



**ORDINARY COUNCIL MEETING**

**PUBLIC**

**MINUTES**

**16 April 2019**

These minutes were confirmed by Council as a true and correct record of proceedings by the Ordinary Council Meeting held on 16/04/2019

Presiding Member:  Date: 20/07/2019

**Disclaimer**

The purpose of this Council Meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a Member or Officer, or on the content of any discussion occurring, during the course of the meeting.

Persons should be aware that the provisions of the Local Government Act 1995 (Section 5.25(e)) establish procedures for revocation or revision of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Shire of Brookton expressly disclaims liability for any loss or damage suffered by any person as a result or relying on or acting on the basis of any resolution of Council, or any advice or information provided by a Member or Officer, or the content of any discussion occurring, during the course of the Council Meeting.

**Shire of Brookton**  
**Ordinary Meeting of Council held 16 April 2019**  
**Commenced at 5.00 pm**

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**1.04.19 USE OF COMMON SEAL**

The Table below details the Use of Common Seal under delegated authority for the month of March 2019.

Shire of Brookton, Use of Common Seal Register.

File Ref:	Purpose	Date Granted
Nil		

**2.04.19 DELEGATED AUTHORITY – ACTIONS PERFORMED – MARCH 2019**

The Table below details the actions of Council performed under delegated authority for the month March 2019.

Shire of Brookton, Delegation Register, 1.46 Building Matters – Permits, Certificates & Orders

BUILDING			
Application No.	Lot & Street	Type of Building Work	Date Granted
20.18-19	Lot 27 Koornong Dr Brookton	Shed	12/3/2019
21.18-19	47 McCabe Rd Brookton	Patio	13/3/2019
22.18-19	Lot 266 Brookton Highway, Brookton	Demolition – two sheds	25/3/2019

Shire of Brookton, Delegation Register, 1.41 Specific Provisions under the Town Planning Scheme No. 3

PLANNING				
File Ref	Application Ref	Subject Land (incl. Scheme No.)	Purpose	Date Granted
Nil				

**3.04.19 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The Presiding Member opened the meeting at 5.00pm and welcomed Councillors and Staff.

**4.04.19 RECORD OF ATTENDANCE/APPOLOGIES/APPROVED LEAVE OF ABSENCE**Elected Members (Voting)

Cr KL Crute (Shire President)  
 Cr NC Walker (Deputy Shire President)  
 Cr KH Mills  
 Cr RT Fancote  
 Cr LR Eyre

Staff (Non-Voting)

Ian D’Arcy Chief Executive Officer  
 Vicki Morris Deputy Chief Executive Officer  
 Steve Thomson Manager of Infrastructure and Regulatory Services  
 Courtney Fulwood Executive Officer

Apologies

CR CE Hartl

**5.04.19 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**6.04.19 PUBLIC QUESTION TIME**

Nil

**7.04.19 APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**8.04.19 PETITIONS/DEPUTATIONS/PRESENTATIONS**

Nil

**9.04.19 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS****OCM 04.18-01****COUNCIL RESOLUTION****MOVED CR EYRE SECONDED CR FANCOTE**

The Council agreed at the request of the Shire President to consider following items 9.04.19.01 and 9.04.19.02 on en-bloc.

**9.04.19.01 ORDINARY MEETING OF COUNCIL – 21 MARCH 2019**

*That the minutes of the Ordinary meeting of Council held in the Shire of Brookton Council Chambers, on 21<sup>st</sup> March 2019, be confirmed as a true and correct record of the proceedings.*

**9.04.19.02 BUSHFIRE ADVISORY COMMITTEE ANNUAL GENERAL MEETING – 4 APRIL 2019**

*That the minutes of the Bush Fire Advisory Committee Annual General meeting held in the Shire of Brookton Council Chambers, on 4<sup>th</sup> April 2019, be received by Council.*

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**10.04.19 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

The Shire President expressed her condolences to the Watts family of the passing of Nobby Watts, a long term former employee of the Shire of Brookton and member of the Brookton Community.

**11.04.19 DISCLOSURE OF INTERESTS**

***Members and Officers to declare Financial, Proximity or Impartiality Interests & submit forms to the Chief Executive Officer at the commencement of the meeting and also prior to the item.***

**Disclosure of Financial & Proximity Interests**

- a. Members must disclose the nature of their interest in matters to be considered at the meeting. (Sections 5.60B and 5.65 of the *Local Government Act 1995*).
- b. Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting. (Sections 5.70 and 5.71 of the *Local Government Act 1995*).

**Disclosure of Interest Affecting Impartiality**

- a. Members and staff must disclose their interest in matters to be considered at the meeting in respect of which the member or employee has given or will give advice.

**Financial, Proximity and Impartiality Interests**

Item no.	Members/Officers	Type of Interest	Nature of Interest
12.04.19.02	Cr Crute	Financial	Employed by the Brookton Country Club
12.04.19.02	Cr Walker	Impartial	Committee member of the Brookton Country Club.

## 12.04.19 TECHNICAL & DEVELOPMENT SERVICES REPORTS

### 12.04.19.01 PROPOSED OFFROAD MOTOCROSS EVENT – BROOKTON OVAL

<b>File No:</b>	ADM 0622
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	Lot 510 (Reserve 43158 ) Brookton Highway - Brookton Town Oval
<b>Name of Applicant:</b>	Decima Johns, Dirt High Promotions
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Kelly D’Arcy – Corporate Business Officer
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	The authorising officer and author of this report has no interest in this item
<b>Voting Requirements:</b>	Officer Recommendation 1 - Simple Majority Officer Recommendation 2 - Absolute Majority
<b>Previous Report:</b>	19/04/2018

#### Summary of Item:

An application has been received to conduct an off-road motorcycle event at the Brookton Oval (Reserve 43158/Lot 510 Brookton Highway), and adjoining private farmlands.

Although planning approval is no longer required for this type of public event (refer to Statutory Section below), Council as the management authority for the Brookton Oval Reserve is required to consent to respective use of the land, and may set any conditions it deems reasonable in ensuring the event is conducted in a professional and safe manner.

#### Description of Proposal:

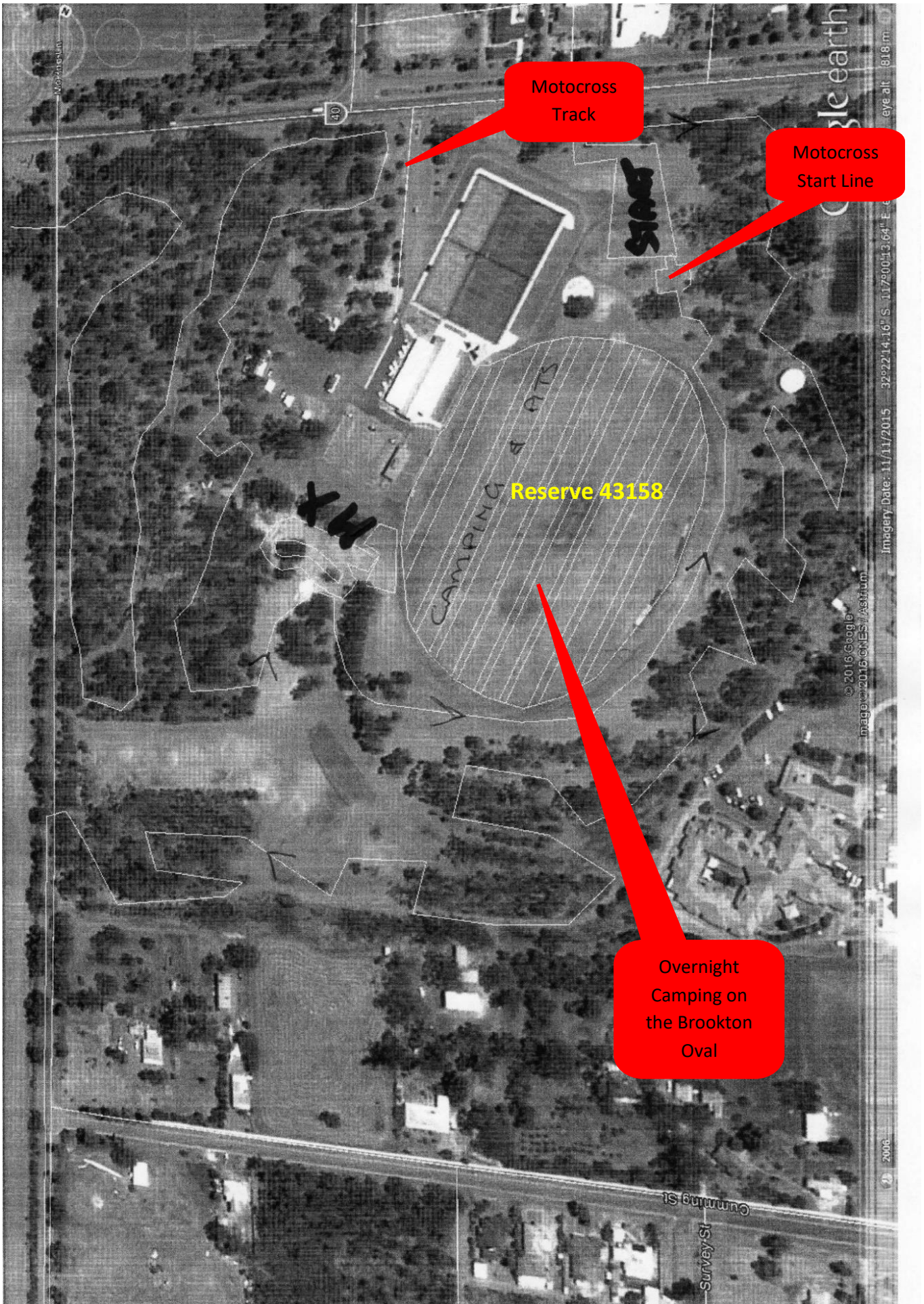
This proposal constitutes the fourth ‘Pony Express Motocross Event’ in Brookton, with the requested dates for the event being Saturday 3rd and Sunday 4th August 2019 on the Brookton Oval Reserve and adjoining farmland. The application states the event will be run under permit from Motorcycling Australia and conducted in accordance with the Australian Rules of Competition that carries a Public Liability Cover of \$50,000,000.

As with previous years the motocross racing will include juniors and adults, and be conducted during the day and early evening. Other activities proposed include:

- over-night camping on the oval for approximately 200 people on the Saturday night, with use of the WB Eva Pavilion facilities;
- a one man band playing in the evening;
- use of the pavilion canteen to serve food.

Figures 1 and 2 below provides an understanding of the track layout and overnight camping.





**Figure 1** – Aerial Photo of Brookton Oval Reserve 43158 with track layout and oval camping





**Figure 2 – Aerial Photo of Complete Track Layout**

**Background:**

As the Council will recall this event was conducted in 2016, 2017 and 2018 with this proposal mimicking previous years ‘Pony Express Motorcycle Event’ as conducted. Given its success in the previous years, it is again intended to hold this event for a fourth time the application consisting of a copy of the Emergency and Risk Management Plan, Application letter and track area map attached for reference and labelled **Attachment 12.04.19.01A**, **12.04.19.01B** and **12.04.19.01C** respectively.

All previous events have professionally and successfully being conducted without incident for the Shire nor complaint from the local community.

**Consultation:**

At the time of writing this report there has not been public consultation.

Importantly, should Council support the application, the event organisers have stated they will publicise the event and notify the surrounding residents at least 7 days out from the event weekend of the pending activities.

This has previously included permanent residents at the Brookton Caravan Park, as well as the Baptistcare Management at Kalkarni, the Brookton Senior Citizens Homes, and individual residents along Brookton Highway and Whittington Street.

**Statutory Environment:**

The Brookton Oval Reserve 43158 is Crown Land vested in the Shire for the primary purpose of recreational pursuits and activities under the *Land Administration Act, 1997*. Specifically, Section 46(7) of this legislation, together with the assigned Management Order for the Reserve, empowers the Council to determine the type of activities and set conditions. It is for this reason the event application is

presented to Council for consideration.

As for the Planning and Development (Local Planning Schemes) Regulations 2015, Schedule 2, Part 7, cl. 61 (2) (d) stipulates that events of less than 48 hours no longer require planning approval.

In regards to reducing the camping fees (see Financial Implications Section below) the Council may consider a concession pursuant to Section 6.2(b) of the Local Government Act, 1995 that affords Council the ability to waive or reduce payments as outlined below:

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

- (1) *Subject to subsection (2) and any other written law, a local government may —*
- (a) *when adopting the annual budget, grant\* a discount or other incentive for the early payment of any amount of money; or*
  - (b) *waive or grant concessions in relation to any amount of money; or*
  - (c) *write off any amount of money,*
- which is owed to the local government.*

*\* Absolute majority required.*

**Relevant Plans and Policy:**

There is no specific Plan or Policy that applies to this matter.

**Financial Implications:**

In order to camp on the oval it is recommended that Council allow for use of the showers and ablution facilities at both the Caravan Park and Pavilion, with the cost of \$5.00 per head being imposed on the estimated 200 over-night campers for the Saturday night. This equates to an up-front charge/payment of \$1,000 from the event organiser for camping.

Presently the charge for an un-powered site at the caravan Park is \$25.00 per night, which generally equates to \$12.50 per person. This largely represents a significant discount, which can be entertained by Council under the legislation, but importantly the minimum charge will still cover the Shire's costs (ie cleaning, utility charges, addition rubbish bins, officer time).

**Risk Assessment:**

The applicant has submitted an Emergency and Risk Management Plan (ERMP) for the event addressing possible identified risks and proposed mitigation measures. These include, amongst others:

- Emergency Evacuation;
- Fire Management;
- First Aid and Ambulance Services;
- Toilet Facilities, etc.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the Pony Express Motocross Event aligns to:



Action 23.1 – Perform Venue and Facility Bookings

**Comment**

As mentioned, given the temporary nature of the proposed activity and the previous events held at this location the last three years, there has not been any significant complaint. On this basis it is reasonable to suggest the community is accepting of this staged event that has not presented any lasting disturbance to the character or amenity of the area.

Furthermore, it has been demonstrated over the past 3 years that the event is organised and conducted in a professional manner with minimal risk exposure to Shire and community.

Therefore, with this acknowledged it is recommended Council consent to the use of the Brookton Oval Reserve, including the use for overnight camping, subject to the same conditions be imposed for the previous events and liaison with the Brookton - Pingelly Football Club and Brookton Hockey and Netball Clubs to avoid any conflict with training and/or games.

**OFFICER'S RECOMMENDATION 1**

*That Council pursuant to Section 46(7) of the Land Administration Act, 1997 grant consent to Dirt High Promotions to use of the Brookton Oval Reserve 43158 (Lot 510 Brookton Highway) for the 'Pony Express Motorcycle Event' to be conducted on Saturday 3 and Sunday 4 August 2019, inclusive of overnight camping on the Brookton Oval for the Saturday night, subject to the following requirements being met:*

1. *Letter being submitted 2 weeks prior to the event indemnifying the Shire of Brookton against all liability and any claim arising from the event;*
2. *The warm up, practice and completion times to occur between the following hours:*

*Saturday 3 August 2018 – 8.00 am to 7.00 pm*

*Sunday 4 August 2018 – 8.00 am to 5.00 pm*

3. *Proof of the written notification of the event to adjoining and nearby residents, including those residents at the Caravan Park, Kalkarni and Senior Citizen homes and those residences along Brookton Highway and Whittington Street that adjoin Reserve 43158, at least 7 days prior to the event including a copy of the event program;*
4. *Adherence to the submitted Risk Management Plan and all measures and actions contained therein, including an onsite ambulance or other medical facility with qualified/trained staff, dust control measures, clear delineation of the track and spectator viewing points with marshalling, and;*
5. *Event organiser being responsible for clean-up, and restoring the oval to initial condition, including responsibility for any repairs to the oval reticulation and grassed surface.*
6. *Liaison occurring with the with the Brookton - Pingelly Football Club and Brookton Hockey and Netball Clubs on the timing of the event before 30 June 2019 to avoid any conflict with training and/or games of the various sporting codes.*

*Note to Applicant: This consent does not apply to the use of Private Land or other Crown Land that is not*

under the control of the Local Government. The applicant should obtain the relevant consent from each of the other respective landowners affected by alignment of the broader motocross course.

(Simple majority required)

### **OFFICER'S RECOMMENDATION 2**

***That Council in accordance with Section 6.2(b) of the Local Government Act, 1995 grant a financial concession to the overnight camping fee, from \$25.00 for an unpowered site to a fixed upfront payment of \$1,000 (incl. GST) for use of the Brookton Oval (including use of the Caravan Park and Pavilion shower and ablution facilities) for up to 200 people calculated on \$5.00 per person, with such payment being made prior to the Offroad Motorcycle Event.***

(Absolute majority required)

### **Attachments**

***Attachment 12.04.19.01A - Risk Management Plan***

***Attachment 12.04.19.01B - Letter of Application***

***Attachment 12.04.19.01C - Area Map***

### **OCM 04.18-02**

#### **COUNCIL RESOLUTION**

#### **MOVED CR EYRE    SECONDED CR MILLS**

***That Council pursuant to Section 46(7) of the Land Administration Act, 1997 grant consent to Dirt High Promotions to use of the Brookton Oval Reserve 43158 (Lot 510 Brookton Highway) for the 'Pony Express Motorcycle Event' to be conducted on Saturday 3 and Sunday 4 August 2019, inclusive of overnight camping on the Brookton Oval for the Saturday night, subject to the following requirements being met:***

- 1. Letter being submitted 2 weeks prior to the event indemnifying the Shire of Brookton against all liability and any claim arising from the event;***
- 2. The warm up, practice and completion times to occur between the following hours:***

***Saturday 3 August 2018 – 8.00 am to 7.00 pm***

***Sunday 4 August 2018 – 8.00 am to 5.00 pm***

- 3. Proof of the written notification of the event to adjoining and nearby residents, including those residents at the Caravan Park, Kalkarni and Senior Citizen homes and those residences along Brookton Highway and Whittington Street that adjoin Reserve 43158, at least 7 days prior to the event including a copy of the event program;***
- 4. Adherence to the submitted Risk Management Plan and all measures and actions contained therein, including an onsite ambulance or other medical facility with qualified/trained staff, dust control measures, clear delineation of the track and spectator viewing points with marshalling, and;***
- 5. Event organiser being responsible for clean-up, and restoring the oval to initial condition, including responsibility for any repairs to the oval reticulation and grassed surface.***
- 6. Liaison occurring with the with the Brookton - Pingelly Football Club and Brookton Hockey and***

***Netball Clubs on the timing of the event before 30 June 2019 to avoid any conflict with training and/or games of the various sporting codes.***

***Note to Applicant: This consent does not apply to the use of Private Land or other Crown Land that is not under the control of the Local Government. The applicant should obtain the relevant consent from each of the other respective landowners affected by alignment of the broader motocross course.***

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**OCM 04.18-03**

**COUNCIL RESOLUTION**

**MOVED CR EYRE    SECONDED CR FANCOTE**

***That Council in accordance with Section 6.2(b) of the Local Government Act, 1995 grant a financial concession to the overnight camping fee, from \$25.00 for an unpowered site to a fixed upfront payment of \$1,000 (incl. GST) for use of the Brookton Oval (including use of the Caravan Park and Pavilion shower and ablution facilities) for up to 200 people calculated on \$5.00 per person, with such payment being made prior to the Offroad Motorcycle Event.***

**CARRIED BY ABSOLUTE MAJORITY VOTE 5-0**

# Brookton Pony Express Event Risk Management Plan



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# Brookton Pony Express Event Risk Management Plan



Event Overview	
Name of Event	Brookton Pony Express
Event Dates and Locations	Saturday 06 <sup>th</sup> and Sunday 07 <sup>th</sup> July 2019 – Brooklands Park, Kweda Saturday 03 <sup>rd</sup> and Sunday 04 <sup>th</sup> August 2019 – Brookton Oval, Brookton Saturday 24 <sup>th</sup> and Sunday 25 <sup>th</sup> August 2019 – Eva's Farm, Brookton
Event Manager	Willie Thomson 81 Kowin Court, Cardup WA 6122 0438 360 570
Insurance	The event organizer is to ensure that adequate and comprehensive insurance coverage is provided for the event and all aspects of the event, including structural liability, personal injury for spectators and competitors to the satisfaction of the landowner or his agent.
Event Details	Held over 2 days, the event in Winter will take advantage of the lower temperatures to run a series of Off-road Dirt Bike events covering all classes' junior and senior. A 3 event series on three different properties each with their own particular terrain, riders from all over the state travel to these events that promote grass roots racing, the event is supported by the local community who provide a canteen and also by local musicians who entertain the riders and campers into the evening. As well as the daylight hours Enduro racing there is short track riding under lights in the early evening providing riders with a new experience at the family friendly event.

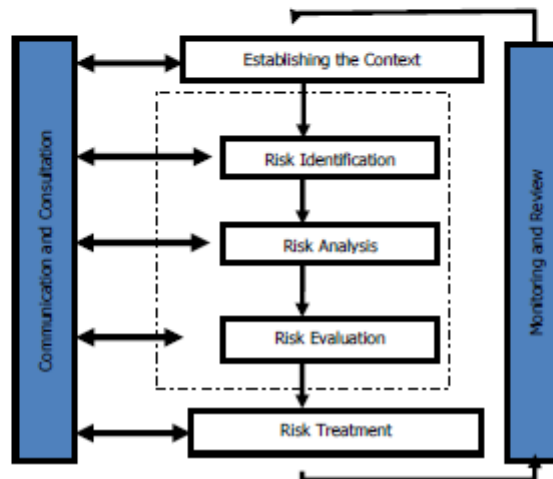
Stakeholders List			
Event Organisers	Willie Thomson	0438 360 570	Dirt High Promotions
	Decima Johns	0403 863 622	Dirt High Promotions
Shire Contact - Brookton	Kelly D'Arcy	08 9642 0208	Shire of Brookton
Shire Contact – Pingelly	Sheryl Squiers	08 9887 1066	Shire of Pingelly
Local Police - Brookton		08 9642 1000	Brookton Police
Local Police – Pingelly		08 9887 1008	
First Aid Provider	Stacey Johns	0400 988 989	First Aid Services for Riders
Property Owner	Jeff Edwards	0429 427 044	Brooklands Park
	Brookton Shire	08 9642 1106	Brookton Oval
	Daniel Bassett	0400 351 411	Bassetts Farm
	Ricky Takarangi	0488 669 413	Takarango Property
	Tom Weir	0418 929 081	Weir Property
	Murray Hall	0428 421 367	Hall Property
	Travis Eva	0428 421 642	Nyla Farm

# Brookton Pony Express Event Risk Management Plan



## Risk Management Process

Based on AS/NZS ISO 31000:2009 Risk Management and the WA Department of Health: Guidelines for Concerts, Events and Organised Gatherings the following process has been applied to identify, assess and treat risks for this event;



<b>Step 1 Establishing the Context</b>
Identify event details
Identify event stakeholders
Identify event objectives and deliverables
Define risk management process
Determine risk assessment and acceptance criteria
<b>Step 2 Identify Risk</b>
Identify potential material risks
Log risks on risk register
<b>Step 3 Analyse Risk</b>
Identify existing controls in place to manage the risks
Determine overall control rating
Determine consequences category and level of consequence if risk eventuates
Determine likelihood of the risk eventuating to the determined level of consequence
<b>Step 4 Evaluate Risks</b>
Identify level of risk
Assign risk owner
Make risk acceptable decision based on existing control rating, level of risk and event objectives
<b>Step 5 Treat Risks</b>
For unacceptable risks identify risk treatment options to avoid, reduce or transfer risk
Develop and implement suitable risk treatment plans
Re-analyse and evaluate the risk to ensure risk is acceptable
<b>Step 6 Monitor and Review</b>
Review and update risk management plan and appendices with emerging or change environment/conditions that may impact on the identified risk issues
For regular on-going events conduct debriefs and include lessons learnt within risk management plan.

