



Shire of
Perenjori
Embrace Opportunity

Shire of Perenjori – Ordinary Council Meeting

AGENDA

Thursday 24 August 2023



NOTICE OF AN ORDINARY COUNCIL MEETING

Dear Council Member,

The next Ordinary Meeting of the Shire of Perenjori will be held on Thursday 24 August 2023 in the Shire of Perenjori Council Chamber, Perenjori WA 6620, commencing at 3:00 pm.

A handwritten signature in black ink, appearing to read 'Paul Anderson', is positioned above the printed name.

Paul Anderson
CHIEF EXECUTIVE OFFICER
Date: 18 August 2023

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Council Roles

Advocacy:

When Council advocates on its own behalf or on behalf of its community to another level of government /body /agency.

Executive/Strategic:

The substantial direction setting and oversight role of the Council e.g. Adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.

Legislative:

Includes adopting local laws, town planning schemes and policies.

Review:

When Council reviews decisions made by Officers.

Quasi-Judicial:

When Council determines an application/matter that directly affects a person's rights and interests. The Judicial character arises from the obligations to abide by the principles of natural justice.

Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (e.g.: under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

Disclaimer

"Any statement, comment or decision made at a Council or Committee meeting regarding any application for an approval, consent or licence, including a resolution of approval, is not effective as an approval of any application and must not be relied upon as such.

Any person or entity that has an application before the Shire must obtain, and should only rely on, written notice of the Shire's decision and any conditions attaching to the decision and cannot treat as an approval anything said or done at a Council or Committee meeting.

Any advice provided by an employee of the Shire on the operation of a written law, or the performance of a function by the Shire, is provided in the capacity of an employee, and to the best of that person's knowledge and ability. It does not constitute, and should not be relied upon, as a legal advice or representation by the Shire. Any advice on a matter of law, or anything sought to be relied upon as a representation by the Shire should be sought in writing and should make clear the purpose of the request."

Shire of Perenjori

Agenda for the Shire of Perenjori Ordinary Meeting of Council to be held on Thursday 24 August 2023, at the Shire of Perenjori Council Chambers, Perenjori WA 6620, commencing at 3:00 pm.

1. Declaration of Opening/Announcement of Visitors:

The Shire President to declare the meeting open and welcome those in attendance.

Acknowledgement of Traditional Custodians: -

As per the Shire of Perenjori Policy (N° 1021) we wish to acknowledge the traditional owners of the land upon which the Shire of Perenjori is situated and to demonstrate respect for the original custodians.

I respectfully acknowledge the past and present traditional owners of the land on which we are meeting, the Badymia people. It is a privilege to be standing on Badymia country.

2. Opening Prayer:

The Shire President to read the opening prayer.

Acknowledgment of Pioneers;

I acknowledge the pioneers who settled this country, developed the land and turned it into the productive country we know today.

3. Disclaimer Reading:

As printed.

4. Record of Attendance/Apologies/Leave of Absence:

4.1 Attendance:

Members:

Staff:

Distinguished Visitors:

Members of The Public:

Leave of Absence:

Apologies:

5. Public Question Time:

5.1 Response to Questions Taken on Notice:

Insert Response

5.2 Questions Without Notice:

Insert Question

6. Applications for Leave of Absence:

6.1 Application/s for Leave of Absence:

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That _____ be granted leave of absence for the meeting of _____

Motion put and carried / lost

7. Confirmation of Minutes of Previous Meetings:

7.1 Ordinary Council Meeting Held on 20 July 2023

Council Resolution Number:

Moved:

Seconded:

That the Minutes of the Ordinary Meeting of Council held on 20 July 2023, be confirmed as true and correct subject to no / the following corrections.

Motion put and carried / lost

8. Announcements by Presiding Member Without Discussion:
9. Petitions/Deputations/Presentations:
10. Announcements of Matters for Which Meeting May Be Closed:

Matters Behind Closed Doors

In accordance with Section 5.23(2) of the Local Government Act 1995, the meeting is closed to the members of the public for this item as the following sub-section applied:

A matter that if disclosed, would reveal –

Information that has a commercial value to a person; or

Information about the business, professional, commercial or financial affairs of a person.

11. Declaration of Interest:

“Members should fill in Disclosure of Interest forms for items in which they have a financial, proximity or impartiality interest and forward these to the Presiding Member before the meeting commences.”

12. Finance:

12.1 SCHEDULE OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JULY 2023

Applicant:	Shire of Perenjori
File:	ADM 0082
Report Date:	7 August 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Gypsie Douglas – Finance Officer
Responsible Officer:	Nola Comerford – Manager Corporate Community Services
Attachments:	12.1 (a) - Accounts for Payment July 2023 12.1 (b) - Corporate Credit Card Statement and Breakdown

Summary

Council is presented the list of payments made from the Municipal, Trust and Reserve Accounts under delegation since the last Ordinary Council Meeting.

Background

Council delegates authority to the Chief Executive Officer annually:

To make payments from Trust, Reserve and Municipal Fund;

To purchase goods and services to a value of not more than \$250,000.

Legal Compliance

Local Government Act 1995

S6.5. Accounts and records

Local Government (Financial Management) Regulations 1996

R11. Payments, procedures for making etc.

R12. Payments from municipal fund or trust fund, restrictions on making

(1) A payment may only be made from the municipal fund or the trust fund —

(a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or

(b) otherwise, if the payment is authorised in advance by a resolution of the council.

(2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

S13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

(a) the payee's name; and

(b) the amount of the payment; and

(c) the date of the payment; and

(d) sufficient information to identify the transaction.

(2) A list of accounts for approval to be paid is to be prepared each month showing —

(a) for each account which requires council authorisation in that month —

(i) the payee's name; and

(ii) the amount of the payment; and

(iii) sufficient information to identify the transaction; and

(b) the date of the meeting of the council to which the list is to be presented.

- (3) A list prepared under sub-regulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

Policy Implications

Nil

Council Policy Compliance

Payments are checked to ensure compliance with Council's Purchasing Policy Number 4007 – Procurement Policy.

Financial Implications

All payments are made in accordance with the adopted annual budget.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Consultation

Paul Anderson – Chief Executive Officer

Gypsie Douglas – Finance Officer

Officer Comment

Accounts paid for the month ending 31 July 2023

Municipal Account	
EFT	\$1,860,682.24
Direct Debits	\$99,670.24
Cheques	\$0.00
Corporate MasterCard	\$6,498.30
Bank Fees	\$321.76
Total	\$1,967,172.54

Trust Account – Mt Gibson Public Benefit Funds	
EFT – Transfer to another account (Close Term Deposit)	\$0.00
Cheques	\$0.00
Bank Fees	\$0.00
Total	\$0.00

Totalling **\$1,967,172.54** from *Municipal* and *Trust Accounts* for the month ending **31 July 2023**.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That the cheques and electronic payments as per the attached schedules of accounts for payment totaling \$1,967,172.54 (one million, nine hundred and sixty seven thousand, one hundred and seventy two dollars and fifty four cents) be accepted.

Motion put and carried / lost

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
463	03/07/2023	BANK FEES - BANK FEES NO GST	CBA MERCHANT FEE 5353109691668425	M		176.82
463	03/07/2023	BANK FEES - BANK FEES NO GST	CBA MERCHANT FEE 5353109693574753	M		144.94
EFT16596	07/07/2023	ANDREW FRASER	Travel for Council Meeting - 22/06/2023	M		28.35
EFT16597	07/07/2023	AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	Buffet Dinner Tickets for NGA Conference - Paul Anderson	M		435.00
EFT16598	07/07/2023	BLUEHILL COURIERS	Freight Charges - TWW - Boots - 12/06/23	M		26.40
EFT16599	07/07/2023	BUNNINGS WAREHOUSE	Makita cordless drill kit & Battery - Caravan Park,	M		552.31
EFT16600	07/07/2023	BURGESS RAWSON (WA) PTY LTD	L3206-2 Fowler St OPP # 32, 13206-2 47 Fowler St OPP #44, L6808-1 Allan Britt St - Water Rates -01/05/23-30/06/23 & Water Usage 19/04/23-14/06/23	M		1,667.30
EFT16601	07/07/2023	CANINE CONTROL	Ranger Services – 13 & 23/06/23	M		1,344.20
EFT16602	07/07/2023	CHILD SUPPORT AGENCY	Payroll deductions	M		384.67
EFT16603	07/07/2023	CHRISTOPHER ROBERT KING	Travel for Council Meeting - 22/06/2023	M		75.25
EFT16604	07/07/2023	CLEANPAK SOLUTIONS	Glove nitrile blue large 100's x 10, Ekco screen orange Pk2 x 4, Oxivir excel wipe 100's x 3, Ekco screen green Pk2 - Caravan Park & Gym	M		310.10
EFT16605	07/07/2023	COLIN MURRICE BRYANT	Travel for Council Meeting - 22/06/2023	M		108.91
EFT16606	07/07/2023	CORE BUSINESS AUSTRALIA PTY LTD	Manager of Infrastructure Services for 05-16/06/23 - Kim Edmeades	M		9,297.75
EFT16607	07/07/2023	DANIEL KEVIN BRADFORD	Travel for Council Meeting - 22/06/2023	M		41.58
EFT16608	07/07/2023	GERALDTON LOCK AND KEY SPECIALISTS	Install Locks including parts, service call x 2, labour, travel - Medical Centre. Caravan Park Office Key	M		3,647.52
EFT16609	07/07/2023	GFG TEMP ASSIST	Plant Replacement Program 13hrs - 29/05/23-25/06/23	M		1,871.10

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16610	07/07/2023	Greenfield Technical Services.	Preparation of preliminary concept layouts for Client review. Job cancelled following feedback from Shire - first and final invoice - SPJ Loading St Design. Prepare & finalise map for Shire, incorporate Feedback from client, update, revise & issue – PJ Cemetery. Meetings & review of contractor documentation – Warriedar/Copper mine Rd. Scoping of survey requirements for line marking, liaison with MRWA & Shire – Perenjori/Carnamah Rd	M		14,809.85
EFT16611	07/07/2023	HOSERIGHT	RY20CB-1 SN220412 11/4"DIG CTRL1PH W/BASE & DIE CRIMPER - Depot Workshop	M		13,701.46
EFT16612	07/07/2023	INDEPENDENT RURAL PTY LTD	Top Gun Titan 5000 SYN SWF Synergic Dual Pulse Mig Welder, Top Gun Plasma Cutter 40m - Depot	M		5,135.00
EFT16613	07/07/2023	INTEGRATED ICT	Records Management, Managed Service Agreement, Starlink Data Exclaimer Signature Cloud & Adobe Pro Software Licence – June 23	M		3,523.03
EFT16614	07/07/2023	JOROBI NATURAL FERTILISER	25 Tonne garden compost plus freight - Parks & Gardens	M		5,832.59
EFT16615	07/07/2023	JUDE Sutherland	Travel for Council Meeting - 22/06/23	M		37.62
EFT16616	07/07/2023	LESLIE DEREK HEPWORTH	Travel for Council Meeting - 22/06/23	M		29.70
EFT16617	07/07/2023	MIDWEST TURF SUPPLIES	Supply & replace dosing pump, test & commission, reset controller times as requested, supply & replace decoders including parts & labour - PJ Oval	M		2,546.90
EFT16618	07/07/2023	MODULAR WA (MODULARIS PTY LTD)	Modular housing unit - Unit 1 & 2/42 Russell Street - Progress Claim 1	M		56,514.00
EFT16619	07/07/2023	MONSIGNOR HAWES HERITAGE	Annual subscription - Monsignor Hawes Heritage Inc.	M		100.00
EFT16620	07/07/2023	MOOREVIEW PLANTS & TREES	Hibiscus 35Lt x 2 - PJ Oval	M		154.00
EFT16621	07/07/2023	OAKSTAR ASSET PTY LTD	Removal and relaying of concrete section of driveway - 3 Livingstone	M		3,960.00
EFT16622	07/07/2023	PERENJORI AGRICULTURAL SOCIETY	Perenjori Public Benefit Trust Grant - Round 21 Mount Gibson	M		24,298.70

Shire of Perenjori
Local Government Act 1995
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			Public Benefit Trust			
EFT16623	07/07/2023	PERENJORI HOTEL	Alcohol for CDO Leaving - 29/05/2023	M		352.00
EFT16624	07/07/2023	PJC SERVICES & CO PLUMBING & GAS	Supply and installation of 250L Rheem hot water unit - 50 Russell Street. Hook up sewer & water to kitchen sink – PJ Fire Station. Replacing tap spindles – Showers at Latham Community Centre	M		6,206.86
EFT16625	07/07/2023	QUANTUM SURVEYS PTY LTD	Mobilisation & associated non-survey costs, Field Survey & Office/Processing - PJ Cemetery Carpark	M		5,271.20
EFT16626	07/07/2023	QUICK AND EASY FINANCE	Payroll deductions	M		130.00
EFT16627	07/07/2023	RED DUST HOLDINGS (RDH)	Plant Hire for Sealed Pavement Preparation - PJ Standpipe opposite Roadhouse	M		71,221.15
EFT16628	07/07/2023	REPCO AUTO PARTS	T-Blade Shield Hybrid x 2 - 1500PJ	M		73.43
EFT16629	07/07/2023	RJ & LJ KING	2x Molly Grease Cartons – Depot, 12V Battery - Standpipe	M		925.10
EFT16630	07/07/2023	RYCO HYDRAULICS PTY LTD	10" cut saw bench top 240V-1P - Depot	M		2,877.82
EFT16631	07/07/2023	SUPER SEALING PTY LTD	Carry out Crack Sealing Works - Aubrey St, Aerodrome Rd, Allan St, Bowgada Rd, Britt St, Bunjil-Carnamah Rd, Chapple St, Farrell St, Hesford St, Loading St & Oversby Rd	M		27,885.00
EFT16632	07/07/2023	TERRA FORM CONTRACTING	Roadside Vegetation mulching on Rothsay Rd including demobe, meals & accommodation - 27/05-23/06/23	M		20,790.00
EFT16633	07/07/2023	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges - Winc 07/06/23 & Geraldton 08/06/23, Ryco 15/06/23, Corsign 18/05/23, Truck Centre 08/06/23, Winc 13-15/06/23	M		575.95
EFT16634	07/07/2023	TOTALLY WORKWEAR	Argyle Bump Cap Boots Wheat 11 x 1 - Outside Staff Uniforms	M		177.87
EFT16635	07/07/2023	TRUCK CENTRE (WA) PTY LTD	Wiper Blade - PJ1527 & PJ1578	M		336.05
EFT16636	07/07/2023	WESTRAC PTY LTD	Locknut, Edge Cutting, Fuel Element, Filter plus freight - PJ1502	M		759.41
EFT16637	07/07/2023	WINC AUSTRALIA PTY LIMITED	Meter charges 22/05/2023-26/06/2023	M		549.60

Shire of Perenjori
Local Government Act 1995
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16638	07/07/2023	WURTH AUSTRALIA PTY LTD	Nipple, Cleaning Cloth & Freight - Depot	M		113.94
EFT16639	07/07/2023	ZED ELECT	Installation of power supplies and associated cabling for 3 x split systems, 1 x hot water system – Pavilion. Repairs to lights – Hockey Oval. Locate the power cables outside Pavilion before bollards are installed. Sewage transfer pump failure (internal short), excavate tank lid, remove tank lid, pump out tank, replace faulty pump, reinstall tank lid and back fill – Unit 1/137 North Rd. Replaced HWS thermostat & tested every power point in building – Wellness Centre. Replaced urn thermostat – Depot Cribb Room	M		8,285.11
EFT16640	12/07/2023	BARBECUE BAZAAR	C/Park - BBQ Double powder coated cabinet with 2 x King size MBC8 gas	M		10,659.00
EFT16641	13/07/2023	ANDREW FRASER	Taxi Fares - National General Assembly Convention in Canberra	M		285.68
EFT16642	13/07/2023	AVON WASTE	Waste Collection - June 23	M		3,427.00
EFT16643	13/07/2023	BESTRY NOMINEES PTY LTD	Gravel Purchase - 38500m3 @ \$1.50/m3	M		63,525.00
EFT16644	13/07/2023	BLUEHILL COURIERS	Freight charges from CleanPak on 16 & 23/06/23 - Latham Hall & Community Centre	M		88.00
EFT16645	13/07/2023	BOC LIMITED	Oxygen Medical E - 12 Months - Medical Centre	M		405.84
EFT16646	13/07/2023	BROOKS HIRE SERVICE PTY LTD	Hire of Backhoe - 01/06/23-30/06/23	M		8,205.12
EFT16647	13/07/2023	CITY OF GREATER GERALDTON	Building Certification Services for April - June 2023	M		1,365.01
EFT16648	13/07/2023	CLEANPAK SOLUTIONS	Bin Liner 72L 25's x 6 - Caravan Park	M		64.50
EFT16649	13/07/2023	CORE BUSINESS AUSTRALIA PTY LTD	Manager of Infrastructure & Services Professional Placement of Kim Edmeades 55.5hrs - 18/06/23-30/06/23	M		7,542.15
EFT16650	13/07/2023	CURLAN HOLDINGS PTY LTD	Contract Financial/Admin Services - 171.50hrs - June 2023	M		12,262.25

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16651	13/07/2023	DESERT TO COAST TRAINING & ASSESSING	HR Road Ranger 2 Day Course for Z Curtin - 20-21/04/23	M		1,950.00
EFT16652	13/07/2023	DIGGA WEST AND EARTHPARTS WA	Hydraulic Cylinder to suit Ute mount little Digger - PJ1599	M		467.50
EFT16653	13/07/2023	DONGARA MID WEST WASTE	C/Park Residence - Pump out septic	M		2,450.00
EFT16654	13/07/2023	HERRINGS COASTAL PLUMBING & GAS	Pulled up pavers behind toilet, excavate to access inspection opening, use drain machine to clear toilet blockage - 38A & B Russell St	M		277.75
EFT16655	13/07/2023	HILLE THOMPSON & DELFOS	To complete an assessment and provide a report on the Road Alignment for approx. 23km of the Carnamah-Perenjori Rd.	M		8,085.00
EFT16656	13/07/2023	INDEPENDENT RURAL PTY LTD	L02H2-34-1 200L Versatile Motorised Sled Sprayer - Depot 20kg Rapid set concrete – Pallet. Outside staff shirts x 8 - Depot	M		6,129.48
EFT16657	13/07/2023	INTEGRATED ICT	Cloud Hosted Services, Single Touch Payroll, Security as a Service, M365 Licensing – June 2023	M		5,474.97
EFT16658	13/07/2023	J'S HARDWARE & GIFTS	Hardware & Garden Supplies - June 2023	M		1,422.90
EFT16659	13/07/2023	JASON SIGNMAKERS	RV Parking Sign x 1, Steel Post Galvanised x 2, Post Cap Galvanised Steel x 2, Bracket - Latham Community Centre	M		837.98
EFT16660	13/07/2023	JLT RISK SOLUTIONS PTY LTD	Regional Risk Co-ordinator Fees - January to June 2023	M		4,420.83
EFT16661	13/07/2023	JRC BUILDING & CONSTRUCTION PTY LTD	Travel - 25-29th April 5 workers 1680km	M		3,696.00
EFT16662	13/07/2023	KATS RURAL	Depot - Keys cut x 20	M		468.30
EFT16663	13/07/2023	KINGS WA PTY LTD	Wet Hire of Grader for Maintenance Grading - June 23 - Various Rds.	M		83,831.00
EFT16664	13/07/2023	LANDGATE - VALUATIONS	Gross Rental Valuations chargeable schedule No G2023/01 - 24/12/22-09/06/23	M		71.80
EFT16665	13/07/2023	LGISWA	EAP Service for 71 employees, Bushfire Brigade Volunteers & Elected Members - Insurance	M		4,851.00
EFT16666	13/07/2023	MCLEODS BARRISTERS AND SOLICITORS	SAT review by Carbon Neutral Pty Ltd - Proposed Tree Farm -	M		1,615.75

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16667	13/07/2023	O'DRISCOLL'S ENGINEERING	Lots 8 & 11 Baxter Road, Perenjori Repair roller for mower - PJ1599	M		321.75
EFT16668	13/07/2023	OAKSTAR ASSET PTY LTD	PJ Tip/Water field - Hire of float - Mob/Demob, Hire of CAT D8 Dozer	M		20,460.00
EFT16669	13/07/2023	PATIENCE SANDLAND PTY LTD	P&G - White sand - 26t at \$135.38m3, supply & deliver	M		2,707.60
EFT16670	13/07/2023	PERENJORI HOTEL	Great Northern, Carlton Dry, Oyster Bay x 3, Evans Tate - N Binning Leaving	M		220.00
EFT16671	13/07/2023	PERENJORI ROADHOUSE	C/Park - Cold Power, Eucalyptus spray, milk	M		314.97
EFT16672	13/07/2023	QUALITAS COMMERCIAL SERVICES	Finance & Project Work - 9.5hrs for June 2023	M		522.50
EFT16673	13/07/2023	RJ & LJ KING	215 75 R17.5 Michelin ST x 2, Battery x 1 - PJ1574 & PJ1599	M		1,379.40
EFT16674	13/07/2023	SHIRE OF CHAPMAN VALLEY	Town Planning charges - April to June 23	M		965.25
EFT16675	13/07/2023	ST JOHN AMBULANCE MORAWA	First Aid Training Course for N Comerford - 03/04/23-04/04/23 (Late cancellation)	M		295.00
EFT16676	13/07/2023	SUPAGAS	LPG 45kg x 1 - Depot, 7 Hirshauer, RSL Building & 2 x Caravan Park	M		518.56
EFT16677	13/07/2023	THINK WATER GERALDTON	4" Female Camlock (Aluminium) - Dams	M		68.50
EFT16678	13/07/2023	WESFARMERS KLEENHEAT GAS PTY LTD	2 x 45Kg Gas Bottles - Latham Hall	M		280.50
EFT16679	13/07/2023	WINC AUSTRALIA PTY LIMITED	Dymo Labels, Various Lollies, A5 & A4 Notebooks, Sharpener, Black Pens, Tissues, Post It Notes, A3 & A4 Laminating Pouches, Drawer Tidy, Magz Racks, Document Trays, Staples, White board markers, Huggie Fab Softener, Biscuits, Sharpie Permanent Marker, AAA & AA Batteries, Eucalyptus Oil, Bin Bags, Disinfectant 5L, Dishwashing Liquid, Scourer Sponge, Mr Sheen, Durawipes, Handwash, Paper Clips, Paper, Scissors - Depot,	M		2,033.15

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			Caravan Park & Admin			
EFT16680	13/07/2023	ZED ELECT	Remove damaged and replace power boards - Caravan Park Site 13 & 16. Replace faulty 319 timer switch in male ablution, rework Laundry lighting circuit – Caravan Park rear ablution block	M		4,590.47
EFT16681	18/07/2023	BALDWIN AND SONS PAINTING AND DECORATING	Painting - cornice, doors, door frames, wall. Removal of tiles at entrance – 9 Hirshauer. Painting of Office doors & sign post – Caravan Park. Painting of floor – Incubator	M		13,959.00
EFT16682	21/07/2023	ACCWEST	Assistance in preparation of 23-24 Budget, May financial report, May BAS, 22-23 financial statements - June 23	M		6,435.00
EFT16683	21/07/2023	ANDREW FRASER	Travel for Forum Meeting - 13/07/23	M		28.35
EFT16684	21/07/2023	APPLIED SATELLITE TECHNOLOGY AUSTRALIA PTY LTD	Monthly Subscription & AST Service Fee - July 23	M		78.43
EFT16685	21/07/2023	AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED	Annual music subscription - 01/07/23 to 30/06/24	M		364.00
EFT16686	21/07/2023	AUSTRALIA POST	Postage - June 2023	M		49.17
EFT16687	21/07/2023	AUSTRALIA'S GOLDEN OUTBACK	Annual subscription - 01/07/23 to 30/06/24	M		350.00
EFT16688	21/07/2023	BLACKWOODS	Faceshield unisafe - OHS	M		70.97
EFT16689	21/07/2023	BOB WADDELL & ASSOCIATES PTY LTD	Rates Services including emails/queries, pensioner processing, EOM processing for W/E 16/07/23. Rates EOFY Preparation – 09/07/23. Rates services including Handover from Louise, email Setup, notes, files allocated – 30/05/23. Review handover sheet, May EOM, connection setup, Pensioner claim – 28/06/23	M		3,093.75
EFT16690	21/07/2023	CANINE CONTROL	Ranger Services - 06/07/23	M		719.11
EFT16691	21/07/2023	CHILD SUPPORT AGENCY	Payroll deductions	M		384.67
EFT16692	21/07/2023	CHRISTOPHER ROBERT KING	Travel for Forum Meeting - 13/07/23	M		77.23

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16693	21/07/2023	CLEANPAK SOLUTIONS	5L Rapid extreme, medic, mountain mist, lemon disinfectant, gel, Handtowels, Bin liners, Toilet Roll, Oust, Glass Cleaner, Urinal screen citrus - Caravan Park, Village, Depot, Medical Centre, Latham Community Centre, Chambers, Pavilion, Oval Toilets	M		2,212.65
EFT16694	21/07/2023	COLIN MURRICE BRYANT	Travel for Forum Meeting - 13/07/23	M		108.91
EFT16695	21/07/2023	CORSIGN WA	Traffic/Road signs as of Quote#00076737	M		7,843.00
EFT16696	21/07/2023	DANIEL KEVIN BRADFORD	Travel for Forum Meeting - 13/07/23	M		41.58
EFT16697	21/07/2023	FULTON HOGAN	EZ Street Pothole Repair - black, PC: 135299 (60 x 15kg bags) - Road Maintenance	M		1,881.00
EFT16698	21/07/2023	GRANTS EMPIRE	Development of Synergy Community Fund Application - Community Laptops - Payment 1 of 2	M		396.00
EFT16699	21/07/2023	INDEPENDENT RURAL PTY LTD	Kingspan RT-200 197,134KL Zincalume Tank x 2 - PJ Oval Water Project	M		43,784.32
EFT16700	21/07/2023	IT VISION	Renew SynergySoft & Universe Annual License Fees - 01/07/23 to 30/06/23	M		44,180.84
EFT16701	21/07/2023	IT VISION USER GROUP INC	Annual Subscription for IT Vision Support Group	M		770.00
EFT16702	21/07/2023	JLT RISK SOLUTIONS PTY LTD	Salary Continuance Insurance 30/06/23-30/06/24	M		4,248.20
EFT16703	21/07/2023	JRC BUILDING & CONSTRUCTION PTY LTD	Supply & Lay of 300x300 Floor Tiles 45SQM & 37 Lin Meters of skirting tiles, Travel for weeks 28-30/06/23 & 5-7/07/23 - PJ Oval Toilets	M		19,716.60
EFT16704	21/07/2023	JUDE Sutherland	Travel for Forum Meeting - 13/07/23	M		37.62
EFT16705	21/07/2023	LANDGATE - VALUATIONS	Sales evidence for Single Property	M		6.80
EFT16706	21/07/2023	LESLIE DEREK HEPWORTH	Travel for Forum Meeting - 13/07/23	M		29.70
EFT16707	21/07/2023	LOCAL GOVERNMENT PROFESSIONALS	Community Development Conference N Comerford - 14/09/23	M		2,091.00

