

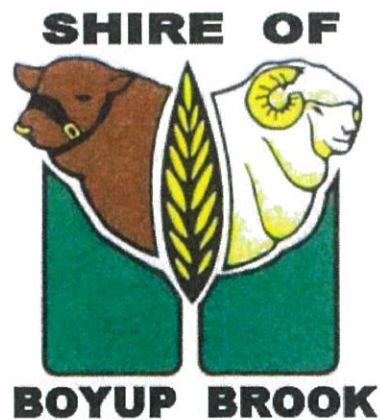
COUNCIL
ATTACHMENTS

16 July 2020

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Minutes



ORDINARY MEETING

held

THURSDAY 18 June 2020

Commenced AT 5.00PM

SHIRE OF BOYUP BROOK
CHAMBERS
ABEL STREET-BOYUP BROOK

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RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE PREVIOUSLY APPROVED

1.1 Attendance

Cr R Walker - Shire President
Cr S Alexander
Cr P Kaltenrieder
Cr K Moir
Cr H O'Connell
Cr T Oversby
Cr A Price
Cr E Rear

STAFF: Mr Chris Smith (CEO)
 Mr Peter Dittrich (Manager Governance)
 Ms Vanessa Crispe (Coordinator Works, Projects and Assets)
 Mrs Maria Lane (Executive Assistant)

PUBLIC: Mrs Sue White
 Mr Eric Muncey

1.2 Apologies

1.3 Leave of Absence

2 PUBLIC QUESTION TIME

Nil

2.1 Response to Previous Public Questions Taken on Notice

3 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

4 PETITIONS/DEPUTATIONS/PRESENTATIONS/REPORTS

Cr Oversby attended an Agricultural Society meeting.

Cr Rear met the new Doctors at a function held outside the Shire office on 5th June 2020.

Cr Rear attended a barbeque at the Depot on 10th June 2020.

Cr Rear attended an AGM meeting at the Museum.

Cr Rear attended the Rylington Park AGM on 17th June 2020.

Cr Price attended the CRC Management Committee meeting.

Cr Price represented Council at Boyup Brook Tourism Association at their monthly meetings and also their budget meeting. Met with new BBTA Manager, Grace Borrello.

Cr Price attended the Lion's/Shire meeting regarding proposed Cash for Containers site.

Cr Price attended an AGM meeting at the Museum.

Cr Price met the new Doctors at a function held outside the Shire office on 5th June 2020.

Cr Alexander met the new Doctors at a function held outside the Shire office on 5th June 2020.

Cr Alexander attended a barbeque at the Depot on 10th June 2020.

Cr O'Connell was an apology for the barbeque at the Depot.

Cr O'Connell attended the Rylington Park AGM on 17th June 2020.

Cr Moir apologises for not attending the function held for the Doctors.

Cr Moir attended the Mayanup Progress meeting.

Cr Kaltenrieder was an apology for the function held for the Doctors.

5 DISCLOSURE OF INTEREST

Nil

6 CONFIRMATION OF MINUTES

6.1 Ordinary Council Minutes - 21 May 2020

COUNCIL DECISION & OFFICER RECOMMENDATION - Item 6.1

MOVED: Cr Kaltenrieder

SECONDED: Cr Alexander

That the minutes of the Ordinary Council Meeting held on Thursday 21 May 2020 be confirmed as an accurate record.

CARRIED 8/0

Res 86/20

7 PRESIDENTIAL COMMUNICATIONS

Attended a Community consultation workshop held on 4th June 2020.

Met the new Doctors at a function held outside the Shire office on 5th June 2020.

Had a meeting with Terry Redman and the CEO on 9th June 2020.

8 COUNCILLORS QUESTIONS ON NOTICE

Nil

9 REPORTS OF OFFICERS

9.1 MANAGER WORKS & SERVICES

9.1.1 Jayes Road Numbering & Renaming

<i>Location:</i>	<i>Boyup Brook Town Site</i>
<i>Applicant:</i>	<i>N/A</i>
<i>File:</i>	<i>Jayes Rd</i>
<i>Disclosure of Officer Interest:</i>	<i>None</i>
<i>Date:</i>	<i>8 June 2020</i>
<i>Author:</i>	<i>Vanessa Crispe – Coordinator Works, projects and Assets</i>
<i>Authorizing Officer:</i>	<i>Christopher Smith - Chief executive Officer</i>
<i>Attachments:</i>	<i>Letter of Approval</i>

SUMMARY

The renaming of Jayes Road in order to resolve a numbering issue was brought to the Council at the 2019 November 2020 February and 2020 March Ordinary Meetings. The matter is being presented to Council for information according to the resolution from the March Ordinary meeting.

MOVED: Cr Oversby

SECONDED: Cr Kaltenrieder

That Council:

- 1. Approve the following road network and addressing changes:**
 - Rename Jayes Road north from the Abel Street intersection. Property numbering to begin at the Abel St intersection and increase heading north. The names selected for the new roads from Policy P.08 in order of preference are Bode, Dent and Cailles.**
 - Rename Jayes Road south from the Abel Street intersection. Property numbering to remain unchanged. The names selected for the new roads from Policy P.08 in order of preference are Cailles, Dent and Bode.**
- 2. Direct the CEO to engage the community in a three-week consultation period with direct consultation undertaken with any ratepayers requiring an address change. Submissions to be reported to council at the April 2020 ordinary meeting.**

CARRIED 8/0

BACKGROUND

The rural property addressing scheme was implemented a number of years ago across Australia as a solution to problems with locating rural properties, particularly for emergency services. The system is distance based with property numbers being determined according to their distance from the designated start of the road. Most properties within the Shire have been allocated a new address under the scheme but requests for numbers continue to be received, mostly for new properties. A recent numbering request highlighted a problem on Jayes Road within the Boyup Brook town site locality (not to be confused with rural Jayes Road south of the town).

Community consultation was undertaken with only one enquiry asking the question to change the Jayes Rural road instead. After the consultation process was completed an application and letter requesting approval for the name changes was sent to the Geographic Names Committee – Landgate.

COMMENT

Correspondence with approval was received from the Geographic Names Committee – Landgate, advising the following:

The naming proposal was considered to be appropriate by the Geographic Names Committee – Landgate.

Rename Jayes Road between Abel Street and Knapp Street **CAILES STREET** as depicted on the attached map, by Ministerial Order.

Rename a portion of Jayes Road to **BRIDGETOWN-BOYUP BROOK ROAD** as depicted on the attached map, by Ministerial Order.

Rename Jayes Road between Abel Street to the north eastern corner point of DP225864 Lot 147 **BODE STREET** as depicted on the attached map, by Ministerial Order.

Rename Boyup Brook-Arthur Road to **BODE STREET** as depicted on the attached map, by Ministerial Order.

Landgate’s preference is for road names to begin and end at logical points. With that in mind, and acknowledging that there is a townsite boundary, Landgate’s preference would be that the northern portion of road to be renamed will start from the intersection of Boyup Brook Road North and Boyup Brook-Arthur Road. This intersection is approximately 250m further north than the townsite boundary point.

Whilst Landgate acknowledge this may affect RSA measurements the amount is minimal. As most RSAs were rolled out 15-20 years ago many are not “spot on” any more due to road realignments and town bypasses that have happened over the years. As there are known numbers along this and other affected roads, Landgate’s suggestion for future allocations is to measure from known surrounding numbers. This is what Landgate have suggested to all Shires who have road extent changes. With that in mind, Landgate are also renaming the southern portion of Jayes Road to the intersection with Knapp St and look to extend Bridgetown-Boyup Brook Road to the same intersection with Knapp St. This extension will not affect any RSA numbering as the numbering is coming from Bridgetown into Boyup Brook nor will it affect any current addressing.

Landgate have also advised in relation to commemorative naming, they have moved away from the use of “early settler” names unless there is other stronger community contribution and involvement from these individuals within the area. Landgate’s preference is for an individual to have a strong commitment to the area where the name is being used rather than they just owned land. Landgate encourage Local Governments to consult with local Aboriginal groups for appropriate naming where possible.

Landgate’s suggestion for commemorative naming would be to look at naming a building or a structure within a park after your early settlers. This type of naming does not need approval from Geographic Naming Team.

CONSULTATION

Landgate - Location Data Maintenance
Adrian Nicoll – Shire of Boyup Brook Town Planner

STATUTORY OBLIGATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET/FINANCIAL IMPLICATIONS

- Cost of under \$1,000 for new street signs and installation.

STRATEGIC IMPLICATIONS

With reference to the Strategic Community Plan 2017 - 2027

Our Goals

Built Environment

- Improve road infrastructure

SUSTAINABILITY IMPLICATIONS

- **Environmental**
There are no known environmental issues.
- **Economic**
There are no known environmental issues.
- **Social**

With reference to the Strategic Community Plan 2017 - 2027

Our Goals

Built Environment

- Improve road infrastructure

Social

- Improve community safety.
- Promote outdoor activities, community participation, interactions and connections.
- Strengthen an active and vibrant community.

VOTING REQUIREMENTS

Simple majority

COUNCIL DECISION & OFFICER RECOMMENDATION - Item 9.1.1

MOVED: Cr Oversby

SECONDED: Cr O'Connell

That Council:

- 1. Note the approval from the Geographic Naming Committee to rename the whole of Jayes Road within the townsite of Boyup Brook with two new names, increasing the town Boundary and extending the Bridgetown – Boyup Brook Road as follows;**
 - **Rename Jayes Road to Cailes Street between Abel Street and Knapp Street.**
 - **Rename a portion of Jayes Road between the Knapp Street and the town boundary to Bridgetown-Boyup Brook Road.**
 - **Rename Jayes Road to Bode Street between Abel Street and the northern town boundary.**
 - **Rename Boyup Brook Arthur Road to Bode Street from the northern town boundary to the Boyup Brook North Road.**

- 2. Note the suggestion for commemorative naming of a building or a structure within a park after early settlers and naming of roads be based on names with a stronger community contribution and involvement.**

CARRIED 8/0

Res 87/20

COUNCIL DECISION

MOVED: Cr Rear

SECONDED: Cr Alexander

That the Council adopts enbloc 9.2.1 and 9.2.2.

CARRIED BY ENBLOC 8/0

Res 88/20

9.2 FINANCE

9.2.1 List of Accounts Paid in May 2020

<i>Location:</i>	<i>Not applicable</i>
<i>Applicant:</i>	<i>Not applicable</i>
<i>File:</i>	<i>FM/1/002</i>
<i>Disclosure of Officer Interest:</i>	<i>None</i>
<i>Date:</i>	<i>10/06//20</i>
<i>Author:</i>	<i>Carolyn Mallett - Accountant</i>
<i>Authorising Officer:</i>	<i>Peter Dittrich – Manager Governance</i>
<i>Attachments:</i>	<i>Yes – List of Accounts Paid in May</i>

SUMMARY

In accordance with the *Local Government (Financial Management) Regulations 1996* the list of accounts paid in May 2020 are presented to Council.

BACKGROUND

This report presents accounts/invoices received for the supply of goods and services, salaries and wages, and the like which were paid during the period 01 to 31 May 2020.

COMMENT

The attached listing represents accounts/invoices the shire paid by cheque or electronic means during the period 01 to 31 May 2020.

CONSULTATION

Nil

STATUTORY OBLIGATIONS

Local Government (Financial Management) Regulations 1996, Regulations 12 and 13 apply and are as follows:

12. *Payments from municipal fund or trust fund*

(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.*
13. *Lists of accounts*
- (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;*
 - (b) *the amount of the payment;*
 - (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;*
 - (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

Council’s Authority to Make Payments Policy has application.

BUDGET/FINANCIAL IMPLICATIONS

Account payments accorded with a detailed 2019-20 Annual Budget

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

COUNCIL DECISION & OFFICER RECOMMENDATION – Item 9.2.1

That at its May 2020 ordinary meeting Council receive as presented the list of accounts paid in May 2020, totalling \$1,253,398.98 from Municipal account, \$45,163.25 from Police Licensing account and \$7.76 from Boyup Brook Early Learning Centre account, as represented by:

Municipal Cheques	20389 - 20404	\$ 24,804.13
Municipal Electronic Payments	EFT9279 – EFT9402	\$1,007,240.29
Municipal Direct Payments		\$ 221,354.56
Police Licensing Payments		\$ 45,163.25
BBELC Payments		\$ 7.76

CARRIED BY ENBLOC 8/0

Res 89/20

9.2.2 31 May 2020 Statement of Financial Activity

Location:	Not applicable
Applicant:	Not applicable
File:	FM/10/003
Disclosure of Officer Interest:	None
Date:	10 June 2020
Authors:	Peter Dittrich – Manager Governance
Authorizing Officer:	Chris Smith - CEO
Attachments:	31 May 2020 Financial Reports

SUMMARY

This report recommends that Council receive the Statement of Financial Activities and Net Current Assets for the month ended 31 May 2020.

BACKGROUND

Section 6.4 of the Local Government Act 1995 places financial reporting obligations on local government operations.

Regulation 34.(1)–(4) of the Local Government (Financial Management) Regulations 1996 requires the local government to prepare a *Statement of Financial Activity*.

The regulations also prescribe the content of the reports, and that details of items of Material Variances shall also listed.

COMMENT

It is a statutory requirement that the statement of financial activity be prepared each month (Regulation 34.(1A)), and that it be presented at an ordinary meeting of the Council within 2 months after the end of the month to which the statement relates (Regulation 34.(4)(a)).

CONSULTATION - Nil

STATUTORY OBLIGATIONS

Local Government (Financial Management) Regulations 1996, Regulation 34.(1A)

Local Government (Financial Management) Regulations 1996, Regulation 34.(4)(a)

POLICY IMPLICATIONS - Nil

BUDGET/FINANCIAL IMPLICATIONS

As presented in the attached reports.

STRATEGIC IMPLICATIONS - Nil

VOTING REQUIREMENTS

Simple Majority

COUNCIL DECISION & OFFICER RECOMMENDATION – Item 9.2.2

That having had regard for any material variances, Council receive the 31 May 2020 Statements of Financial Activity and Statements of Net Current Assets, as presented.

CARRIED BY ENBLOC 8/0

Res 90/20

9.3 CHIEF EXECUTIVE OFFICER

9.3.1 Revoking of Resolutions

Location:	N/a
Applicant:	N/a
Disclosure of Officer Interest:	None
Date:	8 June 2020
Author:	Maria Lane
Authorizing Officer:	Christopher Smith - CEO
Attachments:	Yes

SUMMARY

The purpose of this report is for Council to consider revoking resolutions that are outstanding and are no longer required.

BACKGROUND

There are a number of resolutions of Council dating back to 2015 that have not been actioned. It is requested that Council review those resolutions and revoke those resolutions that are no longer required.

COMMENT

Council will need to review each of the outstanding resolutions and revoke each resolution that is no longer required.

At least one third of Council Members are needed to support the motion to revoke a resolution and before the motion to revoke the resolution is put.

CONSULTATION

Nil.

STATUTORY OBLIGATIONS

Shire of Boyup Brook Local Law No.1 Standing Orders Section 16.20 requires:

16.20 Revoking Decisions - When This Can Occur

16.20.1 A substantive motion may be revoked at any time provided that no action in relation to the resolution being rescinded has already occurred;

16.20.2 If a decision has been made at a Council or a committee meeting

then any motion to revoke or change the decision must be supported-

- (a) in the case where an attempt to revoke or change the decision has been made within the previous three months but had failed, by an absolute majority; or*
- (b) in any other case, by at least one third of the number of offices (whether vacant or not) of members of the Council or committee,*

inclusive of the mover.

16.20.3 If a decision has been made at a Council or a committee meeting then any decision to revoke or change the first-mentioned decision must be made

- (a) in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority, by that kind of majority; or*
- (b) in any other case, by an absolute majority.*

16.20.4 This clause does not apply to the change to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

POLICY IMPLICATIONS

Nil.

BUDGET/FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

Good Governance

SUSTAINABILITY IMPLICATIONS

- **Environmental**
Nil
- **Economic**
Nil.
- **Social**
Nil

VOTING REQUIREMENTS

Absolute majority

COUNCIL DECISION & OFFICER RECOMMENDATION – Item 9.3.1

MOVED: Cr Rear

SECONDED: Cr Kaltenrieder

1. That Council revoke the following resolutions:
 - 134/17
 - 70/18
 - 189/19
 - 198/19
 - 290/19

CARRIED BY ABSOLUTE MAJORITY 8/0

Res 91/20

LAY ON THE TABLE – ITEM 9.3.2

To be reviewed by a third party and will be reported back to the Ordinary Council meeting.

9.3.2 Shire Boyup Brook Local Planning Strategy – Final Consideration

Location:	<i>Shire Boyup Brook</i>
Applicant:	<i>Shire Boyup Brook</i>
File:	<i>LPS</i>
Disclosure of Officer Interest:	<i>None</i>
Date:	<i>18 June 2020</i>
Author:	<i>A Nicoll (Town Planner)</i>
Authorizing Officer:	<i>C Smith (Chief Executive Officer)</i>
Attachments:	<i>1. Draft (advertised) Local Planning Strategy; 2. LPS Schedule of Submissions and Recommendations; 3. Submissions.</i>

SUMMARY

Under the *Planning and Development (Local Planning Schemes) Regulations 2015 (Regulations)*, a local government must prepare a local planning strategy for its local planning scheme.

A draft Local Planning Strategy (Strategy) has been prepared for the Shire of Boyup Brook. The Strategy sets the strategic direction for settlement growth, informs amendments to the Shire’s Local Planning Scheme and informs strategic decisions in relation to land use and development over the next fifteen years.

The draft Strategy was advertised, and submissions received have been assessed, and where appropriate, recommendations made to modify the draft Strategy to address the matters raised.

Council is asked to support the draft Local Planning Strategy subject to recommended modifications and to resolve to submit the draft Strategy to the Western Australian Planning Commission for endorsement. Recommended modifications, together with a summary of submissions, are contained in the ‘LPS Schedule of Submissions and Recommendations’ (see attachment).

BACKGROUND

The Shire of Boyup Brook does not have an endorsed 'Local Planning Strategy'.

The Shire endorsed a 'Local Rural Strategy' (LRS) in 2009 and developed a draft 'Townsite Strategy' (TS) in 2014.

On review of the draft TS, the Department of Planning (at the time) suggested that one document, being a 'Local Planning Strategy', would benefit by taking away potential for contradiction between documents (TS and LRS) and to more clearly express the strategic vision, policies and proposals of the local government.

In 2016 a draft Local Planning Strategy was developed in consultation with Shire Councillors.

The draft Strategy made a number of planning recommendations, including identifying:

- New areas for rural living lots; and
- Subdivision potential of existing residential lots, the result of an impending sewerage scheme.

The draft Strategy was then forwarded to the Department of Planning, Lands and Heritage (DPLH) with a request for approval to advertise.

The DPLH, commented that the proposal for additional rural living lots is inappropriate because of an existing oversupply and low demand. The DPLH also commented that the portrayal for subdivision potential of existing residential lots be downgraded because of a state government decision to deny funding of a sewerage scheme.