# Brookton Pony Express Event Risk Management Plan



## Risk Assessment & Acceptance Criteria

### Existing Controls Rating

LEVEL	DESCRIPTOR	DESCRIPTION
E	Excellent	Doing more than what is reasonable under the circumstances
A	Adequate	Doing what is reasonable under the circumstances
I	Inadequate	Not doing some or all things reasonable under the circumstances

### Measures of Consequence

LEVEL	DESCRIPTOR	HEALTH	FINANCIAL IMPACT	EVENT OPERATIONS	REPUTATION
1	Insignificant	No injuries	Less than \$2,500	Little impact	Unsubstantiated, low impact, low profile or 'no news' item
2	Minor	First aid treatment on site	\$2500 - \$25,000	Inconvenient delays	Substantiated, low impact, low news item
3	Moderate	Medical treatment on or off site	\$25,000 - \$100,000	Significant delays to event deliverables	Substantiated, public embarrassment, moderate impact, moderate news profile
4	Major	Extensive injuries or disablement	\$100,00 - \$250,000	Non-achievement of some event deliverables	Substantiated, public embarrassment, high impact, high news profile, third party actions
5	Catastrophic	Death or severe permanent disablement	More than \$250,000	Non-achievement of event objectives	Substantiated, public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions

### Measures of Likelihood

LEVEL	DESCRIPTOR	DETAILED DESCRIPTION	FREQUENCY
5	Almost Certain	The event is expected to occur in most circumstances	Greater than 90% chance of occurrence
4	Likely	The event will probably occur in most circumstances	80% - 90% chance of occurrence
3	Possible	The event should occur at some time	40% - 60% chance of occurrence
2	Unlikely	The event could occur at some time	10% - 40% chance of occurrence
1	Rare	The event may only occur in exceptional circumstances	Less than 10% chance of occurrence

# Brookton Pony Express Event Risk Management Plan



Risk Matrix

Consequence \ Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	MODERATE	HIGH	HIGH	EXTREME	EXTREME
Likely	4	LOW	MODERATE	HIGH	HIGH	EXTREME
Possible	3	LOW	MODERATE	MODERATE	HIGH	HIGH
Unlikely	2	LOW	LOW	MODERATE	MODERATE	HIGH
Rare	1	LOW	LOW	LOW	LOW	MODERATE

Risk Acceptance Criteria

RISK RANK	DESCRIPTOR	CRITERIA FOR RISK ACCEPTANCE	RESPONSIBILITY
LOW	Acceptable	Risk acceptable with adequate controls, managed by routine procedures	Area Supervisor
MODERATE	Monitor	Risk acceptable with adequate controls, managed by specific procedures	Area Supervisor
HIGH	Urgent Attention Required	Risk acceptable with excellent controls, managed and monitored by highest level of authority	Event Manager
EXTREME	Unacceptable	Risk only acceptable with excellent controls and all treatment options to be explored and implemented where possible, continually managed and assessed by highest level of authority	Event Manager



# Brookton Pony Express Event Risk Management Plan



## RISK REGISTER

COMPILED BY: Decima Johns      DATE: 05/03/2019

REVIEWED BY: Willie Thomson      DATE: 05/03/2019

LEGEND: TREATMENT OWNER	
<b>A</b>	Amenities Provider
<b>C</b>	Competitor
<b>D</b>	Shire of Brookton, Shire of Pingelly
<b>EO</b>	Event Organiser
<b>F</b>	Fire Emergency Services
<b>FA</b>	First Aid – Stacey Johns First Aid Services
<b>V</b>	Food Vendors
<b>W</b>	WA Police

# Brookton Pony Express Event Risk Management Plan



Establish the Context		Risk Identification			Risk Analysis			Risk Treatment			
Ref No	Context	Risk Description	Existing Controls (Preventative)	Existing Controls (Response)	Consequence Category	Consequence	Likelihood	Level of Risk	Risk Treatment Options	Treatment owner	Treatment Recommended (Y/N)
1	Buildings and Structures Temporary Sun Shades	Structure Collapse, Unsecured Structure	Adequate	Any structure greater than 25sqm, require Council approval prior to any works being carried out on the site. Structures which are constructed during the event will be portable sun shade type of structures. All structures must be firmly secured using pegs. All portable structures will be inspected prior to the running of the event and at regular intervals to ensure that the safety of people under or near them is not jeopardised.	Insignificant	1	1	Low	Communication through last minute instructions to competitors	EO	Y
2.1	Camping	Fire	Excellent	As defined in specific incident related plans.	Major	4	1	Mod	No Camp Fires Allowed	EO	Y
2.2	Camping	Anti-Social Behavior	Excellent	Overnight camping by competitors may only be permitted if authorised by the event organisers.	Moderate	3	2	Mod	Diffuse situation by peer group or, remove offenders from the venue	EO	Y
3	Competitors Safety	Injury	Excellent	Event competitors expect to operate in an environment as safe as practicable considering the nature of the event. It is the responsibility of the event organizers to ensure that adequate signage and barriers are provided to separate spectators from the competitors and competition areas. "Competitor only" areas are to be clearly sign posted and supervised All competitors will attend a riders briefing prior to the event where all rules and safety requirement will be explained in detail. All riders are required to wear approved safety equipment including but not limited to All motorcycles will be inspected prior to the event to ensure that they are in a satisfactory condition. All machine examiners shall have the required qualifications.	Major	4	4	High	Medical assessment and first aid treatment. Medical evacuation. Appropriate personal protection and safety equipment. Discretionary precautions by competitor in relation to the event and competition Signage and supervision provided to exclude access by spectators to competition areas and other areas as required. The consumption of alcohol or any other mind altering substance by competitors before or during competition is prohibited.	C EO FA	Y

## Brookton Pony Express Event Risk Management Plan



4	Dust Control	Dry Conditions	Excellent	Dust control measures will be undertaken, and will require the track and any competition area to be maintained in a damp condition as to reduce the creation of excess dust within the venue and any nearby roads or properties. A sufficient supply of water will be available through the property water supply and water trucks.	Minor	2	4	Mod	Maintain arena and competition areas in a state of dampness by providing a supply of water and an appropriate vehicle fitted with spray bars or watering devices	EO	Y
5	Electricity Supplies	Unsafe Practices Unsafe Installations Faulty Power Source Unsafe Behavior	Excellent	There is no mains power available at the venue. All power will be 240 volts supplied by generators which will be located within the venue.	Moderate	3	2	Mod	Compliance with safety standards. Compliance with manufacturer's specifications. Safe and appropriate location of power leads. Safe and appropriate location of power sources. All associated equipment and leads to be maintained in a safe and operable condition. Appropriate signage or warning labels to be displayed. All generators and appliances to be 'in test' date. Generators to be shut down for refueling. All portable electrical equipment to be inspected and tested as per AS3760:2003	EO	Y
6	Environmental Conditions	Land Degradation and Soil Erosion, Human Effluent Disposal	Excellent	Due to the location of the venue, nature of the event, topography of the land, prevailing weather conditions and soil type, consideration and implementation of environmental management conditions is required. On completion of the event, the event organiser shall ensure that the land is returned back to its previous condition so far as practicable.	Minor	2	2	Low	Restoration of land after the event, Sound Land use practices, in accordance to Toilet Facilities Risk Plan	AP EO	Y

# Brookton Pony Express Event Risk Management Plan



7	Emergency Evacuation	Threat to Human life Death or Injury	Excellent	In the event that the property, site or venue needs to be evacuated, there is a need to provide guidelines for a safe and orderly evacuation from the site. A decision to evacuate the site will generally be made by the senior WA Police Officer on site, the Event Organiser or the senior member of a recognized Emergency Service Organisation such as FESA Fire Services or the State Emergency Service, or a combination of these agencies and individuals. The reason to evacuate will generally be in relation to an incident or event not directly linked with the event such as the site being under imminent threat from a Bush Fire or Severe Storm. There may be other reasons for evacuation as determined by the relevant Incident Controller or Hazard Management Authority. As displayed on the site plan, an evacuation will generally be made to the west of the site where Evacuation and Traffic Management can be more easily controlled and defined. The overall responsibility for Traffic management off site will be WA Police and Traffic Management on site will be undertaken by FESA SES or Fire Services personnel assisted by event staff. After all spectators have been evacuated from the site the highest priority should be given to evacuating all livestock and any other animal from the site Evacuation procedures shall be communicated to all personnel attending the event via the PA system provided for race commentary. The event organiser will ensure adequate lighting is available for personnel in attendance during the evenings.	Moderate	3	2	Mod	As per Evacuation plan Appendix C	EO F P	Y
8	Fencing, Gates, Lighting	Personnel Injury, Damage to Assets	Excellent	For the safety of spectators, staff and members of the public, there is a need to establish barriers to separate the public from competitors and some attractions, therefore the following requirements are to be established and maintained.	Insignificant	1	1	Low	Provide and maintain protective barriers, fencing and gates at least 3 meters from the competition area to separate spectators and competitors in accordance with recognized regulations and standards. Maintain all barriers, fences and gates as to a condition and standard as to separate spectators and competitors. All access gates to the competition area are to be manned and supervised during competition events. Portable lighting will be supplied and maintained to ensure all areas have adequate lighting.	EO	Y



# Brookton Pony Express Event Risk Management Plan



9	Fire Management	Threat to Human life, Personnel Injury Damage to Assets	Excellent	The following plans and information are provided as an enforceable guideline. Under no circumstance will open fires be allowed during the duration of the event. The local fire service shall be available to ensure immediate control of any fire observed.	Major	4	3	High	As Per Evacuation plan Appendix B	EO F P	Y
10	Food Facilities	Food Poisoning	Excellent	There will be a food vendor operating on site during the event, these vendors will need to be identified to comply with all food safety and food standards requirements and other requirements as determined by the Health (Food Hygiene) Regulations and Councils Environmental Health Services.	Insignificant	1	2	Low	Ensure all food vendors are licensed and comply with all food safety standards and requirements.	DS EO V	Y
11	First Aid and Ambulance Support	Competitor Injury Spectator Injury	Excellent	The nature of this event has inherent risks, particularly to competitors, for the safety, medical wellbeing and health of all participants and competitors, there is a requirement to establish a first aid posts at the venue. There is also sun and heat related health risks, these are reduced by personnel protection precautions; however consideration by event organisers is also required.	Major	4	4	High	As Per Appendix D	EO FA	Y
12	Parking	Motor Vehicle Incidents Reduced parking Capacity Evacuation Access Points	Adequate	Spectator & Competitor parking areas and locations are identified on the site plan and are to be established and supervised in accordance with the site plan.	Insignificant	1	3	Low	Designated parking areas to be grazed or slashed and free of grasses or flammable materials above 10 centimetres in height. Vehicle parking to be in accordance with the approved site plan. Planned, co ordinate and supervised parking operations. Clear access to evacuation points to be maintained at all times.	EO P	Y

# Brookton Pony Express Event Risk Management Plan



13	Security	Minor Low Level Incidents Serious Incidents	Adequate	The event organiser is to ensure that adequate private security personnel are employed and will be responsible for crowd control, crowd behaviour and ensuring that spectators and visitors to the event behave in an orderly and safe manner. Security personnel will be responsible for the eviction of any person or persons determined as acting in a manner as to endanger the safety and wellbeing of others, disturbing the entertainment and amenity of other persons or as determined by the event organiser. WA Police are only to be called upon if an incident or situation is determined as serious or an incident is escalating beyond the control of organized security or management, or if a public officer or emergency services person is prevented from undertaking a statutory or regulatory duty.	Insignificant	1	3	LOW	WA Police are to be advised of the event and briefed by the event organizer prior to the running of the event. Diffuse situation by peer group or security personnel. Request WA Police presence on site if it is anticipated that an incident will escalate beyond the control of event organizer, staff and private security.	EO ES W	Y
14	Spectators	Personnel Injury, Damage to Assets	Adequate	Motorcycling Competitions and associated events are generally a low risk activity for spectators, the predominant exposure to any risk will be from external or indirect sources such as, fire, traffic management incidents, which are covered in other areas of this plan. To assist and provide guidance in the area; Event organisers are to ensure adequate signage is provided to separate spectators from the competition arena. Competitors only* areas or any other area as determined by the event organizers or property owner as being an unacceptable or unnecessary risk to spectators or any other person. Spectators are to be advised and made aware that Motorcycling and associated sports may pose a risk and that all care and precautions should be taken, in particular: (1) Spectators are not permitted to enter any area marked as "Competitors" or Staff Only". (2) Parents must ensure children are supervised at all times (3) Hats, appropriate clothing and sunscreen should be used at all times during daylight hours to reduce the effects of sun & heat exposure and to reduce the chances of exposure to skin cancer. (4) Adequate supplies of water should be kept and consumed to avoid the effects of heat and sun. (5) Any person intoxicated or acting in a manner endangering other people or acting in a manner determined as "anti social behaviour" will be removed from the event and venue and may be dealt with by WA Police.	Minor	2	2	LOW	Provision of adequate and appropriate signage Provision of adequate fencing and briefing to event staff members. Signage and supervision provided to exclude access by spectators to competition areas and other areas as required.	EO ES W	Y

# Brookton Pony Express Event Risk Management Plan

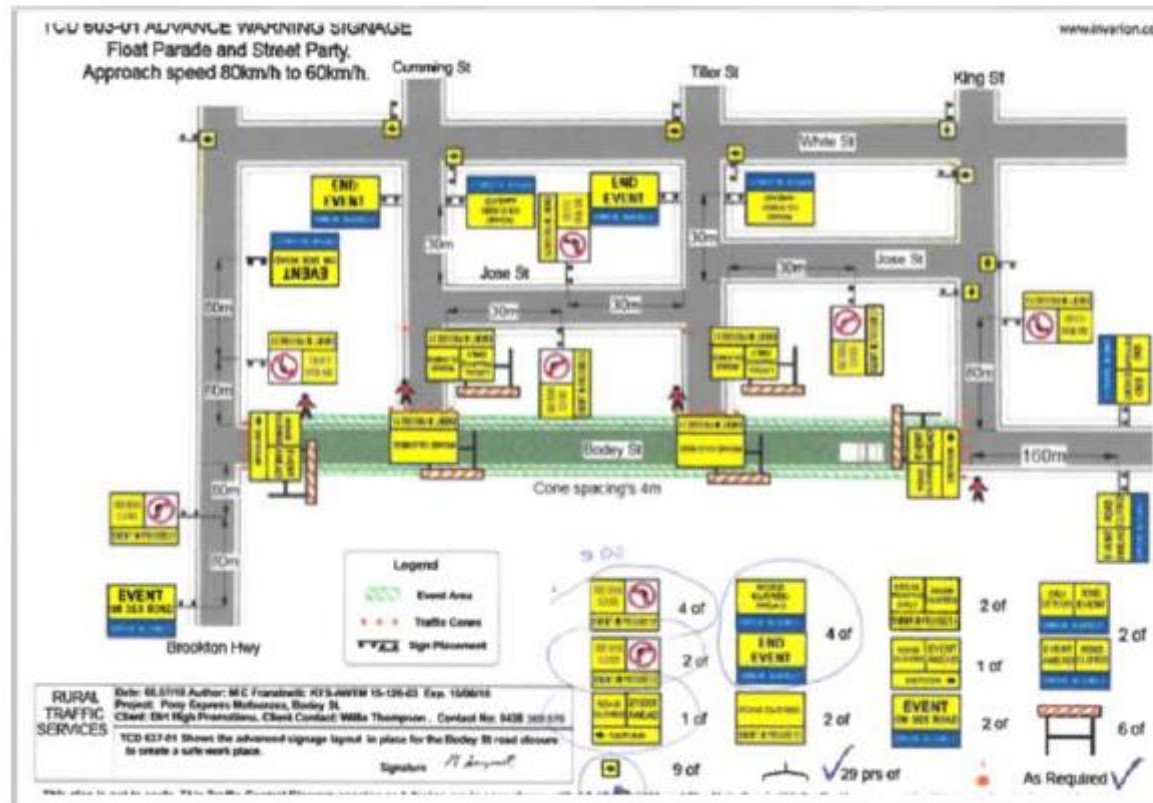


15	Toilet Facilities	Excessive numbers of people waiting to use facilities, Contamination of the land by Human Waste	Adequate	Portable toilet facilities will be provided for use by all personnel attending the event. Toilet facilities will be located for easy and safe access for all. Adequate toilet paper will be provided and maintained during the event. Toilets shall be maintained in a clean and hygienic conditioned as far as practicable.	Mon	2	3	Mod	Provide numbers of facilities appropriate to the numbers expected at the event. Ensure that the facilities are maintained to a hygienic and the manufacturer standards.	DS EO	Y
16	Traffic Management	Injury or loss of Life Property Damage Damage to assets	Adequate	Event organizers may establish a traffic management plan for the event. Access to the site by will be along direction will be provided to the spectator parking area where again the parking operation will be supervised.	Moderate	3	2	Mod	Provision of sufficient and clear signage.	EO	Y
17	Volunteer Track Marshalls	Injury or loss of Life	Excellent	To ensure the safety of track marshals whilst carrying out their volunteer duties	Major	4	1	Low	Induction given to all marshals by Race Official Only safe infield areas allocated to corner marshals All marshals to wear Hi-Vis clothing	EO	Y
18	Waste Management	Litter	Adequate	To ensure that the venue remains clean, free of odours and vermin and relatively free of flies, the following waste management requirements are to be implemented and maintained throughout the event.	Insignificant	1	1	Low	Visitors are responsible for disposing of their rubbish and litter in the bins provided. The site is to be clear of all litter, rubbish, disused materials and rubbish receptacles within 48 hours of the completion of the event.	EO	Y
19	Water Supply	Dehydration of Spectators and Competitors Fire Management Dust Management	Adequate	An adequate supply of water is to be available at all times and maintained throughout the event.	Major	4	3	High	Ensure the availability of sufficient water supplies at all times during the event via food vendors. Identify all nearby bulk water supplies for fire fighting purposes. Ensure the availability of sufficient water supplies at all times during the event for fire fighting purposes. Ensure the availability of appliances to enable the ground to be maintained in a damp condition at all times during competition.	EO F	Y

# Brookton Pony Express Event Risk Management Plan



Appendix A:



# Brookton Pony Express Event Risk Management Plan



## Certificate of Currency

In our capacity as Insurance Brokers to Motorcycling Australia Limited and its State/Territory Bodies, we hereby certify that the under mentioned insurance policy is current.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy detailed below, or assume continuity of the policy.

<b>Policy Type:</b>	Public & Products Liability Insurance						
<b>Insured:</b>	Motorcycling Australia Limited and its State/Territory Bodies:  Motorcycling NSW Limited, Motorcycling Victoria, Motorcycling Queensland, Motorcycling South Australia Inc., Motorcycling Western Australia Inc., Motorcycling Tasmania Inc., Motorcycling Australia Northern Territory Inc.						
<b>Nature of Business:</b>	Principally but not limited to the administration, organising, preparation and conducting of motorcycle and quad bike race events, practice and training sessions, educational programmes and any other activity incidental thereto including nonmotor sport activity, property owners, lessors, lessees and any other club related activity.						
<b>Period of Insurance:</b>	From: 4.00 pm on 31 <sup>st</sup> December 2018 Local Standard Time To: 4.00 pm on 31 <sup>st</sup> December 2019 Local Standard Time						
<b>Limit of Liability:</b>	Combined limit of AUD\$50 million any one occurrence (including primary layer for \$2 million via MA Insurance Limited) and in the aggregate during any one period of insurance based on various layers of coverage arranged.  <table border="0"> <tr> <td><b>Primary Layer</b></td> <td>\$2,000,000 Insurer - MA Insurance Limited.</td> </tr> <tr> <td><b>First Excess layer</b></td> <td>\$8,000,000 over \$2,000,000 Primary layer. Insurers – certain Underwriters at Lloyds of London</td> </tr> <tr> <td><b>Second Excess layer</b></td> <td>\$40,000,000 over \$10,000,000 Primary and Excess Layers Insurers – certain Underwriters at Lloyds of London</td> </tr> </table>	<b>Primary Layer</b>	\$2,000,000 Insurer - MA Insurance Limited.	<b>First Excess layer</b>	\$8,000,000 over \$2,000,000 Primary layer. Insurers – certain Underwriters at Lloyds of London	<b>Second Excess layer</b>	\$40,000,000 over \$10,000,000 Primary and Excess Layers Insurers – certain Underwriters at Lloyds of London
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<b>Second Excess layer</b>	\$40,000,000 over \$10,000,000 Primary and Excess Layers Insurers – certain Underwriters at Lloyds of London						
<b>Interest Insured:</b>	Subject to the terms, Definitions, Exceptions, Conditions, Provisions and Limits of						



# DIRT HIGH PROMOTIONS

1/17 Canvale Road  
CANNING VALE 6155  
Tel: 08 9455 2359  
Mob: 0438 360 570

willie@williethomson.com  
www.williethomson.com

ABN 90 083 103 560

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March 5, 2019

Shire of Brookton  
PO Box 42  
BROOKTON WA 6306

Att: Shire Planner

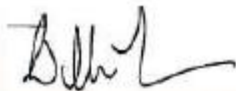
Re: **Proposed Non Commercial Motorcycle Activity  
Various locations throughout the municipality**

Hi Planning,

I want to disclose some general information on how the events in 2019 will work.

If there is any further information you require please do not hesitate to give me a call.

Yours Sincerely



**Willie Thomson**  
Event Co-Ordinator  
0438 360 570



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<b>Type of event:</b>	Pony Express Motorcycle Event
<b>Date of event:</b>	03 <sup>rd</sup> – 04 <sup>th</sup> August 2019 – Brookton Oval 24 <sup>th</sup> – 25 <sup>th</sup> August 2019 – Eva’s Farm
<b>Area Required:</b>	Brookton Football Oval (August 03rd-04th) Eva’s Farm (August 24th – 25 <sup>th</sup> )
<b>Access Required:</b>	Friday of each event (10-20 people) to mark out track and set up area. Monday, Finish tidying up and Inspection by owner of farm.
<b>Parking:</b>	All parking will be within the property and controlled by voluntary marshalls.
<b>Toilets:</b>	A minimum of 6 portable toilets will be provided.
<b>Animals:</b>	No dogs or pets will be allowed.
<b>Alcohol:</b>	August 03 <sup>rd</sup> and 04 <sup>th</sup> Bar and Food will be run from the Pavillion at the Brookton Oval by a local sporting club. August 24 <sup>th</sup> and 25 <sup>th</sup> A regional cater will provide food there will be no Bar.
<b>Food Catering:</b>	As Above
<b>Brookton Oval:</b>	Camping will be on the oval, it is expected that patrons will start to arrive on Friday afternoon, we will require the use of the ablution block with showers and toilets. On that Saturday afternoon after the juniors have returned, 4:00pm - 6:30pm (daylight) on a short track marked out in accompanying map. In the evening a band will provide entertainment for the campers and towns people. Bar and Food will be sold by the Cricket Club.
<b>Event Guidelines:</b>	The event will be run under permit from Motorcycling Australia and run in accordance with the Australian Rules of Competition.
<b>Event Promotion:</b>	Local Community news & Peel Region Sept Sport will be advised. The event will be promoted through local businesses and motorcycle shops between Perth and Bunbury.
<b>Event Sponsorship:</b>	Main Sponsors are KTM Australia.
<b>Public Liability Cover:</b>	\$50,000,000 AON Insurance & Motorcycling Australia







Cr Crute (Shire President) declared a financial interest in item 12.04.19.02 and left the meeting at 5.05pm.

Cr Walker (Deputy Shire President) declared an impartial interest in item 12.04.19.02, remained and presided over the meeting in the Chair.

**12.04.19.02 PROPOSED STORAGE SHED – BROOKTON COUNTRY CLUB INC.**

<b>File No:</b>	P601
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	Lot 266 (House No.11207) Brookton Highway Brookton
<b>Name of Applicant:</b>	Brookton Country Club Inc.
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Kelly D’Arcy – Senior Corporate Business Officer
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	None
<b>Voting Requirements:</b>	Absolute majority
<b>Previous Report:</b>	17/01/2019

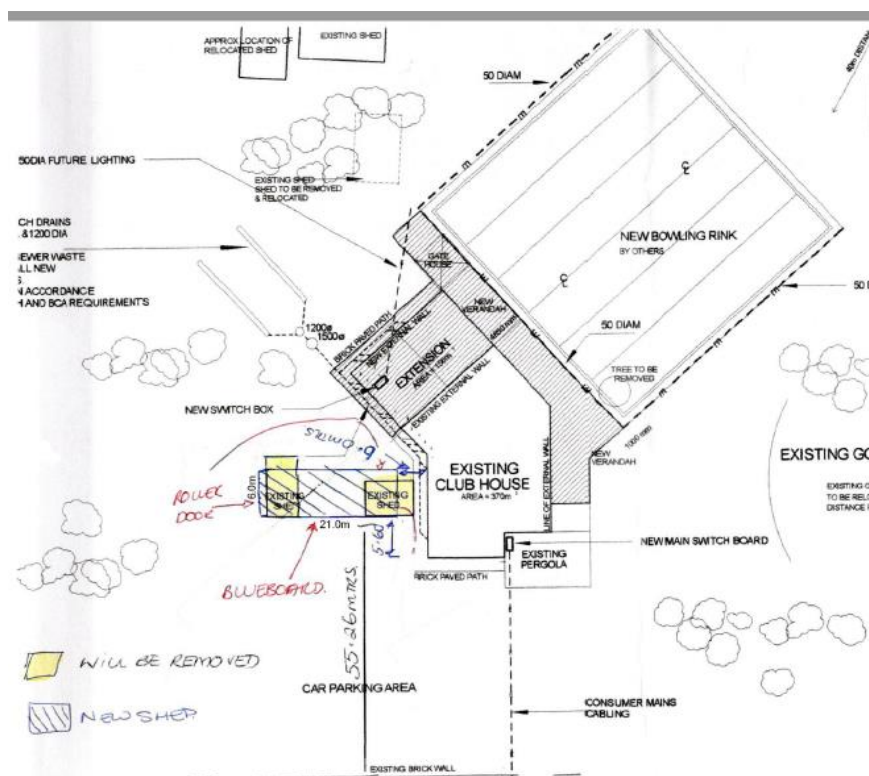
**Summary of Item:**

This report relates to a development application received from the Brookton Country Club Inc. to construct a storage shed adjacent to the club house building on Lot 266 Brookton Highway.

The application is consistent with consent previously granted by Council as the lessor in January of this year, however under the Town Planning Scheme No.3 approval is required to be granted for this development.

**Description of Proposal:**

The proposal involves demolition of two existing sheds and the erection of 1 larger storage shed, as depicted in **Figure 1** below.



**Figure 1 – Extract from Brookton Country Club Application**

The new storage shed is of a steel framed/colorbond construction with a length of 21.0 metres, width measuring 6.0 metres and an overall floor area 126m<sup>2</sup> to be positioned in the same location as the older existing sheds. Floor plan and elevations of new storage shed presented as **Attachment 12.04.19.02**.

**Background:**

The Council considered a request from the Brookton Country Club at the January 2019 Ordinary Council Meeting, and resolved:

*That Council inform (pursuant to Section 3.9(a) of the Brookton Country Club Lease) the Brookton Country Club Inc. it grants permission to:*

- 1. Demolish the existing green shed, subject to an application for and a demolition permit being issued by the Shire, with any asbestos material being removed in accordance with statutory requirements.*
- 2. Erect a new shed with approximate dimensions of 21.0 metres in length by 6.0 metres in width and a height of 4.0 metres, with a floor area 126 m<sup>2</sup>, subject to respective planning and building approvals being obtained from the Shire where the new building does not impede upon the existing common boundary between Crown Reserves 27709 (Lot 302) and 22703 (Lot 266).*

Consequently, the Shire received a demolition application from a local builder with a demolition permit subsequently being issued by Council's Contract Building Surveyor.

**Consultation:**

No consultation has occurred on this proposal.

**Statutory Environment:**

The subject zoning for Lot 266 is 'Local Reserve' with the designation of 'Golf Club'. In light of this, Part II of the Shire of Brookton Town Planning Scheme No.3 requires planning approval to be granted for development (other than a boundary fence) on a local Reserve at the Council's discretion.

Therefore, Council may approve or refuse to grant planning approval, with or without conditions pursuant to Schedule 2, Part 10A of the Planning and Development (Local Planning Schemes) Regulations, 2015.

**Relevant Plans and Policy:**

There are no other existing plans or policies that apply to this matter.

**Financial Implications:**

In accordance with the Council's Fees and Charges a planning application fee of \$147 applies to this proposal.

**Risk Assessment:**

No risk identified.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.



Specifically, the proposed storage shed for the Brookton Country Club aligns to:

*Function 24 - Community Support*

*Action 24.1 – Support seniors, youth, culture, sport/recreation group activities*

### **Comment**

It is understood the Country Club request is merely premised on asset renewal. From a planning perspective, with the zoning being 'Local Reserve' the TPS No.3 states:

### **2.3 MATTERS TO BE CONSIDERED BY COUNCIL**

*Where an application for planning approval is made with respect to land within a local reserve, the Council shall have regard to the ultimate purpose intended for the reserve and the Council shall in the case of land reserved for the purposes of a public authority confer with that authority before granting its approval.*

In light of the above, and in the absence of any other prescribed development standards in the Town Planning Scheme it is for Council to be satisfied the proposed development is in keeping with the designated purpose for the Reserve, and existing built and natural environment.

In this context it is acknowledged that Council as the Lessor has already consented to the new storage shed, and in doing so has therefore accepted the use, size, method of construction and importantly placement of the new building being well setback from Brookton Highway, and not traversing any lot boundaries between Crown Reserves 22703 and 27709. Furthermore, assessment on the location of the new shed also confirms:

- a) Compliance with new Bushfire Attach Levels standards under the *Australian Standard AS 3959-2009 Construction of Buildings in Bushfire Prone Areas* and the Building Code of Australia, where minimum separation between the new building and the Club House is 6.0 metres; and
- b) The building being well screened from view of passing traffic along Brookton Highway due its position to the north-west of the Country Club building and behind existing vegetation.

To this end, it is recommended that Council grant planning approval for the new storage shed as presented in the application.