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
		AUSTRALIA WA				
EFT16708	21/07/2023	MITCHELL & BROWN	Haier 4kg vented dryer - 29 Timmings	M		348.00
EFT16709	21/07/2023	MOORE AUSTRALIA (WA) PTY LTD	Strategic Resource Planning - incorporating Long Term Financial Plan and Asset Management Plan	M		12,375.00
EFT16710	21/07/2023	MOOREVIEW PLANTS & TREES	Kangaroo Paws - Caravan Park, Thyptomene Saxicla & Hibiscus Tileaceau - Parks & Gardens	M		487.22
EFT16711	21/07/2023	NORTHERN COUNTRY ZONE OF WALGA	Annual Subscription to Northern Country Zone of WALGA - 01/07/23 to 30/06/24	M		1,800.00
EFT16712	21/07/2023	ON HOLD ON LINE	Monthly Message On Hold - July 23	M		77.00
EFT16713	21/07/2023	PERENJORI COMMUNITY RESOURCE CENTRE	Mount Gibson Public Benefit Trust	M		4,934.86
EFT16714	21/07/2023	PETER EGAN CONSTRUCTION	Various maintenance jobs for various locations - refer to invoice	M		3,833.50
EFT16715	21/07/2023	PJC SERVICES & CO PLUMBING & GAS	Repair water leak at the Pavilion plus Labour Material travel Excavator hire - Pavilion	M		2,884.20
EFT16716	21/07/2023	RAMSAY CONSTRUCTIONS PTY LTD	EHO Services - June 23	M		550.00
EFT16717	21/07/2023	RICK RYAN	Reimbursements for Meals - 03-14/07/23	M		62.49
EFT16718	21/07/2023	RJ & LJ KING	Grader Tyre and Travel to North Road to change Tyre - PJ1530	M		2,271.50
EFT16719	21/07/2023	RW QUANTITY SURVEYORS	Elemental Construction Cost Estimates for two design options - Community Hub	M		3,850.00
EFT16720	21/07/2023	SHIRE OF MINGENEW	OSH Velpic Online Training Platform Quarterly Fee - April to June 2023	M		132.73
EFT16721	21/07/2023	SPIRIT GRAPHICS	Graphic Design: Prepare artwork based on 2022 booklet with updates to all content. Does not include major structural changes or additional content - Rates Booklet	M		1,173.70
EFT16722	21/07/2023	TERRA FORM CONTRACTING	Carry out roadside vegetation mulching on Bunjil Northeast Rd	M		25,080.00

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			27/06/23-03/07/23 & Rothsay Rd 25-26/06/23			
EFT16723	21/07/2023	THINK PROJECT AUSTRALIA PTY LTD	RAMM Transport Asset Annual Support & Maintenance Fee - 01/07/23 to 30/06/24	M		9,258.82
EFT16724	21/07/2023	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges - State Library 09/06/23, Hose Right 22/06/23, Digga West 26/06/23, Jason 04/07/23, Winc 05/07/23	M		484.36
EFT16725	21/07/2023	TRUCKLINE	Hubodometer Data Trac Pro - PJ1535	M		116.09
EFT16726	21/07/2023	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	People & Culture Seminar 27/07/2023 - Stacey Spencer	M		310.50
EFT16727	21/07/2023	WINC AUSTRALIA PTY LIMITED	Ink cartridge/Toners - black, yellow, cyan, magenta, A4 Diary's, Magnetic Whiteboard, Whiteboard duster, Dispenser, AA Batteries, Fastener tubeclip, Desk bin, Desk organiser Wrist rest, Post it notes, Key Tag Organiser, Archive boxes, Highlighters, Correction Tape, Red pens, Paper plates, Teaspoons, Logitech keyboard & mouse - Depot & Admin Offices	M		2,734.51
EFT16728	26/07/2023	ANDREW FRASER	Travel for Council Meeting - 20/07/2023	M		28.35
EFT16729	26/07/2023	CANINE CONTROL	Ranger Services - 17/07/23	M		719.11
EFT16730	26/07/2023	CHRISTOPHER ROBERT KING	Travel for Council Meeting - 20/07/2023	M		77.23
EFT16731	26/07/2023	CLEANPAK SOLUTIONS	Rapid Wipes Roll Lemon Dis x 3 - Gym	M		357.45
EFT16732	26/07/2023	COLIN MURRICE BRYANT	Travel for Council Meeting - 20/07/2023	M		108.91
EFT16733	26/07/2023	DANIEL KEVIN BRADFORD	Travel for Council Meeting - 20/07/2023	M		41.58
EFT16734	26/07/2023	DELTA AG PTY LTD	Supply and contract spreading of Gypsum and dolomite - Oval	M		990.00
EFT16735	26/07/2023	DONGARA CONCRETE SERVICES	Supply large septic tank lid - 100mm thick - 50 Russell St	M		330.00
EFT16736	26/07/2023	DONGARA MID WEST WASTE	Service primary septic tank and Geraldton travel disposal - 50 Russell	M		2,350.00

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16737	26/07/2023	GERALDTON MOWER & REPAIR SPECIALIST	HSA 86 Hedge Trimmer - Depot	M		479.00
EFT16738	26/07/2023	Greenfield Technical Services.	Review of survey data & assurance of technical information for MRWA assessment, liaison with surveyor, submission to Shire & MRWA for line marking on Carnamah Perenjori Rd - June 2023	M		4,077.98
EFT16739	26/07/2023	JUDE Sutherland	Travel for Council Meeting - 20/07/2023	M		37.62
EFT16740	26/07/2023	KELYN TRAINING SERVICES	Basic Worksite Traffic Management and Traffic Control skill set Training including travel & meal allowance - 18, 19, 20 July 2023	M		7,595.00
EFT16741	26/07/2023	LESLIE DEREK HEPWORTH	Travel for Council Meeting - 20/07/2023	M		29.70
EFT16742	26/07/2023	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	Analytical Services for EHO including testing for Asbestos, food types, investigation of complaints, contamination of food/water - 23/24FY	M		396.00
EFT16743	26/07/2023	METAL ARTWORK BADGES	Desk Name Plaque - MIS Marteen Noordhof	M		23.10
EFT16744	26/07/2023	PJC SERVICES & CO PLUMBING & GAS	Repair leak at Depot Washdown Bay	M		965.80
EFT16745	26/07/2023	REPCO AUTO PARTS	Engine Oil, Various Filters - 2PJ & PJ1574	M		546.03
EFT16746	26/07/2023	RJ & LJ KING	Trailer tyre - PJ1525. Battery – PJ1575	M		2,061.40
EFT16747	26/07/2023	SOLAHART GERALDTON	Supply of Sacrificial Anode & Hot water Relief Valve - 3 Livingstone St	M		190.00
EFT16748	26/07/2023	SPHERE ARCHITECTS	100% Concept Design - Community Hub	M		8,800.00
EFT16749	26/07/2023	TERRA FORM CONTRACTING	Carry out roadside vegetation mulching on Bunjil-Carnamah Rd including meals & accommodation - 04-17/07/23	M		32,010.00
EFT16750	26/07/2023	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges - Corsign 04/07/23, Fulton 07/07/23, Truckline 11/07/23	M		590.24
EFT16751	26/07/2023	TRUCKLINE	Various Filters - PJ1527	M		893.06

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16752	26/07/2023	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	Speaking Professionally as an Elected Member - Cr Andrew Fraser - 29/11/2023	M		583.00
EFT16753	26/07/2023	WESTRAC PTY LTD	Inner & Outer Air Filter - PJ1585	M		103.65
EFT16754	26/07/2023	TELSTRA CORPORATION LIMITED	Telephone Charges to 15/07/2023 - Fire Brigade	M		57.20
EFT16755	14/07/2023	REFUEL AUSTRALIA	Fuel Card Purchases for June 23	M		21,418.41
EFT16756	28/07/2023	JRC BUILDING & CONSTRUCTION PTY LTD	Additional works at Oval toilet block including rendering internal walls, bricking up internal walls to ceiling, bricking up/blockwork external walls to roofline, painting of external walls (Colorbond Eucalyptus Green) & painting internal walls (light grey)	M		11,000.00
EFT16757	28/07/2023	RED DUST HOLDINGS (RDH)	Upgrade to Seal Warriedar Coppermine Road - June 2023	M		960,559.90
EFT16758	31/07/2023	SHIRE OF PERENJORI - DOT	Fleet Licensing 01/07/23-30/06/24	M		12,018.90
DD14363.1	04/07/2023	AUSTRALIAN SUPER	Superannuation contributions	M		1,115.54
DD14363.2	04/07/2023	AWARE SUPER	Superannuation contributions	M		9,115.80
DD14363.3	04/07/2023	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		91.87
DD14363.4	04/07/2023	THE RL & JMA RYAN SUPERANNUATION FUND	Payroll deductions	M		865.99
DD14363.5	04/07/2023	HOST PLUS SUPER	Superannuation contributions	M		768.87
DD14363.6	04/07/2023	AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS)	Superannuation contributions	M		440.05
DD14363.7	04/07/2023	PRIME SUPER PTY LTD	Superannuation contributions	M		209.95
DD14363.8	04/07/2023	ANZ SMART CHOICE SUPER	Payroll deductions	M		880.00
DD14375.1	18/07/2023	AUSTRALIAN SUPER	Superannuation contributions	M		1,295.33

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD14375.2	18/07/2023	AWARE SUPER	Superannuation contributions	M		9,595.40
DD14375.3	18/07/2023	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		104.90
DD14375.4	18/07/2023	THE RL & JMA RYAN SUPERANNUATION FUND	Payroll deductions	M		860.89
DD14375.5	18/07/2023	HOST PLUS SUPER	Superannuation contributions	M		811.92
DD14375.6	18/07/2023	AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS)	Superannuation contributions	M		394.37
DD14375.7	18/07/2023	PRIME SUPER PTY LTD	Superannuation contributions	M		146.50
DD14375.8	18/07/2023	ANZ SMART CHOICE SUPER	Payroll deductions	M		880.00
DD14381.1	03/07/2023	WATER CORPORATION	Water usage 19/04/23-14/06/23 - Housing	M		5,332.74
DD14381.2	03/07/2023	WESTNET	Monthly Internet Charge for Perenjori Shire, Museum, Library & Depot (June & July 23)	M		413.85
DD14381.3	03/07/2023	NODE ONE	N1 Business Fibre - July 23	M		1,100.00
DD14383.1	06/07/2023	WATER CORPORATION	Water Usage 19/04/23-14/06/23 - Depot, Pool, Admin, Tourist Bureau, CRC, Medical Centre, Parks & Gardens, PJ Oval, Latham Community Centre & Hall	M		27,656.61
DD14387.1	10/07/2023	TELSTRA CORPORATION LIMITED	Internet charges to 15/06/23 - Medical Centre	M		3,501.87
DD14387.2	06/07/2023	RMS (Aust) P/L	RMS Online Fees (39 Bookings) - June 2023	M		73.70
DD14387.3	11/07/2023	RMS (Aust) P/L	RMS Cloud and Support - July 2023	M		445.50
DD14387.4	07/07/2023	Synergy.	Electricity usage 18/05/23-16/06/23 - Pool	M		199.11
DD14394.1	13/07/2023	BANKWEST MASTERCARD	Mastercard Purchases for 25/05/23-23/06/23	M		6,498.30
DD14394.2	13/07/2023	Synergy.	Electricity usage 22/04/23-22/06/23 - Housing & Buildings	M		6,184.57

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31st July 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD14394.3	14/07/2023	Synergy.	Electricity usage 22/04/23-21/06/23 - 4 John, 23 Hesford, Airstrip, Oval & FM Tower	M		1,046.34
DD14399.1	17/07/2023	SG FLEET AUSTRALIA PTY LIMITED	CESM FORD RANGER - 10/07/23-09/08/23	M		1,909.00
DD14399.2	17/07/2023	BOQ FINANCE (AUST) LTD	Ricoh MPC6004exSP - July 2023	M		156.83
DD14399.3	17/07/2023	Synergy.	Electricity usage 22/04/23-21/06/23 - Lot 159 John	M		246.70
DD14399.4	19/07/2023	Synergy.	Electricity usage 28/04/23-27/06/23 - Latham Community Centre & Caravan Park Village	M		2,575.76
DD14399.5	21/07/2023	Synergy.	Electricity usage 22/04/23-26/05/23 - Lot 136 Livingstone	M		40.43
DD14399.6	24/07/2023	Synergy.	Electricity usage 25/05/23-24/06/23 - Streetlights	M		2,057.43
DD14401.1	20/07/2023	WESTERN AUSTRALIAN TREASURY CORPORATION	Loan No. 98 Fixed Component - John Street Subdivision	M		18,393.44
DD14403.1	24/07/2023	WESTERN AUSTRALIAN TREASURY CORPORATION	Government Guarantee Fee - 24/07/23	M		643.55
DD14406.1	31/07/2023	Synergy.	Electricity usage 25/04/23-23/06/23 - Oval	M		115.43
TOTAL FOR THE MONTH OF JULY						1,967,172.54

Shire of Perenjori
CREDIT CARD SUMMARY ONLY

Corporate Mastercard - 24 June 2023 to 24 July 2023 - Paul Anderson - CEO

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
6-Jul	Water Corporation	Application of Water Meters for Modular WA (Additional Housing) Units 1&2, 42 Russell St	FO - Gypsie Douglas	\$ 4,679.20
7-Jul	Main Roads	Heavy Vehicle Permits - PJ1578 & PJ1527	FO - Gypsie Douglas	\$ 100.00
11-Jul	Perenjori Shire	Temporary Movement Permits - 1516PJ & PJ1515	CSO - Michelle Desmond	\$ 56.60
11-Jul	McIntosh Holdings	Motor Vehicle Inspection - 1516PJ	CSO - Michelle Desmond	\$ 241.40
11-Jul	McIntosh Holdings	Motor Vehicle Inspection - PJ1515	CSO - Michelle Desmond	\$ 241.40
17-Jul	Transperth Rockingham	Train ticket - Conference expenses for CEO	CEO - Paul Anderson	\$ 10.30
20-Jul	Perenjori Hotel	Carton of Swan Draught - Council Meeting	RO - Rhiannon Young	\$ 70.00
20-Jul	Perenjori Hotel	Meals for CEO & Consultant after Council Meeting	CEO - Paul Anderson	\$ 24.00
CEO Corporate Credit Card Purchases for 24 June 2023 to 24 July 2023				\$ 5,422.90

Corporate Mastercard - 24 June 2023 to 24 July 2023 - Nola Comerford - MCCS

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
5-Jul	Perenjori Shire	12 Months Registration - MH75132	CSO - Michelle Desmond	\$ 56.95
9-Jul	Canva	Yearly Subscription	CSO - Michelle Desmond	\$ 164.99
12-Jul	Facebook	Boost of Facebook Post - Promotion for Ag Show 12/08/23	MCCS - Nola Comerford	\$ 12.00
14-Jul	Message Media	SMS Messaging Service	MCCS - Nola Comerford	\$ 152.43
14-Jul	Facebook	Boost of Facebook Post - Promotion for Ag Show (Ticket Advertisement) 12/08/23	MCCS - Nola Comerford	\$ 12.00
17-Jul	Kmart	Microwave - Blue Unit 1 & Caravan Park linen & bathroom supplies	Cleaning Team Leader - Joel Hesford	\$ 584.00
19-Jul	Perenjori Shire	Plate change before sale of Back Hoe - PJ1575	RO - Rhiannon Young	\$ 31.10
21-Jul	Perenjori Shire	Vehicle Registration/Insurance - PJ1502	RO - Rhiannon Young	\$ 33.90
MCCS Corporate Credit Card Purchases for 24 June 2023 to 24 July 2023				\$ 1,047.37
Total Payments of Corporate Credit Card				\$ 6,470.27

Interest & Other Charges				\$ 0.70
Grand Total				\$ 6,470.97

Bankwest Corporate MasterCard Statement

bankwest



RECEIVED 28 JUL 2023

Account Name SHIRE OF PERENJORI

Period 24 Jun 23 - 24 Jul 23

Facility Limit \$20,000



205BC3F 000041 (053N)

CARD ADMINISTRATOR
SHIRE OF PERENJORI
PO BOX 22
PERENJORI WA 6620

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

YOUR ACCOUNT SUMMARY

Opening Balance	\$6,498.30
Purchases	\$6,470.27
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.70
Payments & Other Credits	\$6,498.30 CR
Closing Balance	\$6,470.97

PAYMENT REQUIRED

Account Name	SHIRE OF PERENJORI
Account Number	5586 0290 5107 7410
Payment Due Date	14 Aug 23
Minimum Payment	\$129.41
For details on how to make payments please see over	

YOUR CARDHOLDER ACTIVITY SUMMARY

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051077410		\$0.00	\$0.70	\$6,498.30 CR
ANDERSON, PAUL G	5586022001171920	\$15,000.00	\$5,422.90	\$0.00	\$0.00
COMERFORD, NOLA L	5586025801166792	\$5,000.00	\$1,047.37	\$0.00	\$0.00
TOTAL		\$20,000.00	\$6,470.27	\$0.70	\$6,498.30 CR

YOUR INTEREST RATES

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash Advances	17.99% p.a.
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YOUR TRANSACTION SUMMARY

Date	Description	Debit	Credit
12 JUL 23	FOREIGN TRANSACTION FEE	\$0.35	
13 JUL 23	PERIODICAL PAYMENTS 06		\$6,498.30
14 JUL 23	FOREIGN TRANSACTION FEE	\$0.35	
Total		\$0.70	\$6,498.30 CR

ENTERED

Creditor:	90001
All documentation completed	<i>[Signature]</i>
Goods/Services received in good condition & according to order	<i>[Signature]</i>
Purchase Order Number:	N/A
Prices according to invoice / contract / Policy	<i>[Signature]</i>
Approved for Payment	<i>[Signature]</i>
GL/JOB:	See each transaction

RECEIVED 28 JUL 2023

Account Number

5586 0220 0117 1920

Period

24 Jun 23 - 24 Jul 23

Monthly Spend Limit

\$15,000

SUMMARY OF YOUR SPEND

Purchases

Cash Advances & Balance Transfers

\$5,422.90

\$0.00

YOUR TRANSACTION SUMMARY

Date	Description			Debit	Credit
06 JUL 23	WATER CORPORATION	BALCATT		\$4,679.20 ✓	
07 JUL 23	MAIN ROADS WA HEAVY VE	WELSHPOOL		\$100.00 ✓	
11 JUL 23	PERENJORI SHIRE	PERENJORI		\$56.60 -	
11 JUL 23	MCINTOSH HOLDINGS PT	WEBBERTON	WA	\$241.40 ✓	
11 JUL 23	MCINTOSH HOLDINGS PT	WEBBERTON	WA	\$241.40 -	
17 JUL 23	TRANSPERTH TICKET ROCK	ROCKINGHAM		\$10.30 -	
20 JUL 23	PERENJORI HOTEL	PERENJORI	WA	\$70.00 ✓	
20 JUL 23	PERENJORI HOTEL	PERENJORI	WA	\$24.00	
Total				\$5,422.90	\$0.00

205BC3F 000041 (053N)

MR PAUL GREGORY ANDERSON

SHIRE OF PERENJORI

PO BOX 22

PERENJORI WA 6620



Bankwest Corporate MasterCard Statement

RECEIVED 28 JUL 2023

205BC3F 000041 (053N)

MS NOLA LEANNE COMERFORD
SHIRE OF PERENJORI
PO BOX 22
PERENJORI WA 6620

Account Number 5586 0258 0116 6792

Period 24 Jun 23 - 24 Jul 23

Monthly Spend Limit \$5,000

SUMMARY OF YOUR SPEND

Purchases	\$1,047.37
Cash Advances & Balance Transfers	\$0.00

YOUR TRANSACTION SUMMARY

Date	Description			Debit	Credit
05 JUL 23	PERENJORI SHIRE	PERENJORI		\$56.95 ✓	
09 JUL 23	CANVA* 03841-9442966	SYDNEY	AUS	\$164.99 ✓	
12 JUL 23	FACEBK *3RYQ4RK362	FB.ME/ADS	IRL	\$12.00 ✓	
14 JUL 23	MESSAGEMEDIA	MELBOURNE	AUS	\$152.43 ✓	
14 JUL 23	FACEBK *5F3HYPX362	FB.ME/ADS	IRL	\$12.00 ✓	
17 JUL 23	KMART	MULGRAVE		\$584.00 ✓	
19 JUL 23	PERENJORI SHIRE	PERENJORI		\$31.10 ✓	
21 JUL 23	PERENJORI SHIRE	PERENJORI		\$33.90 ✓	
Total				\$1,047.37	\$0.00

13. Community Development and Services:

13.1 CYCLONE SEROJA LOCAL GOVERNMENT RESILIENCE FUND

Applicant:	Shire of Perenjori
File:	ADM 0850
Date:	8 August 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Nola Comerford – Manager Corporate and Community Services
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	13.1 - Local Government Resilience Fund Guidelines

Summary

For Council to consider eligible resilience projects that meet the guidelines of the Cyclone Seroja Local Government Resilience Fund.

Background

In March 2023, the WA State Government announced funding of \$9.2 million for all 16 local governments affected by Tropical Cyclone Seroja in April 2021, including the Shire of Perenjori.

To be eligible, projects of up to \$500,000 must be aligned with works to improve the resilience of evacuation facilities and other community infrastructure, or to improve resilience within the community.

Statutory Environment

Local Government Act 1995

Policy Implications

Nil

Consultation

Paul Anderson - Chief Executive Officer

Melissa Pexton - Deputy Commissioner, DFES

Deborah Maley – DFES Recovery Officer

Financial Implications

Up to \$500,000 income may be received from the State Government for a relevant project/s.

Strategic Community Plan

Goal 1: An inclusive community and a great place to live for all ages and stages of life.

1.9. Emergency management and associated community liaison and education activities are undertaken to protect the community and minimise harm from disasters.

Officer Comment

Funding applications close on 30th September 2023 and funded projects must be completed prior to September 2025.

Guidelines for the Cyclone Seroja Local Government Resilience Fund are attached and stipulate:

- The project is aligned with works to improve the resilience of evacuation facilities or other community infrastructure and/or;
- Other projects that will improve resilience within the community;
- Will be sustainable once completed (will not require ongoing State Government funding).

The Shire has been proactive in building resilience in Council properties over the past 12 months, including installing Council housing with generator connectivity and upgrading the Perenjori Pavilion with cyclone-proof glass to enable the facility to be utilised as an evacuation centre in the case of emergency. The provision of

generators at the Pavilion, Aquatic Centre, and Caravan Park has also been initiated in order for these facilities to be able to continue operations in the event of extreme weather events.

Due to the Shire already having undertaken several cyclone-initiated upgrades in evacuation facilities and other community infrastructure, primarily using external funding, this funding initiative is recommended to be allocated towards the guideline-specific development of *other community infrastructure*, to *improve resilience in the community* in the form of either:

1. The proposed Community Hub to be located at 26 Fowler Street, Perenjori. The Community Hub has been a long-term project for the Shire which has developed over the past 12 months with plans and budgets presented to Council for consideration.
2. Additional housing within the Perenjori townsite to upgrade Council housing stock to provide emergency accommodation, housing for local residents, business owners/workers, and/or Shire of Perenjori staff.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council endorse an application of \$500,000 (five hundred thousand dollars) to the Cyclone Seroja Local Government Resilience Fund for allocation towards:

- **Development of a Community Hub within the Perenjori townsite.**

OR

- **Construction of housing within the Perenjori townsite.**

Motion put and carried / lost

Cyclone Seroja Local Government Resilience Fund

GUIDELINES

Opening date	15 June 2023
Closing date and time	12pm (midday) 30 September 2023
Total grant funding	Up to \$500,000
Enquiries	seroja.recovery@dfes.wa.gov.au or call 0419 526 243

Cyclone Seroja Local Government Resilience Fund

The Local Government Resilience Fund will enable the 16 local governments impacted by Cyclone Seroja to undertake works to improve the resilience of evacuation facilities and other community infrastructure, or improve resilience in the community.

Who can apply?

The following local governments who were impacted by Cyclone Seroja are eligible to apply for the Local Government Resilience Fund:

Shire of Northampton	Shire of Chapman Valley	Shire of Morawa
Shire of Mingenew	Shire of Perenjori	Shire of Dalwallinu
Shire of Coorow	Shire of Dandaragan	Shire of Irwin
Shire of Carnamah	Shire of Shark Bay	Shire of Carnarvon
Shire of Mount Marshall	Shire of Koorda	Shire of Three Springs
City of Greater Geraldton		

Project categories

To be eligible, projects must be aligned with works to improve the resilience of evacuation facilities and other essential community infrastructure, or to improve resilience within the community.

Eligibility Checklist

The Eligibility Checklist outlines the requirements applicants must meet to apply for the Local Government Resilience Fund. Applicants must meet each requirement to be considered eligible to apply.

SECTION 1: My organisation

- Will meet the minimum eligibility requirements set out in the Guidelines and Eligibility Checklist
- Was proclaimed a local government district under the DRFAWA Eligible Disaster Proclamation for Severe Tropical Cyclone Seroja
- Is willing to sign and comply with the Funding Agreement
- Has the capacity to deliver the projects identified
- Acknowledges that unspent funds must be returned to the Department of Fire and Emergency Services on or before 30 September 2025, unless a project extension is granted by the Department.
- Has/will undertake project risk assessments for the delivery of projects funded through the Local Government Resilience Grant

SECTION 2: My project

- Is aligned with works to improve the resilience of evacuation facilities or other community infrastructure and/or
- Other projects that will improve resilience within the community
- Will be sustainable once completed (will not require ongoing State Government funding).

SECTION 3: My application

- Requests funding of \$500,000.
- Will deliver projects that have realistic and credible outcomes, outputs, timeframes, milestones, and budgets.
- Delivers community resilience outcomes and does not provide a commercial advantage.
- Has endorsement from the Chief Executive Officer or equivalent accountable authority

How to apply

1. Complete an Application form (to be emailed to your local government)
2. Email the completed Application Form to seroja.recovery@dfes.wa.gov.au by **midday 12pm 30 September 2023**.
3. A confirmation email with your unique application reference number will be sent within three (3) days of your application submission.

Acceptance of Applications

Applications will not be accepted if the application is incomplete, or not executed by the Chief Executive Officer (or equivalent accountable authority)

Assistance for Applicants

For assistance, contact the Seroja Recovery team by emailing seroja.recovery@dfes.wa.gov.au or call 0419 526 243

13.2 PERENJORI AGRICULTURAL SOCIETY – REQUEST FOR INSURANCE PAYOUT

Applicant:	Shire of Perenjori
File:	ADM 0408
Date:	8 August 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Nola Comerford – Manager Corporate and Community Services
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	13.2 - 2008 AGM Treasurer's Report

Summary

For Council to consider transfer of insurance funds paid to the Shire of Perenjori after the Perenjori Agricultural Society shed was destroyed during Cyclone Seroja in 2021.

Background

The following correspondence was received from the Perenjori Agricultural Society and presented to Council at the June 2023 Ordinary Council Meeting.