It was recommended by the DPLH that an area of land adjacent to existing developed land (Gibbs Street) may be suitable for additional residential development. It was suggested that the area may be constructed with onsite sewer and with a range of lot sizes, up to 5000m².

It was also recommended that the subdivision of existing rural living lots into smaller lots (1ha) may be considered to facilitate better use of existing infrastructure and services.

Shire staff made changes to the draft strategy to support recommendations by the DPLH. The Strategy was then advertised, with a total of 16 submissions received.

Submissions were received from State Government Agencies, service providers, planning consultants and land owners. They are broadly categorised in a schedule of submissions, as follows:

- State government agencies and service providers;
- Topic specific submissions;
- General matters; and
- Shire proposed modifications.

Council is requested to support the draft Local Planning Strategy subject to the recommended modifications contained in the 'Schedule of Submissions and Recommendations' and resolve to submit the draft Strategy to the WAPC for endorsement.

COMMENT

The Western Australian Planning Commission emphasizes a need for local planning strategies to provide an overarching framework to future development, land use and governance.

The strategy developed for the Shire recommends different land use and development scenarios for various land parcels in the townsite of Boyup Brook. Twenty three (23) land parcels have been identified for a range of land use and development, including:

- 1) Industrial development;
- 2) Accommodation for aged persons;
- 3) Accommodation for tourists;
- 4) Infill development;
- 5) Residential development; and
- 6) A hub for recreation and community activities.

The strategy sees a future whereby the townsite of Boyup Brook is a safe and vibrant commercial and employment hub with a range of living opportunities and services to support aged persons, tourists and families.

Once the strategy is finally endorsed by the Western Australian Planning Commission, the strategy will become the document driving private sector investment and promoting sustainable development. It will also form the framework for legislative controls affecting development.

The submissions received from State government agencies and service providers predominately raise matters in relation to;

- Policies and the processes that govern their operations and application to the draft Strategy;
- Corrections and additional/improved information that relates to their areas of operation; and
- Suggested additional and/or improved actions.

In most instances, the proposed modifications by State government agencies and service providers were supported.

The submissions received in relation to the general public predominantly raise concern in regard to protecting the environment, supporting tourism and the designation of investigation areas under the draft Strategy.

In most instances, the proposed modifications by members of the public were supported.

We did receive a submission from a landholder requesting to identify their land (Lots 51, 1007 and 1118 Boyup Brook-Arthur Road) for development into 2000m² lots. Planning staff have recommended that the request be dismissed for the following reasons:

- The Local Planning Strategy has earmarked a suitable quantity of new land to satisfy current demand of varying (living) lot sizes.
- There is no need to identify any new areas beyond what is currently identified within the strategy.
- The Shire consulted with the Department of Planning Lands and Heritage (DPLH) on the idea of identifying the Lots 51, 1007 and 1118 Boyup Brook-Arthur Road for development into 2000m² lots. The DPLH recommended not including the subject land within the Strategy, as a future development site. It was calculated that land designated in the Strategy for future residential development could accommodate more than a doubling of the current townsite population.

CONSULTATION

The public advertising of the draft Local Planning Strategy commenced on 23 January 2020 and concluded on 31 March 2020. Public Notices were placed in the Manjimup Times and the Local Shire Gazette. Letters were sent to government agencies and affected landholders.

A total of 16 submissions were received. The submission details, planning officer comments and recommended actions/modifications are contained in the attached 'Schedule of Submissions and Recommendations'.

STATUTORY OBLIGATIONS

Regulation 12A of the Town Planning Regulations 1967 states:

1. *If a Scheme envisages the zoning or classification of land, the local government shall prepare the Scheme Report under regulation 12 in the form of a Local Planning Strategy and forward the Local Planning Strategy to the Commission.*
2. *A Local Planning Strategy shall set out the long-term planning directions for the local government apply State and regional planning*

policies and provide the rationale for the zones and other provisions of the Scheme.

POLICY IMPLICATIONS

The Local Planning Strategy will draw together several Council policies, strategies and related studies into a single overarching land use planning framework.

Once endorsed by the Commission, the strategy will become the document driving private sector investment and promoting sustainable development. It will also form the framework for legislative controls affecting development.

BUDGET/FINANCIAL IMPLICATIONS

Public advertising of the draft Boyup Brook Local Planning Strategy was undertaken in accordance with the allocated budget.

STRATEGIC IMPLICATIONS

The Shire currently does not have a Local Planning Strategy to guide developers and Councillors in making decisions and to provide direction for the Shire's Scheme.

The proposed Local Planning Strategy sets the strategic direction for settlement growth, informs future review and amendments to the Shire's Local Planning Scheme No. 2 and all other decisions in relation to land use and development over the next fifteen years.

CONCLUSION

The draft Local Planning Strategy has now completed the advertising process.

Planning staff have reviewed the draft Local Planning Strategy having regard for the submissions received and have accordingly recommended modifications. These modifications address matters raised by the submissions and improve the overall content of the draft Strategy.

It is recommended that Council, in pursuance to the *Planning and Development (Local Planning Schemes) Regulations 2015*, resolves to submit a copy of the advertised local planning strategy, the submissions and the schedule of submissions received and proposed modifications to the Western Australia Planning Commission for endorsement.

VOTING REQUIREMENTS

Absolute majority

OFFICER RECOMMENDATION – Item 9.3.2

THAT Council, in pursuance to Clause 14 (3) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, RESOLVES to submit a copy of the advertised local planning strategy, submissions and the schedule of submissions/recommendations, to the Western Australia Planning Commission for endorsement.

9.3.3 Medical Fees and Charges

<i>Location:</i>	<i>Medical centre</i>
<i>Applicant:</i>	<i>Doctors</i>
<i>File:</i>	<i>FM/9/005</i>
<i>Disclosure of Officer Interest:</i>	<i>None</i>
<i>Date:</i>	<i>12 June 2020</i>
<i>Author:</i>	<i>Christopher Smith</i>
<i>Authorizing Officer:</i>	<i>Christopher Smith - CEO</i>
<i>Attachments:</i>	<i>Yes</i>

SUMMARY

The new Doctors have commenced operation and identified the need to update the fees and charges for the medical centre.

BACKGROUND

It is the recommendation of the new doctors that the fee structure does not adequately reflect the value of the work performed.

COMMENT

This item directly affects their proceeds and it is considered best to start this from the earliest date possible so that patients will see the linkage to the new doctors, new structure.

CONSULTATION

Medical Centre

BUDGET/FINANCIAL IMPLICATIONS

Will assist in achieving a cost neutral budget for the medical centre in 2020/21.

STRATEGIC IMPLICATIONS

Council has previously passed a resolution saying that there would be no increase in fees and charges. This resolution needs to be countenanced in the light of whether medical charges are considered separate from normal gazetted fees and charges.

SUSTAINABILITY IMPLICATIONS

- Environmental
Nil
- Economic
Nil.
- Social
Nil

VOTING REQUIREMENTS

Simple majority

MOVED INTO COMMITTEE

MOVED: Cr O'Connell

SECONDED: Cr Alexander

That the Council move into a committee of the whole under clause 15.6 of the Standing Orders, Local Law No.1.to allow members free discussion on the matter.

CARRIED 8/0

Res 92/20

MOVED OUT OF COMMITTEE

MOVED: Cr O'Connell

SECONDED: Cr Rear

That the Council moves out of committee of the whole under clause 15.6 of the Standing Orders, Local Law No.1.

CARRIED 8/0

Res 93/20

COUNCIL DECISION & OFFICER RECOMMENDATION – Item 9.3.3

MOVED: Cr Oversby

SECONDED: Cr Kaltenrieder

That Council agrees to the changes in fees and charges listed in the attached schedule are implemented from 1 July 2020.

Cr Rear left the Chambers at 5.19pm

Cr Rear returned to the Chambers at 5.20pm

AMENDMENT

MOVED: Cr Alexander

SECONDED: Cr O'Connell

That Council agrees to the changes in fees and charges listed in the attached schedule be implemented from Monday 22nd June 2020.

CARRIED 8/0

Res 94/20

MOTION

That Council agrees to the changes in fees and charges listed in the attached schedule be implemented from Monday 22nd June 2020.

CARRIED 7/1

Res 95/20

WITHDRAWN – ITEM 9.3.4

The CEO will seek further information in relation to the Sale Yards.

9.3.4 Sale Yards

<i>Location:</i>	<i>Saleyards</i>
<i>Applicant:</i>	<i>Environmental Health Officer</i>
<i>File:</i>	<i>R33552</i>
<i>Disclosure of Officer Interest:</i>	<i>None</i>
<i>Date:</i>	<i>12 June 2020</i>
<i>Author:</i>	<i>Christopher Smith</i>
<i>Authorizing Officer:</i>	<i>Christopher Smith - CEO</i>
<i>Attachments:</i>	<i>Yes</i>

SUMMARY

The washdown facility at the Saleyards is presenting an environmental issue which needs to be addressed.

BACKGROUND

Daniel Bleechmore has been using the site to wash down his trucks for some time. He does not pay a fee for this benefit although he has been paying for water and electricity at cost. I have had numerous conversations with him in respect of keeping the site clean. He is now refusing to do the clean-up.

COMMENT

The attached report is self-explanatory.

CONSULTATION

Mr Bleechmore refused to accept my view that he was obliged to maintain the site.

I asked him to contact a Councillor if he chose to disagree with my determination.

STATUTORY OBLIGATIONS

Environmental contamination

POLICY IMPLICATIONS

Nil

BUDGET/FINANCIAL IMPLICATIONS

The current situation at the Saleyards will cost Council up to \$5,000 to remedy.

SUSTAINABILITY IMPLICATIONS

- Environmental
See report
- Economic
Nil.
- Social
Nil

VOTING REQUIREMENTS

Simple majority

MOVED INTO COMMITTEE

MOVED: Cr O'Connell

SECONDED: Cr Alexander

That the Council move into a committee of the whole under clause 15.6 of the Standing Orders, Local Law No.1. to allow members free discussion on the matter.

CARRIED 7/1

Res 96/20

MOVED OUT OF COMMITTEE

MOVED: Cr Alexander

SECONDED: Cr Kaltenrieder

That the Council moves out of committee of the whole under clause 15.6 of the Standing Orders, Local Law No.1.

CARRIED 8/0

Res 97/20

OFFICER RECOMMENDATION – Item 9.3.4

That Council agree to the wash down facility at the Saleyards be shut down from 30 June 2020 and that Council rehabilitate the site within next year's budget.

9.3.5 Policy Documents review

Location:	<i>Main Office</i>
Applicant:	<i>N/a</i>
File:	<i>Policy</i>
Disclosure of Officer Interest:	<i>None</i>
Date:	<i>12 June 2020</i>
Author:	<i>Christopher Smith</i>
Authorizing Officer:	<i>Christopher Smith - CEO</i>
Attachments:	<i>previously provided by email</i>

SUMMARY

Council is required to review all Policies on an annual basis.

BACKGROUND

In previous years not all policies have been reviewed. As the new CEO I have reviewed all policies, marked up my suggestions where necessary and emailed to all Councillors. This recommendation is seen as the conclusion of this process for this financial year. A more comprehensive approach will be considered next year including looking at the model policies suggested by LGA expert Margaret Hemsley.

COMMENT

Generally, the Council Policies have historically been carefully drafted and should not be automatically considered in need of change.

CONSULTATION

Via email over the last month

STATUTORY OBLIGATIONS

To comply with the requirements of the Local Government Financial Regulations.

POLICY IMPLICATIONS

Updating policies where required.

BUDGET/FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

SUSTAINABILITY IMPLICATIONS

- Environmental
Nil
- Economic
Nil.
- Social
Nil

VOTING REQUIREMENTS

Simple majority

COUNCIL DECISION & OFFICER RECOMMENDATION – Item 9.3.5

MOVED: Cr O’Connell

SECONDED: Cr Oversby

That Council records in the minutes that all policies have been reviewed in the financial year ending 30 June 2020.

CARRIED 8/0

Res 98/20

10 COMMITTEE MINUTES

10.1 Rylington Park Transitional Committee – 14 May 2020

COUNCIL DECISION & OFFICER RECOMMENDATION - Item 10.1

MOVED: Cr O’Connell

SECONDED: Cr Rear

That the minutes of the Rylington Park Transitional Committee Meeting held on Thursday 14 May 2020 be confirmed as an accurate record.

CARRIED 8/0

Res 99/20

11 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12 URGENT BUSINESS BY APPROVAL OF THE PRESIDENT OR A MAJORITY OF COUNCILLORS PRESENT

12.1 Grant Agreement signed under seal for the Boyup Brook Visitor Tower

<i>Location:</i>	N/A
<i>Applicant:</i>	N/A
<i>File:</i>	Tower
<i>Disclosure of Officer Interest:</i>	None
<i>Date:</i>	18 June 2020
<i>Authors:</i>	Joanna Kaye - Research and Development Coordinator
<i>Authorizing Officer:</i>	Chris Smith CEO
<i>Attachments:</i>	Yes. Grant Agreement to be signed and sealed.

SUMMARY

The purpose of this report is to complete the grant agreement to write the Boyup Brook Visitor Tower Business Case and sign and affix the Shire of Boyup Brook seal.

BACKGROUND

The Shire of Boyup Brook has received a \$10,000 grant from the South West Development Commission for Business Case development for the Visitor Tower project.

COMMENT

The Execution of the agreement must be completed by Monday 22nd June 2020.
The grant agreement must be signed under common seal.

CONSULTATION

Manager of Governance

STATUTORY OBLIGATIONS - Nil

POLICY IMPLICATIONS – Yes

POLICY NO.	A.09
POLICY SUBJECT	Use of Common Seal and the Signatories for Contract Execution
ADOPTION DATE	17 June 2004
VARIATION DATE	22 December 2007

Objective

To set out the procedures to be followed when there is a requirement to use the common seal.

Statement

The following applies to the use of the common seal and signatures when a document requires this method of completion:-

- 1 is to be used only when Council has previously authorised the action contained within the document being signed;
- 2 be affixed in the presence of the Shire President and Chief Executive Officer.

The document is to be completed in the following manner:-

The common seal of Shire of Boyup Brook was hereunto affixed and signed by the authority of a resolution of the Council in the presence of:

Shire President

Chief Executive Officer

BUDGET/FINANCIAL IMPLICATIONS

The budget will be amended to include \$10,000 income and \$5,000 contribution for this project.

STRATEGIC IMPLICATIONS - Yes

Planned development	Create land use capacity for industry	<ul style="list-style-type: none"> + Progress Local Planning Strategy to ensure commercial and industrial opportunities are maximised. + Advocate for provision of sewerage solutions to permit more intensive land use in town.
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VOTING REQUIREMENTS

Absolute Majority

COUNCIL DECISION & OFFICER RECOMMENDATION

MOVED: Cr Alexander

SECONDED: Cr Kaltenrieder

That Council:

1. Approve the budget amendment of \$10,000 grant income and \$15,000 Consultant Expenditure for the development of the Business Plan being funded by way of \$10,000 State Government Grant and \$5,000 Shire contribution (consultants)
2. Authorise the President and the Chief Executive Officer to affix the common seal to the Grant Agreement document and to sign the document to attest that the common seal was so affixed.

CARRIED BY ABSOLUTE MAJORITY 8/0

Res 100/20

BEHIND CLOSED DOORS

That in accordance with Section 5.23 (2) (b) of the Local Government Act 1995 the next part of the meeting be closed to members of the public to allow the Council to consider a matter dealing with the personal affairs of the CEO.

Mr P Dittrich, Ms V Crispe, Mrs M Lane, Mrs S White and Mr E Muncey left the Chambers at 6.07pm.

13 CONFIDENTIAL MATTERS - BEHIND CLOSED DOORS

13.1 CEO performance considerations

Mrs M Lane returned to the Chambers at 6.20pm.

(Confidential Report)

Res 101/20

14 INFORMATION BULLETIN

Nil

15 CLOSURE OF MEETING

There being no further business the Shire President, Cr Walker thanked all for attending and declared the meeting closed at 6.54pm.

CERTIFICATION OF MINUTES

As Presiding Member, I certify that the Minutes of the Council Meeting held 18 June 2020 were confirmed as a true and correct record of the proceedings of that meeting at the Ordinary Meeting of Council held on 16 July 2020

.....16 July 2020

Shire of Boyup Brook Payments 01/06/2020 - 30/06/2020
(GST Inclusive Accordingly)

Chq/EFT	Date	Name	Description	Amount
20405	08/06/2020	Building and Construction Training Fund BCITF	BCITF Collected 01/05/2020-31/05/2020	-225.04
20406	08/06/2020	Department of Mines, Industry Regulation and Safety BSL	BSL Collected 01/05/2020-31/05/2020	-255.37
20407	08/06/2020	Pivotel	Trak SPOT Tracking Charges May2020	-62.00
20408	08/06/2020	Shire of Boyup Brook	BSL and BCITF Commission 01/05/2020 - 31/05/2020	-44.75
20409	08/06/2020	Stanifer Pty Ltd	Rates refund for assessment A40211, A40212 and A40213	-870.48
20410	08/06/2020	Telstra Corporation Limited	Telephone Across Shire Facilities to 24/05/2020	-1005.26
20411	19/06/2020	Pivotel	Trak Spot Tracking Charges Jun2020	-62.00
20412	19/06/2020	Radiological Council (Metropolitan Health Service)	Medical Centre - Irradiating Equipment and Premises Registration 2020-2023	-400.00
20412	19/06/2020	Radiological Council (Metropolitan Health Service)	GP - Irradiating Apparatus Licence 2020-2023	-160.00
20413	19/06/2020	Synergy (Electricity Generation and Retail Corporation t/as)	Electricity Across Shire Facilities to 11/06/2020	-2631.02
20414	19/06/2020	Telstra Corporation Limited	Telephone Across Shire Facilities to 02/06/2020	-1633.98
20415	19/06/2020	The Royal Australian College of General Practitioners	GP Membership 2020-21	-940.00
20416	19/06/2020	WFI (Insurance Australia Ltd)	Rylington Pk - Rural Plan Insurance 2020-21	-2287.00
20417	19/06/2020	Water Corporation	Water Across Shire Facilities to 03/06/2020	-17651.63
20418	29/06/2020	Department of Transport - Licensing	FLEET LICENSING 2020-2021	-9687.70
20419	29/06/2020	Tonebridge Volunteer Bush Fire Brigade	MAF Treatments 1805, 2271 and 2272	-7500.00
			TOTAL MUNI CHEQUES to 30 June 2020	-45,416.23

