damage caused by misuse.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased/licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising, and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access/walkways other than the Shire verge footpath.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark, or grassed area.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants.</li> <li>- Report any pollution, contamination, or suspected pollution/contamination to the land to the Shire promptly.</li> <li>- If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.</li> </ul>
Bore's and Pump's	<ul style="list-style-type: none"> <li>- Arrange annual inspection and determining the schedule for maintenance and repair.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Lighting Towers	<ul style="list-style-type: none"> <li>- Arrange servicing and maintenance of poles and electrical.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange and Replace Globes.</li> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Playing Surfaces	<ul style="list-style-type: none"> <li>- Repair and replace.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Maintain/Cleaning regularly in accordance with use.</li> <li>- Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>

DRAFT

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

<b>SCHEDULE OF MAINTENANCE</b>		
<b>MAINTENANCE ITEM</b>	<b>SHIRE'S OBLIGATIONS</b>	<b>TENANT OBLIGATIONS</b>
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Replace if stolen or damaged.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings, minor repairs, cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- If the Shire provides a security system to the premises, the Shire will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage.</li> <li>- Lost or replacement keys after first stock issue will be at the tenant's expense.</li> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	reimburse the Shire for cost of repairing the damage.	
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- Remove any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- Complete external and internal painting, as required and determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Touch up paint damage on internal walls if damage caused by misuse/ internal vandalism.</li> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs and shall be reinstated (at tenants cost) to the original colour upon termination of lease.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>Ensure all are operable and free from any blockages.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines.</li> <li>- Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Minor maintenance of hardware due to general usage wear and tear (e.g., taps seals, minor gaskets in both taps and toilet systems) Shire will supply a list of preferred Contractors to be called for such instances.</li> <li>- Repair leaks, service and maintain as required.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> </ul>



## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance required to the Shire.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Arrange annual servicing of air-conditioning units/systems.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean vents regularly.</li> <li>- Professionally cleaned annually, or quarterly depending on building usage frequency.</li> <li>- Liaise with Shire contractors to allow access to conduct annual service.</li> <li>- Reimburse the Shire for the cost of the annual service, if organised by the Shire.</li> <li>- Responsible for replacing if damage is due to internal vandalism.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Repair, replace if damage caused by misuse.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, reinforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased /licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access /walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned furniture, car parts and larger rubbish that has been</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<p>dumped on the verge, carpark, or grassed area.</p>	<ul style="list-style-type: none"> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants.</li> <li>- Report any pollution, contamination, or suspected pollution /contamination to the land to the Shire promptly.</li> <li>- If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.</li> </ul>
Bore's and Pump's	<ul style="list-style-type: none"> <li>- Arrange annual inspection and determining the schedule for maintenance and repair.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Lighting Towers	<ul style="list-style-type: none"> <li>- Arrange servicing and maintenance of poles and electrical.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange and Replace Globes.</li> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Playing Surfaces	<ul style="list-style-type: none"> <li>- Repair and replace.</li> <li>- If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Maintain/Cleaning regularly in accordance with use.</li> <li>- Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>

**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

<b>SCHEDULE OF MAINTENANCE</b>		
<b>MAINTENANCE ITEM</b>	<b>SHIRE'S OBLIGATIONS</b>	<b>TENANT OBLIGATIONS</b>
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the Premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance inspections.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance service.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairs and cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal and external vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a building insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage.</li> <li>- Lost or replacement keys after first stock issue will be at the tenants expense.</li> <li>- Lessee to maintain a key register.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs.</li> <li>- Once during the last three months of the term of the lease, repaint the interior of the premises with a minimum of two</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		coats of good quality paint (in a colour approved by the Shire) to a tradesman like finish.
Cupboards, Blinds, Curtains, and Mirrors	- Replace as and when determined by the Shire.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Vinyl Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Wooden Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean, maintained and repair.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Sealing and Polishing during the last three months of the term of the lease if vacating.</li> </ul>
Tiled Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Strip and seal during the last three months of the term of the lease if vacating.</li> </ul>
Concrete Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	- Remove any irreparable items.	- Shall maintain, replace, repair and clean any plumbing.

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Keep and maintain waste drains.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines.</li> <li>- Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Capital repair or replacement.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all air-conditioning fittings &amp; fixtures.</li> <li>- All maintenance and servicing of air-conditioning and mechanical services (which includes without limitation refrigeration, heating and mechanical ventilation) exclusively servicing the Premises must be carried out at the Lessee's expense and in strict accordance with manufacturer's recommendation.</li> <li>- The Lessee must provide to the Shire, upon request, details, and evidence of current servicing arrangements.</li> </ul>



## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all electrical fittings &amp; fixtures.</li> <li>- The tenant must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased /licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising, and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access /walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.</li> <li>- Removal of rubbish at tenants' expense.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		garbage, refuse, waste matter, oil, or other pollutants. - Report any pollution, contamination, or suspected pollution /contamination to the land to the Shire promptly. - If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.
Bore's and Pump's	- Arrange annual inspection and determining the schedule for maintenance and repair.	- Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Lighting Towers	- Arrange servicing and maintenance of poles and electrical.	- Arrange and Replace Globes. - Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Playing Surfaces	- Repair and replace. - If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement. - At request of tenant, will submit building insurance claim on behalf of tenant.	- Always keep clean and clear. - Maintain/Cleaning regularly in accordance with use. - Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.

## CATEGORY FOUR (4) GOVERNMENT AGENCIES

SCHEDULE OF MAINTENANCE		
MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance inspections.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance service.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairs and cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal and external vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a building insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage. Lost or replacement keys after first stock issue will be at the tenant's expense.</li> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs</li> <li>- Once during the last three months of the term of the lease, repaint the interior of the premises with a minimum of two coats of good quality paint (in a colour approved by the Shire) to a tradesman like finish.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, maintained and repair.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Sealing and Polishing during the last three months of the term of the lease if vacating.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Strip and seal during the last three months of the term of the lease if vacating.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items. Undertake capital renewal as and when determined by the Shire. Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean any plumbing.</li> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Keep and maintain waste drains.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines. Service records to be logged and passed onto Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items. Undertake capital renewal as and when determined by the Shire. Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Capital repair or replacement.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair and clean all air-conditioning fittings &amp; fixtures.</li> <li>- All maintenance and servicing of air-conditioning and mechanical services (which includes without limitation refrigeration, heating and mechanical ventilation) exclusively servicing the premises must be carried out at the Lessee's expense and in strict accordance with manufacturer's recommendation.</li> <li>- The Lessee must provide to the Shire, upon request, details, and evidence of current servicing arrangements.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all electrical fittings &amp; fixtures.</li> <li>- The tenant must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> </ul>



## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required. If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased/licenced area to the satisfaction of the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Conduct regular mowing of grassed/green areas, fertilising and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access/walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> <li>- Reimburse the Shire for car park line marking as required.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, replacement, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire. Removal of rubbish at tenants' expense.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants.</li> <li>- Report any pollution, contamination, or suspected pollution/contamination to the land to the Shire promptly.</li> <li>- If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.</li> </ul>
Bore's and Pump's	<ul style="list-style-type: none"> <li>- Arrange annual inspection and determining the schedule for maintenance and repair.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Lighting Towers	<ul style="list-style-type: none"> <li>- Arrange servicing and maintenance of poles and electrical.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange and Replace Globes.</li> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Playing Surfaces	<ul style="list-style-type: none"> <li>- Repair and replace. If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Maintain/Cleaning regularly in accordance with use.</li> <li>- Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>

DRAFT

# APPENDIX A



## ANNUAL COMMUNITY GROUP HEALTH CHECK Property Management Framework

### COMMUNITY GROUP DETAILS

Group Name			
Postal Address			
Street Address			
Incorporation Number		Incorporation Date	
ABN		Group operation ( <i>in years</i> )	
Website Address			
Facebook Details			
Date of AGM (Approx.)			