Paul Anderson
Chief Executive Officer
Shire of Perenjori
56 Fowler Street, Perenjori
E: ceo@perenjori.wa.gov.au

Dear Paul & Councillors,

When Cyclone Seroja hit our town 2021, many buildings were damaged or destroyed. Amongst the long list of irreparable items, was the Perenjori Agricultural Societies shed – known by us as 'Quinnys Bar'. This shed had been built by our Society, on Shire land, in 2008 using donated funds, skills and time. The later installation of lights to Quinnys Bar was again a donation.

We thank the Shire for having insured the premises, as it was built on Shire land, and would like to request that the insurance payout for the written off shed be forwarded to the Perenjori Agricultural Society so that we may utilise these funds to put towards a future project of our discretion. The insurance payout amount will not replace the shed as it was, so we will have to decide how to best use the funds to ensure the longevity of our unique community day.

Please let me know if you require an invoice to be issued, along with the details of the payment amount, alternatively the funds be placed into our Bankwest Account –

Account Name: Perenjori Agricultural Society Inc
BSB: 306-024
Account Number: 4181785

For any further information please contact me on pjag@hotmail.com.au

Many thanks,
Best regards
Gaylea Dawson - Treasurer
M: 0427 271947

Our 2021 Major Donors:



Following discussion on the subject, Council resolved as follows:

COUNCIL DECISION

Council Resolution Number: 220623.12

Moved: Cr Hepworth

Seconded: Cr Fraser

That item 13.4 lay on the table until origins of the building be determined and purpose of the funding received at the time of building.

Motion put and carried 6/0

Correspondence received from Gaylea Dawson, Treasurer, Perenjori Agricultural Society included the Treasurer's Report which was presented to the Perenjori Agricultural Show 2008 Annual General Meeting (attached). Following is a summary of costs associated with the construction of the Bar Shed which was constructed in 2008.

Contributing Organisation	Amount
FRRR – ANZ Seeds of Renewal	\$7,000
Mt Gibson Iron	\$5,000
Perenjori Agricultural Society	\$12,000
Shire of Perenjori	Concreting and associated costs
Total costs	\$23,626 + concreting costs

Statutory Environment

Nil

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Gaylea Dawson – Treasurer, Perenjori Agricultural Society

Financial Implications

Council allocated \$268,859 to a Cyclone Seroja Recovery Reserve in 2022/23 which was allocated to completion of cyclone damaged Council properties at 50 Russell Street and Caravan Park Chalets 1 & 2. \$26,000 would need to be allocated from the 2022/23 surplus funds for the shed in the 2023/24 Annual Budget.

Strategic Community Plan

Goal 1: An inclusive community and a great place to live for all ages and stages of life.

1.2. Community life is enhanced and nurtured with well supported clubs, community groups, and essential volunteer-based services.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

After the destruction of the Agricultural Society's shed during Cyclone Seroja in April 2021, insurance to the value of \$26,000 was paid to the Shire for the replacement of the shed. Increased costs of building materials and lack of available contractors has delayed progression of the rebuild and the Agricultural Society's request for payment of the insured funds would give the group autonomy in making a decision on whether to rebuild the shed or invest in other requirements for their biennial Agricultural Show

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council endorse the payment of \$26,000 (twenty six thousand dollars) to the Perenjori Agricultural Society, being insurance monies received by Council after destruction of the Perenjori Agricultural Society shed in 2021.

Motion put and carried / lost by absolute majority

2008 Perenjori Agricultural Show

Treasurer's Report

Presented to the Annual General Meeting
held 2008

Income	\$ 48,841.92
Expenditure	<u>\$ 45,774.21</u>
Profit	\$ 3,067.71
Bank Balance at 18/10/07	\$ 16,515.20*

- At this date still had \$105 uncleared deposits and \$928.50 uncleared cheques.
Balance once all this is cleared **\$15,691.70**

Memberships

We had a total of 216 Members being 142 adults and 74 Children.

We have 56 Family Memberships (Incl. couples with no kids), 32 Single Members and 1 Pensioner (\$6). Memberships were up by \$150 on 2006.

Gate Sales

Gate takings of \$3187 on Show Day. This is up by \$703 on 2006.

Bar Sales

Received Bar Sales of \$6827 which is highest for the last 5 years

Trophy Donations

In this section I only included donations received for actual Trophies awarded on Show Day being \$970. Prior to 2006 it appears as though general donations have been included here also.

I have included the table below for more accurate comparison. Our total donations (Trophy, General & Shearing) was up due to the sponsorship arrangements with Midwest Corporation (\$3000) and C.W.A. (\$550)

	2004	2005	2006	2007
Trophy Donations	3153	3736	759	970
General & Shearing Donations	1725	0	5526	7827
Total All Donations	4878	3736	6285	8797
Shire Sponsorship	2500	2500	3500	3500

Fundraising

Received \$400 donation from Shire of Perenjori for our assistance on the Family Fun Day

Entertainment Fees

Were waived in 2007 because the sponsorship from Midwest Corporation and CWA paid for the entertainment

Advertising in Schedule

Karolyn did an excellent job in raising \$1900 in Advertising in the Schedule. This is the highest advertising revenue in last 5 years.

Bar Shed Funding

Received \$7000 from FRRR - ANZ Seeds of Renewal towards construction of shed for the bar. Mt Gibson Iron Ltd contributed \$5000. We paid the Shire of Perenjori \$12,000 and they contributed the remaining cost. Total Cost of the shed \$23,626 plus concrete. I will complete report (incl Photos & costings) for FRRR on the project.

Other Grants**Volunteer Small Equipment Grants (VSEG) successful in obtaining \$2,648**

<i>Item</i>	<i>Value</i>
Catering Marquee 6m x 3.8m (incl Floor)	\$1518
Tressels	\$450
8 x Hand Held UHF Radios	\$220
Blower Vac	\$460

Rio Tinto Community Grants

Applied for assistance in manufacture of room dividers and front counter boards for Catering Marquee. Successful in raising \$641.30. Boards are being manufactured at Geraldton Sheetmetal & Roofing and will be picked up as soon as completed. I will complete report and thank you letter to Rio Tinto once boards are finished and I have photos.

ALSO

Successful in **ABB Grain Ltd - Community Fund Grants** being \$4,630 towards stainless Steel Benches for the new catering marquee. ABB Grain paid the supplier (Brayco) direct and Jeff Curtin to transport as soon as all benches arrive at supplier's (ABB Grain also paying freight bill of \$132)

Would like official presentation and I have suggested at next year's Show when marquee is in use.

2007 Expenditure**Prizes & Trophy's**

Offered a total of \$3,864 in prizemoney including: Shearing (\$2,000), Trophies & Ribbons, General Prizemoney (\$1,864). \$720 of General Prizemoney was not awarded & rebanked.

Cash payments from Floats

Being cash prizemoney paid to junior section prize winners (\$12) and Icecream Vouchers (\$40) from the Office Float. From the Horses Float being \$105 in armband deposit refunds and \$30 Barrel Race Prizemoney.

Shearing Competition Costs

Include the purchase of singlets (\$620) and the hire of the shearing platform (\$220)

Equipment

Major items of expenditure included:

Item	Cost	Grants
Tressels - Plastic x 15	\$666.75	-
Catering - Room Dividers and front Boards	\$660	\$641.30 (Rio Tinto)
Catering Marquee (6m x 3.8m incl floor)	\$1518	\$1518 (VSEG)
Tressels - Plastic x 7	\$479.48	\$450 (VSEG)
Hand Held UHF Radios x 8	\$220	\$220 (VSEG)
Stihl Blower Vac	\$441	\$460 (VSEG)

Insurance

Premiums unchanged from 2006

Show Bar:

Costs of \$3,282.98 leaving a bar profit of \$3,609.17 which was up by \$923.17 on 2006.

Security

Costs down by \$151 from 2006 by changing to Midwest Security

Band

Cost of band includes \$160 for accommodation at Pub

Summary

What a great year!! This success can be put down to Em's success in getting Midwest Corporation onboard as a sponsor of the rides (\$3,000) Sandra's hard work gaining some major sponsors for the Shearing, Karolyn's success in gaining extra advertising and the hard work from all of the committee.

If we can maintain a similar funding arrangement with Midwest Corporation (or another Mining Company) it is worthwhile offering the free sideshow rides. Offering free rides paid in terms of people through the gate and the bar success, given we only had 3 days to get the word out.

The continued support of the Shire of Perenjori (\$3,500) makes a huge difference to our bottom line.

The amazing thing about the Perenjori and Latham Communities is that even though things are really tough, they continue to support this event through donations, trophies and their presence at the busy bees & Show Day itself.

Thanks to the Committee for their help throughout 2006 & 2007 and I wish the Perenjori & Districts Agricultural Society all the very best for the coming years.

Suggestions

Term Deposit

As the Society Account only pays 0.01% PA interest on credit amounts, I would suggest that some of the money in our account be transferred onto Term Deposit.

Bankwest currently have a special of 7.00% PA on amounts over \$5,000 for 4 months.

As there are usually no real costs now until March I believe \$10,000 to \$12,000 could be invested for the next 4 months to earn \$230 - 280 interest (better than 1c)

Computers

I believe the Show is at the point of needing to purchase laptops for the Secretary & Treasurer. This could be achieved possibly through a Lottery West Grant and needs to include a financial record keeping program, Microsoft Office Program including, Word, Excel, Publisher and Access. The new Treasurer will need to investigate what financial programs are around and how easy they are to use.

Catering Marquee

The need for this catering marquee has arisen through the need for caterers on the oval (private or community group) to have a 'food safe' area to prepare and serve food.

As part of the grant applications, the Catering marquee, s/steel tables & boards - are to be offered for Free use by non-profit community groups for events held within the community throughout the year.

However, there is in excess of \$6,800 worth of equipment some of which could easily walk. I would suggest an agreement be drawn up whereby the reps from community groups must sign to say they will replace any of the items misplaced all of which should be listed on the agreement with a replacement cost beside it.

Trophy Donations

When we send out the trophy letters I think we need to send out a slip (and stamped self-addressed envelope) which the donor fills in as to how much they would like to donate and the name they want on the trophy card. Most people do not pay until closer to the day (which is fine) but some don't pay at all.

Bar (Multi-Purpose) Shed Project

The Perenjori Ag Society should consider sending Certificate of Appreciation to Shire of Perenjori and Mt Gibson Iron Ltd for their contributions towards the project.

Entertainment Providers

As discussed at the last meeting we need to start using entertainment agreements that state when the performances / services are required and how long each session needs to be

13.3 LEASE AGREEMENT – PERENJORI SPORTS CLUB

Applicant:	Shire of Perenjori
File:	ADM 0394
Date:	8 August 2023
Disclosure of Interest:	
Voting Requirements:	Absolute Majority
Author:	Nola Comerford – Manager Corporate and Community Services
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	13.3 - Memorandum of Understanding – Perenjori Sports Club

Summary

A draft lease agreement between the Shire of Perenjori and the Perenjori Sports Club is presented to Council for consideration and for authorisation to affix the Common Seal.

Background

The Perenjori Sports Club is a not-for-profit organisation which operates from a Council-owned property at Reserve No. 17056, which is vested in the Shire of Perenjori for the purposes of recreation and show grounds.

It is considered best practice to formalise agreements between local government and community organisations utilising council facilities. The previous lease agreement between the Shire of Perenjori and the Perenjori Sports Club had been allowed to lapse, expiring in 2010 after a 21 year lease. A new agreement has been drafted by McLeods Lawyers, providing guidelines for both the lessor and lessee.



Above: Outline of leased premises



Above: Location of leased premises on Reserve 17056

Statutory Environment

Local Government Act 1995

Section 3.58 provides a local government with the power to dispose of property, including to lease.

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Fiona Grgich – Partner, McLeods Lawyers

Financial Implications

A Draft Lease Agreement is included in this Agenda which includes an annual lease fee of \$1.00 (one dollar). Whilst the Sports Club has the opportunity to generate income through sales of alcohol to members, and rental of the Club's residential property, this token fee shows financial support by Council for the community organisation.

An annual financial reporting obligation by the Lessee is required – it is in the interest of openness and transparency that the Shire requires the Sports Club to provide annual financial reports to enable it to complete its annual due diligence functions on Council owned assets.

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.3. The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use.

Officer Comment

A guaranteed tenure on the site is important for the Sports Club's security as a provider of services for the community. A new draft 21 year lease is recommended and attached.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

1. **Approve the lease agreement as attached between the Shire of Perenjori and the Perenjori Sports Club for a period of twenty one (21) years and forward to the Perenjori Sports Club for their consideration and signing.**
2. **Following the signing by the Perenjori Sports Club, request the CEO to obtain a letter of consent from the Minister for Planning; Lands; Housing; Homelessness.**
2. **Following the signing by the Perenjori Sports Club, authorise the Chief Executive Officer and the Shire President to execute the lease and affix the Common Seal.**

Motion put and carried / lost

FORM LC1

WESTERN AUSTRALIA

LAND ADMINISTRATION ACT 1997

TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

EXTENT
FOLIO

VOLUME

That part of Reserve 17056, Lot 516 on Deposited Plan 404662 shown depicted on the plan annexed hereto as Annexure 1.

Part

LR3164

889

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 17056 for the purpose of 'Recreation & Showground'

LESSOR (NOTE 3)

SHIRE OF PERENJORI of 56 Fowler Street, Perenjori Western Australia 6620

LESSEE (NOTE 4)

PERENJORI SPORTS CLUB INC. (ABN 55 537 085 514) Registration Number A0630020 of 100 Fowler Street, Perenjori, Western Australia 6620

TERM OF LEASE (NOTE 5)

21 years commencing on 1 January 2023.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): Five thousand two hundred dollars payable (Note 8): per annum.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

Lease: Portion of Reserve 17056

Shire of Perenjori

Perenjori Sports Club Inc.



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: FG:RA:PER:50243

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Details

Parties

Shire of Perenjori

of 56 Fowler Street, Perenjori Western Australia 6620
(Lessor)

Perenjori Sports Club Inc. (ABN 55 537 085 514)

Registration Number A0630020C
of 100 Fowler Street, Perenjori, Western Australia 6620
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Lease:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CPI Review means the rent review process described in **clause 5.3**;

Commencement Date means the date of commencement of the Term specified in **Item 5** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Emergency means a serious, unexpected situation requiring immediate action;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

Fees & Charges Review means the rent review process described in **clause 5.4**;

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

Maintenance Schedule means the maintenance and repair schedule annexed to this Lease as **Annexure 3**;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose set out in **Item 7** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 7** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 3** of the Schedule;

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

2. Grant of lease

- (1) Subject to paragraph (2), the Lessor leases to the Lessee the Premises for the Term subject to:
 - (a) all Encumbrances;
 - (b) the payment of the Amounts Payable; and
 - (c) the performance and observance of the Lessee's Covenants.
- (2) This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. The parties acknowledge that the Minister for Lands' consent to this Lease annexed hereto as **Annexure 2**.

3. Quiet enjoyment

Except as provided in the Lease and subject to the performance and observance of the Lessee's Covenants, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
 - (d) security charges or call out charges which, in the Lessor's reasonable opinion, relate to an act or omission by the Lessee, the Lessee's Agents or the Lessee's use of the Premises; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed, the Lessor will determine (acting reasonably) a proportionate amount payable by the Lessee in respect of the Premises and the Lessee must pay to the Lessor that amount within 14 days of receipt of a tax invoice from the Lessor.

4.3 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* (WA) and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Lease.

4.4 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Rent review

5.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

5.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 7** of the Schedule.

5.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

5.4 Fees & Charges Review

The Lessor shall determine the Rent payable by the Lessee on an annual basis (including any Further Term and period of holding over, if applicable) during the annual Fees and Charges Review, pursuant to the *Local Government Act 1995* (WA). The Lessor shall notify the Lessee of the revised Rent value and due date for payment once the Lessor's Fees & Charges Schedule has been adopted and published by Council.

6. Insurance

6.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interests in the Premises) for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

6.2 Volunteer insurance and workers compensation insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

6.3 Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain contents insurance to cover the Lessee's fixtures, fittings, equipment, plate glass doors, and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

6.4 Building Insurance to be effected by Lessor

- (1) The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises 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.
- (2) In respect of the insurance referred to in paragraph (1) above, the Lessee will be responsible for any insurance excess and similar cost which is imposed upon the Lessor by its insurer as a result of, or in any way related to the Lessee's use or occupation of the Premises.

6.5 Details and receipts

In respect of the insurances required by **clauses 6.1, 6.2 and 6.3** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

6.6 Payment of excess on insurance

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 6.1, 6.2 and 6.3**.

6.7 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under this clause, or any adjoining premises, void or voidable;

- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

6.8 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which the Lessee is or might be aware; and
- (b) any circumstances of which the Lessee is 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.

6.9 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 6.1, 6.2 and 6.3**.

6.10 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessee does not take any responsibility for the loss or damage of the Lessee's property.

7. Indemnity

7.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

7.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

- (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

7.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Premises or the Lessor's Fixtures and Fittings;
 - (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.6 Limit of Lessor's liability

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

8. Maintenance, repair and cleaning

8.1 Generally

- (1) Subject to **clauses 8.2 and 8.3**, the Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural repair except when such repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (2) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (3) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintenance Schedule

- (1) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (2) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

8.3 Acknowledgement

The Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Lessor's Council has approved such expenditure.

8.4 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

8.5 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

8.6 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

8.7 Surroundings and boundary fencing

- (1) Subject to any contrary provisions in the Maintenance Schedule, the Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon;
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense;
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require;
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

8.8 Lessor's Fixtures and Fittings

- (1) The Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.
- (2) The Lessor is not required to or responsible for replacing any item of the Lessor's Fixtures or Fittings.
- (3) The Lessee is responsible for replacing any specialist equipment items required for the Permitted Purpose.

8.9 Pest control

- (1) The Lessor will undertake at its cost regular pest control inspections.
- (2) The Lessee must take all reasonable steps to keep the Premises free of any pests and vermin or the cost of extermination will be borne by the Lessee.

8.10 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:

- (a) do so in a proper manner using good quality materials;
- (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
- (c) comply with all reasonable directions given or requests made by the Lessor; and
- (d) be finished in a proper and workmanlike manner.

8.11 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises (and any structures or buildings constructed on the Premises).

8.12 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

8.13 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

9. Alterations

9.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or

- (e) subject to the performance of the Lessee's obligations in **clause 8**, 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.

9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 9.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

9.3 Cost of Works

All works undertaken under this clause will be carried out at the Lessee's expense.

9.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

10. Use

10.1 Restrictions on use

The Lessee must not and must not suffer or permit a person to:

- (a)
 - (i) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;

- (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous or illegal compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

10.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

10.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

10.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

11. Lessor's right of entry

11.1 Entry on Reasonable Notice

- (1) The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an Emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under

this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

- (2) The Lessor must make good any damage caused to the Premises or the Lessor's property as a result of the Lessor exercising the Lessor's power to enter the Premises in the case of an Emergency.

11.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 11.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

12. Statutory obligations and notices

12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes, local laws, mandates and directives from time to time in force relating to the Premises, including without limitation all relevant laws, mandates and directives relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

12.2 Safety & Testing Obligations

Subject to any contrary provision in the Maintenance Schedule, the Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that any fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the fittings comply with all statutory requirements and are safe for use.

12.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 12.1 and 12.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 12.1 and 12.2**.

12.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits

having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor; and
- (d) any incident, event or occurrence which has the potential to have an adverse impact upon the health and/or safety visitors or patrons of the Premises or the wider community.

14. Default

14.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for a six month period;
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

14.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 14.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and

- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

14.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

14.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

14.5 Essential Terms

Each of the Lessee's Covenants in **clauses 4** (Rent and Other Payments), **6** (Insurance), **7** (Indemnity), **8** (Maintenance, Repair and Cleaning), **10** (Use), **18** (No Assignment, Subletting and Charging) and **22** (Goods and Services Tax) are essential terms of this Lease but this **clause 14.5** does not mean or imply that there are no other essential terms in this Lease.

14.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term

as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 14.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 14.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

15. Option to renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,
- (c) the Lessor agrees in its absolute discretion to the grant of the Further Term,

the Lessor will grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

16. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

17. Obligation on Termination

17.1 Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

17.2 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

17.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

17.4 Lessor can remove property on re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

17.5 Clause to survive termination

The Lessee's obligations under this clause shall survive Termination.

18. No Assignment, sub-letting and charging

18.1 No Assignment or Subletting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.

18.2 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

18.3 No mortgage or charge

The Lessee must not mortgage nor charge the Land.

19. Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Lessee, either party may be notice in writing to the other of them

given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

20. Alcohol

20.1 Sale of alcohol

The Lessee covenants and agrees:

- (a) to exercise reasonable care and skill in accordance with any relevant Written Law in the sale of alcohol on the Premises; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

20.2 Liquor licence

The Lessee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 9** shall apply;
- (b) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (c) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988* and *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

21. Disputes

21.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Lessee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

22. Goods and services tax

22.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Land or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. General Provisions

24.1 Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the certificate of title to the Premises.

24.2 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

24.3 Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

24.4 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

24.5 Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

24.6 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

24.7 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

24.8 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.9 Non Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Lease without first obtaining that Party's consent.

24.10 Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

24.11 Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;

- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an the Lessee or any person authorised by the Lessee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

25. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land

Reserve 17056, Lot 516 on Deposited Plan 404662 being the whole of the land comprised in Crown Land Title Volume LR3164 Folio 889.

Item 2 Premises

That part of the Land depicted on the plan delineated in green annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Term

21 years commencing on the Commencement Date.

Item 4 Further Term

Not applicable.

Item 5 Commencement Date

1 January 2023.

Item 6 Rent

\$1.00 inclusive of GST per annum payable in advance, with the first payment due on the Commencement Date, and reviewed annually in accordance with the terms of this Lease.

Item 7 Rent Review Date

The Lessor shall determine the Rent payable by the Lessee on an annual basis (including any Further Term and period of holding over, if applicable) during the annual Fees and Charges Review, pursuant to the *Local Government Act 1995* (WA). The Lessor shall notify the Lessee of the revised Rent value and due date for payment once the Lessor's Fees & Charges Schedule has been adopted and published by Council.

Item 8 Permitted Purpose

To manage, maintain and conduct a recreational sporting club for the benefit of the community and for the uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Redecorating dates

Unless otherwise agreed by the Lessor in writing, every five (5) years and one final redecorating date within 30 days of Termination of this Lease.

Item 11 Additional terms and conditions

11.1 Information requirements

The Lessee is required to comply with the information requirements (if any) set out in **Annexure 4**.

11.2 Lessor responsible for bio-waste and potable systems

The Lessor agrees with the Lessee to be responsible for the Premises' bio waste and/or potable water systems.

11.3 Hire

- (1) The Lessee may hire out the Premises or any part thereof PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the rates of hire are consistent with the Lessor's community hire rates, as amended by the Lessor from time to time;
 - (c) the Lessee ensures any hirer complies strictly with the relevant terms of this Licence; and
 - (d) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Licence, "hire" means any hire of the Premises by the Lessee to a third party for a temporary or short-term period of time and does not include any formal transfer, assignment or sublicence of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

11.4 Maintenance Inspections

The Lessor will be responsible for maintenance/inspections of the following statutory requirements:

- (a) Fire Safety Equipment, including but not limited to, fire extinguishers, evacuation plans, exit signs;
- (b) RCD and Emergency Lighting (Tag & Test);
- (c) Testing and Tagging of equipment (fridges, microwaves);
- (d) Testing and Tagging of equipment placed in facility by Lessee;
- (e) Backflow Device Testing – RPZ Valve;

- (f) Grease Traps;
- (g) Asbestos (testing and removal); and
- (h) Pest Control Inspections (including but not limited to termites).

11.4 Licences and Registrations

The Lessee and all staff must hold all required and current licences and registrations for operation of the Permitted Purpose. The Lessee shall supply copies of any such licences and registrations at the request of the Lessor.

11.5 Safety and Security of Employees and Subcontractors

- (1) The Lessee shall at all times maintain work practices, procedures and standards to ensure the safety of its employees and subcontractors and full compliance with all Commonwealth and State statutory requirements.
- (2) All employees and subcontractors of the Lessee shall use all appropriate personnel safety equipment required for each task.

11.4 Use of materials

All equipment, materials and accessories in used by the Lessee in the Premises shall be new, of commercial grade, and shall conform to appropriate current Australian Standards specifications.

11.4 No warranty by Lessor

The Lessor does not give any warranty, guarantee or assurance as to the level of demand, customers or business potential that may be obtained in the Premises for the Permitted Purpose.

11.5 Storage

No personal belongings, items, assets, parts, equipment or consumables of the Lessee may be stored in areas outside of the Premises unless approved by the Lessor. Any items found stored outside of the Premises without approval of the Lessor will be removed by the Lessor at the cost of the Lessee.

11.6 Care for property

The Lessee is responsible for signage, cleaning of areas, fit-out and maintenance of fit-out of the Premises. The Lessor will periodically conduct Premises and (if applicable) health inspections.

11.7 Dangerous goods

- (1) Without detracting from **clause 10.1(d)** if the Lessee intends to use or store any dangerous good, a detailed list is to be provided to the Lessor for approval. The Lessee must demonstrate how compliance will be assured and maintained in regards to the Australian Standards and relevant regulatory authorities.
- (2) Where the storage of any dangerous good or substance is approved, the Lessee shall control those items and hold an inventory of such items. The Lessee will provide a copy of the inventory and an inspection of the items themselves upon request of the Lessor.

11.8 Business Reporting

- (1) The Lessee shall submit a report on its business operations to the Lessor no later than the 10th working day of each new subsequent calendar quarter covering the quarter immediately before.
- (2) The report is intended to assist the Lessor to better understand trading conditions at the Perenjori Sports Club and shall include:
 - (a) Full time employees or equivalent full time employees employed;
 - (b) Aggregate number of transactions completed; and
 - (c) Aggregate value of transactions completed.

11.9 Operating hours

The Lessee acknowledges and agrees that the Lessee and the Lessee's Agents can only enter upon the Premises and open the bar on the Premises for business in accordance with the liquor licence restrictions for the Premises.

