



## ORDINARY MEETING OF COUNCIL

### MINUTES

18 MAY 2023

These minutes were confirmed by Council as a true and correct record of proceedings by the Ordinary Council Meeting held on 15/6/23

Presiding Member: *[Signature]* Date: 15 June 2023

#### 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.

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**1.05.23 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The Shire President, Cr Crute, declared the Meeting open at 6.00pm.

On behalf of Council, I would like to acknowledge that this meeting is being held on the traditional lands of the Nyoongar People and pay respect to all Elders, past, present, and emerging. I wish to acknowledge and respect local people’s continuing culture and the contribution they make to Country and its life.

**2.05.23 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE**

Elected Members (Voting)

Cr KL Crute (Shire President)  
Cr NC Walker (Deputy Shire President)  
Cr HA Bell  
Cr CE Hartl  
Cr C Hayden  
Cr TD Lilly

Staff (Non-Voting)

Gary Sherry Chief Executive Officer  
Deanne Sweeney Manager Corporate and Community  
Les Vidovich Manager Infrastructure and Works  
Kevin D’Alton Manager Projects  
Sandie Spencer Executive Governance Officer

Apologies

Nil.

Leave of absence

Cr MG Macnab

Members of the Public

Nil.

**3.05.23 USE OF COMMON SEAL – APRIL 2023**

The Table below details the Use of Common Seal under delegated authority for the month of April 2023.

Use of Common Seal Register		
File Ref:	Purpose	Date Granted

**4.05.23 DELEGATED AUTHORITY – ACTIONS PERFORMED – APRIL 2023**

The Table below details the actions of Council performed under delegated authority for the month April 2023.

Shire of Brookton, Delegation Register, 1.41 Building Matters – Permits, Certificates & Orders

<b>BUILDING</b>			
<b>Permit No.</b>	<b>Lot &amp; Street</b>	<b>Type of Building Work</b>	<b>Date Granted</b>

Shire of Brookton, Delegation Register, 1.37 Specific Provisions under the Town Planning Scheme No. 4.

<b>PLANNING</b>					
<b>File Ref</b>	<b>Application Ref</b>	<b>Subject Land (incl. Scheme No.)</b>	<b>Purpose</b>	<b>Date Granted</b>	

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

Nil.

**6.05.23 PUBLIC QUESTION TIME**

Nil.

**7.05.23 APPLICATIONS FOR LEAVE OF ABSENCE**

Nil.

**8.05.23 PETITIONS/DEPUTATIONS/PRESENTATIONS**

Nil.

**9.05.23 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS****9.05.23.01 ORDINARY MEETING OF COUNCIL – 20 APRIL 2023****OCM 05.23-01****COUNCIL RESOLUTION**

**MOVED Cr Hartl                      SECONDED Cr Hayden**

*That the minutes of the Ordinary meeting of Council held in the Shire of Brookton Council Chambers, on 20<sup>th</sup> April 2023, be confirmed as a true and correct record of the proceedings.*

**CARRIED BY SIMPLE MAJORITY VOTE 6/0**

**10.0523 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

Nil.

**11.05.23 DISCLOSURE OF INTERESTS**

Item no.	Members/Officers	Type of Interest	Nature of Interest
Nil.			

**12.05.23 TECHNICAL & DEVELOPMENT SERVICES REPORTS**

Nil.

**13.05.23 COMMUNITY SERVICES REPORTS**

Nil.

**14.05.23 CORPORATE SERVICES REPORTS****14.05.23.01 CASH-IN-LIEU FUNDS PUBLIC OPEN SPACE**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Deanne Sweeney – Manager Corporate and Community
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Absolute Majority
<b>Previous Report:</b>	N/A

**Summary of Report:**

Council is consider seeking approval from the Western Australia Planning Commission (WAPC) to expend cash-in-lieu funds held for public open space.

**Description of Proposal:**

An application is requested to be made to the WAPC for expenditure of cash-in-lieu funds held totalling \$13,820.00. The funds are proposed to be expended on park furniture and a shade shelter at Brookton Memorial Park, with the maximum project budget allocation of \$20,955.00. This would include an estimated council contribution of \$7,135.00 in the 2023/24 Annual Budget.

**Background:**

Under the Planning & Development Act 2005 (PDA) Council holds funds in lieu of Open Public Space. Funds received 03 July 2009 totalling \$13,820.00 for application number 132585 DP 59204 for the subdivision of land at Gaynor Street, Brookton.

Cash in lieu is held to ensure that the provision of Public Open Space (POS) allows for reasonable distribution of land for active and passive recreation.

Where possible, funds should be allocated in accordance with strategic planning framework, including any adopted Council open space strategy or plans or to meet local public open space or recreational needs.

Cash-in-lieu funds can only be expended within the locality of the newly subdivided lots for which the cash-in-lieu is being provided, and where these local areas are seen to benefit from this expenditure. In determining what is an appropriate location and distance of POS in the locality of the newly subdivided lots, consideration for improvements to an existing POS.

For an existing POS site it should be at a close proximity to the site where the cash-in-lieu funds were provided. The Brookton Memorial Park is located 639.6 meters from the subdivision.

**Consultation:**

Nil

**Statutory Environment:**

Section 6.8 of the Local Government Act 1995 refers to expenditure from the municipal fund that is not included in the annual budget. Any adjustments to a budget allocation must be made by an absolute majority decision of the Council. Additionally, where no budget allocation exists, expenditure is not to be incurred until such time as it is authorised in advance, by an absolute majority decision of the Council.

**Relevant Plans and Policy:**

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

**Financial Implications:**

There are no impacts on the adopted 2022/23 Budget.

**Risk Assessment:**

The risk is assessed as “Medium”. Failure to allocate the funds to projects which enhances amenities may result in community complaints.

	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

**Community & Strategic Objectives:**

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – October 2020, duly appended to the Brookton Corporate Business Plan <2032.

Specifically, the amended Policy supports the following Business Unit and Functions

*13. Green Spaces and Water Management*

*13.3 Maintain Shire parks, gardens and ovals*

**Comment:**

The Officer's Recommendation seeks that council endorse the application to the WAPC to expend the cash-in-lieu of Public Open Space funds to improve the quality of facilities which will benefit residents and visitors to Brookton.

**OFFICER'S RECOMMENDATION**

That Council, endorse the application to the Western Australia Planning Commission (WAPC) to expend the cash-in-lieu funds held for public open space for park furniture and a shade shelter totalling \$20,955.00, being \$13,820.00 cash-in-lieu funds and \$7,135.00 Council contribution in the 2023/24 Budget.

*(Absolute majority vote required)*

**OCM 05.23-02****COUNCIL RESOLUTION**

**MOVED Cr Walker            SECONDED Cr Lilly**

***That Council, endorse the application to the Western Australia Planning Commission (WAPC) to expend the cash-in-lieu funds held for public open space for park furniture and a shade shelter totalling \$20,955.00, being \$13,820.00 cash-in-lieu funds and \$7,135.00 Council contribution in the 2023/24 Budget.***

**CARRIED BY ABSOLUTE MAJORITY VOTE 6/0**



**14.05.23.02 INFORMATION TECHNOLOGY (IT) BUDGET PROJECT ALLOCATION**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Deanne Sweeney – Manager Corporate and Community
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Absolute Majority
<b>Previous Report:</b>	14.02.23.09

**Summary of Report:**

Council is requested to approve a 2022/23 budget amendment for the Information Technology (IT) onboarding project for Wallis Computer Solutions.

**Description of Proposal:**

During the course of preparing the 2022/23 Budget, an adopted amount of \$ 164,605 was set aside for Admin General Operating Expenses IE Code 327 Consultants/Contractors this included a contingency of \$43,450. The amount required to be allocated by the Shire of Brookton to the Information Communication and Technology (ICT) System project is \$41,048 - ITINFCAP.001.340 \$7,998, E042020.35 \$24,665 and E136101.335 \$8,385, leaving a contingency project balance of \$2,402 It is recommended that the following projects are funded from these funds.

Description	Allocation	Cost Exc GST
Point to Point Link Admin to CRC - Includes travel & freight	ITINFCAP.001.340	\$2,499.00
Point to Point Link Admin to Depot - Includes travel & freight	ITINFCAP.001.340	\$2,499.00
Estimated Installation Point to Pint Links	ITINFCAP.001.340	\$3,000.00
Ubiquiti Unifi Switch Pro 48 Port - Administration Office (connects multiple networks)	E042020.335	\$2,565.00
Ubiquiti Unifi Switch Pro Port - CRC (connects multiple networks)	E136101.335	\$1,582.00
Colour coded network cables for rack and device	E042020.335	\$1,100.00
Data Mitigation to Sharepoint - CRC (keep a secure & stable business network)	E136101.335	\$3,008.00
Azure AD Migration to Cloud - CRC (keep a secure & stable business network)	E136101.335	\$3,046.00
Existing equipment cleanup of old data - CRC	E136101.335	\$749.00
Additional Hours estimated 150 @ \$140.00 per hour	E042020.335	\$21,000.00
<b>Total</b>		<b>\$41,048.00</b>

**Background:**

At the Ordinary Council Meeting on 16 February 2023 Council endorsed the Request for Quotation received from Wallis Computer Solutions for Information Communication and Technology (ICT) System Support Service for an initial three year period.

To ensure the safety and security of our ICT environment expenditure relating to the initial onboarding of Wallis Computer Solutions (WCS) has increased, this is due to the additional hours in preparing our IT systems and networks up to a level that can be supported to a satisfactory standard. WCS are ensuring our system will have full compliance with their systems, standards and processes.

In addition there are project costs associated with the installation and upgrading of our IT infrastructure, providing improvement performance of our IT system. The requested budget projects and additional onboarding hours where outside the scope of the original Request for Quotation.

**Consultation:**

Internal consultation has occurred at the April 2023 Corporate Briefing Forum with Elected Members.

**Statutory Environment:**

Section 6.8 of the Local Government Act 1995 refers to expenditure from the municipal fund that is not included in the annual budget. Any adjustments to a budget allocation must be made by an absolute majority decision of the Council. Additionally, where no budget allocation exists, expenditure is not to be incurred until such time as it is authorised in advance, by an absolute majority decision of the Council.

**Relevant Plans and Policy:**

Council's Policy 2.36 – Procurement provides where the value of procurement is between \$40,001 - \$250,000 at least three written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specifications of goods and services.

Certain circumstances may arise where it is not reasonably practicable to adhere to the requirements of the Policy, with the purchasing exemption requirements including:

- The supply of goods or services obtained through the Western Australian Local Government Association ("WALGA") Preferred Suppliers Program.

**Financial Implications:**

There are no impacts on the adopted 2022/23 Budget.

**Risk Assessment:**

The risk is assessed as "Medium". Failure to allocate the budget projects funds the potential risk could include loss of data, increase cyber security threats and inefficient systems. There is also the risk that our system may not be supported to a satisfactory standard by Wallis Computer Solutions.

	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

### Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – October 2020, duly appended to the Brookton Corporate Business Plan <2032.

Specifically, the amended Policy supports the following Business Unit and Functions

#### 21. IT Management

21.1 Review computer hardware and software operating system

21.2 Review ICT back system

### Comment:

The Officer's Recommendation seeks that Council endorse the expenditure for the budget project allocation for Information Communication and Technology (ICT) System to ensure our system and networks are at a level that can be supported to a satisfactory standard.

### OFFICER'S RECOMMENDATION

That Council, approve the transfer of expenditure of \$41,048 (GST Exclusive) from E042020.327 to ITINFCAP.001.340 \$7,998, E042020.35 \$24,665 and E136101.335 \$8,385 resulting in zero impact on the 2022/23 Adopted Budget.

*(Absolute majority vote required)*

### **OCM 05.23-03**

#### **COUNCIL RESOLUTION**

**MOVED Cr Lilly**

**SECONDED Cr Hartl**

***That Council, approve the transfer of expenditure of \$41,048 (GST Exclusive) from E042020.327 to ITINFCAP.001.340 \$7,998, E042020.35 \$24,665 and E136101.335 \$8,385 resulting in zero impact on the 2022/23 Adopted Budget.***

**CARRIED BY ABSOLUTE MAJORITY VOTE 6/0**

**14.05.23.03 WEST BROOKTON BUSH FIRE BRIGADE - APPLIANCE BAY FACILITY & AMENITIES**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Deanne Sweeney – Manager Corporate and Community
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Absolute Majority
<b>Previous Report:</b>	N/A

**Summary of Report:**

Council is requested to approve a 2022/23 budget amendment to undertake the earthworks at the West Brookton Bushfire Brigade - Appliance Bay Facility & Amenities.

**Description of Proposal:**

A number of quotes have been sourced from suitable contractors and consultants for earthworks at the site of York-Williams Road upon which the Shire of Brookton is constructing a Fire Station building for the West Brookton Volunteer Bush Fire Brigade. Councils' endorsement of unbudgeted expenditure of \$73,748.75 as part of the 2022/23 budget.

**Background:**

Council were successful in the 2021/22 Department of Fire and Emergency Services Local Government Grants Scheme for the construction of a new Volunteer Bush Fire Service two Appliance Bay Facility including Amenities for the Shire of Brookton and the West Brookton Fire Brigade for the purpose of the bush fire brigade.

The total grant funding of \$573,811.00 excluding GST was approved for the construction of the facility. The project definition and/or anticipated activities of the grant agreement did not include earthwork expenditure and therefore is to be funded by the Shire of Brookton.

**Consultation:**

Internal consultation has occurred with the Executive Team.

**Statutory Environment:**

Section 6.8 of the Local Government Act 1995 refers to expenditure from the municipal fund that is not included in the annual budget. Any adjustments to a budget allocation must be made by an absolute majority decision of the Council. Additionally, where no budget allocation exists, expenditure is not to be incurred until such time as it is authorised in advance, by an absolute majority decision of the Council.

**Relevant Plans and Policy:**

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

**Financial Implications:**

The 2022/23 budget does not accommodate for the unbudgeted expenditure of \$73,749.00 this is to be funded from the Municipal Building & Facility Reserve.

**Risk Assessment:**

The risk is assessed as “Medium”. Failure to allocate the funds to projects which protect against the threat and devastation of fire may result in significant impacts to our community.

	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

**Community & Strategic Objectives:**

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – October 2020, duly appended to the Brookton Corporate Business Plan <2032.

Specifically, the amended Policy supports the following Business Unit and Functions

8. *Emergency Management*
  - 8.7 *Support Bushfire Volunteer Brigades / Volunteer Emergency Services*

**Comment:**

The Officer’s Recommendation seeks that Council endorse the expenditure for the earthworks for the construction of the two Appliance Bay Facility & Amenities on York-Williams Road, Brookton.

**OFFICER'S RECOMMENDATION**

That Council, approve the earthwork expenditure at a total cost of \$73,748.75 (GST Exclusive) to be funded from the Municipal Building & Facility Reserve.

*(Absolute majority vote required)*

**OCM 05.23-04**

**COUNCIL RESOLUTION**

**MOVED Cr Hartl                      SECONDED Cr Hayden**

***That Council, approve the earthwork expenditure at a total cost of \$73,748.75 (GST Exclusive) to be funded from the Municipal Building & Facility Reserve.***

**CARRIED BY ABSOLUTE MAJORITY VOTE 6/0**

#### 14.05.23.04 LIST OF PAYMENTS – APRIL 2023

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Kathy Muller – Finance Administration Officer - Creditors
<b>Authorising Officer:</b>	Deanne Sweeney - Manager Corporate and Community
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item.
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	20 April 2023

#### Summary of Item

The purpose of this report is to present the list of payments for the month of April 2023, as required under the *Local Government (Financial Management) Regulations 1996*.

#### Description of Proposal

To present to Council, the accounts paid under Delegation 1.1, Power to Make Payments.

#### 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.

#### Consultation

There has been no consultation on this matter.

#### Statutory Environment

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
  - (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
    - (a) the payee's name; and
    - (b) the amount of the payment; and
    - (c) the date of the payment; and
    - (d) sufficient information to identify the transaction.
  - (2) A list of accounts for approval to be paid is to be prepared each month showing —
    - (a) for each account which requires council authorisation in that month —
      - (i) the payee's name; and
      - (ii) the amount of the payment; and
      - (iii) sufficient information to identify the transaction; and
    - (b) the date of the meeting of the council to which the list is to be presented.

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

*The Local Government (Administration) Regulations 1996* require that:

13. Publication of unconfirmed minutes of meetings (Act s. 5.25(1)(i))
  - (1) The CEO must publish on the local government’s official website —
    - (a) the unconfirmed minutes of each council and committee meeting that is open to members of the public;

### Relevant Plans and Policy

The Chief Executive Officer, under relevant delegation, is authorised to arrange purchase of specific items in the budget, which do not require calling tenders, providing that it is within the approved and adopted budget.

### Financial Implications

No financial implications have been identified at the time of preparing this report.

### Risk Assessment

The risk in relation to this matter is assessed as ‘Medium’ on the basis that if Council does not accept the payments. The risk identified would be failure to fulfil statutory regulations or compliance requirements. Shire Officer’s provide a full detailed listing of payments made in a timely manner.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

### Community & Strategic Objectives

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – October 2020, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.



## **Comment**

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the Shire's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996*, a list of accounts paid is to be provide to Council, where such delegation is made.

Contained at Attachment 04.05.23.04B is a detailed transaction listing of credit card expenditure paid for the period ended 30 April 2023.

## **OFFICER'S RECOMMENDATION**

That Council receive:

1. in accordance with Regulation 13 of the Local Government (Financial Management) Regulations 1996, the list of accounts paid in April 2023 under delegated authority, totalling \$826,313.07, as contained within Attachment 14.05.23.04A; and
2. the list of credit card transactions paid in April 2023, totalling \$2,309.81, as contained within Attachment 14.05.23.04B.