### **OFFICER'S RECOMMENDATION 1**

*That Council grant Planning Approval in favour of the Brookton Country Club for a storage shed on Lot 266 (Hn.11207 Brookton Highway Brookton pursuant to Schedule 2, Clause 68 of the a Planning and Development (Local Planning Schemes) Regulations, 2015 and subject to the following conditions and advice notes:*

### **Conditions**

1. *The placement of the storage shed shall be in accordance with the attached approved site plan endorsed 16 April 2019 that forms part of this Planning Approval, and subject to any modifications required as a consequence of any condition of this approval.*
2. *The storage shed shall generally accord with the approved floor plan and elevations of the storage shed that reflect:*

Length: 21.0 metres approx.  
Width: 6.0 metres approx.  
Height: 4.0 metres approx.  
Floor Area: 126m<sup>2</sup> approx.

3. *The shed shall be used to store county club plant and equipment, unless otherwise determined by Council.*
4. *If the shed project is not SUBSTANTIALLY COMMENCED within a period of two (2) years from the date of this approval being granted, the approval shall lapse and be of no further effect. Where an approval has lapsed, no development shall be carried out without the further approval being obtained from Council.*

#### Advice Notes

*The following advice notes are offered in addition to the notes provided in Form 4 of Clause 86 of the Deemed Provisions on the approval granted in condition(s) above:*

- a. *This approval does not excuse compliance with all relevant written laws in the commencement and carrying out of the storage shed development.*
- b. *The applicant is advised:*
  - i. *A building Permit is required for the storage shed.*
  - ii. *A right of appeal to the State Administrative Tribunal (SAT) exists in relation to this approval, subject to Part 14 of the Planning and Development Act, 2005. Appeals must be lodged to SAT within 28 days. Further information can be obtained from the SAT website – [www.sat.justice.wa.gov.au](http://www.sat.justice.wa.gov.au).*

(Simple majority vote required)

#### Attachments

**Attachment 12.04.19.02 – Floor Plan and Elevations.**

**OCM 04.18-04**

**COUNCIL RESOLUTION**

**MOVED CR MILLS SECONDED CR EYRE**

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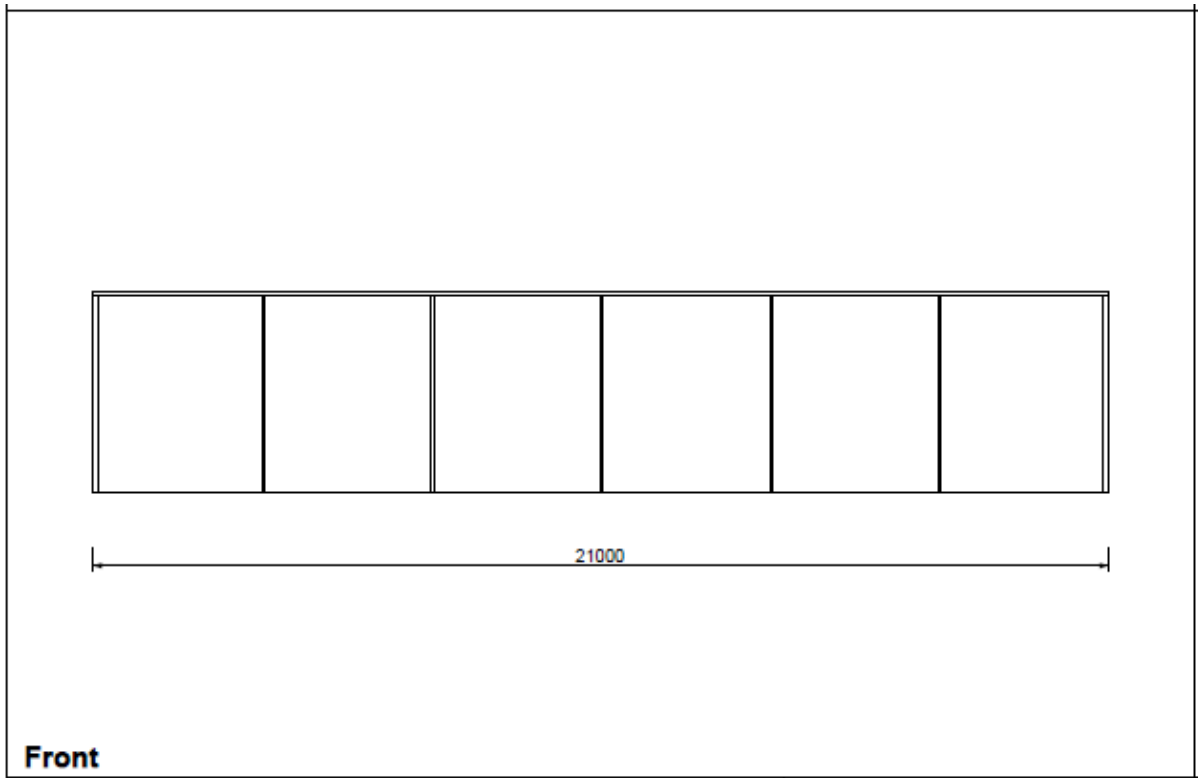
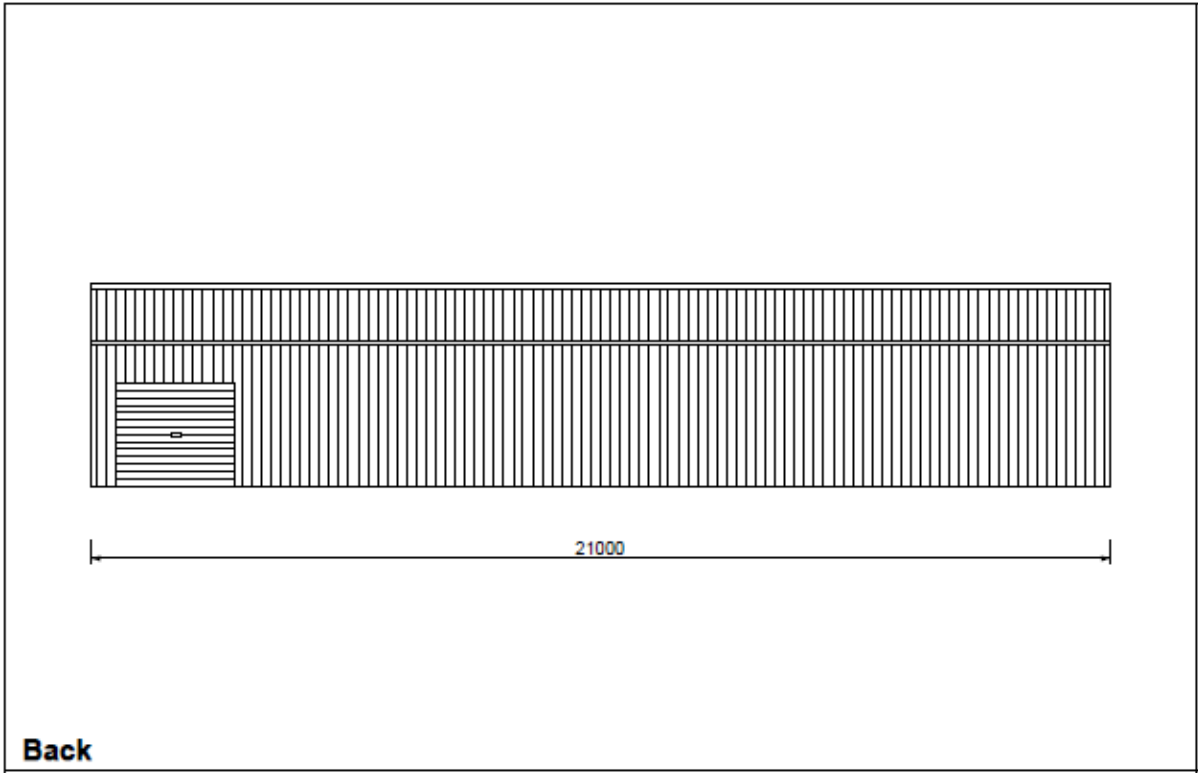
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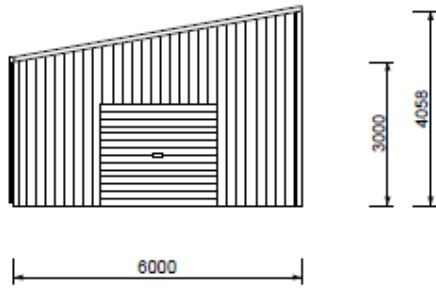
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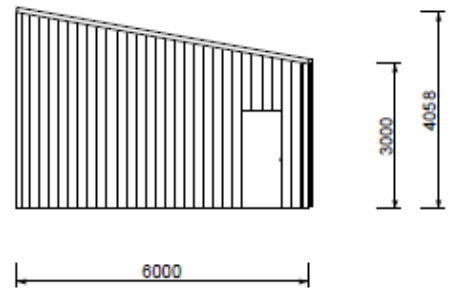
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**CARRIED BY SIMPLE MAJORITY VOTE 4-0**

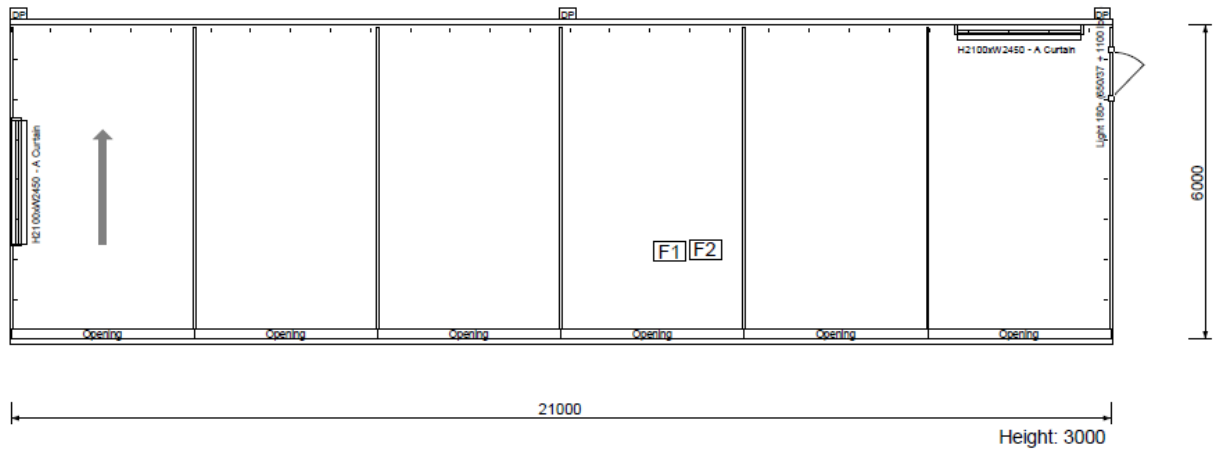




**Left**



**Right**



E1

**Floor Plan**



Cr Crute returned to the meeting at 5.06pm and resumed the Chair.

## 13.04.19 COMMUNITY SERVICES REPORTS

### 13.04.19.01 GARAGE SALE TRAIL

<b>File No:</b>	ADM 0651
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	Brookton
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Debbie Spinks – Projects & Grants Officer
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	N/A
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

#### Summary of Item:

The report relates to an Australia wide annual Garage Sale Trail that to date has involved the engagement of 150 Local Governments with the primary focus on education of waste re-use and minimisation by residents.

In summary Garage Sale Trail culminates in one big weekend of garage sales across the nation held on the third weekend of October each year. This year the event is to take place on Saturday 19th and Sunday 20<sup>th</sup> October 2019. (Facts from Garage Sale Trail website) **Registrations open August 10<sup>th</sup>, 2019.**



The Innovations Advisory Group considered this proposal on March 27<sup>th</sup> 2019, this project was assessed to align with the BROOKTON 20 and passed through to Council with unanimous support.

#### Description of Proposal:

Garage Sale Trail happens through support from Local Councils partnering across the country, uniting bargain hunters/re-use loving Australians with garage sale events Australia-wide. A Local Council registers for the Garage Sale Program to enable community members to participate through registration on the Garage Sale Trail website, thus allowing free advertising for the community member. Councils pay between \$1500 and \$15000 for three or four years, with prices lower for small Local Governments.

#### Background:

The Innovations Advisory Group is the first primary filter for receiving, analysing and vetting of ideas and suggested projects from the Brookton Community. Assessment of the validity of the ideas and projects is measured against the BROOKTON 20 and the 'Live, Work and Visit' objectives of the Brookton Strategic Community Plan.

The Innovations Pathway is an integral process that affords a fundamental and fluid link between the Community's Strategic Community Plan and Council's Corporate Business Plan.

Upon assessment of this proposal, the Innovations Advisory Group declared it met multiple areas of measurement within the Brookton 20 and the 'Live, Work and Visit' objectives of the Brookton Community Plan, allowing this proposal to move through the Innovations Pathway with a direct referral and recommendation to Council for approval/funding assessment.

**Consultation:**

The Garage Sale Trail was submitted through the Innovations Pathway, with consideration by the Innovations Advisory Group on March 27<sup>th</sup>. This idea is built around the community considering recycling and thoughtful use of discarded or unwanted items, reducing land fill in the area.

**Statutory Environment:**

The allocation of funds (\$1500) if supported by Council will form a line item for 2019/20 budget.

**Relevant Plans and Policy:**

This proposal has been measured against the Shire of Brookton Strategic Community Plan-see Community & Strategic Objectives below.

**Financial Implications:**

There is a financial implication of \$1500 for a three year enrolment, plus staffing hours to promote the program. Costs include specific Local Government branded materials from media releases to social media tiles and community engagement resources. The resources come together with a promotional calendar with suggested timings for all community engagement, media and marketing activities. Additional costs could be incurred through staff being required on the Garage Sale Trail weekend.

To participate the Council will need to register and pay the \$1500 in the 2019/20 financial year.

**Risk Assessment:**

On initial assessment there is no identified risk to this initiative other than a possible lack of participation by local residents.

**Community & Strategic Objectives:**

This proposal relates to the Next Generation BROOKTON Strategic Community Plan>2027. Specifically the Garage Sale Trail as assessed by the Innovations Advisory Group aligns to following objectives of the BROOKTON 20 –

- √ (17) Resource Maximization and Sustainability.
- √ (9) Community Engagement.
- √ (16) Community Activity and Visitor Eventing.
- √ (3) Social Innovation

**Comment**

With Garage Sale Trail project aligned to the Brookton Community Strategic Plan the Council has the opportunity to enhance its commitment to waste reduction. This is a broad issue of vital importance for

sustainability into the future, with benefit to the Shire through participation within the Garage Sale Trail. It is the view that participation will not only reduce waste sent to land fill, but will also save time and effort in Council pick up/verge collections as well as provide a greater level of community engagement. This initiative will require minimal staff time spent on promotion of the project as all branded advertising materials are supplied with additional programs run to educate staff on community engagement. The Garage Sale Trail program provides educational resources to promote waste education within council channels and encourage more members of the community to reuse what they no longer want.

Strategically, this program could lead into further enhancement of Brookton through community participation in the Tidy Towns program that could run concurrently with the Garage Sale Trail in coming years.

#### **INNOVATIONS ADVISORY GROUP RECOMMENDATION**

*That Council:-*

- 1. Register to participate in the National garage Sale Trail Program for a three year period, with the first event to be conducted on the 19<sup>th</sup> and 20<sup>th</sup> October 2019.*
- 2. Allocate funding of \$1500 in the 2019/20 Budget to support the Shire of Brookton Garage Sale Trail Program over the next three years.*

(Simple majority required)

#### **OCM 04.18-05**

#### **COUNCIL RESOLUTION**

**MOVED CR EYRE    SECONDED CR FANCOTE**

*That Council:-*

- 1. Register to participate in the National garage Sale Trail Program for a three year period, with the first event to be conducted on the 19<sup>th</sup> and 20<sup>th</sup> October 2019.*
- 2. Allocate funding of \$1500 in the 2019/20 Budget to support the Shire of Brookton Garage Sale Trail Program over the next three years.*

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

## 13.04.19.02 COMMUNITY CHEST FUND APPLICATION – INDIVIDUAL DONATION

<b>File No:</b>	ADM 0660
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	Mr Thomas Copping
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Rhiannon Coad – Community Liaison Officer
<b>Authorising Officer:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Declaration of Interest:</b>	The author has no interest in this item
<b>Voting Requirements:</b>	Simple
<b>Previous Report:</b>	N/A

### **Summary of Item:**

This report relates to the application made by Mr Thomas Copping for the Community Chest Fund – Individual Donation as he will be representing Brookton and WA in the 2019 Multi-Disability Lawn Bowls National Championships in Mackay, QLD.

Mr Copping is seeking Council’s consideration for a full donation of \$500.00 as afforded under the Community Chest Fund.

### **Description of Proposal:**

As above.

### **Background:**

The Council has recently adopted a Community Funding and Donations Policy 2.34 as it recognises that community funding provides a significant opportunity to work collaboratively with local community groups, not-for-profit groups and individuals to facilitate and deliver projects and/or activities that have a number of community benefits, such as social inclusion and strengthen connections within the Shire.

The section of the Policy ‘Community Donations – Individual Donation’ allows a maximum of \$500.00 cash per financial year per individual. In accordance with the policy this funding can be used for travel or program attendance fees associated with participation in State, National or International representation in sport, arts, music or cultural programs. However, the Policy does stipulate that documented evidence of costs must be presented to the Shire as part of the application.

In this regard Mr Copping’s application is premised on his representation of Brookton as a member of the All Abilities WA team at the 2019 Multi-Disability Lawn Bowls National Championships in Mackay, QLD in May. The Multi-Disability Championships provides players with disabilities (hearing impaired/deaf, intellectual, physical and/or vision impaired/blind) with the opportunity to compete at a national level and represent their respective states and towns. The application to Council is to obtain funding assistance to cover travel (including domestic flights) and accommodation costs.

### **Consultation:**

There has not been any consultation in relation to Mr Copping’s application.

### **Statutory Environment:**

Council is able to offer a donation or afford a financial grant through the adopted budget and policy framework for the Community Chest Fund which have been endorsed under the relevant provisions of the *Local Government Act 1995*.

### **Relevant Plans and Policy:**

Policy 2.34 – Community Funding and Donations is applicable to this application, with assessment against the relevant selection criteria for an ‘Individual Donation’ detailed below:

#### *SELECTION CRITERIA (extracted from the Policy)*

- 2. The person is an individual person permanently residing in the Shire of Brookton municipality or an individual boarding at school outside of Brookton whose family still permanently resides in the Shire of Brookton municipality.*  
Mr Copping resides in Brookton.
- 3. The demonstrated positive contribution the project or organisation will make to the community.*  
Having a Brookton resident representing the state is fantastic for the town and shows that local sporting clubs are producing high quality players. It also shows that Mr Copping, whose disabilities are a result of an accident, has been able to continue as an active member of the Brookton community and participate locally and outside of Brookton in his chosen sport. Mr Copping acknowledges the support he has received from the Brookton community since his accident.
- 4. The applicant certifies within the application that they are authorised to apply for the Shire of Brookton support and to represent the applicant organisation or individual.*  
Mr Copping has provided certification to this effect within the application.
- 5. The applicant certifies that the information provided in the application is true and correct and can provide evidence upon request.*  
Mr Copping has provided certification to this effect within the application.
- 6. Sufficient financial information has been provided to clearly identify the full project budget and the items on which the funding will be spent.*  
The requested Community Chest donation of \$500 will form a contribution to the total cost of the tournament of \$1,639.19 of which Mr Copping will cover the balance.

On merit it is assessed that Mr Copping meets the required funding criteria for an Individual Donation.

Additionally, the Policy under Section C. states:

#### ***C. Recognition of Shire of Brookton support***

*The Shire of Brookton must be recognised for the support provided for all Annual Grants, Matched Funding Grants and Community Donations. Recognition requirements for all funding programs must be detailed to the Shire as part of the application process.*

In consideration of this requirement Mr Copping is unable to show Shire sponsorship at the tournament as uniforms and sponsorship are set by Bowls Western Australia. However, he is prepared to place an article in the in the Brookton Telegraph with recognition of sponsorship from the Shire.

#### **Financial Implications:**

An allocation of \$20, 000 for the Community Chest Fund has been provided in the 2018/19 municipal budget.

Should Council endorse Mr Copping’s request a balance of \$6,000.00 excl. GST will remain and be



available through application from other groups and individuals in the Brookton community.

**Risk Assessment:**

N/A

**Community & Strategic Objectives:**

This proposal relates to:

1. The BROOKTON Strategic Community Plan <2027 and aligns to the following objectives of the BROOKTON 20:
  3. Social Innovation
  9. Community Engagement
2. The delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the application for a funding donation aligns to:

*Function 24 Community Support*

*Action 24.1 – Support seniors, youth, culture, sport / recreation group activities*

**Comment:**

Having a Brookton resident representing Western Australia at a national tournament is a great achievement that is worthy of recognition, and by sponsoring Mr Copping, Council in representing the local community is demonstrating support of Mr Copping’s achievement. Furthermore, it is clear that Mr Copping’s application aligns to the intent of Individual Donations section of Policy 2.34 – Community Funding and Donations.

**OFFICER’S RECOMMENDATION**

*That Council in relation to the application from Mr Thomas Copping under Council Policy 2.34 – Community Funding and Donations:*

- a) *Formally acknowledge Mr Copping’s achievement in being selected to represent Western Australia as a member of the All Abilities WA Lawn Bowls team competing in Multi-Disability Lawn Bowls National Championships in Mackay in May 2019.*
- b) *Grant approval for a \$500 (excl. GST) donation from the Community Chest Fund to be used as part payment towards travel and accommodation expenses for Mr Copping’s lawn bowls tournament, subject to:*
  - i. *The expenditure of the funds being accounted for through the submission of receipts to the Shire Administration within 30 days of the tournament concluding;*
  - ii. *The public recognition of the donation in the Brookton Telegraph or similar.*

**Attachments**

***Attachment 13.04.19.02A – Community Chest Fund Application – Mr Thomas Copping***

***Attachment 13.04.19.02B – Receipt and Payment Information – Mr Thomas Copping***

**COUNCIL RESOLUTION**

**MOVED CR MILLS SECONDED CR EYRE**

***That Council in relation to the application from Mr Thomas Copping under Council Policy 2.34 – Community Funding and Donations:***

- a) Formally acknowledge Mr Copping’s achievement in being selected to represent Western Australia as a member of the All Abilities WA Lawn Bowls team competing in Multi-Disability Lawn Bowls National Championships in Mackay in May 2019.***
  
- b) Grant approval for a \$500 (excl. GST) donation from the Community Chest Fund to be used as part payment towards travel and accommodation expenses for Mr Copping’s lawn bowls tournament, subject to:***
  - i. The expenditure of the funds being accounted for through the submission of receipts to the Shire Administration within 30 days of the tournament concluding;***
  - ii. The public recognition of the donation in the Brookton Telegraph or similar.***

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

Return by 5<sup>th</sup> April:

Received on

01 APR 2019

Sheriff's Office



## Community Chest Fund Application Form

Post your completed application to:

**PO Box 42, Brookton, WA 6306**

Or deliver to:

**Shire of Brookton, 14 White Street, Brookton**

Alternatively email your application to:

**[Mail@Brookton.wa.gov.au](mailto:Mail@Brookton.wa.gov.au)**

# Community Chest Fund

## Application Form

NAME OF ORGANISATION: personal  
CONTACT PERSON: Thomas Copping  
POSITION: \_\_\_\_\_  
PHONE: 08 96421124 FAX: 96421124  
MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
IS YOUR ORGANISATION INCORPORATED?  YES  NO

NAME OF PROJECT OR EVENT: Multi-Disability Lawn Bowls National  
ESTIMATED START DATE: 18<sup>th</sup> to 26<sup>th</sup> May 2019 Championships  
ESTIMATED COMPLETION DATE: \_\_\_\_\_  
REQUESTED COMMUNITY CHEST FUNDS: \$500.

### 1. BRIEF DESCRIPTION OF PROJECT/EVENT:

Thomas represented Brookton in the  
All-Abilities WA State Championships in  
March 2019, he won the doubles and this  
now enables him to represent Brookton and  
WA in the National Championships.  
see attached

### 2. WHAT WILL THE COMMUNITY CHEST FUNDS PURCHASE?

Funds will go towards airfare and  
accomodation,  
Event is in ~~the~~ Mackay, Queensland  
copy attached

### 3. HOW WILL YOUR PROJECT/EVENT BENEFIT THE BROOKTON COMMUNITY?

Thomas is a local young man who recently had a tragic accident and the community have rallied around and supported him. His "get on with it attitude" has inspired others.

### 4. HOW WILL THE PROJECT/EVENT BE ADVERTISED AND PROMOTED?

Thomas will acknowledge support in the Local Telegraph paper when he returns.  
NB - Front page re win in WA State Championships

### 5. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

*It is a requirement of funding that the words "Sponsored by the Shire of Brookton" and the Shire's logo be displayed at your project/event.*

Please advise the ways you will be able to acknowledge the Shire of Brookton's sponsorship:

- Display "Shire of Brookton" Logo: on your website and posters, in newspaper advertisements, on event signage, programs and flyers.
- Display the "Shire of Brookton" flag or banner at your event if possible. (Available from the Shire).
- Verbal announcements at the project/event.
- Other. Local Papers



**6. BUDGET ESTIMATES**

NAME OF ORGANISATION: \_\_\_\_\_

NAME OF PROJECT/EVENT: \_\_\_\_\_

<b>INCOME</b>	<b>\$</b>	<b>EXPENDITURE</b>	<b>\$</b>
Applicant's cash contributions		Materials	
Sponsorship		Labour	
Donations in cash		Hire of Equipment	
Other grants		Office/Administration	
Catering Sales		Venue hire	
Fees and Charges e.g. stalls		Advertising	
Gate/Door entry fees		Catering Costs	
		Entertainment	
Other Income (Please List)		Other Expenditure (Please List)	
Total of Community Chest Funds requested in cash*			
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
<b>TOTAL INCOME</b>		<b>TOTAL EXPENDITURE</b>	

**YOUR INCOME MUST EQUAL YOUR EXPENDITURE**

**7. DID YOUR ORGANISATION RECEIVE THE COMMUNITY CHEST FUNDING IN 2017/2018?**

YES       NO

IF YES, WHAT WAS THE AMOUNT OF THE FUNDING? \_\_\_\_\_

**8. PLEASE LIST BELOW ANY IN-KIND CONTRIBUTIONS IF APPLICABLE (e.g. volunteer or donated labour, materials etc.) HOWEVER, DO NOT INCLUDE IN YOUR BUDGET ABOVE.**

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**9. FUNDING CONDITIONS:**

- I. The grant funds will be expended on the agreed project only.
- II. The Shire of Brookton's support of the project will be acknowledged in any advertising or promotional activities related to the project.
- III. Two invitations will be sent to the Shire of Brookton for your event or project.
- IV. The project will conform to all relevant Bylaws and Acts in force at the time.
- V. Any unexpended grant funds will be returned to the Shire of Brookton.
- VI. The funds must be expended and acquitted by 30<sup>th</sup> June of the financial year in which they are received.
- VII. Invoices and receipts for the expenditure of the Community Chest funds must be provided to Council within three months of the completion of your project/event along with a brief report on your event or project which includes copies of any advertisements, posters, programmes or newspaper coverage.