**Shire of Boyup Brook Payments 01/06/2020 - 30/06/2020
(GST Inclusive Accordingly)**

Chq/EFT	Date	Name	Description	Amount
EFT9403	08/06/2020	AFGRI Equipment Australia Pty Ltd	Small Plant Replacement	-1097.99
EFT9403	08/06/2020	AFGRI Equipment Australia Pty Ltd	Rylington Pk - Boom Spray Parts	-226.60
EFT9404	08/06/2020	Argos Fire Safety Pty Ltd	April Fire and Electrical Safety Inspections	-4978.60
EFT9405	08/06/2020	AusQ Training	Traffic Management Training - Deposit	-1000.00
EFT9406	08/06/2020	Australian Services Union	Payroll Deductions	-51.80
EFT9407	08/06/2020	Beesley Holdings Pty Ltd t/as Capital Plumbing and Gas	Town Hall Ladies Toilet - Repairs	-135.31
EFT9408	08/06/2020	BizLinQ Technology Pty Ltd	Admin Pre-Paid IT Support Topup Jun2020	-2640.00
EFT9409	08/06/2020	Black Box Control Pty Ltd	Monthly Grader Tracking Fee Jun2020	-115.50
EFT9410	08/06/2020	Blackwood Plant Hire	Landfill Site - Empty Trailer and Push Up	-3045.90
EFT9411	08/06/2020	Blackwood Rural Services	Depot PPE	-1314.00
EFT9412	08/06/2020	Boyup Brook Accommodation (formerly Boyup Brook	Locum Doctor Accommodation May2020	-540.00
EFT9413	08/06/2020	Boyup Brook Co - Operative	Purchases Apr2020	-5280.00
EFT9414	08/06/2020	Boyup Brook Farm Supplies (Lakewood Downs Pty Ltd)	Purchases Apr2020	-21567.84
EFT9415	08/06/2020	Boyup Brook Tyre Service	P211 Isuzu Dmax Tray Back Utility - Tyres	-1232.00
EFT9415	08/06/2020	Boyup Brook Tyre Service	P206 Triton Tip Tray Ute - Rear Windscreen	-350.00
EFT9415	08/06/2020	Boyup Brook Tyre Service	P196 Komatsu 555 Grader - Repairs	-126.00
EFT9415	08/06/2020	Boyup Brook Tyre Service	P166 Semi Tipper Trailer - Repairs	-99.00
EFT9416	08/06/2020	Brunswick Welding and Mechanical Solutions	P226 Ammann AP240 Multi Wheel Roller - Pre-registration inspection	-188.95
EFT9417	08/06/2020	Bunbury Plastics	OH&S Supplies - Display Sleeves Sample	-14.85
EFT9418	08/06/2020	C & D Cutri	Bridge Preventative Maintenance - Mcalinden Road	-11451.00
EFT9418	08/06/2020	C & D Cutri	Bridge Preventative Maintenance - Collie South East Road	-7084.00
EFT9419	08/06/2020	Caltext Energy WA	Fuel May2020	-13813.89
EFT9420	08/06/2020	Choverup Bush Fire Brigade	MAF Treatments 2268 and 2270	-5000.00
EFT9421	08/06/2020	Cleanaway Daniels Services Pty Ltd	Medical Centre - Sharps Disposal	-243.90
EFT9422	08/06/2020	Commander	Commander System Monthly Rental Jun2020	-225.96
EFT9423	08/06/2020	D & L Bleachmore Haulage	Rylington Pk - Freight May2020	-290.95
EFT9424	08/06/2020	Donnybrook Glass	GP House - Bathroom Mirror	-143.00
EFT9425	08/06/2020	Gary Martin Chambers	Refund 50% Building Application Fees BP44/19	-248.50
EFT9426	08/06/2020	Gibbs Road Bushfire Brigade	MAF Treatment 3197	-2000.00
EFT9427	08/06/2020	Hales Electrical	Music Park Stage - Install Smoke Alarm	-247.50
EFT9427	08/06/2020	Hales Electrical	Tourist Centre - Install Smoke Alarms	-913.00
EFT9427	08/06/2020	Hales Electrical	Depot Buildings - Electrical Repairs	-836.00
EFT9427	08/06/2020	Hales Electrical	Tonebridge Country Club - Install Exit Signs	-858.00
EFT9428	08/06/2020	Hannaford Seedmaster Services Boyup Brook & Districts	Rylington Pk - Seed Cleaning	-1767.84
EFT9429	08/06/2020	Hastie Waste (The Glasgow Trust t/as)	Rylington Pk - Waste Collection	-95.00
EFT9430	08/06/2020	Jimina Shaw-Sloan	Reimburse BBELC Hygiene Supplies	-15.95
EFT9431	08/06/2020	John Manuel Cleaning	GP House - Carpet Cleaning	-245.00
EFT9432	08/06/2020	Keninup Bushfire Brigade	MAF Treatments 3798 and 4620	-3908.00
EFT9433	08/06/2020	Kieran & Monique Power	Refund Rent Overpaid 1 Rogers Ave	-130.00
EFT9434	08/06/2020	Komatsu Australia Pty Ltd	P196 Komatsu 555 Grader - Service Kit	-1140.13
EFT9434	08/06/2020	Komatsu Australia Pty Ltd	Komatsu Grader Oil Sample Kits	-352.00
EFT9435	08/06/2020	LGIS Insurance Broking	Employee Income Protection Insurance	-2815.64
EFT9436	08/06/2020	Landgate	Country Urban UV Revaluation 2019/2020	-213.70
EFT9437	08/06/2020	MT & Di Carroll	Rates Refund A40240 Property Amalgamation	-3386.01
EFT9438	08/06/2020	Neverfall Springwater Limited	Chambers Water Supply May2020	-43.85
EFT9438	08/06/2020	Neverfall Springwater Limited	Medical Centre Water Supply May2020	-29.65
EFT9439	08/06/2020	Nollajup Volunteer Bush Fire Brigade	MAF Treatment 1803	-2612.50
EFT9440	08/06/2020	Nuturf a division of AMGROW AUSTRALIA Pty Ltd	Town Gardens - Herbicide	-291.50
EFT9441	08/06/2020	Pederick Engineering Pty Ltd	Rylington Pk - 5-in-1 Bin Parts	-1320.00
EFT9442	08/06/2020	Phoenix Petroleum	Rylington Pk - Fuel May2020	-1910.83
EFT9443	08/06/2020	Rear's Electrical & Mechanical Services Pty Ltd	GP House - Replace Lights	-154.00
EFT9444	08/06/2020	SOS Office Equipment	Photocopier Billing Job May2020 (Including Community Newsletters)	-553.61
EFT9445	08/06/2020	Sprint Express	Freight Apr2020	-514.03
EFT9446	08/06/2020	Sunny Sign Company Pty Ltd	Temporary Traffic Management Signs	-352.00
EFT9447	08/06/2020	Surgical House Pty Ltd	Medical Supplies	-466.08
EFT9448	08/06/2020	TM Atherton and Co (t/as Atherton Transport)	Rylington Pk - Fertiliser Spreading	-1991.55
EFT9449	08/06/2020	The Resources Hub	Hire of Casual Mechanic Fortnight Ended 31/05/2020	-2934.80
EFT9450	08/06/2020	The Right Stuff for Landholders	GP House - Reticulation Supplies	-86.63
EFT9451	08/06/2020	The Trustee for the Harley Trust (Harley Transport Pty Ltd)	Rylington Pk - Freight May2020	-396.00
EFT9452	08/06/2020	The Trustee for the Sanderson Family Trust (Peter Sanderson)	Repairs and Maintenance of Various Shire Buildings May2020	-2434.16
EFT9453	08/06/2020	Toll Transport Pty Ltd	Freight Feb2020	-20.41
EFT9454	08/06/2020	Winc Australia Pty Limited	BBELC and Admin Stationery and Cleaning Supplies	-78.41
EFT9455	08/06/2020	activ8me (Australian Private Networks Pty Ltd)	GP House and Rylington Pk Internet Jun2020	-245.60
EFT9456	09/06/2020	Clipex	Rylington Pk - Fencing Supplies	-5720.55
EFT9457	09/06/2020	Stephen Carstairs	Reimburse Survey Monkey Annual Fee	-283.64
EFT9458	19/06/2020	AFGRI Equipment Australia Pty Ltd	P203 John Deere x380 Mower - Parts	-1115.51
EFT9459	19/06/2020	Australia Post	Postage May2020	-480.67
EFT9460	19/06/2020	Australian Services Union	Payroll Deductions	-51.80
EFT9461	19/06/2020	Benjinup Volunteer Bush Fire Brigade	MAF Treatment 3255	-2175.00
EFT9462	19/06/2020	BizLinQ Technology Pty Ltd	Depot IT - UPS	-572.00
EFT9462	19/06/2020	BizLinQ Technology Pty Ltd	Admin Pre-Paid IT Support Topup - 20 hours Jun2020	-2640.00
EFT9463	19/06/2020	Blackwoods (Also Refer Protector Alsoafe)	Expendable Tool Supplies	-25.21
EFT9464	19/06/2020	Boyup Brook Co - Operative	Rylington Pk - Purchases May2020	-1906.05
EFT9464	19/06/2020	Boyup Brook Co - Operative	Purchases May2020	-2829.35
EFT9465	19/06/2020	Boyup Brook Community Resource Centre	Boyup Brook Gazette Advertising Jun2020	-225.00
EFT9466	19/06/2020	Boyup Brook Farm Supplies (Lakewood Downs Pty Ltd)	Rylington Pk - Fertiliser	-12629.10
EFT9467	19/06/2020	Boyup Brook IGA	Purchases May2020	-459.20
EFT9468	19/06/2020	Boyup Brook Pharmacy (Westphal Family Trust)	Staff Flu Immunisations	-89.85
EFT9469	19/06/2020	Bridgetown Muffler & Towbar Centre	Plant Repairs - Globes	-161.00
EFT9469	19/06/2020	Bridgetown Muffler & Towbar Centre	P206 Triton Tip Tray Ute - Service Kit	-245.00
EFT9470	19/06/2020	Bruce Willson (t/as Bruce Willson Roof Plumbing)	Admin Gutter and Flashing Repairs	-1640.00
EFT9471	19/06/2020	Bunnings Group Ltd	Expendable Tools	-86.85
EFT9472	19/06/2020	Chantell McGiffin	Refund Hall Hire Bond	-205.00
EFT9473	19/06/2020	Cleanaway Daniels Services Pty Ltd	Medical Centre - Mounting Brackets for Clinical Waste Bins	-247.21
EFT9474	19/06/2020	Construction Equipment Australia	P108 Dynapac Vibe Roller - Parts	-257.14
EFT9475	19/06/2020	Cutting Edges	Grader Blades and Points	-3306.79
EFT9476	19/06/2020	Daly Winter	Reimburse White Card Training Fee	-59.00
EFT9477	19/06/2020	Dardanup Removals & Storage	GP Relocation Costs	-9051.00
EFT9478	19/06/2020	Department of Fire & Emergency Services	2019/20 Emergency Services Levy 4th Qtr Contribution	-11318.70
EFT9479	19/06/2020	Dinninup Grove (Suzanne M Emmerson & Roy V Emmerson t/as)	Medical Centre - Gift Hamper	-110.00
EFT9480	19/06/2020	Dr Michael Griffies	Locum Doctor 25/05/2020-29/05/2020	-6600.00

Shire of Boyup Brook Payments 01/06/2020 - 30/06/2020
(GST Inclusive Accordingly)

EFT9481	19/06/2020 Elizabeth Leonie Rear	Reimburse Microsoft Office Software	-199.00
EFT9482	19/06/2020 G&M Detergents	Various Shire Buildings - Cleaning Supplies	-65.00
EFT9483	19/06/2020 GR & SL Mead	Reimburse Chowrup Fire Truck Fuel and Equipment	-305.50
EFT9484	19/06/2020 Garage Doors South West	West Boyup Fire Shed - Service Roller Doors	-275.00
EFT9485	19/06/2020 Genie Solutions Pty Ltd	Medical Centre Licence and Support Fee Jul-Sep2020	-1052.50
EFT9486	19/06/2020 Greenacres Turf Group	GP House - Turf	-623.00
EFT9487	19/06/2020 HE Knapp & Co	RTR007 Kulikup South Rd Project - Gravel	-6267.25
EFT9488	19/06/2020 Hales Contracting Group P/L	Environmental Health Officer May2020	-1782.00
EFT9488	19/06/2020 Hales Contracting Group P/L	Occupational Health and Safety May 2020	-1815.00
EFT9488	19/06/2020 Hales Contracting Group P/L	Environmental Health Emergency Management - COVID-19 May 2020	-3120.00
EFT9489	19/06/2020 Hales Electrical	Mayanup Hall - Replace Exit Sign	-671.00
EFT9490	19/06/2020 Haycom Technology	Medical Centre IT Consulting Fees May2020	-1323.30
EFT9491	19/06/2020 IKOM Operations Pty Ltd	Swimming Pool Chlorine Gas Service Fee May2020	-126.85
EFT9492	19/06/2020 Internode Pty Ltd	Depot, Admin, and ELC Broadband Jun2020	-300.05
EFT9493	19/06/2020 Japanese Trucks Australia	P222 Mitsublshi Fuso 1800L Water Cart - Parts	-482.90
EFT9494	19/06/2020 Jonor Construction Pty Ltd	RTRB08 - Dwalganup Bridge Repairs	-6217.20
EFT9494	19/06/2020 Jonor Construction Pty Ltd	RTRB04 - Jayes Bridge Preventative Maintenance	-56720.40
EFT9495	19/06/2020 LGIS Risk Management	Regional Risk Co-Ordinator Program 2019-20 Second Instalment	-3302.20
EFT9496	19/06/2020 Lamat Cleaning Services	Cleaning of Caravan Park and Flax Mill May2020	-820.00
EFT9496	19/06/2020 Lamat Cleaning Services	Cleaning of Various Shire Buildings Jun2020	-3405.00
EFT9497	19/06/2020 Lotta Pty Ltd	Catering May2020	-40.00
EFT9498	19/06/2020 Manjimup Liquid Waste	7 Knapp St - Septic Tank Pump Out	-380.00
EFT9499	19/06/2020 Marketforce Pty Ltd	Death Notices in West Australian Newspaper May2020	-230.84
EFT9499	19/06/2020 Marketforce Pty Ltd	Employment Ad in Manjimup Bridgetown Times 06/05/2020	-102.61
EFT9500	19/06/2020 McAlinden Bush Fire Brigade	MAF Treatment 2323	-2000.00
EFT9501	19/06/2020 Nuturf a division of AMGROW AUSTRALIA Pty Ltd	Hockey Grounds - Herbicide	-209.00
EFT9502	19/06/2020 Omnific Enterprises Pty Ltd t/as O.C.P. Sales	Fire Equipment - Battery and Charger	-259.16
EFT9503	19/06/2020 Pipeco WA	Abels Rd Capital Drainage Works - Culvert Pipes	-1485.00
EFT9504	19/06/2020 Rear's Electrical & Mechanical Services Pty Ltd	Caravan Park - Laundry Light Repairs	-302.65
EFT9504	19/06/2020 Rear's Electrical & Mechanical Services Pty Ltd	7 Knapp St - Lighting Repairs	-57.75
EFT9505	19/06/2020 Rural Health West	Annual Organisational Membership 2020-21	-100.00
EFT9506	19/06/2020 SUEZ Recycling and Recovery Pty Ltd (NSW)	Paper and Cardboard Collection May2020	-546.06
EFT9507	19/06/2020 Scavenger Fire & Safety	Fire Fighting Foam	-2486.00
EFT9508	19/06/2020 Scotts Brook Bushfire Brigade	MAF Treatments 4622, 4624, 4626 and 4627	-6630.00
EFT9509	19/06/2020 Sheridan's	Staff Name Badges x 3	-106.81
EFT9510	19/06/2020 Slee Anderson & Pidgeon Lawyers	Professional Fees - Resignation Dispute	-409.20
EFT9511	19/06/2020 Sprint Express	Freight May2020	-157.52
EFT9512	19/06/2020 Statewide Bearings	Plant Maintenance and Expendable Tools	-361.28
EFT9513	19/06/2020 Suez Recycling & Recovery (Perth) Pty Ltd	Waste Collection May2020	-7258.51
EFT9514	19/06/2020 Surgical House Pty Ltd	Medical Supplies	-521.27
EFT9515	19/06/2020 The Resources Hub	Hire of Casual Mechanic Fortnight Ended 14/06/2020	-3228.28
EFT9515	19/06/2020 The Resources Hub	Permanent Recruitment Fee - Mechanic	-9996.39
EFT9516	19/06/2020 The Trustee for the Sanderson Family Trust (Peter Sanderson)	Repairs and Maintenance of Various Shire Buildings Jun2020	-1970.20
EFT9517	19/06/2020 Toll Transport Pty Ltd	Freight Apr2020	-10.78
EFT9518	19/06/2020 Treehouse Coffee Lounge (Webb & Troeger)	Catering May2020	-495.90
EFT9519	19/06/2020 Visimax	Animal Traps	-296.30
EFT9520	19/06/2020 WALGA	Depot OH&S Supplies	-7748.40
EFT9521	19/06/2020 Warner & Webster Pty Ltd	Medical Supplies	-239.57
EFT9522	19/06/2020 Warren Electrical Service (Tools N Trade)	P224 John Deere 622G Grader - Radio Installation	-21.00
EFT9523	19/06/2020 West Boyup Bush Fire Brigade	MAF Treatment 1802	-3250.00
EFT9524	19/06/2020 Winc Australia Pty Limited	Admin, Depot and BBELC Stationery	-149.05
EFT9525	22/06/2020 Australian Taxation Office	PAYG May2020	-79357.00
EFT9526	29/06/2020 Adrian Price	Councillor Allowances Mar-Jun2020	-2965.01
EFT9527	29/06/2020 Aird, Graham	Councillor Allowances Mar-Jun2020	-3436.07
EFT9528	29/06/2020 Elizabeth Leonie Rear	Councillor Allowances Mar-Jun2020	-3286.37
EFT9529	29/06/2020 Helen Christine O'Connell	Councillor Allowances Mar-Jun2020	-4275.53
EFT9530	29/06/2020 Kevin Moir	Councillor Allowances Mar-Jun2020	-3428.33
EFT9531	29/06/2020 Philippe Kaltendrieder	Councillor Allowances Mar-Jun2020	-3025.07
EFT9532	29/06/2020 Richard Firth Walker	Councillor Allowances Mar-Jun2020	-6639.85
EFT9533	29/06/2020 Sarah Elizabeth Grace Alexander	Councillor Allowances Mar-Jun2020	-2965.01
EFT9534	29/06/2020 Thomas James Oversby	Councillor Allowances Mar-Jun2020	-2965.01
TOTAL EFT PAYMENTS TO 30 June 2020			-434,621.47