*(Simple majority vote required)*

## **OCM 05.23-05**

### **COUNCIL RESOLUTION**

**MOVED Cr Lilly**

**SECONDED Cr Bell**

***That Council receive:***

3. ***in accordance with Regulation 13 of the Local Government (Financial Management) Regulations 1996, the list of accounts paid in April 2023 under delegated authority, totalling \$826,313.07, as contained within Attachment 14.05.23.04A; and***
4. ***the list of credit card transactions paid in April 2023, totalling \$2,309.81, as contained within Attachment 14.05.23.04B.***

**CARRIED BY SIMPLE MAJORITY VOTE 6/0**

## **Attachments**

**Attachment 14.05.23.04A – List of Payments for April 2023.**

**Attachment 14.05.23.04B – List of Credit Card Transactions for April 2023.**

## List of Payments for April 2023

Chq/EFT	Date	Name	Description	Amount
EFT14273	03/04/2023	ALLSTRONG OUTDOOR	UNIT 2 33 WHITTINGTON ST REPLACED GARAGE DOOR MOTOR AND CARRIED OUT FULL SERVICE	\$1,320.00
EFT14274	03/04/2023	ALLWEST PLANT HIRE AUSTRALIA PTY LTD	ONGOING HIRE OF MULTI TYRE ROLLER. DANGIN-MEARS 20 DAYS. HIRE OF WA250 LOADER FOR APPROXIMATELY 2 WEEKS DANGIN-MEARS RD	\$8,926.50
EFT14275	03/04/2023	ARM SECURITY	2022/23 ALARM MONITORING CHARGES FROM 01 APRIL 23 TO 30 JUNE 23	\$196.13
EFT14276	03/04/2023	AUSTRALIA POST	ADMIN & CRC POSTAGE COSTS FOR FEB 2022 & ANNUAL PO BOX FEE	\$530.14
EFT14277	03/04/2023	BE SURVEYS (BUNBURY ENGINEERING SURVEY)	LAND SURVEY FOR THE BFBB LOCATED ON YORK/WILLIAMS ROAD	\$1,718.75
EFT14278	03/04/2023	BEST OFFICE SYSTEMS	CRC PHOTOCOPIER CALL OUT FEE UPDATE FIRMWARE & INSTALL PRINTER DRIVER	\$77.00
EFT14279	03/04/2023	BOB WADDELL & ASSOCIATES PTY LTD	ASSISTANCE WITH BONDS AND DEPOSITS & SETUP OF NEW ANNUAL BUDGET TEMPLATE FOR 2023/24	\$783.75
EFT14280	03/04/2023	BOHAN (WA) PTY LTD T/A VINES MEDICAL PRACTICE	PRE EMPLOYMENT MEDICAL A SMITH & S FISHER	\$300.00
EFT14281	03/04/2023	BROOKTON 24/7 TOWING	HEAVY DUTY SHOCKIES INCLUDES FITTING - PU35 - REGO: 1GYK393. TORO 2020 PM10 - REGO: BO122 - INVESTIGATE AND REPAIR HAND THROTTLE. PT12 - BO437 - ISUZU TIPPER BRAKES DIAGNOSIS	\$807.40
EFT14282	03/04/2023	BROOKTON PLUMBING	SUPPLY & INSTALL NEW WET END WITH UPGRADE S/S IMPELLER STANDPIPE PUMP @ TREATMENT COMPOUND (HAPPY VALLEY) THIS INCLUDES PARTS AND LABOUR. SUPPLY & INSTALL NEW WET END WITH UPGRADE S/S IMPELLER STANDPIPE PUMP @ TREATMENT COMPOUND (HAPPY VALLEY). UNBLOCK MENS URINAL AT SHIRE	\$4,562.80

Chq/EFT	Date	Name	Description	Amount
			ADMINISTRATION BUILDING. PUBLIC TOILETS ROBINSON ROAD UNBLOCK MALE TOILET. UNIT 4 40 WHITE STREET BROOKTON REPAIR LEAKING CISTERN	
EFT14283	03/04/2023	BURGESS RAWSON (WA) PTY LTD	WATER USAGE 10/01/23 - 08/03/2023 BROOKTON RAILWAY	\$2,756.72
EFT14284	03/04/2023	CE HARTL	3RD QUARTER JAN TO MAR 2023 COUNCILLOR SITTING FEES & TRAVEL ALLOWANCE	\$529.56
EFT14285	03/04/2023	CHARLENE HAYDEN	3RD QUARTER JAN TO MAR 2023 COUNCILLOR SITTING FEES	\$450.00
EFT14286	03/04/2023	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$190.58
EFT14287	03/04/2023	CROSSLAND CONSTRUCTIONS PTY LTD	HIRE OF 6 WHEELER WATER CART & DRIVER 1 WEEKS 17/02/2023 – 24/02/2023 Dangin-Mears Road	\$7,084.00
EFT14288	03/04/2023	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	600 LTR COMPACT FIREFIGHTER COERCO (WATERTANK) \$5376.80. SPRINKLER REPLACEMENT FOR TOWN OVAL \$2409.00, CRC BUILDING MAINTENANCE -1 ELECTROLUX EASE C3, HONDA TRANSFER PUMP FOR DANGIN MEARS ROAD \$1127.50, MULTITOOLO GARDEN, ORGANISER 380MM STORAGE, VARIOUS POLYPIPE AND COUPLINGS, MOUSE AND RAT BAIT/TRAPS, MISC TAPE AND CLAMPS.	\$12,842.12
EFT14289	03/04/2023	FLASH AS TRANSPORT	HIRE 2 X SINGLE SIDE TIPPERS & DRIVERS. 03/03/2023 -09/3/2023. DANGIN-MEARS ROAD	\$13,777.50
EFT14290	03/04/2023	FLICK ANTICIMEX	ADJUSTMENT FOR GST CHARGES, SANITARY, BACTERIAL TREATMENT AND TOILET SANITISER FOR WB EVA PAVILION, ROBINSON ROAD PUBLIC TOILETS, SHIRE ADMINISTRATION BUILDING, MEMORIAL HALL, SWIMMING POOL AND CARAVAN PARK - 6 MONTHLY SERVICE	\$423.37
EFT14291	03/04/2023	GREAT SOUTHERN WASTE DISPOSAL	30/01/23 - 12/02/23 & 13/02/2023 – 27/03/2023 DOMESTIC RUBBISH &	\$14,454.66

Chq/EFT	Date	Name	Description	Amount
			RECYCLING COLLECTION, LANDFILL SITE & MACHINERY HOURS, BULK WASTE & RECYCLING COLLECTION	
EFT14292	03/04/2023	H RUSHTON & CO	CARTAGE OF 4 X ROLLERS PICK- UP BROOKTON-KWEDA ROAD AND DELIVER TO DANGIN-MEAR ROAD. FITTING ORFS FEMALE (ELCW/S), FITTING 0611 FEMALE 90 BEND (ELCW/S), HYDRAULIC HOSE 3/8 INCH (E26), HYDRAULIC FITTING LABOUR DANGIN-MEARS ROAD	\$1,892.24
EFT14293	03/04/2023	HAROLD ATHOL BELL	3RD QUARTER JAN TO MAR 2023 COUNCILLOR SITTING FEES	\$450.00
EFT14294	03/04/2023	HOLLY BASSETT	PARKING FEE REIMBURSEMENT WHILST ON TRAINING	\$20.00
EFT14295	03/04/2023	INTEGRATED ICT	AGREEMENT NAME: AGR164 - TREND AV FOR COUNCILLOR LAPTOPS, TREND WFB SECURITY SERVICES STANDARD - MSP X 18. AGREEMENT NAME AGR190 - CLOUD BACKUP, VEEAM BACKUP & REPLICATION ENTERPRICE PLUS FOR VMARE BACK UP STORAGE PRIMARY AND SECONDARY.LAPTOP HARD DRIVE ERASURE X 11 WITH CERTIFICATE OF COMPLETION.AGREEMENT NAME: AGR164 - TREND AV FOR COUNCILLOR LAPTOPS, TREND WFB SECURITY SERVICES STANDARD - MSP X 19. AGREEMENT NAME: MANAGED SERVICE AGREEMENT, MANAGED SERVICE AGREEMENT PER USER CESM - AGREEMENT NAME: MANAGED SERVICE AGREEMENT, MANAGED SERVICE AGREEMENT. MICROSOFT OFFICE 365 E3 / 1MO X 31, MICROSOFT VISIO PLAN 2 / 1MO MICROSOFT DEFENDER FOR OFFICE 365 PLAN 1 / X 32, MICROSOFT OFFICE 365 E1 / 1MO X 7 FEBRUARY 2023	\$5,727.58
EFT14296	03/04/2023	IT VISION	H BASSETT IT VISION TRAINING - PENSIONERS & SENIORS RATES WA & RATES MODELLING WA	\$1,650.00

Chq/EFT	Date	Name	Description	Amount
EFT14297	03/04/2023	KATRINA LOUISE CRUTE	3RD QUARTER JAN TO MAR 2023 SHIRE PRESIDENT ALLOWANCE AFTER SITTING FEES	\$2,775.00
EFT14298	03/04/2023	LGRCEU	PAYROLL DEDUCTIONS	\$174.50
EFT14299	03/04/2023	MARILYN GAIL MACNAB	3RD QUARTER JAN TO MAR 2023 COUNCILLOR SITTING FEES	\$850.00
EFT14300	03/04/2023	MCINTOSH & SON	PBH4 - BACKHOE - REGO: BO5418 - IGNITION KEY X 2	\$72.25
EFT14301	03/04/2023	MCPEST PEST CONTROL	SPRAYING OF SPIDERS AND BEES AT YOUTH SHED AND GROUNDS	\$440.00
EFT14302	03/04/2023	NEIL WALKER	3RD QUARTER JAN TO MAR 2023 DEPUTY SHIRE PRESIDENT ALLOWANCE AFTER SITTING FEES	\$1,486.95
EFT14303	03/04/2023	RESONLINE	SHIRE OF BROOKTON CARAVAN PARK ONLINE BOOKING SYSTEM MONTHLY FEE FEBRUARY 2023	\$242.00
EFT14304	03/04/2023	RURAL TRAFFIC SERVICES PTY LTD	2 X TRAFFIC CONTROLLERS WITH VEHICLES, SIGNS AND TRAFFIC LIGHTS INCLUDING TRAVEL. 03/03/2023 – 10/03/2023 & 14/03/2023 – 17/03/2023 DANGIN-MEARS ROAD WORKS -	\$14,270.08
EFT14305	03/04/2023	SHERRIN RENTALS PTY LTD	HIRE OF 16,000LTR WATER CART DANGIN-MEARS 01/02/23 - 28/02/23	\$9,350.00
EFT14306	03/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$360.00
EFT14307	03/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$780.00
EFT14308	03/04/2023	SIGMA CHEMICALS	VOLT FX8 LITHIUM BATT OP POOL CLEANER	\$434.50
EFT14309	03/04/2023	STATE LIBRARY OF WA	INTER LIBRARY LOANS - DELIVERY - 01 JAN 2023 - 30 JUNE 2023 FREIGHT RECOUP	\$177.38
EFT14310	03/04/2023	STUMPY'S GATEWAY ROADHOUSE	WORKS DEPT MONTHLY FUEL PURCHASES FOR MINOR EQUIPMENT	\$150.22
EFT14311	03/04/2023	T/AS DOWNER EDI LTD DOWNER EDI WORKS PTY LTD	LENNARD ST & COPPING ROAD HOT SINGLE COAT SEAL PLUS AGGREGATE VARIATION	\$71,665.67
EFT14312	03/04/2023	TAMARA LILLY	3RD QUARTER JAN TO MAR 2023 COUNCILLOR SITTING FEES	\$550.00
EFT14313	03/04/2023	TEEDE'S AUTO ELECTRICS	INSPECT - PCBT - REGO: 6TA124 - PARKS AND GARDENS TRAILER. INDICATORS REPAIR & REPLACE WIRING	\$320.75

Chq/EFT	Date	Name	Description	Amount
EFT14314	03/04/2023	THE LOCAL GUYS - TEST AND TAG WA TNT	SUPPLY AND INSTALL THE FOLLOWING ITEMS: CARAVAN PARK CHALETS - 4 X 1KG FIRE EXTINGUISHERS WITH SIGNAGE CAMP KITCHEN, GALVANIZED CABINET WITH 4.5 KG FIRE EXTINGUISHER TO SUIT, 1 X 1.2M X 1.2M FIRE BLANKET WITH SIGNAGE. HOSE REEL 36M X 19MM WITH FITTINGS. PG9 - 9KG FIRE EXTINGUISHER	\$1,067.00
EFT14315	03/04/2023	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES SIGMA BATTERY FOR POOL CLEANER	\$17.44
EFT14316	03/04/2023	TUTT BRYANT EQUIPMENT	MIRROR OUTER - PR9 - BO5416 - SMOOTH DRUM ROLLER	\$253.77
EFT14317	03/04/2023	WA CONTRACT RANGER SERVICES	RANGER SERVICES 21/02/23, 28/02/23, 07/03/2023 & 16/03/2023	\$1,515.25
EFT14318	03/04/2023	WA LOCAL GOVERNMENT ASSN	CR TAMARA LILLY - PROFESSIONALLY SPEAKING 24 MARCH 2023 VIA ZOOM & PLANNING PRACTICES - ESSENTIALS (VIRTUAL CLASSROOM) 2 JUNE 2023 VIA ZOOM	\$1,221.00
EFT14319	03/04/2023	WATER CORPORATION OF WA	WATER USAGE & SERVICE CHARGES CRC 10 JAN 23 TO 08 MAR 2023	\$94.68
EFT14320	03/04/2023	WEST COAST POLY	POLYETHYLENE WATER TANK COMPLETE WITH FITTINGS DANGIN-MEARS RD	\$4,576.00
EFT14321	03/04/2023	WHEATBELT ELECTRICS	FIX BURNOUT COIL IN GROUND ON RETICULATION SYSTEM AT SHIRE OFFICE	\$363.00
EFT14322	03/04/2023	WHEATBELT MINERALS PTY LTD	RATES REFUND FOR ASSESSMENT A2904 E70/05598 MINING LEASE BROOKTON WA 6306	\$7.95
EFT14323	03/04/2023	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	STORAGE OF ARCHIVE BOXES 26/01/23 TO 25/02/23	\$52.16
EFT14324	03/04/2023	WARREN DUNLOP	BOND GYM KEY RETURNED RECEIPT 36530	\$70.00
EFT14325	13/04/2023	3E ADVANTAGE PTY LTD	PRINTING COSTS FOR PHOTOCOPIER BROOKTON CRC MARCH. PRINTING COSTS PHOTOCOPIER ADMINISTRATION OFFICE MARCH	\$2,952.58
EFT14326	13/04/2023	AFGRI EQUIPMENT AUSTRALIA PTY LTD	CAP SCREWS AND WASHERS FOR GRADER PG9	\$111.28

Chq/EFT	Date	Name	Description	Amount
EFT14327	13/04/2023	ALLWEST PLANT HIRE AUSTRALIA PTY LTD	ONGOING HIRE OF MULTI TYRE ROLLER 01/03/2023 - 31/03/2023 DANGIN-MEARS ROAD	\$5,313.00
EFT14328	13/04/2023	AMPAC DEBT RECOVERY	DEBT RECOVERY COSTS FOR MARCH.	\$6,775.63
EFT14329	13/04/2023	BCA CONSULTANTS	MEMORIAL HALL HYDRAULIC SERVICES FEE	\$1,925.00
EFT14330	13/04/2023	BOB WADDELL & ASSOCIATES PTY LTD	ANNUAL BUDGET TEMPLATE AND POPULATION ASSISTANCE WITH BONDS AND DEPOSITS	\$577.50
EFT14331	13/04/2023	BROOKTON HISTORICAL SOCIETY	COMMUNITY CHEST GRANT APPROVAL - BROOKTON HISTORICAL SOCIETY	\$5,360.00
EFT14332	13/04/2023	BROOKTON MEATS	DEPOT TOOLBOX MEETING REFRESHMENTS	\$54.70
EFT14333	13/04/2023	BROOKTON TYRE SERVICE	PT15 - B05593 - 2 X BRIDGESTONE REAR TRUCK TYRE	\$1,402.50
EFT14334	13/04/2023	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND	BCITF LEVY PAYMENT REQUEST. CORBERDING ROAD, MOORUMBINE ROAD, COPPING ROAD, AVON BANK CLOSE	\$1,523.90
EFT14335	13/04/2023	BUILDING & ENERGY	BUILDING SERVICE LEVY PAID 6 PERMITS. CORBERDING ROAD, MOORUMBINE ROAD, KOORRNONG DRIVE, COPPING ROAD, AVONBANK CLOSE	\$1,119.08
EFT14336	13/04/2023	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$190.58
EFT14337	13/04/2023	CORSIGN WA PTY LTD	SIGNS AND POSTS FOR DANGIN MEARS ROAD. FUNERAL IN PROGRESS SIGNS. 8 X W6-3B CHILDREN CROSSING, 8 X W6-204B SCHOOL BUS STOP. TURNING BUS ALUM SIGN, RHS3.4 - YELLOW RHS POST 76X38 YELLOW PLASTIC EXTERNAL, M10X75 HEX HEAD BOLT SETUP	\$2,970.00
EFT14338	13/04/2023	DELTA AGRIBUSINESS WA-BROOKTON RURAL TRADERS	STAR-FENCE POST FOR JACARANDA TREES RESERVE 43158	\$425.37
EFT14339	13/04/2023	FUEL DISTRIBUTORS OF WA	7000 LITRES OF DIESEL DELIVERED TO THE SHIRE DEPOT	\$12,152.70
EFT14340	13/04/2023	GREAT SOUTHERN FUEL SUPPLIES	7000 LITRES OF DIESEL DELIVERED TO THE SHIRE DEPOT. 00252341 MARCH 2023 FUEL CEO, MCC, MIW, CESM	\$13,593.99

Chq/EFT	Date	Name	Description	Amount
EFT14341	13/04/2023	GREAT SOUTHERN WASTE DISPOSAL	DOMESTIC RUBBISH COLLECTION MARCH	\$14,014.66
EFT14342	13/04/2023	INDUSTRIAL AUTOMATION GROUP PTY LTD (WATERMAN IRRIGATION)	STORM DAMAGE - 25/03/2023 - WASTE WATER TREATMENT PLANT	\$3,699.30
EFT14343	13/04/2023	INTEGRATED ICT	MANAGED SERVICE AGREEMENT. AGREEMENT NAME: AGR163 - NBN INTERNET CONNECTION - DATA, NBN PREMIUM 50/20 MBPS. AGREEMENT NAME: AGR207 - NBN LINK - PHONE SYSTEM, NBN PREM 50/20 - MBPS PER. MONTHLY NBN CONNECTION.IP TELEPHONY MONTHLY SERVICE & EQUIPMENT CHARGES MARCH.AGREEMENT NAME: MANAGED SERVICE AGREEMENT, MANAGED SERVICE AGREEMENT PER USER. CESM - AGREEMENT NAME: MANAGED SERVICE AGREEMENT MARCH 2023	\$3,555.40
EFT14344	13/04/2023	LANDGATE (DOLA)	CADASTRE/TENURE/PSA INTEGRATED DATASET - FIRST VECTOR DATASET. CERTIFICATE OF TITLE A943 - 24 RAILWAY TERRACE, ALDERSYDE, WA 6306	\$388.45
EFT14345	13/04/2023	LAURIE'S MOWING	67 WITHALL STREET BROOKTON - PREPARE A 3-METRE-WIDE FIREBREAK AROUND THE PERIMETER	\$1,100.00
EFT14346	13/04/2023	LGRCEU	PAYROLL DEDUCTIONS.	\$174.50
EFT14347	13/04/2023	NARROGIN GLASS	MENS SHED - SUPPLY AND FIT FIXED SUB FRAME WITH OBSCURE GLASS, SUPPLY AND FIT FRAME WITH ALUGUARD MESH AND REGLAZE WINDOW IN SPOTS WOOD.	\$431.79
EFT14348	13/04/2023	NOURISH BROOKTON	RESTOCK OF POOL KIOSK FEBRUARY AND MARCH. REFRESHMENTS FOR DEPOT AND ADMIN, CLEANING SUPPLIES FOR SHIRE BUILDING	\$784.69



Chq/EFT	Date	Name	Description	Amount
EFT14349	13/04/2023	OFFICEWORKS BUSINESS DIRECT	OFFICE WORKS STATIONERY ODER MARCH. PEN HOLDER, LAMINATING POUCHES, WIRELESS MOUSE, WIRELESS MOUSE, BULL DOG CLIPS 15MM, BULL DOG CLIPS 32MM, POST IT NOTES, COFFEE SACHETS FOR CHALETS, SHIPPING	\$261.56
EFT14350	13/04/2023	PAT BOURNE	REFUND CARAVAN PARK 116625251	\$52.00
EFT14351	13/04/2023	PINGELLY COMMUNITY RESOURCE CENTRE INC	STAYING IN PLACE - TWO DAY WORKSHOP - PINGELLY PRACC - KYLIE FREEMAN	\$50.00
EFT14352	13/04/2023	REPCO - GPC ASIA PACIFIC PTY LTD	GME MICROPHONE FOR GRADER PG9	\$66.40
EFT14353	13/04/2023	ROYAL LIFE SAVING	PROVISION OF CONTRACT FACILITY MANAGER POOL 52 HOURS IN MARCH	\$5,362.00
EFT14354	13/04/2023	RURAL TRAFFIC SERVICES PTY LTD	DANGIN-MEARS ROAD WORKS - 2 X TRAFFIC CONTROLLERS WITH VEHICLES, SIGNS AND TRAFFIC LIGHTS INCLUDING TRAVEL	\$16,830.75
EFT14355	13/04/2023	SHERRIN RENTALS PTY LTD	ONGOING HIRE OF WATER TRUCK 01/03/2023 - 31/03/2023 DANGIN-MEARS ROAD	\$14,080.00
EFT14356	13/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS.	\$360.00
EFT14357	13/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$780.00
EFT14358	13/04/2023	SKYE FISHER	REIMBURSEMENT POLICE CLEARANCE	\$58.70
EFT14359	13/04/2023	SPORTPOWER NARROGIN	BROOKTON POOL SPORTS EQUIPMENT. X1 BASKETBALL RING, EXTRA HEAVY DUTY TENNIS BALLS X2, BASKETBALL - HORNETS X2, SHERRIN FOOTBALL YELLOW, SHERRIN FOOTBALL RED, POOL NOODLE X5	\$437.50
EFT14360	13/04/2023	STEPHEN CARRICK ARCHITECTS PTY LTD AS TRUSTEE FOR THE S&S CARRICK FAMILY TRUST	RAILWAY STATION RQ-5-2022 ARCHITECTURAL SERVICE, ITEM 2 - COMPLETION OF FINAL CONCEPT DESIGN & COST ESTIMATE	\$10,780.00
EFT14361	13/04/2023	TRUCKLINE	LOOSE WHEEL NUT INDICATORS 28MM FOR GRADER PG8 & PG9	\$331.10