### OPERATIONAL DETAILS

What is the main activity of your group? (*e.g. Playgroup, Sporting Group -Tennis, Community Garden*)

--	--	--	--

Is your group incorporated?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your group registered for GST?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does your group have paid workers?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your group affiliated with any State or National Associations/ peak body?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If yes, please list the peak bodies with which your group is affiliated.

--	--	--	--

Does your Group have a Liquor Licence?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

### EXECUTIVE COMMITTEE MEMBERS

President Name			
Secretary Name			
Treasurer Name			

## COMMUNITY GROUP CONTACTS

Primary Contact Name			
Email		Phone	
Secondary Contact Name			
Email		Phone	

## MEMBERSHIP NUMBERS

*What were your membership numbers last year?*

Junior Males	
Junior Females	
<b>Total Juniors</b>	
Senior Males	
Senior Females	
<b>Total Seniors</b>	
Social Members*	
<b>Total Members</b>	

*\*Social members are those that have a membership with the group that is not for competition/ participation purposes, but more for supporters of the community group.*

What percentage of your members reside within the Shire of Donnybrook Balingup? **	%
--	---

*\*\*Please note that your group is required to submit a detailed breakdown of membership (including postcodes) with your Health Check.*

## COMMITTEE MANAGEMENT

*What steps do you take to manage your committee effectively?*

1. Does your community group have role descriptions for committee positions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group use resource's such as information packs and templates to assist committee members to carry out their duties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Does your group meet at least three (3) times a year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Does your group have a succession plan for replacement of your committee?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does your group mostly get enough committee members?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Does your community group have a constitution?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. Does your community group have a Strategic Plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Does your group maintain at least \$20 million public liability insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Does your group refer to its constitution in the management of the group?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Has your group reviewed its constitution in the last five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### FINANCIAL MANAGEMENT

*What does your group do to manage its financial resources?*

1. Does your group prepare an annual budget?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group stick to this budget, using it to make day-to-day decisions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Does your committee receive regular financial reports from the group treasurer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Is this regular financial report included in your minutes for your members to view?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does your group prepare an annual financial report in accordance with the <i>Associations Incorporation Act 2015</i> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Do members of your community group know where to find copies of plans and policies?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Does your community group have formal meeting procedures?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Does your group have an up-to-date Risk Management Plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### ASSOCIATIONS ACT 2015 COMPLIANCE

*Does your group comply with this list of key obligations of associations under the Associations Act 2015?*

1. Does your group have at least six (6) members with full voting rights?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group hold their AGM within six months after the end of the association's financial year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Are the annual accounts prepared and presented to members at each AGM?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. Are the groups accounting records kept in such a way that true and fair accounts of the association can be prepared from time to time according to the requirements for the association's financial reporting Tier?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Is an up-to-date members' register maintained and made available to any member to inspect and copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Are a copy of the group's rules provided to each member when they join the association?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Are the rules of the association kept up-to-date and made available to any member to inspect and copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Is a list of committee members and office bearers, together with their residential, postal, business or email address maintained and made available to any member to access or copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. Does your group retain financial records for at least seven (7) years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Do your rules state the minimum number of people required for a meeting to be valid? (A quorum)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

### VOLUNTEER MANAGEMENT

*Does your group practice effective volunteer management? (This section also applies to paid officials such as referees.)*

1. Does your group mostly get enough volunteer members to meet your needs?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Does your group mostly get enough officials to meet your needs? E.g., referees/ coaches	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Does the group have a formal Volunteer Management Plan which identifies volunteer needs and how your group seeks to address those needs?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Does your community group have volunteer protection insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Does the group provide formal job descriptions for volunteer positions?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

### FINANCIAL SUSTAINABILITY

*Financial Sustainability - What action does your group take to enhance its financial sustainability?*

1. What are your current membership fees?	
Senior Member	\$

Junior Member	\$
Social Member	\$
Other Member	\$
2. In the last financial year, what was the groups' overall income from membership fees?	\$
3. How much of the income from the above-mentioned membership fees is paid to a peak body?	\$ or %
4. Do you receive an annual subsidy from a peak body or the Shire (Not including Shire grant funding)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. How much income was set aside for the future Development/Improvements of your group last financial year?	\$ or %
6. Has the group been in financial distress at any time in the last three years e.g., have trouble paying bills or affording necessary repairs, upgrades, or expenses?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. In the last financial year did your group seek out additional income streams? <i>(Select all that apply)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sports Tourism	Yes <input type="checkbox"/> No <input type="checkbox"/>
Events	Yes <input type="checkbox"/> No <input type="checkbox"/>
Social Competitions	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sponsorship	Yes <input type="checkbox"/> No <input type="checkbox"/>
Kiosk sales	Yes <input type="checkbox"/> No <input type="checkbox"/>
Grants	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other (please specify below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. If you answered <u>no to all</u> the additional income streams above, please indicate why?	
<input type="checkbox"/> We don't have the recourses needed to seek additional income <input type="checkbox"/> We don't wish to seek any additional income <input type="checkbox"/> Our facility/building doesn't allow for us to generate additional income <input type="checkbox"/> Other (please specify)	



## ASSOCIATED DOCUMENTS CHECKLIST

Please only provide information relating to the maintenance and document checklist if you currently have a lease or licence with the Shire.