**Shire of Boyup Brook Payments 01/06/2020 - 30/06/2020
(GST Inclusive Accordingly)**

Chq/EFT	Date	Name	Description	Amount
DD5744.1	04/06/2020	AMP RSA Superannuation	Payroll Deductions	-73.69
DD5747.1	04/06/2020	Salary & Wages	Payroll 04Jun2020	-9003.70
DD5763.1	10/06/2020	Super Fund	Payroll Deductions	-487.53
DD5763.2	10/06/2020	Colonial First State Superannuation	Superannuation Contributions	-351.50
DD5763.3	10/06/2020	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-549.18
DD5763.4	10/06/2020	WALGSP	Superannuation Contributions	-7645.04
DD5763.5	10/06/2020	Rest Superannuation	Superannuation Contributions	-1911.94
DD5763.6	10/06/2020	Wealth Personal Superannuation and Pension Fund (MyNorth Super)	Superannuation Contributions	-734.43
DD5763.7	10/06/2020	Australian Super	Superannuation Contributions	-986.29
DD5763.8	10/06/2020	Commonwealth Essential Super	Superannuation Contributions	-417.11
DD5763.9	10/06/2020	AMP SuperLeader	Superannuation Contributions	-169.69
DD5765.1	11/06/2020	Salary & Wages	Payroll 10Jun2020	-74600.17
DD5786.1	24/06/2020	Super Fund	Payroll Deductions	-447.34
DD5786.2	24/06/2020	Colonial First State Superannuation	Superannuation Contributions	-504.45
DD5786.3	24/06/2020	AMP RSA Superannuation	Payroll Deductions	-25.23
DD5786.4	24/06/2020	WALGSP	Superannuation Contributions	-6827.48
DD5786.5	24/06/2020	Rest Superannuation	Superannuation Contributions	-1910.29
DD5786.6	24/06/2020	Australian Super	Superannuation Contributions	-1484.93
DD5786.7	24/06/2020	Commonwealth Essential Super	Superannuation Contributions	-404.27
DD5786.8	24/06/2020	AMP SuperLeader	Superannuation Contributions	-169.69
DD5786.9	24/06/2020	Statewide Superannuation Pty Ltd	Superannuation Contributions	-185.37
DD5788.1	25/06/2020	Salary & Wages	Payroll 24Jun2020	-69624.43
DD5793.1	24/06/2020	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-1522.38
DD5793.2	24/06/2020	WALGSP	Superannuation Contributions	-1223.83
DD5795.1	26/06/2020	Salary & Wages	Payroll 24Jun2020	-17479.47
DD5796.1	01/06/2020	Westnet	Internet Charges Jun2020	-289.85
DD5796.2	09/06/2020	De Lage Landen Pty Ltd	Rental Agreement for the Photocopier Jun2020	-184.80
DD5800.1	24/06/2020	Super Fund	Superannuation Contributions	-216.97
DD5800.2	29/06/2020	Super Fund	Payroll Deductions	-150.00
DD5802.1	29/06/2020	Salary & Wages	Payroll 29Jun2020	-1618.58
DD5805.1	18/06/2020	Shire of Boyup Brook	P226 2008 Ammann Multi Wheel Roller - Registration to 30/06/2020	-49.45
DD5805.1	18/06/2020	Shire of Boyup Brook	Telstra - CWP Mobile Phone Recharge - May2020	-50.00
DD5805.1	18/06/2020	Shire of Boyup Brook	Telstra - CWP Mobile Phone Recharge - June2020	-50.00
DD5805.1	18/06/2020	Shire of Boyup Brook	Totally WorkWear - Depot PPE	-185.00
DD5805.1	18/06/2020	Shire of Boyup Brook	Work Clobber - Depot PPE	-453.00
DD5805.1	18/06/2020	Shire of Boyup Brook	Envirolab - Admin Ablutions Asbestos Testing	-110.00
DD5805.1	18/06/2020	Shire of Boyup Brook	Australian Assoc of Practice Management - Annual Fee 2020-21	-471.00
DD5805.1	18/06/2020	Shire of Boyup Brook	AMCAP - P222 Mitsubishi Fuso 1800L Water Cart - Parts	-35.13
DD5805.1	18/06/2020	Shire of Boyup Brook	Telstra - CWP Mobile Phone Recharge - June2020	-50.00
DD5805.1	18/06/2020	Shire of Boyup Brook	AMCAP - P222 Mitsubishi Fuso 1800L Water Cart - Credit for Parts not Supplied	114.51
DD5805.1	18/06/2020	Shire of Boyup Brook	BP Baldvivi - P214 Isuzu Giga CX7 455 Prime Mover - Diesel	-202.30
DD5805.1	18/06/2020	Shire of Boyup Brook	Bunnings - GP House Cabinetry	-776.00
DD5805.1	18/06/2020	Shire of Boyup Brook	The Good Guys - Depot Refreshments	-273.95
DD5808.1	30/06/2020	Western Australian Treasury Corporation	Loan 112 - Tip/Transfer Station	-1835.48
DD5823.1	15/06/2020	Commonwealth Bank	Account Service Transaction Fees - Muni 15/06/2020	-108.78
DD5823.2	02/06/2020	Commonwealth Bank	Merchant Fee - Muni 02/06/2020	-166.39
DD5763.10	10/06/2020	Statewide Superannuation Pty Ltd	Superannuation Contributions	-185.37
DD5763.11	10/06/2020	Prime Super	Superannuation Contributions	-97.08
DD5786.10	24/06/2020	Prime Super	Superannuation Contributions	-70.44
DD5786.11	24/06/2020	Wealth Personal Superannuation and Pension Fund	Superannuation Contributions	-587.54
TOTAL DD MUNI ACCOUNT TO 30 June 2020				-206,842.03
30/06/2020	Police Licensing		POLICE CLAIMED JUN2020	-75,159.40
TOTAL DD POLICE LICENSING ACCOUNT TO 30 June 2020				-75,159.40
QikKids Gateway Usage Jun2020 (No Transactions)				0.00
TOTAL DD BOYUP BROOK EARLY LEARNING CENTRE ACCOUNT TO 30 June 2020				0.00
SUMMARY				
CHQ (Muni Account)				-45,416.23
DD				-206,842.03
EFT				-434,621.47
TOTAL				-686,879.73
ALL MUNI TRANS TO 30 June 2020				-686,879.73
CHQ (Trust Account) TO 30 June 2020				-45,416.23
DD (Police Licensing Account) TO 30 June 2020				-75,159.40
DD (Boyup Brook Early Learning Centre) TO 30 June 2020				0.00



24 June 2020

Our Ref: 01-003-02-0003 TL

Dear Chief Executive Officer

Notice of Annual General Meeting 2020

The Annual General Meeting for the Western Australian Local Government Association (WALGA) will be held on **Friday, 25 September 2020**.

As you would be profoundly aware, the COVID-19 pandemic has upended much of our way of doing business and created significant uncertainty about our ability to host large scale events such as WALGA's Annual General Meeting. Following the cancellation of the Local Government Convention, the 2020 Annual General Meeting has been delayed to late September to provide as much time as possible for the meeting to be held in-person.

The meeting will be held at *Crown Perth*.

If an in-person event is not able to be held due to social distancing restrictions, the meeting will be conducted virtually.

Notice of the Annual General Meeting is enclosed, together with general information on the meeting, guidelines for the preparation and submission of motions and the Voting Delegates Registration Form.

Key dates are as follows:

- **Friday, 17 July** – Deadline to submit motions proposing amendments to WALGA's constitution
- **Friday, 31 July** – Deadline to submit motions for the AGM Agenda
- **Friday, 28 August** – Registration of voting delegates closes
- **Friday, 25 September** – Annual General Meeting, Crown Towers Perth

For enquiries, please contact Margaret Degebrot, Executive Officer Governance on 9213 2036 or via email mdegebrot@walga.asn.au.

Yours sincerely

Nick Sloan
Chief Executive Officer

Enclosed: Notice of 2020 AGM including Voting Delegate Form

ONE70, LV1, 170 Railway Parade, West Leederville, WA 6007
PO Box 1544, West Perth, WA 6872
T: (08) 9213 2000 F: (08) 9213 2077
info@walga.asn.au
www.walga.asn.au



Notice
of
Annual General Meeting
and
Procedural Information
for Submission of Motions

Crown Perth
Friday, 25 September 2020

Deadline for Agenda Items

(Close of Business)

Friday, 31 July 2020

2020 Local Government Convention

General Information

WALGA Annual General Meeting

The Annual General Meeting for the Western Australian Local Government Association will be held from 1:30pm on Friday 25 September 2020. This event should be attended by delegates from all Member Local Governments.

Cost for attending the Annual General Meeting

Attendance at the Annual General Meeting is **free of charge** to all Member Local Governments; lunch is not provided. Delegates must register their attendance in advance.

Submission of Motions

Member Local Governments are invited to submit motions for inclusion on the Agenda for consideration at the 2020 Annual General Meeting. Motions should be submitted in writing to the Chief Executive Officer of WALGA.

The closing date for submission of motions is 5:00pm **Friday, 31 July**.

Please note that any motions proposing alterations or amendments to the Constitution of the WALGA must be received by 5:00pm Friday, 17 July 2020 in order to satisfy the 60 day constitutional notification requirements.

The following guidelines should be followed by Members in the formulation of motions:

- Motions should focus on policy matters rather than issues which could be dealt with by the WALGA State Council with minimal delay.
- Due regard should be given to the relevance of the motion to the total membership and to Local Government in general. Some motions are of a localised or regional interest and might be better handled through other forums.
- Due regard should be given to the timeliness of the motion – will it still be relevant come the Local Government Convention or would it be better handled immediately by the Association?
- The likely political impact of the motion should be carefully considered.
- Due regard should be given to the educational value to Members – i.e. does awareness need to be raised on the particular matter?
- The potential media interest of the subject matter should be considered.
- Annual General Meeting motions submitted by Member Local Governments must be accompanied by fully researched and documented supporting comment.

Criteria for Motions

As per the Corporate Governance Charter, prior to the finalisation of the agenda, the WALGA President and Chief Executive Officer will determine whether motions abide by the following criteria:

Motions will be included in the Business Paper agenda where they:

1. Are consistent with the objects of the Association (refer to clause 3 of the constitution);
2. Demonstrate that the issue/s raised will concern or are likely to concern a substantial number of Local Governments in WA.;
3. Seek to advance the Local Government policy agenda of the Association and/or improve governance of the Association;
4. Have a lawful purpose (a motion does not have a lawful purpose if its implementation would require or encourage non-compliance with prevailing laws);
5. Are clearly worded and unambiguous in nature;

Motions will not be included where they are:

6. Consistent with current Association advocacy/policy positions. (As the matter has previously considered and endorsed by the Association).

Motions of similar objective:

7. Will be consolidated as a single item.

Submitters of motions will be advised of the determinations.

Enquiries relating to the preparation or submission of motions should be directed to Margaret Degebrod, Executive Officer Governance on (08) 9213 2036 or via email mdegebrod@walga.asn.au.

Emergency Motions

No motion shall be accepted for debate at the Annual General Meeting after the closing date unless the Association President determines that it is of an urgent nature, sufficient to warrant immediate debate, and delegates resolve accordingly at the meeting. Please refer to the AGM Standing Orders for details.



Mayor Tracey Roberts JP
President



Nick Sloan
Chief Executive Officer

EMAIL BACK

Voting Delegate Information 2020 Annual General Meeting



TO: Chief Executive Officer

Registered:

All Member Councils are entitled to be represented by two (2) voting delegates at the Annual General Meeting of the WA Local Government Association to be held on Friday 25 September 2020 at Crown Towers Perth.

Please complete and return this form to the Association by **Friday 28, August 2020** to register the attendance and voting entitlements of your Council's delegates to the Annual General Meeting.

In the event that a Voting Delegate is unable to attend, provision is made for proxy delegates to be registered.

Only registered delegates or proxy registered delegates will be permitted to exercise voting entitlements on behalf of Member Councils. Delegates may be Elected Members or serving officers.

Please Note: All Voting Delegates will need to present at the WALGA Delegate Service Desk prior to the AGM to collect their electronic voting device (keypad) for voting and identification tag to gain entry into the Annual General Meeting.

VOTING DELEGATES	PROXY Voting Delegates
Name of Voting Delegates (2):	Name of Proxy Voting Delegates (2):
For (Local Government Name): Shire/Town/City of	
Signature Chief Executive Officer _____ (An electronic signature is <u>required</u> if submitting via email)	
Date _____	

ON COMPLETION PLEASE EMAIL TO: mdegebrodts@walga.asn.au

Margaret Degebrodts, Executive Officer Governance

Local Government	Council Resolution re joining the scheme
Albany City	Yes - Resolved to join the scheme
Armadale City	Yes - Resolved to join the scheme
Augusta-Margaret River Shire	Yes - Resolved to join the scheme
Bassendean Town	Yes - Resolved to join the scheme
Bayswater City	Yes - Resolved to join the scheme
Beverley Shire	Yes - Resolved to join the scheme
Bridgetown-Greenbushes Shire	Yes - Resolved to join the scheme
Brookton Shire	Yes - Resolved to join the scheme
Broome Shire	Yes - Resolved to join the scheme
Broomehill-Tambellup Shire	Yes - Resolved to join the scheme
Bruce Rock Shire	Yes - Resolved to join the scheme
Bunbury City	Yes - Resolved to join the scheme
Busselton City	Yes - Resolved to join the scheme
Cambridge Town	Yes - Resolved to join the scheme
Carnamah Shire	Yes - Resolved to join the scheme
Carnarvon Shire	Yes - Resolved to join the scheme
Chapman Valley Shire	Yes - Resolved to join the scheme
Chittering Shire	Yes - Resolved to join the scheme
Claremont Town	Yes - Resolved to join the scheme
Cockburn City	Yes - Resolved to join the scheme
Corrigin Shire	Yes - Resolved to join the scheme
Cottesloe Town	Yes - Resolved to join the scheme
Cranbrook Shire	Yes - Resolved to join the scheme
Cuballing Shire	Yes - Resolved to join the scheme
Cue Shire	Yes - Resolved to join the scheme
Cunderdin Shire	Yes - Resolved to join the scheme
Dalwallinu Shire	Yes - Resolved to join the scheme
Dandaragan Shire	Yes - Resolved to join the scheme
Dardanup Shire	Yes - Resolved to join the scheme
Derby-West Kimberley Shire	Yes - Resolved to join the scheme
Donnybrook Balingup Shire	Yes - Resolved to join the scheme
Dowerin Shire	Yes - Resolved to join the scheme
Dumbleyung Shire	Yes - Resolved to join the scheme
Dundas Shire	Yes - Resolved to join the scheme
East Pilbara Shire	Yes - Resolved to join the scheme
Esperance Shire	Yes - Resolved to join the scheme
Fremantle City	Yes - Resolved to join the scheme
Gingin Shire	Yes - Resolved to join the scheme
Gnowangerup Shire	Yes - Resolved to join the scheme
Goomalling Shire	Yes - Resolved to join the scheme
Gosnells City	Yes - Resolved to join the scheme
Greater Geraldton City	Yes - Resolved to join the scheme
Harvey Shire	Yes - Resolved to join the scheme
Irwin Shire	Yes - Resolved to join the scheme

Jerramungup Shire	Yes - Resolved to join the scheme
Joondalup City	Yes - Resolved to join the scheme
Kalamunda Shire	Yes - Resolved to join the scheme
Kalgoorlie-Boulder City	Yes - Resolved to join the scheme
Karratha City	Yes - Resolved to join the scheme
Kellerberrin Shire	Yes - Resolved to join the scheme
Kojonup Shire	Yes - Resolved to join the scheme
Kondinin Shire	Yes - Resolved to join the scheme
Koorda Shire	Yes - Resolved to join the scheme
Kwinana City	Yes - Resolved to join the scheme
Lake Grace Shire	Yes - Resolved to join the scheme
Laverton Shire	Yes - Resolved to join the scheme
Leonora Shire	Yes - Resolved to join the scheme
Mandurah City	Yes - Resolved to join the scheme
Manjimup Shire	Yes - Resolved to join the scheme
Melville City	Yes - Resolved to join the scheme
Menzies Shire	Yes - Resolved to join the scheme
Morawa Shire	Yes - Resolved to join the scheme
Mosman Park Town	Yes - Resolved to join the scheme
Mount Marshall Shire	Yes - Resolved to join the scheme
Mundaring Shire	Yes - Resolved to join the scheme
Murray Shire	Yes - Resolved to join the scheme
Narembeen Shire	Yes - Resolved to join the scheme
Narrogin Shire	Yes - Resolved to join the scheme
Nedlands City	Yes - Resolved to join the scheme
Ngaanyatjarraku Shire	Yes - Resolved to join the scheme
Northam Shire	Yes - Resolved to join the scheme
Northampton Shire	Yes - Resolved to join the scheme
Nungarin Shire	Yes - Resolved to join the scheme
Perth City	Yes - Resolved to join the scheme
Pingelly Shire	Yes - Resolved to join the scheme
Plantagenet Shire	Yes - Resolved to join the scheme
Port Hedland Town	Yes - Resolved to join the scheme
Quairading Shire	Yes - Resolved to join the scheme
Rockingham City	Yes - Resolved to join the scheme
Serpentine-Jarrahdale Shire	Yes - Resolved to join the scheme
Shark Bay Shire	Yes - Resolved to join the scheme
South Perth City	Yes - Resolved to join the scheme
Subiaco City	Yes - Resolved to join the scheme
Swan City	Yes - Resolved to join the scheme
Tammin Shire	Yes - Resolved to join the scheme
Trayning Shire	Yes - Resolved to join the scheme
Upper Gascoyne Shire	Yes - Resolved to join the scheme
Victoria Park Town	Yes - Resolved to join the scheme
Victoria Plains Shire	Yes - Resolved to join the scheme
Vincent City	Yes - Resolved to join the scheme
Wagin Shire	Yes - Resolved to join the scheme
Wanneroo City	Yes - Resolved to join the scheme
Waroona Shire	Yes - Resolved to join the scheme
West Arthur Shire	Yes - Resolved to join the scheme

Westonia Shire	Yes - Resolved to join the scheme
Williams Shire	Yes - Resolved to join the scheme
Woodanilling Shire	Yes - Resolved to join the scheme
Wyalkatchem Shire	Yes - Resolved to join the scheme
Wyndham-East Kimberley Shire	Yes - Resolved to join the scheme
Yilgarn Shire	Yes - Resolved to join the scheme
York Shire	Yes - Resolved to join the scheme





Department of
**Local Government, Sport
and Cultural Industries**

National Redress Scheme for Institutional Child Sexual Abuse

**Department of Local Government, Sport
and Cultural Industries**

Information Paper

3 February 2020

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1. SUMMARY - WA LOCAL GOVERNMENT: ROYAL COMMISSION AND REDRESS

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

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

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

Following this initial consultation and feedback gathered, the State Government considered a range of options regarding WA local government participation in the Scheme and reached a final position in December 2019.

DLGSC, supported by the Departments of Justice and Premier and Cabinet, will again engage with WA local governments in early 2020, to inform of the:

- State's decision and the implications for the sector (see [Section 4](#));
- Support (financial and administrative) to be provided by the State; and
- Considerations and actions needed to prepare for participation in the Scheme from 1 July 2020 (see [Section 5](#)).

DLGSC's second phase of engagement with WA local governments is summarised in the table below:

Description and Action	Agency	Timeline
Distribution of Information Paper to WA Local Governments	DLGSC	3 February 2020
WALGA hosted webinar	DLGSC / DPC	18 February 2020
Metro and Country Zone meetings	WA LG's / DLGSC	19 to 24 February 2020
State Council meeting – Finalisation of Participation arrangements	WALGA	4 March 2020
WALGA hosted webinar – Participation arrangements	DLGSC/ DPC	Mid-March 2020

Further information about the Royal Commission is available at [Appendix A](#) and the National Redress Scheme at [Appendix B](#) of this Information Paper.

The information in this Paper may contain material that is confronting and distressing. If you require support, please [click on this link](#) to a list of available support services.