Chq/EFT	Date	Name	Description	Amount
EFT14362	13/04/2023	TUTT BRYANT EQUIPMENT	MIRROR OUTER - PR9 - BO5416 - SMOOTH DRUM ROLLER	\$253.77
EFT14363	13/04/2023	VTP ENGINEERING	INSPECTION AND STRUCTURAL ASSESSMENT OF FLYING FOX EQUIPMENT	\$1,650.00
EFT14364	13/04/2023	WA CONTRACT RANGER SERVICES	RANGER SERVICES MARCH	\$1,045.00
EFT14365	13/04/2023	WHEATBELT ELECTRICS	ELECTRICAL REPAIRS TO TRANSFER PUMPS AT BENDIGO BANK	\$121.00
EFT14366	13/04/2023	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	STANDING ORDER - STORAGE OF ARCHIVE BOXES 2022-2023 - MARCH	\$52.16
EFT14367	13/04/2023	BROOKE JUPP	GYM KEY BOND RETURN RN36412	\$70.00
EFT14368	20/04/2023	ATO	JAN 2023 - MARCH 2023 BAS RETURN	\$82,729.00
EFT14369	21/04/2023	ABBIE SMITH	STAFF REIMBURSEMENT OF WA POLICE CLEARANCE - ABBIE SMTIH	\$58.70
EFT14370	21/04/2023	AMD AUDIT & ASSURANCE PTY LTD	PAYMENT FOR LOCAL GOVERNMENT FINANCIAL MANAGEMENT REVIEW MARCH 2023	\$7,580.23
EFT14371	21/04/2023	BOC GASES	MONTHLY SERVICE CHARGES FOR DEPOT GAS BOTTLES - MARCH 2023	\$56.49
EFT14372	21/04/2023	BROOKTON 24/7 TOWING	LOG BOOK SERVICE AND REPAIRS OF TRITON DUAL CAB UTE UP. PT 13 - REGO 1DUD 178 - ABS LIGHT & BRAKE WARNING LIGHT DIAGNOSIS - AUTO ELECTRICIAN	\$887.60
EFT14373	21/04/2023	BROOKTON AMATEUR SWIMMING CLUB	COMMUNITY CHEST FUND GRANT - OCM 03.23-10 - BROOKTON SWIM CLUB - LANE ROPES AND ACCESSORIES - MARCH 2023	\$1,000.00
EFT14374	21/04/2023	BROOKTON TYRE SERVICE	NEW TYRE 11R22.5 KUMHO LD616 FOR PT12 TIP TRUCK	\$1,160.50
EFT14375	21/04/2023	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$190.58
EFT14376	21/04/2023	CIVIL & STRUCTURAL ENGINEERS	SITE AND GEOTECHNICAL ASSESSMENT OF BROOKTON MEMORIAL HALL	\$3,437.50
EFT14377	21/04/2023	COTERRA ENVIRONMENT	LOT 19556 KWEDA NORTH ROAD - NATIVE VEGETATION CLEARING	\$1,347.50

Chq/EFT	Date	Name	Description	Amount
EFT14378	21/04/2023	DARRY'S PLUMBING & GAS DARR BEST PLUMBING PTY LTD	URGENT PLUMBING REPAIRS AT BROOKTON CARAVAN PARK DUE TO BLOCKAGE. CARAVAN PARK -, SUPPLY AND INSTALL INSTANTANEOUS HWU TO CAMPERS KITCHEN	\$4,143.94
EFT14379	21/04/2023	DELTA AGRIBUSINESS WA-BROOKTON RURAL TRADERS	REFUND FOR CARAVAN PARK BOOKINGS 12/04/2023 - 28/06/2023	\$1,620.00
EFT14380	21/04/2023	FULLPOWER ELECTRICS (WA) PTY LTD	INSPECT AND REPAIR OF SEWERAGE TREATMENT PUMP - RCD TRIPPING	\$235.95
EFT14381	21/04/2023	G & M DETERGENTS AND HYGIENE SERVICES	CLEANING SUPPLIES FOR CARAVAN PARK, WB PAVILION, & PUBLIC TOILETS	\$507.06
EFT14382	21/04/2023	JENNIE MASON	REIMBURSEMENT OF REFRESHMENT EXPENSES FOR DEPOT TOOLBOX MEETING	\$61.99
EFT14383	21/04/2023	LGRCEU	PAYROLL DEDUCTIONS	\$174.50
EFT14384	21/04/2023	MARK WYNNE DAVIES	MENTAL HEALTH FIRST AID TRAINING FOR ADMIN AND CRC STAFF - MARCH	\$2,188.00
EFT14385	21/04/2023	RESONLINE	MONTHLY SUBSCRIPTION FEE FOR CARAVAN PARK ONLINE BOOKING AND MANAGEMENT SYSTEM - MARCH 2023	\$242.00
EFT14386	21/04/2023	SEABROOK ABORIGINAL CORPORATION	RICHARDSON ST AND WILLIAMS STREET LABOUR HIRE TO COMPLETE FIRE BREAK ORDER - A331	\$540.00
EFT14387	21/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$235.00
EFT14388	21/04/2023	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$780.00
EFT14389	21/04/2023	SHRED-X PTY LTD	SWAP OVER OF TWO SECURE DOCUMENT SHREDDING BINS - ADMIN	\$222.34
EFT14390	21/04/2023	SUNITA DWIVEDI	CARAVAN PARK BOOKING REFUND FOR BOOKING ON 08/04/2023	\$124.00
EFT14391	21/04/2023	T/AS DOWNER EDI LTD DOWNER EDI WORKS PTY LTD	SINGLE COAT SEALING OF STRANGE ROAD & RICHARDSON STREET	\$134,391.60
EFT14392	21/04/2023	WA HINO SALES & SERVICES	NEW WIDE TIPPER TRUCK PT16-HINO 300S 4.0L TURBO DIESEL	\$71,395.90
EFT14393	21/04/2023	WALLIS COMPUTER SOLUTIONS	SECURE ERASURE OF OLD DESKTOP COMPUTERS X3	\$247.50
EFT14394	21/04/2023	WHEATBELT ELECTRICS	ELECTRICAL WORKS STANDPIPE PUMP INSTALL OVERLOAD PROTECTION	\$770.00

Chq/EFT	Date	Name	Description	Amount
DD6630.1	4/04/2023	EXPAND SUPER	SUPERANNUATION CONTRIBUTIONS.	\$306.90
DD6630.2	4/04/2023	SANDHURST TRUSTEES	PAYROLL DEDUCTIONS	\$927.43
DD6630.3	4/04/2023	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS.	\$109.61
DD6630.4	04/04/2023	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS.	\$83.74
DD6630.5	04/04/2023	MYNORTH SUPER WEALTH PERSONAL SUPERANNUATION AND PERSONAL FUND	SUPERANNUATION CONTRIBUTIONS.	\$272.98
DD6630.6	04/04/2023	BRET EVENIS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$442.69
DD6630.7	04/04/2023	AWARE SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS.	\$6,722.46
DD6630.8	04/04/2023	CBUS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$878.42
DD6630.9	04/04/2023	ROD EVENIS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$768.17
DD6633.1	13/04/2023	JULIEN LEDUC	REFUND CARAVAN PARK BOOKING 11437003	\$369.98
DD6636.1	13/04/2023	JULIEN LEDUC	REVERSAL OF BATCH 6633 AND 6632 INCORRECT DIRECT DEBIT DATE	-\$369.98
DD6636.2	06/04/2023	JULIEN LEDUC	REISSUE REFUND OF CARAVAN PARK BOOKING 06/04/2023	\$369.98
DD6642.1	14/04/2023	SHIRE OF BROOKTON - MASTERCARD - MIW	CREDIT CARD PURCHASES - MARCH 2023 - MIW	\$714.99
DD6642.2	14/04/2023	SHIRE OF BROOKTON - MASTERCARD - CESM	CREDIT CARD PURCHASES - MARCH 2023 - CESM	\$4.00
DD6642.3	14/04/2023	SHIRE OF BROOKTON - MASTERCARD - CEO	CREDIT CARD PURCHASES - MARCH 2023 - CEO	\$241.82
DD6642.4	14/04/2023	SHIRE OF BROOKTON - MASTERCARD - MCC	CREDIT CARD PURCHASES - MARCH 2023 - MCC	\$1,349.00
DD6649.1	17/04/2023	TELSTRA CORPORATION	TELSTRA BILL 1361575300 ADMINISTRATION OFFICE AND CRC OFFICE APRIL 2023	\$941.93
DD6649.2	17/04/2023	SYNERGY	DEPOT SYNERGY BILL APRIL 2023. SWIMMING POOL. SYNERGY BILL APRIL 2023 - MEMORIAL PARK RETIC AND LIGHTS SYNERGY BILL APRIL 2023. MENS SHED SYNERGY BILL APRIL 2023	\$4,646.53

Chq/EFT	Date	Name	Description	Amount
DD6649.3	14/04/2023	SYNERGY	MEMORIAL HALL SYNERGY BILL APRIL 2023	\$188.54
DD6649.4	18/04/2023	SYNERGY	SEWERAGE PUMP STATION SYNERGY BILL APRIL 2023. 28A WILLIAM ST - (AKA U5) SYNERGY BILL APRIL 2023. OVAL TANK/REC GROUND SYNERGY BILL APRIL 2023.MADISON SQUARE RETICULATION SYNERGY BILL APRIL 2023. UNIT 6 (28B) WILLIAM ST. SYNERGY BILL APRIL 2023.COMMUNITY HOUSING COMMON AREA SYNERGY BILL APRIL 2023	\$1,050.70
DD6653.1	19/04/2023	SYNERGY	BROOKTON CRC SYNERGY BILL APRIL 2023. ADMINISTRATION BUILDING SYNERGY BILL APRIL 2023. RAILWAY STATION SYNERGY BILL APRIL 2023. U2 2 MONTGOMERY ST BROOKTON. LOT 4076 YOURALING RD - WATER HARVESTING DAM SYNERGY BILL APRIL 2023. SALINTY PUMP SYNERGY BILL APRIL 2023	\$1,999.69
DD6657.1	18/04/2023	EXPAND SUPER	SUPERANNUATION CONTRIBUTIONS	\$305.62
DD6657.2	18/04/2023	SANDHURST TRUSTEES	PAYROLL DEDUCTIONS	\$912.00
DD6657.3	18/04/2023	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	\$112.56
DD6657.4	18/04/2023	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	\$79.17
DD6657.5	18/04/2023	MYNORTH SUPER WEALTH PERSONAL SUPERANNUATION AND PERSONAL FUND	SUPERANNUATION CONTRIBUTIONS	\$272.98
DD6657.6	18/04/2023	BRET EVENIS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$445.62
DD6657.7	18/04/2023	AWARE SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	\$6,553.09
DD6657.8	18/04/2023	CBUS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$720.71
DD6657.9	18/04/2023	ROD EVENIS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$768.17
DD6659.1	18/04/2023	CBUS SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$152.05
DD6662.1	20/04/2023	WATER CORPORATION OF WA	CARAVAN PARK & WB PAVILION WATER USE CHARGES 20/02/2023 - 22/03/2023	\$1,524.37
DD6662.2	20/04/2023	SYNERGY	SEWERAGE POND PUMP - ROBINSON ROAD - ELECTRICITY	\$1,862.73

Chq/EFT	Date	Name	Description	Amount
			USE CHARGE. ELECTRICITY USAGE CHARGE - 1/4 MATTHEWS ST	
DD6665.1	21/04/2023	TELSTRA CORPORATION	MOBILE PHONE CHARGES - APRIL - CEO, MIW, MCC, MP, BMO, PWS, P&GLH, WLH, CESH, CARETAKER, POOL	\$659.21
DD6665.2	24/04/2023	SYNERGY	ELECTRICITY USAGE CHARGES - TOWN STREET LIGHTS X 184 - MARCH 2023	\$3,328.27
1041.1	03/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$1.03
1041.1	03/04/2023	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$2.24
1041.1	03/04/2023	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$50.00
1042.1	04/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$1.24
1042.1	06/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$24.40
1043.1	12/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$1.18
1043.1	11/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$3.90
1045.1	14/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$14.91
1046.1	17/04/2023	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$29.50
1048.1	19/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.60
1048.1	20/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$6.58
1049.1	24/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$3.72
1049.1	26/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$5.80
1050.1	27/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$2.92

Chq/EFT	Date	Name	Description	Amount
1051.1	27/04/2023	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$21.07
DD6630.10	04/04/2023	WA LOCAL GOVERNMENT SUPER PLAN	PAYROLL DEDUCTIONS	\$50.00
DD6630.11	04/04/2023	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	\$1,791.34
DD6630.12	04/04/2023	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$294.91
DD6630.13	04/04/2023	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	\$265.11
DD6657.10	18/04/2023	WA LOCAL GOVERNMENT SUPER PLAN	PAYROLL DEDUCTIONS	\$50.00
DD6657.11	18/04/2023	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	\$1,689.40
DD6657.12	18/04/2023	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$293.95
DD6657.13	18/04/2023	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	\$265.11
PAYJRUN *1130	04/04/2023	SALARIES & WAGES	WEEK 40 PPE 04/04/2023	\$ 72,196.13
PAYJRUN *1132	18/04/2023	SALARIES & WAGES	WEEK 42 PPE 18/04/2023	\$ 65,157.13
PAYJRUN *1134	18/04/2023	SALARIES & WAGES	WEEK 42 PPE 18/04/2023	\$ 1,355.56
<b>Total</b>				<b>\$826 313.07</b>

## List of Credit Card Transactions Paid in April 2023

## Shire of Brookton - Bendigo Bank Mastercard – MIW

Direct Debit	Date	Description	Amount
DD6642.1	14/04/2023	HUTTON & NORTHEY SALES -2 X IGNITION KEYS FOR BACKHOE	\$17.30
		QUEST - ACCOMMODATION FOR COURSE ATTENDANCE IN PERTH - JENNIE MASON	\$203.77
		DOT - LICENCE PLATE REMAKE FEE - NEW WATER TRUCK	\$44.50
		WESTSTAE EMBROIDERY -SHIRE OF BROOKTON LOGO EMBROIDERY FOR DEPOT CREW SHIRTS	\$244.20
		EVERINK FUEL SOFTWARE - 6 MTHS SUBSCRIPTION	\$201.22
		BENDIGO BANK CARD FEE	\$4.00
		<b>TOTAL</b>	<b>\$714.99</b>

## Shire of Brookton - Bendigo Bank Mastercard - CESM

Direct Debit	Date	Description	Amount
DD6642.2	14/04/2023	BENDIGO BANK CARD FEE	\$4.00
		<b>TOTAL</b>	<b>\$4.00</b>

## Shire of Brookton - Bendigo Bank Mastercard - MCC

Direct Debit	Date	Description	Amount
DD6642.4	14/04/2023	GRATUITY PAYMENT - J BENNELL - COLES	\$40.00
		PARKING TOWN OF CAMBRIDGE TO ATTEND COURSE - MCC	\$11.00
		ALOFT HOTELS - OVERNIGHT ACCOMMODATION TO ATTEND COURSE IN PERTH - KYLIE FREEMAN	\$197.00
		ACMA LICENCE RENEWAL I YEAR – ANNUAL LICENCE RENEWAL AMBULATORY & LAND MOBILE SYSTEM	\$1,097.00
		BENDIGO BANK CARD FEE	\$4.00
		<b>TOTAL</b>	<b>\$1,349.00</b>

## Shire of Brookton - Bendigo Bank Mastercard - CEO

Direct Debit	Date	Description	Amount
DD6642.3	14/04/2023	ZOOM VIDEO COMMUNICATIONS INC ANNUAL SUBSCRIPTION FEE	\$230.89
		BENDIGO BANK INTERNATIONAL TRANSACTION FEE – FOR PAYMENT OF ZOOM	\$6.93
		BENDIGO BANK CARD FEE	\$4.00
		<b>TOTAL</b>	<b>\$241.82</b>



**14.05.23.05 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDING 30 APRIL 2023**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	18 May 2023
<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>	Charlotte Cooke – Senior Finance Officer
<b>Authorising Officer:</b>	Deanne Sweeney - Manager Corporate & Community
<b>Declaration of Interest:</b>	The authors have no financial interest in this matter
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	31/03/2023

**Summary of Item:**

Council is to consider the Statement of Financial Activity for period ending 30 April 2023 together with associated commentaries.

**Description of Proposal:**

Council is consider receiving the Statement of Financial Activity for the period ended 30 April 2023, 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. December and January's reports are presented in February as Council does not meet in January.

**Consultation:**

Reporting officers receive monthly updates to track expenditure and income.

**Statutory Environment:**

Section 6.4 of the *Local Government Act 1995* requires a Local Government to prepare an annual financial statement for the preceding year and other financial reports as prescribed.

Regulation 34(1) of the *Local Government (Financial Management) Regulations 1996* as amended requires the Local Government to prepare monthly financial statements and report on actual performance against what was set out in the annual budget.

**Relevant Plans and Policy:**

There is no Council Policy relevant to this item.

**Financial Implications:**

The Budget is regularly monitored on at least a monthly basis, by the Chief Executive Officer, the Manager Corporate & Community and the Senior Finance Officer. 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).

Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed in the Monthly Financial Report contained within attachment 14.05.23.05A.

**Risk Assessment:**

The risk in relation to this matter is assessed as ‘Low’ on the basis that if Council does not receive the Monthly Financial Reports for the month reported leading to the Shire not meeting legislative requirements on financial reporting. The risk identified would be failure to fulfil statutory regulations or compliance requirements.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

**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.

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – October 2020, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the contract services supports the following Business Unit and Functions:

- 18. *Financial Control*
  - 18.2 *Conduct external/internal audits and reporting*
  - 18.4 *Review/Manage financial investments*
  - 18.5 *Process rates, other revenues, timely payments*

**Comment:**

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

**OFFICER'S RECOMMENDATION**

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the 30 April 2023, in as presented in Attachment 14.05.23.05A.

*(Simple majority vote required)*

**OCM 05.23-06**

**COUNCIL RESOLUTION**

**MOVED Cr Bell**

**SECONDED Cr Hartl**

***That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the 30 April 2023, in as presented in Attachment 14.05.23.05A.***

**CARRIED BY SIMPLE MAJORITY VOTE 6/0**

**Attachments**

**Attachment 14.05.23.05A – Monthly Financial Statements - 30 April 2023**



**SHIRE OF BROOKTON**

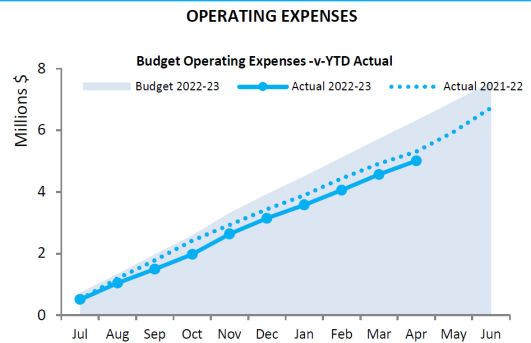
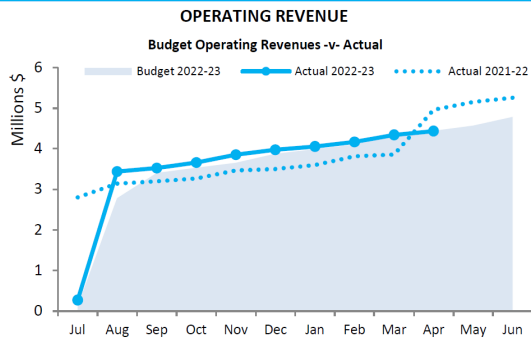
**MONTHLY FINANCIAL REPORT**  
(Containing the Statement of Financial Activity)  
**FOR THE PERIOD ENDED 30 APRIL 2023**

*LOCAL GOVERNMENT ACT 1995*  
*LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*

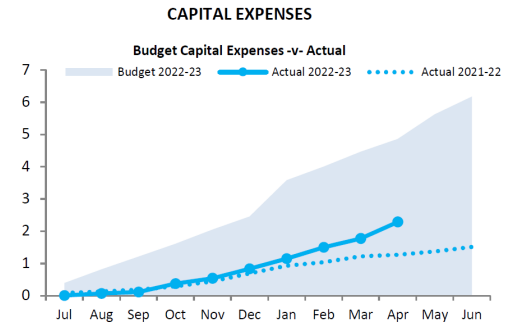
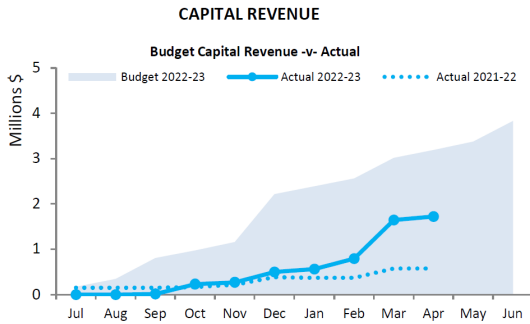
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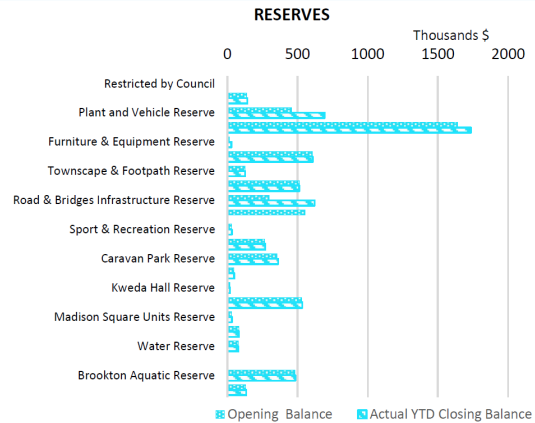
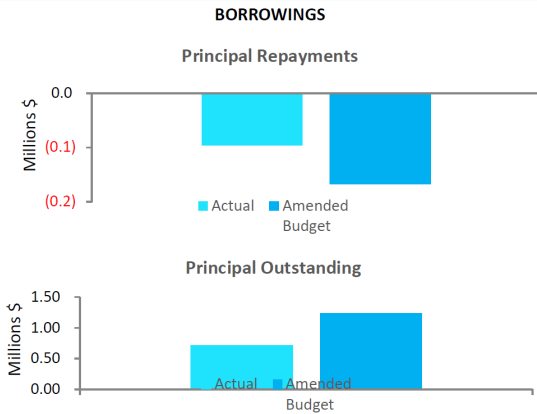
OPERATING ACTIVITIES