**Maintenance** - All maintenance has been completed in accordance with the requirements of the lease.

**Membership** - A list detailing the suburb of residence for your current members has been submitted.

**Insurance** - A copy of the Certificate of Currency for any insurance held for the club/group has been submitted.

**AGM Minutes** – A copy of the minutes from your last AGM.

**Finances** - A copy of your club/groups audited financial statements has been submitted.

**Fees and Charges** - The fees and charges associated with hiring your facility have been submitted.

**Incorporation** - A copy of the group's incorporation certificate is attached.

**Liquor Licence** – A copy of the groups up to date Liquor Licence.

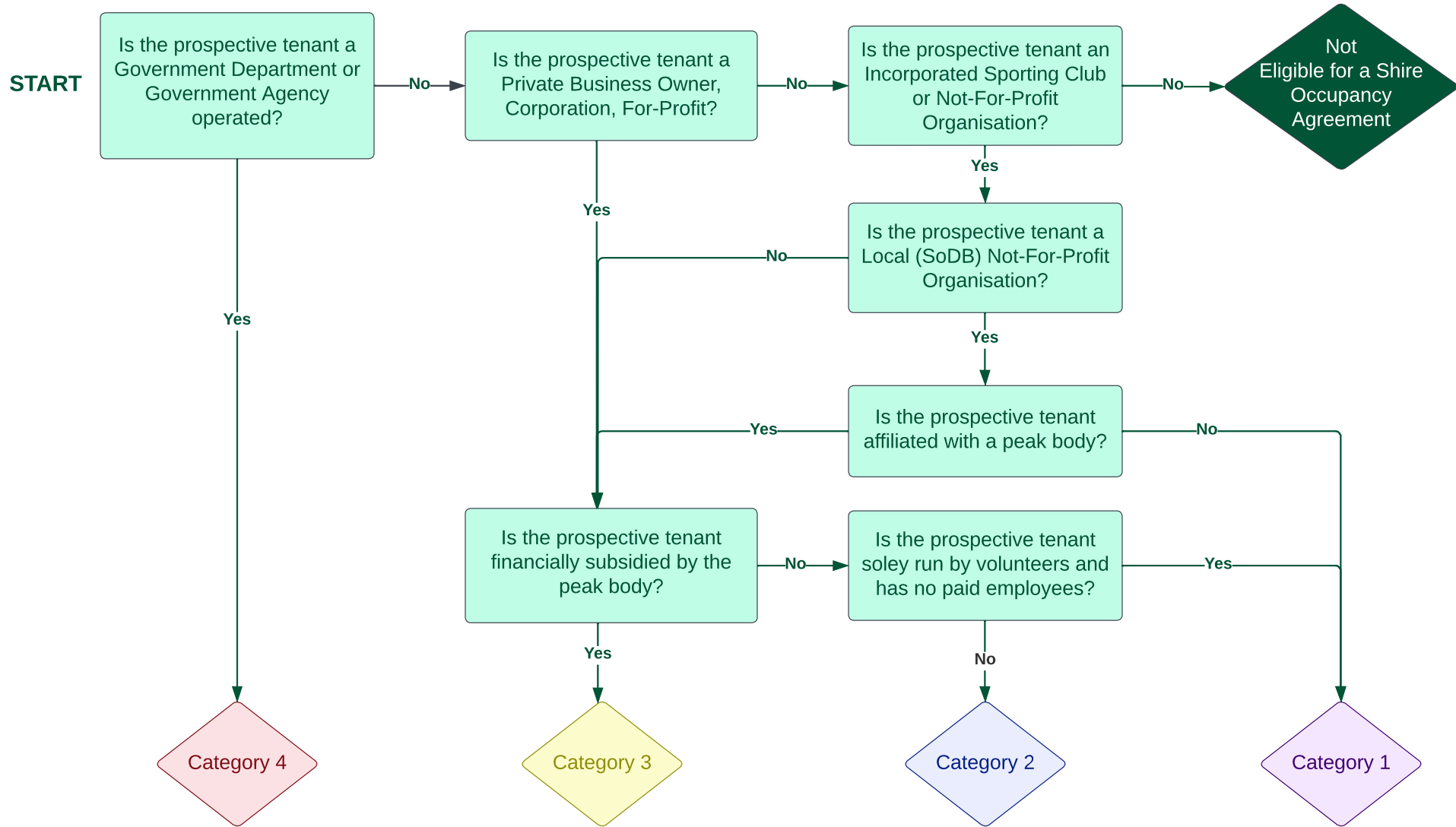
## DECLARATION

I submit this Health Check and associated documents on behalf of the group. I certify that I have been authorised to prepare and submit the Health Check and that the information provided is to the best of my knowledge true and correct.

Name				Signature			
Position				Date			
<b>SHIRE USE ONLY</b>							
File No.	L	PRO				Synergy #	
Tenant Category	1	2	3	4	Has the tenant category changed from last year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subsidy Score				Subsidy %			
Officer Signature				Date			

# APPENDIX B

## TENANT CATEGORY CLASSIFICATION FLOWCHART Property Management Framework



The prospective tenant must lodge, a constitution with the Association's Branch of the DMIRS and apply for an ABN.

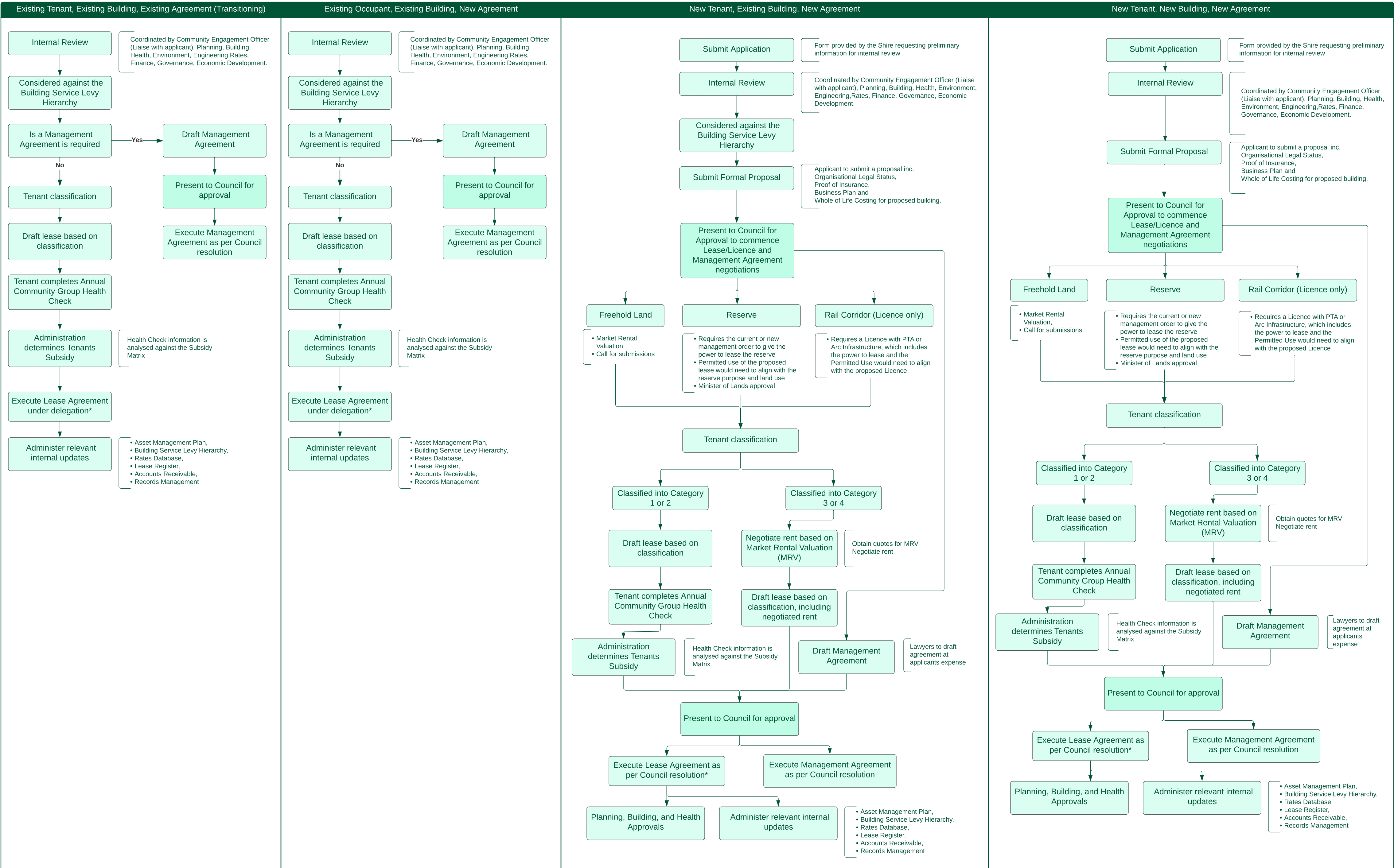
**COMMUNITY BENEFIT SUBSIDY MATRIX**  
Property Management Framework