2. CURRENT SITUATION - WA LOCAL GOVERNMENT PARTICIPATION IN THE NATIONAL REDRESS SCHEME

The WA Parliament passed the legislation required to allow for the Government and WA based non-government institutions to participate in the National Redress Scheme. The *National Redress Scheme for Institutional Child Sexual Abuse (Commonwealth Powers) Act 2018 (WA)* took effect on 21 November 2018.

The WA Government commenced participating in the Scheme from 1 January 2019.

The State Government's Redress Coordination Unit within the Office of the Commissioner for Victims of Crime, Department of Justice:

- Acts as the State Government's single point of contact with the Scheme;
- Coordinates information from State Government agencies to the Scheme; and
- Coordinates the delivery of Direct Personal Responses (DPR) to redress recipients (at their request) by responsible State Government agencies to redress recipients.

CURRENT TREATMENT OF WA LOCAL GOVERNMENTS IN THE SCHEME

Under the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018 (Cth)*, Local Governments may be considered a State Government institution.¹

There are several considerations for the State Government and Local Governments (both individually and collectively) about joining the Scheme.

The State Government considers a range of factors relating to organisations or bodies participation in the Scheme, before their inclusion in the declaration as a State Government institution. These factors include the capability and capacity of the agencies or organisations to:

- Respond to requests for information from the State Government's Redress Coordination Unit within prescribed timeframes;
- Financially contribute to the redress payment made by the Scheme on behalf of the agency or body; and
- Comply with the obligations of participating in the Scheme and the Commonwealth legislation.

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

¹ Section 111(1)(b).

3. CONSULTATION TO DATE WITH WA LOCAL GOVERNMENT SECTOR

The Department of Local Government, Sport and Cultural Industries (DLGSC) has been leading an information and consultation process with the WA local government sector about the Scheme. The Departments of Justice and Premier and Cabinet (DPC) have been supporting DLGSC in the process, which aimed to:

- Raise awareness about the Scheme;
- Identify whether local governments are considering participating in the Scheme;
- Identify how participation may be facilitated; and
- Enable advice to be provided to Government on the longer-term participation of WA local governments.

DLGSC distributed an initial *Information and Discussion Paper* in early January 2019 to WA local governments, the WA Local Government Association (WALGA), Local Government Professionals WA (LG Pro) and the Local Government Insurance Scheme (LGIS). Between March and May 2019, DLGSC completed consultations that reached 115 out of 137 WA local governments and involved:

- an online webinar to 35 local governments, predominantly from regional and remote areas;
- presentations at 12 WALGA Zone and LG Pro meetings; and
- responses to email and telephone enquiries from individual local governments.

It was apparent from the consultations that the local government sector had, at the time, a very low level of awareness of the Scheme prior to the consultations occurring, and that little to no discussion had occurred within the sector or individual local governments about the Scheme. Local governments were most commonly concerned about the:

- Potential cost of redress payments;
- Availability of historical information;
- Capacity of local governments to provide a Direct Personal Response (apology) if requested by redress recipients;
- Process and obligations relating to maintaining confidentiality if redress applications are received, particularly in small local governments;
- Lack of insurance coverage of redress payments by LGIS, meaning local governments would need to self-fund participation and redress payments.

LGIS Update (April 2019) – National Redress Scheme

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

WALGA State Council Resolution

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

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

It is understood that this recommendation was made with knowledge that it is ultimately a State Government decision as to whether:

- Local governments can participate in the Scheme as part of the State's Government's declaration; and
- The State Government will fund local government redress liability.

4. WA GOVERNMENT DECISION - FUTURE PARTICIPATION OF WA LOCAL GOVERNMENTS IN THE NATIONAL REDRESS SCHEME

Following the initial consultation process, a range of options for local government participation in the Scheme were identified by the State Government including:

1. WA Local governments be **excluded** from the State Government's declaration of participating institutions.

This means that: local governments may choose not to join the Scheme; or join the Scheme individually or as group(s), making the necessary arrangements with the Commonwealth and self-managing / self-funding all aspects of participation in the Scheme.

2. WA Local governments be **included** in the State Government's declaration of participating institutions.

There were three sub-options for ways local government participation as a State Government institution could be accommodated:

- a. Local governments cover all requirements and costs associated with their participation;
- b. The State Government covers payments to the survivor arising from local governments' participation, with costs other than payments to the survivor (including counselling, legal and administrative costs) being funded by local governments; or
- c. An arrangement is entered into whereby the State Government and local governments share the requirements and costs associated with redress – for example, on a capacity to pay and deliver basis.

The State Government considered the above options and resolved via the Community Safety and Family Support Cabinet Sub-Committee (December 2019) to:

- Note the consultations undertaken to date with the WA local government sector about the National Redress Scheme;
- Note the options for WA local government participation in the Scheme;
- Agree to local governments participating in the Scheme as State Government institutions, with the State Government covering payments to the survivor; and
- Agree to the DLGSC leading further negotiations with the WA local government sector regarding local government funding costs, other than payments to the survivor including counselling, legal and administrative costs.

KEY ASPECTS OF THE STATE'S DECISION

For clarity, the State's decision that means the following financial responsibilities are to be divided between the State Government and the individual local government that has a Redress application submitted, and then subsequently accepted by the Scheme Operator as a Redress claim.

State Government

The State Government will cover the following:

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

Individual Local Government

The individual local government will be responsible for:

- Costs associated with gathering their own (internal) information if requested in a Redress application;
- Providing the State with the necessary information to participate in the Scheme; and
- Costs associated the delivery of a DPR (based on a standard service fee, plus travel and accommodation depending on the survivor's circumstance). *

* note – The State's decision includes that all DPR's will be coordinated and facilitated by the Redress Coordination Unit (Department of Justice) on every occasion, if a DPR is requested by the survivor.

This decision was made on the basis that:

- State Government financial support for local government participation in the Scheme, as set out, will ensure that redress is available to as many WA survivors of institutional child sexual abuse as possible.
- The demonstration of leadership by the State Government, as it will be supporting the local government sector to participate in the Scheme and recognising the WALGA State Council resolution of 3 July 2019, is consistent with the local government sector's preferred approach.
- Contributes to a nationally consistent approach to the participation of local governments in the Scheme, and particularly aligns with the New South Wales, Victorian and Tasmanian Governments' arrangements. This provides opportunity for the State Government to draw on lessons learned through other jurisdictions' processes.
- Ensures a consistent and quality facilitation of a DPR (by the State) if requested by the survivor.
- State Government financial support for any local government redress claims does not imply State Government responsibility for any civil litigation against local governments.

Noting the State's decision, a range of matters need to be considered and arrangements put in place to facilitate local governments participating with the State Government's declaration and meeting the requirements of the Scheme. Those arrangements will:

- provide for a consistent response to the Scheme by WA Government institutions, and for WA survivors accessing the Scheme; and
- mitigate concerns raised by local governments during consultations about complying with the processes and requirements of the Scheme.

5. CONSIDERATIONS FOR WA LOCAL GOVERNMENTS

Following the State's decision, a range of matters need to be considered by each local government and in some cases, actions taken in preparation for participating in the Scheme, these include:

CONFIDENTIALITY

- Information about applicants and alleged abusers included in RFIs (Requests for Information) is sensitive and confidential and is considered protected information under *The National Redress Act*, with severe penalties for disclosing protected information.
- Individual local governments will need to consider and determine appropriate processes to be put in place and staff members designated to ensure information remains confidential.

APPLICATION PROCESSING / STAFFING

- The timeframes for responding to an RFI are set in *The Act* and are 3 weeks for priority application and 7 weeks for non-priority applications. This RFI process will be supported by the State (DLGSC and the Redress Coordination Unit).
- Careful consideration should be given to determining which position will be responsible for receiving applications and responding to RFIs, due to the potentially confronting content of people's statement of abuse.
- Support mechanisms should be in place for these staff members, including access to EAP (Employee Assistance Program) or other appropriate support.
- The need for the appointed position and person(s) to have a level of seniority in order to understand the magnitude of the undertaking and to manage the potential conflicts of interest.
- The responsible position(s) or function(s) would benefit from being kept confidential in addition to the identity of the person appointed to it.

RECORD KEEPING

- The Redress Coordination Unit (Department of Justice) is the state record holder for Redress and will keep copies of all documentation and RFI responses. Local Governments will be required to keep their own records regarding a Redress application in a confidential and secure manner, and in line with all requirements of the *State Records Act 2000*.
- Consider secure storage of information whilst the RFI is being responded to.

REDRESS DECISIONS

- Decisions regarding redress applicant eligibility and responsible institution(s) are made by Independent Decision Makers, based on the information received by the applicant and any RFI responses. The State government does not have any influence on the decision made.
- There is no right of appeal.

MEMORIALS

- Survivors (individuals and / or groups) from within individual communities may ask about the installation of memorials. The State Government's view is to only consider memorialising groups, however locally, this is a decision of an individual local government.

6. NEXT STEPS – PREPARATION FOR WA LOCAL GOVERNMENT PARTICIPATION IN THE SCHEME

In addition to the second-phase information process outlined in section 1, the State will develop:

1. A Memorandum of Understanding (MOU) - to be executed between the State and WALGA following the (WALGA) State Council meeting on 4 March 2020.

The MOU will capture the overall principles of WA local governments participating in the Scheme as State Government institutions and being part of the State's declaration; and

2. Template Service Agreement – that will be executed on an 'as needed' basis between the State and an individual local government, if a redress application is received.

DLGSC and the Department of Justice will work with WALGA / LGPro and all local governments to prepare for participation in the Scheme including:

- Identifying appropriate positions, staff and processes to fulfil requests for information;
- Ensuring local governments have delegated authority to an officer to execute a service agreement with the State if needed;

The State will prepare a template Council report, where all WA local governments will be asked to delegate authority to an appropriate officer in advance, able to execute a service agreement if required. This is necessary as priority requests for information under the Scheme, are in a shorter turnaround time than Council meeting cycles and therefore, cannot be undertaken at the time.

- Ensuring local government have established appropriate processes and can fulfil Scheme obligations (particularly in terms of confidentiality, record keeping etc); and
- Gathering the necessary facility and service information from all individual local governments to commence participation in the Scheme. This information will be provided to the Commonwealth, loaded into the Scheme database and used to facilitate an individual local government's participation in the National Redress Scheme.

ACKNOWLEDGEMENTS

The contents of this Information and Discussion Paper includes extracts from the following identified sources. Information has been extracted and summarised to focus on key aspects applicable to the Department of Local Government, Sport and Cultural Industries' key stakeholders and funded bodies:

- The Royal Commission into Institutional Responses to Child Sexual Abuse – Final Report.

To access a full version of the Royal Commission's Findings and the Final Report, please follow the link at <https://www.childabuseroyalcommission.gov.au/>

- Western Australian State Government response to the Royal Commission (27 June 2018).

To access a full version of the State Government's detailed response and full report, please follow the link at

[https://www.dpc.wa.gov.au/ProjectsandSpecialEvents/Royal-Commission/Pages/The-WA-Government-Response-to-Recommendations-\(June-2018\).aspx](https://www.dpc.wa.gov.au/ProjectsandSpecialEvents/Royal-Commission/Pages/The-WA-Government-Response-to-Recommendations-(June-2018).aspx)

- More information on the National Redress Scheme can be found at www.nationalredress.gov.au.
- The full National Redress Scheme - Participant and Cost Estimate (July 2015) Report at <https://www.dlgsc.wa.gov.au/resources/publications/Pages/Child-Abuse-Royal-Commission.aspx>

FOR MORE INFORMATION

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APPENDIX A

ROYAL COMMISSION INTO INSTITUTIONAL RESPONSES TO CHILD SEXUAL ABUSE – FURTHER INFORMATION

The Royal Commission into Institutional Responses to Child Sexual Abuse (the Royal Commission) was established in January 2013, to investigate systemic failures of public and private institutions² to protect children from child sexual abuse, report abuse, and respond to child sexual abuse. The Royal Commission's Terms of Reference required it to identify what institutions should do better to protect children in the future, as well as what should be done to:

- achieve best practice in reporting and responding to reports of child sexual abuse;
- eliminate impediments in responding to sexual abuse; and
- address the impact of past and future institutional child sexual abuse.

The Western Australian Government (State Government) strongly supported the work of the Royal Commission through the five years of inquiry, presenting detailed evidence and submissions and participating in public hearings, case studies and roundtables.

The Royal Commission released three reports throughout the inquiry: *Working with Children Checks (August 2015)*; *Redress and Civil Litigation (September 2015)* and *Criminal Justice (August 2017)*. The Final Report (Final Report) of the Royal Commission into Institutional Responses to Child Sexual Abuse incorporated the findings and recommendations of the previously released reports and was handed down on 15 December 2017. To access a full version of the Royal Commission's Findings and the Final Report, follow the link at <https://www.childabuseroyalcommission.gov.au/>

The Royal Commission made 409 recommendations to prevent and respond to institutional child sexual abuse through reform to policy, legislation, administration, and institutional structures. These recommendations are directed to Australian governments and institutions, and non-government institutions. One specific recommendation was directed at Local Government, while many others will directly or indirectly impact on the organisations that Local Government works with and supports within the community.

Of the 409 recommendations, 310 are applicable to the Western Australian State Government and the broader WA community.

² * For clarity in this Paper, the term 'Institution' means any public or private body, agency, association, club, institution, organisation or other entity or group of entities of any kind (whether incorporated or unincorporated), however described, and:

- Includes for example, an entity or group of entities (including an entity or group of entities that no longer exist) that provides, or has at any time provided, activities, facilities, programs or services of any kind that provide the means through which adults have contact with children, including through their families
- Does not include the family.

THE WESTERN AUSTRALIAN GOVERNMENT RESPONSE TO THE ROYAL COMMISSION

The State Government examined the 310 applicable recommendations and provided a comprehensive and considered response, taking into account the systems and protections the State Government has already implemented. The State Government has accepted or accepted in principle over 90 per cent of the 310 applicable recommendations.

The State Government's response was released on 27 June 2018 fulfilling the Royal Commission recommendation 17.1, that all governments should issue a formal response within six months of the Final Report's release, indicating whether recommendations are accepted; accepted in principle; not accepted; or will require further consideration. The WA Government's response to the Royal Commission recommendations can be accessed at:

<http://www.dpc.wa.gov.au/childabuseroyalcommission>

The State Government has committed to working on the recommendations with the Commonwealth Government, other states and territories, local government, non-government institutions (including religious institutions) and community organisations.

The State Government's overall approach to implementation of reforms is focused on:

- Stronger Prevention (including Safer Institutions and Supportive Legislation)
 - Create an environment where children's safety and wellbeing are the centre of thought, values and actions;
 - Places emphasis on genuine engagement with and valuing of children;
 - Creates conditions that reduce the likelihood of harm to children and young people.
- Reliable Responses (including Effective Reporting)
 - Creates conditions that increase the likelihood of identifying any harm;
 - Responds to any concerns, disclosures, allegations or suspicions of harm.
- Supported Survivors (including Redress).

Many of the recommendations of the Royal Commission have already been addressed through past work of the State Government, and others working in the Western Australian community to create safe environments for children. This work is acknowledged and where appropriate, will be built upon when implementing reforms and initiatives that respond to the Royal Commission's recommendations.

APPENDIX B

NATIONAL REDRESS SCHEME - FURTHER INFORMATION

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

The National Redress Scheme (the Scheme):

- Acknowledges that many children were sexually abused in Australian institutions;
- Recognises the suffering they endured because of this abuse;
- Holds institutions accountable for this abuse; and
- Helps people who have experienced institutional child sexual abuse gain access to counselling and psychological services, a direct personal response, and a redress-payment.

The National Redress Scheme involves:

- People who have experienced institutional child sexual abuse who can apply for redress;
- The National Redress Scheme team — Commonwealth Government staff who help promote the Scheme and process applications;
- Redress Support Services — free, confidential emotional support and legal and financial counselling for people thinking about or applying to the Scheme;
- Participating Institutions that have agreed to provide redress to people who experienced institutional child sexual abuse; and
- Independent Decision Makers who will consider applications and make recommendations and conduct reviews.

The National Redress Scheme formally commenced operation on 1 July 2018 and offers eligible applicants three elements of redress:

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

Importantly, the Scheme also provides survivors with community based supports, including application assistance; financial support services; and independent legal advice. The Scheme is administered by the Commonwealth Government on behalf of all participating governments, and government and non-government institutions, who contribute on a 'responsible entity pays' basis.

Institutions that agree to join the Scheme are required to adhere to the legislative requirements set out in the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth).

More information on the Scheme can be found at www.nationalredress.gov.au or the [National Redress Guide](#).

SURVIVORS IN THE COMMUNITY

Throughout the five years of its inquiry, the Royal Commission heard detailed evidence and submissions, and held many public and private hearings, case studies and roundtables. Most notably, the Royal Commission heard directly from survivors of historical abuse.

The Royal Commission reported that survivors came from diverse backgrounds and had many different experiences. Factors such as gender, age, education, culture, sexuality or disability had affected their vulnerability and the institutions response to abuse.

The Royal Commission, however, did not report on the specific circumstances of individuals with the details of survivors protected; the circumstances of where and within which institutions their abuse occurred is also protected and therefore unknown. Further, survivors within the WA community may have chosen to not disclose their abuse to the Royal Commission.

Accordingly, it is not known exactly how many survivors were abused within Western Australian institutions, including within Local Government contexts. Within this context of survivors in the community, who may or may not be known, consideration needs to be given to how all institutions, including local governments, can fulfil the Royal Commission's recommendation in relation to redress.

The Royal Commission's *Redress and Civil Litigation (September 2015)* Report recommended the establishment of a single national redress scheme to recognise the harm suffered by survivors of institutional child sexual abuse. This report also recommended that Governments around Australia remove the limitation periods that applied to civil claims based on child sexual abuse, and consequently prevented survivors – in most cases – pursuing compensation through the courts.

As a result of reforms made in response to these recommendations, WA survivors now have the following options to receive recognition of their abuse:

1. Pursuing civil court action(s) against the perpetrator and/or the responsible institution. The *Civil Liability Legislation Amendment (Child Sexual Abuse Actions) Act 2018* (WA) took effect on 1 July 2018, removing the limitation periods that previously prevented persons who had experienced historical child sexual abuse from commencing civil action.
2. Applying to the National Redress Scheme, which provides eligible applicants with a monetary payment, funds to access counselling and an apology. Note, to receive redress the responsible institution(s) will need to have joined the Scheme.

TREATMENT OF LOCAL GOVERNMENTS BY OTHER JURISDICTIONS

At the time of the State Government joining the Scheme, only two jurisdictions had made a decision about the treatment of local governments. All jurisdictions have since agreed to include local governments within their respective declarations, with the exception of South Australia (SA). The SA Government is still considering their approach.

It is understood that all jurisdictions, with the exception of SA, are either covering the redress liability associated with local government participation in the Scheme or entering into a cost sharing arrangement. The table below provides a summary of other jurisdictions' positions.