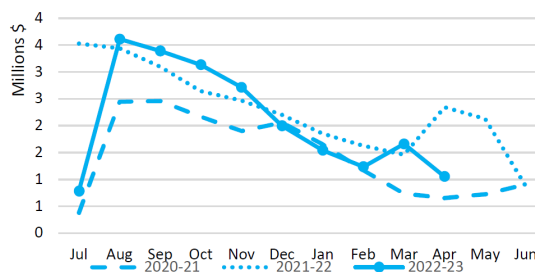
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.94 M	\$0.87 M	\$0.87 M	\$0.00 M
Closing	\$0.00 M	\$1.91 M	\$1.05 M	(\$0.86 M)

Refer to Statement of Financial Activity

Cash and cash equivalents			Payables			Receivables		
	\$15.07 M	% of total		\$0.36 M	% Outstanding		\$0.26 M	% Collected
Unrestricted Cash	\$2.06 M	13.7%	Trade Payables	\$0.27 M		Rates Receivable	\$0.18 M	94.3%
Restricted Cash	\$13.02 M	86.3%	0 to 30 Days		23.1%	Trade Receivable	\$0.08 M	% Outstanding
			Over 30 Days		77.0%	Over 30 Days		39.3%
			Over 90 Days		0%	Over 90 Days		12.9%

Refer to Note 2 - Cash and Financial Assets      Refer to Note 5 - Payables      Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.16 M)	\$0.57 M	\$1.25 M	\$0.68 M

Refer to Statement of Financial Activity

Rates Revenue			Operating Grants and Contributions			Fees and Charges		
YTD Actual	\$2.57 M	% Variance	YTD Actual	\$0.77 M	% Variance	YTD Actual	\$0.81 M	% Variance
YTD Budget	\$2.55 M	0.7%	YTD Budget	\$0.80 M	(3.2%)	YTD Budget	\$0.78 M	4.4%

Refer to Statement of Financial Activity      Refer to Note 13 - Operating Grants and Contributions      Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$2.31 M)	(\$2.02 M)	(\$0.47 M)	\$1.55 M

Refer to Statement of Financial Activity

Proceeds on sale			Asset Acquisition			Capital Grants		
YTD Actual	\$0.12 M	%	YTD Actual	\$2.31 M	% Spent	YTD Actual	\$1.69 M	% Received
Adopted Budget	\$0.17 M	(32.2%)	Adopted Budget	\$5.72 M	(59.6%)	Adopted Budget	\$3.10 M	(45.6%)

Refer to Note 7 - Disposal of Assets      Refer to Note 8 - Capital Acquisitions      Refer to Note 8 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.52 M	\$2.49 M	(\$0.60 M)	(\$3.09 M)

Refer to Statement of Financial Activity

Borrowings			Reserves			Lease Liability		
Principal repayments	\$0.10 M		Reserves balance	\$13.02 M		Principal repayments	\$0.00 M	
Interest expense	\$0.03 M		Interest earned	\$0.05 M	0.0%	Interest expense	\$0.00 M	
Principal due	\$0.72 M					Principal due	\$0.02 M	

Refer to Note 9 - Borrowings      Refer to Note 11 - Cash Reserves      Refer to Note 10 - Lease Liabilities

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 30 APRIL 2023**

**NATURE OR TYPE DESCRIPTIONS**

**REVENUE**

**RATES**

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Excludes administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

**OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

**NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

**REVENUE FROM CONTRACTS WITH CUSTOMERS**

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

**FEES AND CHARGES**

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, and other fees and charges.

**SERVICE CHARGES**

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

**INTEREST EARNINGS**

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**OTHER REVENUE / INCOME**

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates, reimbursements etc.

**PROFIT ON ASSET DISPOSAL**

Excess of assets received over the net book value for assets on their disposal.

**EXPENSES**

**EMPLOYEE COSTS**

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

**MATERIALS AND CONTRACTS**

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

**UTILITIES (GAS, ELECTRICITY, WATER)**

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

**INSURANCE**

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

**LOSS ON ASSET DISPOSAL**

Shortfall between the value of assets received over the net book value for assets on their disposal.

**DEPRECIATION ON NON-CURRENT ASSETS**

Depreciation expense raised on all classes of assets. Excluding Land.

**INTEREST EXPENSES**

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

**OTHER EXPENDITURE**

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

BY NATURE OR TYPE

	Ref	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance \$	Variance %	Var.
	Note	(a)		(b)	(c)	(c) - (b)	((c) - (b))/(b)	
		\$	\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	944,428	873,428	873,428	873,428	0	0.00%	
<b>Revenue from operating activities</b>								
Rates		2,518,292	2,518,292	2,518,112	2,531,933	13,821	0.55%	
Rates (excluding general rate)		36,880	36,880	36,880	40,567	3,687	10.00%	
Operating grants, subsidies and contributions	13	700,317	994,564	796,037	770,276	(25,761)	(3.24%)	
Fees and charges		852,164	849,164	776,159	809,968	33,809	4.36%	
Interest earnings		41,797	143,797	116,056	83,558	(32,498)	(28.00%)	▼
Other revenue		236,859	230,254	187,263	189,271	2,008	1.07%	
Profit on disposal of assets	7	6,977	9,781	8,140	9,780	1,640	20.15%	
		<b>4,393,286</b>	<b>4,782,732</b>	<b>4,438,647</b>	<b>4,435,353</b>	(3,294)	(0.07%)	
<b>Expenditure from operating activities</b>								
Employee costs		(2,268,611)	(2,182,024)	(1,803,533)	(1,654,426)	149,107	8.27%	
Materials and contracts		(1,706,273)	(1,866,163)	(1,560,946)	(1,004,220)	556,726	35.67%	▲
Utility charges		(196,100)	(197,260)	(164,140)	(175,079)	(10,939)	(6.66%)	
Depreciation on non-current assets		(2,890,397)	(2,890,397)	(2,408,540)	(1,840,677)	567,863	23.58%	▲
Interest expenses		(70,753)	(70,753)	(49,001)	(28,770)	20,231	41.29%	▲
Insurance expenses		(220,653)	(223,378)	(222,769)	(222,323)	446	0.20%	
Other expenditure		(81,609)	(82,253)	(64,964)	(89,662)	(24,698)	(38.02%)	▼
Loss on disposal of assets	7	(36,710)	(57,410)	(47,840)	0	47,840	100.00%	▲
		<b>(7,471,106)</b>	<b>(7,569,638)</b>	<b>(6,321,733)</b>	<b>(5,015,157)</b>	1,306,576	(20.67%)	
Non-cash amounts excluded from operating activities	1(a)	2,920,130	2,938,026	2,448,240	1,825,897	(622,343)	(25.42%)	▼
<b>Amount attributable to operating activities</b>		<b>(157,690)</b>	<b>151,120</b>	<b>565,154</b>	<b>1,246,093</b>	680,939	120.49%	
<b>Investing activities</b>								
Proceeds from non-operating grants, subsidies and contributions	14	3,204,793	3,204,793	2,574,984	1,709,892	(865,092)	(33.60%)	▼
Proceeds from disposal of assets	7	180,501	170,956	152,541	115,955	(36,586)	(23.98%)	▼
Proceeds from financial assets at amortised cost - self supporting loans	9	26,140	26,140	13,070	12,847	(223)	(1.71%)	
Payments for inventories, property, plant and equipment and infrastructure	8	(5,720,451)	(6,026,145)	(4,759,311)	(2,309,554)	2,449,757	51.47%	▲
<b>Amount attributable to investing activities</b>		<b>(2,309,017)</b>	<b>(2,624,256)</b>	<b>(2,018,716)</b>	<b>(470,861)</b>	1,547,855	(76.68%)	
<b>Financing Activities</b>								
Proceeds from new debentures	9	600,000	600,000	600,000	0	(600,000)	(100.00%)	▼
Transfer from reserves	11	2,347,223	2,424,652	2,020,540	568,858	(1,451,682)	(71.85%)	▼
Payments for principal portion of lease liabilities	10	(1,467)	(1,467)	(1,467)	(1,467)	0	0.01%	
Repayment of debentures	9	(167,267)	(167,267)	(117,557)	(96,113)	21,444	18.24%	▲
Transfer to reserves	11	(1,256,210)	(1,256,210)	(9,440)	(1,066,445)	(1,057,005)	(11197.08%)	▼
<b>Amount attributable to financing activities</b>		<b>1,522,279</b>	<b>1,599,708</b>	<b>2,492,076</b>	<b>(595,166)</b>	(3,087,242)	(123.88%)	
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>0</b>	<b>0</b>	<b>1,911,942</b>	<b>1,053,495</b>	(858,447)	44.90%	▼

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 17 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.



Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

<b>PROGRAM NAME AND OBJECTIVES</b>	<b>ACTIVITIES</b>
<p><b>GOVERNANCE</b></p> <p>To provide a decision making process for the efficient allocation of scarce resources.</p>	<p>Administration and operations of facilities and services to members of Council.</p> <p>Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.</p>
<p><b>GENERAL PURPOSE FUNDING</b></p> <p>To collect revenue to allow for the provision of services.</p>	<p>Rates, general purpose grants and interest revenue.</p>
<p><b>LAW, ORDER, PUBLIC SAFETY</b></p> <p>To provide services to help ensure a safer community.</p>	<p>Supervision of various by-laws, fire prevention, emergency services and animal control.</p>
<p><b>HEALTH</b></p> <p>To provide an operational framework for good community health.</p>	<p>Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.</p>
<p><b>EDUCATION AND WELFARE</b></p> <p>The Shire of Brookton provides low cost housing and Seniors accommodation units.</p>	<p>Support and provide assistance to senior citizens and other voluntary services.</p>
<p><b>HOUSING</b></p> <p>Provision and maintenance of rental housing to staff and non-staff tenants.</p>	<p>Provision and maintenance of rental housing to staff and non-staff tenants.</p>
<p><b>COMMUNITY AMENITIES</b></p> <p>Provision and maintenance of a sewerage overflow system; street; household and commercial refuse collection; refuse disposal site; administration of a town planning scheme; public conveniences and Brookton cemetery.</p>	<p>Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning scheme, cemetery and public conveniences</p>
<p><b>RECREATION AND CULTURE</b></p> <p>To establish and manage efficiently infrastructure and resources which will help the social well</p> <p>To establish and manage efficiently infrastructure and resources which will help the social well being of the community.</p>	<p>Maintenance of halls, aquatic centre, recreation centre and reserves, parks and gardens, library service, cultural and heritage services and facilities.</p>
<p><b>TRANSPORT</b></p> <p>Construction and maintenance of RAV network including traffic signs, footpaths, bridges, culverts and other drains, street cleaning and lighting of streets. Townscape projects and the maintenance of a works depot.</p>	<p>Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.</p>
<p><b>ECONOMIC SERVICES</b></p> <p>Tourism and promotion of Brookton, operation of Brookton Caravan Park, building control and land care development of the Brookton district.</p>	<p>Tourism and area promotion including the maintenance and operation of a caravan park.</p> <p>Provision of rural services including weed control, vermin control and stand pipes.</p> <p>Building control.</p>
<p><b>OTHER PROPERTY AND SERVICES</b></p> <p>Private works and indirect cost allocation pools for plant operation and public works.</p>	<p>Private works operations, public works operation, plant operation costs, gross salaries and wages.</p>

STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

	Note	Adopted Annual Budget	Amended Annual Budget (d)	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. \$
		\$	\$	\$	\$	\$	%		
<b>Opening Funding Surplus(Deficit)</b>	1	944,428	873,428	873,428	873,428	0	0.00%		
<b>Revenue from operating activities</b>									
Governance		21,510	34,220	29,150	33,624	4,474	15.35%	▲	
General Purpose Funding - Rates	6	2,518,292	2,518,292	2,518,112	2,531,933	13,821	0.55%	▲	
General Purpose Funding - Other		258,854	502,440	420,648	369,996	(50,652)	(12.04%)	▼	\$
Law, Order and Public Safety		173,472	336,747	275,948	124,548	(151,400)	(54.87%)	▼	\$
Health		300	300	250	148	(102)	(40.72%)	▼	
Education and Welfare		79,165	84,165	70,120	58,649	(11,471)	(16.36%)	▼	\$
Housing		133,397	130,637	108,850	87,662	(21,188)	(19.46%)	▼	\$
Community Amenities		418,023	421,705	418,363	426,193	7,830	1.87%	▲	
Recreation and Culture		46,342	40,842	37,041	43,980	6,939	18.73%	▲	
Transport		103,963	106,074	83,560	100,638	17,078	20.44%	▲	\$
Economic Services		621,268	587,428	460,055	628,391	168,336	36.59%	▲	\$
Other Property and Services		18,700	19,882	16,550	29,592	13,042	78.80%	▲	\$
		<b>4,393,286</b>	<b>4,782,732</b>	<b>4,438,647</b>	<b>4,435,353</b>				
<b>Expenditure from operating activities</b>									
Governance		(580,714)	(487,990)	(412,837)	(385,091)	27,746	6.72%	▲	
General Purpose Funding		(254,060)	(254,060)	(207,508)	(168,270)	39,238	18.91%	▲	\$
Law, Order and Public Safety		(343,249)	(509,724)	(424,928)	(328,369)	96,559	22.72%	▲	\$
Health		(41,545)	(40,545)	(33,315)	(28,450)	4,865	14.60%	▲	
Education and Welfare		(179,000)	(162,920)	(136,714)	(123,095)	13,619	9.96%	▲	
Housing		(262,781)	(241,111)	(202,508)	(154,150)	48,358	23.88%	▲	\$
Community Amenities		(617,820)	(638,020)	(534,282)	(455,175)	79,107	14.81%	▲	\$
Recreation and Culture		(1,097,996)	(1,059,263)	(876,547)	(881,878)	(5,331)	(0.61%)	▼	
Transport		(3,563,077)	(3,617,099)	(3,022,239)	(2,024,948)	997,291	33.00%	▲	\$
Economic Services		(522,546)	(556,608)	(460,844)	(427,285)	33,559	7.28%	▲	
Other Property and Services		(8,318)	(2,298)	(10,011)	(38,447)	(28,436)	(284.05%)	▼	\$
		<b>(7,471,106)</b>	<b>(7,569,638)</b>	<b>(6,321,733)</b>	<b>(5,015,157)</b>				
Non-cash amounts excluded from operating activities	1(a)	2,920,130	2,938,026	2,448,240	1,825,897	(622,343)	(25.42%)	▼	
<b>Amount attributable to operating activities</b>		<b>(157,690)</b>	<b>151,120</b>	<b>565,154</b>	<b>1,246,093</b>	680,939	120.49%		
<b>Investing Activities</b>									
Proceeds from non-operating grants, subsidies and contributions	14	3,204,793	3,204,793	2,574,984	1,709,892	(865,092)	(33.60%)	▼	\$
Proceeds from Disposal of Assets	7	180,501	170,956	152,541	115,955	(36,586)	(23.98%)	▼	\$
Proceeds from financial assets at amortised cost - self supporting loans	9	26,140	26,140	13,070	12,847	(223)	(1.71%)	▼	
Payments for financial assets at amortised cost - self supporting loans	9	0	0	0	0	0			
Payments for inventories, property, plant and equipment and infrastructure	8	(5,720,451)	(6,026,145)	(4,759,311)	(2,309,554)	2,449,757	51.47%	▲	\$
<b>Amount attributable to investing activities</b>		<b>(2,309,017)</b>	<b>(2,624,256)</b>	<b>(2,018,716)</b>	<b>(470,861)</b>				
<b>Financing Activities</b>									
Proceeds from New Debentures	9	600,000	600,000	600,000	0	(600,000)	(100.00%)	▼	\$
Transfer from Reserves	11	2,347,223	2,424,652	2,020,540	568,858	(1,451,682)	(71.85%)	▼	\$
Payments for principal portion of lease liabilities	10	(1,467)	(1,467)	(1,467)	(1,467)	0	0.01%	▲	
Repayment of Debentures	9	(167,267)	(167,267)	(117,557)	(96,113)	21,444	18.24%	▲	\$
Proceeds from Advances		0	0	0	0	0			
Transfer to Reserves	11	(1,256,210)	(1,256,210)	(9,440)	(1,066,445)	(1,057,005)	(11197.08%)	▼	\$
<b>Amount attributable to financing activities</b>		<b>1,522,279</b>	<b>1,599,708</b>	<b>2,492,076</b>	<b>(595,166)</b>				
<b>Closing Funding Surplus(Deficit)</b>	1	<b>0</b>	<b>0</b>	<b>1,911,942</b>	<b>1,053,495</b>				

**KEY INFORMATION**

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

**BASIS OF PREPARATION**

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying Regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

**SIGNIFICANT ACCOUNTING POLICES**

**CRITICAL ACCOUNTING ESTIMATES**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities not readily apparent from other sources. Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

**GOODS AND SERVICES TAX**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

**ROUNDING OFF FIGURES**

All figures shown in this statement are rounded to the nearest dollar.