SUBSIDY CATEGORIES - (SELECT 1 OPTION ONLY FROM EACH CATEGORY)													
Measure	Community Benefit	Membership Numbers	Membership Locality	Committee Management	Financial Management	Compliance Associations Act	Volunteer Management	Financial Sustainability - Memberships	Financial Sustainability - Forward Planning	Financial Sustainability - Additional Income	Group Financial Sustainability	Revenue ability from facility	Multiuse of the facility
Option 1	Does the service provided by the group link into the objectives/outcomes in the Council Plan? <b>(4 Points)</b>	What size is the group's membership base? <b>(4 Points)</b>	How much of the group is located within SoDB? <b>(4 Points)</b>	How well does the group manage their committee? <b>(4 Points)</b>	How well does the group manage its financial resources? <b>(4 Points)</b>	How well does the group comply with key obligations required under the Associations Act 2015? <b>(4 Points)</b>	How is the group's volunteer management? The group meets the following requirements: <b>(4 Points)</b>	What action does the group take to enhance its financial sustainability? <b>(4 Points)</b>	In the last financial year, did the group set aside funds for future development/improvements to benefit their group? <b>(4 Points)</b>	In the last financial year did the group seek out additional income streams? <b>(4 Points)</b>	Does the group receive financial support from peak bodies or the Shire? <b>(4 Points)</b>	Can the group make income from the facility? <b>(4 Points)</b>	Is the facility shared with another group? <b>(4 Points)</b>
Option 2	The service provided links to the objectives/outcomes in the Council Plan. <b>(4 Points)</b>	Large membership base (61+ Members) <b>(4 Points)</b>	76% to 100% <b>(4 Points)</b>	Answered yes to ALL (10) <b>(4 Points)</b>	Answered yes to ALL (8) <b>(4 Points)</b>	Answered yes to ALL (10) <b>(4 Points)</b>	<ul style="list-style-type: none"> <li>Has enough volunteers to meet group needs; and</li> <li>Volunteers are insured; and</li> <li>Volunteers have PD's for their roles; and</li> <li>The group has a volunteer management plan.</li> </ul> <b>(4 Points)</b>	The group demonstrates an affordable membership regime which allows for many memberships. <b>(4 Points)</b>	The group sets funds aside for the future development / improvements of its club. <b>(4 Points)</b>	The group would like to make additional income, but doing so is out of their control. (Proof provided) <b>(4 Points)</b>	The group does not receive any subsidies from a peak body. <b>(4 Points)</b>	No limited or no ability to make income from the facility <b>(4 Points)</b>	Yes, for a minimum of 1 day per week <b>(4 Points)</b>
Option 3	The service provided does not link to the objectives/outcomes in the Council Plan, but does provide significant benefit to the broader community which is considered to reduce the burden on the Shire's budget <b>(3 Points)</b>	Medium sized Membership base (21 to 60 Members) <b>(3 Points)</b>	51% to 75% <b>(3 Points)</b>	Answered yes to 6 - 8 <b>(3 Points)</b>	Answered yes to 4 - 6 <b>(3 Points)</b>	Answered yes to 6 - 8 <b>(3 Points)</b>	<ul style="list-style-type: none"> <li>Has enough volunteers to meet group needs; and</li> <li>Volunteers are insured; and</li> <li>Volunteers have PD's for their roles.</li> </ul> <b>(3 Points)</b>	The group demonstrates an expensive membership regime which limits memberships. <b>(2 Points)</b>	The group <b>does not</b> set funds aside for the future development / improvements of its club. <b>(0 Points)</b>	The group actively seeks ways to make additional income. <b>(4 Points)</b>	The group receives an annual subsidy from a peak body or financial support from the Shire (Not including Shire grant funding). <b>(0 Points)</b>	Yes, minimal ways to generate income. (Room hire) <b>(2 Points)</b>	No <b>(0 Points)</b>
Option 4	The service provided does not link to objectives/outcomes in the Council Plan, but does provide a localised benefit to the community which is considered to reduce the burden on the Shire's budget <b>(2 Points)</b>	Small Membership base (0 to 20 Members) <b>(2 Points)</b>	26% to 50% <b>(2 Points)</b>	Answered yes to 3 - 5 <b>(2 Points)</b>	Answered yes to 3 or less <b>(2 Points)</b>	Answered yes to 3 - 5 <b>(2 Points)</b>	<ul style="list-style-type: none"> <li>Has enough volunteers to meet group needs; and</li> <li>Volunteers are insured.</li> </ul> <b>(2 Points)</b>			The group is not actively seeking ways to make additional income, but is able to do so. <b>(0 Points)</b>		Yes, multiple ways to generate income. (Bar, kitchen, room hire) <b>(0 Points)</b>	
Option 5	The service provided is generally not within the field of local government, however there is a direct local community benefit. <b>(1 Point)</b>		Up to 25% <b>(1 Point)</b>	Answered yes to 2 or less <b>(1 Point)</b>		Answered yes to 2 or less <b>(1 Point)</b>	Has volunteer insurance <b>(1 Point)</b>						
Score							Has enough volunteers to meet group needs but no volunteer insurance. <b>(0 Points)</b>						
												<b>Total:</b>	<b>0</b>

22/23 Minimum GRV	\$ 1,421.00
Maximum Subsidy	95%
Maximum Points	52

Subsidy Benefit Score	0%
Subsidy Benefit Credit	\$ -
Rent Payable	\$ 1,421.00

OCCUPANCY AGREEMENT PROCESS  
Property Management Framework



\*All leases and licences will be advertised as per Sections 3.58 and 3.59 of the Local Government Act 1995, and Regulation 30 of the Local Government (Functions and General) Regulations 1996



## COUNCIL POLICY EXE/CP-11 PROPERTY MANAGEMENT

### STRATEGIC OUTCOME SUPPORTED: 13 – Increased community capacity.

#### 1. OBJECTIVE

- 1.1. The Shire has a number of properties which are used by a range of community organisations, sport and recreation clubs or associations, government agencies and commercial entities through a lease, licence, management agreement or other similar arrangement. This policy outlines the overarching objectives with regards to the management of these properties.

#### 2. SCOPE

- 2.1. This policy applies to the leasing, licencing, and management of Shire of Donnybrook properties. This includes leases, licences and management agreements held by community groups, organisations, sporting clubs, commercial entities, and government agencies.
- 2.2. This does not apply to regular or occasional hire of facilities for the purpose of programs, events, and activities.
- 2.3. This policy does not apply to the leasing of residential properties.

#### 3. DEFINITIONS

- 3.1. **Lease** means a right granted by the owner of land for an occupant to have the exclusive use of that land for a specified period of time in exchange for an agreed rental payment.
- 3.2. **Licence** means an agreement that does not provide for exclusive use of a facility or premises beyond the specified times of access, so no 'interest' in the land is created. Licences are usually used in cases where the facility or premises is shared by several groups, rather than lease agreements.
- 3.3. **Management Agreement** means a contractual arrangement between the Shire and a tenant that outlines the terms and conditions associated with usage. The terms and conditions are not standard and are negotiated between the two parties.

#### 4. POLICY STATEMENT

- 4.1. The Shire's Property Management Framework (Framework) has been established to ensure equitable methodology for calculating annual lease and licence fees and detail the standard lease and licence terms and conditions for different types of tenants. The Shire has considered the community benefit in developing this methodology, which includes an incentive to support the provision of valued services to the community.
- 4.2. The Shire is committed to providing a fair, consistent, and transparent approach to the leasing, licencing, and management of Shire properties. The Shire acknowledges that there are a range of tenants and uses, many of which provide valued community benefits.

- 4.3. The Shire's property management objectives are:
- a. To meet Objective 13.1 of Council Plan's to *'Enable community organisations and community champions to deliver services and projects to meet local needs'*, by developing a standardised community lease for community and sporting groups (Priority Project 13.1.1); and
  - b. To establish and clarify a common set of responsibilities and costs with parity between leases/tenants; and
  - c. To ensure transparency and equity, all financial and in-kind subsidisation by Council will be recognised where Shire owned, and managed properties are used to meet demonstrated community needs; and
  - d. To establish manageable governance and administration for both the tenant and the Shire; and
  - e. To enable innovation, capacity building and revenue opportunities for leases/tenants; and
  - f. To ensure sustainable Shire owned and managed properties, effective asset management and demonstrated sound financial management will be prioritised.
- 4.4. Pursuant to Council resolution 116/21 from the Special Council Meeting held on 12 July 2021; Sporting groups associated with the Donnybrook Community, Sporting, Recreation and Events Precinct Project will not receive a fee increase (except for CPI increments) for a period of five (5) years from practical completion. These associated groups are:
- a. Donnybrook Football Club; and
  - b. Donnybrook Tennis Club; and
  - c. Donnybrook Men's Hockey Club; and
  - d. Donnybrook Ladies Hockey Club; and
  - e. Donnybrook Netball Club; and
  - f. Donnybrook Amateur Basketball Association.