**PLEASE ENSURE YOU HAVE READ THE ABOVE GRANT CONDITIONS BEFORE SIGNING BELOW:**

NAME OF ORGANISATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ORGANISATION POSTAL ADDRESS: \_\_\_\_\_

ORGANISATION'S ABN: \_\_\_\_\_

REGISTERED FOR GST?     YES     NO

Our organisation agrees to comply with the funding conditions set out above. I declare that I have been authorised to prepare and submit this application, and that the information presented is correct to the best of my knowledge. I understand that if Council approves the application, we will abide by the funding conditions set out above.

PRINT NAME: Thomas Copping

POSITION: \_\_\_\_\_

SIGNATURE: Thomas Copping

DATE: 2-4-19

2019 Multibowl National Championships - TEAM ENTRY PACK

# 2019 MULTI-DISABILITY LAWN BOWLS NATIONAL CHAMPIONSHIPS

TEAM ENTRY PACK

Received on

8 1 APR 2019



Sunday, 19 – Friday, 24 May 2019

Souths Suburban Bowls Club, Mackay, QLD



DISABILITY  
SPORTS  
AUSTRALIA



*We are very excited to invite you to submit a team for the 2019 Multibowl National Championships to be held at Souths Suburban Bowls Club from May 19 – 24 2019.*

**TEAM REGISTRATION FORMS**

**FORM E: INDIVIDUAL REGISTRATION FORM**

Name	Thomas Alfred COPPING			
Address	Lot 5937 Great Southern Highway			
Suburb	(PO Box 115) BROOKTON			
State	WA			
Postcode	6306			
Daytime Phone	96421124			
Mobile Phone	0429400777			
Date of Birth	04 October (10) 1984			
Type of Disability	physical			
Date of Disability	7-5-2017			
Classification	B7 B8			
Date Classified	16-3-2017			
Level of Classification	<input type="radio"/>	Temporary/Technical	<input type="radio"/>	National
	<input type="radio"/>	International	<input type="radio"/>	Unclassified
Do you require a new classification?*	<input type="radio"/>	Yes	<input type="radio"/>	No
Do you require a classification review?	<input type="radio"/>	Yes	<input type="radio"/>	No
Are you an everyday wheelchair user?	<input type="radio"/>	Yes	<input type="radio"/>	No
Meal Requirements?	<input type="checkbox"/>	I am a vegetarian		
	<input checked="" type="checkbox"/>	I have dietary restrictions (please specify)	milk free	
	<input type="checkbox"/>	I have food allergies (please specify)		

\* Please note, no new classifications will be undertaken during the 2019 Multibowl unless under exceptional circumstances. If you wish to discuss further, please contact Kelsey at [kelsey@sports.org.au](mailto:kelsey@sports.org.au) or +61 2 8736 1221.

The following Registration Pack consists of the following:

**Team and Individual Registration Forms – DUE BY FRIDAY 22 MARCH 2019**

All teams are now invited to complete and submit their TEAM & INDIVIDUAL REGISTRATION FORMS by close of business Friday, 22 March 2019 to Disability Sports Australia Manager – Sport and Event Operations, Kelsey Singh at [kelsey@sports.org.au](mailto:kelsey@sports.org.au).

**Team Entry Fee – DUE BY MONDAY 8 APRIL 2019**

The final fee will be calculated at \$270.00 (exclusive of GST) per person for players and \$220.00 (exclusive of GST) for team staff. An invoice will be prepared based on the team entry list submitted with the event pack.

Teams will be responsible for their flights, accommodation, and ground transport.

**All enquiries to Kelsey Singh: [kelsey@sports.org.au](mailto:kelsey@sports.org.au) or +61 2 8736 1221**



## E-Ticket, Itinerary, Receipts and Tax Invoice

### Guest Information

<b>TICKET NUMBER</b>	7952154813025
<b>GUEST NAME</b>	COPPING/THOMAS ALFRED MR
<b>NAME REF</b>	ADT
<b>ISSUE DATE</b>	21MAR2019
<b>ISSUING AIRLINE</b>	VIRGIN AUSTRALIA
<b>ISSUING AGENT</b>	VIRGIN AUSTRALIA ITINERARY/SSW

### Reservation Number

TQZNTN

### Itinerary Details

FLIGHT	DEPART	ARRIVE	CABIN CLASS / SEAT	INCLUDED BAGGAGE	TICKET INFO
VA 465 Ok to fly	PERTH, AUSTRALIA (PER) TERMINAL 1 - INTL/DOM  17/May/2019 7:00am	BRISBANE, AUSTRALIA (BNE) DOMESTIC  17/May/2019 1:25pm	Economy 21F (Confirmed)	1PC	Fare Basis: QZE0E Not Valid Before: 17 May Not Valid After: 17 May
VA 464 Ok to fly	BRISBANE, AUSTRALIA (BNE) DOMESTIC  26/May/2019 9:10am	PERTH, AUSTRALIA (PER) TERMINAL 1 - INTL/DOM  26/May/2019 12:55pm	Economy 19F (Confirmed)	1PC	Fare Basis: QZE0E Not Valid Before: 26 May Not Valid After: 26 May

### Receipt And Tax Invoice Details

<b>Fare</b>	AUD 653.92
<b>Taxes/Fees/Carrier-Imposed Charges</b>	AUD 70.00 UO2 (Taxes) AUD 11.64 WG (International Safety And Security Charge) AUD 17.22 QR (Head Tax) AUD 17.22 QR2 (Head Tax)
<b>Fare Calculation Line</b>	PER VABNE326.96VA PER326.96AUD653.92END
<b>Endorsement / Restrictions</b>	NONREF/RESTRICTIONS APPLY/NONEND/PENALTIES APPLY
<b>Form of Payment</b>	Credit Card - Mastercard : XXXXXXXXXXXX 5646
<b>Total/Transaction Currency</b>	<b>AUD 770.00</b>

### Other Charges

<b>PAYMENT SURCHARGE DOM DC #</b>	AUD 5.91
<b>7951505634106</b>	
<b>GST</b>	AUD 0.59
<b>Form of Payment</b>	Credit Card - Mastercard : XXXXXXXXXXXX 5646
<b>Total</b>	AUD 6.50
<b>Total Fare and Other Charges</b>	<b>AUD 776.50</b>
<b>GST included in this transaction</b>	<b>AUD 70.59</b>

Hi 2019 Multibowl Team –

As you know we have confirmed our airfare, in addition I have rented an 8 seater Kia (or equivalent) through Thrifty for the trip, and our accommodation will be at White Lace Motor Inn (around the corner from Souths Suburban Club and the closest accommodation by far). I was able to reduce the rates advertised since we are staying 9 nights to \$120 per room per night for a Queen + Single room. This comes out to \$540 per person (AND includes a light breakfast so that will reduce eating out costs) for a 9 day stay and each person has their own room.

1. Steve Murray & Greg Power

Thomas & Alfred Copping

1 Let me know if you have any questions – I sent off the Team registration to DSA today ☐ BTW – Alfred – I didn't get a ticket for an extra wind-up dinner ticket as I believe it will be easier to pay when we arrive, as you do not pay an entry fee that includes lunches. This will be your own responsibility.

2

3 Next on my agenda is ordering uniforms for Greg and Thomas – if you could send me your sizing when you can that would be great (I am wondering if it wouldn't be Medium for both?). Each player will receive:

4

1. 2 Playing Tops

2. 2 Playing Bottoms (either both pants, both shorts, or one of each)

3. 1 Playing Vest

1 Cap (Greg has his already, so it will only be for Thomas)

**Denise McMillan**  
**Inclusive Practices & High Performance**  
**BOWLS WA**  
A 158 Main Street, Osborne Park 6017  
P 9340 0800  
M 0449 619 841  
E [denise@bowlswa.com.au](mailto:denise@bowlswa.com.au)  
W [www.bowlswa.com.au](http://www.bowlswa.com.au)

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## 14.04.19 FINANCE & ADMINISTRATION REPORT

### 14.04.19.01 LIST OF ACCOUNTS FOR PAYMENT

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Corinne Kemp – Corporate Business Officer (Finance/HR)
<b>Authorising Officer:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Declaration of Interest:</b>	The author has no financial interest in this matter.
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	21/03/2019

#### **Summary of Item:**

The list of accounts for payment to 31<sup>st</sup> March 2019 are presented to Council for inspection.

#### **Description of Proposal:**

To approve the account for payment.

#### **Background:**

In accordance with *Local Government (Financial Management) Regulations 1996 Clause 13 (1)* schedules of all payments made through Council's bank accounts are presented to Council for inspection. Please refer to the separate attachment.

#### **Consultation:**

N/A

#### **Statutory Environment:**

Local Government (Financial Management) Regulations 1996; Clause 13 – List of Accounts.

#### **Relevant Plans and Policy:**

Policy No. 4.4 of the Council Policy Manual states that the Chief Executive Officer is authorized to arrange purchase of specific items in the budget, which do not require calling tenders, providing that it is within the approved budget.

#### **Financial Implications:**

There are no financial implications relevant to this report.

#### **Risk Assessment:**

No risks identified as this is an operational reporting requirement.

#### **Community & Strategic Objectives:**

This activity is contained in the Corporate Compendium.

#### **Comment**

Totals of all payments from each of Councils bank accounts are listed below. The payment schedule is provided to Councillors separately and not published on the Shire of Brookton website to mitigate against the potential of fraudulent activity that can arise from this practice. Members of the public can

obtain the schedule from the Shire of Brookton Administration Office.

To 31<sup>st</sup> March 2019

**Municipal Account**

Direct Debits	\$106,433.31
EFT	\$395,202.14
Cheques	\$31,213.46
<b>Trust Account</b>	<b>\$0.00</b>

**OFFICER'S RECOMMENDATION**

*That with respect to the list of accounts for payment, Council: note the payments authorized under delegated authority and detailed below and in the List of Accounts 31<sup>st</sup> March 2019.*

To 31<sup>st</sup> March 2019

**Municipal Account**

Direct Debits	\$106,433.31
EFT	\$395,202.14
Cheques	\$31,213.46
Trust Account	\$0.00

**Attachments**

**Attachment 12.04.19.01**

**Members of the public can obtain the schedule from the Shire of Brookton Administration Office.**

**OCM 04.18-06**

**COUNCIL RESOLUTION**

**MOVED CR WALKER      SECONDED CR MILLS**

*That with respect to the list of accounts for payment, Council: note the payments authorized under delegated authority and detailed below and in the List of Accounts 31<sup>st</sup> March 2019.*

To 31<sup>st</sup> March 2019

**Municipal Account**

Direct Debits	\$106,433.31
EFT	\$395,202.14
Cheques	\$31,213.46

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**14.04.19.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MARCH 2019**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	Shire of Brookton
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Kelly D’Arcy –Corporate Business Officer (Compliance) Lois Salkilld – Corporate Business Officer (Finance)
<b>Authorising Officer:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Declaration of Interest:</b>	The authors have no financial interest in this matter
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	There is no previous meeting reference

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**Summary of Item:**

The Statement of Financial Activity for the period ended 31 March 2019 is presented to Council.

**Description of Proposal:**

That Council receives the Statement of Financial Activity for the period ended 31 March 2019 as presented.

**Background:**

In accordance with regulation 34 of the *Local Government (Financial Management) Regulations 1996*, the Shire is to prepare a monthly Statement of Financial Activity for approval by Council.

**Consultation:**

Reporting officers receive monthly updates to track expenditure and income.

**Statutory Environment:**

Section 6.4 of the *Local Government Act 1995*.

Regulation 34 of the *Local Government (Financial Management) Regulations 1996*.

Section 6.8 of the *Local Government Act 1995*

**Relevant Plans and Policy:**

There is no Council Policy relevant to this issue.

The Next Generation Brookton Corporate Compendium (May 2018) - Finance Activities.

**Financial Implications:**

The Budget is regularly monitored on at least a monthly basis, by the CEO, Deputy CEO, Corporate Business Officer (Compliance & Finance). Responsible Officers are also required to review their particular line items for anomalies each month, with a major review required by law, between 1 January and 31 March of each year pursuant to the *Local Government (Financial Management) Regulations 1996* (Regulation 33A).

**Risk Assessment:**

No risk identified as this is a reporting statement only in accordance with the regulations.

**Community & Strategic Objectives:**

Responsible financial management is critical to deliver on the Strategic Community Plan.

The Corporate Business Plan determines the local government’s resource allocations which form the construction of the Annual Budget. The financial statements thus measure performance against the



Corporate Business Plan by providing comparatives against the Annual Budget.

**Comment**

The Monthly Financial Report has been prepared in accordance with statutory requirements.

**OFFICER'S RECOMMENDATION**

*That Council receive the Monthly Statements of Financial Activity for the period ending 31 March 2019 as presented in Attachment 14.04.19.02*

**Attachments**

**Attachment 14.04.19.02**

**OCM 04.18-07**

**COUNCIL RESOLUTION**

**MOVED CR FANCOTE      SECONDED CR MILLS**

*That Council receive the Monthly Statements of Financial Activity for the period ending 31 March 2019 as presented in Attachment 14.04.19.02*

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**Shire of Brookton**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 31 March 2019**

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**Shire of Brookton  
Monthly Reporting Model  
Base Input Data**

**General User Input**

Local Government Name  
 Last Year (-2)  
 Last Year (-1)  
 Current Year  
 Current Reporting Period  
 Start of Current Financial Year  
 End of Financial Year

**Data to appear in the Report**

<b>Shire of Brookton</b>	
<b>2016-17</b>	
<b>2017-18</b>	
<b>2018-19</b>	
<b>For the Period Ended 31 March 2019</b>	
<b>01-Jul-18</b>	
<b>30-Jun-19</b>	

**Material Threshold**

Material Amount Income  
 Material Amount Expenditure  
 Material Percentage Income  
 Material Percentage Expenditure

<b>\$10,000</b>	
<b>\$10,000</b>	
<b>10.00%</b>	
<b>10.00%</b>	

**Material Variances Symbol**

Above Budget Expectations  
 Below Budget Expectations

<b>▲</b>	
<b>▼</b>	

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data**

**Statement of Financial Activity**

Month	Operating Expenses		Operating Revenue		Capital Expenses		Capital Revenue	
	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19
Jul	769,232	612,509	473,925	677,474	313,560	26,968	124,436	4,369
Aug	1,522,518	1,055,862	1,056,166	1,446,694	627,119	27,654	248,873	4,369
Sep	2,378,662	2,532,956	1,544,365	2,153,293	964,382	30,567	375,059	4,369
Oct	3,086,214	3,475,179	2,068,446	2,790,540	1,295,827	865,984	555,064	182,576
Nov	3,906,757	4,223,376	2,674,472	3,363,107	1,619,784	966,199	683,375	192,351
Dec	4,955,101	4,944,994	3,211,952	4,025,286	1,943,741	1,052,003	815,187	192,351
Jan	5,704,405	5,845,064	3,691,203	4,185,839	2,267,698	1,321,635	944,081	196,847
Feb	6,456,560	6,620,137	4,226,007	4,745,090	2,664,526	1,378,908	1,102,370	196,847
Mar	7,268,609	7,140,113	4,669,326	5,135,671	2,997,592	1,517,462	1,240,166	196,847
Apr								
May								
Jun								

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data (Cont.)**

**Note 3 - Net Funding Current Position**

<b>Month</b>	<b>Actual 2016-17 \$('000s)</b>	<b>Actual 2017-18 \$('000s)</b>	<b>Actual 2018-19 \$('000s)</b>
Jul	267,469	907,333	1,207,105
Aug	3,164,854	3,295,912	4,051,835
Sep	3,435,041	3,637,304	3,520,526
Oct	1,972,833	2,372,296	2,805,542
Nov	2,372,945	2,381,438	2,781,753
Dec	1,584,583	2,034,219	2,887,488
Jan	1,758,100	1,808,505	2,133,457
Feb	1,831,612	1,794,385	2,086,564
Mar	1,584,583	2,034,219	1,818,615
Apr			
May			
Jun			

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data (Cont.)**

**Note 4 - Rates and Rubbish Collection History**

<b>Month</b>	<b>Last Year 2017-18 %</b>	<b>This Year 2018-19 %</b>
Jul	21	25
Aug	14	-0
Sep	72	28
Oct	72	78
Nov	83	83
Dec	83	84
Jan	91	91
Feb	91	92
Mar	93	96
Apr		
May		
Jun		

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 March 2019**

	Note	Adopted Annual Budget	Amended Budget - Dec OCM	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
<b>Operating Revenues</b>		\$		\$	\$	\$	%	
Governance		11,550	16,399	15,129	19,859	4,730	31.27%	
General Purpose Funding		625,727	710,877	503,070	1,007,410	504,340	100.25%	▲
Law, Order and Public Safety		20,000	20,000	14,991	12,801	(2,190)	(14.61%)	
Health		1,300	1,300	1,169	808	(361)	(30.85%)	
Education and Welfare		4,429,822	4,495,238	3,379,756	3,294,868	(84,888)	(2.51%)	
Housing		81,696	81,696	61,272	70,824	9,552	15.59%	
Community Amenities		391,933	391,933	293,940	388,638	94,698	32.22%	▲
Recreation and Culture		41,882	43,002	32,503	38,422	5,919	18.21%	
Transport		574,593	604,546	302,273	239,203	(63,070)	(20.87%)	▼
Economic Services		50,430	50,430	37,809	33,475	(4,334)	(11.46%)	
Other Property and Services		36,560	36,560	27,414	29,361	1,947	7.10%	
<b>Total (Excluding Rates)</b>		<b>6,265,493</b>	<b>6,451,981</b>	<b>4,669,326</b>	<b>5,135,671</b>	<b>466,345</b>	<b>9.99%</b>	
<b>Operating Expense</b>								
Governance		(505,146)	(531,044)	(395,211)	(305,408)	89,803	(22.72%)	
General Purpose Funding		(206,116)	(206,116)	(146,536)	(125,104)	21,432	(14.63%)	
Law, Order and Public Safety		(172,331)	(180,331)	(90,166)	(122,917)	(32,751)	36.32%	
Health		(80,802)	(79,565)	(42,596)	(44,505)	(1,909)	4.48%	
Education and Welfare		(3,874,446)	(4,434,515)	(3,332,683)	(3,108,315)	224,368	(6.73%)	
Housing		(241,994)	(241,994)	(183,953)	(116,820)	67,133	(36.49%)	
Community Amenities		(481,624)	(492,754)	(377,896)	(277,842)	100,054	(26.48%)	
Recreation and Culture		(1,012,065)	(1,015,690)	(745,355)	(628,340)	117,015	(15.70%)	
Transport		(2,430,797)	(2,435,892)	(1,810,950)	(2,095,275)	(284,325)	15.70%	
Economic Services		(175,834)	(170,697)	(126,595)	(104,989)	21,606	(17.07%)	
Other Property and Services		(28,970)	(28,970)	(16,668)	(210,598)	(193,930)	1163.48%	▼
<b>Total</b>		<b>(9,210,125)</b>	<b>(9,817,568)</b>	<b>(7,268,609)</b>	<b>(7,140,113)</b>	<b>128,496</b>	<b>1.77%</b>	
<b>Funding Balance Adjustment</b>								
Add back Depreciation		2,109,945	2,109,945	1,582,459	1,962,895	380,436	24.04%	▲
Adjust (Profit)/Loss on Asset Disposal	6	765	(2,384)	(1,788)	(3,149)	(1,361)		
Adjust (Profit)/Loss on Asset Revaluation		0	0	0	0	0		
Movement in Non Cash Provisions		0	0	0	0	0		
<b>Net Operating (Ex. Rates)</b>		<b>(833,922)</b>	<b>(1,258,026)</b>	<b>(1,018,612)</b>	<b>(44,696)</b>	<b>973,916</b>	<b>(95.61%)</b>	
<b>Capital Revenues</b>								
Proceeds from Disposal of Assets	6	65,000	106,818	80,114	41,818	(38,295)	0.00%	
Self-Supporting Loan Principal		28,754	28,754	21,566	18,640	(2,926)	(13.57%)	
Transfer from Reserves	5	1,464,483	1,517,983	1,138,487	136,389	(1,002,098)	(88.02%)	▼
<b>Total</b>		<b>1,558,237</b>	<b>1,653,555</b>	<b>1,240,166</b>	<b>196,847</b>	<b>(1,043,319)</b>		
<b>Capital Expenses</b>								
Land and Buildings	6	(960,000)	(960,000)	(720,000)	(66,407)	653,593	(90.78%)	
Plant and Equipment	6	(357,000)	(405,485)	(304,113)	(111,619)	192,494	(63.30%)	
Furniture and Equipment	6	(75,000)	(69,000)	(51,750)	0	51,750	(100.00%)	
Infrastructure Assets - Roads & Bridges	6	(922,686)	(1,002,664)	(751,998)	(320,110)	431,888	(57.43%)	
Infrastructure Assets - Sewerage	6	(10,000)	(10,000)	(7,500)	(522)	6,978	(93.04%)	
Infrastructure Assets - Parks	6	0	0	0	0	0	0.00%	
Repayment of Debentures	7	(138,653)	(138,653)	(103,990)	(131,234)	(27,244)	26.20%	
Transfer to Reserves	5	(1,394,190)	(1,410,988)	(1,058,241)	(887,571)	170,670	(16.13%)	
<b>Total</b>		<b>(3,857,529)</b>	<b>(3,996,789)</b>	<b>(2,997,592)</b>	<b>(1,517,462)</b>	<b>1,480,130</b>	<b>(49.38%)</b>	
<b>Net Capital</b>		<b>(2,299,292)</b>	<b>(2,343,234)</b>	<b>(1,757,426)</b>	<b>(1,320,615)</b>	<b>436,811</b>	<b>(24.86%)</b>	
<b>Total Net Operating + Capital</b>		<b>(3,133,214)</b>	<b>(3,601,260)</b>	<b>(2,776,038)</b>	<b>(1,365,311)</b>	<b>1,410,727</b>	<b>(50.82%)</b>	
Rate Revenue		2,219,064	2,219,064	2,219,064	2,269,776	50,712	2.29%	
Opening Funding Surplus(Deficit)		914,150	914,150	914,150	914,150	0	0.00%	
<b>Closing Funding Surplus(Deficit)</b>	2	<b>0</b>	<b>(468,046)</b>	<b>357,176</b>	<b>1,818,615</b>	<b>1,461,439</b>		



**Shire of Brookton  
STATEMENT OF FINANCIAL ACTIVITY  
Program by Nature and Type  
For the Period Ended 31 March 2019**

NOTE	2018/19 Adopted Budget \$	2018/19 Amended Budget	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>					
Rates	2,244,064	2,244,064	2,269,064	2,269,776	712
Operating Grants, Subsidies and Contributions	3,770,450	3,885,553	2,933,624	3,332,229	398,605
Fees and Charges	1,685,956	1,710,956	1,264,392	1,481,728	217,336
Interest Earnings	194,748	238,536	168,053	86,202	(81,851)
Other Revenue	68,231	69,351	75,690	71,373	(4,317)
	<b>7,963,449</b>	<b>8,148,460</b>	<b>6,710,823</b>	<b>7,241,308</b>	<b>530,485</b>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>					
Employee Costs	(1,472,174)	(1,474,424)	(1,059,183)	(1,085,061)	(25,878)
Materials and Contracts	(5,172,361)	(5,717,384)	(4,118,142)	(3,733,311)	384,831
Utilities	(164,163)	(161,863)	(128,219)	(102,407)	25,812
Depreciation	(2,109,941)	(2,109,945)	(1,054,971)	(1,962,895)	(907,924)
Interest Expenses	(104,477)	(104,476)	(52,239)	(76,747)	(24,508)
Insurance	(185,489)	(183,626)	(185,489)	(179,651)	5,838
Other Expenditure	(754)	(754)	(191,644)	(41)	191,603
	<b>(9,209,359)</b>	<b>(9,752,472)</b>	<b>(6,789,886.00)</b>	<b>(7,140,113)</b>	<b>(350,227)</b>
	<b>(1,245,910)</b>	<b>(1,604,012)</b>	<b>(79,063)</b>	<b>101,196</b>	<b>180,259</b>
Non-Operating Grants, Subsidies & Contributions	521,106	521,106	390,825	160,990	(229,835)
Profit on Asset Disposals	-	3,149	3,149	3,149	-
Loss on Asset Disposals	(765)	(765)	(567)	-	567
<b>NET RESULT</b>	<b>(725,569)</b>	<b>(1,080,522)</b>	<b>314,344</b>	<b>265,334</b>	<b>(49,009)</b>

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY (Excluding Kalkarni Residential Facility)**  
**Program by Nature and Type**  
**For the Period Ended 31 March 2019**

	2018/19 Adopted Budget \$	2018/19 Amended Budget	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$	Actuals as % of Total
<b>REVENUES FROM ORDINARY ACTIVITIES</b>						
Rates	2,269,064		2,269,064	2,269,776	712	54%
Operating Grants, Subsidies and Contributions	513,370		490,814	992,052	501,238	23%
Fees and Charges	898,695		673,946	806,821	132,874	19%
Interest Earnings	194,749		168,053	86,202	(81,851)	2%
Other Revenue	68,232		75,690	71,373	(4,317)	2%
	3,944,110		3,677,567	4,226,223	548,656	100%
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>						
Employee Costs	(1,461,725)		(1,059,183)	(1,085,061)	(25,878)	26%
Materials and Contracts	(1,347,770)		(1,052,080)	(865,523)	186,556	21%
Utilities	(170,371)		(128,219)	(102,407)	25,812	2%
Depreciation	(2,009,487)		(761,943)	(1,894,711)	(1,132,769)	45%
Interest Expenses	(99,516)		(37,745)	(73,927)	(36,182)	2%
Insurance	(171,716)		(161,387)	(165,880)	(4,493)	4%
Other Expenditure	(275,754)		(191,644)	(41)	191,603	0%
	(5,536,339)		(3,392,201)	(4,187,551)	(795,350)	100%
	(1,592,229)		285,367	38,672	(246,694)	
Non-Operating Grants, Subsidies & Contributions	521,106		390,825	160,990	(229,835)	
Profit on Asset Disposals	-		3,149	3,149	-	
Loss on Asset Disposals	(765)		(567)	-	567	
<b>NET RESULT</b>	(1,071,888)		678,773	202,811	(475,962)	

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 1: MAJOR VARIANCES**

---

**OPERATING REVENUE (EXCLUDING RATES)**

**Governance**

This variance is due to reimbursement of property claim #PR0020214 and good driver rebate for 17/18. along with undbudgeted profit on sale of asset CEO vehicle

**General Purpose Funding**

There are a number of factors that relate to the variance with the main driver being the GPG from the Grants Commission - General & Roads balance B/F from 17/18 for an advance payment received for General & Roads received 18/19

**Law, Order and Public Safety**

Within variance threshold of \$10,000 or 10%

**Health**

Within variance threshold of \$10,000 or 10%

**Education and Welfare**

Within variance threshold of \$10,000 or 10%

**Housing**

Within variance threshold of \$10,000 or 10%

**Community Amenities**

The variance is due to a Budget profile calculated over 12 month for 18/19 Refuse & Sewerage rates - Will self correct

**Recreation and Culture**

Within variance threshold of \$10,000 or 10%

**Transport**

This variance is due to the RRG Grant not yet fully received, will self correct

**Economic Services**

Within variance threshold of \$10,000 or 10%

**Other Property and Services**

Within variance threshold of \$10,000 or 10%

**OPERATING EXPENSES**

**Governance**

Within variance threshold of \$10,000 or 10%

**General Purpose Funding**

Timing issue - expected to self correct

**Law, Order and Public Safety**

Timing issue - expected to self correct

**Health**

Within variance threshold of \$10,000 or 10%

**Education and Welfare**

Within variance threshold of \$10,000 or 10%

**Housing**

Timing issue - expected to self correct

**Community Amenities**

Timing issue - expected to self correct

**Recreation and Culture**

Timing issue - expected to self correct

**Transport**

Timing issue - expected to self correct

**Economic Services**

Timing issue - expected to self correct

**Other Property and Services**

There a number of factors that relate to this variance, but the main driver relates to an employee redundancy payout & plant allocation costs which will be reviewed.