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 07 May 2023

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>					
		\$	\$	\$	\$
<b>Adjustments to operating activities</b>					
Less: Profit on asset disposals	7	(6,977)	(9,781)	(8,140)	(9,780)
Movement in share investment (non-current)		0	0	0	(5,000)
Add: Loss on asset disposals	7	36,710	57,410	47,840	0
Add: Depreciation on assets		2,890,397	2,890,397	2,408,540	1,840,677
<b>Total non-cash items excluded from operating activities</b>		<b>2,920,130</b>	<b>2,938,026</b>	<b>2,448,240</b>	<b>1,825,897</b>

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Adopted Budget Opening 30 June 2022	Amended Budget Opening 30 June 2022	Last Year Closing 30 June 2022	Year to Date 30 April 2023
<b>Adjustments to net current assets</b>					
Less: Reserves - restricted cash	11	(12,518,616)	(12,518,616)	(12,518,616)	(13,016,203)
Less: - Financial assets at amortised cost - self supporting loans	4	(26,140)	(26,140)	(26,140)	(13,293)
Less: - Land held for resale		(53,524)	(59,454)	(59,454)	0
Add: Borrowings	9	142,462	142,462	142,462	46,349
Add: Lease liabilities	10	1,467	1,467	1,467	0
<b>Total adjustments to net current assets</b>		<b>(12,454,351)</b>	<b>(12,460,281)</b>	<b>(12,460,281)</b>	<b>(12,983,147)</b>

(c) Net current assets used in the Statement of Financial Activity

<b>Current assets</b>					
Cash and cash equivalents	2	13,981,041	13,981,032	13,981,032	15,074,579
Financial assets at amortised cost	4	26,140	0	0	0
Rates receivables	3	103,760	102,783	102,783	127,250
Receivables	3	55,538	42,705	42,705	82,337
Other current assets	4	65,449	97,519	97,519	28,306
<b>Less: Current liabilities</b>					
Payables	5	(195,121)	(252,302)	(252,302)	(356,135)
Borrowings	9	(142,462)	(142,462)	(142,462)	(46,349)
Contract liabilities	12	(295,020)	(295,020)	(295,020)	(674,267)
Lease liabilities	10	(1,467)	(1,467)	(1,467)	0
Provisions	12	(199,079)	(199,079)	(199,079)	(199,079)
<b>Less: Total adjustments to net current assets</b>	1(b)	<b>(12,454,351)</b>	<b>(12,460,281)</b>	<b>(12,460,281)</b>	<b>(12,983,147)</b>
<b>Closing funding surplus / (deficit)</b>		<b>944,428</b>	<b>873,428</b>	<b>873,428</b>	<b>1,053,495</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

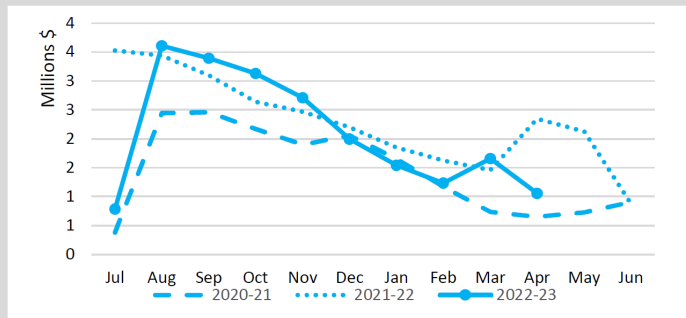
Adjusted Net Current Assets	Note	Last Years Closing	This Time Last Year	Year to Date
		30/06/2022	30/04/2022	Actual 30/04/2023
		\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	2	1,462,415	2,403,781	2,058,376
Cash Restricted - Reserves	2	12,518,616	11,636,691	13,016,203
Cash Restricted - Bonds & Deposits	2	0	0	0
Receivables - Rates	3	102,783	138,361	127,250
Receivables - Other	3	42,705	356,831	82,337
Other Financial Assets	4	26,140	12,415	13,293
Other Assets Other Than Inventories	4	0	0	0
Inventories	4	71,379	128,269	15,013
		14,224,038	14,676,349	15,312,471
<b>Less: Current Liabilities</b>				
Payables	5	(251,764)	(30,920)	(342,888)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(295,020)	(286,906)	(674,267)
Bonds & Deposits	5	(538)	(2,288)	(13,247)
Loan and Lease Liability	9	(143,929)	(44,707)	(46,349)
Provisions	12	(199,079)	(250,465)	(199,079)
		(890,329)	(615,287)	(1,275,829)
Less: Cash Reserves	11	(12,518,616)	(11,636,691)	(13,016,203)
Add Back: Component of Leave Liability not Required to be funded		0	0	0
Add Back: Loan and Lease Liability		143,929	44,707	46,349
Less : Loan Receivable - clubs/institutions		(26,140)	(12,415)	(13,293)
Less : Land Held For Resale		(59,454)	(113,673)	0
Less : Trust Transactions Within Muni		0	0	0
<b>Net Current Funding Position</b>		<b>873,428</b>	<b>2,342,990</b>	<b>1,053,495</b>

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



<b>This Year YTD</b>
<b>Surplus(Deficit)</b>
<b>\$1.05 M</b>
<b>Last Year YTD</b>
<b>Surplus(Deficit)</b>
<b>\$2.34 M</b>

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
<b>Cash on hand</b>								
Cash Floats	Cash and cash equivalents	350		350		N/A	NIL	On hand
<b>At Call Deposits</b>								
Municipal Cash At Bank	Cash and cash equivalents	371,600		371,600		Bendigo	0.00%	N/A
Municipal Cash At Bank (Cash Management A/C)	Cash and cash equivalents	666,477		666,477		Bendigo	1.25%	N/A
Municipal Term Deposit	Cash and cash equivalents	1,007,069		1,007,069		Bendigo	2.00%	19/05/2023
Bond Cash At Bank	Cash and cash equivalents	12,880		12,880		Bendigo	0.00%	N/A
Trust Cash At Bank	Cash and cash equivalents				13,820	Bendigo	0.00%	N/A
<b>Term Deposits</b>								
Reserves Cash At Bank	Cash and cash equivalents		13,016,203	13,016,203		Bendigo	3.20%	20/06/2023
<b>Total</b>		<b>2,058,376</b>	<b>13,016,203</b>	<b>15,074,579</b>	<b>13,820</b>			
<b>Comprising</b>								
Cash and cash equivalents		2,058,376	13,016,203	15,074,579	13,820			
		<b>2,058,376</b>	<b>13,016,203</b>	<b>15,074,579</b>	<b>13,820</b>			

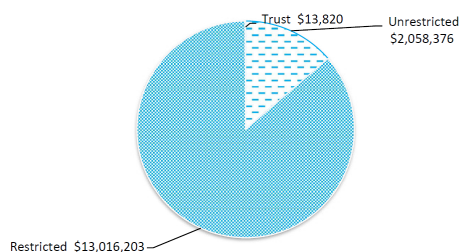
**KEY INFORMATION**

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

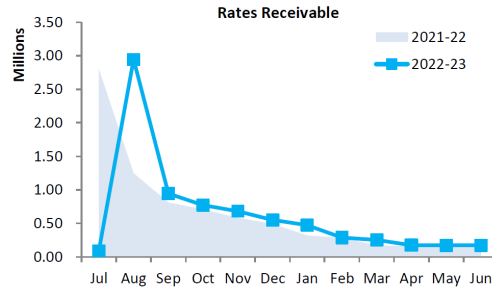
The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



Rates receivable	30 June 2022	30 Apr 2023
	\$	\$
Opening arrears previous years	118,641	153,188
Levied this year	2,801,953	2,975,242
Less - collections to date	(2,767,406)	(2,950,775)
Gross rates collectable	<b>153,188</b>	<b>177,655</b>
Net rates collectable	<b>153,188</b>	<b>177,655</b>
% Collected	94.8%	94.3%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(446)	8,810	3,466	160	1,783	13,773
Percentage	(3.2%)	64%	25.2%	1.2%	12.9%	
<b>Balance per trial balance</b>						
Sundry receivable						13,773
GST receivable						56,450
Other Receivables						12,113
<b>Total receivables general outstanding</b>						<b>82,337</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

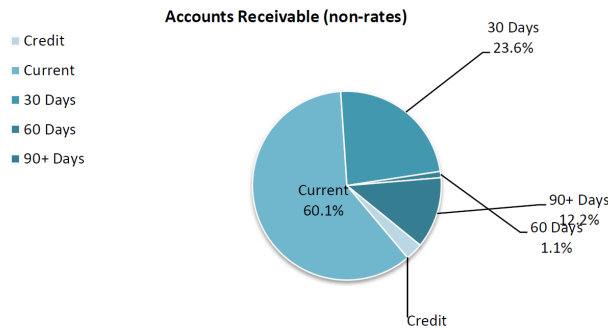
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

**Classification and subsequent measurement**

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 30 April 2023
	\$	\$	\$	\$
<b>Other current assets</b>				
<b>Other financial assets at amortised cost</b>				
Financial assets at amortised cost - self supporting loans	26,140	0	(12,847)	13,293
<b>Inventory</b>				
Fuel and materials (including gravel)	11,925	3,088	0	15,013
<b>Land held for resale</b>				
Cost of acquisition	59,454	0	(59,454)	0
<b>Total other current assets</b>	<b>97,519</b>	<b>3,088</b>	<b>(72,301)</b>	<b>28,306</b>
<b>Amounts shown above include GST (where applicable)</b>				

**KEY INFORMATION**

**Other financial assets at amortised cost**

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

**Inventory**

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**Land held for resale**

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.

Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Council's intentions to release for sale.

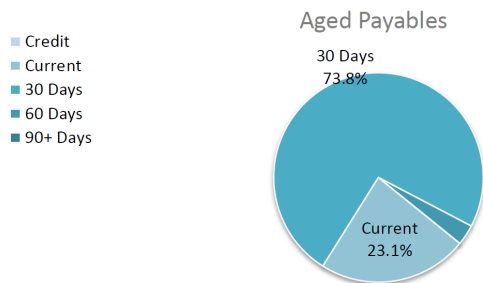


Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	61,195	195,609	8,359	0	265,163
Percentage	0%	23.1%	73.8%	3.2%	0%	
<b>Balance per trial balance</b>						
Sundry creditors						265,163
Other creditors						6,094
ATO liabilities						5,981
Accrued interest on borrowings						0
Payroll creditors						43,735
Bonds and deposits held						13,247
Prepaid (Excess) Rates						21,916
<b>Total payables general outstanding</b>						<b>356,135</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

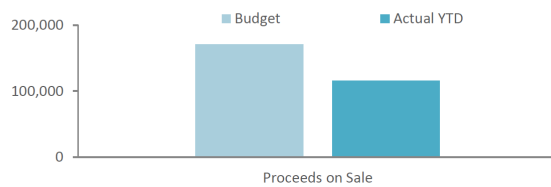
OPERATING ACTIVITIES  
NOTE 6  
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>											
Residential	0.09620	249	2,960,210	284,772	0	0	284,772	284,772	743	0	285,516
Industrial	0.09620	5	78,870	7,587	0	0	7,587	7,587	0	0	7,587
Commercial	0.09620	21	660,464	63,537	0	0	63,537	63,537	0	0	63,537
GRV	0.09620	2	303,500	29,197	500	0	29,697	29,197	0	0	29,197
<b>Unimproved value</b>											
Unimproved	0.00850	205	215,291,000	1,829,974	500	0	1,830,474	1,829,974	12,898	0	1,842,872
<b>Non Rateable</b>											
Non Rateable	0.00000	246	118,755	0	0	0	0	0	0	0	0
Exempt Property	0.00000	18	54,240	0	0	0	0	0	0	0	0
<b>Sub-Total</b>		<b>746</b>	<b>219,467,039</b>	<b>2,215,067</b>	<b>1,000</b>	<b>0</b>	<b>2,216,067</b>	<b>2,215,066</b>	<b>13,642</b>	<b>0</b>	<b>2,228,708</b>
<b>Minimum payment</b>	<b>Minimum \$</b>										
<b>Gross rental value</b>											
Residential	835	66	170,415	55,110	0	0	55,110	55,110	0	0	55,110
Industrial	835	2	9,280	1,670	0	0	1,670	1,670	0	0	1,670
Commercial	835	10	51,660	8,350	0	0	8,350	8,350	0	0	8,350
GRV	835	1	7,000	835	0	0	835	835	0	0	835
<b>Unimproved value</b>											
Unimproved	1,420	168	16,258,463	238,560	0	0	238,560	238,560	0	0	238,560
<b>Sub-total</b>		<b>247</b>	<b>16,496,818</b>	<b>304,525</b>	<b>0</b>	<b>0</b>	<b>304,525</b>	<b>304,525</b>	<b>0</b>	<b>0</b>	<b>304,525</b>
		<b>993</b>	<b>235,963,857</b>	<b>2,519,592</b>	<b>1,000</b>	<b>0</b>	<b>2,520,592</b>	<b>2,519,591</b>	<b>13,642</b>	<b>0</b>	<b>2,533,233</b>
Discount							(2,300)				(1,300)
<b>Amount from general rates</b>							<b>2,518,292</b>				<b>2,531,933</b>
Ex-gratia rates (CBH)	Tonnage	2	481,945	36,880	0	0	36,880	40,567	0	0	40,567
<b>Total general rates</b>							<b>2,555,172</b>				<b>2,572,500</b>

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2022 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Land held for resale</b>								
6918	LOT 104 - 8 AVONBANK CLOSE, BROOKTON - A2775	59,454.00	60,501.00	1,046	0	59,454	60,500	1,046	0
	<b>Plant and equipment</b>								
	<b>Governance</b>								
PAV316	2020 MITSUBISHI TRITON DUAL CAB UTE	29,061.00	36,364.00	7,303	0	29,061	36,364	7,303	0
PU32	2018 MITSUBISHI TRITON MQ3L20 4 X 2 SINGLE CAB - MO	17,659.00	19,091.00	1,432	0	17,659	19,091	1,432	0
	<b>Transport</b>								
PT12	2010 ISUZU GIGA 2 X 2 HP TIP BODY BO437	50,000	35,000	0	(15,000)	0	0	0	0
PT10	ISUZU GIGA TIPTRUCK-1CQL067	52,210	10,000	0	(42,210)	0	0	0	0
PT13	2011 ISUZU TIP TRUCK 4.5TONNE 1DUD178	10,200	10,000	0	(200)	0	0	0	0
		<b>218,584</b>	<b>170,956</b>	<b>9,781</b>	<b>(57,410)</b>	<b>106,174</b>	<b>115,955</b>	<b>9,780</b>	<b>0</b>



Capital acquisitions	Adopted	Amended		YTD Actual	YTD Actual Variance
	Budget	Budget	YTD Budget		
	\$	\$	\$	\$	\$
Buildings	1,497,020	1,562,081	1,294,351	153,391	(1,140,960)
Furniture and equipment	28,900	26,274	21,890	22,815	925
Plant and equipment	842,341	912,176	505,130	275,716	(229,414)
Infrastructure - roads	2,685,905	2,822,993	2,352,440	1,819,688	(532,752)
Infrastructure - parks and gardens	2,285	32,285	26,900	2,285	(24,615)
Infrastructure - sewerage	650,000	650,000	541,660	15,323	(526,337)
Infrastructure - water	14,000	20,336	16,940	20,336	3,396
<b>Payments for Capital Acquisitions</b>	<b>5,720,451</b>	<b>6,026,145</b>	<b>4,759,311</b>	<b>2,309,554</b>	<b>(2,449,757)</b>
<b>Capital Acquisitions Funded By:</b>					
	\$	\$	\$	\$	\$
Capital grants and contributions	3,099,735	3,099,735	2,522,455	1,685,740	(836,715)
Borrowings	600,000	600,000	600,000	0	(600,000)
Other (disposals & C/Fwd)	120,000	110,455	59,994	55,455	(4,539)
Cash backed reserves					
Plant and Vehicle Reserve	591,341	591,341	0	0	0
Municipal Building & Facility Reserve	314,209	314,209	0	0	0
Sewerage Scheme Reserve	50,000	127,429	0	0	0
Road & Bridges Infrastructure Reserve	301,489	301,489	0	0	0
Railway Station Reserve	252,000	252,000	0	0	0
Water Reserve	14,000	14,000	0	0	0
Brookton Aquatic Reserve	226,000	226,000	0	0	0
Contribution - operations	151,677	389,487	1,008,004	(499)	(1,008,503)
<b>Capital funding total</b>	<b>5,720,451</b>	<b>6,026,145</b>	<b>4,759,311</b>	<b>2,309,554</b>	<b>(2,449,757)</b>

#### SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

#### Initial recognition and measurement for assets held at cost

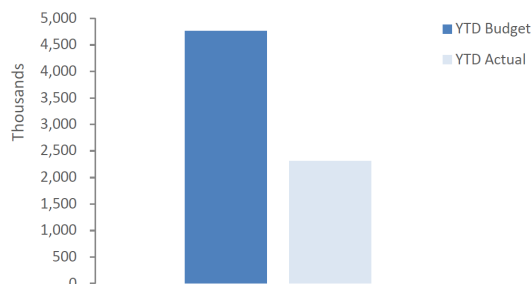
Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

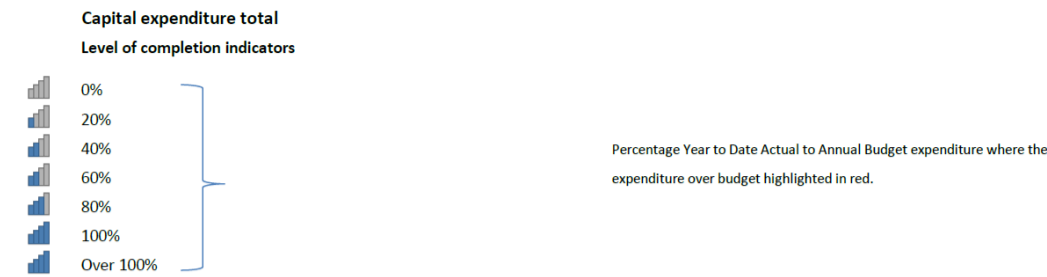
#### Initial recognition and measurement between

#### mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions





Level of completion indicator, please see table at the end of this note for further detail.