### **Rental Subsidy**

- 4.5. Eligible groups awarded a subsidy on their rent, based on the Community Benefit Matrix will be capped at 95%.
- 4.6. Tenants will not be offered a rent subsidy unless they are categorised under this Framework, by completing an Annual Health Check.

### Existing Tenancy Transition

- 4.7. Existing tenants will be required to move over to the new Framework to ensure consistency and equity between all leases.
- 4.8. Existing Commercial leases are not required to change until such time as their current agreement expire (including all further terms).

## 5. DELEGATION AND AUTHORISATION

- 5.1. Delegation 1.2.21 Disposing of Property
- 5.2. Minor changes, as deemed necessary by the Chief Executive Officer, may be made to the Property Management Framework.

## 6. LEGISLATION

- 6.1. *Commercial Tenancy (Retail Shops) Act 1985*
- 6.2. *Land Administration Act 1997*
- 6.3. *Local Government Act 1995*

## 7. POLICY VERSION

Current Policy Version Details					
<b>Related Policies:</b>	NIL				
<b>Related Procedure:</b>	NIL				
<b>Responsible Department:</b>	Executive Services				
<b>Reviewer:</b>	Governance Coordinator				
<b>Review Frequency:</b>	Triennial	<b>Next Due:</b>	2026		
<b>Version Date:</b>		<b>Decision Reference:</b>		<b>Synergy #:</b>	
<b>Version Synopsis:</b>	Initial creation of policy				
Previous Policy Version Details					
<b>Initial Adoption Date:</b>		<b>Decision Reference:</b>			
<b>Version Date:</b>		<b>Decision Reference:</b>	213/21	<b>Synergy #:</b>	
<b>Version Synopsis:</b>					



## COUNCIL POLICY EXE/CP-1 COMMERCIAL LEASE

**STRATEGIC OUTCOME SUPPORTED: 6 - The built environment is responsibly planned and well maintained.**

### SUNSET CLAUSE

This policy applies to the following Commercial Lease agreements. When the following lease agreements expire this policy will be exhausted.

Lessee	Property Address	Expiry of last Further Term
Donnybrook & Capel Districts Community Financial Services Limited	70 (Lot 58) South Western Highway, Donnybrook	30 June 2023
Ruso Pty Ltd	Reserve 37474 known as Lot 5343 on Deposited Plan 184608 Title LR3080 Folio 495	12 August 2024
Sonic Healthcare Limited	Lot 501 on Deposited Plan 72099 being the whole of the land comprised in Crown Land Title LR3025 Folio 517, being Reserve 52021	30 September 2024
Dental Corporation Pty Ltd (BUPA)	Portion of Lot 20, 116A South Western Highway, Donnybrook WA 6239	31 May 2026
Donnybrook Medical Centre	41 Bentley Street, Donnybrook WA - Lot 501 on Deposited Plan 72099 being the whole of the land comprised in Crown Title LR3025 Folio 517, being Reserve 52021	30 June 2026
Windy Arbor Pty Ltd	Lot 597 Collins Street, Donnybrook (Reserve 47814)	7 June 2031
Great Southern Care Company Pty Ltd (Hall & Prior)	Lot 502 on Deposited Plan 72099, being the whole of the land in Certificate of Crown Land Title Volume LR3025 Folio 518 and known as 30 Allnutt Street, Donnybrook WA	27 June 2042

The Commercial Lease policy will be exhausted after the expiry after 27 June 2042, as per council resolution from the Ordinary Council Meeting 22 March 2023.

***INSERT COUNCIL RESOLUTION HERE***

### 1. OBJECTIVE

- 1.1. The purpose of this policy is to provide a consistent, equitable and simple approach to dealing with commercial lease negotiations.



## **2. SCOPE**

2.1. This policy applies to all commercial leases for Shire owned premises.

## **3. DEFINITIONS**

3.1. **MV** means Market Valuation

## **4. POLICY STATEMENT**

4.1. Lease agreements between the Shire of Donnybrook Balingup and a commercial entity will be established in accordance with this policy.

### **Commercial Lease Rent Methodology**

4.2. Commercial rent will be based on the market valuation (MV) obtained from an independent certified valuer. Rent will be reviewed annually in accordance with the Perth Consumer Price Index adjustments as stated in the lease. At the commencement of this policy rent will be phased in.

### **Phasing in - Existing lessee, new lease, MV at least 10% above current rent amount**

4.3. Where:

- a. There is an existing lessee at the premises; and
- b. a new lease is being prepared; and
- c. the current MV is at least 10% above the current rent amount.

4.4. Rent shall increase in equal increments over a three-year period to bring it up to the current MV. After the third year the rent will be reviewed annually in accordance with Consumer Price Index adjustments as stated in the Standard Commercial Lease.

### **Phasing in - Existing lessee, new lease, MV less than 10% below current rent amount**

4.5. Where:

- a. There is an existing lessee at the premises; and
- b. a new lease is being prepared; and
- c. the current rent amount is less than 10% below the current MV.

4.6. Rent shall increase to the current MV for the first year and will be reviewed annually in accordance with the Perth Consumer Price Index adjustments as stated in the Standard Commercial Lease.

### **Lease Terms**

4.7. Terms are to be negotiated by the Chief Executive Officer in accordance with current market conditions with a minimum five-year term for the first term.

4.8. Leases terms for retail shops will be in accordance with the *Commercial Tenancy (Retail Shops) Act 1985*.

### **Lease Renewals**

- 4.9. Whenever premises become available, an MV will be obtained, and Expressions of Interest will be sought for commercial lessees.
- 4.10. Where there is an existing lessee at the premises and the lease has expired with no further options, an MV will be obtained, and they will be given the first option of renewal for a new lease.

### **Standard Commercial Lease**

- 4.11. Any new commercial lease, or renewal of an existing lease, shall be based on the Shire's 'Standard Commercial Lease' incorporating the requirements in this policy.
- 4.12. Any variations to the Standard Commercial Lease will be detailed in an Item in the Schedule (Additional Terms and Covenants) of the lease document.
- 4.13. Minor changes, as deemed necessary by the Chief Executive Officer, may be made to the Standard Commercial Lease.

### **Costs**

- 4.14. Commercial leases will be drafted by the Shire's solicitors, 100% of all legal costs incurred will be paid for by the lessee unless the lease is being prepared for a retail shop in which case the Shire will bear all costs in accordance with section 14B *Commercial Tenancy (Retail Shops) Act 1985*.
- 4.15. The costs of obtaining a market valuation in accordance with section 3.58(3)(a) of the *Local Government Act 1995* for the initial lease rental assessment and during the term of the lease for rent reviews will be split 50:50 between the Shire and lessee.

## **5. DELEGATION AND AUTHORISATION**

- 5.1. 1.2.20 Disposing of Property.