Jurisdiction	Position
Commonwealth	<ul style="list-style-type: none"> No responsibility for local governments. The Commonwealth Government has indicated preference for a jurisdiction to take a consistent approach to the participation of local governments in the Scheme.
Australian Capital Territory (ACT)	<ul style="list-style-type: none"> ACT has no municipalities, and the ACT Government is responsible for local government functions. ACT has therefore not been required to explore the issue of local government participation in the Scheme.
New South Wales (NSW)	<ul style="list-style-type: none"> In December 2018, the NSW Government decided to include local councils as NSW Government institutions and to cover their redress liability. The NSW Office for Local Government is leading communications with local councils about this decision. NSW's declaration of participating institutions will be amended once preparation for local council participation is complete.
Northern Territory (NT)	<ul style="list-style-type: none"> The NT Government has consulted all of the Territory's local governments, including individually visiting each local government. NT is in the process of amending Territory's declaration of participating institutions to include local governments.
Queensland	<ul style="list-style-type: none"> Queensland is finalising a memorandum of understanding (MOU) with the Local Government Association of Queensland to enable councils to participate in the Scheme as State institutions. The MOU includes financial arrangements that give regard to individual councils' financial capacity to pay for redress.
South Australia (SA)	<ul style="list-style-type: none"> Local governments are not currently included in the SA Government's declaration The SA Government is still considering its approach to local governments.
Tasmania	<ul style="list-style-type: none"> Local Governments have agreed to participate in the Scheme and will be included as a state institution in the Tasmanian Government's declaration. A MOU with local governments is being finalised, ahead of amending Tasmania's declaration.
Victoria	<ul style="list-style-type: none"> The Victorian Government's declaration includes local governments. The Victorian Government is covering local governments' redress liability.
Western Australia (WA)	<ul style="list-style-type: none"> The WA Government has excluded local governments from its declaration, pending consultation with the local government sector.

TIMEFRAME TO JOIN THE SCHEME

Institutions can join the Scheme within the first two years of its commencement. This means that institutions can join the Scheme up to and including 30 June 2020 (the second anniversary date of the Scheme). The Commonwealth Minister for Social Services may also provide an extension to this period to allow an institution to join the Scheme after this time. However, it is preferred that as many institutions as possible join the Scheme within the first two years to give certainty to survivors applying to the Scheme about whether the institution/s in which they experienced abuse will be participating.

If an institution has not joined the Scheme, they are not a participating institution. However, this will not prevent a person from applying for redress. In this circumstance, a person's application cannot be assessed until the relevant institution/s has joined the Scheme. The Scheme will contact the person to inform them of their options to either withdraw or hold their application. The Scheme will also contact the responsible institution/s to provide information to aid the institution/s to consider joining the Scheme.

THE SCHEME'S STANDARD OF PROOF

The Royal Commission recommended that 'reasonable likelihood' should be the standard of proof for determining eligibility for redress. For the purposes of the Scheme, 'reasonable likelihood' means the chance of the person being eligible is real and is not fanciful or remote and is more than merely plausible.

When considering a redress application, the Scheme Operator must consider whether it is reasonably likely that a person experienced sexual abuse as a child, and that a participating institution is responsible for an alleged abuser/s having contact with them as a child. In considering whether there was reasonable likelihood, all the information available must be taken into account.

Where a participating institution does not hold a record (i.e. historical information), the Scheme Operator will not be precluded from determining a person's entitlement to redress. The information to be considered by the Scheme Operator includes:

- The information contained in the application form (or any supplementary information provided by a person by way of statutory declaration);
- Any documentation a person provided in support of their application;
- The information provided by the relevant participating institution/s in response to a Request for Information from the Operator, including any supporting documentation provided; and
- Any other information available including from Scheme holdings (for example where the Scheme has built up a picture of relevant information about the same institution during the relevant period, or the same abuser).

It should be noted that the 'reasonable likelihood' standard of proof applied by the Scheme is of a lower threshold (or a lower standard of proof) than the common law standard of proof applied in civil litigation – the 'balance of probabilities'. Please see 11.7 of the Royal Commission's *Redress and Civil Litigation Report (2015)* for additional information on the difference between the two.

MAXIMUM PAYMENT AND SHARED RESPONSIBILITY

The amount of redress payment a person can receive depends on a person's individual circumstances, specifically the type of abuse the person experienced.

A person may only make one application for redress. The maximum redress payment payable under the scheme to an applicant is \$150,000 in total.

The payment of redress is made by the institution(s) found responsible for exposing the individual to the circumstances that led to the abuse.

There may be instances where one or more institutions are found to be jointly responsible for the redress payment to a person, and instances where a person may have experienced abuse in one or more different institutions. In such situations, the redress payable by an institution will be apportioned in accordance with the Scheme's assessment framework - see <https://www.legislation.gov.au/Details/F2018L00969> and method statement - see <http://guides.dss.gov.au/national-redress-guide/4/1/1>

Prior payments made by the responsible institution for the abuse to the applicant (e.g. ex-gratia payments) will be taken into account and deducted from the institutions' redress responsibility.

EFFECT OF AN APPLICANT ACCEPTING AN OFFER OF REDRESS

Accepting an offer of redress has the effect of releasing the responsible participating institution/s and their officials (other than the abuser/s) from civil liability for instances of sexual abuse and related non-sexual abuse of the person that is within the scope of the Scheme. This means that the person agrees to not bring or continue any civil claims against the responsible participating institution/s in relation to any abuse within the scope of the Scheme.

If a responsible participating institution/s is a member of a participating group, the person will be releasing the other associated institutions and officials within that group from any civil liability for instances of sexual abuse and related non-sexual abuse of the person that is within the scope of the Scheme.

Accepting an offer of redress also has the effect of preventing a responsible participating institution from being liable to contribute to damages that are payable to the person in civil proceedings (where the contribution is to another institution or person).

In accepting the offer of redress, a person will also be consenting to allow the participating institution/s or official/s to disclose the person's acceptance of redress offer in the event that a civil claim is made. The Scheme must provide a copy of the person's acceptance of offer to each responsible institution for their records once received.

Note – the acceptance of an offer of redress does not exclude the pursuance or continuance of criminal proceedings against the abuser(s).

COMMUNITY LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of _____, _____

BETWEEN:

Shire of Boyup Brook of Abel Street, Boyup Brook, WA 6244

Telephone: (08) 9765 1200 Fax: (08) 9765 1485

(the "Landlord")

OF THE FIRST PART

- AND -

Boyup Brook Men's Shed Incorporated of

PO Box 234 Boyup Brook, Western Australia, 6244

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, car park areas, driveways,

Community Lease Agreement

- loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as:
- i. Land
- Lot 336 on Diagram 11985 being the whole of the land in Certificate of Title Volume 1337 Folio 838.
- Lease of Portion of Lot 336 (No.112) Jackson Street, Boyup Brook
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the portion of land together with the buildings which is located approximately as shown on Schedule 'A' attached to and incorporated in the Lease.
- g. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- h. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the office the portion of land as shown on Schedule "A" Lot 336 (No.112) Jackson Street, Boyup Brook (the "Premises").
3. The Premises will be used for only the following permitted use (the "Permitted Use"):

Community Lease Agreement

workshop and uses ancillary thereto. Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon 30 days' notice, the Landlord may revoke any consent previously given under this clause.
5. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
6. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrances, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Term

7. The term of the Lease commences on 1 March 2020 and ends on 1 March 2025 (the "Term").
8. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
9. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.
10. Notwithstanding that the Term commences on 1 March 2020, the Tenant is entitled to possession of the Premises on 1 January 2020.
11. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one (1) month's notice to the other party.

Rent

12. Subject to the provisions of this Lease, the Tenant will pay a base rent, without setoff, abatement or deduction, of \$1 per annum, for the Premises (the "Base Rent").

Community Lease Agreement

13. The Tenant will pay the Base Rent on or before the first day of each year, payable on demand of the Term to the Landlord.

Rent Review

14. The Landlord and Tenant will review the basic rent after each year, which will become effective at the commencement of the following year.
15. For any rent review, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.
16. The rent review will assume that:
 - a. the Premises are fit for occupation by a willing tenant;
 - b. the Premises may be lawfully let for the Permitted Use;
 - c. the Landlord and Tenant have complied with their respective obligations in this Lease; and
 - d. if the Premises have been damaged or destroyed, they have been fully repaired.
17. The rent review will disregard:
 - a. the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
 - b. any goodwill attached to the Premises because of the Tenant's occupation;
 - c. any work done to the Premises that was not done pursuant to an obligation in this Lease; and
 - d. any activities on, or work done to, any adjoining premises.
18. If the Landlord and Tenant cannot agree on the basic rent on the date of review, then the Open Market Rent will be determined by a valuer acting as an expert, appointed by the President of the Real Estate Institute of Australia.
19. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

Outgoings

20. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following recoverable outgoings:
 - a. all repairs, replacements and maintenance to the Building and any component of the Building.
 - b. all cleaning or any other service required.
21. The Landlord will be responsible for paying the following outgoings:

Community Lease Agreement

- a. electricity usage and water, while there is no separate meter.
- b. security;
- c. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;

Landlord's Estimate

22. The Landlord may, in respect of all taxes and Outgoings and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

23. Safety and testing obligations:
- a. The Tenant acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
 - b. The Tenant acknowledges and agrees to comply with the requirements of the Occupational Safety and Health Act 1984, including without limitation the requirement for all portable plug-in electrical equipment to be tested and tagged.
24. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute,

Community Lease Agreement

including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

26. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

27. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

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- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving five (5) days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

28. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean and in tenantable condition.

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29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

30. Upon giving written notice no later than 6 months before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.
31. The Tenant may request that the Landlord register this option to renew.

Tenant Improvements

32. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

All improvements are at the Tenants cost.

Utilities and Other Costs

33. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: utilities that are not on a separate meter including water and electricity; septic tank; and public building safety inspections including Termite, residual current device (RCD only) and fire equipment.
34. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: rubbish removal; any separately metered water and/or electricity.

Insurance

35. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no

Community Lease Agreement

liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding a tenant's policy of insurance.

36. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
37. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

38. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Tenant's Indemnity

39. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

Attorney Fees

40. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent

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will bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

Governing Law

41. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Western Australia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

42. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Western Australia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

43. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
44. Before giving consent, the Landlord may require reasonable documentation to satisfy the Landlord that the proposed assignee or subtenant is capable of performing the Tenant's obligations under this Lease.
45. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
46. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
47. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law or in equity.
48. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

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49. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

50. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
51. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
52. The Tenant will not engage in any illegal trade or activity on or about the Premises.
53. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

54. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

55. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

56. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

57. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
58. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

Community Lease Agreement

59. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
60. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
61. Time is of the essence in this Lease.
62. This Lease will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
63. Flood Zone

The Tenant acknowledges and agrees that:

- a. The Land falls below the 1 and 100 flood zone and as such, may be susceptible to flooding;
- b. The Landlord will not be held liable under any circumstances for any loss suffered by the Lessee as a result of flooding; and
- c. The Lessee needs to ensure adequate insurance policies are taken out to mitigate against the potential for loss incurred as a result of flooding.

Community Lease Agreement

IN WITNESS WHEREOF the Parties to this Lease have signed, on this _____ day of _____,

Shire of Boyup Brook (Landlord)

Name

Signature

Witness Name

Witness Signature

(Tenant)

Name

Signature

Witness Name

Witness Signature

Schedule A

The premises is the workshop building outlined in red only.

Community Lease Agreement



POLICY NO.	F.12
POLICY SUBJECT	Guidelines for Community and Commercial Lease Negotiations Policy
ADOPTION DATE	15 November 2018
VARIATION DATE	21 February 2019
REVIEW DATE	November 2019

Policy Objective

This policy establishes protocols for the CEO to negotiate community and commercial leases. Through the implementation of this Policy, Council aims to maximise the benefit to the community whilst ensuring responsible management of community assets.

Policy Scope

This policy applies to all new leases and licences, including the renewal of leases and licences for community, sporting groups and commercial entities.

Policy

Leases are to include a range of standard clauses such as: Indemnity; Statutory Obligations and Notices; Breach; Governing Law; Disputes; Goods and Services Tax; and, and the Schedule.

The below table i.e. the framework, outlines the matters to be negotiated in a community or commercial lease, and identifies who will be responsible for each of the costs.

CEO's Responsibility

The CEO is responsible for managing lease negotiations under this framework. Other clauses that may be negotiated by the CEO include:

- Alterations and capital improvements - e.g. the Lessee is to obtain prior written consent from Council.
- Casual hire - Lessee is to obtain prior written consent from the CEO.
- Assignment, Subletting and Charging - Lessee is to obtain prior written consent from the CEO.
- The term of the lease or licence.

Council's Responsibility

Should a prospective lessee wish to deviate from these standard requirements, they are to put a written request to Council for approval. Once a lease has been negotiated, the final draft lease will be presented to Council for approval.

Standard Lease Charges:

Item	Description	Who is responsible for payment - Community Lease		Who is responsible for payment - Commercial Lease	
		Shire	Lessee	Shire	Lessee

Item	Description	Who is responsible for payment - Community Lease		Who is responsible for payment - Commercial Lease	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*Rates	local government services and other charges	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
*ESL	local government services and other charges	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
*Bins (based on fees and charges)	local government services and other charges		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Electricity	Utility		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Gas	Utility - replacing gas bottle		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Septic Tank	Emptying of Septic Tank		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
*Water Rates	local government services and other charges	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Water Charges	Utility		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Telephone	Outgoings		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Building/Property Insurance	Insurance: Shire is on charge.		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Public Liability Insurance	Insurance		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Contents Insurance	Insurance		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Termite	Public building safety inspection	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Electrical inspection RCD only	Public building safety inspection	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Fire equipment	Public building safety inspection	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Cost to prepare the lease	legal fees	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Legal action in regards to lessee breach, work done at lessee request in regards to lease.	legal fees		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

**These costs are as per the Fees and Charges in the Annual Budget.*

COMMUNITY LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of _____, _____

BETWEEN:

Shire of Boyup Brook of Abel Street, Boyup Brook, WA 6244

Telephone: (08) 9765 1200 Fax: (08) 9765 1485

(the "Landlord")

OF THE FIRST PART

- AND -

Boyup Brook Lions Club Incorporated of

PO Box 154 Boyup Brook, Western Australia, 6244

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, car park

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areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as: Land Part of Lot 336 on Diagram 11985 and being the whole of land comprised in Certificate of Title Volume 1337 Folio 838.
- Lease is for the front portion of the Large Shed at the Flax Mill Lot 336 (No. 112) Jackson Street Boyup Brook.
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the portion of land together with the buildings which is located approximately as shown on Schedule 'A' attached to and incorporated in the Lease.
- g. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- h. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the shed shown on Schedule "A" (the "Premises").
3. The Premises will be used for only the following permitted use (the "Permitted Use"):
Container Recycling Venue and uses ancillary thereto. Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

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The tenant acknowledges that the premises are in a flood prone area and this site has in past been flooded. It is to be anticipated that this will happen again and the tenant is to anticipate such events and make their own arrangements to move any plant, machinery and stock to another safe location. The landlord will not be responsible for any damage caused by flooding.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon 30 days' notice, the Landlord may revoke any consent previously given under this clause.
5. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
6. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrances, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Relocation of Premises

7. By negotiation and agreement in writing between the Tenant and Landlord:
 - a. the lease can be transferred to an alternative property. This lease may be amended to change the description of the Premises and any other matters relevant to the new location.
 - b. alternatively, this lease may be terminated early if the Tenant's operations are to be relocated to an alternative location and a new Lease will be signed.

Term

8. The term of the Lease commences on signing the agreement for one year (the "Term").
9. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
10. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.
11. Notwithstanding that the Term commences on 4 September 2020, the Tenant is entitled to possession of the Premises on 4 September 2020.

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12. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be automatically created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one (1) months' notice to the other party.

Rent

13. Subject to the provisions of this Lease, the Tenant will pay the adopted Fees and Charges for the Flax Mill Storage Shed as the Shire of Boyup Brook Annual Budget, for the Premises (the "Base Rent").
14. The Tenant will pay the Base Rent on or before the first day of each year, payable annually in advance on demand of the Term to the Landlord.

Rent Review

15. The Flax Mill Storage Shed fee will be reviewed annually by Council in the Fees and Charges.

Utilities & Outgoings

16. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers recoverable outgoings and utilities:
 - a. Tenant is responsible for all repairs, replacements and maintenance to the inside of the Shed Building.
 - b. Tenant is responsible for the direct payment of all utilities and other charges in relation to the Premises: rubbish removal; and separately metered water and/or electricity.
 - c. Tenant is responsible for contents and public liability insurance
17. The Landlord will be responsible for paying the following outgoings: Insurance relating to the Land and Buildings as placed by the Landlord from time to time, acting prudently.
18. The Lessor will carry out the public building safety inspection.

Landlord's Estimate

19. The Landlord may, in respect of all taxes and Outgoings and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to

Community Lease Agreement

estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

20. Safety and testing obligations:
 - a. The Tenant acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
 - b. The Tenant acknowledges and agrees to comply with the requirements of the Occupational Safety and Health Act 1984, including without limitation the requirement for all portable plug-in electrical equipment to be tested and tagged.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

23. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of

Community Lease Agreement

this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

24. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving five (5) days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

Community Lease Agreement

- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

- 25. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean and in tenantable condition.
- 26. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

- 27. Upon giving written notice no later than 6 months before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.
- 28. The Tenant may request that the Landlord register this option to renew.

Tenant Improvements

- 29. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. Any way significantly altering the appearance of the Premises;
 - b. Performing any structural alterations;

Community Lease Agreement

- c. Installation of utilities;
- d. subject to this Lease, erecting fixed signage;
- e. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

All improvements are at the Tenants cost.

Abandonment

30. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Tenant's Indemnity

31. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

Attorney Fees

32. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

Governing Law

33. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Western Australia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Western Australia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

35. The Tenant will not assign this Lease in whole or in part, not sublet all or any part of the Premises with the Landlords permission.

Bulk Sale

36. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

37. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
38. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

41. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

Community Lease Agreement

42. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
43. Fire – provision of suitable fire fighting equipment, maintained and inspected accordance with relevant Australian Standards.

Rules and Regulations

44. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
49. This Lease will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
50. Flood Zone
The Tenant acknowledges and agrees that:
 - a. The Land falls below the 1 and 50 and 100 year flood zone and as such, may be susceptible to flooding;
 - b. The Landlord will not be held liable under any circumstances for any loss suffered by the Lessee as a result of flooding; and
 - c. The Lessee needs to ensure adequate insurance policies are taken out to mitigate against the potential for loss incurred as a result of flooding.

Community Lease Agreement

IN WITNESS WHEREOF the Parties to this Lease have signed, on this _____ day of _____,

Shire of Boyup Brook (Landlord)

Name

Signature

Witness Name

Witness Signature

Lions Club (Tenant)

Name

Signature

Witness Name

Witness Signature

Community Lease Agreement

Schedule A

The premises is the front left section of the large Flax Mill Shed.

Size is 38m x 15m = 570m².