Account Number	Job Number	Balance Sheet Category	Account/Job Description	Adopted	Amended		YTD Actual	Variance (Under)/Over
				Budget	Budget	YTD Budget		
				\$	\$	\$	\$	\$
<b>Buildings</b>								
<b>Law, Order &amp; Public Safety</b>								
E054510	WBSHEDCAP	9230	WEST BROOKTON BFB - APPLIANCE BAY FACILITY AND AMEN	(573,811)	(573,811)	(573,811)	(22,902)	(550,909)
<b>Total - Law, Order &amp; Public Safety</b>				<b>(573,811)</b>	<b>(573,811)</b>	<b>(573,811)</b>	<b>(22,902)</b>	<b>(550,909)</b>
<b>Community Amenities</b>								
E104510	ROBICAP	9230	TOWNSCAPE - ROBINSON ROAD	(42,000)	(41,057)	(34,210)	0	(34,210)
E105510	CEMABLU	9230	CEMETARY ABLUTION FACILITY	(40,000)	0	0	0	0
E105510	ROBABLU	9230	ROBINSON ROAD TOILET UPGRADE - LRCI PHASE 3	(55,000)	(121,408)	(101,170)	0	(101,170)
<b>Total - Community Amenities</b>				<b>(137,000)</b>	<b>(162,465)</b>	<b>(135,380)</b>	<b>0</b>	<b>(135,380)</b>
<b>Recreation And Culture</b>								
E111511	MHALLSFC	9230	MEMORIAL HALL RENEWALS	(288,209)	(288,209)	(240,170)	(95,898)	(144,272)
E112510	POOLCAP	9230	POOL - CAPITAL	(180,000)	(180,000)	(150,000)	0	(150,000)
E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	(292,000)	(292,000)	(146,000)	(20,050)	(125,950)
<b>Total - Recreation And Culture</b>				<b>(760,209)</b>	<b>(760,209)</b>	<b>(536,170)</b>	<b>(115,948)</b>	<b>(420,222)</b>
<b>Economic Services</b>								
E132511		9230	RENEW & UPDATE INFORMATION BAY	(17,000)	(17,000)	(8,500)	(9,590)	1,090
<b>Total - Economic Services</b>				<b>(17,000)</b>	<b>(17,000)</b>	<b>(8,500)</b>	<b>(9,590)</b>	<b>1,090</b>
<b>Other Property &amp; Services</b>								
E142519		9230	SHIRE DEPOT IMPROVEMENTS	(9,000)	(23,000)	(19,160)	(3,450)	(15,710)
<b>Total - Other Property &amp; Services</b>				<b>(9,000)</b>	<b>(23,000)</b>	<b>(19,160)</b>	<b>(3,450)</b>	<b>(15,710)</b>
<b>Total - Buildings</b>				<b>(1,497,020)</b>	<b>(1,536,485)</b>	<b>(1,273,021)</b>	<b>(151,891)</b>	<b>(1,121,130)</b>
<b>Plant &amp; Equipment</b>								
<b>Governance</b>								
E042533		9234	ADMIN PURCHASE BMO VEHICLE	(40,000)	(40,000)	(33,330)	(30,581)	(2,749)
E042534		9234	ADMIN PURCHASE MIW VEHICLE	(50,000)	(50,000)	(41,660)	(50,721)	9,061
<b>Total - Governance</b>				<b>(90,000)</b>	<b>(90,000)</b>	<b>(74,990)</b>	<b>(81,302)</b>	<b>6,312</b>
<b>Law, Order &amp; Public Safety</b>								
E054000	CCTV	9234	TOWN CCTV INSTALLTION - SECURITY & SAFETY	(85,000)	(75,386)	(62,820)	(5,126)	(57,694)
<b>Total - Law, Order &amp; Public Safety</b>				<b>(85,000)</b>	<b>(75,386)</b>	<b>(62,820)</b>	<b>(5,126)</b>	<b>(57,694)</b>
<b>Community Amenities</b>								
E102530		9234	PURCHASE PLANT & EQUIPMENT	0	(74,429)	(62,020)	(74,429)	12,409
<b>Total - Community Amenities</b>				<b>0</b>	<b>(74,429)</b>	<b>(62,020)</b>	<b>(74,429)</b>	<b>12,409</b>
<b>Recreation &amp; Culture</b>								
E112530		9234	PURCHASE PLANT & EQUIPMENT	(46,000)	(51,020)	(43,350)	(50,120)	6,770
<b>Total - Recreation &amp; Culture</b>				<b>(46,000)</b>	<b>(51,020)</b>	<b>(43,350)</b>	<b>(50,120)</b>	<b>6,770</b>
<b>Transport</b>								
E143530	EP001	9234	PURCHASE P&E - 2010 ISUZU GIGA 2 X 2 HP 6 WHEEL TIP BOI	(65,000)	(320,000)	0	0	0
E143530	TRUCKH	9234	PURCHASE P&E - TIP TRUCK HEAVY TANDEM AXLE	(320,000)	(236,341)	(196,950)	0	(196,950)
E143530	TRUCKL	9234	PURCHASE P&E - TIP TRUCK LIGHT SINGLE AXLE	(236,341)	(65,000)	(65,000)	(64,740)	(260)
<b>Total - Transport</b>				<b>(621,341)</b>	<b>(621,341)</b>	<b>(261,950)</b>	<b>(64,740)</b>	<b>(197,210)</b>
<b>Total - Plant &amp; Equipment</b>				<b>(842,341)</b>	<b>(912,176)</b>	<b>(505,130)</b>	<b>(275,716)</b>	<b>(229,414)</b>
<b>Furniture &amp; Equipment</b>								
<b>Governance</b>								
E042520	ELECCAP	9232	CAPEX - ELECTRONIC EQUIPMENT	0	(13,225)	(11,020)	(13,225)	2,205
<b>Total - Governance</b>				<b>0</b>	<b>(13,225)</b>	<b>(11,020)</b>	<b>(13,225)</b>	<b>2,205</b>
<b>Recreation &amp; Culture</b>								
E113520		9232	PURCHASE FURNITURE & EQUIPMENT	(28,900)	(13,049)	(10,870)	(9,590)	(1,280)
<b>Total - Recreation &amp; Culture</b>				<b>(28,900)</b>	<b>(13,049)</b>	<b>(10,870)</b>	<b>(9,590)</b>	<b>(1,280)</b>
<b>Total - Furniture &amp; Equipment</b>				<b>(28,900)</b>	<b>(26,274)</b>	<b>(21,890)</b>	<b>(22,815)</b>	<b>925</b>
<b>Infrastructure - Roads</b>								
<b>Transport</b>								
E121555	BRKWRRG	9250	BROOKTON-KWEDA ROAD (RRG)	(630,502)	(819,613)	(682,990)	(758,011)	75,021
E121560	GLENR2R	9250	GLENESTER ROAD - CULVERT REPLACEMENT & GRAVEL OVER	(47,000)	(47,000)	(39,160)	0	(39,160)
E121560	RICHR2R	9250	RICHARDSON STREET - RESEAL (RTR)	(13,920)	(13,920)	(11,600)	(17,512)	5,912
E121560	SEVER2R	9250	SEVERIN ROAD - CULVERT REPLACEMENT & GRAVEL OVERLA	(26,200)	(26,200)	(21,830)	0	(21,830)
E121560	WOODR2R	9250	WOODS LOOP ROAD (RTR)	(45,000)	(45,000)	(37,500)	0	(37,500)
E121565	COPRSFC	9250	COPPING ROAD RESEAL - LRCI PHASE 3	(38,100)	(38,100)	(31,750)	(31,916)	166
E121565	KOORSFC	9250	KOORRNONG DRIVE - DRAINAGE	(62,523)	0	0	0	0
E121565	LENNR2R	9250	LENNARD STREET RESEAL - LRCI PHASE 3	(28,500)	(28,500)	(23,750)	(33,699)	9,949
E121565	STRASFC	9250	STRANGE ROAD - RESEAL	(133,400)	(133,400)	(111,160)	(105,126)	(6,034)
E121565	WBSF1	9250	DANGIN-MEARS ROAD WHEATBELT SECONDARY FREIGHT NE	(1,588,445)	(1,588,445)	(1,323,700)	(793,253)	(530,447)
E121570	BRIDGE02	9250	BRIDGE 3154A DAVIS ROAD	(33,787)	(44,800)	(37,330)	(43,250)	5,920
E121570	BRIDGE03	9250	BRIDGE 3143 YEO ROAD	(38,528)	(27,515)	(22,920)	(26,420)	3,500
E121570	BRIDGE04	9250	BRIDGE 3146A BOYAGARRA ROAD	0	(10,500)	(8,750)	(10,500)	1,750
<b>Total - Transport</b>				<b>(2,685,905)</b>	<b>(2,822,993)</b>	<b>(2,352,440)</b>	<b>(1,819,688)</b>	<b>(532,752)</b>
<b>Total - Infrastructure - Roads</b>				<b>(2,685,905)</b>	<b>(2,822,993)</b>	<b>(2,352,440)</b>	<b>(1,819,688)</b>	<b>(532,752)</b>
<b>Infrastructure - Sewerage</b>								
<b>Community Amenities</b>								
E102541	SEWPIPE	9254	SEWERAGE PIPE RELINING/UPGRADE	(650,000)	(650,000)	(541,660)	(15,323)	(526,337)
<b>Total - Community Amenities</b>				<b>(650,000)</b>	<b>(650,000)</b>	<b>(541,660)</b>	<b>(15,323)</b>	<b>(526,337)</b>
<b>Total - Infrastructure - Sewerage</b>				<b>(650,000)</b>	<b>(650,000)</b>	<b>(541,660)</b>	<b>(15,323)</b>	<b>(526,337)</b>
<b>Infrastructure - Water</b>								
<b>Community Amenities</b>								
E107541		9262	WATER INFRASTRUCTURE	(14,000)	(20,336)	(16,940)	(20,336)	3,396
<b>Total - Community Amenities</b>				<b>(14,000)</b>	<b>(20,336)</b>	<b>(16,940)</b>	<b>(20,336)</b>	<b>3,396</b>
<b>Total - Infrastructure - Water</b>				<b>(14,000)</b>	<b>(20,336)</b>	<b>(16,940)</b>	<b>(20,336)</b>	<b>3,396</b>
<b>Infrastructure - Parks &amp; Gardens</b>								
<b>Recreation And Culture</b>								
E115550	OVALCAP	9256	OVAL RENOVATIONS	(2,285)	(2,285)	(1,900)	(2,285)	385
E115550	OVALBRK	9256	BROOKTON OVAL RETICULATION	0	(30,000)	(25,000)	0	25,000
E116510	NATPLACAP	9230	YOUTH PRECINCT - NATURE PLAY AREA	0	(25,596)	(21,330)	(1,500)	19,830
<b>Total - Recreation And Culture</b>				<b>(2,285)</b>	<b>(57,881)</b>	<b>(48,230)</b>	<b>(3,785)</b>	<b>45,215</b>
<b>Total - Infrastructure - Parks &amp; Gardens</b>				<b>(2,285)</b>	<b>(57,881)</b>	<b>(48,230)</b>	<b>(3,785)</b>	<b>45,215</b>
<b>Grand Total</b>				<b>(5,720,451)</b>	<b>(6,026,145)</b>	<b>(4,759,311)</b>	<b>(2,309,554)</b>	<b>(2,360,097)</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

FINANCING ACTIVITIES  
NOTE 9  
BORROWINGS

Repayments - borrowings

Particulars	Loan No.	1 July 2022	New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
			Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Education and welfare</b>														
Kalkarni Residency (20%)	80	44,707	0	0	0	(10,264)	(10,264)	(10,264)	34,443	34,443	34,443	(1,664)	(2,693)	(2,693)
<b>Housing</b>														
Staff Housing (33%)	80	73,767	0	0	0	(16,935)	(16,935)	(16,935)	56,832	56,832	56,832	(2,773)	(4,443)	(4,443)
<b>Community amenities</b>														
Sewerage (14%)	80	31,295	0	0	0	(7,185)	(7,185)	(7,185)	24,110	24,110	24,110	(1,176)	(1,885)	(1,885)
Effluent Loan	83	0	0	600,000	600,000	0	(24,805)	(24,805)	0	575,195	575,195	0	(12,978)	(12,978)
<b>Recreation and culture</b>														
Sport & Recreation	81	419,295	0	0	0	(31,946)	(65,003)	(65,003)	387,349	354,292	354,292	(16,253)	(31,020)	(31,020)
<b>Other property and services</b>														
Grader (33%)	80	73,767	0	0	0	(16,935)	(16,935)	(16,935)	56,832	56,832	56,832	(2,773)	(4,543)	(4,543)
		642,832	0	600,000	600,000	(83,266)	(141,127)	(141,127)	559,566	1,101,705	1,101,705	(24,638)	(57,562)	(57,562)
<b>Self supporting loans</b>														
<b>General purpose funding</b>														
Country Club	82	168,613	0	0	0	(12,847)	(26,140)	(26,140)	155,767	142,473	142,473	(3,417)	(12,476)	(12,476)
		168,613	0	0	0	(12,847)	(26,140)	(26,140)	155,767	142,473	142,473	(3,417)	(12,476)	(12,476)
<b>Total</b>		811,445	0	600,000	600,000	(96,113)	(167,267)	(167,267)	715,333	1,244,178	1,244,178	(28,055)	(70,038)	(70,038)
Current borrowings		142,462							46,349					
Non-current borrowings		668,983							668,983					
		811,445							715,333					

All debenture repayments were financed by general purpose revenue.  
Self supporting loans are financed by repayments from third parties.

New borrowings 2022-23

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Effluent Loan	0	600,000	WATC	Debenture	20	130,698	0.00	0	(600)	0
	0	600,000				130,698		0	(600)	0

The Shire has no unspent debenture funds as at 30th June 2023, nor is it expected to have unspent funds as at 30th June 2024.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023**

**FINANCING ACTIVITIES  
NOTE 10  
LEASE LIABILITIES**

**Movement in carrying amounts**

Information on leases	Lease No.	1 July 2022	New Leases			Principal Repayments			Principal Outstanding			Interest Repayments		
			Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
Particulars		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Community amenities</b>														
Re-Use Water Dam	LE-03	22,019	0	0	0	(1,467)	(1,467)	(1,467)	20,552	20,552	20,552	(715)	(715)	(715)
<b>Total</b>		22,019	0	0	0	(1,467)	(1,467)	(1,467)	20,552	20,552	20,552	(715)	(715)	(715)
Current lease liabilities		1,467							0					
Non-current lease liabilities		20,552							20,552					
		22,019							20,552					

All lease repayments were financed by general purpose revenue.

**KEY INFORMATION**

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

OPERATING ACTIVITIES  
NOTE 11  
RESERVE ACCOUNTS

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Restricted by Council</b>									
Leave Reserve	138,959	150	355	2,800	2,800	0	0	141,909	142,114
Plant and Vehicle Reserve	458,416	494	1,751	400,195	231,817	(617,341)	0	241,764	691,984
Land and Housing Development Reserv	1,640,520	1,769	4,224	87,971	87,971	0	0	1,730,260	1,732,716
Furniture & Equipment Reserve	13,584	15	46	30,000	30,000	(17,000)	(14,272)	26,599	29,358
Municipal Building & Facility Reserve	607,292	655	1,541	9,122	0	(314,209)	0	302,860	608,833
Townscape & Footpath Reserve	125,231	135	319	1,584	1,584	0	0	126,950	127,134
Sewerage Scheme Reserve	510,977	551	1,296	25,435	0	(127,429)	0	409,534	512,273
Road & Bridges Infrastructure Reserve	296,802	320	1,572	330,938	322,769	(301,489)	0	326,571	621,142
Health & Wellbeing Reserve	554,586	598	0	0	0	(555,184)	(554,586)	(0)	0
Sport & Recreation Reserve	31,667	34	80	0	0	0	0	31,701	31,747
Rehabilitation & Refuse Reserve	266,081	287	678	4,354	4,354	0	0	270,722	271,113
Caravan Park Reserve	354,213	382	904	7,138	7,138	0	0	361,733	362,254
Brookton Musuem/Heritage Reserve	47,209	51	120	0	0	0	0	47,260	47,329
Kweda Hall Reserve	18,050	19	46	364	364	0	0	18,433	18,460
Railway Station Reserve	530,223	572	1,345	0	0	(252,000)	0	278,795	531,568
Madison Square Units Reserve	30,693	33	78	619	619	0	0	31,345	31,390
Cemetery Reserve	80,748	87	205	820	820	0	0	81,655	81,774
Water Reserve	75,795	82	192	1,370	0	(14,000)	0	63,247	75,988
Developer Contribution Reserve	2,743	3	7	55	55	0	0	2,801	2,805
Brookton Aquatic Reserve	481,502	519	1,223	9,099	0	(226,000)	0	265,120	482,726
Cash Contingency Reserve	131,745	142	334	2,655	2,655	0	0	134,542	134,734
Future Fund Reserve	4,104,617	4,426	19,219	82,603	82,603	0	0	4,191,646	4,206,439
Innovations Fund Reserve	2,016,963	2,174	9,404	30,590	30,590	0	0	2,049,727	2,056,957
Brookton Community Resource Centre	0	0	153	215,000	215,214	0	0	215,000	215,367
	<b>12,518,616</b>	<b>13,498</b>	<b>45,091</b>	<b>1,242,712</b>	<b>1,021,353</b>	<b>(2,424,652)</b>	<b>(568,858)</b>	<b>11,350,174</b>	<b>13,016,203</b>



	Note	Opening Balance 1 July 2022	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 Apr 2023
		\$		\$	\$	\$
<b>Other current liabilities</b>						
<b>Other liabilities</b>						
- Contract liabilities		8,114	0	82,638	(8,587)	82,164
- Capital grant/contribution liabilities		286,906	0	1,396,527	(1,091,330)	592,103
<b>Total other liabilities</b>		295,020	0	1,479,165	(1,099,917)	674,266.90
<b>Employee Related Provisions</b>						
Annual leave		137,121	0	0	0	137,121
Long service leave		61,957	0	0	0	61,957
<b>Total Employee Related Provisions</b>		199,079	0	0	0	199,079
<b>Total other current assets</b>		494,098	0	1,479,165	(1,099,917)	873,345
Amounts shown above include GST (where applicable)						

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

#### KEY INFORMATION

##### Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

##### Employee Related Provisions

###### Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

###### Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

##### Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

##### Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

NOTE 13  
OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue			
	Liability	Increase	Liability	Liability	Current	Adopted	Amended	Amended	YTD
	1 July 2022	in	Reduction	30 Apr 2023	Liability	Budget	YTD	Annual	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants and subsidies</b>									
<b>Governance</b>									
Dept of Training & Workforce Development	0	0	0	0	0	0	1,060	1,275	1,275
<b>General purpose funding</b>									
Grants Commission - General (WALGGC)	0	0	0	0	0	112,957	189,400	227,290	170,468
Grants Commission - Roads (WALGGC)	0	0	0	0	0	53,116	66,970	80,369	60,277
<b>Law, order, public safety</b>									
DFES Grant - Operating Bush Fire Brigade	0	0	0	0	0	55,745	41,808	55,745	55,745
DFES Grant - Fire Mitigation Activity Fund	0	82,638	(473)	82,164	82,164	0	137,720	165,275	473
<b>Recreation and culture</b>									
Queens Golden Jubilee Grant	8,114.00	0	(8,114)	0	0	8,114	8,114	8,114	8,114
Seniors Week Grant	0	0	0	0	0	4,000	830	1,000	1,000
<b>Transport</b>									
Direct Grant (MRWA)	0	0	0	0	0	98,163	83,560	100,274	100,274
<b>Economic services</b>									
CRC - Operating Grants Income	0	0	0	0	0	353,222	264,915	353,222	372,651
	<b>8,114</b>	<b>82,638</b>	<b>(8,587)</b>	<b>82,164</b>	<b>82,164</b>	<b>685,317</b>	<b>794,377</b>	<b>992,564</b>	<b>770,276</b>
<b>Operating contributions</b>									
CRC - Community Events & Programs Income	0	0	0	0	0	15,000	1,660	2,000	0
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>1,660</b>	<b>2,000</b>	<b>0</b>
<b>TOTALS</b>	<b>8,114</b>	<b>82,638</b>	<b>(8,587)</b>	<b>82,164</b>	<b>82,164</b>	<b>700,317</b>	<b>796,037</b>	<b>994,564</b>	<b>770,276</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 APRIL 2023

NOTE 14

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Non operating grants, subsidies and contributions revenue						
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Apr 2023	Current Liability 30 Apr 2023	Adopted Budget Revenue	Amended YTD Budget	Amended Annual Budget	Budget Variations	Expected	YTD Revenue Actual	Forecast 30 June Closing
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Non-operating grants and subsidies</b>												
<b>General purpose funding</b>												
LRCI - Waterless Public Toilet Cemetery	0	30,000	0	30,000	30,000	40,000	30,000	40,000	0	40,000	0	(10,000)
LRCI - Robinson Rd Toilets, Upgrade including Planting	0	41,250	0	41,250	41,250	55,000	41,250	55,000	0	55,000	0	(13,750)
LRCI - Replacement Public Bins - Robinson Road	0	31,500	0	31,500	31,500	42,000	31,500	42,000	0	42,000	0	(10,500)
LRCI - Park Furniture & Light Pole Railway Station Park	0	21,675	0	21,675	21,675	28,900	21,675	28,900	0	28,900	0	(7,225)
LRCI - Copping Road Reseal	0	28,575	(28,575)	0	0	38,100	28,575	38,100	0	38,100	28,575	19,050
LRCI - Lennard Street Reseal	0	21,375	(21,375)	0	0	28,500	21,375	28,500	0	28,500	21,375	14,250
LRCI - Strange Road Reseal	0	100,050	0	100,050	100,050	133,400	100,050	133,400	0	133,400	0	(33,350)
LRCI - CCTV - Brookton Hwy, Robinson Road & Recreation Ground	0	63,750	(5,126)	58,624	58,624	85,000	63,750	85,000	0	85,000	5,126	(16,124)
LRCI - Street Gardens - White & Cumming Streets Replace Bottelbrush Trees	0	45,000	0	45,000	45,000	60,000	45,000	60,000	0	60,000	0	(15,000)
LRCI - Caravan Park Upgrade - Stage 1	0	0	0	0	0	43,849	32,886	43,849	0	43,849	24,849	13,886
LRCI - Youth Precinct - Nature Play Area	0	0	0	0	0	1,229	921	1,229	0	1,229	696	388
WBDC - Railway Station Building Refurbishment	0	0	0	0	0	40,000	30,000	40,000	0	40,000	0	(10,000)
<b>Law, order, public safety</b>												
DFES Capital Grant Income (West Brookton BFB Shed)	286,906	0	(22,902)	264,003	264,003	573,811	478,190	573,811	0	573,811	22,902	(72,719)
<b>Transport</b>												
RRG -Brookton-Kweda Road - Income	0	420,335	(420,335)	0	0	420,335	315,252	420,335	0	420,335	420,335	315,252
R2R - Richardson Street - Reseal - Income	0	0	0	0	0	13,920	10,440	13,920	0	13,920	0	(3,480)
R2R - Severin Road - Culvert Replacement & Gravel Overlay - Income	0	0	0	0	0	26,200	19,650	26,200	0	26,200	0	(6,550)
R2R - Glenester Road - Culvert Replacement & Gravel Overlay - Income	0	0	0	0	0	47,000	35,250	47,000	0	47,000	0	(11,750)
R2R - Woods Loop Road - Income	0	0	0	0	0	45,000	33,750	45,000	0	45,000	0	(11,250)
WSFN - Dangin-Mears Road - Income	0	593,017	(593,017)	0	0	1,482,549	1,235,470	1,482,549	0	1,482,549	1,186,034	938,955
	286,906	1,396,527	(1,091,330)	592,103	592,103	3,204,793	2,574,984	3,204,793	0	3,204,793	1,709,892	1,080,083

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 30 Apr 2023
	\$	\$	\$	\$
<b>Restricted Cash - Bonds and Deposits</b>				
Nil				
Bus Bonds	0	2,080	0	2,080
Facility Hire Bonds	0	6,330	0	6,330
Gym Bonds	0	4,610	(140)	4,470
<b>Sub-Total</b>	0	13,020	(140)	12,880
<b>Trust Funds</b>				
Public Open Space Contributions	13,820	0	0	13,820
<b>Sub-Total</b>	13,820	0	0	13,820
	<b>13,820</b>	<b>13,020</b>	<b>(140)</b>	<b>26,700</b>