## **6. LEGISLATION**

- 6.1. *Legislation typed in italics Local Government Act 1995*
- 6.2. *Commercial Tenancy (Retail Shops) Act 1985*
- 6.3. *Land Administration Act 1997*

# COUNCIL POLICY EXE/CP-1 COMMERCIAL LEASE



## 7. POLICY VERSION

<b>Related Policies:</b>	EXE/CP- 4- Document Execution and Application of Common Seal				
<b>Related Procedure:</b>	Nil				
<b>Responsible Department:</b>	Executive Services				
<b>Reviewer:</b>	Governance Coordinator				
<b>Review Frequency:</b>	NIL	<b>Next Due:</b>	2042	<b>Version Date:</b>	8/03/2023
<b>Policy Version Details</b>					
No.	Version Synopsis:	Version Decision Date:	Decision Reference:	Synergy #:	
1	Initial adoption of policy	25/11/2020	176/20	Nil	
2	Amendment to the phasing in 1.2.1 MV at least 10%..., 1.1.2 MV less than 10%..., clause 4 "Standard Community Lease" changed to "Standard Commercial Lease".	24/02/2021	25/21	NPP6689	
3	Reformatted and renumbered Sunset clause added	[DD/MM/YY]	[###/YY]	[Record #]	

DRAFT



## Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023

### 1.2.21 Disposing of Property

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.58(2) & (3) Disposing of Property <i>Local Government (Functions and General) Regulations 1996:</i> R.30 Dispositions of property excluded from Act s.3.58
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to dispose of property to: <ol style="list-style-type: none"> <li>(a) to the highest bidder at public auction [s.3.58(2)(a)].</li> <li>(b) to the person who at public tender called by the local government makes what is considered by the delegate to be, the most acceptable tender, whether or not it is the highest tenders [s.3.58(2)(b)]</li> </ol> </li> <li>2. Authority to dispose of property by private treaty only in accordance with section 3.58(3) and prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].</li> <li>3. Authority to dispose of property, that is prescribed as exempt from the provisions of s.3.58: <ol style="list-style-type: none"> <li>(a) disposal of land to an adjoining owner, where the market value is less than \$5000 and the delegate has determined that the land would not be of benefit to anyone other than the adjoining owner. [F&amp;G.r.30(2)(a)]</li> <li>(b) disposal of land, by lease, to an employee of the local government for use as the employee's residence [F&amp;G.r.30(2)(d)].</li> <li>(c) disposal of land, by lease, for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land. [F&amp;G..r.30(2)(e)]</li> <li>(d) disposal of land, by lease, of a residential property to a person for residential purposes [F&amp;G.r.30(2)(f)].</li> <li>(e) disposal of property (other than land / buildings), where the property is disposed within 6 months after it has been unsuccessfully put out to auction, public tender or private treaty via State-wide public notice [F&amp;G.r.(2A)]</li> </ol> </li> </ol>

# Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<p>(f) disposal of property, other than land / buildings, where the market value is determined as less than \$20,000. [F&amp;G r.30(3)(a)]</p> <p>(g) disposal of property, other than land / buildings, where the entire consideration received for the disposal is used to purchase other property AND the total value of the other property is not more, or worth more, than \$75,000. [F&amp;G.r.30(3)(b)].</p>
<p><b>Council Conditions on this Delegation:</b></p>	<p>a. In accordance with Council policies.</p> <p>b. Any disposals under this delegation are to be reported to Council quarterly.</p> <p>c. Items with a value of \$1,000 (excluding GST) or less can be sold without calling for expressions of interest or advertising.</p> <p>d. Disposal of land or building assets is limited to matters specified in the Annual Budget and in any other case, a Council resolution is required.</p> <p>e. In accordance with s.5.43, disposal of property, for any single project or where not part of a project but part of a single transaction, is limited to a maximum value of \$10,000 (excluding GST) or less.</p> <p>f. When determining the method of disposal:</p> <ul style="list-style-type: none"> <li>• <b>Where a public auction is determined</b> as the method of disposal: <ul style="list-style-type: none"> <li>i. Reserve price has been set by independent valuation.</li> <li>ii. Where the reserve price is not achieved at auction, negotiation may be undertaken to achieve the sale at up to a -10% variation on the set reserve price.</li> </ul> </li> <li>• <b>Where a public tender is determined as</b> the method of disposal and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method and if so, must determine not to accept any tender and use an alternative disposal method.</li> <li>• <b>Where a private treaty is determined</b> [s.3.58(3)] as the method of disposal, authority to: <ul style="list-style-type: none"> <li>i. Negotiate the sale of the property up to a -10% variance on the valuation; and</li> <li>ii. Consider any public submissions received and determine if to proceed with the disposal, ensuring that the reasons for such a decision are recorded.</li> </ul> </li> </ul> <p>g. A disposal under Functions and General Regulations 30(2)(a),(f), (2A) or (3)(a),(b), the disposal method selected must obtain a best value outcome for the Local Government.</p>



# Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<p>h. Where the market value of the property is determined as being less than \$20,000 (F&amp;G r.30(3) excluded disposal) may be undertaken:</p> <ul style="list-style-type: none"><li>• Without reference to Council for resolution; and</li><li>• In any case, be undertaken to ensure that the best value return is achieved however, where the property is determined as having a nil market value, then the disposal must ensure environmentally responsible disposal.</li></ul> <p>i. The Chief Executive Officer is authorised to affect the renewal of leases and agreements, service level agreements or written arrangements in place between Council and third parties, where;</p> <ul style="list-style-type: none"><li>• There is no significant change proposed to the terms and conditions of the lease/agreement; and</li><li>• The lease/agreement must include provisions for further renewal within the document.</li></ul> <p><b>PROPERTY MANAGEMENT FRAMEWORK</b></p> <p>j. The Chief Executive Officer is authorised to approve and execute any new lease and licence agreements, or variation, extension, assignment, or sub-lease in respect to a <i>Category One (1) – Small community groups</i> or <i>Category Two (2) - Sporting clubs, community groups and organisations</i> tenant, pursuant to the adopted Property Management Framework, where:</p> <p>i. The community/sporting group or organisation is currently occupying a Shire building, or building on Shire owned or managed land; and</p> <p>ii. The terms and conditions of any lease or licence agreement must be in accordance with the terms and conditions approved by Council as set out in the Property Management Framework.</p> <p><i>Any new applications for Category One (1) – Small community groups, or Category Two (2) - Sporting clubs, community groups and organisations, not currently occupying a Shire building, or building on Shire owned or managed land, will require a specific resolution of Council.</i></p> <p><i>The delegation does not extend to Category Three (3) - Commercial entities, state and national clubs, associations, and community organisations, or Four (4) - Government agencies, pursuant to the adopted Property Management Framework. Any leases or licences in accordance with Category Three (3) or Four (4) will require a specific resolution of Council.</i></p> <p>iii. The Chief Executive Officer is authorised to approve and execute the renewal of Commercial leases in place between Council and third parties, where:</p> <p>a. There is no significant change proposed to the terms and conditions of the lease/agreement; and</p>
--	---

# Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<ul style="list-style-type: none"><li>b. The lease/agreement has provided for the further term within the document; and</li><li>c. The lease has not been transitioned to the adopted Property Management Framework.</li></ul>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees



## Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023

Shire of  
Donnybrook Balingup

## 1.2.21 Disposing of Property

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.58(2) & (3) Disposing of Property <i>Local Government (Functions and General) Regulations 1996:</i> R.30 Dispositions of property excluded from Act s.3.58
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to dispose of property to: <ol style="list-style-type: none"> <li>(a) to the highest bidder at public auction [s.3.58(2)(a)].</li> <li>(b) to the person who at public tender called by the local government makes what is considered by the delegate to be, the most acceptable tender, whether or not it is the highest tenders [s.3.58(2)(b)]</li> </ol> </li> <li>2. Authority to dispose of property by private treaty only in accordance with section 3.58(3) and prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].</li> <li>3. Authority to dispose of property, that is prescribed as exempt from the provisions of s.3.58: <ol style="list-style-type: none"> <li>(a) disposal of land to an adjoining owner, where the market value is less than \$5000 and the delegate has determined that the land would not be of benefit to anyone other than the adjoining owner. [F&amp;G.r.30(2)(a)]</li> <li>(b) disposal of land, by lease, to an employee of the local government for use as the employee's residence [F&amp;G.r.30(2)(d)].</li> <li>(c) disposal of land, by lease, for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land. [F&amp;G..r.30(2)(e)]</li> <li>(d) disposal of land, by lease, of a residential property to a person for residential purposes [F&amp;G.r.30(2)(f)].</li> <li>(e) disposal of property (other than land / buildings), where the property is disposed within 6 months after it has been unsuccessfully put out to auction, public tender or private treaty via State-wide public notice [F&amp;G.r.(2A)]</li> </ol> </li> </ol>