## **CAPITAL REVENUE**

### **Proceeds from Disposal of Assets**

Within variance threshold of \$10,000 or 10%

### **Self-Supporting Loan Principal**

Within variance threshold of \$10,000 or 10%

### **Transfer from Reserves**

A portion of Reserve Transfers will be completed at maturity 02/07/19, the remainder will occur towards the end of the financial year

## **CAPITAL EXPENSES**

### **Land and Buildings**

A portion of capital purchases have been completed, with the remainder expected to be completed in the near future.

### **Plant and Equipment**

Adopted budget for plant not yet fully purchased.

### **Furniture and Equipment**

Adopted budget for F & E not yet fully purchased.

### **Infrastructure Assets - Roads & Bridges**

Commencement of projects underway and expected to be completed in 18/19

### **Infrastructure Assets - Sewerage**

Within variance threshold of \$10,000 or 10%

### **Infrastructure Assets - Parks**

Within variance threshold of \$10,000 or 10%

### **Repayment of Debentures**

The variance relates to the profile calculated over 12 month for 18/19 will self correct.

### **Transfer to Reserves**

Timing issue - expected to self correct

## **OTHER ITEMS**

### **Rate Revenue**

Within variance threshold of \$10,000 or 10%

### **Opening Funding Surplus(Deficit)**

Within variance threshold of \$10,000 or 10%

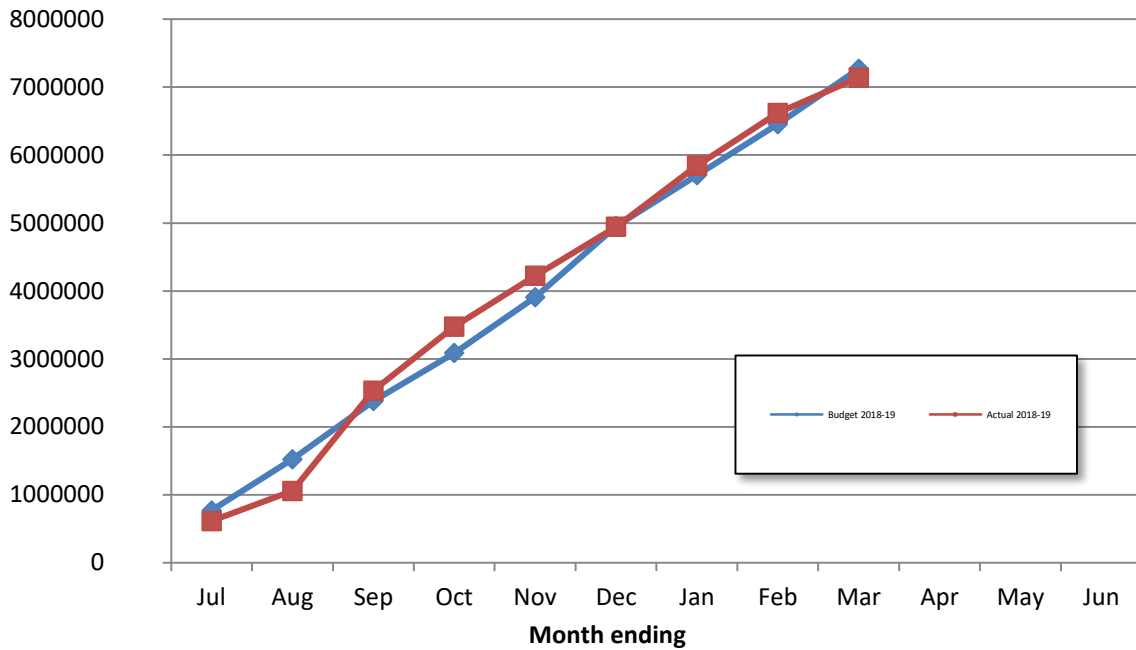
### **Closing Funding Surplus (Deficit)**

Within variance threshold of \$10,000 or 10%

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

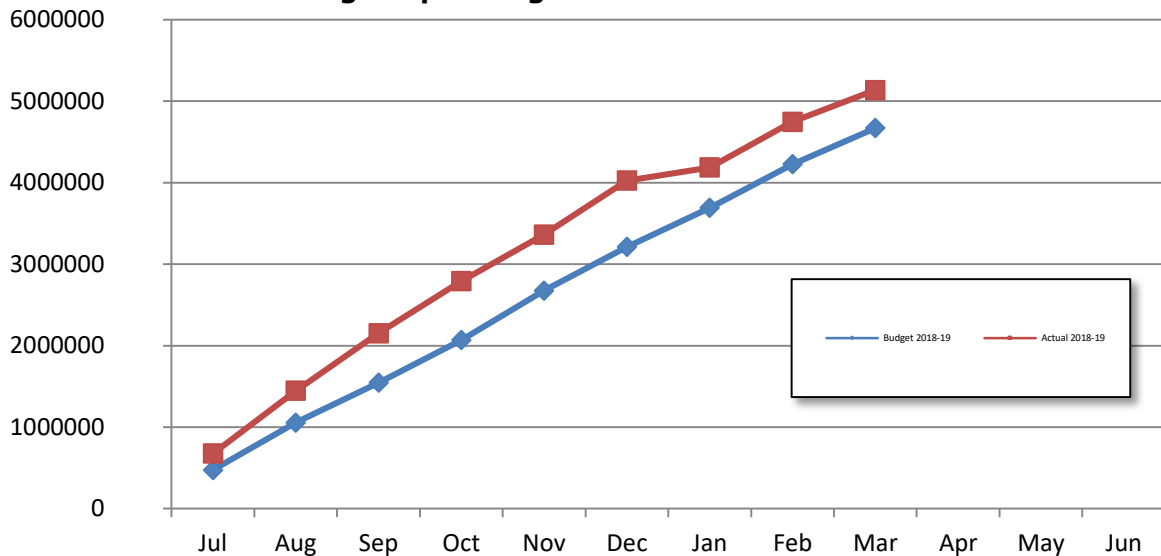
**Note 2 - Graphical Representation - Source Statement of Financial Activity**

**Budget Operating Expenses -v- YTD Actual**



**Comments/Notes - Operating Expenses**

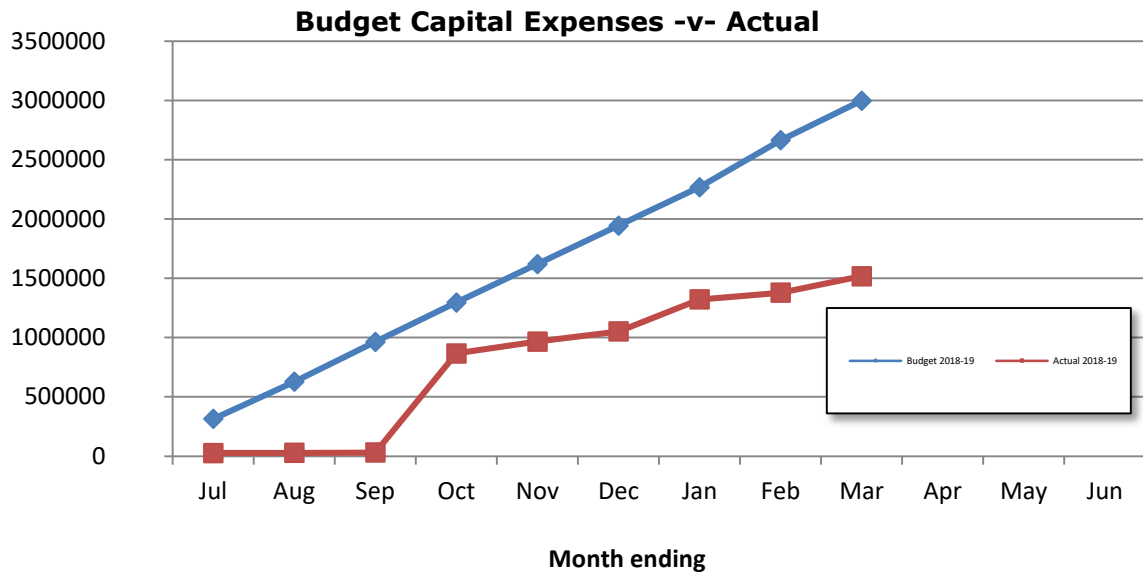
**Budget Operating Revenues -v- Actual**



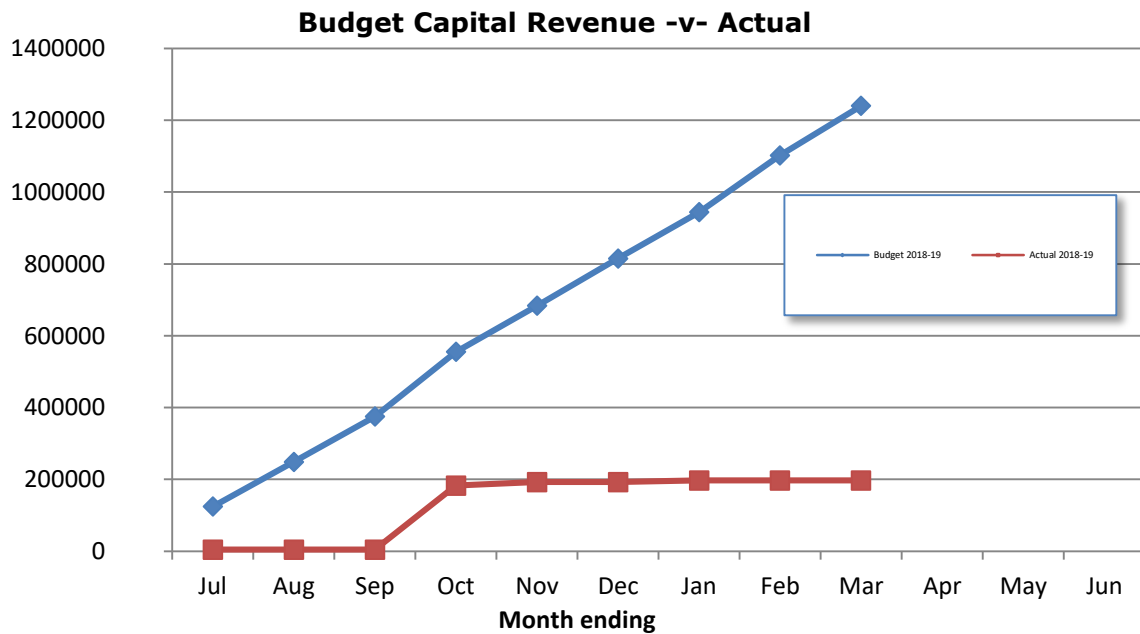
**Comments/Notes - Operating Revenues**

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 1 - Graphical Representation - Source Statement of Financial Activity**



**Comments/Notes - Capital Expenses**



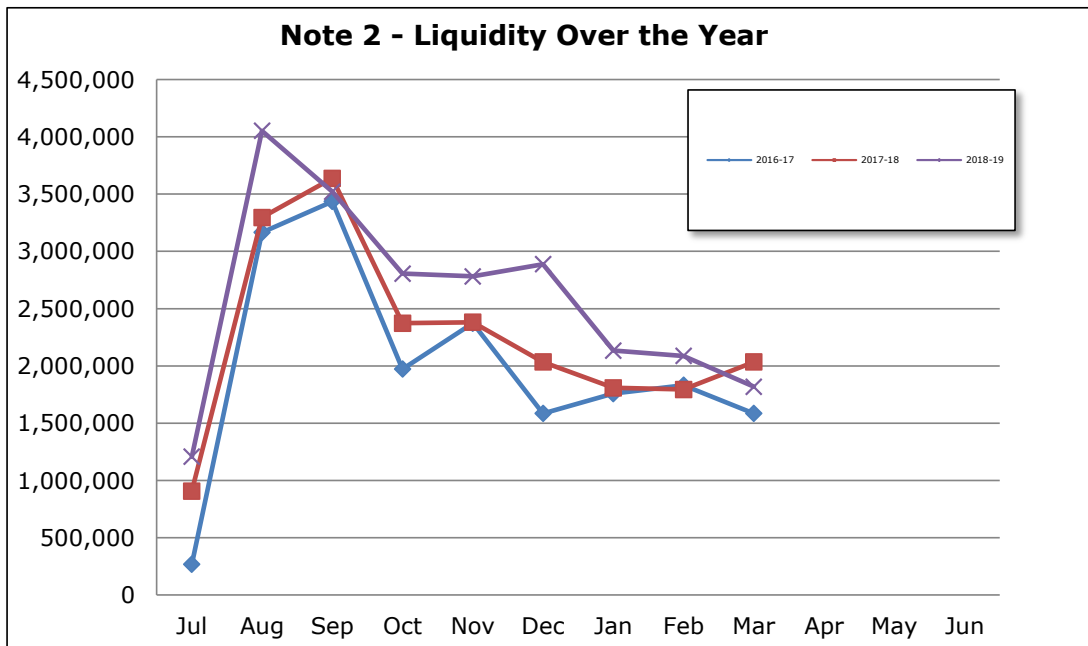
**Comments/Notes - Capital Revenues**



**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 3: NET CURRENT FUNDING POSITION**

Positive=Surplus (Negative=Deficit)				
2018-19				
Note	This Period	Same Period 2017/18	Same Period 2016/17	Surplus C/F 1 July 2018
	\$	\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	1,909,191	2,038,002	1,613,094	1,740,530
Cash Restricted	5,025,777	4,259,065	3,244,209	4,274,596
Receivables	4,146,093	3,476,552	3,132,877	4,375,025
Prepayments & Accruals	0	0	0	0
Inventories	25,673	16,322	16,934	27,394
	<b>11,106,734</b>	<b>9,789,941</b>	<b>8,007,114</b>	<b>10,417,545</b>
<b>Less: Current Liabilities</b>				
Payables and Provisions	(4,262,341)	(3,496,657)	(3,178,322)	(5,228,799)
	<b>(4,262,341)</b>	<b>(3,496,657)</b>	<b>(3,178,322)</b>	<b>(5,228,799)</b>
Less: Cash Restricted	(5,025,777)	(4,259,065)	(3,244,209)	(4,274,596)
<b>Net Current Funding Position</b>	<b>1,818,615</b>	<b>2,034,219</b>	<b>1,584,583</b>	<b>914,150</b>



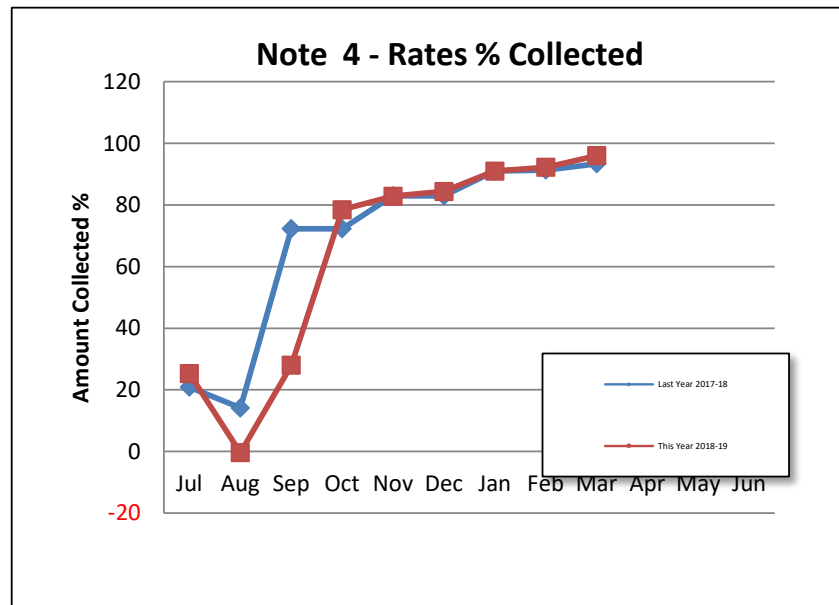
**Comments - Net Current Funding Position**

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 4: RECEIVABLES**

**Receivables - Rates, Sewerage and Rubbish**

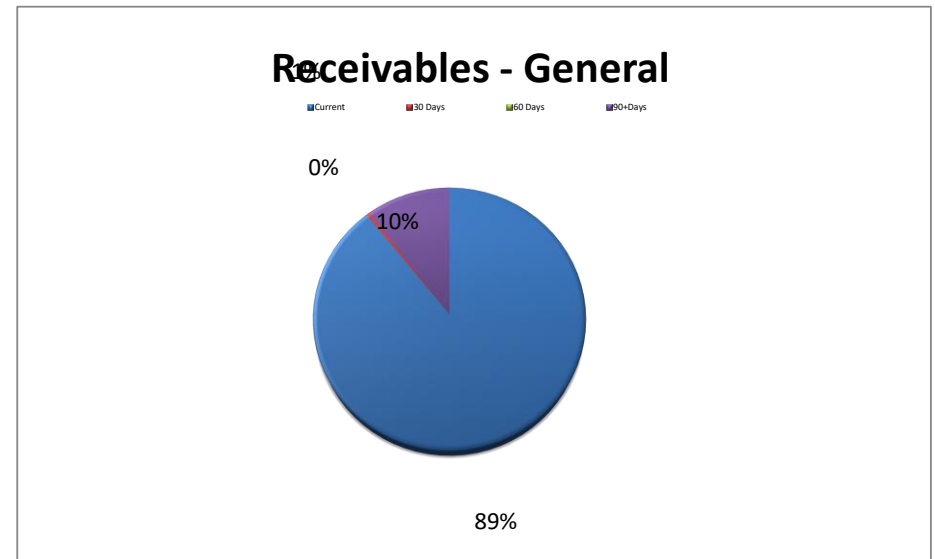
	Current 2018-19	Previous 2017-18
	\$	\$
Opening Arrears Previous Years	53,825	30,159
Rates, Sewerage & Rubbish Levied this year	2,645,503	2,245,204
<u>Less</u> Collections to date	(2,590,986)	(2,107,699)
<b>Equals Current Outstanding</b>	<b>108,342</b>	<b>149,844</b>
<b>Net Rates Collectable</b>	108,342	149,844
% Collected	95.99%	93.36%



Comments/Notes - Receivables Rates, Sewerage and Rubbish

Receivables - General	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
	46,657	224	0	5,397
<b>Total Outstanding</b>				<b>52,278</b>

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 5: Cash Backed Reserves**

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Adopted Budget Transfers In (+)	Amended Budget Oct 18 OCM Transfers In (+)	Actual Transfers In (+)	Adopted Budget Transfers Out (-)	Amended Budget Sept 18, Oct 18 OCM & Nov 18 OCM Transfers Out (-)	Actual Transfers Out (-)	Adopted Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$		\$	\$		\$	\$	\$
Aldersyde Hall Reserve (Not Shire Vested Property)	25,805	619	0	0		0	0	0	0	26,424	25,805
Leave Reserve	0	542	693	114,700		114,700	0	0	0	115,242	115,393
Brookton Heritage/Museum Reserve	41,889	1,096	524	2,500		2,500	0	0	0	45,485	44,913
Caravan Park Reserve	128,429	3,173	1,622	10,000		10,000	0	0	0	141,602	140,051
Cemetery Reserve	22,622	561	335	10,000		10,000	0	0	0	33,183	32,957
Community Bus Reserve	72,166	1,859	920	7,000		7,000	0	0	0	81,025	80,086
Furniture and Equipment Reserve	78,538	2,156	955	0		0	0	0	0	80,694	79,493
Health & Aged Care Reserve	691,647	9,276	8,411	65,000		0	(327,000)	0	0	438,923	700,058
Land & Housing Development Reserve	1,024,906	30,673	14,122	136,389		136,389	(420,000)	0	0	771,968	1,175,417
Kweda Hall Reserve	29,497	798	374	2,500		2,500	0	(15,500)	0	17,295	32,371
Land Development Reserve	136,389	0	0	0		0	(136,389)	0	(136,389)	0	(0)
Madison Square Units Reserve	18,703	467	264	6,000		6,000	0	0	0	25,170	24,967
Municipal Buildings & Facilities Reserve	236,375	5,004	2,874	87,000		0	(74,000)	0	0	254,379	239,249
Plant and Vehicle Reserve	664,198	11,601	8,077	210,000		0	(265,000)	(7,000)	0	613,799	672,275
Railway Station Reserve	29,497	798	880	86,356		86,356	0	0	0	116,651	116,733
Rehabilitation & Refuse Reserve	53,610	1,920	1,026	62,000		62,000	0	0	0	117,530	116,636
Road and Bridge Infrastructure Reserve	432,174	8,689	5,256	70,000		0	(113,094)	0	0	397,769	437,430
Saddleback Building Reserve	52,782	1,294	651	1,500		1,500	0	0	0	55,576	54,933
Sewerage & Drainage Infrastructure Reserve	259,113	6,942	3,766	101,932		101,932	0	0	0	367,987	364,811
Sport & Recreation Reserve	15,663	412	251	10,000		10,000	0	0	0	26,075	25,914
Townscape and Footpath Reserve	51,707	717	629	50,000		0	(39,000)	0	0	63,424	52,336
Developer Contribution - Roads	2,635	63	32	0		0	0	0	0	2,698	2,667
Water Harvesting Reserve	42,239	860	514	1,500		0	(10,000)	(24,000)	0	10,599	42,753
Brookton Aquatic Reserve	66,841	1,966	1,175	60,000		60,000	0	0	0	128,807	128,016
Cash Contingency Reserve	97,171	2,694	1,544	60,000	16,798	76,798	0	0	0	176,663	175,513
Independent Living Units Reserve	0	633	0	145,000		145,000	(80,000)	(7,000)	0	65,633	145,000
	<b>4,274,596</b>	<b>94,813</b>	<b>54,896</b>	<b>1,299,377</b>	<b>16,798</b>	<b>832,675</b>	<b>(1,464,483)</b>	<b>(53,500)</b>	<b>(136,389)</b>	<b>4,174,601</b>	<b>5,025,778</b>

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 6: CAPITAL DISPOSALS AND ACQUISITIONS**

Original Budgeted Profit(Loss) of Asset Disposal			Disposals	Actual Profit(Loss) of Asset Disposal			
Net Book Value	Proceeds	Profit (Loss)		Net Book Value		Proceeds	Profit (Loss)
38,712	40,000	1,288	PT7 Mitsubishi Tandem Truck	\$		\$	\$
13,817	15,000	1,183	PT13 Isuzu Single Axle Truck			0	0
13,236	10,000	(3,236)	PU30 2016 Mitsubishi Triton Ute			0	0
0	0	0	PAV115 2016 Toyota Prado	38,670		41,818	3,149
<b>65,765</b>	<b>65,000</b>	<b>(765)</b>	<b>Totals</b>	<b>38,670</b>		<b>41,818</b>	<b>3,149</b>

Comments - Capital Disposal

Summary Acquisitions				
	Budget	Amended Budget	Actual	Variance
	\$		\$	\$
<b>Property, Plant &amp; Equipment</b>				
Land and Buildings	960,000	962,500	66,407	896,093
Plant & Equipment	357,000	405,485	111,619	293,865
Furniture & Equipment	75,000	69,000	0	69,000
<b>Infrastructure</b>				
Roadworks & Bridge Works & Footpaths	922,686	1,002,664	320,110	682,554
Parks & Gardens	0	0	0	0
Sewerage & Drainage	10,000	10,000	522	9,478
<b>Totals</b>	<b>2,324,686</b>	<b>2,449,649</b>	<b>498,658</b>	<b>1,950,991</b>

Comments - Capital Acquisitions

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 7: INFORMATION ON BORROWINGS**

Particulars	Loan Purpose	Due Date	Term (yrs)	Rate (%)	Principal 1-Jul-18	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments		
					\$		\$	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
<b>Self Supporting Loans</b>													
*Loan 78 Senior Citizen's Homes	Construction of Mokine Cottages	17/06/2024	15	6.74	104,011	-	7,176	14,595	96,834	89,416	3,571	6,767	
*Loan 79 Multifunctional Family Centre	Purchase of the Building Extension and Refurbishment of the Club House	1/08/2020	15	5.82	23,154	-	8,865	8,865	14,289	14,288	751	1,220	
*Loan 82 Country Club		15/11/2027	20	6.95	257,013	-	19,889	19,889	237,124	237,124	16,137	17,523	
<b>Governance</b>													
Loan 75 Administration	Shire Office Renovations	3/08/2026	25	6.46	51,806	-	4,745	4,745	47,061	47,061	2,063	3,271	
<b>Education &amp; Welfare</b>													
Loan 80 Kalkarni Residency	Kalkarni Residence	1/02/2026	25	5.63	80,511	-	8,220	8,220	72,291	72,291	2,820	4,419	
<b>Housing</b>													
Loan 80 Staff Housing	Staff Housing	1/02/2026	25	5.63	132,843	-	13,563	13,563	119,280	119,280	4,652	7,291	
<b>Community Amenities</b>													
Loan 80 Sewerage	Sewerage Extension	1/02/2026	25	5.63	56,358	-	5,754	5,754	50,604	50,604	1,974	3,093	
<b>Transport</b>													
Loan 80 Grader	New Grader	1/02/2026	25	5.63	132,843	-	13,563	13,563	119,280	119,280	4,652	7,291	
<b>Recreation and Culture</b>													
Loan 81 Sport & Recreation	Recreation Plan	1/11/2027	20	6.95	639,122	-	49,459	49,459	589,663	589,662	40,127	43,574	
					1,477,660	-	131,234	138,653	1,346,426	1,339,007	76,747	94,449	

(\*) Self supporting loan financed by payments from third parties.  
All other loan repayments were financed by general purpose revenue.