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	<b>Budget adoption</b>						0
	Accrued Expense Recognised – Office Auditor General Audit Fees year end 30/06/2021 received 07/12/22		Opening Surplus(Deficit)			(71,000)	(71,000)
	Water Drinking Fountain - Brookton Aquatic Centre	OCM 12.22-04	Capital Expenses			(5,020)	(76,020)
E041020.338	Memb General Operating Expenses	OCM 02.23-10	Operating Expenses		1,500		(74,520)
E041020.340	Memb General Operating Expenses	OCM 02.23-10	Operating Expenses		1,600		(72,920)
E041020.349	Memb General Operating Expenses	OCM 02.23-10	Operating Expenses		3,000		(69,920)
E041020.604	Memb General Operating Expenses	OCM 02.23-10	Operating Expenses		12,500		(57,420)
FIREGO.350	Fire General Operating Expenses	OCM 02.23-10	Operating Expenses		1,650		(55,770)
FIREGO.379	Fire General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,650)	(57,420)
FIREM.327	Fire General Operating Expenses	OCM 02.23-10	Operating Expenses			(165,275)	(222,695)
E054100.379	Esl Emergency Services Levy	OCM 02.23-10	Operating Expenses		9,407		(213,288)
E054100.742	Esl Emergency Services Levy	OCM 02.23-10	Operating Expenses			(9,407)	(222,695)
I051020.150	Fire Grants & Subsidies	OCM 02.23-10	Operating Revenue		165,275		(57,420)
E072020.327	Hea-Bk General Operating Expenses	OCM 02.23-10	Operating Expenses		1,000		(56,420)
E104030.327	Tpb General Operating Expenses	OCM 02.23-10	Operating Expenses			(4,000)	(60,420)
I104010.129	Tpb Fees & Charges	OCM 02.23-10	Operating Revenue		4,000		(56,420)
MARKOP.379	Marketing & Promotional Material	OCM 02.23-10	Operating Expenses		1,000		(55,420)
KOOROP.379	Avon Bank Estate Lots - Resale	OCM 02.23-10	Operating Expenses			(6,530)	(61,950)
I032010.150	Gpg Grants Commission - General	OCM 02.23-10	Operating Revenue		114,333		52,383
I032020.150	Gpg Grants Commission - Roads	OCM 02.23-10	Operating Revenue		27,253		79,636
I033020.140	Genfin Interest On Investments	OCM 02.23-10	Operating Revenue		15,000		94,636
I033020.142	Genfin Interest On Investments	OCM 02.23-10	Operating Revenue		87,000		181,636
I033550.230	Transfer From Reserve To Muni	OCM 02.23-10	Capital Revenue		77,429		259,065
E042010.300	Admin Employee Costs	OCM 02.23-10	Operating Expenses		110,000		369,065
E042010.305	Admin Employee Costs	OCM 02.23-10	Operating Expenses			(10,076)	358,989
E042010.309	Admin Employee Costs	OCM 02.23-10	Operating Expenses		2,000		360,989
E042010.311	Admin Employee Costs	OCM 02.23-10	Operating Expenses			(10,000)	350,989
E042020.320	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,000)	349,989
E042020.323	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses		39,830		389,819
E042020.335	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses			(65,280)	324,539
E042020.338	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,250)	323,289
E042020.340	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses		13,225		336,514
E042020.343	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses		5,000		341,514
E042020.349	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses			(4,000)	337,514
E042020.413	Admin General Operating Expenses	OCM 02.23-10	Operating Expenses			(2,725)	334,789
E042499.440	Admin Loss On Sale Of Asset	OCM 02.23-10	Operating Expenses				334,789
I042020.152	Admin Grants & Subsidies	OCM 02.23-10	Operating Revenue		1,275		336,064
I042040.191	Admin Other Revenue	OCM 02.23-10	Operating Revenue		2,700		338,764
I042499.210	Admin Profit On Sale Of Asset	OCM 02.23-10	Operating Revenue				338,764
I052010.111	Anim Fees & Charges	OCM 02.23-10	Operating Revenue			(2,000)	336,764
I087040.169	Independent Living Units - Other Income	OCM 02.23-10	Operating Revenue		5,000		341,764
I091030.160	Staffh Reimbursements & Donations	OCM 02.23-10	Operating Revenue			(2,760)	339,004
I105010.115	Amen Fees & Charges	OCM 02.23-10	Operating Revenue			(2,500)	336,504
E112010.300	Pool Employee Costs	OCM 02.23-10	Operating Expenses		20,000		356,504
POOLGO.325	Swimming Pool General Operating	OCM 02.23-10	Operating Expenses			(200)	356,304
POOLGO.327	Swimming Pool General Operating	OCM 02.23-10	Operating Expenses		10,000		366,304
POOLGO.340	Swimming Pool General Operating	OCM 02.23-10	Operating Expenses		1,880		368,184
POOLGO.379	Swimming Pool General Operating	OCM 02.23-10	Operating Expenses			(5,300)	362,884
E115040.338	Oth-Cult Community Events	OCM 02.23-10	Operating Expenses		3,000		365,884
I112010.122	Pool Fees & Charges	OCM 02.23-10	Operating Revenue		500		366,384
I113010.139	Oth-Rec Fees & Charges	OCM 02.23-10	Operating Revenue			(3,000)	363,384
I115020.150	Oth-Cult Grants & Subsidies	OCM 02.23-10	Operating Revenue			(3,000)	360,384
E123499.440	Poc Loss On Sale Of Asset	OCM 02.23-10	Operating Expenses				360,384
I122010.150	Infra Mrwa Direct Grant	OCM 02.23-10	Operating Revenue		2,111		362,495
CARAOP.379	Caravan Park	OCM 02.23-10	Operating Expenses			(14,500)	347,995

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
I136499.210	Econ Profit On Sale Of Asset	OCM 02.23-10	Operating Revenue				347,995
E147010.300	Sal Gross Salaries & Wages	OCM 02.23-10	Operating Expenses		130,000		477,995
E147030.810	Sal Less: Salaries & Wages Allocated	OCM 02.23-10	Operating Expenses			(130,000)	347,995
E148010.420	Unclas Write-Offs Prior Years	OCM 02.23-10	Operating Expenses			(644)	347,351
I148020.160	Unclas Reimbursements	OCM 02.23-10	Operating Revenue			(12,318)	335,033
ELECCAP.340	Purchase Furniture & Equipment	OCM 02.23-10	Capital Expenses			(13,225)	321,808
I042497.201	Admin - Realisation On Disposal Of Assets	OCM 02.23-10	Non Cash Item				321,808
I042498.200	Admin - Proceeds On Disposal Of Assets	OCM 02.23-10	Capital Revenue		15,455		337,263
I143497.201	Poc - Realisation On Disposal Of Assets	OCM 02.23-10	Non Cash Item				337,263
I143498.200	Poc - Proceeds On Disposal Of Assets	OCM 02.23-10	Capital Revenue			(25,000)	312,263
RUBBOP.614	Waste Collection	OCM 02.23-10	Operating Expenses			(4,200)	308,063
TIPOP.379	Refuse Site	OCM 02.23-10	Operating Expenses		3,500		311,563
SEWEOP.379	Sewerage Treatment Works	OCM 02.23-10	Operating Expenses			(20,000)	291,563
SEWEOP.380	Sewerage Treatment Works	OCM 02.23-10	Operating Expenses			(4,500)	287,063
RRTL0P.325	Public Toilets Robinson Road	OCM 02.23-10	Operating Expenses			(1,000)	286,063
CEMOP.327	Cemetery	OCM 02.23-10	Operating Expenses		10,000		296,063
I107030.160	Water Reimbursements & Donations	OCM 02.23-10	Operating Expenses		2,182		298,245
OVALOP.379	Oval Maintenance	OCM 02.23-10	Operating Expenses			(4,600)	293,645
OVALOP.381	Oval Maintenance	OCM 02.23-10	Operating Expenses		4,000		297,645
MEMPOP.379	Memorial Park	OCM 02.23-10	Operating Expenses		2,000		299,645
TOWNOP.300	Town Street Maintenance	OCM 02.23-10	Operating Expenses			(13,931)	285,714
TOWNOP.327	Town Street Maintenance	OCM 02.23-10	Operating Expenses		10,000		295,714
TOWNOP.379	Town Street Maintenance	OCM 02.23-10	Operating Expenses			(2,000)	293,714
TOWNOP.381	Town Street Maintenance	OCM 02.23-10	Operating Expenses			(360)	293,354
TOWNOP.801	Town Street Maintenance	OCM 02.23-10	Operating Expenses			(16,088)	277,266
TOWNOP.802	Town Street Maintenance	OCM 02.23-10	Operating Expenses			(7,876)	269,390
OTHMRRM.327	Other Road Maintenance	OCM 02.23-10	Operating Expenses		24,483		293,873
DEPOOP.340	Shire Depot - Building Maintenance	OCM 02.23-10	Operating Expenses		3,000		296,873
DEPOOP.379	Shire Depot - Building Maintenance	OCM 02.23-10	Operating Expenses			(3,000)	293,873
E122090.379	Infra Ramm (Previously Roman)	OCM 02.23-10	Operating Expenses			(23,250)	270,623
E142010.302	Pw-Oh Employee Costs	OCM 02.23-10	Operating Expenses		6,748		277,371
E142010.305	Pw-Oh Employee Costs	OCM 02.23-10	Operating Expenses			(2,084)	275,287
E142010.307	Pw-Oh Employee Costs	OCM 02.23-10	Operating Expenses		2,000		277,287
E143020.620	Poc General Operating Expenses	OCM 02.23-10	Operating Expenses		20,000		297,287
E143020.622	Poc General Operating Expenses	OCM 02.23-10	Operating Expenses			(20,000)	277,287
I143030.160	Poc Reimbursements & Donations	OCM 02.23-10	Operating Revenue		13,500		290,787
E102530.502	Purchase Plant & Equipment	OCM 02.23-10	Capital Expenses			(74,429)	216,358
BRKWRRG.327	Brookton-Kweda Road	OCM 02.23-10	Capital Expenses			(166,119)	50,239
BRKWRRG.379	Brookton-Kweda Road	OCM 02.23-10	Capital Expenses			(22,992)	27,247
KOORSFC.300	Koornong Drive - Drainage	OCM 02.23-10	Capital Expenses		13,931		41,178
KOORSFC.327	Koornong Drive - Drainage	OCM 02.23-10	Capital Expenses		11,666		52,844
KOORSFC.379	Koornong Drive - Drainage	OCM 02.23-10	Capital Expenses		12,962		65,806
KOORSFC.801	Koornong Drive - Drainage	OCM 02.23-10	Capital Expenses		16,088		81,894
KOORSFC.802	Koornong Drive - Drainage	OCM 02.23-10	Capital Expenses		7,876		89,770
WBSF1.327	Dangin-Mears Road Wheatbelt Secondary Freight Network	OCM 02.23-10	Capital Expenses			(207,354)	(117,584)
WBSF1.379	Dangin-Mears Road Wheatbelt Secondary Freight Network	OCM 02.23-10	Capital Expenses		207,354		89,770
BRIDGE02.327	Bridge 3154A Davis Road	OCM 02.23-10	Capital Expenses			(11,013)	78,757
BRIDGE04.379	Bridge 3146A Boyagarra Road	OCM 02.23-10	Capital Expenses			(10,500)	68,257
BRIDGE03.327	Bridge 3143 Yeo Road	OCM 02.23-10	Capital Expenses		11,013		79,270
ADMIOP.327	Administration Centre	OCM 02.23-10	Operating Expenses		1,500		80,770
ADMIOP.379	Administration Centre	OCM 02.23-10	Operating Expenses			(6,300)	74,470
ADMIOP.381	Administration Centre	OCM 02.23-10	Operating Expenses			(1,100)	73,370
SENIOP.380	Senior Citizen Homes - Common Area Unit 1 33 Whittington Street Brookton -	OCM 02.23-10	Operating Expenses		2,800		76,170
U133WS.379	Independent Living Units Unit 1 33 Whittington Street Brookton -	OCM 02.23-10	Operating Expenses		1,500		77,670
U133WS.381	Independent Living Units Unit 1 40 White Street Brookton - Independent	OCM 02.23-10	Operating Expenses			(1,000)	76,670
U140WS.379	Living Units	OCM 02.23-10	Operating Expenses		750		77,420

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
U233WS.379	Unit 2 33 Whittington Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		3,180		80,600
U240WS.379	Unit 2 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		750		81,350
U340WS.379	Unit 3 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		750		82,100
U440WS.379	Unit 4 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		750		82,850
U540WS.379	Unit 5 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		2,550		85,400
U640WS.379	Unit 6 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		1,500		86,900
U740WS.379	Unit 7 40 White Street Brookton - Independent Living Units	OCM 02.23-10	Operating Expenses		2,550		89,450
10MAOP.379	10 Marsh Ave Brookton	OCM 02.23-10	Operating Expenses		5,900		95,350
23WHITOP.379	23 Whittington Street Brookton	OCM 02.23-10	Operating Expenses		3,900		99,250
25WHITOP.379	25 Whittington Street Brookton	OCM 02.23-10	Operating Expenses		1,500		100,750
25WHITOP.380	26 Whittington Street Brookton	OCM 02.23-10	Operating Expenses			(1,000)	99,750
28AWSOP.379	U5 28 William Street	OCM 02.23-10	Operating Expenses		1,500		101,250
28BWSOP.379	U6 28 William Street	OCM 02.23-10	Operating Expenses		3,870		105,120
U2MSUOP.379	U2 4 Matthew Street	OCM 02.23-10	Operating Expenses		4,000		109,120
U4MSOP.379	Unit 4 Madison Square Units	OCM 02.23-10	Operating Expenses		2,000		111,120
WBOP.325	Wb Eva Pavilion	OCM 02.23-10	Operating Expenses		1,000		112,120
RWSTOP.327	Brookton Railway Station	OCM 02.23-10	Operating Expenses		17,255		129,375
E107541.379	Water Infrastructure	OCM 02.23-10	Capital Expenses			(6,336)	123,039
E136100.311	Crc Employee Costs	OCM 02.23-10	Operating Expenses			(1,982)	121,057
E136101.343	Crc General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,000)	120,057
E136101.350	Crc General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,040)	119,017
I136100.170	Crc Community Events & Programs Revenue	OCM 02.23-10	Operating Revenue			(13,000)	106,017
I136100.191	Crc Community Events & Programs Revenue	OCM 02.23-10	Operating Revenue			(14,909)	91,108
CCTV.327	Town Cctv Installtion - Security & Safety	OCM 02.23-10	Capital Expenses		9,614		100,722
ROBICAP.500	Townscape - Robinson Road	OCM 02.23-10	Capital Expenses		943		101,665
CEMABLU.500	Cemetary Ablution Facility	OCM 02.23-10	Capital Expenses		40,000		141,665
ROBABLU.327	Robinson Road Toilet Upgrade - Lrci Phase 3	OCM 02.23-10	Capital Expenses			(66,408)	75,257
E113520.501	Purchase Furniture & Equipment	OCM 02.23-10	Capital Expenses		15,851		91,108
OVALBRK.504	Brookton Oval Reticulation	OCM 02.23-10	Capital Expenses			(30,000)	61,108
E142519.500	Shire Depot Improvements	OCM 02.23-10	Capital Expenses			(14,000)	47,108
FIREGO.340	Fire General Operating Expenses	OCM 02.23-10	Operating Expenses			(1,200)	45,908
E114020.340	Libr General Operating Expenses	OCM 02.23-10	Operating Expenses			(6,302)	39,606
GYMOP.340	Gymnasium Operating	OCM 02.23-10	Operating Expenses			(4,000)	35,606
CARAOP.340	Caravan Park	OCM 02.23-10	Operating Expenses			(10,010)	25,596
NATPLACAP.37	Youth Precinct - Nature Play Area	OCM 02.23-10	Capital Expenses			(25,596)	0
				0	1,392,139	(1,392,139)	0

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
	\$	%				
<b>Revenue from operating activities</b>						
Interest earnings	(32,498)	(28.00%) ▼			Budget profiling & budget review increase - will correct over time.	
<b>Expenditure from operating activities</b>						
Employee costs	149,107	8.27%	Variance relates to a number of vacant positions early in FY 22/23			
Materials and contracts	556,726	35.67% ▲	The major variances relate to provisions for consultants and IT initial onboarding along with POC's redistributed to rural and town street maintenance.			
Depreciation on non-current assets	567,863	23.58% ▲	Depreciation set on prior year budgeting, Fair Value review completed 30 June 2022			
Interest expenses	20,231	41.29% ▲		The variance relates to budget profiling as Effluent Loan 83 has not been drawn		
Loss on disposal of assets	47,840	100.00% ▲	No loss on disposals year to date			
Non-cash amounts excluded from operating activities	(622,343)	(25.42%) ▼			Non-cash expense which is added back in the financial statement	
<b>Investing activities</b>						
Proceeds from non-operating grants, subsidies and contributions	(865,092)	(33.60%) ▼			The major variances relate to the budget profiling and recognition of revenue for LRCI Phase 3, DFES and Wheatbelt Secondary Freight grant funding	
Proceeds from disposal of assets	(36,586)	(23.98%) ▼			Variance relates to Budget profiling. Assets to be disposed of in coming quarter	
Payments for inventories, property, plant and equipment and infrastructure	2,449,757	51.47% ▲	A number of variances relate to underspend YTD being Capital spending on Infrastructure - Brookton Railway station, Memorial Hall, Cemetery & Robinson Road toilets, Oval reticulation, West Brookton Fire Shed, Rural Road & Bridge works. Some works rescheduled to FY23/24			
<b>Financing activities</b>						
Proceeds from new debentures	(600,000)	(100.00%) ▼			The variance relates to the Effluent Scheme Upgrade loan not yet drawn down.	
Transfer from reserves	(1,451,682)	(71.85%) ▼				Variance due to budget profiling. Transfer to be done in June 2023
Repayment of debentures	21,444	18.24% ▲	The variance relates to budget profiling and the Effluent Scheme Upgrade loan not yet drawn down.			
Transfer to reserves	(1,057,005)	(11197.08%) ▼			A portion of reserves have been transferred at the TDA maturity and the remainder to occur at the end of the financial year.	
<b>Closing funding surplus / (deficit)</b>	<b>(858,447)</b>	<b>44.90% ▼</b>				This is a timing variance and will self correct overtime



**15.05.23 GOVERNANCE REPORTS****15.05.23.01 DRAFT HOST SITE AGREEMENT – UNITED CHRISTIAN BROADCASTERS AUSTRALIA**

<b>File No:</b>	REL042
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Gary Sherry – Chief Executive Officer
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

**Summary of Item:**

Council is to consider renewing a Host Site Agreement between the Shire and United Christian Broadcasters Australia, trading as Vision Christen Media, for existing radio transmission equipment installed at the Brookton Oval.

**Description of Proposal:**

United Christian Broadcasters Australia Ltd are seeking to extend the tenure arrangements for the existing Vision Christian Media – Brookton 88.0FM WA equipment sited at the Brookton Oval – for a further five years in line with the Agreement included at Attachment 15.05.23.01A.

The Officer's Recommendation supports the extension of the tenure arrangements within the terms of the agreement.

**Background:**

In 2018 Council and United Christian Broadcasters Australia Ltd formalized the tenure arrangement for the existing Vision Christian Media – Brookton 88.0FM WA equipment sited at the Brookton Oval.

The endorsed agreement included permission to erect, construct and maintain transmission equipment for the purpose of transmitting broadcast signals, with all reasonable access being permitted. This agreement was based on:

- A 'no cost' rental agreement in favour of United Christian Broadcasters Australia;
- The Shire being indemnified in relation to the installation, use and maintenance of the United Christian Broadcasters Australia's equipment;
- The Shire covering the cost of electricity, which would be negligible;
- The Shire agreeing to access to the site for United Christian Broadcasters Australia subject to reasonable notice being given;

- A 5 year period, with possible extension;
- The ability to terminate the lease with notice period of 3 months;
- The United Christian Broadcasters Australia being responsible their own Occupational Safety and Health programs;
- The United Christian Broadcasters Australia being responsible to restore the site as far as practical to its original condition.

A copy of the draft agreement is provided at Attachment 15.05.23.01A.

**Statutory Environment:**

Council may ‘loosely’ entertain this agreement under the Management Order granted pursuant to Section 46(1) of the *Land Administration Act, 1997*.

**Relevant Plans and Policy:**

There are no plans or policies applicable to this matter.

**Financial Implications:**

There is an extremely small financial cost applicable to this matter through the provision of access to local government property and provision of electricity. This provision is unlikely to exceed any costs of Council seeking to recover the provision.

**Risk Assessment:**

There is little apparent risk in relation to this agreement. To the contrary, the absence of an agreement presents a risk that should an issue arise the Council could be liable.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

**Community & Strategic Objectives:**

This proposal broadly aligns with the Shire of Brookton Strategic Community Plan 2022 – 2023.

**Comment:** Nil

### OFFICER'S RECOMMENDATION

That Council endorse the that it is endorses the Host Site Agreement with United Christian Broadcasters Australia Ltd for the existing radio transmission equipment installed at the Brookton Oval as included at Attachment 15.05.23.01A.

*(Simple majority vote required)*

### **OCM 05.23-07**

#### **COUNCIL RESOLUTION**

**MOVED Cr Walker            SECONDED Cr Lilly**

***That Council endorse the that it is endorses the Host Site Agreement with United Christian Broadcasters Australia Ltd for the existing radio transmission equipment installed at the Brookton Oval as included at Attachment 15.05.23.01A.***

***CARRIED BY SIMPLE MAJORITY VOTE 6/0***

### **Attachments**

Attachment 15.05.23.01A – Host Site Agreement with United Christian Broadcasters Australia LTD.