WESTERN AUSTRALIA



336/D11985	
LOCALITY	DATE OF ISSUE
1	13/7/2017

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1991

VOLUME 1337 FOLIO 538

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the terms, covenants and other incidents contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications therein in the second schedule


REGISTRAR OF TITLES 

LAND DESCRIPTION:

LOT 336 ON DIAGRAM 11985

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SHIRE OF UPPER BLACKWOOD OF PO BOX 2 BOYUP BROOK

(NS. 0095001A.) REGISTERED (M1000)

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

- 1. N663882 LEASE TO BOYUP BROOK PISTOL CLUB INCORPORATED OF PO BOX 44 BOYUP BROOK EMPRES- SEE LEASE AS TO PORTION ONLY REGISTERED 30/6/2017

Warning A verbal search of the deeds of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any matter provided by an exhibit may not appear on the current edition of the duplicate copy of title.
Lot is described in the land description only by a lot or location

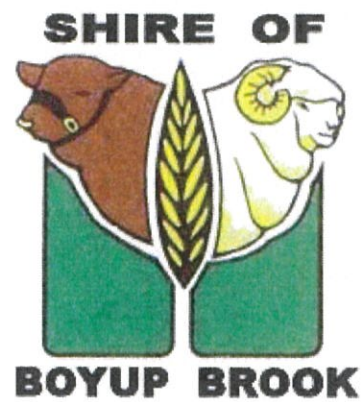
-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be used should they be relied on as evidence in connection of the land and the relevant businesses or for legal, government, legal, surveying or other professional advice

SKETCH OF LAND:	1337-538 (D6)D11985
PREVIOUS TITLE:	1337-538
PROPERTY STREET ADDRESS:	112 JACKSON ST, BOYUP BROOK
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF BOYUP BROOK

Applicants	Purpose	Amount	Completed and signed acquittal	Completed Budget	Financial Evidence	Project Evidence	Additional Docs	Valid Acquittal
1	Tonebridge Country Club Inc	\$850	✓	✓	✓	N/A	N/A	✓
2	Wilga Progress Association Inc	\$850	✓	✓	✓	✓	N/A	✓
3	Blackwood Valley Wine Industry Association Inc.	\$250	✓	✓	✓	✓	N/A	✓
4	Lions Club Boyup Brook	\$500			Event Cancelled due to CV19			
5	Boyup Brook Tourism Association	\$740	✓	✓	✓	✓	N/A	✓
6	Mayanup Horse and Pony Club Inc	\$500	✓	✓	✓	✓	N/A	✓
7	Community Mental Health Action Team (CoMHAT)	\$4,000	✓	✓	✓	✓	✓	✓
8	Boyup Brook District Pioneer's Museum Inc	\$5,000	✓	✓	✓	N/A	2 receipts missing	✓
9	Country Music Club of Boyup Brook WA Inc	\$12,500	✓	✓	✓	✓	Full report	✓
10	Boyup Brook Bowling Club	\$1,000	✓	✓	✓	No photos	N/A	✓
11	Community Resource Centre	in-kind hall hire			Full event report provided			
12	Boyup Brook Tourism Association	\$25,000	✓	✓	✓	✓	Profit and Loss statements	✓



Funding Agreement

Shire of Boyup Brook
and
«organisation»
for
«Purpose»
«Amount» ex GST



2020/21 Community Grant Funding Agreement

1. Purpose

Pursuant to this Grant Funding Agreement, The Shire of Boyup Brook agrees to provide «organisation» with a contribution toward the purpose of «Purpose» as outlined in your application.

2. Parties to the funding agreement

This Funding Agreement is between,

The Shire of Boyup Brook
and the
«organisation» (the organisation)

3. Allocation of resources

This Funding Agreement acknowledges that the Shire of Boyup Brook has provided sufficient funds towards this project in the 2020/2021 Annual Budget.

The organisation shall provide a tax invoice for «Amount» ex GST.

3.1 Goods & Services Tax (GST)

- 3.1.1 GST means a tax under the Commonwealth's A New Tax System (Goods & Services Tax) 1999.
- 3.1.2 Supply means a good or service or any other thing supplied by the organisation under this agreement.
- 3.1.3 The Shire of Boyup Brook will pay the funding amount, increased by the amount of the GST (if any) which under the Act, the organisation is required to pay on any supply made under this agreement.

4. Duration

This Agreement will remain in force until 30 June 2021.

Any change to the purpose of the funding or an extension to the acquittal, cannot proceed without approval of Council. The organisation will be required to make the request in writing to the CEO, this will then be presented to Council for approval by resolution.

If the organisation ceases to carry out the activities for which the fund was made ('the purpose') or if the Shire terminates the arrangement on account of a breach or breaches of these conditions, then:

- a) All unspent fund monies shall be repaid to the Shire of Boyup Brook, and
- b) Any assets acquired with the fund monies will be transferred to the Shire of Boyup Brook.



5. Funding agreement expectations

5.1 Responsibilities of the Shire of Boyup Brook

- 5.1.1 The Shire of Boyup Brook will fund the amount as per the Agreement.
- 5.1.2 The Shire of Boyup Brook will provide an acquittal form to be completed by the organisation.
- 5.1.3 The Shire of Boyup Brook will ensure timely payment of invoices.

5.2 Responsibilities of the organisation

- 5.2.1 The organisation is required to act and spend the funding provided in accordance with the Funding Agreement for the designated purpose only.
- 5.2.2 The organisation is required to:
 - a) complete the payment information
 - b) provide an invoice/tax invoice for payment by 16 September 2020.
 - c) sign the Funding Agreement and return a copy of this document to the Shire of Boyup Brook by 16 September 2020.
 - d) complete an acquittal form 60 days after the project completion or at the latest by the 30 June 2021.
- 5.2.3 Return any unspent funds at the end of the Funding Agreement to the Shire of Boyup Brook, unless prior written approval is granted by Council.
- 5.2.4 The organisation is required to acknowledge Shire support by:
 - a) inviting a Shire representative to the event and promoting the event on the Shire website event calendar (if appropriate); and displaying signage (supplied by Council if appropriate); and/or,
 - b) use the Shire-logo and promote the Shire's support in any advertising; promotion; public announcements; and, media publicity to the satisfaction of the Shire.
- 5.2.5 The organisation is required to observe Disability Access and Inclusion principles.
- 5.2.6 Any material used by the organisation for promotion of the project or event, are to be forwarded to the Shire via email for Shire promotional purposes.

5.3 Value Alignment

The Shire promotes an open and respectful communication process and requests that there is no public criticism of Council, Council employees or Council members.
If members of the organisation have an issue or a question:

- In the first instance, contact the Council Administration Office, either by telephone, email or letter. Council staff will be happy to assist you if you are unsure of the person you need to contact. Most matters can be resolved during this initial contact.



2020/21 Community Grant Funding Agreement

- If you are not satisfied by this contact, make an appointment to meet or write to the Chief Executive Officer. If you are not satisfied with the outcome, contact your Ward Councillor. Contact telephone numbers are listed on the Elected Members' page of the website.

The members of the organisation receiving a Community Grant are required to comply with all relevant Council policies, codes and resolutions. This includes compliance of the Personal Behaviour requirements of Members and staff in the Shire of Boyup Brook – Code of Conduct, see excerpt below. Visit the Shire website for the full document.

5.1 Personal Behaviour

(a) Members and staff will:

- (i) act, and be seen to act, properly and in accordance with the requirements of the law and the terms of this Code;
- (ii) perform their duties impartially and in the best interests of the Local Government uninfluenced by fear or favour;
- (iii) act in good faith (ie. honestly, for the proper purpose, and without exceeding their powers) in the interests of the Local Government and the community;
- (iv) make no allegations which are improper or derogatory (unless true and in public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
- (v) always act in accordance with their obligation of fidelity to the Local Government.

(b) Members will represent and promote the interests of the Shire of Boyup Brook, while recognising their special duty to their own constituents.

By signing this funding agreement, the organisation and its members agree to follow the customer comment process and act according to the personal behaviour guidelines above, aligned with the values of the Shire.

6. Schedule

Commencement Date	Executed as a Funding Agreement as per the signing page
Agreement Period	From date of signing, concluding on 30 June 2021
Agreement Contribution	«Amount»
Permitted Purpose	«Purpose»
Special Requirements	Specific conditions for the grant



2020/21 Community Grant Funding Agreement

7. Organisation to complete

7.1 Contact information

Organisation:

Contact:

Address:

Email:

Any changes to the contact information above are to be advised in writing.

7.2 Payment Account Information

In order for Council to generate payment, we are attaching the following invoice, documents or information:

- We have an ABN (Australian Business Number) and are registered for GST. We have attached a Tax Invoice quoting specific GST amounts, or
- We have an ABN (Australian Business Number) but we are NOT registered for GST. We have attached an invoice for the grant amount funded; or
- We do not have an ABN (Australian Business Number) and therefore are not registered for GST. We have a completed Statement by Supplier form.

https://www.ato.gov.au/uploadedFiles/Content/MEI/downloads/BUS38509n3346_5_2012.pdf

If you are an organisation, please provide a photocopy of blank deposit slip which details organisation name and bank details.

Account Name:	
Bank Name and Location:	
BSB:	
Account Number:	
Registered for GST Y/N:	

Privacy Statement: You are providing personal information which will be used for the purpose of delivering services and carrying out Council business. Your personal information is handled in accordance with the Information Privacy Act 2009 and will be accessed by whoever has been authorised to do so. Your information will not be given to any other person or agency unless you have given us permission, or the disclosure is required by law.

7.3 Agreement and Signing

Agreement to the Funding Agreement will be provided on the certificates attached separately signed by each party.



**2020/21 Community Grant
Funding Agreement**

Signing Page

The Shire of Boyup Brook and the «organisation» agree to abide by the terms of the 2020/21 Community Grant Funding Agreement.

EXECUTED by parties as a Funding Agreement

Date _____

SIGNED by Shire of Boyup Brook

Signature of the President

Name of the President

Signature of the CEO

Name of the CEO

Before me:

Signature witness

Name of witness

SIGNED by organisation

Date _____

Signature of President

Name of President

Signature of Treasurer

Name of Treasurer

Before me:

Signature of witness

Name of witness

Rylington Park Transitional Committee
Thursday 25 June 2020

Minutes

Meeting Opened 5pm

1. Present:
Cr R Walker – Shire President
Cr O’Connell
Mr Chris Smith (CEO)
Mr M Chambers
Mr P Reid
Mr R Turner
2. 14th May 2020 Rylington Park Transitional Committee (RPTC) Meeting minutes were tabled.
That the Minutes of RPTC Minutes be accepted as true and correct record
Moved Matt Chambers Seconded Peter Reid Carried
3. Agricultural Scholarships offered to school students.
In the agreement between the Shire and Rylington Park Management Committee Inc. (RPMCI) the following condition was included:
“The Shire to continue the funding of the Agricultural scholarships offered to Boyup Brook District High School Students.”
It is noted that the Agricultural Scholarships could be offered to any resident student of Boyup Brook, not just those attending Boyup Brook District High School.
4. Publicity Articles relating to the promotion of Rylington Park were discussed.
It was noted that it is Shire Policy that only the Shire President or his nominated delegate can publicly speak on behalf of the Shire in regards to Rylington Park.
5. Strategic Review – Draft Farm Scenario Summary, Ashley Herbert, Agrarian Management was tabled and discussed.
6. Changed of name for wool sales
Current displaying as ‘Shire of Boyup Brook – Rylington Park’. The committee requested Matt Chambers to change to ‘Rylington Park – Shire of Boyup Brook’.
7. Managers Report dated 4 June 2020 was tabled with general discussion. It was noted that the Managers have requested annual leave from 10 August to 4 September 2020.
8. Peter Reid spoke about the possible transition of the RPMCI into a grower group. This will present more opportunities for the RPMCI to apply for funding for trials, etc.

9. Matt Chambers put forward a request from the RPMCI that was approved as a motion at the RPMCI meeting held on 17 June 2020:

“That a request be made to the Shire to publish the 15 conditions in the Gazette to make the community aware of the whole process, including the amount of money transferred, an asset list and number of sheep transferred to the shire”.

10. Rylington Park Annual Field Day

The Rylington Park Annual Field Day is scheduled for Friday 25 September 2020. It was suggested that the proposed celebration to acknowledge the dedication of past Rylington Park committee members and others who have contributed to the Rylington Park facility be held on this date. The usual Field Trial Walks can be held in the morning, with the acknowledgment and recognition festivities being held in the afternoon. Helen to check this does not coincide with the AFGRI Field Day, as it did last year.

11. Next Meeting: **Thursday 30 July 2020 – 4pm** Shire Chambers

12. There being no further business the Shire President, Cr Walker thanked all for attending and declared the meeting closed at 6.25pm.

Rylington Park

Strategic Review

Draft Farm Scenario Summary

June 2020

Prepared by: Ashley Herbert
Agrarian Management



This is a draft summary of a report into investigating the commercial options for Rylington Park (RP). The aim of this report is to provide a simple summary of the typical scenarios that are applicable to Rylington Park and compare to current district performance and aspirational production expectations.

The purpose to provide a sense of scale in terms of financial capacity and physical output and to provide some insight in to the potential improvement in performance.

Production system

General considerations for the high rainfall region

1. Typically based on Crop + Sheep (or to a lesser extent cattle)
2. 25-60% of cleared area cropped depending on:
 - a. Prevailing economics
 - b. Motivation and expertise of the farmer
 - c. Soil types and topography of the property
3. A key synergy for the sheep enterprise is the summer/ autumn carrying capacity from the crop stubbles.
4. While the feed value of stubbles may not extend through summer the cropping paddocks are used to carry sheep when pastures have effectively been exhausted. Stubble provides cover and protection to the soil.
5. The ability to carry sheep through the autumn is the main rate limiting step to winter stocking rate.

Stocking rate and the margin per dse are the primary drives of sheep profitability.

Rylington Park

	Total	Cleared	Arable	Non-arable
Area (ha)	596	501	374	127
% Cleared area		100%	75%	25%

Table 1: Summary of farm area

	Average	Median or P50
Annual rain fall 30 year average (mm)	582	580
Growing Season Rain (mm)	454	469

Table 2: Long term annual rainfall summary Source: BOM

Scenario comparison

Three scenarios are compared for Rylington Park based on results from a benchmarking study involving RP and past actual production of Rylington Park.

1. District standard
2. Rylington Park
3. Aspirational

The results are presented as an enterprise margin after an allocation for depreciation. Overhead costs including labour and fixed costs such as finance, capital improvements and tax are not included.

This is by no means a detailed financial evaluation. It provides an indicative comparison of the farm enterprise based on differences in production.

	District Average	Rylington Park	Aspirational
Cleared	501	501	501
Crop area	175	175	175
% cleared area	35%	35%	35%
Pasture (ha)	326	326	326
Stocking rate (dse/wgh)	12.2	14.7	14.5
Total dse's	3,973	4,787	4,722
Margin/dse	\$45	\$45	\$45
Margin/ha	\$427	\$647	\$638
Barley (t/ha)	3.9	3.9	5.0
Canola (t/ha)	1.7	2.0	2.2
Oats (t/ha)	3.5	3.8	4.7
Crop margin/ha	\$368	\$374	\$474
Farm enterprise margin after depreciation	\$229,486	\$267,441	\$300,698

Table 3: Scenario comparison

The crop area is based on the results of the benchmarking study. The group average was 35% cleared cropped and Rylington Park has averaged around 34% of cleared area cropped in recent years.

The sheep margin of \$45/dse is less than the recent past but more likely to be in the ball park of the immediate future.

Points to note:

1. Sheep margin is significantly higher than the crop margin in all three scenarios
2. RP compares particularly well in the sheep enterprise.
3. Cropping production is clearly a weakness.

Stocking rate assessment

The stocking rate of 15dse/ha is significantly higher than the district average.

The table below provides a comparison of the performance data that can be used as indicators of the appropriateness of the stocking rate.

Main points:

1. Lambing rate is equal to group average which indicates the ewes are being managed equally well.
2. Wool production per dse is higher in both years which indicates pasture production is in line with demand. A low figure is a flag for over stocking.
3. Feed cost is higher but the margin per dse is equal to the group average in both seasons which translates into a significantly higher margin per ha.
4. All these points indicate that the stocking rate of 15dse/ha is appropriate and is within the capacity of the pasture system.

	2017		2018	
	Group Average	Rylington Park	Group Average	Rylington Park
Stocking rate	11.6	15.2	12.4	14.5
Lambing %	97%	96%	96%	96%
SR/100 mm GSR	2.5	3.9	2.5	2.9
kg wool/dse	3.08	4.12	3.48	3.9
Feed cost/ dse	\$14	\$16	\$15	\$20
Margin/dse	\$62	\$60	\$53	\$57
Margin/ha	\$676	\$857	\$640	\$906

Table 4: Benchmark figures from Agpro Management

Potential for cropping

1. A conservative approach to long term cropping is to set the annual crop to 50% of the arable area.
2. A realistic and achievable upper limit to a long term crop programme is 80% of arable area.
 - a. This provides the capacity for some rotation with pasture for weed control.

- b. Is relatively intense requiring a high level of management for long term sustained success.
- 3. On this basis Rylington has the potential for a crop programme of 188 – 300ha per year.
- 4. However, with the current fencing there is a significant range in the arability of individual paddocks (which is quite typical).
- 5. When a paddock is cropped the unseeded cleared (& grazable) portion is referred to as wastage.
- 6. There is 247ha of cleared land that is greater than 90% arable.

Paddocks Arable range	Cleared area	Area (ha)		% Cleared area
		Arable	Wastage	
90-100%	247	236	11	4.4%
85-90%	76	66	10	13%

Table 5: Proportion of arable land

Area available for cropping is 236 ha. Cropping 50% YIYO would be 118 ha and 80% YIYO 190ha.

Production Potentials

Grain

Water limited potential yields are estimated using the French & Schultz equation.

Yield = Growing season rain (GSR) – evaporation & runoff losses x Water use efficiency

The theoretical potential WUE for cereals is 20kg/mm but a common industry target is 15kg/mm with 12kg/mm viewed as being readily achievable.

This puts achievable barley yield potential targets for Rylington Park at 4.5 – 5.7t/ha.

GSR	Water Use Efficiency (kg/mm)		
	12	15	20
488	4.5	5.7	7.6

Table 6: Cereal yield potential for Rylington Park

Sheep

There are two methods of estimating potential stocking

- 1. French & Schultz

Potential SR = (Annual rainfall -250mm) x 1.5 /25mm.

This often gives a fantastically high potential stocking rate which is mostly seen as unattainable. However, 75% of the estimate is seen as an achievable target and verified in benchmarking exercises.

2. Per 100mm GSR.

Similarly, from benchmarking farmers readily achieve a stocking across rainfall zones of 2.5 dse per 100mm of GSR.

Top producers achieve 3.0 dse per 100mm GSR.

The estimates of potential stocking rate for Rylington Park with both methods Table XX the range is 12 -14.85 dse/ winter grazed ha (WGH).

Benchmarking evaluations for the 2017 & 2018 seasons estimated the achieved SR to be 3.0dse per 100mm GSR.

	Median (mm)	F & S	75% F&S	dse/ 100mm GSR	
				2.5	3.0
Annual rainfall	580	19.8	14.85		
Growing season	488			12.2	14.64

Table 7: Estimation of stocking rate potential (dse/wgh)

Sheep Enterprise Scenarios

In my experience over the long term there is little discernible difference between flock structures in profitability. From time to time market gyrations will make one more profitable than another. But over the longer differences in profitability are driven by management rather than market fundamentals.