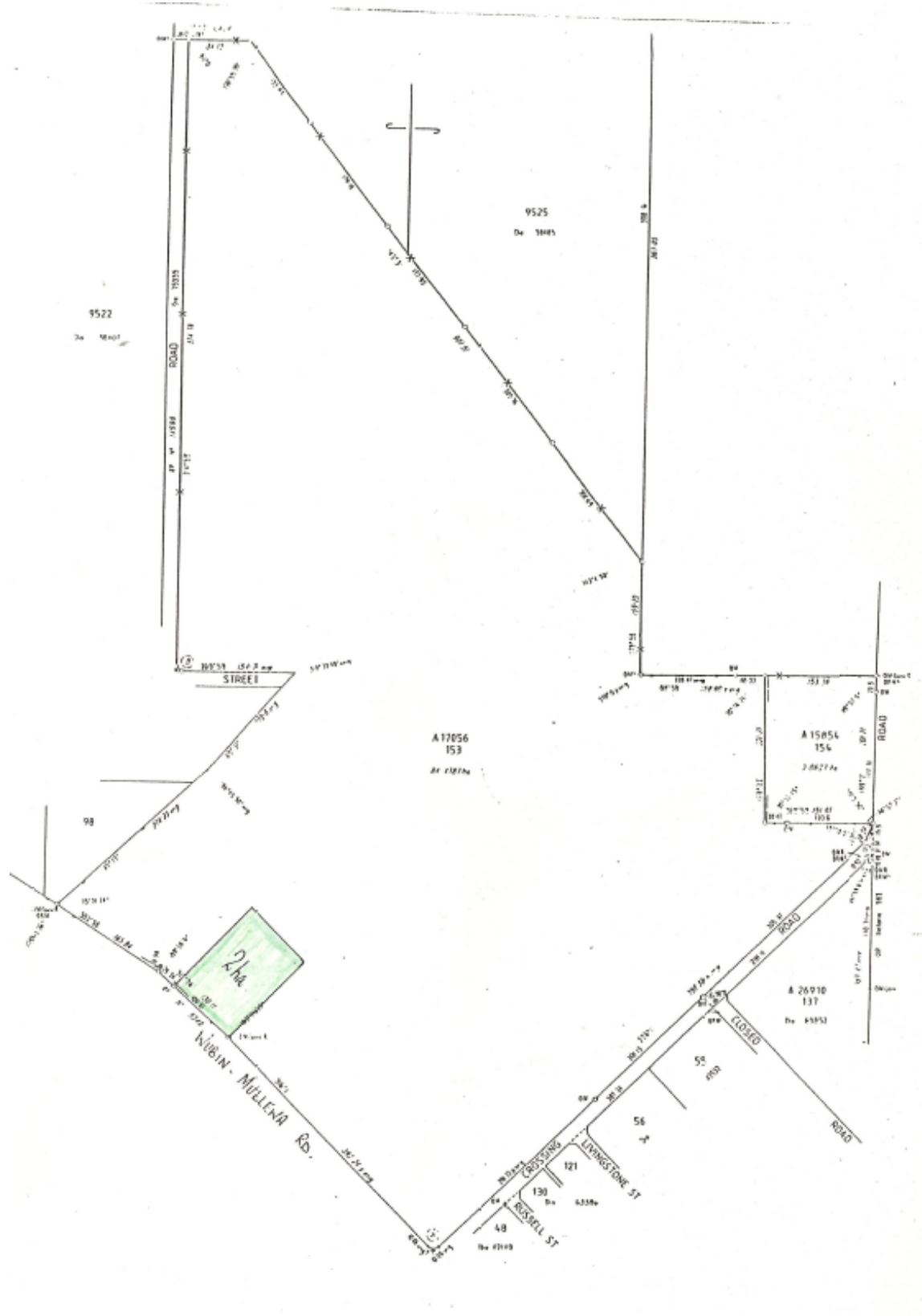
11.10 Food licence

The Lessee covenants and agrees to not to use or allow the Premises to be used for the sale of food and beverages without first obtaining the relevant a licence or permit required by any Written Law.

11.11 Liquor licence

- (1) The Lessee is permitted to sell and supply liquor in accordance with the provisions of section 48 of the *Liquor Control Act 1988* (WA) as it relates to club restricted licences (**Licence**).
- (2) The Lessee must comply with all conditions and restrictions of the Licence and agrees to fully indemnify the Lessor from all non-compliance.
- (3) Food shall be available to patrons during all trading hours.
- (4) A closed circuit television video ("CCTV") surveillance system able to identify individuals and showing times and dates must be in place on the licensed premises and operational. The CCTV system must comply with the requirements as identified in the Director's Policy 'Security at Licensed Premises'. The system is required to provide and record continuous images of the entrances and exits to the premises during normal trading hours and until one (1) hour after trading ceases. Images recorded via the CCTV system must be retained for at least twenty eight (28) days and must be made available for viewing or removal by the Police or other persons authorised by the Director.
- (5) Entertainment and music on the licensed premises is to be maintained at a volume that complies with the *Environmental Protection Act 1986* (WA) and the *Environmental Protection (Noise) Regulations 1997* (WA) at all times.

Annexure 1 – Sketch of Premises





Annexure 2 – Minister for Lands' consent

[Insert Minister for Lands' consent letter for Reserve/Crown Land. Consent should be obtained, through the Department of Planning, Lands and Heritage prior to signing of the Lease. If the land is owned by the City in fee simple then insert "Not applicable".]

Annexure 3 – Maintenance Schedule

If this Maintenance Schedule is silent, the provisions of the Lease will apply.

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee Agents, or by the Lessees particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents, the Lessor may require, by written notice to the Lessee, that the Lessee be fully responsible for the costs of such repair, maintenance or replacement.

Occupant Responsibilities

- General cleaning of the building and/or premises
- Removal of excess rubbish
- Repairs and replacement of light bulbs and tubes
- Replacement of window glass resulting from internal impacts.
- Repair of all plumbing, such as: washer replacements, leaking taps, blockages, tapware, toilet cisterns.
- Removal of internal graffiti where no break in has occurred and repaint if necessary
- Replacement of lost/stolen air conditioning control units
- Repair damage to any fitting, doors, door handles, door hinges, floor covering, wall, ceiling, installation, equipment etc. which have been damaged as a result of incidental or malicious actions, or negligence – as determined by the Shire's Property Condition Report.
- Replacement keys/access swipes if lost or stolen including locks if replaced – must be arranged by the Shire
- Air conditioning units cleaning / inspections.
- Professional carpet cleaning bi-annually.
- Clearing and removal of debris in gutters bi-annually
- All grease trap cleaning & filter replacements as required to maintain effective operation
- Internal painting every seven years

Note: Maintenance

In negotiation with the Occupier, the Shire may identify where it is more appropriate for the Shire to carry out any of the above obligations, or where the Occupier requests the Shire to perform/contract maintenance which will be at the Occupier's cost. This may be recorded as a special condition or noted somewhere in this schedule

Additional Occupant maintenance obligations

- Outdoor areas, including the grassed area leading to the tennis courts
- Playground;
- Garden path leading to the main entrance;
- Carpark; and

- Sheds and storage facilities on the premises.

Additional Condition:

The Lessor will be responsible for inspections and servicing of the following statutory requirements:

- Fire Safety Equipment
 - Fire Extinguishers;
 - Evacuation Plans;
 - Exit Signs.
- RCD and Emergency Lighting (Test & Tag).
- Testing and Tagging of Lessor owned equipment (fridges, microwaves).
- Testing and Tagging of equipment placed in facility by Lessee.
- RPZ Valve Testing (backflow device).
- Grease Traps.
- Asbestos (testing and removal).
- Pest Control Inspections (including termites).

Annexure 4 – Information requirements

Provision of information

- (1) The Lessee agrees to provide to the Lessor:
 - (a) a copy of the Lessee's audited annual statement of accounts for each financial year to be provided on:
 - (i) commencement of this lease; and
 - (ii) annually within seven days from the Lessee's Annual General Meeting
 - (b) advice of any changes in its office holders during the Term;
 - (c) a business report in accordance with **Item 11.8** of this Lease; and
 - (d) any other information on the Lessee reasonably required by the Lessor
- (2) The Lessee agrees that it will not materially change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

ATTESTATION SHEET

Executed by the parties as a Deed on the

day of

in the year 2023

LESSOR/LESSORS SIGN HERE (NOTE 10)

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

Chief Executive Officer - Signature

(Print full name)

Shire President - Signature

(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

THE COMMON SEAL of **Perenjori Sports Club Inc.** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name:

Office Holder Sign

Office Holder Sign

Full Name

Full Name

Address

Address

Office Held

Office Held

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.

The Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:

(a) in the Second Schedule;

(b) If no Second Schedule, there are encumbrances.

(Unless to be removed by action or document before registration hereof)

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number.

The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".

If none show "nil".

3. LESSOR

State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of the Lessee/Lessees and the address/addressee to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Must exceed 3 years.

Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount in words.

8. State term of payment.

9. Insert any Covenants required.

10. LESSOR/LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

LEASE

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY McLeods Lawyers

ADDRESS 220 Stirling Highway
Claremont WA 6010

PHONE No. (08) 9383 3133

FAX No. (08) 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATION ETC LODGED HERewith

1. _____ Received Items

2. _____ Nos

3. _____

4. _____

5. _____ Receiving Clerk

6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED



14. Governance:

14.1 REVIEW OF STATE ELECTORAL BOUNDARIES

Applicant:	Shire of Perenjori
File:	ADM 0670
Date:	26 July 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Paul Anderson – Chief Executive Officer
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	Electoral Distribution Commissioner's Explanatory Statement

Summary

The purpose of this report is to endorse a submission by the President and CEO in relation to the review of the State electoral boundaries that recommend amalgamating the districts of Moore and Northwest Central.

Background

According to the [Electoral Act 1907](#), the State is divided into 59 electoral districts and one whole of State electorate for the Legislative Council. Each district returns one member to the Legislative Assembly while the whole of State electorate returns 37 members to the Legislative Council.

Since amendments to the [Electoral Act 1907](#) in 2005, a review of the electoral boundaries must commence as soon as practicable two years after the previous State general election.

A regular review of the electoral boundaries ensures that at election time, the number of electors in each district is within a permissible range of the average district enrolment. It is intended to, as far as practicable, make the number of electors in each district as comparable as possible, but also allows some tolerance.

It is the job of the Electoral Distribution Commissioners to ensure that enrolments in an electorate are within the upper and lower permissible limits and, while doing this, they must also take into consideration other factors affecting electorates, including those affecting rural and remote areas of Western Australia.

The number of electors in an electorate is the most important consideration when reviewing electoral boundaries, as it is the job of the Commissioners that enrolments in a district are not outside the upper or lower permissible limits once the review is complete. This ensures that generally, each elected representative represents the same number of electors. However, a tolerance in the number of electors for each district allows for the consideration of other factors affecting electorates, particularly those in regional and remote areas.

Districts are reviewed on the basis of the 'average district enrolment', which is calculated on the enrolment figures at the close of electoral rolls two years after the last State general election. A district may be considered to have a permissible total of electors with up to 10% more or 10% less than the average district enrolment.

The permissible variance from average district enrolment is different for districts with an area larger than 100,000 square kilometres. These large districts which include the most remote parts of Western Australia, are entitled to a Large District Allowance (LDA). The LDA is calculated as being equal to 1.5% of the total area of the district and is added to the number of electors in the district. The total electors (including the LDA) must be within the range of 10% more or 20% less than the average district enrolment to be permissible.

The prescribed factors also considered when reviewing electoral boundaries are (s. 16I):

- community of interest
- land use patterns
- means of communication, means of travel and distance from capital
- physical features
- existing boundaries of regions and districts
- existing local government boundaries
- the trend of demographic changes.

These prescribed factors are taken into consideration as far as the variation from average district enrolment will allow.

The following is an extract from the report from the commissioner published in July 2023:

The Commissioners acknowledge that this proposal is contrary to a large number of suggestions and comments received during the public consultation process. Altogether, 12 suggestions and 68 comments submitted that the current 16 non-metropolitan districts should be retained, with a combined 72 suggestions and comments specifically submitting that the district of Northwest Central should be preserved. A further 6 suggestions and 15 comments noted the disadvantages that arise for electors and members in geographically large electoral districts.

The Commissioners concluded that transferring the most northern, eastern and south-eastern areas of Northwest Central and Moore to adjoining districts and then amalgamating the remaining area into a single electorate would create a district that is almost half the size of the current Northwest Central (431,224 square kilometres compared to 820,591 square kilometres) and contains a significantly more cohesive community of interest by virtue of a predominant primary production industry.



Nil

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.3. The Shire advocates and partners effectively on behalf of the community

Officer Comment

Objections to the recommendations by the Electoral Distribution Commissioners can be made up until 21 August 2023 and it is the intent of the President and CEO to lodge an objection based on the following commentary.

Anyone, such as individuals, community groups, political parties, local councils, may make a submission and individual councillors should also consider making a submission and encouraging other local residents to put in an objection.

<http://www.boundaries.wa.gov.au/have-your-say/making-submission>

The Shire President commented to ABC News on 21 July 2023 as follows:

"That the proposal would mark a further dilution of political representation for regional communities. It's an extraordinarily large seat, or it will be — it will go basically from Muchea to the border north-east of Carnarvon ... it's a ludicrous decision," he said.

"It just talks to the general lack of acknowledgement of rural people by this government." Mr King said he was concerned the move would decrease quality of life and access to services in the Midwest. "It means that where they are suffering from a lack of access to services, that will just get worse," he said.

"There's not too many hospitals in the bush where someone can have a baby. Most of the hospitals are hand to mouth, they're very good at what they do, but they're short-staffed."

"It's continually impacting rural people ... the lack of regard for rural communities by a metro-centric political system."

As commented by the President, residents of remote and regional areas are already significantly disadvantaged by remoteness, a lack of basic services, transport and a reduced level of government services.

The electoral district of Northwest Central is already a substantial area, and the proposed addition of the electorate of Moore and other sections makes an electoral district that has a very diverse population, varied ideas of community interest and vastly differing and emerging economic drivers, which should not all be simply classified as primary production.

There is already a substantial expectation of regionally elected representatives to manage an extensive portfolio of local issues across their large electorates and any reductions in representation will have a materially adverse impact on already marginalised areas.

Increasing the size of any electoral boundary in the North of the state will further disempower residents in those areas. Local representation for rural, regional and remote residents are critical to ensure that the unique circumstances associated with living in a remote location are adequately understood and represented in decision making.

This will assist in the ongoing endeavours of these communities to attract and maintain population which in turn contributes to the significant per capita contribution of the State's wealth that is generated from regional areas. The simplistic methodology for assigning boundaries within an average deviation has the potential to disincentivise regional living, ultimately driving population away from the area.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council endorse the comments and objections by the Shire President and Chief Executive Officer lodged to the Electoral Commission's proposal to amalgamate the electoral districts of Moore and Northwest Central to form the electoral district of Midwest and reduce non-metropolitan representation from 2 to 1 elected member.

Motion put and carried / lost

Western Australian Electoral Distribution Commission

Proposed Boundaries

July 2023

Written objections close 21 August 2023

Final boundaries will be published by 1 December 2023





Introduction

The *Electoral Act 1907* (the Act) requires that Western Australia's State electoral boundaries be reviewed once in the life of each Parliament.

The distribution process commenced in March 2023 and is being undertaken by the three independent Electoral Distribution Commissioners:

- Hon. Eric Heenan KC, retired Judge of the Supreme Court of Western Australia (Chairperson)
- Mr Tom Joseph, Government Statistician
- Mr Robert Kennedy, Western Australian Electoral Commissioner

The Act requires the Commissioners to determine a "relevant day" at an approximate mid-point between the previous and next State General Election. The Commissioners then undertake their review of the electoral boundaries based on Western Australia's elector enrolment figures as of this date. For the 2023 Distribution the Commissioners selected 13 March 2023 as the "relevant day."

A public consultation process commenced on 1 April 2023 with an invitation for public suggestions published state-wide. To inform this process, enrolment figures, a *Distribution Process Overview* and a fact sheet entitled *Making a Submission* were published on the Electoral Boundaries WA website (www.boundaries.wa.gov.au). In total, 35 initial suggestions and 96 comments on these suggestions were received. All were carefully considered by the Commissioners.

In developing the proposed boundaries the Commissioners were also assisted by trained cartographers using Geographical Information System software in addition to a MapInfo application called Boundary Maker (developed and kindly made available by the Victorian Electoral Commission). This system is loaded with spatial data sourced from Western Australian State Government agencies and the Australian Bureau of Statistics, supplemented by Western Australian Electoral Commission enrolment data. Available information also allows the overlay of features such as existing State, Local and Federal Government electoral boundaries, rivers and roads, property boundaries, and aerial views to assist the Commissioners in their decision making.

The distribution process prescribed by the Act now provides this opportunity for the public to be informed of, consider, and voice objections, suggestions, improvements or any other comments in relation to the electoral boundaries and district names proposed by the Commissioners. The Commissioners are required by law to consider all comments received through this process.

Anyone wishing to submit an objection to the proposed boundaries must do so in writing by no later than 5:00pm on 21 August 2023. Instructions on how to lodge an objection can be found on the Electoral Boundaries WA website.

The Commissioners will take all objections into account before making their final determination. Once made, that determination is binding and will apply at the next State General Election due to be held in March 2025.

The Electoral Distribution Commissioners



Mr Tom Joseph
Government Statistician

The Hon. Eric Heenan KC,
retired Judge of the Supreme Court
of Western Australia (Chairperson)

Mr Robert Kennedy
Electoral Commissioner



The distribution process

LEGISLATIVE REQUIREMENTS

The Act requires that Western Australia be divided into 59 electoral districts, with each district electing one member to serve in the Legislative Assembly. The Commissioners do not have the power to change the number of electoral districts in the Legislative Assembly.

Due to the reforms enacted by the *Constitutional and Electoral Legislation Amendment (Electoral Equality) Act 2021*, the entirety of Western Australia will be considered a single electorate for the purpose of electing 37 members to serve in the Legislative Council at the 2025 State general election. This abolishes the role of the Commissioners in determining boundaries that apply to the election of members of the Legislative Council, along with the requirement that a certain number of Legislative Assembly districts be placed within each Legislative Council region.

The reforms also abolish the requirement to maintain a distinction between metropolitan regions and non-metropolitan regions when determining Legislative Assembly district boundaries.

PRESCRIBED ENROLMENT IN EACH DISTRICT

The Act requires the Commissioners to calculate the Average District Enrolment (ADE) across all Legislative Assembly seats as at the “relevant day” by dividing the number of electors in Western Australia by the number of Legislative Assembly districts. The total number of electors on the State electoral roll as at 13 March 2023 was 1,795,461. Divided by the total number of electoral districts (59), this results in an ADE of 30,432 electors.

With the one exception set out below, the number of electors in each district must be within 10 per cent (plus or minus) of the ADE. For the 2023 Distribution this means that enrolment figures in each district must not exceed 33,475 electors or be lower than 27,389 electors (except for certain very large districts).

The exception referred to above applies to districts which exceed 100,000 square kilometres in geographical area. In accordance with section 16G(3) of the Act, these districts receive a Large District Allowance (LDA), which is calculated as 1.5% of the number of square kilometres in the district. The geographical area of proposed districts was calculated using publicly available data files sourced from the Australian Bureau of Statistics.¹

The LDA is added to the number of actual electors enrolled in the district to arrive at a notional enrolment figure. In districts that have a LDA, the Commissioners must set boundaries so that the notional enrolment figure is within minus 20 per cent and plus 10 per cent of the ADE. For the 2023 Distribution, the notional enrolment figure for districts that received a LDA must therefore be no less than 24,346 and no more than 33,475.

¹ Australian Bureau of Statistics – SA1 Statistical Areas Level 1 – 2021 – Shapefile (GDA 2020), *Australian Statistical Geography Standard Edition 3*, reference period July 2021-June 2026, released 20 July 2021, available at <https://www.abs.gov.au/statistics/standards/australian-statistical-geography-standard-asgs-edition-3/jul2021-jun2026/access-and-downloads/digital-boundary-files>

As of 13 March 2023 there was a total LDA of 36,129 spread across the following six existing electoral districts:

District	Electors	LDA	Total (electors plus LDA)
Central Wheatbelt	26,652	1,532	28,184
Kalgoorlie	20,268	8,332	28,600
Kimberley	16,514	8,032	24,546
North West Central	11,021	12,275	23,296
Pilbara	23,716	4,383	28,099
Roe	25,387	1,575	26,962

A number of suggestions and comments received by the Commissioners proposed a different methodology be used to calculate the appropriate number of electors for non-metropolitan districts. It should be noted that the Act is explicit in its requirements and does not provide the Commissioners with any discretion to depart from the methodology outlined above. Only Parliament could make such changes.

OTHER FACTORS TO BE CONSIDERED

Section 16I of the Act requires the Commissioners to give due consideration to the following factors when determining district boundaries:

- community of interest;
- land use patterns;
- means of communication, means of travel and distance from the capital;
- physical features;
- existing boundaries of districts;
- existing local government boundaries; and
- the trend of demographic changes.

The Act does not stipulate weightings to be assigned to these factors, nor the ways in which they should inform decision making. In practice they can apply in various ways. For example, major transport routes can serve as a natural boundary in some cases, or a unifying factor in others. Land use patterns may be distinctive or mixed. Local government and locality boundaries, sometimes cited as an indicator of community of interest, may diminish in importance over time through the construction of adjoining housing corridors or transport networks. Even existing State electoral boundaries may become less influential where significant population growth has taken place since the previous distribution.

A factor the Commissioners consciously do not take into consideration is the potential political impacts of the boundaries they propose. The draft proposals have been formulated on an entirely independent basis. Furthermore, no information is available to or used by the Commissioners regarding past voting patterns in any electoral districts or areas of the State. While political organisations and their members are entitled to provide submissions to the Commissioners for consideration, and have done so, the proposed boundaries have been developed on an entirely objective basis by applying only those considerations allowed for by the Act.

In the final analysis, the paramount consideration of the Commissioners is elector numbers. Regardless of any other factors, the total number of electors in any district (or in the case of districts

with a LDA, the total number of electors plus LDA) must be within the permissible limits prescribed by the Act.

DETERMINING THE PROPOSED BOUNDARIES

As of 13 March 2023 there are 10 existing districts with enrolment levels outside of the permissible limits and therefore must have adjustments made to their boundaries:

District	No. of Electors	Variation from Average District Enrolment
Armadale	34,151	12.22%
Baldivis	35,906	17.99%
Butler	36,484	19.89%
Jandakot	34,756	14.21%
Mandurah	33,736	10.86%
Midland	33,629	10.51%
Moore	26,976	-11.36%
North West Central ²	23,296	-23.45%
Perth	33,489	10.05%
West Swan	35,412	16.37%

In the view of the Commissioners, it is important to maintain (as far as is practicable) close comparison between the number of electors within the various districts, both for the purposes of maintaining near parity of voting influence between each district, and to allow for changes in elector population in the period before the next State General Election. This entails keeping variations from the ADE to the lower end of the legally permitted ranges where possible. While the majority of current districts remain within the legal tolerance limits, 17 are close to their applicable margins and are subject to exceeding them through continued population changes in the near future. For this reason, the Commissioners thought it desirable to ensure the variation from ADE for the following districts was reduced:

District	No. of Electors	Variation from Average District Enrolment
Albany	28,540	-6.22%
Cockburn	32,392	6.44%
Collie-Preston	32,331	6.24%
Cottesloe	32,248	5.97%
Darling Range	33,161	8.97%
Dawesville	33,362	9.63%
Forrestfield	28,857	-5.17%
Fremantle	32,955	8.29%
Geraldton	27,893	-8.34%
Kimberley ³	24,546	-19.34%
Landsdale	32,725	7.54%
Murray-Wellington	32,237	5.93%
Scarborough	32,078	5.41%
Swan Hills	32,081	5.42%
Vasse	33,254	9.27%
Wanneroo	33,152	8.94%
Warnbro	32,891	8.08%

² North West Central figure is comprised of 11,021 electors and a Large District Allowance of 12,275.

³ Kimberley figure is comprised of 16,514 electors and a Large District Allowance of 8,032



The Commissioners are therefore of the view that at least 27 districts require some degree of adjustment to their boundaries. As adjustments in any one district inevitably have a flow-on effect to the boundaries of surrounding districts, the distribution proposal outlined herein sees changes proposed to the boundaries of 53 of the 59 Legislative Assembly districts.

NAMING CONVENTIONS

The Commissioners have sought to retain the current names of districts where possible. However, where proposed changes in district boundaries have necessitated a change of name, the Commissioners have resolved to continue the past practice of naming districts after localities. Details of the proposed new or changed names of districts can be found on page 12.





Apportionment of metropolitan and non-metropolitan districts

The legislative imperative is to propose electoral districts which, including LDAs where applicable, are closely comparable as far as practicable, having regard to all the considerations in section 16I of the Act. A major issue to be considered by the Commissioners was whether the existing balance of metropolitan and non-metropolitan districts (43 metropolitan, 16 non-metropolitan) should be maintained or varied. For the reasons set out below, the Commissioners determined that it was appropriate to put forward a proposal that reduced the number of non-metropolitan districts by one and increased the number of metropolitan districts correspondingly.

The proposal to abolish a non-metropolitan district was not made lightly. The Commissioners began the distribution process by considering various approaches that could be taken, including:

- retaining the existing 16 non-metropolitan districts;
- ceding non-metropolitans district to the metropolitan area; and
- creating 'hybrid' districts (districts that included metropolitan and non-metropolitan areas).

The Commissioners' analysis of these approaches and subsequent deliberations were informed by the submissions received during the public consultation process undertaken in April and May 2023, along with population reports sourced from the Western Australian Department of Planning, Lands and Heritage⁴, the Australian Bureau of Statistics⁵ and the Australian Government Centre for Population⁶. The Commissioners were cognisant of the impact the COVID-19 pandemic may have had on the accuracy of population forecasts developed prior to 2020, however they were satisfied by the reports produced from 2020 onwards that the pandemic has had a minimal effect on the long-term population trends that were evident pre-pandemic.

After reviewing the approaches in detail, the Commissioners concluded that, while there was no objection to pursuing a course of action that created hybrid districts, factors of community of interest, land use patterns, existing local government boundaries and the physical location of townships and communities weighed in favour of retaining a distinction between metropolitan and non-metropolitan electoral districts. The hybrid approach was consequently discounted from further consideration.

After subjecting the remaining approaches to further scrutiny and alterations, it was the assessment of the Commissioners that maintaining the current number of metropolitan and non-metropolitan districts would result in a significant number of districts being too close to the permitted tolerance limits and therefore susceptible to distortion by elector population changes in the near term. Furthermore, it was recognised that a decision to maintain the current number of metropolitan and non-metropolitan districts would not allow the Commissioners to develop boundaries that

⁴ Department of Planning, Lands and Heritage, *Western Australia Tomorrow Population Report No. 11*, available from <https://www.wa.gov.au/government/document-collections/western-australia-tomorrow-population-forecasts>

⁵ Australian Bureau of Statistics, *Population Projections, Australia*, available from <https://www.abs.gov.au/statistics/people/population/population-projections-australia/latest-release#western-australia>

⁶ Australian Government Centre for Population, *Population Statement (2020, 2021, 2022)*, available from <https://population.gov.au/publications>



adequately reflected the following demographic factors:

- the high rate of population growth occurring in the expanding northern, eastern and southern areas of the greater Perth region (for example, the overall number of electors in the State has grown by 10.37 per cent between the 2019 and 2023 Distributions. By comparison, the elector population of the district of Butler grew by 26.68 per cent, West Swan by 23.29 per cent, Jandakot by 20.68 per cent and Baldivis by 23.13 per cent over the same period);
- the ongoing trend of the elector population located within the metropolitan area growing at a faster rate than the elector population located outside of the metropolitan area (this has emerged as an ongoing trend over the last eight years. Between the 2015 and 2023 Distributions the metropolitan elector population has grown at an average rate of 2.65 per cent per year, whilst the non-metropolitan elector population has grown at an average rate 2.15 per cent per year);
- population reports forecasting the continuation of the above growth trends;
- the total number of electors in non-metropolitan Western Australia (inclusive of LDA figures) currently equalling approximately 26 per cent of the State's total elector population, which proportionately corresponds to 15 Legislative Assembly districts; and
- The LDA having the practical effect of supplementing the total number of electors across districts where it is applied by 36,129. This corresponds to slightly more than the ADE of 30,432.