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 8: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Institution	Maturity Date
(a) <b>Cash Deposits</b>								
Municipal Cash at Bank - Operating Account	0.00%	43,417				43,417	Bendigo	
Municipal Cash at Bank - Cash Management Account	0.40%	1,679,071				1,679,071	Bendigo	
Municipal Cash at Bank - Independent Living Units	1.00%	205,079				205,079	Bendigo	
Trust Cash at Bank	0.00%			33,843		33,843	Bendigo	
(b) <b>Term Deposits</b>								
Reserves	2.35%		4,803,485			5,054,650	Bendigo	02/07/2019
Reserves	1.77%		251,165				WA Treasury	02/07/2019
(c) <b>Investments</b>								
Bendigo Bank Shares					10,000	10,000		
<b>Total</b>		1,927,568	5,054,650	33,843	10,000	7,026,061		

**Comments/Notes - Investments**

**Investment Management Strategy for Kalkarni Bonds**

The total bond/RAD amounts (\$3,981,101.13) as at 28/02/19 are invested by Baptistcare with NAB for a term of 1 month at the rate of 1.97% with a maturity date of 19th March 2019.



**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 9: BUDGET AMENDMENTS**

**Amendments to original budget since budget adoption. Surplus/(Deficit)**

GL Account Code	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	<b>Adopted Budget Net Asset Surplus 30 June 2018</b>		Opening Surplus(Deficit)				<b>0</b>
E042531	CEO Vehicle	Sept 2018 OCM	Capital Expenses			7,000	<b>(7,000)</b>
OL01621	CEO Vehicle - Transfer from Reserves	Sept 2018 OCM	Capital Revenue		7,000		<b>0</b>
I042498	ADMIN Sale of Assets GEN	Sept 2018 OCM	Capital Revenue		41,818		<b>41,818</b>
I042499	ADMIN Profit on Sale of Asset	Sept 2018 OCM	Operating Revenue				<b>41,818</b>
E042531	ADMIN Purchase CEO Vehicle GEN	Sept 2018 OCM	Capital Expenses			41,485	<b>333</b>
OL01861	Kweda Hall - Transfer from Reserves	Oct 2018 OCM	Capital Revenue		15,500		<b>15,833</b>
E111512	Kweda Hall - Kitchen Upgrade	Oct 2018 OCM	Capital Expenses			15,500	<b>333</b>
OL01921	Water Harvesting - Transfer from Reserves	Oct 2018 OCM	Capital Revenue		24,000		<b>24,333</b>
E107020	Seabrook Aboriginal Corporation - Dam Lease	Oct 2018 OCM	Operating Expenses			24,000	<b>333</b>
I032030	GPG Grants Commission - Bridges GEN - Budget Correction - Notification received, after budget adoption, of successful grant application in conjunction with MRWA to repair Aldersyde North Bridge	Oct 2018 OCM	Operating Revenue		50,025		<b>50,358</b>
E121572	Bridge Construction - MRWA & WALGGC GEN - Budget Correction - Notification received, after budget adoption, of successful grant application in conjunction with MRWA to repair Aldersyde North Bridge	Oct 2018 OCM	Capital Expenses			50,025	<b>333</b>
I032010	GPG Grants Commission - General GEN - Budget Correction - Notification received after budget adoption of confirmed funding for the Financial Assistance Grant amounts for the 2018/19 fin year	Oct 2018 OCM	Operating Revenue		34,778		<b>35,111</b>
I032020	GPG Grants Commission - Roads GEN - Budget Correction - Notification received after budget adoption of confirmed funding for the Financial Assistance Grant amounts for the 2018/19 fin year	Oct 2018 OCM	Operating Revenue		347		<b>35,458</b>
I122010	INFRA MRWA Direct Grant GEN - Budget Correction - Main Roads Direct grant 2018/19 budget was estimated on last years receipt. Received notification in October from MRWA confirming final amount.	Oct 2018 OCM	Operating Revenue		29,953		<b>65,411</b>
E121565	Brookton Kweda Road - Budget Addition - Due to increase in Main Roads Direct grant, able to complete an additional 0.8 kms of resealing	Oct 2018 OCM	Capital Expenses			29,953	<b>35,458</b>

E111010	Casual Hires Liability Insurance -Budget Deletion - LGIS provided cover for no charge	Oct 2018 OCM	Operating Expenses	828		<b>36,286</b>
E111020	Casual Hires Liability Insurance -Budget Deletion - LGIS provided cover for no charge	Oct 2018 OCM	Operating Expenses	1,035		<b>37,321</b>
I033610	Principal Repayment S/S loan Recoup - Budget Deletion Senior Citizen Loan No. 78 no long self supporting, assets transferred to shire. Inadvertantly left in the budget when adopted	Oct 2018 OCM	Capital Revenue			<b>37,321</b>
I116010	General Income - Budget Addition - Budget Addition - 17/18 Kidsport Acquittal misplaced by Dept Sport and Rec. Relodged and funds received 18/19	Oct 2018 OCM	Operating Revenue	1,120		<b>38,441</b>
E115040	OTH-CULT Community Events GEN - Budget Addition - Regeneration Farming Forum not included in the 18/19 budget - unable to obtain sponsorship so paid from Muni Account	Oct 2018 OCM	Operating Expenses		2,815	<b>35,626</b>
E073480	Sabbleback Medical Centre - Budget Addition - gutters & downpipes have rusted through and are leaking - urgent replacement required \$2,900. Electrician to remove & disconnect solar panels to gain access to area of roof leaks to enable repair \$1,000.	Oct 2018 OCM	Operating Expenses		3,900	<b>31,726</b>
OL01962	Transfer to Reserve - Budget Addition - Transfer excess of Financial Assistance Grants, General and Roads to Cash Contingency Reserve after budget adjustments.	Oct 2018 OCM	Capital Expenses		16,798	<b>14,928</b>
OL01961	Mens Shed Old Bowling Building as per Council Resolution 13.12.18.01	Dec 2018 OCM	Capital Revenue	7,000		<b>21,928</b>
I085050	Amended 2018/2019 budget received from Baptistcare as opriginal budget did not reflect the correct income and expenditure	Dec 2018 OCM	Operating Revenue	43,778		<b>65,706</b>
E085020	Amended 2018/2019 budget received from Baptistcare as original budget did not reflect the correct income and expenditure	Dec 2018 OCM	Operating Expenses		534,252	<b>(468,546)</b>
E042520	Expenditure is under the capital threshold so has been transferred to operating budget	Feb 2019 OCM	Capital Expenses	6,000		<b>(462,546)</b>
E042020	Expenditure is under the capital threshold so has been transferred to operating budget	Feb 2019 OCM	Operating Expenses		6,000	<b>(468,546)</b>
E041030	Wheatbelt South Regional Road Group - Chairperson annual Honorarium \$1,700 to be recouped from participating Shires & !00 Shire Contribution	Feb 2019 OCM	Operating Expenses	100	1,800	<b>(470,246)</b>
I041020	Wheatbelt South Regional Road Group - Chairperson annual Honorarium - recouped from participating Shires	Feb 2019 OCM	Operating Revenue	1,700		<b>(468,546)</b>
E143530	Transfer of light vehicle purchases to correct GL code. Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses	60,000		<b>(408,546)</b>

E042533	Transfer of light vehicle purchases to correct GL code. Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses		25,000	(433,546)
E042534	Transfer of light vehicle purchases to correct GL code. Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses		35,000	(468,546)
E083020	Incorrect figures provided for the preparation of the budget.	Feb 2019 OCM	Operating Expenses		19,822	(488,368)
I083040	Incorrect figures provided for the preparation of the budget.	Feb 2019 OCM	Operating Revenue	19,822		(468,546)
E111512	further works identified after demolition of old kitchen. Works not in original estimated budget	Feb 2019 OCM	Capital Expenses		2,000	(470,546)
0L01861	further works identified after demolition of old kitchen. Works not in original estimated budget	Feb 2019 OCM	Capital Revenue	2,000		(468,546)
E042010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses		18,198	(486,744)
E071010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	5,137		(481,607)
E104030	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	15,924		(465,683)
E134020	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	5,137		(460,546)
E055010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses		8,000	(468,546)
E087020	Electricity was estimated for budget as no historical data available. Estimated is not sufficient to cover the actual costs.	Feb 2019 OCM	Operating Expenses		1,816	(470,362)
I087040	Electricity was estimated for budget as no historical data available. Estimated is not sufficient to cover the actual costs.	Feb 2019 OCM	Operating Expenses	1,816		(468,546)
E113510	expenditure to date is under the capital threshold. The general maintenance under the operational account had sufficient budget to account for expenditure.	Feb 2019 OCM	Capital Expenses	15,000		(453,546)
E122030		Feb 2019 OCM	Operating Expenses		15,000	(468,546)
E087020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		4,179	(472,725)
E102020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		1,798	(474,523)
E105030	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		196	(474,719)
E107020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		1,060	(475,779)
E112020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		392	(476,171)
E113030	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		2,280	(478,451)
E122020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses	9,905		(468,546)
<b>Closing Funding Surplus (Deficit)</b>				<b>0</b>	<b>399,723</b>	<b>868,269 (468,546)</b>

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 March 2019**

**Note 10: TRUST FUND**

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance For the Period 1 July 2018	Amount Received	Amount Paid	Closing Balance For the Period Ended 31 March 2019
	\$	\$	\$	\$
Housing Bonds	1,200	0	0	<b>1,200</b>
Other Bonds	13,270	11,080	(10,930)	<b>13,420</b>
Rates Incentive Prize	200	0	(200)	<b>0</b>
Staff AFL Tipping	0	0	0	<b>0</b>
Les McMullen Sporting Grants	0	0	0	<b>0</b>
Gnulla Child Care Facility	3,073	0	0	<b>3,073</b>
Wildflower Show Funds	1,240	0	0	<b>1,240</b>
Kalkarni Resident's Accounts	0	0	0	<b>0</b>
Public Open Space Contributions	13,820	0	0	<b>13,820</b>
Developer Road Contributions	(1)	0	0	<b>(1)</b>
Unclaimed Money	30	0	0	<b>30</b>
	<b>32,833</b>	<b>11,080</b>	<b>(11,130)</b>	<b>32,783</b>

**1. Developer Road Contributions are:**

T129 Allington - Grosser Street -\$1.00 Rounding

Road Contributions are required to be transferred out of Trust into Reserve/Muni for designated purpose.

**2. Public Open Space Contribution:**

T148 - Paul Webb \$13,820

Contribution to be retained in Trust as required under the Planning and Development Act 2005.

It is to be investigated whether funds can be applied against POS projects such as the Robinson Street Development.

**3. Gnulla Child Care Facility**

This is an aged transaction. Consider transferring funds to Muni once a designated project has been identified.

**4. Housing Bond**

Bond is to either be refunded, expended or transferred to the Bonds Authority.

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Kalkarni Aged Care Facility**  
**For the Period Ended 31 March 2019**

**Note 11: Kalkarni Aged Care Facility**

	Adopted Annual Budget	Amended Budget - Nov & Dec OCM	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
Note					9	9	
<b>Operating Revenue</b>							
Fees & Charges	\$ 787,261	787,261	\$ 590,446	\$ 674,908	\$ 84,462	14.30%	
Grants & Subsidies	3,257,080	3,257,080	2,442,810	2,340,178	(102,632)	(4.20%)	
<b>Total Revenue</b>	<b>4,044,341</b>	<b>4,044,341</b>	<b>3,033,256</b>	<b>3,015,086</b>	<b>(18,170)</b>	<b>(0.60%)</b>	
<b>Operating Expenses</b>							
Building Maintenance	0	0	0	0	0	0.00%	
Interest Expenses	(4,960)	(4,960)	(3,720)	(2,820)	901	(24.21%)	
Insurance Expenses	(13,772)	(13,772)	(10,329)	(13,772)	(3,443)	33.33%	
Building Maintenance	(53,370)	(53,370)	(40,028)	(7,183)	32,844	(82.05%)	
Loss on Sale of Asset	0	0	0	0	0	0.00%	
Depreciation	(100,458)	(100,458)	(75,344)	(68,183)	7,160	(9.50%)	▼
ABC Administration Expenses	(49,811)	(49,811)	(37,358)	(33,450)	3,909	(10.46%)	
Contract Expenses	(3,450,650)	(3,984,902)	(2,988,677)	(2,827,155)	161,522	(5.40%)	
<b>Total Expenses</b>	<b>(3,673,021)</b>	<b>(4,207,273)</b>	<b>(3,155,455)</b>	<b>(2,952,562)</b>	<b>202,893</b>	<b>6.43%</b>	
<b>Operating Surplus (Deficit)</b>	<b>371,320</b>	<b>(162,932)</b>	<b>(122,199)</b>	<b>62,524</b>	<b>184,723</b>	<b>151%</b>	▼
<b>Excluding Non Cash Adjustments</b>							
Add back Depreciation	100,458	100,458	75,344	68,183	(7,160)	(9.50%)	▼
Adjust (Profit)/Loss on Asset Disposal	0	0	0	0	0	0.00%	
<b>Net Operating Surplus (Deficit)</b>	<b>471,778</b>	<b>(62,474)</b>	<b>(46,856)</b>	<b>130,707</b>	<b>177,562</b>	<b>(378.96%)</b>	▼
<b>Capital Revenues</b>							
KBC Capital Income	304,936	348,714	261,536	203,185	(58,351)	(22.31%)	
Transfer from Reserves	327,000	327,000	0	0	0	0.00%	
<b>Total</b>	<b>631,936</b>	<b>675,714</b>	<b>261,536</b>	<b>203,185</b>	<b>(58,351)</b>	<b>(0)</b>	
<b>Capital Expenses</b>							
Land and Buildings	(320,000)	(320,000)	(240,000)	0	240,000	0.00%	
Plant and Equipment	(7,000)	(7,000)	(5,250)	0	5,250	0.00%	
Furniture and Equipment	0	0	0	0	0		
Repayment of Debentures	(8,220)	(8,220)	(6,165)	(8,220)	(2,055)	0.00%	
Transfer to Reserves	(74,276)	(74,276)	(55,707)	(8,411)	47,296		
<b>Total</b>	<b>(409,496)</b>	<b>(409,496)</b>	<b>(307,122)</b>	<b>(16,631)</b>	<b>290,491</b>		
<b>Net Capital</b>	<b>222,440</b>	<b>266,218</b>	<b>(45,586)</b>	<b>186,554</b>	<b>232,141</b>	<b>(509.23%)</b>	
<b>Closing Funding Surplus(Deficit)</b>	<b>694,218</b>	<b>203,744</b>	<b>(92,442)</b>	<b>317,261</b>	<b>409,703</b>		

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**WB Eva Pavilion by Nature and Type**  
**For the Period Ended 31 March 2019**

**Note 12 WB Eva Pavilion Operating Statement**

NOTE	2018/19 Adopted Budget \$	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>				
Hire Fees - WB Eva Pavilion	4,200	2,100	2,120	20
Sporting Club Fees	5,500	2,750	5,597	2,847
Gymnasium Income	11,060	5,530	10,249	4,719
	<b>20,760</b>	<b>10,380</b>	<b>17,966</b>	<b>7,586</b>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>				
Employee Costs	(7,740)	(5,805)	(2,054)	3,751
Materials and Contracts	(51,970)	(38,978)	(19,455)	19,523
Utilities	(4,200)	(3,150)	(1,438)	1,712
Interest Expenses	(47,917)	(35,938)	(40,127)	(4,190)
Insurance	(5,600)	(4,200)	(4,565)	(365)
General Operating Expenses	(8,443)	(6,332)	(2,456)	3,876
Gymnasium Operating	(10,350)	(7,758)	(2,970)	4,788
	<b>(125,870)</b>	<b>(94,403)</b>	<b>(70,096)</b>	<b>24,307</b>
	<b>(105,110)</b>	<b>(84,023)</b>	<b>(52,129)</b>	<b>31,893</b>
<b>NET RESULT</b>	<b>(105,110)</b>	<b>(84,023)</b>	<b>(52,129)</b>	<b>31,893</b>



**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Sewerage Programm by Nature and Type**  
**For the Period Ended 31 March 2019**

**Note 13 Sewerage Operating Statement**

NOTE	2018/19 Adopted Budget \$	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>				
Sewerage Connection Fees and Charges	1,590	1,590	944	(646)
Annual Sewerage Rates	184,575	184,575	187,489	2,914
	<b>186,165</b>	<b>186,165</b>	<b>188,433</b>	<b>2,268</b>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>				
Employee Costs	(841)	(1,290)	(2,254)	(964)
Materials and Contracts	(56,310)	(42,233)	(10,727)	31,506
Utilities	(6,950)	(5,213)	(5,039)	174
Depreciation	(53,420)	(40,065)	(26,503)	13,562
Interest Expenses	(3,472)	(2,604)	(1,974)	630
Insurance	(237)	(237)	(237)	0
General Operating Expenses	(1,012)	(1,448)	(2,435)	(987)
Allocation of Administration Expense	(34,271)	(17,136)	(754)	16,382
	<b>(156,513)</b>	<b>(110,225)</b>	<b>(49,922)</b>	<b>60,303</b>
	29,652	75,940	138,511	62,571
Add Back Depreciation	53,420	40,065	26,503	(13,562)
Non-Operating Grants, Subsidies & Contributions	-	-	-	-
Profit on Asset Disposals	-	-	-	-
Loss on Asset Disposals	-	-	-	-
Transfer to Sewerage and Drainage Reserve	101,932	101,932	101,932	-
Transfer from Sewerage and Drainage Reserve	-	-	-	-
<b>NET RESULT</b>	<b>185,004</b>	<b>217,937</b>	<b>266,946</b>	<b>49,009</b>

The Shire's Asset Management Plan (adopted at the 2016 August OCM) details required renewal expenditure of \$1.482m over the ten year period 2016 - 2027. The Shire's Long Term Financial Plan includes the following planned renewal expenditure:

2016/17 - 47,680
2017/18 - 100,000
2018/19 - 100,000
2019/20 - 100,000
2020/21 - 100,000
2021/22 - 100,000
2022/23 - 100,000
2023/24 - 100,000
2024/25 - 100,000
2025/26 - 150,000
2026/27 - 400,000
<b>Total - 1,397,680 or approx. \$140k per annum</b>

The Sewerage Scheme should be self funding, that is, the capital replacement cost should be amortised over the life of the infrastructure, and funded from the annual sewerage rates. Council should consider a charging model that provides for an annual transfer to the Sewer Reserve, which is equivalent to the required annual renewal expenditure i.e. \$148k per annum. As a minimum, revenue from the Scheme should cover all operating expenditure including depreciation, meaning a minimum transfer to Reserve of \$88k.

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Brookton Caravan Park and Brookton Aquatic Centre**  
**For the Period Ended 31 March 2019**

Note	Adopted Annual Budget 2017/18	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) 9	Var. % (b)-(a)/(b) 9
	\$		\$	\$	\$	%
<b>Note 14 (a): Brookton Caravan Park</b>						
<b>Operating Revenue</b>						
Caravan Park Fees	40,000	40,000	30,000	25,478	(4,522)	(15.07%)
<b>Total Revenue</b>	<b>40,000</b>	<b>40,000</b>	<b>30,000</b>	<b>25,478</b>	<b>(4,522)</b>	<b>(15.07%)</b>
<b>Operating Expenses</b>						
Brookton Caravan Park	(28,561)	(28,561)	(21,421)	(18,903)	2,518	0.00%
Caravan Park Depreciation	(1,029)	(1,029)	(772)	(694)	77	(10.02%)
Caravan Park Abc Administration Expenses	(36,765)	(36,765)	(27,574)	(24,689)	2,885	0.00%
<b>Total</b>	<b>(66,355)</b>	<b>(66,355)</b>	<b>(49,766)</b>	<b>(44,286)</b>	<b>5,480</b>	<b>11.01%</b>
<b>Operating Surplus (Deficit)</b>	<b>(26,355)</b>	<b>(26,355)</b>	<b>(19,766)</b>	<b>(18,808)</b>	<b>958</b>	<b>5%</b>
<b>Excluding Non Cash Adjustments</b>						
Add back Depreciation	1,029	1,029	772	694	(77)	(10.02%)
<b>Net Operating Surplus (Deficit)</b>	<b>(25,326)</b>	<b>(25,326)</b>	<b>(18,995)</b>	<b>(18,114)</b>	<b>881</b>	<b>(4.64%)</b>
<b>Note 14 (b): Brookton Aquatic Centre</b>						
<b>Operating Revenue</b>						
POOL FEES & CHARGES	10,500	10,500	5,250	10,245	4,995	0.00%
POOL GRANTS & SUBSIDIES	0	0	0	0	0	0.00%
<b>Total Revenue</b>	<b>10,500</b>	<b>10,500</b>	<b>5,250</b>	<b>10,245</b>	<b>4,995</b>	<b>0</b>
<b>Operating Expenses</b>						
POOL EMPLOYEE COSTS	0	0	0	0	0	#DIV/0!
POOL GENERAL OPERATING EXPENSES	(96,298)	(96,690)	(72,518)	(69,711)	2,807	(3.87%)
POOL BUILDING MAINTENANCE	(24,493)	(24,493)	(18,370)	(13,979)	4,391	(23.90%)
POOL Depreciation	(11,683)	(11,683)	(8,762)	(7,886)	876	(10.00%)
POOL Abc Administration Expenses	(28,492)	(28,492)	(21,369)	(19,133)	2,236	(10.46%)
<b>Total</b>	<b>(160,966)</b>	<b>(161,358)</b>	<b>(121,019)</b>	<b>(110,709)</b>	<b>10,309</b>	<b>8.52%</b>
<b>Operating Surplus (Deficit)</b>	<b>(150,466)</b>	<b>(150,858)</b>	<b>(115,769)</b>	<b>(100,464)</b>	<b>15,305</b>	<b>0%</b>
<b>Excluding Non Cash Adjustments</b>						
Add back Depreciation	11,683	11,683	8,762	7,886	(876)	0.00%
<b>Net Operating Surplus (Deficit)</b>	<b>(138,783)</b>	<b>(139,175)</b>	<b>(107,006)</b>	<b>(92,577)</b>	<b>14,429</b>	<b>0%</b>

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Road Program**  
**For the Period Ended 31 March 2019**

**Note 15**

Description	Adopted Annual Budget	Amended Budget	YTD Actual	% Completed	Federal Funding		State Funding				Own Source Funding			
					R2R	Other	RRG	RRG Carryover	Direct Grant	FAGS	Reserve	Contributions	Muni	
Town Street Maintenance	\$ 187,201	\$ 187,201	\$ 138,106	74%	\$	\$	\$	\$	\$ 77,855	\$	\$	\$	\$	\$ 109,346
Rural Road Maintenance	501,892	491,987	244,625	50%						158,505				343,387
Bridge Maintenance	27,944	42,944	28,779	67%										27,944
<b>R2R Work Schedule</b>														
Brookton - Kweda Road	30,386	30,386	4,695	15%	30,386									0
<b>Other Construction</b>														
Brookton - Kweda Road	6,014	35,967	0	0%										35,967
King Street	103,824	103,824	74,632	72%							103,824			0
Reynolds Street	9,280	9,280	1,190	13%							9,280			0
Boyagarra Road	154,273	154,273	0	0%										154,273
Noack Street	89,189	89,189	21,610	24%										89,189
<b>RRG Approved Projects</b>														
York - Williams Road	490,720	490,720	217,982	44%				490,720						0
	<b>1,600,723</b>	<b>1,635,771</b>	<b>731,620</b>	<b>46%</b>	<b>30,386</b>	<b>0</b>	<b>490,720</b>	<b>0</b>	<b>77,855</b>	<b>158,505</b>	<b>113,104</b>	<b>0</b>	<b>0</b>	<b>760,106</b>

**Shire of Brookton  
STATEMENT OF FINANCIAL ACTIVITY  
Capital Works Program  
For the Period Ended 31 March 2019**

**Note 16**

Description	Adopted Annual Budget	Amended Budget	YTD Actual	% Completed	Capital Funding				
					Muni	Grants	Reserves	Sale of Assets	Total Funding
	\$	\$	\$		\$	\$	\$	\$	\$
Admin Replacement Airconditioner Units Ceo & Dceo Office	8,000	8,000	3,844	48%	8,000				8,000
Admin Reception Remodel	20,000	20,000	0	0%	20,000				20,000
Kalkarni Capital Works	320,000	320,000	0	0%			320,000		320,000
Inde Reroofing Of White St Units	80,000	80,000	0	0%			80,000		80,000
New staff house - Kurnnong Estate	420,000	420,000	0	0%			420,000		420,000
Cemetery New Niche Wall And Shelter	23,000	23,000	3,875	17%	23,000				23,000
Multipurpose Courts Drainage And Remarking	15,000	0	0	0%	15,000				15,000
Playground Oval Area	36,000	36,000	11,852	33%			36,000		36,000
Wb Eva Pavilion Refurbishment	38,000	38,000	45,565	120%			38,000		38,000
Kweda Hall Kitchen Improvements	0	17,500	1,272	7%			15,500		15,500
Admin Officer Furniture	6,000	0	0	0%	6,000				6,000
Admin Synergy Records Module	22,000	22,000	0	0%	22,000				22,000
Admin Server Upgrade	40,000	40,000	0	0%	40,000				40,000
Additional table and chairs	7,000	7,000	0	0%	7,000				7,000
Skope Double Door Fridge	7,000	7,000	8,289	118%	7,000				7,000
Light Vehicles and Trucks	350,000	290,000	0	0%	85,000		265,000		350,000
ADMIN Purchase CEO Vehicle	0	48,485	48,485	100%			7,000	41,485	48,485
ADMIN PURCHASE MO VEHICLE	0	25,000	20,801		20,801				20,801
ADMIN PURCHASE MIRS VEHICLE	0	35,000	34,045		34,042				34,042
York-Williams Road	490,720	490,720	217,982	44%		490,720			490,720
Corberding Road	0	0	0						0
Brookton-Kweda Road	30,386	30,386	4,695	15%		30,386			30,386
Noack Street	89,189	89,189	21,610	24%	89,189				89,189
Brookton-Kweda Road	6,014	35,967	0	0%	6,014	29,953			35,967
King Street	103,824	103,824	74,632	72%			103,824		103,824
Reynolds Street	9,280	9,280	1,190	13%			9,280		9,280
Boyagarra Road	154,273	154,273	0	0%	154,273				154,273
Bridge Works	0	50,025	0	0%		50,025			50,025
Robinson Rd FP Upgrades and Memorial Park FP	39,000	39,000	0	0%			39,000		39,000
Happy Valley Bore Field	10,000	10,000	522	5%			10,000		10,000
	<b>2,324,686</b>	<b>2,449,649</b>	<b>498,658</b>	<b>21%</b>	<b>537,319</b>	<b>601,084</b>	<b>1,343,604</b>	<b>41,485</b>	<b>2,523,492</b>

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Grants, Subsidies and Contributions Register**  
**For the Period Ended 31 March 2019**

Note 17

Funding Provider	Project	Operating/Non-Operating	Adopted Annual Budget	Amended Budget OCM	Amount Applied For	Amount Approved	Amount Invoiced/Received	% Received
			\$	\$	\$	\$	\$	
Federal Government	KBC Grants & Subsidies	Subsidy	(3,257,080)	(3,257,080)	Recurrent	(3,257,080)	(2,340,178)	72%
Department of Water	ENVIR Gants & Subsidies	Subsidy	-			-	-	0%
Main Roads WA	Regional Road Group	Non Operating	(490,720)	(490,720)		(490,720)	(130,604)	27%
Federal Government	Roads to Recovery	Non Operating	(30,386)	(30,386)		(30,386)	(30,386)	100%
WA Grants Commission	GPG Grants Commission - General	Operating	(291,210)	(325,988)	Recurrent	(325,988)	(562,291)	172%
WA Grants Commission	GPG Grants Commission - Roads	Operating	(158,158)	(158,505)	Recurrent	(158,158)	(305,677)	193%
WA Grants Commission	GPG Grants Commission - Bridges	Operating	-	(50,025)		(50,025)	(37,519)	75%
DFES	ESL Grant - Emergency Services Levy - Operating	Operating	(16,100)	(16,100)	Recurrent	(16,100)	(8,710)	54%
Main Roads WA	Direct Grant	Operating	(47,902)	(77,855)	Recurrent	(77,855)	(77,855)	100%
			<b>(4,291,556)</b>	<b>(4,406,659)</b>		<b>(4,406,312)</b>	<b>(3,493,219)</b>	<b>79%</b>

**15.04.19 GOVERNANCE****15.04.19.01 PROPOSED DEFERMENT – CONSTRUCTION OF NEW SHIRE HOUSE**

<b>File No:</b>	ADM 0016
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	Whole of Shire
<b>Name of Applicant:</b>	Shire of Brookton
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Ian D’Arcy – Chief Executive Officer
<b>Authorising Officer:</b>	As above
<b>Declaration of Interest:</b>	Nil
<b>Voting Requirements:</b>	Absolute Majority
<b>Previous Report:</b>	Nil

**Summary of Item:**

The purpose of this report is to obtain Council’s approval to defer construction of a new staff house funded in the 2018/2019 Shire Budget with redirection of the allocated funds back to Council’s ‘Land and Housing Development Reserve’.