Formatted: Font: 11 pt

Formatted: Font: 11 pt


 (08) 9780 4200

 shire@donnybrook.wa.gov.au

 www.donnybrook-balingup.wa.gov.au

 PO Box 94, Donnybrook, 6239



## Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<p>(f) disposal of property, other than land / buildings, where the market value is determined as less than \$20,000. [F&amp;G r.30(3)(a)]</p> <p>(g) disposal of property, other than land / buildings, where the entire consideration received for the disposal is used to purchase other property AND the total value of the other property is not more, or worth more, than \$75,000. [F&amp;G.r.30(3)(b)].</p>
<p><b>Council Conditions on this Delegation:</b></p>	<p>a. In accordance with Council policies.</p> <p>b. Any disposals under this delegation are to be reported to Council quarterly.</p> <p>c. Items with a value of \$1,000 (excluding GST) or less can be sold without calling for expressions of interest or advertising.</p> <p>d. Disposal of land or building assets is limited to matters specified in the Annual Budget and in any other case, a Council resolution is required.</p> <p>e. In accordance with s.5.43, disposal of property, for any single project or where not part of a project but part of a single transaction, is limited to a maximum value of \$10,000 (excluding GST) or less.</p> <p>f. When determining the method of disposal:</p> <ul style="list-style-type: none"> <li>• <b>Where a public auction is determined</b> as the method of disposal: <ul style="list-style-type: none"> <li>i. Reserve price has been set by independent valuation.</li> <li>ii. Where the reserve price is not achieved at auction, negotiation may be undertaken to achieve the sale at up to a -10% variation on the set reserve price.</li> </ul> </li> <li>• <b>Where a public tender is determined</b> as the method of disposal and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method and if so, must determine not to accept any tender and use an alternative disposal method.</li> <li>• <b>Where a private treaty is determined</b> [s.3.58(3)] as the method of disposal, authority to: <ul style="list-style-type: none"> <li>i. Negotiate the sale of the property up to a -10% variance on the valuation; and</li> <li>ii. Consider any public submissions received and determine if to proceed with the disposal, ensuring that the reasons for such a decision are recorded.</li> </ul> </li> </ul> <p>g. A disposal under Functions and General Regulations 30(2)(a),(f), (2A) or (3)(a),(b), the disposal method selected must obtain a best value outcome for the Local Government.</p>

Formatted: Font: 11 pt

Deleted: ¶

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold



# Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<p>h. Where the market value of the property is determined as being less than \$20,000 (F&amp;G r.30(3) excluded disposal) may be undertaken:</p> <ul style="list-style-type: none"><li>• Without reference to Council for resolution; and</li><li>• In any case, be undertaken to ensure that the best value return is achieved however, where the property is determined as having a nil market value, then the disposal must ensure environmentally responsible disposal.</li></ul> <p>i. The Chief Executive Officer is authorised to affect the renewal of leases and agreements, service level agreements or written arrangements in place between Council and third parties, where:</p> <ul style="list-style-type: none"><li>• There is no significant change proposed to the terms and conditions of the lease/agreement; and</li><li>• The lease/agreement must include provisions for further renewal within the document.</li></ul> <p><b>PROPERTY MANAGEMENT FRAMEWORK</b></p> <p>i. <u>The Chief Executive Officer is authorised to approve and execute any new lease and licence agreements, or variation, extension, assignment, or sub-lease in respect to a Category One (1) – Small community groups or Category Two (2) - Sporting clubs, community groups and organisations tenant, pursuant to the adopted Property Management Framework, where:</u></p> <p>i. <u>The community/sporting group or organisation is currently occupying a Shire building, or building on Shire owned or managed land; and</u></p> <p>ii. <u>The terms and conditions of any lease or licence agreement must be in accordance with the terms and conditions approved by Council as set out in the Property Management Framework.</u></p> <p><u>Any new applications for Category One (1) – Small community groups, or Category Two (2) - Sporting clubs, community groups and organisations, not currently occupying a Shire building, or building on Shire owned or managed land, will require a specific resolution of Council.</u></p> <p><u>The delegation does not extend to Category Three (3) - Commercial entities, state and national clubs, associations, and community organisations, or Four (4) - Government agencies, pursuant to the adopted Property Management Framework. Any leases or licences in accordance with Category Three (3) or Four (4) will require a specific resolution of Council.</u></p> <p>iii. <u>The Chief Executive Officer is authorised to approve and execute the renewal of Commercial leases in place between Council and third parties, where:</u></p> <p>a. <u>There is no significant change proposed to the terms and conditions of the lease/agreement; and</u></p>
--	--

Formatted: Font: 11 pt

Formatted: Font: (Default) +Headings (Calibri Light)

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Formatted: Indent: Left: 1.41 cm, Numbered + Level: 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 2.86 cm + Indent at: 3.49 cm

Formatted: Indent: Left: 2.05 cm

Formatted: Indent: Left: 1.41 cm, Numbered + Level: 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 2.86 cm + Indent at: 3.49 cm

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: (Default) +Headings (Calibri Light)

Formatted: Indent: Left: 1.41 cm, Numbered + Level: 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 2.86 cm + Indent at: 3.49 cm

Formatted: Indent: Left: 1.66 cm, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.27 cm + Indent at: 1.9 cm

Formatted: Indent: Left: 2.3 cm



# Delegations Register 2023-2024

Shire of Donnybrook Balingup Current 4 August 2023



	<p><u>b. The lease/agreement has provided for the further term within the document; and</u></p> <p><u>c. The lease has not been transitioned to the adopted Property Management Framework.</u></p>
<b>Express Power to Sub-Delegate:</b>	<p>Local Government Act 1995: s.5.44 CEO may delegate some powers and duties to other employees</p>

**Formatted:** Indent: Left: 1.66 cm, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.27 cm + Indent at: 1.9 cm

**Formatted:** Indent: Left: 2.3 cm

**Formatted:** Indent: Left: 1.66 cm, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.27 cm + Indent at: 1.9 cm

**Deleted:** Items with a value of \$1,000 (excluding GST) or less can be sold without calling for expressions of interest or advertising. ¶  
Any disposals under this delegation are to be reported to Council quarterly.

**Formatted:** Font: 11 pt



(08) 9780 4200

shire@donnybrook.wa.gov.au

www.donnybrook-balingup.wa.gov.au

PO Box 94, Donnybrook, 6239

# PROPERTY MANAGEMENT FRAMEWORK

## THE BREAKDOWN



### CURRENT SITUATION

There is no guidance around the Shire's lease management which has led to disparity in occupancy agreements, resulting in a lack of clarity, on the terms, and conditions within the arrangements, rent, type of activity, or value to the community. This has led to historically inconsistent outcomes across the lease portfolio.



### TENANT CLASSIFICATION

To ensure clarity and consistency tenants will be classified into one of four categories; Community Groups, Organisations, Sporting Clubs, Commercial entities, and Government Agencies.



### ANNUAL HEALTH CHECK

Tenants will provide info about the membership numbers, committee and volunteer management, and financial management. This info will be used to calculate the rental subsidy.



### COUNCIL POLICY

The policy acts as the overarching document that outlines the primary objectives with regards to the management of Shire properties being used by external parties.



### CONTACT FOR MORE INFORMATION

If you would like to organise a one-on-one discussion session with the Shire for a more targeted information session, please contact Loren Clifford by emailing [Shire@donnybrook.wa.gov.au](mailto:Shire@donnybrook.wa.gov.au).