The Commissioners therefore concluded that the most appropriate course of action would be to propose amalgamating two non-metropolitan districts to allow the creation of a new metropolitan district in a high-growth area. This has in turn prompted a series of cascading changes to the boundaries of surrounding districts.



Overview - non-metropolitan districts

The most significant change proposed by the Commissioners is the amalgamation of two non-metropolitan districts – North West Central and Moore – to accommodate the creation of an additional district in the growing outer metropolitan area.

The decision as to the most appropriate non-metropolitan districts to be amalgamated was the result of a considered process of elimination to identify the least disruptive option affecting surrounding districts.

Since the 2019 Distribution, districts located along the south-western and south coastal area of the State (Mandurah, Dawesville, Murray-Wellington, Collie-Preston, Bunbury, Vasse, Warren-Blackwood, and Albany) have all experienced elector population growth approximately equal to or in excess of the average regional elector population growth over this period.⁷ These districts also each contain significant population centres that make it impractical for neighbouring districts to absorb electors without exceeding the legislated limits and creating fragmented communities of interest and land use patterns. Similarly, the district of Geraldton has experienced elector population growth of 7.80 per cent since the 2019 Distribution and contains a significant population centre that can only be distributed by extending the boundaries to some extent into Moore.

In the case of Roe and Central Wheatbelt, the Commissioners formed the view that one option would be for one of these districts to absorb the bulk of the other. Again, this was not possible due to the legislated limitations placed on the number of electors permitted within each district and the dissimilar characteristics of the neighbouring districts that would be required to absorb the balance of electors (with the exception of Moore, discussed in detail further on).

Regarding the districts of Kalgoorlie, Kimberley and Pilbara, the unique character of each district and the compounding effect the LDA would have if significant parts were ceded to neighbouring districts meant that they were not suitable options for combination or elimination.

This left the districts of Moore and North West Central for consideration. The Commissioners were required by the Act to adjust the boundaries of these neighbouring districts in any case to rectify the low elector populations within each. In this regard, the particularly low population of actual electors (rather than actual electors plus LDA) of North West Central (11,021 – the lowest of any district in the State) allowed for an amalgamated district, proposed to be named Mid West, to absorb the majority of electors from the districts of Moore and North West Central.

The Commissioners acknowledge that this proposal is contrary to a large number of suggestions and comments received during the public consultation process. Altogether, 12 suggestions and 68 comments submitted that the current 16 non-metropolitan districts should be retained, with a combined 72 suggestions and comments specifically submitting that the district of North West Central should be preserved. A further 6 suggestions and 15 comments noted the disadvantages that arise for electors and members in geographically large electoral districts.

Notwithstanding these consequences, the Commissioners are required by law to take a whole-of-state approach that is driven by elector numbers and the areas of the State in which electors are

⁷ The district of Albany was the lowest at 7.29 per cent and Mandurah the highest at 14.62 per cent.

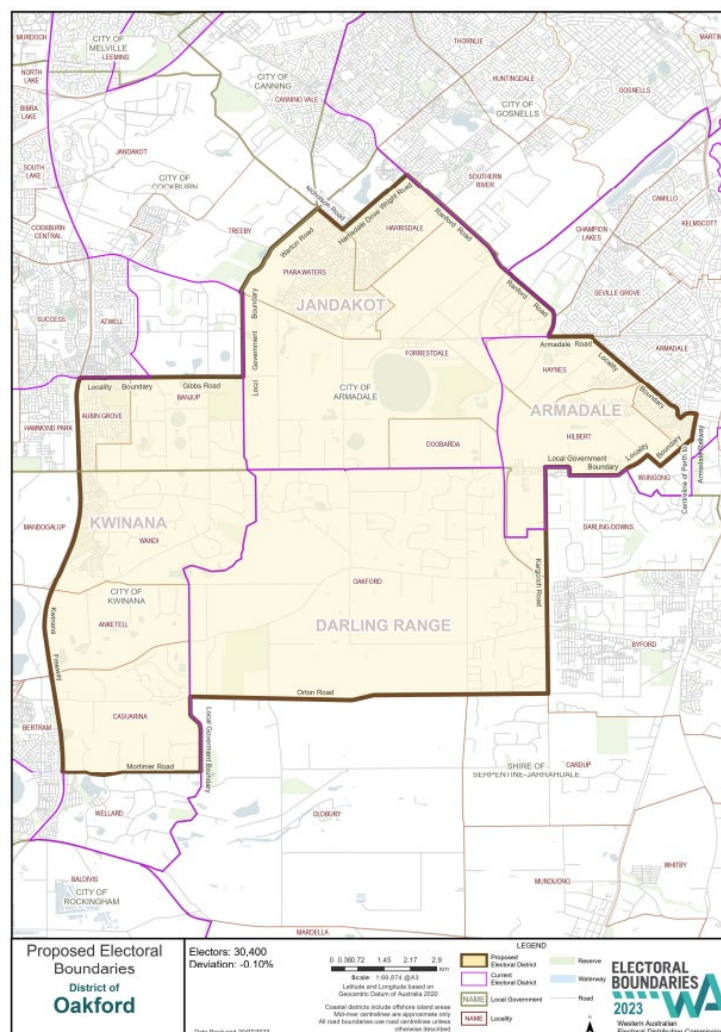
[illegible]

Overview - metropolitan districts

As outlined above, after careful consideration of the various approaches the Commissioners formed the view that a new electoral district was needed in the outer Perth metropolitan area to accommodate the significant growth in elector population that has occurred since the 2019 Distribution. This level of growth is not a new phenomenon. It is a long-standing feature of Western Australia's demography, and is expected to continue for the foreseeable future.

As with the 2015 Distribution that saw the creation of the district of Baldivis, the Commissioners' attention was again drawn to the disproportionate number of districts in the southern metropolitan and Peel regions that were close to or had exceeded the permitted variation from ADE.

The Commissioners therefore propose to establish a new district, to be known as Oakford, that will incorporate the localities of *Anketell*, *Aubin Grove*, *Casuarina*, *Forrestdale*, *Haynes*, *Hilbert*, *Oakford*, *Piara Waters*, *Wandi* and part of *Banjup* to alleviate the immediate elector number pressures in the surrounding districts of Armadale, Baldivis, Darling Range and Jandakot. The placement of a new district in this area would also facilitate a rolling series of boundary adjustments that would enable the Commissioners to bring the existing districts of Butler, Cockburn, Dawesville, Forrestfield, Fremantle, Landsdale, Mandurah, Midland, Perth, Scarborough, Swan Hills, Wanneroo, Warnbro and West Swan within the lower range of the prescribed tolerance limits.





Overview - new district names

The Commissioners have proposed that the names of the following districts be changed to reflect their amended boundaries:

Current district name	Proposed new name
Burns Beach	Mindarie
Carine	Padbury
Mirrabooka	Girrawheen
North West Central	Mid West
Moore	
Swan Hills	Walyunga
Warnbro	Secret Harbour
Willagee	Bibra Lake

The proposed boundary changes that have prompted the need to change the names of these districts are outlined in the following section.



Proposed boundaries

In a report of this nature, it is not practicable to provide detailed reasoning for every proposed boundary change. The Commissioners have therefore focused on providing reasons for the significant alterations being proposed to the following districts.

Comparative tables containing the names, elector populations, geographic area, LDA allocations, and variations from ADE for all current and proposed districts can be found at the end of this section on pages 19 - 21.

NON-METROPOLITAN DISTRICTS

Albany:

To bring the elector population of Albany closer to parity with other districts the Commissioners propose transferring the south-eastern portion of the *Shire of Plantagenet* (including the localities of *Mount Barker*, *Narrikup*, *Porongurup*, *Takalarup* and *Woogenellup*) from Warren-Blackwood to Albany. It is further proposed the remainder of the Shire be transferred to the district of Roe, with which it shares a predominant agricultural industry. While the Commissioners did consider transferring the entire local government area of *Plantagenet* to the district of Albany as per a suggestion received from a local resident, they concluded this would result in an equally unsatisfactory variation from ADE for Albany.


Kalgoorlie:

The proposed creation of the district of Mid West requires the most eastern portion of the current district of North West Central (comprised of the shires of *Wiluna* and *Ngaanyatjarraku*) to be distributed to an adjacent electorate. The Commissioners accept views expressed through the public consultation process that electors in both shires have a strong community of interest with the district of Kalgoorlie. However, transferring the entirety of these local government areas with their associated LDA would lead to Kalgoorlie exceeding the permitted variation from ADE.

The Commissioners therefore propose to divide *Wiluna* and *Ngaanyatjarraku* along lines of latitude that would see the elector population within both shires transferred to Kalgoorlie, and the remaining land area assigned to the district of Kimberley. To accommodate this increase in electors and minimise Kalgoorlie's variation from ADE, the Commissioners propose a similar approach be taken in relation to the *Shire of Menzies*, choosing to divide the shire along a line of longitude that would ensure enrolled electors to its east remain within their current district of Kalgoorlie. To the west of this line, a small portion of *Menzies* containing no enrolled electors would then be transferred to the new district of Mid West.

Kimberley:

The rolling series of boundary changes required to facilitate the creation of the proposed district of Mid West has the additional effect of enabling the Commissioners to propose boundary changes to Kimberley that would significantly reduce the district's large variation from ADE (currently -19.34 per cent). As noted above, the proposed transfer of electors in the shires of *Wiluna* and *Ngaanyatjarraku* to Kalgoorlie would allow the Commissioners to reallocate the northern sectors of these local



government areas and the associated LDA to Kimberley. Additionally, the proposed movement of the shires of *Exmouth* and *Ashburton* to the district of Pilbara (and the high variation from ADE this would create if Pilbara's boundaries were not altered further) permits the Commissioners to transfer the electors and LDA connected with the eastern portion of the *Shire of East Pilbara* to Kimberley, leaving both districts closer to parity with other electorates.

Mandurah:

While only slightly exceeding the permitted variation from ADE at 10.86 per cent, the Commissioners are nonetheless required by the Act to adjust Mandurah's boundaries to reduce the number of electors within the district. The Commissioners therefore propose to transfer the localities of *Madora Bay* and *Lakelands* to the district of Warnbro ("Secret Harbour") to address the immediate concerns regarding Mandurah's high elector population. The Commissioner's further propose reallocating the locality of *Dudley Park* from the district of Dawesville to Mandurah to facilitate boundary adjustments that will minimise Dawesville's current high variation from ADE (9.63 per cent).

Moore/North West Central ("Mid West"):

With the district of Moore currently 11.36 per cent below the ADE and the district of North West Central (including LDA) 23.45 per cent below the ADE, the Commissioners are legally bound to amend the boundaries of both districts. After considering all suggestions, comments and relevant information, the Commissioners are of the view that the coastal and adjacent inland portions of Moore and North West Central that are predominantly involved in primary production should be combined into a single district to be known as Mid West.

To ensure Mid West's variation from ADE is minimised, and to preserve a cohesive community of interest within the district, the Commissioners propose that the wheatbelt shires of *Toodyay*, *Goomalling*, *Dowerin*, *Wongan-Ballidu* and part of the *Shire of Victoria Plains* be transferred to the district of Central Wheatbelt, and that the northern shires of *Ashburton* and *Exmouth* be transferred to the neighbouring district of Pilbara. Lastly, as noted above, the Commissioners propose to transfer electors residing in the shires of *Wiluna* and *Ngaanyatjarraku* to the district of Kalgoorlie and allocate the residual geographic area of these shires to the district of Kimberley.

Roe:

In addition to transferring the northern and western portions of the *Shire of Plantagenet* from Warren-Blackwood to Roe, the Commissioners also propose to transfer the shires of *Wickepin*, *Kulin*, *Kondinin* and *Cuballing* to Roe from the district of Central Wheatbelt. These boundary modifications would reduce Roe's variation from the ADE (currently -11.39 per cent) without diluting the overarching agricultural character of the district, while also facilitating the creation of the proposed new district of Mid West and the proposed expansion of the district of Albany.



METROPOLITAN DISTRICTS

Balcatta:

The Commissioners propose to incorporate the southern part of the locality of *Gwelup* into the district of Balcatta. While this would see Balcatta cross the Mitchell Freeway, the Commissioners are satisfied that this slight deviation from the general western boundary of the district is necessary to allow the districts of Scarborough, Hillarys and Carine (“Padbury”) to maintain acceptable variations from the ADE. The Commissioners also note that all localities within the proposed boundaries of Balcatta are part of the City of Stirling local government area.

Baldivis:

Significant population growth in the southern section of the metropolitan area has led to Baldivis exceeding the ADE by 17.99 per cent. To bring the district’s voter population back within the allowed tolerance range the Commissioners propose ceding much of the geographic area of the locality of *Baldivis*, along with parts of *Wellard* and *Leda* to the districts of Darling Range and Kwinana, retaining the main population centre of *Baldivis* within its eponymous district. These adjustments would also allow the Commissioners to address the district of Warnbo’s high variation from ADE by transferring the locality of *Warnbro* to Baldivis, and facilitate the changes proposed by the Commissioners to the districts of Mandurah and Dawesville and the creation of the new district of Oakford.

Burns Beach (“Mindarie”):

To facilitate the boundary adjustment required to address the significant population growth that has occurred in district of Butler, the Commissioners propose to transfer the locality of *Merriwa* and part of *Ridgewood* to the district of Burns Beach. This transfer would then require a subsequent adjustment to the southern boundary of Burns Beach to keep the district’s variation from ADE within the permitted tolerance. To this end, the Commissioners propose to transfer the locality of *Burns Beach*, and part of the locality of *Currambine*, to the district of Joondalup.


The Commissioners propose that the district of Burns Beach be renamed Mindarie to reflect the loss of the locality that currently lends its name to the district and the central location of *Mindarie* within the new district boundaries.

Butler:

High population growth in the northern parts of the metropolitan area since the 2019 Distribution have resulted in the district of Butler currently sitting 19.89 per cent above ADE, compelling the Commissioners to adjust the boundaries of the electorate. The dense nature of the developed areas of the district means that the Commissioners are able to address this issue and allow for further growth in the elector population by ceding the geographically small locality of *Merriwa* and part of the locality of *Ridgewood* to Burns Beach (“Mindarie”).

Carine (“Padbury”):

The Commissioners propose to realign the boundaries of Carine to better reflect the community of interest boundaries generally accepted by the electors residing within the districts of Carine and Hillarys. This would entail Carine ceding the localities of *Karrinyup*, *Sorrento*, *Marmion*, *Watermans Bay* and *North Beach* to the neighbouring districts of Hillarys and Scarborough, and gaining the localities of *Beldon*, *Craigie*, *Padbury* and the northern part of *Gwelup* so that Marmion Avenue



forms the district's western boundary and the Mitchell Freeway its eastern boundary. Hillarys in turn would then become a coastal district bound by the shoreline to the west, and Marmion Avenue to the east.

These proposed boundary changes would see the locality of *Carine* moved to the edge of the district, leading the Commissioners to propose the district be renamed Padbury due to the prominence of the locality under the proposed new boundaries.

Churchlands:

The proposed changes to Churchlands are necessary to address the district of Perth's excess variation from ADE (10.05 per cent) and implement the boundary adjustments the Commissioners are proposing to the districts of Scarborough, Hillarys and Carine ("Padbury"). Transferring the industrial area of *Osborne Park* out of Scarborough and into Churchlands centres both Scarborough and Churchlands on their dominant physical features (Scarborough Beach and Herdsman Lake respectively) and consolidates the traditional communities of interest that have developed around them. Meanwhile, relocating part of the locality of *City Beach* from the district of Cottesloe to Churchlands would facilitate a cascading series of boundary adjustments in the districts of Cottesloe and Nedlands that are necessary to bring the district of Perth back within the permitted tolerance range.


Joondalup:

The district of Joondalup sits in between two key areas of change proposed by the Commissioners. To Joondalup's north are the districts of Butler and Burns Beach ("Mindarie"), with Butler requiring boundary adjustments to bring its elector population within the permitted variation range. To the south of the district of Joondalup are the districts of Hillarys and Carine ("Padbury"), which the Commissioners are proposing to realign along more strongly identifiable communities of interest and the recognised boundaries formed by the coastline, Marmion Avenue and Mitchell Freeway. As a result, the proposed adjustments to the district of Joondalup's boundaries are critical to achieving these outcomes.

The Commissioners have therefore proposed adding the locality of *Burns Beach* and the remainder of the locality of *Currambine* to Joondalup from the district of Burns Beach ("Mindarie") to facilitate the adjustments to Butler described above. The Commissioners further propose transferring part of the coastal locality of *Ocean Reef* to the adjacent coastal district of Hillarys to minimise Joondalup's variation from ADE and to allow Hillarys to cede the localities of *Beldon*, *Craigie* and *Padbury* to Carine ("Padbury") and expand southwards to gain *Sorrento*, *Marmion*, *Watermans Bay* and *North Beach* from the district of Scarborough.

Mirrabooka ("Girrawheen"):

The proposed addition of *Alexander Heights* to Mirrabooka is a flow-on adjustment from the Commissioner's proposal to adjust the boundaries of the districts of Wanneroo and Landsdale to bring Wanneroo's elector population closer to the ADE. To accommodate the inclusion of *Alexander Heights*, the Commissioners have found it necessary to propose Mirrabooka cede parts of the localities of *Dianella* and *Mirrabooka* to the district of Morley. This in turn has allowed the Commissioners to propose a series of flow-on boundary adjustments in the districts of Bassendean and Maylands to strengthen their respective communities of interest and adopt the Tonkin Highway as a clear western boundary for the majority of Bassendean.



The loss of part of *Mirrabooka* to the district of Morley has prompted the Commissioners to propose changing the name of the district to Girrawheen after the locality around which the new district is based.

“Oakford”:

Due to the high population growth experienced in the southern metropolitan and Peel regions since the 2019 Distribution, the resulting growth of elector populations beyond the permitted tolerance limits in the districts of Armadale, Baldivis, Mandurah and Jandakot, and the high variations from ADE in the districts of Cockburn, Dawesville, Darling Range, Forrestfield, Fremantle and Warnbro, the Commissioners have determined that a new electoral district in the southern metropolitan area is a key component of achieving electoral parity at this Distribution.

The Commissioners therefore propose to establish a new district, to be known as Oakford that absorbs the localities of *Anketell*, *Aubin Grove*, *Casuarina*, *Forrestdale*, *Haynes*, *Hilbert*, *Oakford*, *Piara Waters*, *Wandi* and part of *Banjup* from Armadale, Baldivis, Darling Range and Jandakot. This will create a new district with a distinct community of interest and sufficient capacity to accommodate forecast elector population growth resulting from the pipeline of urban development that will be realised in the coming years, alleviating the immediate population pressures on neighbouring districts. As noted previously, the placement of a new district in this area would also facilitate boundary adjustments to the districts of Butler, Cockburn, Dawesville, Forrestfield, Fremantle, Landsdale, Mandurah, Midland, Perth, Scarborough, Swan Hills (“Walyunga”), Wanneroo, Warnbro (“Secret Harbour”) and West Swan that bring the elector population of these districts within the lower range of the prescribed tolerance limits.


The Commissioners propose to name the new district Oakford in recognition of the prominence of the locality of *Oakford* in the new electorate.

Scarborough:

The Commissioners have proposed changes to the boundaries of Scarborough in order to reduce the geographic spread of the electorate beyond its traditional community of interest and to facilitate the realignment of the districts of Hillarys and Carine along a north-south axis. Significantly, these changes would see Scarborough gain the locality of *Karrinyup* from Carine (“Padbury”), and transfer part of *Osborne Park* to the neighbouring district of Churchlands. This in turn allows a cascading series of boundary changes to the districts of Cottesloe and Nedlands that will permit the Commissioners to bring the number of electors in the district of Perth within the allowable variation from ADE.

Swan Hills (“Walyunga”):

To accommodate the population growth that has occurred since the 2019 Distribution in the district of West Swan, the Commissioners propose to make two key boundary adjustments to the adjacent district of Swan Hills. Swan Hills would cede the portion of the *Shire of Mundaring* currently within its boundaries to Kalamunda, and in turn absorb the more densely populated localities of *Aveley* and *Belhus* from West Swan. These adjustments would bring West Swan’s variation from ADE within the legally permitted range as well as minimising the variation from ADE for Swan Hills.



The proposed loss of *Mundaring* removes much of the ‘hills’ element from Swan Hills. For this reason, the Commissioners propose to rename the district Walyunga after the national park located in the centre of the new electorate.

Warnbro (“Secret Harbour”):

To address the neighbouring district of Mandurah’s excess variation from the ADE, the Commissioners have proposed transferring the localities of *Lakelands* and *Madora Bay* to the district of Warnbro. However, given Warnbro currently has a high variation of 8.08 per cent above ADE the Commissioners further propose transferring parts of the northern localities of *Baldivis* and *Warnbro* to the district of Baldivis for the dual purpose of accommodating the district’s expansion to the south and reducing its variation from ADE to a lower level.

Due to the loss of the locality of *Warnbro* to Baldivis, and the extension of the district south to incorporate *Lakelands* and *Madora*, the Commissioners propose to rename the district Secret Harbour to reflect the central position of the coastal locality in the proposed new district.

Willagee (“Bibra Lake”):

As noted above, the proposed creation of the new district of Oakford has effected a cascading series of boundary adjustments in the metropolitan districts south of the Swan River, including Kwinana, Cockburn, Fremantle, Bicton and Willagee. In relation to the district of Willagee, the Commissioners’ proposal includes transferring the locality of *Willagee* to the district of Bicton. This necessitates a change of district name for Willagee. The Commissioners have proposed Bibra Lake after the prominent wetland area located in the centre of the district.

Table 1 - Proposed Changes to Electoral Districts Without a Large District Allowance

Current Name	Current Electors	Current Variation from ADE	Current Area (sq km)	Proposed Name	Proposed Electors	Proposed Variation from ADE	Proposed Area ⁸ (sq km)
Albany	28,540	-6.22%	4,324	Albany	31,300	2.85%	6,321
Armadale	34,151	12.22%	47	Armadale	31,632	3.94%	40
Balcatta	30,155	-0.91%	20	Balcatta	30,745	1.03%	21
Baldivis	35,906	17.99%	103	Baldivis	29,537	-2.94%	59
Bassendean	30,340	-0.30%	26	Bassendean	31,769	4.40%	26
Bateman	31,019	1.93%	27	Bateman	31,019	1.93%	21
Belmont	31,397	3.17%	70	Belmont	30,344	-0.29%	66
Bicton	29,041	-4.57%	20	Bicton	31,097	2.19%	20
Bunbury	31,873	4.74%	111	Bunbury	31,873	4.74%	110
Burns Beach	31,343	3.00%	40	Mindarie	31,054	2.05%	38
Butler	36,484	19.89%	160	Butler	31,143	2.34%	156
Cannington	30,409	-0.07%	31	Cannington	30,891	1.51%	40
Carine	31,241	2.66%	24	Padbury	32,077	5.41%	27
				Central Wheatbelt	30,324	-0.35%	96,617
Churchlands	29,646	-2.58%	24	Churchlands	31,400	3.18%	30
Cockburn	32,392	6.44%	45	Cockburn	30,775	1.13%	65
Collie-Preston	32,331	6.24%	4,001	Collie-Preston	31,740	4.30%	4,164
Cottesloe	32,248	5.97%	38	Cottesloe	31,292	2.83%	32
Darling Range	33,161	8.97%	1,395	Darling Range	29,772	-2.17%	1,385
Dawesville	33,362	9.63%	66	Dawesville	29,788	-2.11%	122
Forrestfield	28,857	-5.17%	58	Forrestfield	31,196	2.51%	59
Fremantle	32,955	8.29%	46	Fremantle	29,445	-3.24%	41
Geraldton	27,893	-8.34%	4,229	Geraldton	30,380	-0.17%	20,037
Hillarys	30,655	0.73%	25	Hillarys	32,195	5.79%	23
Jandakot	34,756	14.21%	91	Jandakot	29,366	-3.50%	62

⁸ Area calculations based on Albers Australia 2020 using Australian Bureau of Statistics – SA1 Statistical Areas Level 1 – 2021 – Shapefile (GDA 2020), *Australian Statistical Geography Standard Edition 3*, reference period July 2021-June 2026, released 20 July 2021, available at <https://www.abs.gov.au/statistics/standards/australian-statistical-geography-standard-asgs-edition-3/jul2021-jun2026/access-and-downloads/digital-boundary-files>. Excludes area seaward of the low water mark.

Joondalup	29,724	-2.33%	32	Joondalup	32,299	6.14%	34
Kalamunda	30,059	-1.22%	448	Kalamunda	31,873	4.74%	893
Kingsley	30,826	1.30%	27	Kingsley	30,826	1.30%	27
Kwinana	31,420	3.25%	150	Kwinana	30,554	0.40%	104
Landsdale	32,725	7.54%	26	Landsdale	31,179	2.46%	65
Mandurah	33,736	10.86%	50	Mandurah	31,561	3.71%	42
Maylands	30,711	0.92%	21	Maylands	31,360	3.05%	21
Midland	33,629	10.51%	65	Midland	31,432	3.29%	57
Mirraboooka	31,027	1.96%	24	Girrawheen	31,459	3.38%	23
Moore	26,976	-11.36%	77,632				
Morley	30,921	1.61%	20	Morley	31,622	3.91%	21
Mount Lawley	30,263	-0.55%	18	Mount Lawley	31,427	3.27%	18
Murray-Wellington	32,237	5.93%	4,352	Murray-Wellington	31,806	4.52%	4,250
Nedlands	31,557	3.70%	31	Nedlands	30,965	1.75%	23
				Oakford	30,400	-0.10%	143
Perth	33,489	10.05%	24	Perth	31,844	4.64%	20
Riverton	29,596	-2.75%	24	Riverton	31,295	2.84%	23
Rockingham	30,299	-0.44%	49	Rockingham	30,299	-0.44%	49
Scarborough	32,078	5.41%	21	Scarborough	31,360	3.05%	18
South Perth	30,035	-1.30%	27	South Perth	30,035	-1.30%	19
Southern River	31,387	3.14%	35	Southern River	31,387	3.14%	35
Swan Hills	32,081	5.42%	1,334	Walyunga	30,713	0.92%	849
Thornlie	31,197	2.52%	28	Thornlie	31,084	2.14%	69
Vasse	33,254	9.27%	2,643	Vasse	31,255	2.70%	1,611
Victoria Park	29,679	-2.47%	22	Victoria Park	30,732	0.99%	25
Wanneroo	33,152	8.94%	454	Wanneroo	31,341	2.99%	413
Warnbro	32,891	8.08%	93	Secret Harbour	31,689	4.13%	77
Warren-Blackwood	31,822	4.57%	23,045	Warren-Blackwood	29,892	-1.77%	18,230
West Swan	35,412	16.37%	126	West Swan	31,573	3.75%	120
Willagee	29,565	-2.85%	35	Bibra Lake	31,243	2.67%	37
1,671,903				1,676,659			

Table 2 - Proposed Changes to Electoral Districts with a Large District Allowance											
Current Name	Current Electors	Current LDA	Current Electors + LDA	Current Variation from ADE	Current Area (sq km)	Proposed Name	Proposed Electors	Proposed LDA	Proposed Electors + LDA	Proposed Variation from ADE	Proposed Area ⁹ (sq km)
Central Wheatbelt	26,652	1,532	28,184	-7.39%	102,127						
Kalgoorlie	20,268	8,332	28,600	-6.02%	555,549	Kalgoorlie	21,057	11,325	32,382	6.41%	754,990
Kimberley	16,514	8,032	24,546	-19.34%	536,571	Kimberley	16,583	12,589	29,172	-4.14%	839,289
North West Central	11,021	12,275	23,296	-23.45%	820,591						
						Mid West	24,256	6,468	30,724	0.96%	431,224
Pilbara	23,716	4,383	28,099	-7.66%	292,570	Pilbara	28,182	3,305	31,487	3.47%	220,327
Roe	25,387	1,575	26,962	-11.39%	104,934	Roe	28,724	1,859	30,583	0.50%	123,906
	123,558	36,129	159,687				118,802	35,546	154,348		

Conclusion

The boundary adjustments proposed by the Commissioners are extensive. The proposed creation of the new districts of Oakford and Mid West, the boundary adjustments required to address excessive variations from ADE, and the cascading impact of these changes on surrounding districts would see 53 of Western Australia's 59 electoral districts with new boundaries at the next State election.