The rationale for this request is based on the recent inception of the Council’s Business and Economic Advisory Reference Group (BEAR), with focus on housing and accommodation demands coupled with the financial year end looming.

**Description of Proposal:**

As above.

**Background:**

At the July 2019 Corporate Briefing Forum (CBF) the Councillors discuss the merit of constructing a new Shire (staff) house on Lot 105 Avon Bank Close, and requested funding be allocated in the 2018/19 municipal budget for this purpose.

As a consequence an amount of \$420,000 was transferred from the cash backed Land and Housing Development Reserve into the budget to fund construction of the new 3 bedroom / 2 bathroom house and free standing shed to a turn-key standard of completion. This coupled with the land value would mean an investment (excl. GST) of \$500,000.

With other operational matters to be progressed as a priority, the progression of the new house as a capital works item was to be performed in the second half of this financial year. However, the inception of the BEAR raised the subject of housing demand and supply in Brookton from a business/economic perspective, with this matter being flagged as the first initiative referred through from the Innovations Advisory Group (IAG) to be considered/investigated by the BEAR. In light of this, Council is being requested (by the CEO) to defer construction the new Shire House until further work has been performed on the housing need and supply in Brookton guided by the BEAR.

**Consultation:**

There has been no consultation on this matter.

**Statutory Environment:**

Fundamentally, this request applies to Section 6.7 of Division 4 of the *Local Government Act, 1995* which states:



## 6.7. *Municipal fund*

- (1) *All money and the value of all assets received or receivable by a local government are to be held and brought to account in its municipal fund unless required by this Act or any other written law to be held in the trust fund.*
- (2) *Money held in the municipal fund may be applied towards the performance of the functions and the exercise of the powers conferred on the local government by this Act or any other written law.*

In this context, with the Council having specifically allocated expenditure in the municipal fund, it is appropriate the subject funds are re-allocated back to Reserve in order to preserve the \$420,000 for future use aligned to its intended purpose.

### **Relevant Plans and Policy:**

There are no relevant plans or policies applicable to this matter.

### **Financial Implications:**

Should Council support the Officer Recommendation there is no financial implication in relation to this request. This is because the \$420,000 was drawn from the 'Land and Housing Development Reserve' and is merely being returned to this account.

### **Risk Assessment:**

In not proceeding with construction of a new house this financial year, there is a minor risk the allocated funds could inadvertently be carried forward as a surplus money into the next financial year, and then be re-allocated for other purposes in the 2019/2020 budget. Therefore, it is being recommended the moneys be returned to Reserve.

As for demand of Shire (Staff) Housing, presently this is being met by existing housing stock. Further, Council does have the ability to relocate Baptistcare staff currently occupying a Shire House to one of existing Mokine Senior Citizen Units (if vacant) should the need for more Shire Staff Housing arise in the short term.

### **Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the requested deferment of a new Shire house and budget variation aligns to:

*Function 18 Financial Control*

*Action 18.1 – Prepare annual budget / conduct statutory budget reviews*

### **Comment**

This request is not seeking to dismiss construction of a new house, but rather defer this project to afforded time for the BEAR to consider current circumstances across a range of housing issues pertinent to type, choice (quantity and quality), and affordability within the local housing market.

To appreciate this issue in a cursory manner, housing values within the district have been falling over a

period of time, while the cost of rental accommodation has continued to rise. This has predominantly been caused by a broader real estate market trend, and more acutely by an imbalance in supply and demand for adequate local housing. As a consequence a number of compounding issues have been generated, including:

- A detrimental effect on business development and economic growth for the district;
- Increase property rates, particularly for Gross Rental Values (GRV) in Brookton; and
- A number of adverse social implications for the Brookton community.

While it is acknowledged that construction of a new house and sale of an old one will provide some relief, albeit minor, there is a greater need for Council (guided by local business) to play a more integral role in addressing the housing supply issue for Brookton. To this end, it is viewed that further consideration should be given to this matter on a holistic level before Council takes the final step in fully committing to expenditure of \$420,000 on construction of one single house for a Shire employee.

### **OFFICER'S RECOMMENDATION**

*That Council:*

- a) Defer construction of a new Shire (Staff) House and Shed on Lot 105 Avonbank Close, Brookton pending further investigation of, and recommendation on, supply and demand of residential housing and accommodation in Brookton by Council's Business and Economic Advisory Reference (BEAR) Group.*
- b) In consideration of Section 6.7 of the Local Government Act, 1995 re-allocate funding of \$420,000 in the 2018/19 municipal budget (COA - E092510) for construction of the new Shire (Staff) House and Shed back to the 'Land and Housing Development Reserve'.*

(Absolute majority vote required)

### **OCM 04.18-08**

#### **COUNCIL RESOLUTION**

#### **MOVED CR EYRE SECONDED CR MILLS**

*That Council:*

- a) Defer construction of a new Shire (Staff) House and Shed on Lot 105 Avonbank Close, Brookton pending further investigation of, and recommendation on, supply and demand of residential housing and accommodation in Brookton by Council's Business and Economic Advisory Reference (BEAR) Group.*
- b) In consideration of Section 6.7 of the Local Government Act, 1995 re-allocate funding of \$420,000 in the 2018/19 municipal budget (COA - E092510) for construction of the new Shire (Staff) House and Shed back to the 'Land and Housing Development Reserve'.*

**CARRIED BY ABSOLUTE MAJORITY VOTE 5-0**

## 15.04.19.02 RENEWAL OF LICENCE TO OCCUPY – PORTION OF RAILWAY RESERVE BROOKTON

<b>File No:</b>	ADM 0650
<b>Date of Meeting:</b>	21/03/2019
<b>Location/Address:</b>	Portion of Crown Reserves 10325 (Lot 143) and 14197 (Lot 306) Robinson Road Brookton
<b>Name of Applicant:</b>	Shire of Brookton
<b>Name of Owner:</b>	Public Transport Authority
<b>Author/s:</b>	Ian D'Arcy – Chief Executive Officer
<b>Authorising Officer</b>	As above
<b>Declaration of Interest:</b>	The author has no interest in this matter
<b>Voting Requirements:</b>	Absolute majority
<b>Previous Reports:</b>	N/A

### Summary of Item:

This report relates to renewal of the 'Licence to Occupy' Agreement (Licence Agreement) for a portion of the Railway Reserve within the Brookton Town Centre for a further 10 year period.

If endorsed by Council the Licence Agreement will be back dated to take effect from 1<sup>st</sup> July 2018.

### Description of Proposal:

As above and presented in **Attachment 15.04.19.02**.

### Background:

The Railway Reserve is fundamentally Crown Land vested with the State Public Transport Authority (PTA) that incorporates a main rail corridor as well as *fmr* station and signal buildings, passenger boarding platforms, cargo lay down and storage areas, and remnants of workshop facilities.

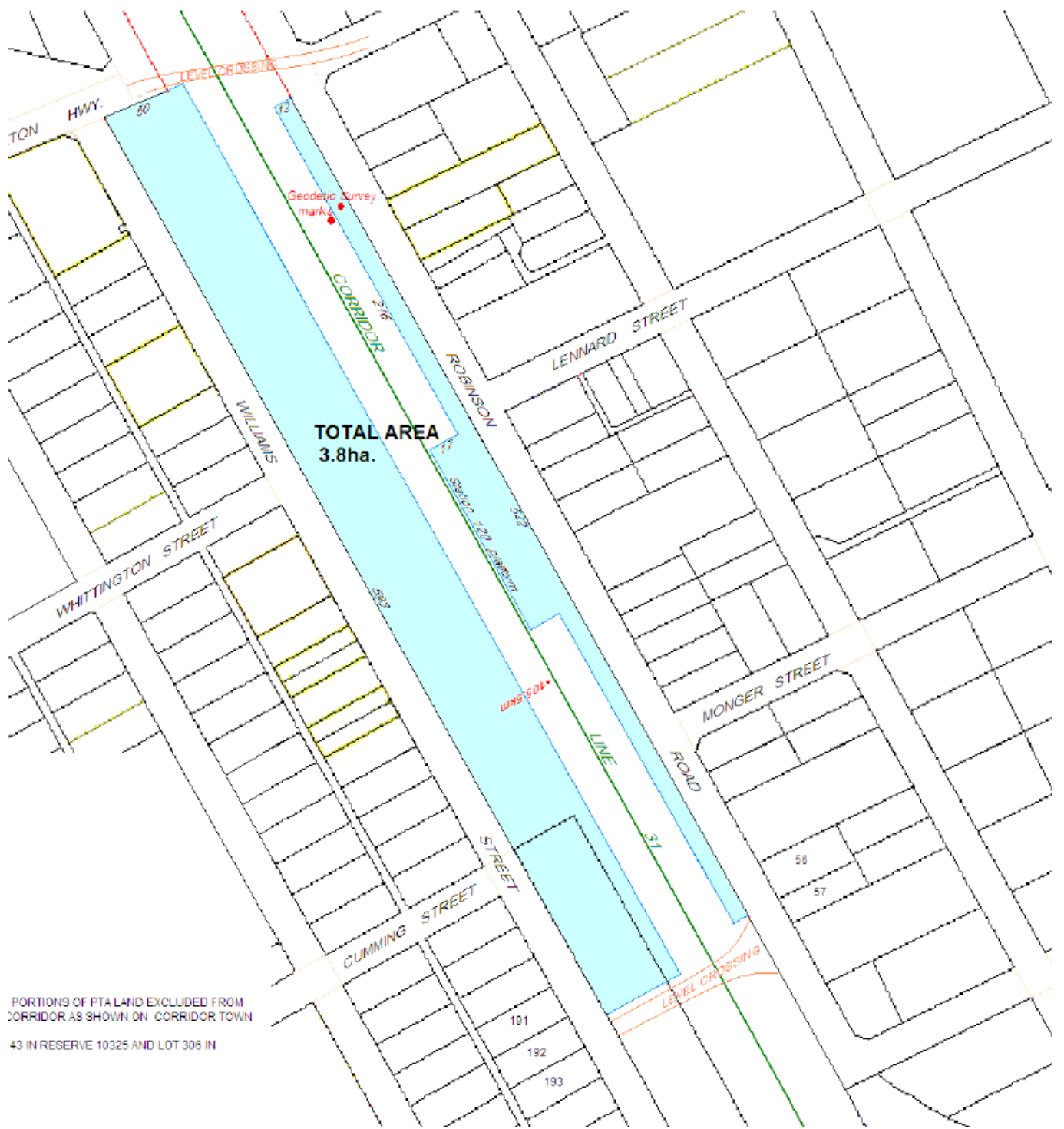
In recent years the Shire has accepted responsibility for maintaining and using a central portion of this land (other than the main rail corridor) that is located between Brookton Highway, Robinson Road, William Street and the second 'level crossing' to the south, for community benefit.

This had seen the Council enter into a 10 year Licence Agreement with the PTA, which provided impetus for Council to focus on preserving the Railway Station's history and presence, largely through a beautification project of Robinson Road (the Main Street) that incorporates the main station building, platform and surrounds to:

- a) Represent the importance of rail transport as part of the Shire's agricultural history; and
- b) Serves as the central feature for the Robinson Road streetscape, being predominantly recognized as the Brookton Town Centre.

With the most recent Licence Agreement scheduled to expire on the 30<sup>th</sup> June 2018, the Shire received email correspondence from Mr. Jim Mullins of Burgess Rawson Property Managers (acting on behalf of the PTA) in late January 2018, requesting an indication of the Council's interest in renewing the Licence Agreement for a further 10 years. This triggered a discussion with Council at its Corporate Briefing Session (CBF) in mid-February 2018, resulting in expressed support for renewing the Licence Agreement. Following this discussion Mr Mullins was informed of Council's interest, without a formal commitment being offered.

For reference, **Figure 1** below provides an understanding of the Licence Area under the previous agreement that expired on 30<sup>th</sup> June 2018:



**Figure 1 – Plan of Railway Reserve Licence Area (2008 – 2018)**

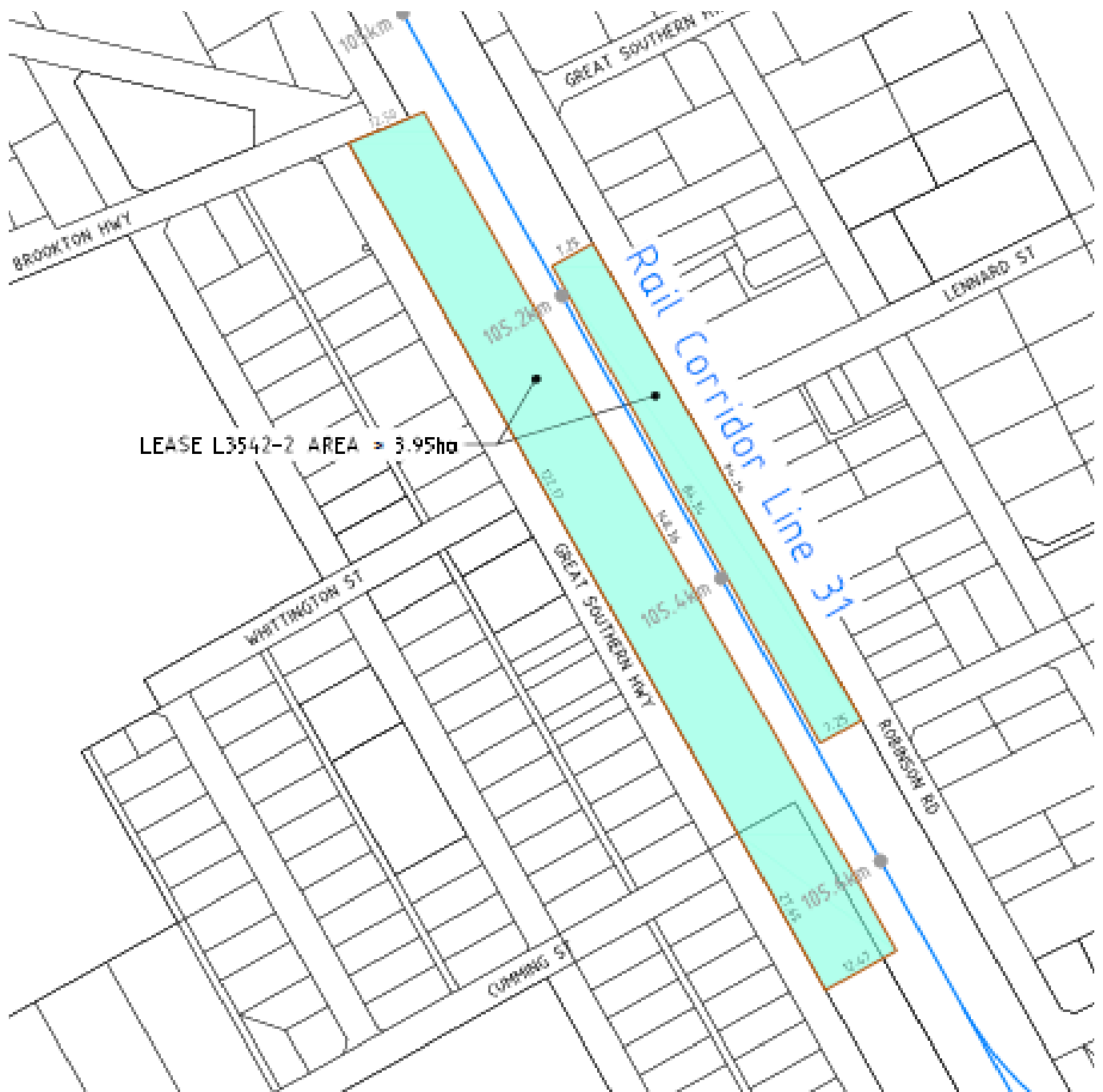
In July 2018 Mr. Mullins then wrote to the Shire seeking further interest in the Council accepting an extended Licence Area, extending from the current southern boundary at the Robinson Road Level Crossing (incorporates the area between the rail corridor boundary and William Street) further south to align with Taylor Street – see **Figure 2** below. The Council considered this request at its July 2018 CBF together with the requirement (as a condition of the Licence Agreement) to fence the rail corridor for public safety.



**Figure 2 – Plan of Proposed Extended Railway Reserve Licence Area**

Councillors at the time expressed a desire to retain a similar land area consistent to the previous tenure (approximately 3.8 hectares), and further discussed change to the footprint to include land south of the existing public toilets fronting Robinson Road for additional long vehicle parking. This meant the land fronting Robinson Road to the north of the existing public car park would be excluded from the Licence Area. Importantly, this land is being used by private business and does not need to fall under the Shire’s control, notwithstanding Council expressed support for continued use of this area for the parking/display of agricultural machinery.

This culminated in the Licence Area being amended and accepted by both Council and PTA, as reflected in **Figure 3** below. The Plan (**Figure 3**) illustrates an overall area of 3.95 hectares, and incorporates an extension to the land south of the toilet block (fronting Robinson Road) to Monger Street for the proposed addition long vehicle parking.



**Figure 3** – Plan of Amended Railway Reserve Licence Area as requested/accepted

Additionally, Councillors were presented with a brief report at the March 2019 CBF that provided an understanding of the draft Licence Agreement, recently received from Mr. Mullins. This Agreement details the following:

- The Licence is for a maximum period of 10 years as set by legislation;
- The Licensee (Shire) is to indemnify the Licensor (PTA) through execution of the Licence on all matters pertinent to the Licence Area;
- The rail line/corridor is to be fenced at the Licensee’s cost;
- The Licensee is responsible for maintaining, managing and carrying suitable public liability insurance (min. \$20m) for the Licence Area;
- The Licence Area can only accommodate community use/benefit (that is no commercial activity or leasing is permitted, including that of the railway station rooms);
- Additional works (ie electrical, lighting, tree planting) requires the prior consent of the Licensor.

A complete copy of the draft Licence Agreement is presented at **Attachment 15.04.19.02**. This document presents as a standard 'Licence to Occupy' template, with modifications specific to the Shire of Brookton highlight in blue text. The red text within the document is suggested changes by the Shire Officer – see Comment Section below.

**Consultation:**

The consultation on this matter is outlined in the Background Section of this report.

**Statutory Environment:**

Local Government Act, 1995

The *Local Government Act, 1995* empowers the Council to entertain the Licence Agreement offered by the PTA, and also allows the Council to delegate its authority to the CEO pursuant to Section 5.42 to the Act and determine matters on its behalf.

Section 9.49A of the Act allows for execution of documents.

Licence Agreement

The Licence Agreement is a statutory document that forms the basis upon which the land can be used. The document also details the entitlements of the respective parties.

**Relevant Plans and Policy:**

There are no specific plans or policies that apply to this matter.

**Financial Implications:**

With respect to the Licence Agreement the cost to the Shire is \$1.10 (including GST) per annum for the next 10 years.

However, there is considerable recurrent cost in maintaining and upgrading the Licence Area, where the Council presently spends approximately of \$30,000 each year on the existing buildings, infrastructure and gardens that involves general maintenance, insurance, utility costs, etc.

In addition, Council in renewing the Licence Agreement will also need to address as a minimum:

- The integrity of the Railway Station building (structurally and aesthetically) and surrounds.
- Erection of suitable barrier fencing to accord with the Licence Agreement conditions.

In this regard, while accurate costing of these requirements is yet to be determined, it is broadly estimated by the Shire Building Maintenance Officer that renovation of the Railway Station building could be up to \$500,000, while fencing approximately 700 metres of railway line could amount to \$30,000 depending of style, height and use of material. Notably, these are not annually recurrent costs, although ongoing maintenance and ultimately replacement costs in the longer term will be required.

Additionally, there will need to be a budget allocation for the provision of long vehicle parking to the south the existing public toilets on Robinson Road, with again, the cost being a variable depending on the standard pavement, and provision of signage, kerbing, line marking and drainage provided.

**Risk Assessment:**

Council needs to be mindful of the minor risk in investing significant funds in the Railway Station and platform area:



- a) As the Licence Agreement can only be offered for a maximum of 10 years, even though it is expected further extension would likely be granted by the PTA in the future.
- b) The PTA at any time can serve notice to cancel the Licence Agreement, notwithstanding it is unlikely this would occur.

However, this risk needs be weighed against the ‘boarder value’ and benefits of retaining and preserving the Railway Station as an important piece of Brookton’s heritage, and as a predominant feature of the Robinson Road streetscape and the Brookton Town Centre more generally.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the renewal of the Licence Agreement generally aligns to:

*Function 9 Asset Management*

*Action 9.6 – Review Asset Management Plan – Brookton Railway Station and Surrounds*

**Comment**

Following a number of discussions with Councillors and given the significance of the licence area (in particular the Railway Station and surrounds) it is recommended Council endorse execution of the licence agreement based on the defined area, as illustrated in **Figure 3** above and presented in **Attachment 15.02.19.02** to this report, although it is suggested some minor modifications be requested to the document before being executed. These changes are:

- 1. Under the ‘Assignment and sub-letting’ of the PTA General Licence Terms (Page 15) the following paragraph (highlighted in red text) be inserted to recognise the free use of the licence area as a general public space:

**3. Assignment and sub-letting**

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**3.1 No interest to be created without consent**

*The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.*

*Although the PTA does recognise the Licensee is a Local Authority that allows free access to the Licence Area by Members of the General Public, and may (from time to time) enter into agreement with a community group and organisation to use part of the Licenced Area for community benefit, providing such community activities do not interfere with or obstruct access to the operations and services of the PTA or its contractors.*

- 2. The second paragraph of 3.2 of the General Licence Terms (Page 16) be removed as reference to private corporation status is not relevant to a Local Government.

**3.2 Requirements**

*If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.*

~~*If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 0 applies accordingly.*~~

### **OFFICER'S RECOMMENDATION**

*That Council:*

- 1. Approve the 'Licence to Occupy L3542 Brookton' Agreement as presented in Attachment 15.04.19.02 (including modifications detailed in this report).*
- 2. Pursuant to Section 5.42 of the Local Government Act, 1995 delegate authority to the Chief executive Officer to determine minor wording changes to the Licence Agreement, as may be requested by the Public Transport Authority, providing any further modification does not change the intent, purpose or commitment of Council under the Agreement.*
- 3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Brookton on this documentation upon the final wording being agreed.*
- 4. Request accurate funding allocations be provided in the draft 2019/2020 Annual Budget for further consideration of Council as part of its budget deliberations in relation to:*
  - a) A detailed structural assessment and estimated costing of works on the structural integrity of the Railway Station building (including foundations and footings) being obtained.*
  - b) A suitable and effective barrier fence and signage being erected along the railway corridor within the Licence Area to ensure members of the public are directed to designated pedestrian crossings.*
  - c) The provision of additional long vehicle parking to the south of the existing public toilets on Robinson Road.*

*(Absolute majority vote required)*

### **Attachments**

**Attachment 15.04.19.02**

**That Council:**

- 1. Approve the 'Licence to Occupy L3542 Brookton' Agreement as presented in Attachment 15.04.19.02 (including modifications detailed in this report).**
- 2. Pursuant to Section 5.42 of the Local Government Act, 1995 delegate authority to the Chief executive Officer to determine minor wording changes to the Licence Agreement, as may be requested by the Public Transport Authority, providing any further modification does not change the intent, purpose or commitment of Council under the Agreement.**
- 3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Brookton on this documentation upon the final wording being agreed.**
- 4. Request accurate funding allocations be provided in the draft 2019/2020 Annual Budget for further consideration of Council as part of its budget deliberations in relation to:**
  - a) A detailed structural assessment and estimated costing of works on the structural integrity of the Railway Station building (including foundations and footings) being obtained.**
  - b) A suitable and effective barrier fence and signage being erected along the railway corridor within the Licence Area to ensure members of the public are directed to designated pedestrian crossings.**
  - c) The provision of additional long vehicle parking to the south of the existing public toilets on Robinson Road.**

**CARRIED BY ABSOLUTE MAJORITY VOTE 5-0**

**LICENCE TO OCCUPY**  
**L 3542 Brookton**

PARTIES

**PUBLIC TRANSPORT AUTHORITY  
OF WESTERN AUSTRALIA**  
(Licensor)

**SHIRE OF BROOKTON**  
(Licensee)

**DRAFT**

## Schedule

- Item 1      **Licensor**
- PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA** (ABN 61 850 109 576) of PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849 (PTA)
- Item 2      **Licensee**
- Shire of Brookton (ABN 74164408055) , 14 White Street Brookton WA 6306**
- Item 3      **Grant of Licence to Occupy**
- PTA grants a licence to the Licensee and the Licensee takes a licence of the Licensed Area on the terms set out in this Licence.
- Item 4      **Licensed Area**
- The Licensed Area the subject of this Licence is located in the rail reserve at **Brookton** as identified on plan number **L3542-2 Rev B**
- The Licensed Area of **3.95** Ha is shown **shaded blue** on the plan attached to this Licence.
- The Licensed Area includes any PTA's Property situated in the Licensed Area.
- The PTA's Property includes the following specific items:
- Brookton Railway Station, Platform, Goods Shed and Crane**
- Item 5      **Term**
- The term is **[10] years** commencing on **1<sup>st</sup> July 2018**
- Item 6      **Licence fee**
- The licence fee payable by the Licensee for this Licence is \$1.00 each year payable if and when demanded.
- Item 7      **Outgoings**
- The Licensee must pay to the relevant supplier or Authority or as otherwise directed by the PTA before they become overdue:
- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area;

- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees reasonably charged by the PTA in respect of this Licence,

as invoiced to the Licensee by the PTA. In the case of any amounts which are levied on other land as well as the Licensed Area, the Licensee must pay reasonable proportion of such charges, rates, and taxes relevant to the Licensed Area as reasonably determined by the PTA.