## SHIRE OF DONNYBROOK BALINGUP



### REVIEW OF SMALL BUSINESS GRANTS PROGRAM PILOT: 2022-23

#### 1. Background

Many local businesses are faced with a variety of external pressures on top of their day-to-day issues, which can restrict their growth and development. These include recruitment and retention problems, insecure or costly tenancies, low foot traffic, customers' changing needs and aspirations, and on-line shopping for goods and services.

The Shire investigated a range of strategies to support the local business community and one option was to create a small business grant fund. The provision of small business grants by Local Government has proven a popular way to support local businesses to grow and take the next step, thereby enhancing and developing the local economy. This reinforces the commitment of this Shire to engage and support businesses in our district, recognising that a strong and vibrant local economy is the foundation for a thriving, resilient and prosperous community.

The Shire's Principal Officer Economic Development designed a pilot scheme for small grants for local businesses which was launched on 15 May 2023, following identification of funding through the 2022-23 Shire Budget Annual Review in February/March 2023.

#### 2. Purpose and Objectives

The purpose of each business grant is to support a local business to carry out an area of business they would not ordinarily be able to do. That may be expanding their business, tackling recruitment issues, opening new income streams, providing a new service to the community, or being part of a larger project that attracts new investment to the area or other ways that benefit the local economy.

##### Objectives:

- Economic growth within the Shire.
- Business engagement and support towards business sustainability.
- Job creation and retention.
- Supporting entrepreneurship and innovation.
- Promoting local goods and services.
- Enhancing local competitiveness.

#### 3. Grant Criteria

##### Eligibility:

- Must have an ABN.
- Must be a micro, small or medium business.
- Social enterprises.
- Businesses which mainly operate within the Shire boundaries.
- Must have appropriate insurance and licenses.

## **Ineligibility:**

- Charities.
- Community organisations.
- Individuals.
- Businesses that mainly operate outside the Shire boundaries.
- Business operating costs e.g. wages, rent, utilities.

## **Examples of how grant funding may be used:**

- Business diversification – bringing new products to market, providing a new service, expansion.
- New business – a venture that will bring something new to the communities of Donnybrook Balingup
- Staff recruitment – innovative ways to recruit staff where usual methods have not been successful.
- Staff retention – training and upskilling existing staff.

## **4. Program Visibility**

The program was communicated primarily by word of mouth and contact by the Shire's Principal Officer Economic Development with local businesses. The Chamber of Commerce was also notified to ensure that eligible businesses were aware of the opportunity.

## **5. Application Process**

Businesses were requested to write or email the Principal Officer Economic Development, in the first instance, with their business idea setting out how it met the grant criteria and indicating the grant funding amount requested. Applicants were strongly encouraged to show how their idea would have a positive economic impact on the local area. As this was a pilot scheme, with a limited amount of funding, the emphasis was on ease of funding and making the process as user-friendly as possible. The Principal Officer Economic Development contacted each applicant to discuss their idea as part of the application process. The fund was open until all funding was allocated.

There have been a diverse range of businesses interested in the funding, including retail, cultural, production and manufacturing services, catering and photography. The program demonstrated that it was not simply about providing grants, but also about exploring other strategies for business growth and development.

Not all the businesses initially interested in applying followed through. Several were not 'shovel ready' but were assisted with links with other business supports to assist their ventures. It is anticipated that these businesses are likely to apply if a second round of grants is approved. Several businesses approached the Shire with commercial-in-confidence queries, with that privacy respected, noting to these potential applicants that any funding granted would then become public information.

The total fund available was \$30,000, with the expectation that most grants would fall within the range of \$2,000 to \$5,000 each.

## **6. Governance**

To aid the governance arrangements for the pilot program, an agenda item was presented to the June Ordinary Meeting of Council, where it was resolved:

**MOVED: Commissioner McGowan**

**That Council (the Commissioner):**

- 1. Note that the Chief Executive Officer will make a determination on grant approvals for the Small Business Grant Program Pilot where the value of the grant is \$5,000, or less.**
- 2. Note that the Chief Executive Officer will present a report and recommendation to the Council on grant applications for the Small Business Grant Program Pilot where the value of the grant is more than \$5,000.**
- 3. Note that the Chief Executive Officer will present a review of the Small Business Grants Program Pilot to Council, which may include continued funding consideration during 2023-24 and onwards.**

**CARRIED: Commissioner McGowan**

## **7. Assessment Process**

The Principal Officer Economic Development assessed each application against the criteria and made recommendation/s to the Chief Executive Officer. All applicants were recommended for funding (in part, or full).

The Chief Executive Officer approved the following grants, all being under \$5,000:

- Donnybooks - \$4,170 – purchase of equipment for bookbinding and embossing.
- The Hygge Farm - \$3,445.40 – training and equipment to enable neuro-diverse participants on farm activities.
- Silhouette Hair Design - \$4,087.32 – funds to bring new products, currently at the design stage, to market and for set-up of a private treatment room.
- Shag Brewing Company - \$4,401.75 - assistance towards a de-stoner to turn unwanted fruit produce into a value-added product.
- Balingup Veterinary Services - \$5,000 – contribution towards purchase of a portable X-Ray machine which costs \$14,846.70 in total.
- Nourish Me Up - \$4,257.50 – funds to shift business model from ‘shop front’ to ‘online’, includes website reconfiguration for online sales and for product delivery.

A total of \$25,361.97 was funded by the Shire, with a residual of \$4,638.03 being unallocated/unspent.

## **8. Reporting and Acquittal processes**

A simple acquittal form has been provided to the successful grant recipients. This form also requests the applicant for a review of the impact of the funds on their business.

## **9. Impact Assessment and Business Improvement**

At this stage, it appears that the goals of the program have aligned with the needs of local businesses. It has met its purpose as a means to not only provide specific funding but to also engage with local business to explore other ways to increase their business sustainability.

As the funds have only recently been granted, it is too early to review the information from the acquittals; however, businesses will be contacted during the course of this timeframe so that information pertinent to this process may be gathered.

There is an impact both for internal and external stakeholders. Being a relatively small local government, resources are stretched in managing the program amidst other competing priorities. Externally, as the grant program becomes more known, the difficulty will arise in managing expectations given the relatively low budget allocation for the program. For this reason, it may be necessary to adopt a two-tier grants process, such as:

- Grants up to \$1,000 have a reduced compliance burden with a streamlined application and acquittal form, with these templates to be developed.
- Grants over \$1,000 (and up to \$5,000) have strengthened governance to increase accountability and to ensure transparency, fairness and impartiality.

## **10. Conclusion and Recommendations**

Overall, the Local Small Business Grants program is proving to be a valuable initiative for our community. It has demonstrated that businesses have valued the support provided through the Economic Development role, whether it is in the provision of a grant or linking small businesses to other business advisory services, or simply acting as a sounding board to trial new business ideas.

The following recommendations are made:

1. An allocation of \$30,000 towards the Local Small Business Grants Program is considered by the Commissioner as part of the 2023-24 Shire Budget.
2. Prior to commencing the grant program for 2023-24 (if funding is approved through the Shire Budget), the Shire first develop formalised governance arrangements for the grant program, including:
  - 2.1 Council Policy;
  - 2.2 Guidelines Document (for applicants);
  - 2.3 Template application form/s.
  - 2.4 Assessment criteria / form.
3. That a two-tier funding structure is applied to this program in the future, being:
  - 3.1 Under \$1,000.
  - 3.2 Between \$1,000 and \$5,000.

These recommendations will see the development of the small business grants program align very similarly to the Shire's Community Grants program, which has been in operation in its present format for approximately 8 years (and many years prior to that in a different format).