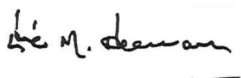
Where possible the Commissioners have sought to maintain clear communities of interest and land use patterns within districts, and to ensure districts have boundaries that are clearly recognisable to electors. However, in some instances these considerations have had to be subordinated to the prevailing statutory requirement to keep elector numbers within the prescribed tolerance limits. Overall, the Commissioners judge this proposal to have struck an appropriate balance between the factors they are required to consider in their decision making and the elector population requirements to which they must adhere.

The Commissioners wish to acknowledge the efforts of the individuals and organisations who have made contributions to the 2023 Distribution process. In particular, the Commissioners are appreciative of the insights provided by those who have taken the time to submit suggestions and/or comments during the public consultation processes undertaken to date.

Interested persons are now invited to lodge objections to or comments on the proposals contained within this paper.

Objections may relate to the proposed boundaries, district names or other relevant matters, and must be made in writing. They should contain clear and concise explanations of the objection and the reasoning behind it. Objections must be received by 5:00pm on 21 August 2023. All objections received will be made publicly available on the Electoral Boundaries WA website and at the premises of the Office of the Electoral Distribution Commissioners after this date.

The Commissioners will consider all objections received before finalising district boundaries. It should therefore be noted that the final boundaries determined by the Commissioners may vary from the proposed boundaries outlined in this document. The final boundaries will be published by 1 December 2023 and will apply at the next State General Election due to be held in March 2025. Importantly, any by-elections that occur before the next State General Election will be conducted in accordance with the current district boundaries as set by the 2019 Distribution.



The Hon. Eric Heenan KC,
retired Judge of the
Supreme Court of
Western Australia
(Chairperson)



Mr Tom Joseph
Government Statistician



Mr Robert Kennedy
Electoral Commissioner

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14.2 DELEGATION REGISTER REVIEW 2023

Applicant:	The Shire of Perenjori
File:	ADM 0645
Date:	9 August 2023
Disclosure of Interest:	
Voting Requirements:	Absolute Majority
Author:	Bianca Plug – Executive Assistant
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	14.2 - Delegation Register 2023

Summary

This item recommends that Council adopts the reviewed Delegation Register 2023.

Background

Council has power under the *Local Government Act 1995* to delegate to the Chief Executive Officer the exercise of any of its powers, or discharge of any of its duties permitted under the Act, in order to facilitate, and manage, the day to day operations of the Shire.

The Act also allows the CEO to delegate any of his/her powers to another employee; such as sub-delegations which must be done in writing and can be sub-delegated with or without conditions.

The delegations remain subject to budgetary and policy constraints.

The existing Delegations Register was updated in June 2022 and an annual review has been carried out.

Statutory Environment

Local Government Act 1995,

S3.1 – the general Function of Local Government is to provide for the good government of people in its district.

5.42. Delegation of some powers and duties to CEO

- (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —

5.44. CEO may delegate powers and duties to other employees

5.46(2) delegations made under the Act must be reviewed at least annually by the Delegator (i.e. Council).

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Financial Implications

Nil

Strategic Community Plan

Area 5: Investing in Councils Capacity – Our Leadership

Goal: Strengthen the Shire's position as an innovative, independent local Government providing excellence in all areas of governance, management and leadership.

Officer Comment

The delegations given to the CEO, and those by the CEO to other employees, reflect contemporary management practices. A full comprehensive review has taken place in line with the financial management and compliance reviews.

The purpose of this review is to consider the operational effectiveness of the current delegations, whether each delegation is necessary, appropriate and in line with current legislative requirements. During the review it was

noted that *Abbreviations* and *Chief Executive Officer delegates to sections* were no longer current or required and were removed from the document.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council, in accordance with sections 5.42, 5.44 and 5.46(2) of the Local Government Act, adopts the reviewed Delegation Register for 2023.

Motion put and carried / lost by absolute majority



DELEGATION REGISTER 2023

Shire of Perenjori

LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER

RECORD OF REVIEWS

FULL REVIEW DATE	MINUTE REFERENCE
15 August 2013	13086.2
21 August 2014	14082.3
20 August 2015	15082.6
15 September 2016	16092.3
21 September 2017	17092.4
15 November 2018	18112.5
10 July 2019	190718.7
17 December 2020	16.6.2
20 May 2021	16.6.2
16 June 2022	160622.19
24 August 2023	

DELEGATION AMENDED/ADDED

21 May 2020	16.3.1
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1000 – ADMINISTRATION

1001 LOCAL LAWS ADMINISTRATION	
Function to be performed:	The CEO is delegated authority to administer the local government's Local Laws, subject to regard being taken of sections 9.1(1) and 9.4 of the Local Government Act 1995.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.18(1) (2) and (3) Local Government Act 1995

1002 FUNCTIONS OUTSIDE OWN DISTRICT	
Function to be performed:	<p>The CEO is delegated authority over the performance of a local government's executive functions outside its own district, but before it can do anything on land outside its own district that is not local property of that local government, it is required to have obtained the consent of:</p> <ul style="list-style-type: none"> (a) The owner of the land; (b) If the land is occupied, the occupier of the land; and (c) If the land is under the control or management of any other person, that other person.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.20 Local Government Act 1995

1003 NOTICES TO OWNERS AND OCCUPIERS OF LAND	
Function to be performed:	The Chief Executive Officer is authorised to issue notices to owners or occupiers of land in accordance with the provisions of Schedule 3.1, Divisions 1 and 2 of the Local Government Act 1995.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.25(1) & Schedule 3.1, Divisions 1 and 2 Local Government Act 1995.

1004 POWERS OF ENTRY	
Function to be performed:	<p>The CEO is delegated authority to;</p> <ol style="list-style-type: none"> 1. Give a Notice of Entry. 2. Seek and execute an Entry under Warrant. 3. Execute an Entry in an Emergency. 4. Give notice and execute the Opening of a Fence.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Local Government Act 1995</p> <p>s.3.31 General procedure for entering property</p> <p>s3.32 Notice of entry</p> <p>s3.33 Entry under warrant</p> <p>s3.34 Entry in an emergency</p> <p>s3.36 Opening Fences</p>

1005 REMOVE AND IMPOUND GOODS	
Function to be performed:	The CEO is delegated authority to remove and impound goods from a public place if the goods present a hazard to public safety or they obstruct the lawful use of any place.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.39 Local Government Act 1995

1005.1 AUTHORITY TO REMOVE AND IMPOUND ABANDONED VEHICLE	
Function to be performed:	The CEO is delegated authority to remove and impound an abandoned vehicle wreck.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.40A(1) Local Government Act 1995

1005.2 PROVIDE NOTICE TO WHERE ABANDONED VEHICLE TO BE COLLECTED	
1005.2	
Function to be performed:	The local government is to provide notice to the owner of a removed abandoned vehicle wreck, advising that the vehicle may be collected.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.40A(2) Local Government Act 1995

1005.3 DECLARING A VEHICLE AN ABANDONED WRECK	
Function to be performed:	The CEO is delegated authority to declare that a vehicle is an abandoned wreck.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.40A(4) Local Government Act 1995

1006 DISPOSING OF CONFISCATED OR UNCOLLECTED GOODS	
Function to be performed:	<ol style="list-style-type: none"> 1. Sell or otherwise dispose of any confiscated or impounded goods in accordance with [s3.47 of the Local Government Act 1995 (the Act)]. 2. Destroy an impounded animal where it is determined to be too ill or injured to treat [s3.47A(1) of the Act]. 3. Where an offender is convicted, recover from the offender expenses incurred for removing, impounding and disposing confiscated or impounded goods [s3.48 of the Act].
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Local Government Act 1995</p> <p>s3.47 Disposing of confiscated or uncollected goods – subclauses (1), (2), (2a)</p> <p>s3.47A Disposal of sick or injured animals – subclause (1)</p> <p>s3.48 Recovery of impounding expenses</p>

1007 STAFF EMPLOYMENT	
Function to be performed:	The CEO is delegated authority to employ such other persons as the Council believes are necessary to enable the functions of the local government and the functions of council to be performed.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer

1008 ADVERTISING OF CEO POSITION	
Function to be performed:	If the position of CEO becomes vacant, the CEO is delegated authority to advertise the position in the manner and containing such information as prescribed.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.36(4) Local Government Act

1009 SENIOR EMPLOYEE POSITION TO BE ADVERTISED	
Function to be performed:	<p>If the position of a senior employee becomes vacant, the CEO is delegated authority to advertise the position in the manner and containing such information as prescribed. The local government will prescribe which positions other than the CEO are to be designated Senior Positions.</p> <p>Currently these positions are:</p> <ul style="list-style-type: none"> • Manager Corporate Community Services; • Manager Infrastructure Services.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.37(3) Local Government Act 1995

1010 ADVERTISING OF ADOPTION OR MODIFICATION OF PLAN	
Function to be performed:	The CEO is delegated authority to carry out local advertising when a new Community Strategic Plan is adopted or if the existing plan is modified.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government (Administration) Regulations 19D(1)(2)

1011 CERTIFICATE – AUTHORISED ENFORCEMENT PERSON	
Function to be performed:	The CEO is delegated authority to issue to each person authorised to enforce laws, a certificate stating that the person is so authorised, and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorised person.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 9.10(2) Local Government Act 1995

1012 PRESCRIBED INFORMATION MAY BE INSPECTED	
Function to be performed:	The CEO is delegated authority to make available information prescribed as confidential that under Section 5.95(7) of the Local Government Act 1995, may be made available for inspection. The CEO may also refuse inspection of documents in accordance with Section 5.95 (1) where an unreasonable use of resources is required.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government (Administration) Regulation 29A(2) & 5.95(1)

1013 FREEDOM OF INFORMATION	
1013.1 FOI DECISION	
Function to be performed:	The CEO is delegated authority to make decisions in regards to applications submitted to the Shire under the Freedom of Information Act 1992.
Power or Duty Assigned:	Principal of the agency - Chief Executive Officer
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 100(1) Freedom of Information Act 1992
1013.2 FOI INTERNAL REVIEW	
Function to be performed:	The CEO is delegated authority to deal with an application for an internal review made under the Freedom of Information Act 1992.
Power or Duty Assigned:	No person who is subordinate to the primary decision maker
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 41 Freedom of Information Act 1992

1014 PROVIDING INFORMATION TO THE MINISTER	
Function to be performed:	Upon receiving a request from the Minister for information, the CEO is delegated authority to provide the information to the Minister within the specified time of the notice.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 8.2(2) Local Government Act 1995

1014.1 ADVICE TO THE MINISTER WITHIN 35 DAYS	
Function to be performed:	The CEO is authorised to within 35 days after receiving the report or such longer period as the Minister allows, give the Minister written advice setting out the things that it has done or proposes to do to give effect to the recommendations of the authorised person.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 8.14(3) Local Government Act 1995

1014.2 COPIES OF ADVICE TO THE MINISTER MADE PUBLIC	
Function to be performed:	<p>Within 35 days after receiving the report or such longer period as the Minister allows, the local government is to give the Minister written advice setting out –</p> <ul style="list-style-type: none"> (a) the things that it has done or proposes to do to give effect to the recommendations in the report; or (b) if the report recommends that the council be dismissed, its comments on that recommendation.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 8.23(4) Local Government Act 1995

1015 AUTHORISATION OF OFFICERS	
Function to be performed:	<p>The CEO is delegated authority to authorise officers to make complaints and enforce the various Acts and Regulations for the Shire including, yet not limited to, those listed hereunder:</p> <p>Local Government Act 1995</p> <p>Dog Act 1976 (as amended) and Regulations thereunder;</p> <p>Cat Act 2011 & Regulations thereunder</p> <p>Bushfire Act 1954 and Regulations thereunder;</p> <p>Control of Vehicles (Off Road Areas) Act 1978 and Regulations thereunder;</p> <p>Litter Act 1979 and Regulations thereunder;</p> <p>Caravan Parks and Camping Act 1995 and Regulations thereunder.</p> <p>Planning & Development Act 2006</p> <p>Building Act 2011 and Regulations thereunder</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995

1016 EXPRESSION OF INTEREST AND TENDERS – FOR SUPPLY OF GOODS OR SERVICES	
Function to be performed:	<p>The CEO is delegated authority to;</p> <p>Determine:</p> <ol style="list-style-type: none"> 1. When to call tenders or not to call tenders [s3.57(1) of the Local Government Act 1995 (the Act) and Reg.11 of the Local Government (Functions and General) Regulations 1996 (the Regulations)]. 2. The circumstances to invite tenders, though not required to do so [Reg.13 of the Regulations]; 3. Selection criteria for the acceptance of tenders [Reg.14(2a) of the Regulations]; 4. The information to be disclosed to those interested in submitting a tender [Reg.14(4) of the Regulations]; 5. Minor variations before entering into a contract [Reg.20 of the Regulations]; 6. Appropriate circumstances (for application of the Expression of interest process) and to call for Expressions of Interest [Reg.21 of the Regulations]; and, 7. Where the successful tenderer does not want to accept the contract and a variation or agreement cannot be reached, determine to select the next most appropriate tenderer [Reg.20 of the Regulations].
Power or Duty Assigned:	Local Government
Power to Delegate:	Chief Executive Officer
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Local Government Act 1995 Section 3.57 Local Government (Function and General) Regulations 1996 Reg.11 Tenders to be invited for certain contracts Reg.13 Procedure when local government invites tenders though not required to do so Reg.14 (2a), (4) and (5) Requirements for publicly inviting tenders Reg.20 Variation of requirements before entry into contract Reg.21 Limitation may be placed on who can tender</p>

1017 PERENJORI HISTORY BOOKS	
Function to be performed:	The CEO is authorised to offer "Perenjori History Books" (those owned by the Shire only) in exchange for other history books being offered to the Shire for purchase.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995

190718.7 EXECUTING AND AFFIXING OF COMMON SEAL TO DOCUMENTS AND BUSH FIRES ACT 1954	
Function to be performed:	The Shire President is delegated authority to; Perform the duties of delegations Executing and Affixing of Common Seal to Documents and Bush Fires Act 1954 - Auth
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	The President of the Shire of Perenjori (Vice President in Presidents Absence) and the Chief Executive Officer
Reference:	Section 6.12(1)(b), (1) (c) and (3) Local Government Act 1995

2000 - WORKS

2001 ROAD CLOSURES	
2001.1 TEMPORARY ROAD CLOSURES	
Function to be performed:	<p>Subject to having regard for the requirements of Section 3.50 and 3.50A of the Local Government Act 1995 and for clauses 4, 5 and 6 of the Local Government (Functions and General) Regulations 1996 the CEO is delegated authority to:</p> <ul style="list-style-type: none"> a) temporarily close a thoroughfare to vehicles; <ul style="list-style-type: none"> I. In cases of emergency; II. Where, in the opinion of the CEO that, due to adverse weather conditions it is likely to be damaged by the passage of traffic generally or traffic of any particular class. III. For the conduct of an event, in accordance with the Road Traffic (Events on Roads) Regulations 1991; and IV. Where the local government is undertaking repair and maintenance works to a thoroughfare, b) To revoke an order to close a road or thoroughfare subject to the provisions of section 3.50(6) of the Local Government Act 1995.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Manager Infrastructure Services, Manager Corporate Community Services
Reference:	Section 3.50 Local Government Act 1995 Section 5.44 Local Government Act 1995
2001.2 PUBLIC NOTICE OF ROAD CLOSURE	
Function to be performed:	<p>Before it makes an order in accordance with Section 3.50 of the Local Government Act 1995 wholly or partially closing a thoroughfare to the passage of vehicles for a period exceeding 4 weeks, the CEO is delegated authority to give local public notice of the proposal inviting submissions.</p> <p>In addition, the local government is to give written notice to each person who either owns or occupies affected land or who is prescribed as having an interest.</p> <p>The CEO is delegated authority to close a thoroughfare to vehicles for up to 4 weeks without giving public notice.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer

Reference:	Section 3.50(4) Local Government Act 1995
2001.3 CLOSURE WITHOUT PUBLIC NOTICE FOR MAINTENANCE OR REPAIRS	
Function to be performed:	<p>Notwithstanding Section 3.50, the CEO is delegated authority to partially and temporarily close a thoroughfare, without giving local public notice, if the closure is:</p> <p>(a) For the purpose of carrying out repairs or maintenance; or</p> <p>(b) Unlikely to have a significant adverse effect on users of the thoroughfare.</p>
Power or Duty Assigned:	Local government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.50(A) Local Government Act 1995
2001.4 AFFECTED OWNERS TO BE NOTIFIED OF CERTAIN PROPOSALS	
Function to be performed:	Before fixing, altering or realigning a public thoroughfare or draining water onto adjoining land, the CEO is delegated authority to give affected owners, notice of its proposal, invite submissions providing a reasonable time for submissions and consider those submissions.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.51 Local Government Act 1995

2001.5 LOCAL GOVERNMENT AND PARKS AND RESERVES ACT 1996	
Function to be performed:	The CEO is delegated authority to do anything it could do under the Parks and Reserves Act 1895 if it were a Board appointed under that Act, to control and manage any land reserved under the Land Act 1933 and vested in or placed under the control and management of the local government.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.54(1) Local Government Act 1995

2002 GATES AND PIPES ACROSS THOROUGHFARES	
Function to be performed:	The CEO is delegated authority to approve the installation of gates across, or pipes under, Shire controlled thoroughfares with Council Policy, with a register of gates and pipes being kept in accordance with the requirements of the Local Government 1995.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995

2003 ALTERING THOROUGHFARE ALIGNMENTS	
Function to be performed:	Before fixing or altering the level of alignment of a public thoroughfare, the CEO is delegated authority to give notice of the proposal inviting submissions from any person prescribed as having an interest.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes, If no objection
Delegation to:	Chief Executive Officer
Reference:	Section 3.51 (3) Local Government Act 1995

2004 DANGEROUS EXCAVATION	
Function to be performed:	If there is, in a public thoroughfare or land adjoining a public thoroughfare, an excavation that the local government considers to be dangerous the CEO is delegated authority to fill in or fence the excavation or request the owner or occupier to fill or securely fence the excavation.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 11(1) Local Government (Uniform Local Provisions) Regulations 1996

2005 CROSSING FROM PUBLIC THOROUGHFARE TO PRIVATE LAND OR PRIVATE THOROUGHFARE	
Function to be performed:	The CEO is delegated authority to approve the construction of a crossing giving access from a public thoroughfare to the land, or a private thoroughfare serving the land.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 12(1) Local Government (Uniform Local Provisions) Regulations 1996

2006 DISPOSAL OF PROPERTY BY AUCTION	
Function to be performed:	The CEO is delegated authority to dispose of property to the highest bidder at public auction or by the most suitable public tender.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.58 (2) Local Government Act 1995

2007 DISPOSAL OF PROPERTY BY PRIVATE TREATY	
Function to be performed:	The CEO is delegated authority to dispose of property by private treaty but must follow the process set out under section 3.58(3) Local Government Act 1995.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.58 (3) Local Government Act 1995

2008 LICENCE TO DEPOSIT MATERIALS ON OR EXCAVATE ADJACENT TO A STREET	
Function to be performed:	The Chief Executive Officer is delegated the authority to issue permits to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place pursuant to the Activities on Thoroughfares Local Law.
Power or Duty Assigned:	Council
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995 & Activities on Thoroughfares Local Law Section 2.2

2009 SUPPORT OR OPPOSE RESTRICTED ACCESS VEHICLE HEAVY HAULAGE APPLICATIONS	
Function to be performed:	Authority to support or oppose restricted access heavy vehicle haulage applications.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.18 Local Government Act 1995 Section 5.42 Local Government Act 1995 Section 5.44 Local Government Act 1995

2010 PRIVATE WORKS	
Function to be performed:	The CEO is authorised to approve all private works applications in accordance with rates and charges set by the Council and always bearing in mind Policy Nos 2002, 3001 & 3003.
Power or Duty Assigned:	Council
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995 Section 5.44 Local Government Act 1995

2011 DAMAGE TO ROADS, KERBING, FOOTPATHS ETC.	
Function to be performed:	<p>The CEO is authorised to issue accounts for repairs to damage caused to roads, kerbing and footpaths.</p> <p>Where payment of the accounts is not received, the is authorised to take legal action to recover the cost. The Council is to be advised of the proposed legal action prior to taking action.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995

2012 COMPENSATION FOR DAMAGE CAUSED BY LOCAL GOVERNMENT	
Function to be performed:	<p>The CEO is delegated authority to pay compensation to the owner or occupier of a property if the local government causes damage through the performance of its functions.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.22 (1) Local Government Act 1995

2013 MAKING A PERSON COMPLY WITH A NOTICE FOR CERTAIN THINGS TO BE DONE ON THEIR LAND	
Function to be performed:	In order to make a person comply with a notice, a local government may do anything it considers necessary (within the confines of the Act) to achieve the purpose for which the notice was given.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.26(2) Local Government Act 1995

2014 CONTINUE TO CARRY OUT WORK NOT CARRIED OUT BY OWNER	
Function to be performed:	The CEO is delegated authority to continue to undertake works that are not carried out by the owner or occupier and recover the costs as a debt.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.26(3) Local Government Act 1995

2015 AUTHORITY TO CARRY OUT WORK ON PRIVATE LAND	
Function to be performed:	The CEO is delegated authority go onto private land in the circumstances prescribed in Schedule 3.2 of the Local Government Act 1995 and carry out works, even if it does not have the consent of the owner.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 3.27(1) Local Government Act 1995

2016 PAYMENT OF SUBSIDIES	
Function to be performed:	The CEO is delegated authority to approve the construction of, and payment of subsidies for vehicular crossovers.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Section 13(1) Local Government (Uniform Local Provisions) Regulations 1996</p> <p>r12 Crossing from public thoroughfare to private land or private thoroughfare</p> <p>r13 Requirement to construct or repair crossing</p> <p>r15 Contribution to cost of crossing</p>

3000 - FINANCE

3001 PAYMENTS OF ACCOUNTS	
Function to be performed:	Municipal, Trust & Reserve Accounts: The Chief Executive Officer is delegated authority to make payments from the Municipal Fund, Trust Fund and Reserve Fund (transfers only)
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Council's Conditions on Delegation	<p>This delegation may only be exercised in accordance with policies or strategies formally adopted by Council.</p> <ol style="list-style-type: none"> 1. Payment of salaries up to the amount required to meet employee entitlements obligations; and 2. Authorisation of payments made by Electronic Funds Transfer (EFT): <ol style="list-style-type: none"> (i) A list of payments made is presented to Council each month as part of the Agenda. 3. In accordance with Council policies and adopted budget. 4. Contract Variations are not to exceed \$500,000, and must be within the approved Council Budget for the project.
Reference:	Section 6.7 (2) the Local Government Act 1995 Local Government (Financial Management) Regulations 1996 Regulation 12(1)(a) Payments from municipal fund or trust fund. Finance Policy, Purchasing Policy

3002 AMEND THE RATE RECORD	
Function to be performed:	The CEO is delegated authority to, on application by a person proposing to make an objection to the rate record, amend a rate record up to 5 years preceding the current financial year.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.39(2) Local Government Act 1995

3003 AGREEMENT AS TO PAYMENT OF RATES AND SERVICE CHARGES	
Function to be performed:	The CEO is delegated authority to accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.49 Local Government Act 1995 Section 5.44 Local Government Act 1995

3004 UNPAID RATES OR SERVICE CHARGES (SECTION 6.64)	
Function to be performed:	To take possession of land, and hold the land as against a person having an estate or interest in the land if any rates or service charges which are due in respect of rateable land have been unpaid for at least 3 years and – <ul style="list-style-type: none"> (a) from time to time lease the land; or (b) sell the land; or (c) cause the land to be transferred to the Crown; or (d) cause the land to be transferred to itself; or (e) lodge a caveat to preclude dealings in respect of the land, and may withdraw caveats so lodged by it.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.64 Local Government Act 1995

3005 PAYMENT OF OUTSTANDING DEBTS AND CANCELLATION OF PROPOSED SALE	
Function to be performed:	If a local government accepts payment of outstanding rates or service charges, under sections 6.69(1) or 6.69(2), the CEO is delegated authority to make such notifications and take such measures as are prescribed to cancel the proposed sale.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.69(3) Local Government Act 1995

3006 PROCEDURES FOR CONTROL OVER INVESTMENTS	
Function to be performed:	The CEO is delegated authority to establish and document internal control procedures to ensure control over investments.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Financial Management Regulations 19(1) Investment Policy

3007 INVESTMENT OF SURPLUS FUNDS	
Function to be performed:	The Finance Committee is authorised to direct the investment of money held in any Shire fund, that is not required for immediate use, in an approved investment fund as defined by the Trustees Act sections 17,18 and 19, provided that sufficient working funds are retained at all times with conditions as per policy number 272.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Finance Committee
Reference:	Section 6.14(1) Local Government Act 1995 Local Government Act 1995 (Section 5.16,5.17,5.18) Trustees Act sections 17,18 and 19 Investment Policy

3008 COUNCIL PURCHASING AUTHORITY	
Function to be performed:	The CEO is authorised to carry out authorised purchasing on behalf of the Shire and within budgetary constraints and in accordance with the Shire of Perenjori Purchasing Policy.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.42 Local Government Act 1995 Section 5.44 Local Government Act 1995 Purchasing Policy

3009 MUNICIPAL FUND ACCOUNTING	
Function to be performed:	The CEO is delegated authority to ensure that all money and the value of all assets received or receivable by a local government are held and brought to account in its municipal fund unless otherwise required by the Local Government Act 1995 or any other written law to be held in the trust fund.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.7(1) Local Government Act 1995