**Item 8 Permitted Use**

The Licensed Area may only be used for **Community Purpose** subject to the Licensee obtaining all relevant written approvals from all Authorities for the use of the Licensed Area for this purpose.

**Item 9 Insurance Requirements**

The Licensee must take out the following insurances:

- (1) public risk insurance for an amount not less than \$20,000,000.
- (2) insurance for all buildings, structures and improvements comprised in the Licensed Area and all the PTA's Property to their full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (3) insurance for all Licensee's Property to its full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (4) employer's indemnity insurance against any liability under common law or statute to pay damages to an employee.

Without limiting clause 5 of the General Licence Terms the Licensee must no later than:

- (1) the Commencement Date; and
- (2) each anniversary of the renewal date as specified in the relevant insurance policy,

provide the PTA with a certificate of currency issued by the insurer and noting the interests of the PTA to confirm that each required policy of insurance has been taken out and is current as required by this Licence.

**Item 10 Licensee's Obligations**

The Licensee covenants with the PTA to comply with the Licensee's Obligations.

**Item 11 PTA's General Licence Terms**

The PTA General Licence Terms in the form attached to this Licence are incorporated in this Licence.

**Item 12 Defined Terms**

Words defined in the PTA General Licence Terms have the same meaning when used in this Licence and are shown with an initial capital letter.

**Item 13 Additional Terms**

The additional terms attached to this Licence are incorporated in this Licence.

**DRAFT**



Dated

2019

EXECUTED as a deed.

Signed for and on behalf of the PUBLIC )  
TRANSPORT AUTHORITY OF )  
WESTERN AUSTRALIA by )

an officer of the Authority duly )  
authorised by the Authority pursuant to )  
section 51(5) of the *Public Transport )  
Authority Act 2003* for that purpose in )  
the presence of: )

.....  
Signature of Duly Authorised Officer

.....  
Name (Please Print)

.....  
Witness (signature)

.....  
Position held

.....  
Name (Please Print)

.....  
Address

.....  
Occupation

The Common Seal of Shire of Brookton )  
was affixed in the presence of : )

.....  
Signature of President

**Katrina Louise Crute**

.....  
Signature of Chief Executive Officer

**Ian Lindsay D'Arcy**

DRAFT

## Additional Terms

### 1 Lights

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The Licensee is to ensure that there is not at any time any light (white or coloured) on the Licensed Area in a position where it can affect any person on a train or other railway vehicle.

### 2 Plants and Trees

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The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted. The Licensee must maintain (including trimming and lopping) all plants and trees within the Licensed Area.

No Tall Growing Trees to be planted nor any Light Tower erected in licensed area

### 3 Licensee's Property and the PTA's Property

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The Licensee is to ensure that at all times all items of Licensee's Property and the PTA's Property in the Licensed Area are:

- (1) kept in a good state of repair and well maintained;
- (2) properly painted or treated; and
- (3) otherwise kept in a presentable and tidy condition.

### 4 Stock

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The Licensee is to ensure that at all times no stock or other animals stray on to the Licensed Area or through the Licensed Area on to other property owned by the PTA.

### 5 No building, stacking or obstruction of views

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The Licensee is to ensure that at all times:

- (1) no building or other structure is constructed or allowed to remain; and
- (2) no property is stacked or otherwise stored; and
- (3) no other item of property is installed, positioned or located,

on any part of the Licensed Area if the result is to obstruct the view of any person driving a train or other railway vehicle.

### 6 Drainage System

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If required by the PTA or any other person or Authority responsible for the condition of the railway, as soon as reasonably possible after the Commencement Date the

Licensee is to construct a drainage system on the Licensed Area to prevent water damage to the railway line running through or near the Licensed Area. The Licensee is to construct the drainage system in accordance with the design and specifications stipulated by the PTA. The cost of the drainage system, including the cost of complying with the PTA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the drainage system after it is constructed and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

## **7 Firebreaks**

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The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

## **8 Telephone Pole**

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The Licensee is to do everything reasonably possible to prevent damage occurring to any telephone pole and associated equipment including aerial lines belonging to the PTA and located on or near the Licensed Area.

## **9 Telecommunications Cable**

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The Licensee is not to interfere with or disturb any telecommunications cable on the Licensed Area and is to prevent any other person interfering with or disturbing any such telecommunications cable.

## **10 Fences**

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If required by the PTA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of the PTA.

A physical barrier is to be erected (and maintained) along the trackside boundary of the Licensed area (ie from Level Xing to Level Xing) by the Shire of Brookton (at its cost) to make any members of the Public using the area aware that they are close to an operating railway line and direct the Members of the Public to use the Existing Pedestrian Crossing.

## **11 Environmental Obligations**

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### **11.1 Definitions**

In this clause:

- (1) **Authorisation** includes a consent, declaration, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency, including any renewal or amendment;
- (2) **Contamination** means the presence of a substance in, on or under water or land at a concentration above the concentration at which the substance is normally present in the same locality, being a concentration that presents, or has the potential to present, a risk of harm to human health, the Environment or any Environmental Aspect;

- (3) **Environment** has the same meaning as that term is defined in the *Environmental Protection Act 1986 (Western Australia)* (as amended);
- (4) **Environmental Aspect** means in respect of any area:
- (a) each interaction of any activity on the area or of the area itself within the Environment;
  - (b) each of the following aspects of that area;
  - (c) heritage items on the land within the area or heritage values or significance of the area or anything on it;
    - (i) the flora and fauna in the area including threatened species, populations or ecological communities or their habitats in the area;
    - (ii) critical habitat in the area;
    - (iii) the propensity of the area to be affected by natural disasters such as bushfires, flooding or geotechnical characteristics of the area or any structures on it; and
  - (d) the zoning or permissible uses of the area.
- (5) **Environmental Expert** means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm;
- (6) **Environmental Harm** means any serious or material harm, damage or detriment to the Environment or an Environmental Aspect which is not Pollution or Contamination;
- (7) **Environmental Law** means any law relating to any aspect of the Environment or health or having as its objective the protection or enhancement of the Environment or any Environmental Aspect;
- (8) **Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise and in connection with any Environmental Law;
- (9) **Government Agency** means:
- (a) a government or government department or other government body;
  - (b) governmental, semi-governmental, or judicial person, entity or authority; or
  - (c) a person (whether autonomous or not) who is charged with the administration of any law.

- (10) **Pollution** means any unauthorised alteration of the Environment or an Environmental Aspect to its detriment or degradation which involves the release of any substance, the discharge of waste, an emission of noise, odour or electromagnetic radiation or the transmission of electromagnetic radiation;
- (11) **Relevant Land** means the Licensed Area and the Surrounding Land;
- (12) **Remediation Date** means the earlier of:
- (a) the date on which the Licensee assigns this Licence;
  - (b) the date on which the Term of this Licence expires; or
  - (c) 60 days after this Licence is terminated.
- (13) **Remedial Work** means any work to restore land affected by Contamination, Pollution or Environmental Harm, including to:
- (a) remove, destroy or reduce;
  - (b) dispose of or disperse;
  - (c) contain or encapsulate;
  - (d) treat;
  - (e) manage (including restrict or prohibit access to or use of the affected land); or
  - (f) abate or control,
- any Contamination, Pollution or Environmental Harm and to remove or minimise any risk or potential risk it presents to human health, the Environment or any Environmental Aspect;
- (14) **Surrounding Land** means any land adjacent to or in the vicinity of the Licensed Area.

## 11.2 Licensee's obligations

The Licensee must:

- (1) obtain any Authorisation required for the Permitted Use, before that use is undertaken and must keep all such Authorisations in full force and effect throughout the Term;
- (2) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation held by the Licensee in accordance with paragraph (1) and any other Authorisation provided to the Licensee by the PTA;
- (3) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of:
  - (a) an Authorisation relating to:



- (i) the Licensed Area; or
  - (ii) any conduct or activity relating to the Permitted Use, or
- (b) any Authorisation from time to time relating to the Relevant Land when a copy of such Authorisation is provided by the PTA to the Licensee;
- (4) not cause or allow Pollution, Contamination, or Environmental Harm to occur in, on or under the Relevant Land and if any of those do occur the Licensee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the PTA;
- (5) notify the PTA immediately on becoming aware of:
  - (a) the existence of any Contamination affecting the Relevant Land;
  - (b) any Pollution affecting the Relevant Land;
  - (c) the making of a complaint to any person, including but not limited to, the Licensee or the commencement of proceedings against the Licensee relating to an alleged failure by the Licensee to comply with an obligation under an Environmental Law or Authorisation; or
  - (d) an Environmental Notice being served on the Licensee or any other person which relates to or arises from the Licensee's use of the Licensed Area;
- (6) at the Licensee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Licensee's use of the Licensed Area, whether the notice is served on the PTA or the Licensee;
- (7) provide to the PTA on demand, copies of all Authorisations relating to the Licensee's use of the Licensed Area.

### **11.3 No representation or warranty in respect of Contamination, Pollution or Environmental Harm**

The PTA makes no warranties or representations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land. The Licensee relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land.

### **11.4 Licensee to Remediate at end of Term**

- (1) If the Licensee does not comply with clause 11.2, the Licensee must, at its cost, perform any necessary Remedial Work in relation to the Relevant Land by the Remediation Date.
- (2) The PTA may direct the Licensee to, at the Licensee's expense, engage an Environmental Expert to certify that the Licensee has completed the Remedial Work in accordance with paragraph (1).



- (3) If the PTA terminates this Licence, or the Licensee fails to comply with this clause 11.4, the PTA may engage an Environmental Expert to do those things outlined in this clause 11.4 at the Licensee's expense and the Licensee indemnifies the PTA against all costs incurred by the PTA under this paragraph (3).
- (4) The Licensee's obligations in this clause 11.4 survive termination of this Licence.
- (5) To the extent that the Licensee's obligation under this Licence is to perform Remedial Work that the PTA or another person would otherwise be responsible for under any Environmental Law, the Licensee must do everything necessary to transfer that responsibility from the PTA or that other person to the Licensee in accordance with any Environmental Law.

#### 11.5 Environmental Release

The Licensee releases the PTA from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time.

### 12 Termination before end of Term

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#### 12.1 Notice of Termination

Notwithstanding any other provision of this Licence if a party wants to terminate this Licence before the end of the Term for any reason, that party may terminate this Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given unless the other party agrees to a shorter period. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

#### 12.2 On termination

On the termination date, this Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to the PTA.

#### 12.3 Liability for payment and obligations

The Licensee remains liable for the payment of all money due under this Licence and to comply with its other obligations under this Licence until the termination date, and in the case of obligations which are expressed to survive the termination of this Licence, until they have been met.

### 13 Increase in Licence fee on Change in Use

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If at any time the Licensee requests the PTA to allow the Licensee to change the Permitted Use, the PTA may, as a condition of agreeing to that request, require that the Licence fee be increased from a date (after the Licensee's request) stipulated by the PTA and that this Licence be otherwise varied in the manner required by the PTA.

The Licensee is responsible for and must pay the PTA's reasonable costs incurred as a result of any change of the Permitted Use and anything required under this clause.

## **14 Access**

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### **14.1 Access Location**

If any part of the land owned by the PTA and adjoining the Licensed Area is shown on the plan attached to the Licence as available for the purpose of access to and from the Licensed Area, the Licensee may use that part, subject to this clause 14. The Licensee may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.

### **14.2 Compliance with directions**

The Licensee is to promptly comply with directions given by the PTA concerning the use of the land referred to in this clause for access purposes.

### **14.3 Application of indemnity**

Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Licensee for access purposes as if that land forms part of the Licensed Area.

### **14.4 Non-Liability**

The PTA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by the PTA or by an employee or agent or other person under the control of the PTA.

## **15 Access to Services**

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The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

## **16 Redecoration**

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Not used

## **17 Goods and Services Tax**

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### **17.1 Definitions**

Unless otherwise stated, in this clause:

**GST** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Licence fee and Outgoings or other money payable to the PTA for goods or services or property.

**Supply** means a good or service or property supplied under this Licence, including but not limited to the Licensed Area, and other goods or services or property the cost of which comprises part of the Outgoings.

#### **17.2 Licensee must pay GST**

The Licensee must pay to the PTA the amount of any GST the PTA pays or is liable to pay on a Supply.

#### **17.3 Licensee must pay GST at same time**

The Licensee must pay to the PTA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that Supply, including in relation to Licence fee, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.

#### **17.4 Prices do not include GST**

The price for each Supply, including Licence fee, fixed or determined under this Licence does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Licence.

#### **17.5 Apportionment of GST**

Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee's Contribution to Operating Expenses is determined.

#### **17.6 Statement of GST paid is conclusive**

A written statement given to the Licensee by the PTA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

### **18 Electrical Work**

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#### **18.1 Landlord's consent**

The Licensee must not carry out any electrical work in or upon the Licensed Area without the prior written consent of the PTA, such consent not to be unreasonably withheld.

#### **18.2 Licensed Electrical contractor**

The Licensee must ensure that any electrical work carried out in or on the Licensed Area:

- (1) is performed by an electrical contractor who is duly qualified and licensed as required by all relevant acts, regulations and by-laws; and
- (2) complies with all requirements of any statute (State or Federal) regulation or by-law relating to the work and is carried out in accordance with best industry practice.

## 19 Holding over

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If the Licensee continues to occupy the Licensed Area after the end of the Term with the consent of the PTA:

- (1) the Licensee is a monthly Licensee of the Licensed Area: and
- (2) the monthly licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and
- (3) all the provisions of this Licence apply to the monthly tenancy except any option to extend the Term.

## 20 Graffiti

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The Licensee must remove all graffiti appearing on the Licensed Area after the Licensee becomes aware of it, or is made aware of it by the PTA, within the following periods:

- (1) in the case of offensive or obscene graffiti – 1 hour;
- (2) in the case of other graffiti – 24 hours.

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## PTA General Licence Terms

These terms may be incorporated in any licence granted by the PTA.

Words which are defined at the end of these the PTA General Licence Terms have an initial capital letter.

### **1 Term**

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#### **1.1 Term Specified in the Schedule**

The Licence is granted for the Term specified in Item 5 of the Schedule, subject to clause 1.2.

#### **1.2 Immediate Termination by the PTA**

Without limitation, the PTA may terminate the Licence by notice to the Licensee at any time that:

- (1) the PTA determines in the PTA's discretion that the Licensed Area is required for the provision of services or other use or uses for the benefit of the general public; or
- (2) the Licensee does not comply with the Licensee's Obligations in the Licence.

#### **1.3 No compensation**

No compensation is payable by the PTA to the Licensee if the PTA terminates the Licence under clause 1.2.

### **2 Licence fee and Outgoings**

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The Licensee is to pay the Licence fee and the Outgoings to the PTA as specified in the Schedule.

### **3 Assignment and sub-letting**

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#### **3.1 No interest to be created without consent**

The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.

Although the PTA does recognise the Licensee is a Local Authority that allows free access to the Licence Area by Members of the General Public, and may (from time to time) enter into agreement with a community group and organisation to use part of the Licenced Area for community benefit, providing such community activities do not interfere with or obstruct access to the operations and services of the PTA or its contractors.



### 3.2 Requirements

If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.

~~If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 3.1 applies accordingly.~~

### 3.3 Exclusion of statutory provisions

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to the Licence.

### 3.4 Costs and expenses

The Licensee is to pay to the PTA on demand all fees and expenses incurred by the PTA in connection with a proposed assignment or sub-licence.

## 4 Use of Licensed Area

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### 4.1 Permitted Use

The Licensee must use the Licensed Area only for the Permitted Use and the Licensee must not use the Licensed Area for any other purpose unless the PTA consents.

### 4.2 Licensee's own enquiries

The Licensee acknowledges that it has relied on its own enquiries as to how the Licensed Area may be used and not on any representation from the PTA.

### 4.3 Approval for Use

The Licensee must obtain all approvals required from all Authorities for the Permitted Use and if requested must give a copy of any such approval to the PTA.

### 4.4 No Warranty by the PTA

The PTA does not warrant that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. To the extent permitted by law, any warranty in relation to the Licensed Area which is implied by law is excluded and does not apply to the Licence.

## 5 Insurances

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In respect of insurances required by the Licence, the Licensee must:

- (1) give the PTA a certificate of currency whenever requested by the PTA;
- (2) pay each premium before the due date; and

- (3) give notice to the PTA immediately if an event occurs which may give rise to a claim under any of the insurances or which could adversely affect any of them or if any insurance is cancelled.

Without limitation, if the Licensee does not comply with the obligation to take out and maintain any insurance required by the Licence, the PTA may take out and maintain that insurance and the Licensee must pay all costs incurred by the PTA in doing so on demand.

## **6 Indemnity**

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### **6.1 By the Licensee**

The Licensee indemnifies the PTA against any cost, expense, loss or other liability resulting from:

- (1) any loss or damage to the Licensed Area or other property; or
- (2) the death of or injury to or illness of any person,

caused by:

- (3) any act, negligence or default of the Licensee or the Licensee's Employees, Agents and Visitors; or
- (4) any danger created by the Licensee or the Licensee's Employees, Agents and Visitors.

### **6.2 PTA not liable**

The PTA is not liable for any cost, expense, loss or other liability resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Licensed Area unless caused by the negligence of the PTA or any employee or agent of the PTA.

## **7 Compliance with laws and requirements**

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The Licensee must comply with all requirements of any Authority and all laws in connection with the Licensed Area, the Licensee's Property and the Licensee's Activities.

## **8 Maintenance, repair and alteration**

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### **8.1 Maintenance and repair**

The Licensee must at all times:

- (1) keep and maintain the Licensed Area in a clean and tidy condition and promptly remove any rubbish or waste;
- (2) maintain all authorised signs in or attached to the Licensed Area in good condition;



- (3) maintain any drains and pipes on the Licensed Area in a clean and free flowing condition; and
- (4) keep the Licensee's Property in good repair and condition.

## 8.2 No interference with Services

The Licensee must not modify or interfere with the Services serving the Licensed Area or any equipment connected to those Services.

## 8.3 Alterations to the Licensed Area

The Licensee must not make any alteration or addition to the Licensed Area unless the PTA consents.

## 8.4 Damage to the Licensed Area

The Licensee must not cause or allow damage to the Licensed Area.

## 8.5 Building work

In carrying out its obligations to maintain the Licensed Area in good condition and to redecorate and if making any alterations or additions to the Licensed Area the Licensee must:

- (1) before carrying out any building work, obtain the PTA's approval to the plans and specifications for the work;
- (2) (if the PTA consents) comply with any conditions of consent and also comply with the requirements of any Authority and all laws and standards which apply to the work at the time the work is carried out; and
- (3) carry out the work in a safe and proper manner.

## 9 Licensee's general obligations

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### 9.1 Positive obligations

The Licensee must:

- (1) carry out all Licensee's Activities in the Licensed Area in a safe and proper manner;
- (2) install and maintain in safe working order residual current free devices to all fixed electricity supply sockets in the Licensed Area which may be used for portable or hand held electrical equipment in accordance with the Occupational Safety and Health Regulations 1996;
- (3) immediately comply with the PTA's directions for the purpose of protecting property or persons in the Licensed Area;

## 9.2 Negative obligations

In connection with the Licensed Area, the Licensee must not:

- (1) do anything which is offensive or a nuisance;
- (2) interfere with or obstruct access to the Services;
- (3) use facilities in or near the Licensed Area, including the toilets and drains, for any improper purpose;
- (4) put up any signs, notices or advertisements without the PTA's consent.

## 10 PTA's Entry Rights

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The PTA may at any reasonable time and without the need for prior notice enter the Licensed Area with or without workmen, plant, equipment and materials to:

- (1) inspect the state of repair of the Licensed Area;
- (2) verify that the Licensee is complying with the Licensee's Obligations;
- (3) maintain, repair or alter the Licensed Area or the Services;
- (4) carry out structural alterations or other works to the Licensed Area required by the PTA or an Authority; and
- (5) remove harmful substances.

## 11 Termination for Default

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If at any time:

- (1) any money payable by the Licensee remains unpaid for 14 days after becoming due; or
- (2) the Licensee is in breach of any other Licensee's Obligation for more than 14 days after notice has been given to the Licensee of the breach;
- (3) a judgment, order or an encumbrance is enforced, or becomes enforceable against the Licensee's interest in the Licence or the Licensee's Property; or
- (4) an Insolvency Event occurs in respect of the Licensee,
- (5) the Licensee abandons the Licensed Area or otherwise repudiates the Licence,

the PTA may terminate the Licence by re-entering the Licensed Area without notice or by notice to the Licensee.

## 12 Licensee's Obligations on termination

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### 12.1 Licensee to vacate

Immediately on the termination of the Licence for any reason, the Licensee must vacate the Licensed Area, remove the Licensee's Property and make good to the satisfaction of the PTA any damage caused by that removal.

### 12.2 Non-removal

The obligation to remove the Licensee's Property in clause 12.1 does not apply to any buildings, improvements or other fixtures which the PTA requires, by notice to the Licensee, not to be removed.

### 12.3 Removal of Licensee's Property

If the Licensee does not comply with clause 12.1, the PTA may remove the Licensee's Property from the Licensed Area and dispose of it in any manner.

## 13 Costs, expenses, duties and fees

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The Licensee must pay or reimburse the PTA on demand for all the PTA's costs and expenses, including legal costs and expenses and consultants and agents fees, in relation to the preparation of the Licence.

## 14 Interpretation

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### 14.1 Definitions

In these PTA General Licence Terms and in the Licence:

- (1) **Authority** means any governmental or other public body, local authority or other authority of any kind.
- (2) **Commencement Date** means the commencement date of the Term stated in the Licence.
- (3) **Insolvency Event** means the happening of any of the following events in relation to the Licensee:
  - (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
  - (b) it becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);
  - (c) the appointment of a controller, as defined by the Corporations Act 2001, in respect of any of its assets;
  - (d) it is wound up or dissolved;
  - (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;

- (f) it is, or is deemed to be or is presumed by law to be insolvent or unable to pay its debts; or
  - (g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001*.
- (4) **Licence** means any licence which incorporates these PTA General Licence Terms.
  - (5) **Licensed Area** has the meaning given in Item 4 of the Schedule.
  - (6) **Outgoings** means the outgoings referred to in Item 7 of the Schedule.
  - (7) **Permitted Use** means the use of the Licensed Area stated in the Licence.
  - (8) **PTA's Property** means all the plant and equipment, fixtures, fittings, furniture including curtains, blinds and lights in or fixed to the Licensed Area that are not the Licensee's Property, including any items specified in the Schedule.
  - (9) **Licence fee** means the annual licence fee stated in the Licence.
  - (10) **Services** means services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire sprinkler system.
  - (11) **Licensee** means the person stated in the Licence as the Licensee including successors and any assignee or sub-Licensee.
  - (12) **Licensee's Activities** any activities of the Licensee in connection with the Licensed Area.
  - (13) **Licensee's Employees, Agents and Visitors** means each of the Licensee's employees, agents, contractors, service suppliers, sub-lessees, licensees, other visitors, and any other person who at any time is on the Licensed Area with the consent of the Licensee.
  - (14) **Licensee's Obligations** means the obligations of the Licensee in the Licence.
  - (15) **Licensee's Property** means any buildings, improvements, other fixtures, and any plant or equipment, fittings, furniture and furnishings or other property which the Licensee constructs on or installs in or fixes to the Licensed Area or brings on to the Licensed Area.
  - (16) **Schedule** means the Schedule in the Licence.
  - (17) **Term** means the term specified in the Licence.

#### 14.2 Interpretation Rules

In these PTA General Licence Terms and the Licence, unless otherwise stated:

- (1) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or

replacements of any of them occurring at any time before or after the date of the Licence;

- (2) the singular includes the plural and vice versa;
- (3) the word person includes a firm, a body corporate, an unincorporated association or an Authority;
- (4) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (5) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period, and
- (6) a reference to a month is to a calendar month;
- (7) where the word 'including' or 'include' is used, it is to be taken to be followed, where the context permits, by the words: 'but not limited to'; and
- (8) a reference to the PTA includes any person authorised by the PTA to represent the PTA in connection with the Licence.

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**16.04.19 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**17.04.19 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

Nil

**18.04.19 CONFIDENTIAL REPORTS**

**OCM 04.18-10**

**COUNCIL RESOLUTION  
MOVED CR MILLS SECONDED CR EYRE**

*That Council close the meeting to the public in accordance with the Local Government Act 1995, Part 5, and Section 5.23, that states in part:*

- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
  - (b) the personal affairs of any person;*

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**18.04.19.01 PROCESS TO SELL PROPERTY FOR OUTSTANDING RATES BROOKTON**

<b>File No:</b>	A426
<b>Date of Meeting:</b>	16/04/2019
<b>Location/Address:</b>	
<b>Name of Applicant:</b>	Shire of Brookton
<b>Name of Owner:</b>	
<b>Author/s:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	The author & authorising officer have no interest in this matter.
<b>Voting Requirements:</b>	Absolute Majority
<b>Previous Report:</b>	N/A

**Summary of Item:**  
The Shire has been advised that legal action has been commenced against the owner of house to recoup outstanding rates and levies. The matter was heard by the Magistrates Court in March 2019 with the property owner informing the Court they cannot pay the outstanding rates and levy’s (rubbish charge, ESL & legal fees) owed on the property. The current amount outstanding is \$11,066.04 and accruing interest at 11%pa.

This matter has been ongoing since 2010 and the Shire has been more than accommodating given the circumstances. Unfortunately, despite their assurances to the contrary, the owner of the property has not been able to make nor commit to regular arrangements to reduce the amount of rates debt which is continuing to accumulate.

As this matter has again been through the Court system, the only option open for the Shire now is to commence a “Property Seizure and Sale Order” process to sell the land (commonly known as a PSSO). In order to commence such an option, Council is required to resolve to proceed with such action.

**OCM 04.18-11**

**COUNCIL RESOLUTION**

**MOVED CR WALKER      SECONDED CR EYRE**

***That Council:***

- 1. Pursuant to Sections 6.55 and 6.64 of the Local Government Act, 1995 agree to commence a process to sell the land known as House Number 82 Cumming Street, Brookton for the outstanding rates, levies and charges due and payable to the Shire of Brookton.***
- 2. Authorise the CEO to engage AMPAC Debt Recovery Pty Ltd to initiate the process for the Property Seizure and Sale Order on behalf of the Shire of Brookton.***

**CARRIED BY ABSOLUTE MAJORITY VOTE 5-0**

**OCM 04.18-12**

**COUNCIL RESOLUTION**

**MOVED CR EYRE      SECONDED CR FANCOTE**

***That Council re-open the meeting to the public.***

**CARRIED BY SIMPLE MAJORITY VOTE 5-0**

**19.04.19      NEXT MEETING & CLOSURE**

The next Ordinary meeting of the Council will be held on Thursday 16 May 2019 commencing at 5.00 pm.

There being no further business the meeting was closed at 5.30pm.