Currently however, it's reasonable to assume sheep enterprises with a meat focus will be demonstrably more profitable than those more exposed to wool. Whether this is a long term or short term situation remains to be seen.

The choice of flock structure is a function of a number of considerations:

1. Personal preference and expertise
2. Attitude to seasonal risk and ability to manage variability
3. Summer carrying capacity and susceptibility of soils to erosion.
4. Prevailing market conditions

The table below illustrates some fundamental differences between four common flock structures:

1. Merino flock selling wethers off shears as hoggets (12 -18 mths)
2. Merino flock selling wethers as store lambs
3. Merino flock with 30% ewes joined to XB
4. Merino ewes 100% joined to XB replacements purchased annually.

	1	2	3	4
	Sell wethers as hoggets	Sell wethers as stores	30% Ewes to XB Store lambs	100% Ewes to XB Store lambs
Total Flock (hd)	3,807	3,576	3,532	3,159
Winter dse's	4,810	4,810	4,810	4,810
Joined Ewes (hd)	1,976	2,431	2,734	3,159
Dry sheep (hd)	1,846	1,145	797	47
Births (hd)	1,877	2,310	2,598	3,316
Total sales (hd)	1,657	2,083	2,648	3,757
Summer SR (hd/ha)	7.6	7.1	7.04	6.3
Lambs over summer	1,802	1,109	756	0

Table 8: Flock structure summary

Key features that have management implications:

- Flock 1
 - Provides greatest flexibility as it has least lambing ewes, highest number of dry sheep (potential sales in poor seasons)
 - Highest number of lambs in summer and highest number of sheep in total over summer.
 - Diversified income from wool and stock sales.

- Flock 2
 - Simple system with low number of lambs carried though summer.
 - Lower summer stocking rate
 - Diversified income stream
 - Moderately high summer stocking rate

- Flock 3
 - Increased number of lambing ewes
 - Low number of lambs carried though summer
 - Lower summer stock rate.
 - More emphasis on livestock sales

- Flock 4
 - Highest number of lambing ewes
 - 100% adult flock
 - Lowest summer stocking rate (assuming lambs sold early in summer)
 - Few options to manage a poor season.
 - Highly dependent on livestock sales for income.
 - Purchased replacements presents a continual biosecurity risk.

Rylington Park report 4 June 2020

Sheep:

- Feeding grain and hay - giving salt lick also
- Confinement feeding finished as ewes were put into their lambing paddocks
- All ewes were given capsules
- Bought 25 ton barley
- Sold 24 bales wool for \$39 995
- All ewes are lambing
- XB lambs will be marked on 17 July and the merino lambs on 6 & 7 August.
- Will not mules any lambs this year.
- Ewe hoggets will come out of confinement and capsuled this week.

Events:

- Had improver shearing school from 16-18 June - 20 students attended and 5 trainers. Shorn 1200 of Richard Forbes' wethers.
- Had email from AWI confirming that we will only have 6 shearing schools in the next financial year due to lower wool price and decreased wool levy. We will decide when to have the schools and which sheep will be shorn by a contractor. The shearing schools will start in October.
- Had RPMCI AGM and general meeting.
- Propose to have field day on 25 September. One suggestion as a topic for the day is confinement feeding.
- Ladies day will be on Friday, 12 March, next year. Busy organising speakers.
- Fox shoot will be the weekend of 12-14 February 2021.

Cropping:

- All cropping and reseeded pasture paddocks were rolled.
- Urea/MOP were spread on all cereals and reseeded pastures.
- Had an agronomist visit and changed the urea on the pastures to urea/MOP to utilise the good season and advanced clover growth.
- For all crop spraying requirements we follow the crop plan.

Trials:

- Summit Fertilizer - seeding done. Chloe Turner from Summit will install some fuel gauges (strips of unlimited N,P and K) to see if crop is reaching its potential.
- Boyup Brook Farm Supplies pasture trial - seeded and fenced
- Ag Dept oat NVT - seeding done
- Southern Dirt summer weed survey

General:

- Received fencing material from Clip-Ex. Will get gates and strainer assemblies to start fencing in the next week.
- Had house septic tank and camp kitchen's grease trap cleaned out.
- Did Covid-19 assessment and health officer training for the shearing school.
- Temporarily connected fresh water to the ablution blocks prior to the school. After installation of the new water tank, the ablutions will permanently be on fresh water once the tank has enough water.

- Plumber fixed gas leak at kitchen and replaced filters in hot water system at men's ablutions.
- Dave Rear "tested and tagged" all electrical appliances in the office, the camp kitchen and the shearing shed prior to the shearing school.
- Fixed boom spray after one arm bent.
- Replaced motor on pencil auger.
- Have Hastie Waste bin on farm now.
- Received financial statements for the year ending 29 February for RPMCI.
- Top Marks IT fixed computer/printer problem remotely.
- Changed budget for Rylington to fit in with shire's financial year. A list of the big items to discuss are:
 - Roof and gutters on house (water tank has been approved and will be installed at the start of the new financial year).
 - Sheep handler - Non-mulesed sheep will require more frequent dagging for which the sheep handler is ideal. Easier work load for all sheep operations (drenching, vaccinating, capsuling, etc.) and sets us up for weighing, drafting, reading ear tags, etc. This will be promoted in the community to demonstrate the advantaged of the use of technology.
 - Chemical shed
 - 5-in-1 bin: After \$3 100 was spent on the fertilizer floor auger and fertilizer top discharge auger, the fertilizer discharge auger still blocks up. We can still replace the bottom discharge auger and hopefully this will fix the problem. After a safety audit, it was also mentioned that we need guards on belts and drive shafts. The bin is worth between \$4000 and \$5000. I suggest we look for a second hand bin in good working order that complies with all safety standards before we make a decision to get this one up to standard. Guards and bottom auger for existing bin hasn't been priced yet.
 - Pencil auger - we only have one pencil auger that can be moved safely and we need two. A 6m pencil auger with motor will cost \$4 223.
 - Aircons in the 8 rooms at the camp - as per RPMCI discussion earlier this year.
 - Reefinator work for paddock 6 next year.
 - Add another \$20 000 for more fencing.
 - Flexi N tank - CSBP has offered to reimburse \$1 500-00 of the \$4 000-00 total cost of a Flexi-N tank. This allows us to put nitrogen out with our boom spray & save spreading costs. Nitrogen can be applied with some chemicals, saving an operation.
- Deas holiday will be from 10 August to 4 September.
- Had 86mm of rain for June.



MINUTES

ANNUAL GENERAL MEETING OF THE BUSH FIRE ADVISORY COMMITTEE MEETING TO BE HELD IN THE TOWN HALL, ABEL STREET BOYUP BROOK ON TUESDAY 23 June 2020 AT 7.00pm

1 RECORD OF ATTENDANCE

Cr Richard Walker - Shire President
Chris Smith - CEO
Daly Winter - Community Emergency and Regulation Manager
John Ritson
Ron Bingham
Wayne Girando
Tristan Mead
David Inglis
Brad Fairbrass
Michael Giles
David Fortune
Ross Parker
Marcus Gifford
Michael Hester
Charles Caldwell
Brad Skraha
Ronald Tuckett
Colin Connop
Jamie Forbes
Ben Creek
Chris Sousa
Glenn Mead
Darren Chapman

Apologies

Chris Coole
Paul Goerling
Dave Muir
Wayde Robertson
Nick Bagshaw
Hayden Bock
Brooks Evans
Brian Cailles
Rob Inrovigne

2. ELECTION OF PRESIDING MEMBER

5.12. *Presiding members and deputies, election of*

- (1) *The members of a committee are to elect a presiding member from amongst themselves in accordance with Schedule 2.3, Division 1 as if the references in that Schedule —*
 - (a) *to “office” were references to “office of presiding member”; and*
 - (b) *to “council” were references to “committee”; and*
 - (c) *to “councillors” were references to “committee members”.*
- (2) *The members of a committee may elect a deputy presiding member from amongst themselves but any such election is to be in accordance with Schedule 2.3, Division 2 as if the references in that Schedule —*
 - (a) *to “office” were references to “office of deputy presiding member”; and*
 - (b) *to “council” were references to “committee”; and*
 - (c) *to “councillors” were references to “committee members”; and*
 - (d) *to “mayor or president” were references to “presiding member”.*

2.1 ELECTION OF PRESIDING MEMBER

The Committee called for nominations

Cr Richard Walker nominated.

MOVED: Michael Giles

SECONDED: Tristan Mead

No further nominations received for Presiding Member.

Cr Walker was declared elected Presiding Member

2.2 ELECTION OF DEPUTY PRESIDING MEMBER

The Committee calls for nominations

Cr Helen O’Connell nominated.

MOVED: Michael Giles

SECONDED: Ron Bingham

No further nominations received for Presiding Member.

Cr Helen O’Connell was declared elected Deputy Presiding Member

3 ELECTION OF OFFICERS/MEMBERS

Chief Fire Control Officer

Tristan Mead nominated.

MOVED: Ron Bingham

SECONDED: David Inglis

No further nominations received for Chief Fire Control Officer.

Tristan Mead was declared elected Chief Fire Control Officer

1st Deputy Chief Fire Control Officer

Ben Thompson nominated.

MOVED: Tristan Mead

SECONDED: Ron Bingham

No further nominations received for 1st Deputy Chief Fire Control Officer.

Ben Thompson was declared elected 1st Deputy Chief Fire Control

2nd Deputy Chief Fire Control Officer

Ron Bingham nominated.

MOVED: Brad Fairbrass

SECONDED: Tristan Mead

No further nominations received for 2nd Deputy Chief Fire Control Officer.

Ron Bingham was declared elected 2nd Deputy Chief Fire Control

Communications Officer

David Fortune nominated.

MOVED: David Inglis

SECONDED: Ben Creek

No further nominations received for Communications Officer.

David Fortune was declared elected as Communications Officer

Fire Weather Officer

Brad Fairbrass nominated.

MOVED: Tristan Mead

SECONDED: David Fortune

No further nominations received for Fire Weather Officer.

Brad Fairbrass was declared elected as Fire Weather Officer

Deputy Fire Weather Officer

James Johnston nominated.

MOVED: Tristan Mead

SECONDED: Ron Bingham

No further nominations received for Deputy Fire Weather Officer.

James Johnston was declared elected as Deputy Fire Weather Officer

Training Officer

No nominations received.

Position vacant.

Two delegates from each Brigade

David Inglis and Darren Guazzelli were declared elected as delegates from the *Benjinup Brigade*.

Brooks Evans and Anthony Hallett were declared elected as delegates from the *Chowerup Brigade*.

Tristan Mead and Wayne Girando were declared elected as delegates from the *Dinninup Brigade*.

John Ritson and James Johnston were declared elected as delegates from the *East Boyup Brook Brigade*.

Paul Goerling and Michael Giles were declared elected as delegates from the *Gibbs Brigade*.

Brad Skraha and Nick Bagshaw were declared elected as delegates from the *Kenninup Brigade*.

Brad Fairbrass and Hayden Bock were declared elected as delegates from the *Kulikup Brigade*.

Ben Creek and Chris Coole were declared elected as delegates from the *Mayanup Brigade*.

David Fortune and Laurie Shine were declared elected as delegates from the *McAlinden Brigade*.

Darren Chapman and Jamie Forbes were declared elected as delegates from the *Mickalarup/Dwalganup Brigade*.

Marcus Gifford and Rob Introvigne were declared elected as delegates from the *Nollajup Brigade*.

Charles Caldwell and Wayde Robertson were declared elected as delegates from the *Scotts Brook Brigade*.

Ronald Tuckett and David Turner were declared elected as delegates from the *Tonebridge Brigade*.

Collin Connop and David Muir were declared elected as delegates from the *Tweed Brigade*.

Brian Cailles and Ross Parker were declared elected as delegates from the *West Boyup Brigade*.

Gyula Bogar was declared the elected delegate from the *DFES Town Brigade*.

4 PRESENTATIONS

4.1 Chris Sousa – DFES Area Officer

The Presiding member introduced Chris Sousa, the new DFES Area Officer. Chris has been appointed to the role and has replaced Steve Ward who has been promoted into a new role within DFES Lower South West Office. Chris spoke about his work in his previous role as Community Emergency Services Manager for the Shire of Bridgetown Greenbushes (14 years). Chris will be responsible for the DFES Town Brigades in Boyup Brook, Bridgetown and Nannup. He will also assist with training needs for each of those Shires. Chris offered his support for any training that our BF Brigades required.

5 CONFIRMATION OF MINUTES

5.1 Bush Fire Advisory AGM – 28 May 2019

MOVED: David Inglis

SECONDED: Ron Bingham

That the minutes of the Bush Fire Advisory AGM held on the 28 May 2019 be confirmed as an accurate record.

6 BUSINESS ARISING

**6.1 2020 -21 Mitigation Activity Funding Planning
Brigades submitted their list of Mitigation priorities to the Shire:**

Most of the treatments submitted were not on land vested with the Shire and therefore were ineligible for consideration under the MAF guidelines. Of the 33 areas listed only 6 areas were eligible.

7 REPORTS

7.1 Chief Bush Fire Control Officer 2019/2020 Report

Tristan mead reported on the overall fire season.

- Willetts – Header Fire
- Connop Fire
- Martin Fire – Header
- Reid Fire – Haystack, started from a controlled burn.
- Fullers? Fire - ?
- Donnybrook Road – Couple of suspicious fires suspect marron fishing?

Tristan thanks the Fire Weather Offers for a fine job this year and he also thanked the other X-Ray team members for their support.

7.2 Training Officer Report:

No Report

7.3 Other Reports:

Nil.

7.4 Brigade autumn 2019 AGM Minutes as tabled by the Chief Bush Fire Control Officer

7.4.1 Brigade Meeting Minutes

MOTION

MOVED: David Inglis

SECONDED: Charles Caldwell

That the AGM Minutes of the Scotts Brook, Chowerup, East Brigade, Gibbs and Kulikup Brigades be received.

8 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

8.1 Nil

9 GENERAL BUSINESS

9.1 Appoint K Hales as dual fire control officer

MOTION

MOVED: Ron Bingham

SECONDED: David Inglis

That the request from the Shire of West Arthur to appoint Kim Hales as a dual fire control officers in the Shire of Boyup Brook is supported by the BFAC representatives present.

9.2 Discussion - Relocation McAlinden 2.4 Truck to the Benjinup (Wilga Townsite)

The McAlinden 2.4 is due to be replaced in 2021 with a new 4.4 Rural Appliance. The Shire seeks input from local brigades to consider relocating the new appliance to Benjinup Brigade (Wilga Townsite) instead of housing it at its current location in McAlinden. The unit is currently housed on private property (D & E Fortune).

There has been some discussion that residents at Wilga could be better positioned to crew the unit rather than rely on the few permanent local McAlinden volunteers. If the new unit is relocated to Wilga it will need to be housed somewhere, where it can be protected and secured. General discussion between delegated, X ray team members and Executive Officer ensued.

David Inglis, Benjinup Brigade FCO did not consider we would be better off by relocating the McAlinden unit to the Wilga area. He said similar volunteer issues would still occur if located in Wilga townsite.

MOTION

MOVED: Michael Giles

SECONDED: David Inglis

That the Boyup Brook Bush Fire Advisory Committee recommend to Council that the new McAlinden fire appliance be housed at the discretion of the Chief Bush Fire Control Officer and the housing location of all ESL Fire appliances units be reviewed annually.

9.3 Accredited First Aid Training (HLTAID003 – Provide First Aid)

The Shire will arrange for a couple of First Aid Training courses for registered brigade volunteers for later this year or early next year. These courses will be free to our active volunteers. With the recent role out of Automated External Defibrillators (AED's) for our ESL funded fire appliances it is important that we have volunteers that are trained to use these Defibrillators in case of an emergency.

The Shire will proceed with this planned training.

9.4 DFES Warnings

Discussion regarding warnings issued by DFES.

Tristan Mead expressed concerns that he received multiple calls regarding a Fire SMS Message sent out on 23rd of May by the Shire. In future SMS fire related messages will be reviewed and issued by the Chief Bush Fire Control Officer.

9.5 Kloppers Fire Appliance

Discussion regarding use of this appliance at big fire events.

Various brigade representatives have witnessed the high operational capability of this new appliance located in the Kojonup District. Impressed with the water cannon setup and the elevated height capability of the cannon.

9.6 Funding of slip on units

Discussion regarding funding of slip on units.

Daly Winter advised that under the current Emergency Services Levy – Local Government Grants Scheme guidelines funding for slip on units is not available.

MOTION

MOVED: Michael Giles

SECONDED: Ron Bingham

That the Boyup Brook Bush Fire Advisory Committee recommend to Council that a formal request be made from the Shire of Boyup Brook to the Department of Fire and Emergency Services for the Emergency Services Levy to fund Slip on Units for all Local Government Shires.

MOTION

MOVED: Brad Skraha

SECONDED: Ben Creek

That the Boyup Brook Bush Fire Advisory Committee recommend to Council that the Shire of Boyup Brook seek support letters from other Shires regarding the Emergency Services Levy funding for Slip on Units for Brigades.

9.7 Vehicle license fees.

Voluntary Emergency Services Response Vehicle Concession Application – Available from Government of Western Australia Department of Transport Driver and Vehicle Services.

This Concession can be applied to a range of vehicle types. E.G. Fire Engine, Fire Tender, Fire Trailer, Utility, Tractor Plant etc.

Eligibility – Owner of vehicles used exclusively as an eligible emergency response vehicle and operated solely by volunteers.

9.8 Fueling Fire Appliances

General discussion regarding the refuelling of Shire Appliances after hours and/or on weekends.

BFAC Executive Officer Daly Winter will investigate available options to meet the needs to refuel the West Brigade unit.

9.9 Discuss Burn Management with DBCA

Mickalarup Brigade (Darren Chapmen) – Extract from email received by the Shire.
“The biggest concern in our brigade is DPAW’s burning management. A lot of patches of bush are getting very dirty, we have some >30years. DPAW only seem to be doing a patch every second year or so and with the amount of bush blocks around here they will go over 20 years which will prove very dangerous. I have contacted DPAW on numerous occasions and they hear me out and say yes, we will get onto this but no burning or contact gets followed up. Mickalarup Brigade would like this followed up by the shire or x-ray team with DPAW.”

Darren Chapman outlined his dealing with DBCA in relation to discussions about burning various reserves in Boyup Brook. Although DBCA indicated follow up action would be taken, to date nothing has eventuated.

ACTION

The Shire will correspond with DBCA to outline concerns surrounding these parcels of land and to get an official response from them into anticipated action plans or possible timeframes or a burn schedule regarding these reserves.

9.9.1 Boyup Brook BFAC Chairperson Cr Richard Walker outlined an alternatives to prescribed burning to reduce fuel loads in forests. Speaking from personal experience Richard described how some mechanical works can be undertaken to reduce forest fuel levels and improve the actual forest health. This can be achieved in a sustainable and cost-effective means with full commercial utilisation of the resource removed. Additional benefits are minimising release of smoke and carbon into the atmosphere.

10 CLOSURE

There being no further business the Presiding Member declared the meeting closed at 9:06 pm.