3010 APPLICATION OF MUNICIPAL ACCOUNT FUNDS	
Function to be performed:	The CEO is delegated authority to ensure that money held in the municipal fund be applied towards the performance of the functions and the exercise of the powers conferred on the local government by this Act or any other written law.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.7(2) Local Government Act 1995

3011 REFERRAL OF DISPUTE WITH CBH TO MINISTER	
Function to be performed:	If Co-operative Bulk Handling Ltd and the Shire cannot reach an agreement, under section 6.26(2)(i) of the Local Government Act 1995, the CEO is delegated authority to refer the matter to the Minister for determination.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.26(3) Local Government Act 1995

3012 AUTHORITY TO WAIVE, GRANT DISCOUNTS, DEFER OR WRITE OFF DEBTS	
Function to be performed:	<p>The CEO is delegated authority to;</p> <ol style="list-style-type: none"> 1. To waive or grant concessions in relation to any amount of money (Does not apply to rates and service charges); or 2. Write off any amount of money owed to the City; 3. Determine conditions to be imposed when granting concessions. <p>The limit of authority to the CEO is \$300.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.12(1)(b), (1) (c) and (3) Local Government Act 1995

3013 EXPENSE REIMBURSEMENTS	
3013.1 PRESCRIBED EXPENSE REIMBURSEMENTS TO ELECTED MEMBERS	
Function to be performed:	<p>The CEO is delegated authority to;</p> <ol style="list-style-type: none"> 1. To reimburse a council member who incurs an expense of a kind prescribed as being an expense- <ol style="list-style-type: none"> a) To be reimbursed by all local governments; or which may be approved for reimbursement b) Is entitled to be reimbursed for the expense in accordance with subsection (3). 2. The local Government may approve reimbursement of an expense either generally or in a particular case. <p>Local Government Act (Administration Regulations)1996 32. (1) (a)-(c) Expenses that may be approved for reimbursement.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.98 (2) and Section 5.98 (4) Local Government Act 1995

3013.3 APPROVED EXPENSE REIMBURSEMENTS TO NON-COUNCIL MEMBERS OF COMMITTEES	
Function to be performed:	The CEO is delegated authority to approve of reimbursement of expenses of committee members who are not Council members.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.100(2) Local Government Act 1995
3013.4 EXPENSE REIMBURSEMENTS TO EMPLOYEES	
Function to be performed:	The CEO is delegated authority to approve reimbursements of employee expenses.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.101(2) Local Government Act 1995
3013.5 REIMBURSEMENTS- CASH ADVANCE	
Function to be performed:	The CEO is delegated authority to approve a cash advance in relation to an expense that may be reimbursed.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 5.102 Local Government Act 1995

16.3.1 MINOR COMMUNITY GRANTS FUND DELEGATION	
Function to be performed:	<p>The CEO is delegated authority to;</p> <ol style="list-style-type: none"> 1. approve standard funding requests to the value of \$500 within the scope of the global community grant funding budget established in the annual Council budget. 2. A quarterly report be presented to the Council detailing the grants made under the delegation. <p>The limit of authority to the CEO is \$500.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Section 6.12(1)(b), (1) (c) and (3) Local Government Act 1995

4000 – BUSH FIRE CONTROL

4001 FIREBREAK ORDER, VARIATION TO	
Function to be performed:	<p>Pursuant to the provisions of Council's Firebreak Order, the CEO and Chief Bushfire Control Officer are delegated joint authority to vary the requirements for the construction of firebreaks, the restricted burning period, and the issue of permits for burning on land within the Shire of Perenjori.</p> <p>The CEO in exercising this delegation is to liaise with the Chief Bush Fire Control Officer on each specific variation request.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Bush Fires Act, 1954 s48</p> <p>Section 5.44 Local Government Act 1995</p>

4002 BURNING OF ROADSIDES	
Function to be performed:	<p>The CEO is delegated authority to approve applications submitted by the relevant Fire Control Officer to burn a road verge vested in the care, control and management of the Shire of Perenjori.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	<p>Chief Executive Officer</p> <p>Chief Bush Fire Control Officer</p>
Reference:	<p>Bush Fires Act, 1954; Activities on Thoroughfares & Trading in Thoroughfares and Public Places local Law; Environmental Protection Act 1986; Environmental Protection (Clearing of Native Vegetation) Regulations 2004;</p> <p>Section 5.44 Local Government Act 1995</p>

5000 – HEALTH & BUILDING

5001 CARAVAN PARK AND CAMPING GROUNDS	
Function to be performed:	The CEO is authorised to carry out the provisions of the Caravan Park and Camping Grounds Act 1995 and Caravan Parks and Camping Grounds Regulations 1997.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Caravan Park & Camping Grounds Act 1995 & Caravan Parks and Camping Grounds Regulations 1997.

5002 TREATMENT OF SEWAGE AND DISPOSAL OF EFFLUENT AND LIQUID WASTE	
Function to be performed:	The CEO is authorised to carry out the provisions of the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Health Act 1911, Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974

5003 PRIVATE SWIMMING POOLS	
Function to be performed:	<ol style="list-style-type: none"> 1 Approve alternative requirements to r. 50(4)(b) of the Building Regulations 2012 (the Regulations) if satisfied that the alternative requirements will restrict access by young children to the swimming pool as effectively as if there were compliance with Australian Standard AS 1926.1 [r.51(2) of the Regulations] 2 Approve a door for the purposes of r.50(4)(c)(ii) of the Regulations if the door is in accordance with the requirements of Australian Standard AS 1926.1 and the conditions in r.51(3) are satisfied [r.51(3) of the Regulations] 3 Arrange for an authorised person to inspect the enclosures of private swimming pools in the district at intervals of no more than 4 years for the purpose of monitoring whether the provisions in rr.50 and 52 the Regulations are complied with [rr.50, 52 and 53(1) of the Regulations].
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government Act 1995 Building Regulations 2012 rr.51 and 53

5004 DELEGATIONS UNDER BUILDING ACT 2011	
Function to be performed:	<p>The Chief Executive Officer is delegated the authority to exercise and discharge all or any of the powers and functions of the permit authority in regard to the following sections of the Building Act 2011:</p> <p>S17- Uncertified application to be considered by building surveyor</p> <p>S18 - Require further information from applicant</p> <p>S20 – Authority to grant or refuse to grant building permits;</p> <p>S21 – Authority to grant or refuse to grant demolition permits;</p> <p>S22 – Authority to grant or refuse building or demolition permits if</p> <p>There appears to be an error in the documents or information provided in the application;</p> <p>If an application is inconsistent with;</p> <ul style="list-style-type: none"> a) A function that the permit authority has underwritten law or; b) An agreement between the permit authority and the applicant. <p>S27 - Conditions imposed by permit authority</p> <p>S32 – Extension of time during which a permit has effect.</p> <p>S58 – Authority to grant, modify or refuse to grant an Occupancy Permits or Building Approval Certificates.</p> <p>S65 – Authority to extend the periods of which the Occupancy Permit or modification or the Building Approval Certificate has effect.</p> <p>S96 – Authorise persons for the purpose of the Building Act 2011.</p> <p>S110 – Authority to issue Building Orders.</p> <p>S117 – Authority to revoke Building Orders.</p> <p>S139 – Authority to commence prosecution.</p> <p>S145A – Issue certificates</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	<p>Building Act 2011</p> <p>Section 5.36 & 5.44 Local Government Act 1995</p>

5005 ISSUING NOTICES (SECTION 3.25) OF THE LOCAL GOVERNMENT ACT 1995	
Function to be performed:	<p>The CEO is authorised to;</p> <p>give a person who is the owner or, unless Schedule 3.1 (of the Local Government Act 1995) indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that –</p> <p>(a) is prescribed in Schedule 3.1, Division 1; or</p> <p>(b) is for the purpose of remedying or mitigating the effects of any offence against a provision prescribed in Schedule 3.1, Division 2.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government Act 1995 Schedule 3.25.

6000 – ANIMAL CONTROL

6001 ENFORCEMENT OF DOG ACT AND LOCAL LAWS	
Function to be performed:	<p>Enforcement of the provisions of the Dog Act 1976, subsidiary legislation and Dog Local Laws is delegated to the CEO.</p> <p>Court proceedings will be instituted administratively, with the provision that legal advice be obtained if necessary.</p> <p>By providing this delegation the local government expressly authorises the chief executive officer to further delegate the power or duty.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government Act 1995 10AA Dog Act 1976

6002 ENFORCEMENT OF CAT ACT 2011	
Function to be performed:	<p>Enforcement of the provisions of the Cat Act 2011 and subsidiary legislation and Cat Local Laws is delegated to the CEO.</p> <p>Court proceedings will be instituted administratively, with the provision that legal advice be obtained if necessary.</p> <p>The CEO is authorised to make such arrangements as is considered necessary for staff, temporary, part-time or otherwise, to effectively administer the Cat Act 2011, within the limitations of the adopted Annual Budget.</p> <p>The CEO is authorised to delegate employees of the local government to carry out certain functions of the Cat Act 2011.</p>
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Local Government Act 1995 S44 Cat Act 2011 Cat Regulations 2012

7000 – PLANNING

7001 SHIRE OF PERENJORI PLANNING SCHEME NO. 2	
Function to be performed:	The CEO is delegated authority to exercise all powers and duties under the Shire of Perenjori Local Planning Scheme No. 2.
Power or Duty Assigned:	Local Government
Power to Delegate:	Yes
Delegation Recommended:	Yes
Delegation to:	Chief Executive Officer
Reference:	Planning and Development Act 2005 Schedule 2, Part 10, Clause 82 Planning and Development (Local Planning Schemes) Regulations 2015

7002 PLANNING AND DEVELOPMENT ACT 2005 – OTHER DELEGATIONS		
Function to be performed:	Subdivision Recommendations	Authority to Progress
	Subdivision Clearances	Authority to Approve
	Public Works Planning Applications	Authority to Progress
	Clause 32 Planning Applications	Authority to Progress
	Licensed Premises Applications	Authority to Approve
	Notices	Authority to Issue
	Street Naming	Authority to Approve
	(As per the attachment)	
	Built Strata Subdivision Applications	Authority to Approve
Power or Duty Assigned:	Local Government	
Power to Delegate:	Yes	
Delegation Recommended:	Yes	
Delegation to:	Chief Executive Officer	
Reference:	Planning and Development Act 2005 Schedule 2, Part 10, Clause 82 Planning and Development (Local Planning Schemes) Regulations 2015	

1). SUBDIVISION RECOMMENDATIONS

FUNCTIONS DELEGATED

The authority to make the following recommendations to the Western Australian Planning Commission (WAPC) in respect to any application to subdivide, strata subdivide or amalgamate land in the district:

- (a) To support an application to subdivide, strata subdivide or amalgamate land with or without conditions where the proposal is generally in conformity with TPS2, Residential Design Codes, Rural Land Strategy, City Planning Policy, Comprehensive Development Plan, Structure Plan, Integrated Development Guide Plan, Local Development Plan, Subdivision Guide Plan or Rural Concept Plan which has been approved by the Council as the basis for the subdivision of a defined area or precinct, subject to the imposition of the following:
 - (i) appropriate requirements and specifications under TPS2 and any applicable City Planning Policy;
 - (ii) any applicable conditions as set out under the City's 'Planning Procedure No. 1.1.3 – Model Subdivision Conditions Schedule for Subdivision Applications.
 - (iii) any other relevant non-standard conditions, subject to the criteria having regard to the subdivision design matters, land use matters, landscape matters and site planning and amenity issues.
- (b) To refuse to support an application to subdivide, strata subdivide or amalgamate land where the proposal is contrary to TPS2, Residential Design Codes, Rural Land Strategy, City Planning Policy, Comprehensive Development Plan, Structure Plan, Integrated Development Guide Plan, Local Development Plan, Subdivision Guide Plan or Rural Concept Plan.

2) SUBDIVISION CLEARANCES

FUNCTIONS DELEGATED

The authority to issue a letter in support for subdivision clearance to the WAPC in respect to any application to subdivide or amalgamate land in the district, subject to the following conditions:

- (a) Subdivision condition(s) imposed must be relevant to the City.
- (b) The subdivision condition(s) must be fulfilled in accordance with all the Local Government conditions specified on the WAPC approval, to the satisfaction of the delegate, and the clearance advice is to be signed by the delegate.
- (c) In the event of a dispute between the delegate and the applicant on the measures required to satisfy a condition, the matter must be referred to the WAPC for clearance, together with the City's advice on the matter.

3). BUILT STRATA SUBDIVISION APPLICATIONS

FUNCTIONS DELEGATED

The authority to determine applications for approval to subdivide land subject to built strata plan submitted under section 25 of the Strata Titles Act 1985. These applications relate to a strata plan for existing dwellings or buildings (or a building which is proposed to be constructed).

4). PUBLIC WORKS PLANNING APPLICATIONS

FUNCTIONS DELEGATED

The authority to make recommendations as deemed appropriate to the WAPC in respect of applications for the development of land referred to the City by public authorities for public works under the Metropolitan Region Scheme.

5). CLAUSE 32 PLANNING APPLICATIONS

FUNCTIONS DELEGATED

The authority to make recommendations as deemed appropriate to the WAPC in respect of applications for the use or development of land, which is of a type or in a locality the subject of a WAPC Notice of Clause 32 Declaration pursuant to the Metropolitan Region Scheme.

6). LIQUOR LICENCE APPLICATIONS

FUNCTIONS DELEGATED

The granting of a Section 40 Certificate under the Liquor Control Act 1988, with or without conditions for all liquor licence applications.

7). STREET NAMING

FUNCTIONS DELEGATED

The authority to approve street names that are consistent with an approved street naming theme.

8). NOTICES

FUNCTIONS DELEGATED

(1) Notice Requiring Certain Things to be Done by Owner or Occupier of Land

The determination under section 3.25(1)(a) of the Local Government Act 1995 whether to give a person a notice referred to in that section.

(2) Additional Powers when Notice Given

- (a) The determination under section 3.26(2) of the Local Government Act 1995 whether to do anything that it considers necessary as referred to in that section.**
- (b) The determination under section 3.26(3) of the Local Government Act 1995 whether to recover costs as referred to in that section.**

14.3 FREEDOM OF INFORMATION STATEMENT 2023/24

Applicant:	The Shire of Perenjori
File:	ADM 0228
Date:	7 August 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Bianca Plug – Executive Assistant
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	14.3 – Freedom of Information Statement 2023/24

Summary

This item seeks Councils consideration and endorsement for the proposed Freedom of Information Statement 2023/24, as required under the Freedom of Information Act 1992.

Background

Under Section 96 (1) of the Freedom of Information Act 1992, the Shire of Perenjori is required to annually update and publish a current Freedom of Information Statement.

The Information Statement is required to contain:

- The Agency's Mission Statement
- Details of legislation administered
- Details of the agency structure
- Details of decision-making functions
- Opportunities for public participation in the formulation of policy and performance of agency functions
- Documents held by the agency
- The operation of FOI in the agency

A copy of the Information Statement is to be published on the Shire of Perenjori's website and hard copies are to be made available at the Shire of Perenjori administration building. Under the Freedom of Information Act, the Shire is also required to forward a copy to the Commissioner as soon as practicable. The Information Statement will be required when completing the Freedom of Information Statistic Return for 2023/24.

Statutory Environment

Freedom of Information Act 1992, Section 96 (1)

Policy Implications

Policy 1018 – Freedom of Information

Consultation

Paul Anderson – Chief Executive Officer

Financial Implications

Nil

Strategic Community Plan

Area 5: Investing in Councils Capacity – Our Leadership

Goal: Strengthen the Shire of Perenjori's position as an innovative and proactive local government providing excellence in all areas of governance, management and leadership.

Officer Comment

Due to previous Information Statements formatting being outdated the 2023/24 statement has been transferred to a template that better aligns with other Council documents. The Information contained within the document has only had minor changes made. These changes include the removal or changing of statements made in in sections *preamble, History and Local Information, Function & Service Areas, Our Council, Council Documents* and the *Organisational Structure* due to their relevance.

This Information Statement has been developed in in line with the Freedom of Information Act 1992.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council, in accordance with section 96 (1) of the Freedom of Information Act 1992, endorse the Information Statement 2023/24 ready for publication and submission to the Commissioner.

Motion put and carried / lost



FREEDOM OF INFORMATION STATEMENT 2023/24

As required under the Freedom of
Information Act 1992

Adopted at the 24 August 2023
Ordinary Meeting of Council

Minute Reference:

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ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Badimia people as the Traditional Owners and Custodians of the lands on which we live and work. We also pay our respects to Elders past, present and future.

INTRODUCTION

The Shire of Perenjori is required under the Freedom of Information Act 1992 Section 96(1) to publish annually a current Information Statement.

Section 96(1) of the Freedom of Information Act 1992 requires each government agency, including local governments, to prepare and publish annually an Information Statement.

The Information Statement must set out:

- The Agency's Mission Statement.
- Details of legislation administered.
- Details of the agency structure.
- Details of decision-making functions.
- Opportunities for public participation in the formulation of policy and performance of agency functions.
- Documents held by the agency.
- The operation of FOI in the agency.

Copies of the Shire of Perenjori's Information Statement can be obtained from:

- The Shire of Perenjori Administration Office, 56 Fowler Street, Perenjori, or on
- The Shire of Perenjori website at www.perenjori.wa.gov.au

Enquiries may be made directly to the Shire of Perenjori on 08 9973 0100 during office hours, Monday to Friday, 8:00 am to 4:00 pm or alternatively via email at ea@perenjori.wa.gov.au

HISTORY & LOCAL INFORMATION



The Shire of Perenjori is a local government area in the Mid West region of Western Australia. The Shire covers an area of 8,313 square kilometres.

The name Perenjori, is derived from the Aboriginal word "Perangary", meaning water hole, it is situated 350 km north of Perth and 39 km south-east of Morawa in the northern agricultural region. Perenjori is one of nine government areas that make up WA's Wildflower Country and is part of the "Wildflower Way Tourist Drive" that runs from Dalwallinu to Geraldton.

The original inhabitants of the area are the Badimia people. These are the First Nations people that Sir John Forrest would have encountered when he first conducted exploration in the region and ultimately surveyed the area in 1896. Gold was discovered in 1894.

Dan Woodall was the first permanent white settler to the region and managed Perangery Station in 1905. In 1906 Matt Farrell first came to Perangery carting goods from Rothsay to Yalgoo and Mount Magnet. He marked trees where he wished to take up land in the area. The four Farrell brothers, Thomas, William, Matthew, George, then took up the land. The Lands Department approved agricultural lots of 1,000 acres, instead of huge pastoral leases granted previously.

The first crops from 1911 to 1913 were sown by hand and used largely for horse feed, home food, hay and seed wheat. When the railway line was officially opened in 1915, the town's estimated population was 100. Perenjori was officially announced as a town on February 16th, 1916.

Over time the spelling of the town and shire changed to Perenjori. Today it is one of the largest agricultural Shires in WA, with a combination of farming, pastoral and mining leases. In 2012 the town hosted a centenary celebration of its history.

OUR VISION, MISSION & CORE VLAUES

VISION FOR THE COMMUNITY

Perenjori will be dynamic and innovative and build on its key industries – mining, agriculture, energy and build on its key industries – mining, agriculture, energy and the environment to deliver sustained growth for its communities. The community and Council will build on its resilient, adaptive and strong community spirit to create a place that people want to live, work and invest in. In every regard, Perenjori will **EMBRACE OPPORTUNITY**.

MISSION FOR THE SHIRE

The Shire of Perenjori will lead and partner the community to achieve its aspirational targets for the future. The Shire will work collaboratively with the community and partners and provide open deliberative decision making that empowers the community to participate. The Shire is the community's servant as well as its leader.

CORE VALUES

Entrepreneurial and Resourceful

The key value that describes Perenjori is encapsulated in this question 'how can we help?' Perenjori is entrepreneurial and resourceful, and they like to add value and solve problems for people. They are keenly interested in making things happen without necessarily counting the benefit or how it's distributed. They have an appetite for risk, and they say yes to opportunities and then make them happen.

Resilient and adaptive

Perenjori has been a community that has faced very tough times. As a community it has a key value of learning how to respond to challenges and bouncing back from the most difficult of circumstances. It believes strongly in adapting and changing to get the best result.

Spirit and Independence

Perenjori is a community that values its independence and has a strong sense of identity. Its culture of resourcefulness and valuing hard work undoubtedly has its roots in its pioneering history and derives from the isolation and challenge to survive in a farming area that is on the edge of the pastoral zone. It also has generated the spirit of generosity and giving that creates the high levels of community spirit and volunteering.

Strength through Partnerships and Diversity

Whilst valuing its independence, Perenjori is a community that also values interdependence. It actively works to partner with other Shires, Regional organisations, business and industry and all parts of Government to achieve mutual goals. The Shire recognises that it alone cannot achieve the outcomes needed for the future prosperity of the community. Working together in a united fashion creates more strength for the future.

Ethical and upfront

The Shires commitment is to honesty, integrity and accountability. It believes it should be held to account for its performance and results that it generates. It also believes that the way in which it undertakes its leadership role is important and is committed to being accountable for its commitments and honest in all its dealings. Trust is a key ingredient in relationships and Perenjori believes people will want to do business with them if they hold true to their values.

Financial Sustainability

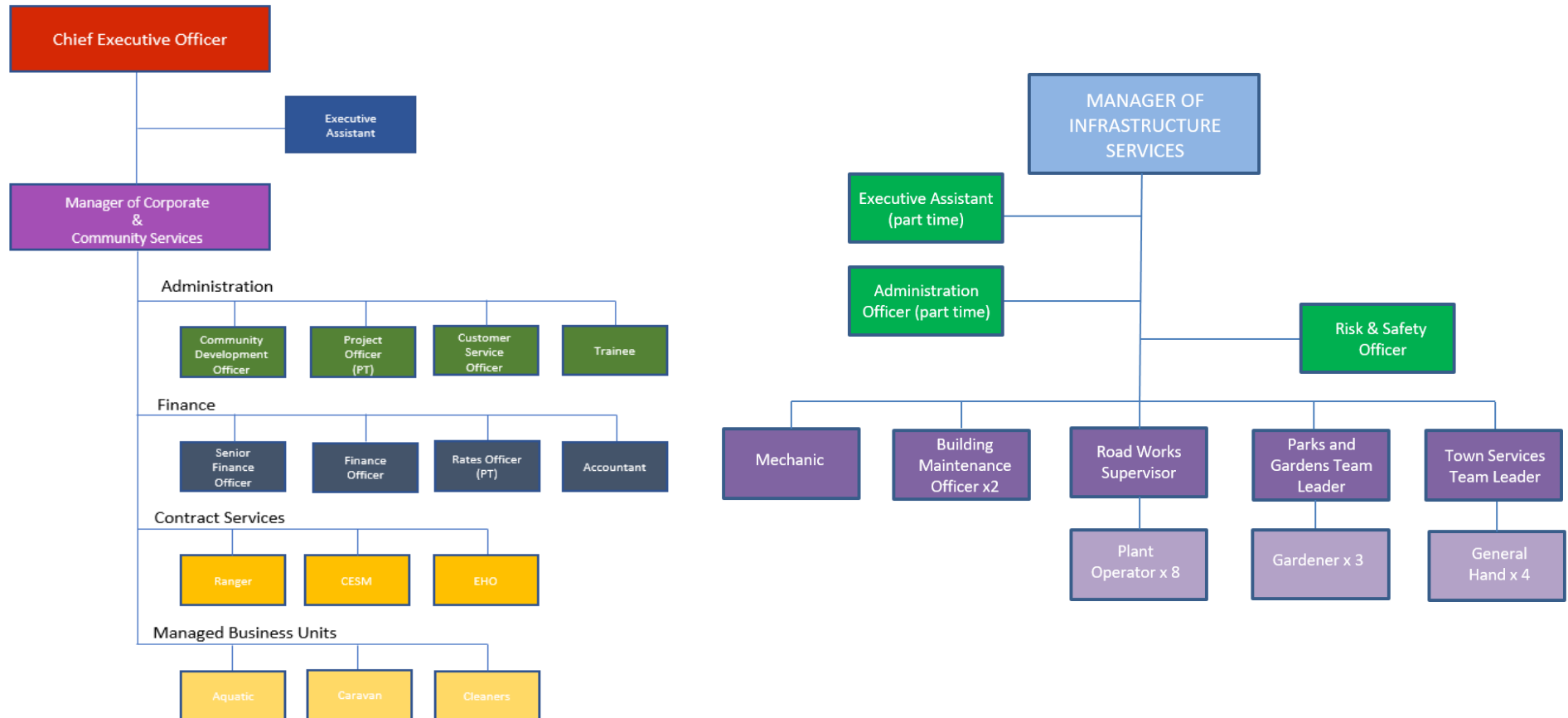
The Shire has a core value that it must have the capacity to manage its finances in the long-term to enable the community's expectations to be met and growth to be delivered on. It will manage its resources to create the greatest net gain and invest strategically in projects and programs that bring the greatest long term good.

FUNCTION & SERVICE AREAS

For the purposes of financial and general reporting local government functions (activities) have been classified into Service Areas. The Shire of Perenjori is dedicated to providing high quality services to the community through the various services and facilities which it has established. Each function/service is divided into programs which in turn are made up of line items for revenue and expenditure.

- **General Purpose Funding** - Rates, interest revenue, bank fees and general finance.
- **Governance** – Council Members Expenses, General Administrative, grant funding and interest from reserves.
- **Law, Order & Public Safety** - Supervision of various local laws, fire prevention and animal/vermin control.
- **Education** - provide care of families and children including the Perenjori Early Childhood Centre, Provide Youth Activities, provide support to School & Playgroup.
- **Health** - Environmental Health services (food control), Support the Perenjori Medical Centre Services to provide ongoing Medical Services, Support towards the St John Ambulance building maintenance, Preventative Pest Control (mosquito control).
- **Housing** – maintenance of staff and rental housing.
- **Community Amenities** - Rubbish collection services, maintenance of various refuse sites, control and co-ordination waste management, cemeteries and public conveniences. The administration of the Town Planning Scheme. Community Development Services including functions and projects, community bus/transport, support to local groups, Community Resource Centre building maintenance and support.
- **Recreation & Culture** – Maintenance of halls and sporting facilities. Operation and maintenance of the Perenjori Aquatic Centre. Operation of the Perenjori Library. Operation and maintenance of the Perenjori Gym. Support and staging of Cultural events and assets including Perenjori Tourist Centre and Perenjori Agricultural Show.
- **Transport** - Construction and maintenance of streets, roads, footpaths, parking facilities, cleaning and lighting of streets, traffic control/signage and depot maintenance. Maintenance of Perenjori Air Strip.
- **Economic Services** – Tourism and area promotion services, building control, Operation and maintenance of the Perenjori Caravan Park, support towards Rural Services and other Economic services including Standpipe/Dam maintenance. Economic Development Projects including the Business Incubator and regional business support services.
- **Other Property Services** - Private works operations, plant repairs, operations costs and the allocation of overheads.

ADMIN & DEPORT ORGANISATIONAL STRUCTURES



OUR COUNCIL

The Shire's Roles

The Shire of Perenjori consists of seven (7) Councillors including the Shire President. Ordinarily, Councillors are elected for a four-year term with four members retiring in one election and remaining Councillors retiring at the next.

Elections are usually held in October of every second year, the next Council Election will be held on 21 October 2023. The President of the Council is elected by the Councillors at the first meeting following the ordinary election. Extraordinary elections are held to fill any vacancies which may have occurred during the year.

The Council is the elected governing body that sets the direction and policies of the Local Government and consists of a President and Councillors.

The role of the Council is to:

- Govern the local government's affairs.
- Be responsible for the performance of the local government's functions.
- Oversee the allocation of the local government's finances and resources; and
- Determine the local government's policies.

The role of the President is to:

- Preside at meetings in accordance with the Local Government Act 1995.
- Provide leadership and guidance to the community in the district.
- Carry out civic and ceremonial duties on behalf of the local government.
- Speak on behalf of the local government.
- Perform such other functions as are given to the president by the Local Government Act 1995 or any other written law; and
- Liaise with the Chief Executive Officer on the local government's affairs and the performance of its functions.

The role of Councillors is to:

- Represent the interests of electors, ratepayers and residents of the district.
- Provide leadership and guidance to the community in the district.
- Facilitate communication between the community and the Council.
- Participate in the local government's decision-making processes at Council and committee meetings; and
- Perform such other functions as are given to a councillor by the Local Government Act 1995 or any other written law.

The Council sets the direction and policies of the Local Government whereas the administration, managed by the Chief Executive Officer, must ensure Council decisions and policies are implemented.

ADMINISTRATATION

Each Local Government has an administration that is responsible for implementing Council decisions and managing Local Government operations.

The Chief Executive Officer is employed by the Council to head the administration, manage day to day operations and ensure that Council decisions are implemented.

The functions of the Chief Executive Officer are to:

- To implement the strategic goals and objectives of the organisation.
- To lead and manage the people, infrastructure and assets of the Shire
- Meet corporate objectives.
- Ensure that delegations are exercised within statutory requirements, Council Policies and strategic objectives.
- Lead the organisation in providing a high level of service to the Community and Elected Members.
- Administer the Legal and Statutory obligations of the Council's operation and be the chief adviser to Council on these matters.
- Foster a Corporate approach to ensure effective financial controls operate within and across each functional area.
- Ensure that records and documents of the local government are properly kept for the purposes of the Local Government Act 1995 and any other written law; and perform any other function specified or delegated by the local government or imposed under the Local Government Act 1995 or any other written law as a function to be performed by the Chief Executive Officer.
- Council may delegate to the Chief Executive Officer certain of its powers and duties. The Chief Executive Officer may delegate powers and duties of his/her office to other employees (Local Government Act 1995 s 5.42 and 5.45).

COUNCIL DECISION MAKING & COMMITTEES

Council is the decision-making body for all policy matters.

Ordinary meetings of full Council are generally held on the third Thursday of every month unless otherwise endorsed by Council. Generally, there is no meeting in January and meetings will commence at 3:00 pm. A briefing session is usually held on the Second Thursday of each month (the week before the Ordinary Council Meeting) from 3:00 pm and is open to members of the public. Members of the public are welcome to attend Council meetings, and Public Question Time is available at the commencement of each meeting.

The main business of the meeting is to consider and make resolutions including recommendations on matters which have first been dealt with by the appropriate Standing Committee.

The Council has established a register of delegations of authority to the Chief Executive Officer who, in turn, has delegated certain functions to staff.

Statutory Committees

Finance Committee	Audit Committee
Council appoints the CEO, MCCS, Accountant and four elected members to this Finance committee	Council appoints seven elected members to the Audit Committee.
Bush Fire Advisory Committee	Perenjori Public Benefit Fund
Council appoints the CEO (<i>or delegate</i>) and one elected member to the Bush Fire Advisory Committee	Council appoints one elected member as the delegate to the Perenjori Public Benefit Fund Committee.

Council Delegates to External Committees

Northern Country Zone	North Midlands Sub-Regional Road Group
Wildflower Country Tourism Group	Local Emergency Management Committee

Council Delegates to Community Committees

Perenjori Tourism Townscape Committee

Appointments under the Bush Fires Act 1954

Chief Bush Fire Control Officer (CBFCO)	Deputy Chief Bush Fire Control Officer
Fire Weather Officer	Fire Control Officers inclusive of Permit Issuing

LEGISLATION ADMINISTERED

The Shire of Perenjori was established under and operates in accordance with the *Local Government Act 1995*. Other legislation and regulations affecting the functions and operations of the Shire of Perenjori include:

<ul style="list-style-type: none"> ■ Building Act 2011 ■ Building Regulations 2012 ■ Bush Fires Act 1954 ■ Bush Fire (Infringements) Regulations 1978 ■ Bush Fire Regulations 1954 ■ Caravan Parks & Camping Grounds Act 1995 ■ Caravan Parks & Camping Grounds Regulations 1997 ■ Cat Act 2011 ■ Cemeteries Act 1986 ■ Disability Services Regulations 2004 ■ Dividing Fences Act 1961 ■ Dog Act 1976 ■ Dog Regulations 1976 ■ Dog (Restricted Breeds) Regulations (No 2) 2002 ■ Emergency Management Act 2005 ■ Environmental Protection Act 1986 ■ Environmental Protection Act Regulations 1987 ■ Equal Opportunity Act 1984 ■ Fire and Emergency Services Authority of Western Australia Act 1998 ■ Freedom of Information Act 1992 ■ Freedom of Information Regulations 1972 ■ Health Act 1911 ■ Industrial Relations Act 1979 ■ Land Administration Act 1997 ■ Library Board of Western Australia Act 1951 ■ Liquor Licensing Act 1988 	<ul style="list-style-type: none"> ■ Local Government Act 1995 ■ Local Government (Administration) Regulations 1996 ■ Local Government (Audit) Regulations 1996 ■ Local Government (Constitution) Regulations 1998 ■ Local Government (Elections) Regulations 1997 ■ Local Government (Financial Management) Regulations 1996 ■ Local Government (Functions and General) Regulations 1996 ■ Local Government (Miscellaneous Provisions) Act 1960 ■ Local Government Grants Act 1978 ■ Occupational Safety & Health Act 1984 ■ Occupational Safety & Health Regulations 1996 ■ Planning & Development Act 2005 ■ Planning & Development (Local Government Planning Fees) Regulations 2000 ■ Public Interest Disclosure Act 2003 ■ Rates and Charges (Rebates and Deferments) Act 1992 ■ Road Traffic Act 1974 ■ State Records Act 2000 ■ State Records Principles & Standards 2002 ■ Strata Titles Act 1985 ■ Strata Titles General Regulations 1996 ■ Town Planning Regulations 1967 ■ Town Planning and Development (Subdivisions) Regulations 2000 ■ Transfer of Land Act 1893 ■ Western Australia Disability Services Act 1993 ■ Workers' Compensation and Injury Management Act 1981 ■ Workers' Compensation and Injury Management Regulations 1982

LOCAL LAW

Additionally, the Shire administers the following Shire of Perenjori Local Laws:

- Standing Orders Local Law 2000
- Local Government Property Local Law 2001
- Dog Local Laws 2005
- Health Local Laws 2001
- Noxious Weeds Local Law 1968
- Caravan Parks and Camping Grounds Model By-Law No. 2 – 1971
- Fencing Local Law 2001
- Activities on and trading in thoroughfares and public places Local Law 2001
- Perenjori and Latham Cemeteries Local Law 2001 (Cemeteries Act 1986)
- Extractive Industries Local Law 2013

PUBLIC PARTICIPATION

Members of the public are invited to put forward their views to council in several ways:

Attendance at Council Meetings

Ordinary Council meetings are open for the public to attend. The agenda for the meeting is available before the meeting date and can be obtained from the Shire of Perenjori Administration building on Fowler St or on the Shire of Perenjori's website. Each Council agenda includes Public Question Time and Petitions / Deputations / Presentations / Submissions as standard items.

- **Public Question Time** - Members of the public are able to ask questions (preferably in writing) on any matter affecting the Shire in the time set aside for this purpose at meetings of the Council and Committees open to the public, prior to the commencement of the meeting.
- **Petitions** - Written petitions presented to the Council must be addressed to the Shire President and comply with Council's requirements detailed within its Meeting Procedures Local Law.
- **Deputations** - Where a member of the Community has an interest in an item listed for discussion at a Council or Committee meeting, upon prior written application to the Chief Executive Officer they are entitled to give a deputation.

Written Requests

Members of the public can write to the Council on any policy, activity or service of the Council.

Community Consultation

The Shire of Perenjori has a Community Engagement Strategy which outlines opportunities for community members to have their say on a range of Shire activities and initiatives.

Strategy Objective

To ensure that all members of the community have the opportunity to engage with Council on issues and decisions that affect them.

Elected Members

Elected members contact details are made available to the public on the Shire of Perenjori website should anyone wish to discuss issues relevant to the Council.

Membership of Council Advisory Committees

The Bush Fire Advisory Committee and Perenjori Tourism Townscape Committee consist of Councillors and interested members of the public.

COUNCIL DOCUMENTS

The following documents are available for inspection by electors, residents and other stakeholders of the Shire of Perenjori, at the Council's Administration Centre:

- Annual financial statement – at least seven days prior to the Annual General Meeting;
- Annual budget;
- FOI Information Statement;
- Register of Delegated Authority;
- Shire of Perenjori Local Planning Scheme;
- Policy Manual;
- Tender Register (*Local Government Act 1995 Local Government (Functions and General) Regulations 1996 No.17*);
- Code of Conduct;
- Register of financial interests;
- Register of gifts and travel disclosures;
- Annual Report;
- Schedule of fees and charges;
- Proposed local law of which the local government has given State-wide public notice under Section 3.12 (3) of the Local Government Act 1995;
- Local laws made by the local government in accordance with Section 3.12 of the Local Government Act 1995;
 - Health
 - Cemeteries
 - Fencing
 - Dogs
 - Bushfires
 - Meeting Procedures
 - Trading in Thoroughfares & Public Places
- Regulations made by the Governor under Section 9.6 of the Local Government Act 1995 that operates as if they were local laws of the local government.
- Any written law having a provision in respect of which the local government has a power or duty to enforce;
- Rates records;
- Confirmed Minutes of Council or Committee meetings;
- Minutes of Electors' meetings;
- Notice papers and Agenda relating to any Council and Committee meeting and reports and other documents that have been:
 - Tabled at a Council or Committee meeting; or
 - Produced by the Local Government or a Committee for presentation at a Council or Committee meeting and which have been presented at the meeting;
- Report of a review of a local law prepared under Section 3.16 (3) of the Local Government Act 1995;
- Corporate Business Plan prepared under Section 3.59 of the Local Government Act 1995;

- Strategic Community Plan;
- Register of owners and occupiers under Section 4.32 (6) of the Local Government Act 1995 and electoral rolls;
- Contract under *Section 5.39 of the Local Government Act 1995* and variation of such contract;
- Such other information relating to the Local Government:
 - Requires by a provision of this Act to be available for public inspection; or
 - As may be prescribed.
 - In the form or medium in which it may for the time being be held by the Local Government.

Retention of Council Documents

All Council records are retained in accordance with the State Records Advisory Council approved Local Government Retention and Disposal Schedule. This schedule stipulates how long a record must be kept and is available for inspection.

FOI – ACCESS TO INFORMATION

While the Council endeavours to respond to information requests informally, Freedom of Information Legislation may be used to request access to information not available by any other means.

Allows access to documents to be obtained promptly and at the lowest reasonable costs; and

Assists the public to ensure that personal information contained in documents is accurate, complete, up to date and is not misleading.

While the Act provides for general right of access to documents it also recognizes that some documents require protection – these exemptions are listed in Schedule 1 of the Act and include:

- Personal information;
- Information concerning trade secrets;
- Other commercially valuable information; or
- Any other information concerning the business, professional, commercial or financial affairs of a third party who is not the applicant.

Access to the Shire of Perenjori records (Personal or Non-Personal), can be made by application to the Chief Executive Officer at the Council's Administration Centre (Refer to 'Freedom of Information Procedures' for full application details).

14.4 DISABILITY AND INCLUSION PLAN – PROGRESS REPORT 2022/23

Applicant:	The Shire of Perenjori
File:	ADM 0211
Date:	27 July 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Elinor Pitts – Executive Assistant
Responsible Officer:	Nola Comerford – Manager Corporate and Community Services
Attachments:	14.4 - Disability and Inclusion Plan – Progress Report 2022/23

Summary

This item recommends that Council considers and endorses the Disability and Inclusion Plan Progress Report 2022/23 as required under the Disability Services Act 1993.

Background

A Western Australia for Everyone: State Disability Strategy 2020-2030 sets the foundation for building a more inclusive Western Australia. The strategy intends to protect, uphold and advance the rights of people with disabilities living in Western Australia. The strategy references the role of the Disability Access and Inclusion Plans (DAIPs) as an important way of ensuring that public authorities continue to improve access and inclusion outcomes for people with disabilities.

The Disability Services Act 1993 requires Public Authorities to report annually on the implementation of its Disability Access and Inclusion Plan (DAIP). These reports are used to generate the DAIP Minister's Progress Report each year which will be tabled in Parliament by December 2023.

Statutory Environment

Disability Services Act 1993

Policy Implications

Policy No. 8001 – Disability Policy

Consultation

Paul Anderson – Chief Executive Officer

Nola Comerford – Manager of Corporate and Community Services

Financial Implications

Nil

Strategic Community Plan

Area 5: Investing in Councils Capacity – Our Leadership

Goal: Strengthen the Shire's position as an innovative, independent local Government providing excellence in all areas of governance, management and leadership.

Officer Comment

The attached Disability and Inclusion Plan Progress Report 2022/23 has been developed in line with the Disability Services Act 1993.

OFFICER RECOMMENDATION

Council Resolution Number:	
Moved:	Seconded:
That Council accepts and endorses the Disability and Inclusion Plan 2022/23, for submission to the Minister for Disability Services.	
Motion put and carried / lost	



Disability Access and Inclusion Plan (DAIP)

Progress Report 2022/2023

Public Authority Details

Name of public authority: The Shire of Perenjori

Name of contact person: Elinor Pitts

Phone number: (08) 9973 0100

Email: ea@perenjori.wa.gov.au

The [Disability Services Act 1993](#) requires Public Authorities to report annually on the implementation of its Disability Access and Inclusion Plan (DAIP). These reports are used to generate the DAIP Minister's Progress Report each year which will be tabled in Parliament by December 2023.

[A Western Australia for Everyone: State Disability Strategy 2020-2030](#) (the Strategy) sets the foundation for building a more inclusive Western Australia. The Strategy intends to protect, uphold and advance the rights of people with disability living in Western Australia. The vision of the Strategy is that people with disability, and those who share their lives, are engaged and feel empowered to live as they choose in a community where everyone belongs.

The Strategy references the role of Disability Access and Inclusion Plans (DAIPs) as an important way of ensuring that public authorities continue to improve access and inclusion outcomes for people with disability.

DAIP progress report is due on **Monday 31 July 2023**.

To send completed Progress Reports, or for enquiries, please email:
statedisabilitystrategy@communities.wa.gov.au

Reporting guidelines

- Detail activities that can showcase your organisation's work in implementing your DAIP.
- Highlight any progress made towards your organisation's DAIP.
- When detailing an activity or action, please provide:
 - description of the activity
 - outcome or impact of the activity
 - quantitative (anything that can be measured) and qualitative data (feedback, direct quotes etc)
- Focus areas for this reporting period are:
 - Outcome 3; strategies or activities that improved communication accessibility. For example, training, policy standards or communication tools to ensure people with different communication needs experience an equitable level of service. Please see *Attachment 1 – Outcome 3; Information and Case Studies*
 - Outcome 5: strategies or activities that have resulted in a more accessible and inclusive complaints management process. Please see *Attachment 2 – Outcome 5; Information and Case Studies*
 - Outcome 7; Increased employment and retention of people with disability in Public Authorities.
 - any new approaches being taken to increase the rate of disability employment.
 - Any new approaches or strategies to retain existing people with disability employed at Public Authority.

Administrative requirements:

- Please send your Progress Report in Word format.
- please include high resolution¹ photos wherever possible. Permission from individuals featured in photos must be sought and made available upon request as photos will be used in preparing Minister's Progress Report to be tabled in Parliament.

¹ High Resolution (hi-res) is a term that refers to a high-resolution image. A hi-res image is an image that has been scanned at a large size or with a high DPI (dots per inch). This results in an image that can be enlarged to a large size without losing quality.

Progress Report

Outcome 1: People with disability have the same opportunities as other people to access the services of, and any events organised by, a public authority.

This outcome area is about enhancing or ensuring that all people can access your organisations public events and general services.

The Shire of Perenjori ensures that people with disability are able to access the services of, and attend any events, organised by the Shire. An accessible events checklist is created whenever events are held which consider invitations and promotional material, external environment and the function itself. Examples of the checklist materials are as follows:

- Have you used a plain font (such as Arial) in your invitations and promotional material?
- Did your invitation or promotional material state whether the venue is accessible to people who use wheelchairs?
- Did your invitation include information about the accessible facilities at the venue such as the location of parking or nearest set-down area?
- Is the distance from the car park to entrance less than 40m?
- Is there a continuous accessible path of travel, including kerb ramps, to the building from the accessible parking bay?
- Are facilities in the venue clearly signed?

Outcome 2: People with disability have the same opportunities as other people to access the buildings and other facilities of a public authority.

This outcome area is about enhancing or ensuring accessibility in the planning, design, and improvement of built infrastructure.

The Shire renovated its female, male and disabled toilets. Handrails have been installed in the public facilities in Latham to make it accessible for people with a disability. These public facilities are a space for all community members, and visitors, to utilise.

New footpaths have been installed throughout the Shire which has increased the ease in which people can navigate themselves around town. In particular, residents using mobility scooters have been able to move around town with more ease and confidence.

The Shire received positive feedback from the community.

Outcome 3: People with disability receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it.

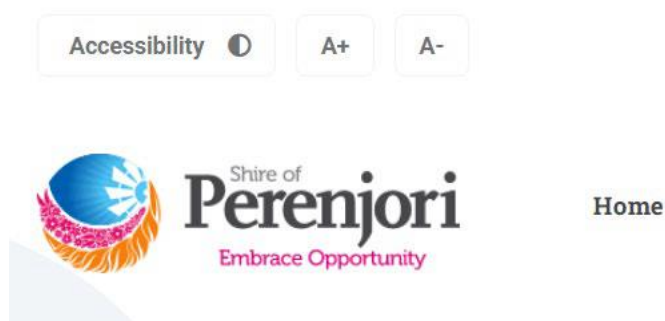
This outcome area is about enhancing and ensuring that information and communications are inclusive and accessible.

The Shire consistently maintains its website with features that comply to the Web Content Accessibility Guidelines (WCAG). The accessibility icons on the website include:

Colour contrast accessibility: the feature allows users with visual impairment to adjust the content on the website to black and white.

Text size accessibility: allows users to enlarge and minimise the content on the website to make reading easier.

The functionality tools on the website can be accessed easily: the icons are above the header to make it visible for users. The image below shows the placement of the accessibility features on the website.



Outcome 4: People with disability receive the same level and quality of service from the staff of a public authority as other people receive from the staff of that public authority.

This outcome area is about enhancing and ensuring that the quality and range of your services and processes are consistent, inclusive, or readily adjust to people's needs.

A disability information sign is displayed at the Shire Administration front desk. The sign is designed to assist people with a disability to request support from the Customer Service Officer when needed.

The information sign has prompt questions to assist the Customer Service Officer and other employees when serving a person with a disability.

The below points are available for employees to reference when assisting a person with a disability:

- Face the person
- Speak directly to the person
- Ask “can I assist you?”
- Listen to their answer
- Ask “how can I assist you?”

Outcome 5: People with disability have the same opportunities as other people to make complaints to a public authority.

This outcome area is about enhancing and ensuring that complaints mechanisms effectively receive and address complaints from any members of the community, staff or customers.

The Shire of Perenjori reviews is currently undertaking a review of its Policy Manual, which includes the complaints policy and procedure to ensure that it is accessible for people with disability including complex communication needs.

The Shire has complaint forms available for anyone to access at the Shire Administration building and on the Shire website. The Customer Services Officer lodges the complaint forms to the relevant department in an attempt to resolve the matter. The complaint forms offer the Shire an opportunity to review its services and make adjustments to cater to the needs of everyone living and working within the community. The Shire actively seeks feedback from complainants about their experience in order to excel in continuous improvement.

Where necessary, the Shire provides training for new employees who are involved and responsible for managing complaints.

Outcome 6: People with disability have the same opportunities as other people to participate in any public consultation by a public authority.

This outcome is about enhancing and ensuring consultation and engagement strategies consider the ways in which all people can participate to inform information, strategies, or decision-making processes of an organisation.

In the development of the Shire of Perenjori’s Disability and Inclusion Plan 2022-27, input was received from many individuals and groups from within the community which proved invaluable. This plan has been referenced regularly throughout the financial year 2022/23.

Outcome 7: People with disability have the same opportunities as other people to obtain and maintain employment with a public authority.

This outcome is about your organisation's activity in directly employing people with disability; and enhancing the recruitment and maintenance of the employment of people with disability.

Applications from people with disability were not received in any of the advertised positions within the Shire of Perenjori.

Additional questions

1. Were there any factors that impacted on your ability as a Public Authority to implement your Disability Access and Inclusion Plan?

No.

2. What specific activities did your organisation undertake to promote or raise awareness of your Disability Access and Inclusion Plan in this reporting period?

The DAIP was published on the Shire of Perenjori website, displayed in the Administration Office and developed through various consultation processes.

General feedback

If you have anything else you wish to share about your organisation's experiences, please include below:

Thank you for completing the 2022/2023 DAIP Progress Report.

14.5 LOCAL LAWS REVIEW

Applicant:	Shire of Perenjori
File:	ADM 0279
Date:	16 August 2023
Disclosure of Interest:	
Voting Requirements:	Simple Majority
Author:	Paul Anderson – Chief Executive Officer
Responsible Officer:	Paul Anderson – Chief Executive Officer
Attachments:	Nil

Summary

This item recommends that the Council approves the giving of local public notice of the proposed review of the Shire's existing local laws as required by s.3.16 of the Local Government Act 1995.

Background

The Shire has existing local laws as follows:

1. Health Local Laws (2001);
2. Cemeteries Local Law (2000);
3. Fencing Local Law (2000);
4. Model By-laws (Caravan Parks and Camping Grounds) No. 2 (1971);
5. Local Government Property Local Law (2000);
6. Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law (2000);
7. Dogs Local Law 2005;
8. Extractive Industries Local Law 2013; and
9. Standing Orders Local law 2015.

The Shire is required by s.3.16 of the Act to carry out a review of all its existing local laws, within a period of 8 years from the day when a local law commenced or a report of a review of the local law was accepted under this section

It became apparent during investigations that another local law, the Noxious Weeds Local Law (1982), had already been repealed in 2001, and that no further action would be required in relation to that local law.

Advice was sought and received from the Shire's solicitors earlier in 2023 in relation to the current local laws which advice is to the effect that:

1. Seven of the local laws remain generally fit for purpose. Amendments to improve and update those 7 local laws would be advisable. They are the local laws referred to above concerning:
 - Health;
 - Cemeteries;
 - Fencing;
 - Local Government Property;
 - Activities on Thoroughfares;
 - Dogs; and
 - Extractive Industries.
2. The Standing Orders Local Law remains fit for purpose and amendments should not be considered for the present given that the State Government proposes to introduce a universally applicable Meeting Procedures Local Law by Meeting Procedure Regulations.
3. The local law relating to Caravan Parks should be repealed given that the topic is now regulated by the Caravan Parks and Camping Grounds Act 1995 and the Caravan Parks and Camping Grounds Regulations 1997.
4. No action need be taken in relation to the already repealed Noxious Weeds Local Law.

This advice will be further considered by the Council following the receipt of public submissions when a further report will be put to the Council.

Statutory Environment

Section 3.16 of the Local Government Act 1995 requires the periodic review of local laws, and provides, relevantly:

“(1) Within a period of 8 years from the day when a local law commenced or a report of a review of the local law was accepted under this section, as the case requires, a local government is to carry out a review of the local law to determine whether or not it considers that it should be repealed or amended.”

The local laws are made under various legislation as follows:

- Local Government Act 1995 – Standing Orders Local Law, Local Government Property Local Law, Extractive Industries Local Law and Thoroughfares Local Law.
- Dog Act 1976 – Dogs Local Law;
- Public Health Act 2016 – Health Local Law;
- Cemeteries Act 1986 – Cemeteries Local Law;
- Dividing Fences Act 1961 – Fencing Local Law.

Policy Implications

Nil

Consultation

Consultation will be undertaken in accordance with the requirements of section 3.16 of the Local Government Act 1995 with respect to the review of the existing local laws.

Advertisements will be placed in the Bush Telegraph, on the Shire website, and on noticeboards within the Perenjori and Latham townsites.

Financial Implications

Consultants were engaged (Hammond Woodhouse Advisory) to facilitate the review at a cost of \$8,165 which will be included in the 2023/24 budget.

Strategic Community Plan

“Goal 4: A strong and diverse Council working closely with the proactive and involved community Strategic Objectives

4.1. The community is well-informed and engaged

4.2. The Shire listens to and works closely with the community and its decision-making is transparent and accountable”.

Officer Comment

In relation to the s. 3.16 review, the DLGSC states that:

“Section 3.16 of the Act provides for reviewing the currency and suitability of gazetted local laws – this section cannot be used for amending or repealing legislation. When the outcome of the review finds that it is necessary to change an outdated aspect of the law or that the subsidiary legislation has become defunct or obsolete, the local government must then commence the process outlined in section 3.12 of the Act to implement any changes.” (Emphasis added).

It is anticipated that once the s.3.16 review is completed, the Shire would consider taking steps under s.3.12, as a separate process, to amend or repeal the local laws in line with the legal advice received.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council give local public notice, in accordance with section 3.16(2) of the Local Government Act 1995, of the Shire's intention to review the Shire's existing local laws and invites public submissions for a period not less than 6 (six) weeks.

Motion put and carried / lost

15. Confidential Reports:

15.1 COUNCIL DECISION TO GO BEHIND CLOSED DOORS

PROCEDURAL MOTION

Council Resolution:

Moved: **Seconded:**

That, in accordance with section 5.23 of the Local Government Act 1995, Council accept that the meeting is to be closed to all members of the public.

Motion put and carried / lost

15.2 COUNCIL DECISION TO RETURN FROM BEHIND CLOSED DOORS

PROCEDURAL MOTION

Council Resolution:

Moved: **Seconded:**

That Council return to standing orders and re-open the meeting to the public.

Motion put and carried / lost

16. Ordering the Common Seal:

Document	Organisation	Purpose	Date

17. Reports of Committees and Members:

18. Motions of Which Previous Notice Has Been Given:

19. Notice of Motions:

20. New Business of an Urgent Nature Admitted by Council:

21. Closure of Meeting:

The Shire President to declare the meeting closed.

22. Next Meeting:

The Shire President advised that the date of the next Ordinary Meeting of Council will be held on Thursday 21 September 2023 commencing at 3:00pm in the Shire of Perenjori Council Chambers, 56 Fowler Street, Perenjori WA 6620.