**HOST SITE AGREEMENT**

<b>BETWEEN</b>	Shire of Brookton (referred to as "the Host") PO Box 42, BROOKTON WA 6306
<b>AND</b>	United Christian Broadcasters Australia Limited TA <b>Vision Christian Media</b> (referred to as " <b>Vision</b> ")
<b>HOST SITE</b>	Brookton Oval, 14 White Rd, BROOKTON WA 6306 (referred to as "the site")
<b>PERIOD</b>	Five years, commencing upon the date of signing, renewable for further periods unless cancelled earlier by either party according to the provision in this agreement

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**PREAMBLE**

This agreement facilitates the functional aspects of what is effectively a community focused partnership between the Host and Vision, the aim of which is to provide interested locals with access to Vision's not-for-profit Christian radio service.

**IT IS AGREED**

1. The Host warrants that it has full right and interest in the site in terms of a binding agreement, or by virtue of ownership, and that is entitled to enter into this agreement.
2. The Host agrees that Vision may erect, construct and maintain transmission equipment at the site for the purpose of receiving and/or transmitting broadcast signals. Such equipment may be located on or inside the building(s) on the site, and may include but not be limited to;
  - a. An antenna and fixtures and fittings;
  - b. A 90 cm satellite dish and fixtures and fittings;
  - c. A shelf suitable for housing the broadcast equipment inside the building;
  - d. A satellite decoder Box;
  - e. An FM Transmitter Box
  - f. Any other such equipment as may be reasonably required sufficient to ensure a broadcast area as permitted in terms of the broadcast license granted to Vision by the relevant authority.
3. The Host agrees to provide Vision with reasonable access to the site for the purposes of maintaining an efficient and continuous operation of the equipment, including but not limited to installation, maintenance, upgrading, repairs and monitoring.

Request for access to the site will be made by prior arrangement with the Host with reasonable advance notice. Generally, work shall be carried out during business hours, emergencies excepted.

4. Persons given authority for access to the site shall close all doors, gates and other means of restricting access to the site and shall refrain from interfering with the activities of the Host at the Site. Vision undertakes to pay for the duplication of any additional keys deemed necessary to facilitate its access to the site.
5. Vision agrees that the Host is not responsible for any loss of or damage to Vision's equipment located at the site or any associated liabilities.

6. The Host agrees to permit Vision to take a power feed from their existing power supply at the Site for the operation of Vision's equipment.
7. Vision agrees that all work at the site will be undertaken to appropriate workplace health and safety standards and all personnel involved in the installation and maintenance of the equipment will have the appropriate training and certificates for the work involved. Vision accepts liability for all work undertaken on its equipment at the site and liability for any incidents as a result of any incorrectly installed equipment. Further, Vision will indemnify the Host for any damage that may be caused to the Host's property because of the installed equipment, as well as damage to others property and bodily injury to the Host and all other persons.
8. The Host agrees to provide the site to Vision at no cost
9. The Host agrees to cover the cost of electricity the site to Vision
10. Either party may cancel this agreement during the initial term or further agreement periods upon three months' notice. At the termination of the Agreement, Vision shall remove all constructions, erections and installations it has made at the site and shall restore the Site as far as possible to its original state as at the commencement of the agreement.
11. Vision agrees to lodge with the Host each year written evidence of Public Liability Insurance to a minimum cover of \$20 million.
12. The parties agree that a faxed or scanned copy signed by both parties shall be valid and binding.

We hereby accept the terms of this agreement and warrant our authority to do so;

On behalf of Shire of Brookton


x \_\_\_\_\_  
Signed  
\_\_\_\_\_ Date of signing

\_\_\_\_\_  
Signatory

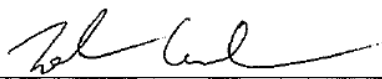
x \_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

On behalf of United Christian Broadcasters Australia Limited  
TA Vision Christian Media

x   
Daniel Waters, Broadcast Operations Manager

24.4.23  
Date of signing

x   
Witness

JOHN COUCHMAN  
Name of Witness

**15.05.23.02 WESTERN AUSTRALIAN LIVE SHEEP EXPORT INDUSTRY – STATEMENT OF SUPPORT – SUBMISSION TO FEDERAL GOVERNMENT INDEPENDENT PANEL**

<b>File No:</b>	REL042
<b>Date of Meeting:</b>	18 May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Gary Sherry – Chief Executive Officer
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

**Summary of Report:**

Council is to consider a resolution in support of the Western Australian live sheep export industry to ensure its sustainability and continued contribution to the state's economy and to make representation to state and federal governments.

**Description of Proposal:**

The Western Australian live sheep export industry is an important sector that provides significant economic benefits to the state and particularly farming business within the Shire of Brookton. The industry is essential for the economic sustainability of many rural communities and provides valuable employment opportunities.

Council is to consider a resolution in support of the continuation of the live sheep export industry that includes:

- Making a statement of support for the live sheet industry and adopt a policy position opposing the end of the industry. The statement of support should support the Shire of Brookton businesses that operate within that industry and highlight the considerable local impact of shutting this economic activity in the Shire of Brookton;
- Seek political support from the Western Australian government, local federal members of parliament and the federal government for the Shire of Brookton's position in opposing the end of the live sheep export industry; and
- Making a submission to the independent panel. Given that the terms of reference of the independent panel are to "provide advice on how and when the government will phase out live sheep exports by sea" the submission should argue for as long an adjustment period as possible to allow as easy transition of local businesses out of the industry. Making a submission opposing the phasing out is not able to be considered.

**Background:**

The Western Australian live sheep export industry is an essential part of the state's agriculture sector. This industry has been operating for more than 50 years and has provided significant benefits to the state's economy.

All live sheep exports from Australia are run through companies that operate out of Western Australia.

The industry contributes approximately \$250 million annually to the state's economy and employs over 2,000 people. The industry provides a vital market for Western Australian farmers, allowing them to export their livestock and earn a premium price for their produce. The industry also provides valuable opportunities for rural communities, who rely on the industry for jobs and income.

The live sheep export industry is a significant farming practice in the Shire of Brookton, directly supporting local farming businesses. Indirectly the industry supports local employment and the local economy.

The federal Labor government took a policy of ending live sheep export to two federal elections, spurred on by the Awassi Express disaster in 2018. The animal welfare policies implemented since the Awassi incident include a ban on sending sheep on ships during the Middle Eastern summer, reduced stocking densities and a policy requiring an independent observer to travel on board and file a report.

The live sheep export industry is strongly opposed by animal welfare groups including the RSPCA and the Humane Society International. This position has strong support in metropolitan cities.

The live export of sheep has declined dramatically since 2018 in part due to a ban on summer trading. Just 575,000 sheep were exported live from Australia in 2021, compared with 2 million in 2017.

The Federal Government has reaffirmed their commitment to transitioning away from live sheep export. The government has appointed an independent panel to consult on how and when this transition should take place. This panel has held hastily convened meetings in across Western Australia in April and is seeking public submissions until 31<sup>st</sup> May 2023.

**Consultation:**

The Council has informally consulted with local stakeholders in the industry, including farmers and local businesses. The Council is not aware of any local animal welfare groups to confirm their views on the industry's practices.

**Statutory Environment:**

The Western Australian live sheep export industry is regulated by the federal government under the Australian Meat and Livestock Industry Act 1997. The industry is also subject to state regulations, including animal welfare standards and transport regulations.

**Relevant Plans and Policy:** Nil

**Financial Implications:**

There are direct financial implications to Council in regards to this matter. Longer term, indirect financial impacts may arise to Council and the community from reduced productivity of the local agricultural businesses and the move of agricultural production away from animal husbandry to other farming operations.

### Risk Assessment:

There are risks associated with supporting the Western Australian live sheep export industry, particularly in relation to animal welfare concerns. Whilst there would be strong local support for Council to support the local industry, this support does not extend widely outside of the agricultural areas. There is moderate reputational risk for the Shire of Brookton arising from people/organisations from outside of the agricultural areas with an unlikely likelihood of occurring.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
	Almost Certain	Medium	High	High	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

### Community & Strategic Objectives:

Supporting the Western Australian live sheep export industry aligns with the council's strategic objectives to promote economic growth and support rural communities.

### Comment:

The Council has taken a balanced approach to the live sheep export industry, considering the economic and social benefits of the industry, as well as animal welfare concerns.

### OFFICER'S RECOMMENDATION

That Council:

1. supports the continued operation of a Western Australian live sheep export industry because the industry is a vital part of the Western Australian and Shire of Brookton agriculture sector and provides significant economic benefits to the state and Shire of Brookton noting that the industry is continues to improve animal welfare standards;
2. seeks the support of Federal and State government representatives to support the continued operation of a Western Australian live sheep export industry; and
3. Lodge a submission to the Federal Government's independent panel seeking:
  - a. to have the longest possible timeframe for the phasing out of the Western Australian live sheep export industry to allow:
    - i. sheep producers to sustainably and humanely adjust their farming businesses and to seek and develop alternative markets for stock;



- ii. local business to plan for a reduction in their operations; and
  - iii. local workers the opportunity to retrain and seek alternative employment; and
- b. the federal government provide a comprehensive support package for Western Australian agricultural communities to:
- i. to ameliorate the cost of business, worker and community transitions arising from this federal government policy; and
  - ii. review impacts on the local environment from a move away from animal husbandry to alternative economic operations.

*(Simple majority vote required)*

**OCM 05.23-08**

**COUNCIL RESOLUTION**

**MOVED Cr Lilly**

**SECONDED Cr Hartl**

**That Council:**

- 1. supports the continued operation of a Western Australian live sheep export industry because the industry is a vital part of the Western Australian and Shire of Brookton agriculture sector and provides significant economic benefits to the state and Shire of Brookton noting that the industry is continues to improve animal welfare standards;**
- 2. seeks the support of Federal and State government representatives to support the continued operation of a Western Australian live sheep export industry; and**
- 3. Lodge a submission to the Federal Government's independent panel seeking:**
  - a. to have the longest possible timeframe for the phasing out of the Western Australian live sheep export industry to allow:**
    - i. sheep producers to sustainably and humanely adjust their farming businesses and to seek and develop alternative markets for stock;**
    - ii. local business to plan for a reduction in their operations; and**
    - iii. local workers the opportunity to retrain and seek alternative employment; and**
  - b. the federal government provide a comprehensive support package for Western Australian agricultural communities to:**
    - i. to ameliorate the cost of business, worker and community transitions arising from this federal government policy; and**
    - ii. review impacts on the local environment from a move away from animal husbandry to alternative economic operations.**

**CARRIED BY SIMPLE MAJORITY VOTE 6/0**

**15.05.23.03 COMMUNITY WATER SUPPLIES PARTNERSHIP PROGRAM – COMMITMENT TO PROJECTS TO UPGRADE RETICULATION AND EXTEND HAPPY VALLEY BORE FIELD WATER THROUGH BROOKTON**

<b>File No:</b>	GOV022A REL041
<b>Date of Meeting:</b>	18 <sup>th</sup> May 2023
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Gary Sherry – Chief Executive Officer
<b>Authorising Officer:</b>	Gary Sherry – Chief Executive Officer
<b>Declaration of Interest:</b>	The author and authorising officer do not have an interest in this item
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

**Summary of Report:**

Council is to consider accepting two funding sources for projects under the Community Water Supplies Partnership Program that would extend and improve the reticulation of water from the Happy Valley bore field around Brookton.

**Description of Proposal:**

In March 2023 the state government’s Minister for Water, Hon Simone McGurk, advised Council that she had approved two grants for \$77,395 and \$70,572 from the Community Water Supplies Partnership Program towards the cost of completing Shire of Brookton community water supply projects.

The grants are conditional on the Shire and local community meeting the balance of the project cost in cash or in-kind and subject to a final “deed of agreement” with the Department of Water and Environmental Regulation (DWER).

The two projects will extend the Brookton’s Happy Valley non-potable bore water supply to irrigate the town’s Memorial Park, Madison Square and the caravan park. This will significantly reduce the Shire’s reliance on scheme water used for irrigation, providing long lasting benefits.

Specifically, the Projects include:

Project 1 – Included at Attachment 15.05.23.03A

Grant	\$77,395
Contribution	\$33,170
Total Cost	\$110,635

- Supply water from Happy Valley bore field to Memorial Park - currently reticulated by scheme water including:
  - Connect existing 75mm pipe via a new tee and under road bore pipe 90mm to Memorial Park 130m away;
  - Connect to irrigation mainline and master valve Cap 90mm for future extension.

- Upgrade exiting pipe from Memorial Park to the oval tank including:
  - Connect mainline from Memorial Park to Oval in 90mm pipe for 450 metres,
  - Connect to feed line to tank,
  - Cap 90mm line heading to Caravan Park

Project 2 - Included at Attachment 15.05.23.03B

Grant	\$70,572
Contribution	\$30,245
Total Cost	\$100,817

- Supply water from Happy Valley bore field to Brookton Caravan Park.
  - Connect from the oval tank to the Caravan Park with 90mm pipe for 350 metres
- Supply water from Happy Valley bore field to Madison Square - currently reticulated by scheme water.
  - Connect from the existing 75mm feed, install Tee E/F and new poly line into Madison Square Park existing irrigation feedline.

The Officer's Recommendation seeks to have Council formally commit to these projects. With commitment the projects will be included in Council's 2023/24 Budget.

**Background:**

The Shire of Brookton has agreement to access the Happy Valley bore field. Currently this water is used for the reticulation of the Brookton DHS oval and the oval at the Brookton Recreation Ground. There is sufficient access to allow this reticulation program to be expanded to other sites in Brookton.

**Consultation:**

Department of Water and Environment Regulation

**Statutory Environment:**

With a Council decision to commit to this grant funding, staff will sign the funding agreement to commence the project.

**Relevant Plans and Policy:** Nil at this time

**Financial Implications:**

With a Council decision to commit to this grant funding, Council will receive funds upon signing the agreements.

Council will consider the exact source of funds to meet the Council contribution for the two projects as part of their 2023/24 Budget. This contribution could occur from general revenue, from a reserve transfer or some combination of both.

Longer term implications include a reduction in water costs for reticulation at parks including Memorial and Madison Square. This project will at least meet a portion of the required improvement in Council’s oval reticulation.

**Risk Assessment:**

There is a possible likelihood that grant funding may not meet the required works of these projects with an increased transfer from reserve a moderate consequence.

There is a likely likelihood that delays in completing this project could interfere with the use of the oval for summer sport in October/November resulting in moderate consequences.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

**Community & Strategic Objectives:**

This project will improve service delivery of reticulation services at a number of town parks and reduce the cost of this service for a considerable period.

The use of non-potable water for reticulation will deliver improved sustainability.

**Comment:** Nil

**OFFICER’S RECOMMENDATION**

That Council:

1. agree to participate in the Community Water Supplies Partnership Program Grants included at Attachment 15.05.23.03A and Attachment 15.05.23.03B; and
2. commit to allocating sufficient funds to complete the Council contribution to these projects in the 2023/24 Budget.

*(Simple majority vote required)*

**That Council:**

- 1. agree to participate in the Community Water Supplies Partnership Program Grants included at Attachment 15.05.23.03A and Attachment 15.05.23.03B; and**
- 2. commit to allocating sufficient funds to complete the Council contribution to these projects in the 2023/24 Budget.**

**CARRIED BY SIMPLE MAJORITY VOTE 6/0**

**Attachments**

Attachment 15.05.23.03A - Community Water Supplies Partnership Program Grant Agreement

Attachment 15.05.23.03B - Community Water Supplies Partnership Program Grant Agreement

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**GRANT FUNDING AGREEMENT**

**BROOKTON HAPPY COMMUNITY WATER SUPPLY**

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**NATIONAL WATER GRID CONNECTIONS PARTNERSHIP PROJECT WITH  
DEPARTMENT OF WATER & ENVIRONMENTAL REGULATION**

**AND**

**SHIRE OF BROOKTON**

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**THIS Agreement is made on the 4 day of May 2023**

**BETWEEN:**

**DEPARTMENT OF WATER & ENVIRONMENTAL REGULATION**, Rural Water Planning 7 Ellam Street, Victoria Park Western Australia 6100 (Department).

**AND**

**SHIRE OF BROOKTON** 14 White Street BROOKTON Western Australia 6306 (Recipient).

**RECITALS**

- (a) The Department is responsible for delivery of Community Water Supplies Partnership Program with Local Government.
- (b) The Recipient is a Local Government that manages the districts affairs to the extent permitted by the *Local Government Act 1995*.
- (c) The Recipient has applied to the Department of Water and Environmental Regulation for grant funding under the Community Water Supplies Partnership Program with Local Government to implement the project.
- (d) The Department has agreed to provide the Funding to the Recipient
- (e) This Agreement sets out the Project to be delivered and the terms and conditions on which the Department agrees to provide Funding to the Recipient.
- (f) The Department and the Recipient are entering into this Agreement to govern the terms and conditions in relation to the delivery of the Project.

## OPERATIVE PART

### THE PARTIES AGREE as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

Defined terms for use in this Agreement, in addition to those set out in this clause 1.1, may appear in the Schedules.

In this Agreement, unless the context otherwise requires:

**Agreement** means this Grant Funding Agreement, including its recitals, Schedules and annexures, and the information provided to the Recipient's Application.

**Application** means the Recipients submission for Funding including application form, project plan, attachments and any supporting information provided to the Department by the Recipient.

**Associates** means any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State, including any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

**Auditor general** means the Auditor General for the State of Western Australia.

**Authorisation** means any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within a Government Agency required under any Laws, and includes any renewal of, or variation to, any of them.

**Business day** means a day which is not a Saturday, Sunday or public holiday in the State of Western Australia.

**Claim** means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).

**Commencement date** means the date of this Agreement – or, if this Agreement is undated, the date on which the last party to execute this Agreement does so.

**Date for project completion** means the date by which the Recipient must complete the Project set out in item 2.2 of Schedule 2.

**Event of default** has the meaning given in clause 6.2.

**Funding** means \$77 395.00 (excluding GST) which will be provided by the State to the Recipient in the manner and within the timeframes outlined in Schedule 2.

**Intellectual property** includes:

- (a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);
- (b) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and know-how; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Law** means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the Australian Securities Exchange listing rules.

**Liability** means any debt, obligation, cost (including legal costs), expense, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

**Loss** includes any loss, cost, expense, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

**Milestones** means the milestones set out in item 2.2 of Schedule 2, with each milestone in relation to an Obligation of the Recipient being the date by which that Obligation must be completed and includes the Date for Project Completion.

**Obligation** means an obligation in this Agreement.

**Party** means each of the Department or the Recipient as the context requires, and **parties** means both of them.

**Pre-Existing intellectual property** means the Intellectual Property of a Party which was either created before the Commencement Date, or independently of this Agreement, and all improvements to such Intellectual Property by the Party.

**Project** means the initiative or activities described in schedule 2.

**Project intellectual property** means all Intellectual Property (excluding Pre-Existing Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from the Department) by or for or on behalf of the Recipient in the course of undertaking the Project or otherwise under or in connection with this Agreement. For the avoidance of doubt, Project Intellectual Property includes Intellectual Property developed, created, discovered, brought into existence or otherwise acquired by any person under or pursuant to a Third Party Agreement.

**Provision** means any term, condition, undertaking, promise, obligation or warranty of, made or given by the Recipient, or otherwise applicable to the Recipient, under this Agreement.

**Related body corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).

**Schedule** means any schedule to, and forming part of, this Agreement.

**Third party agreement** has the meaning given to it in Clause 7.

## 2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;
- (d) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (f) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (g) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (h) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (i) references to this Agreement include its recitals, Schedules and annexures;
- (j) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (k) references to time are local time in Perth, Western Australia;
- (l) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (m) references to currency are to Australian currency unless otherwise stated;
- (n) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (o) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (p) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (q) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (r) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them; and
- (s) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier.

## **2. OBLIGATIONS OF RECIPIENT**

### **2.1 Use of funding**

- (a) The Recipient must use the Funding (and any interest which accrues on the Funding) for the carrying out of the Project in accordance with this Agreement. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.

### **2.2 Acknowledgement of the department**

- (a) Any communications in relation to one or more of the Project and this Agreement including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project must:

- (i) equally represent the Parties when Project logos are displayed, including containing the Department's and Recipient's logos and names in an equally prominent position; and
  - (ii) be consistent with the policies for marketing, communications and acknowledgements which the Department notifies to the Recipient from time to time.
- (b) The respective roles of the Department and the Recipient must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.

### **2.3 General undertakings of the recipient**

The Recipient must:

- (a) at all times duly perform and observe its Obligations and must promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) without limiting clause 2.3(a), at all times (including if any part of its Obligations are sub-contracted) ensure that its Obligations are carried out by people with appropriate skills and expertise;
- (c) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (d) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (e) comply with all Laws; and
- (f) cooperate fully with the Department in the administration of this Agreement.

### **2.4 Negation of employment, partnership and Agency**

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or the Department.

## **3. LIMITATION OF LIABILITY**

- (a) The Department is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by the Recipient in undertaking the Project. The Recipient releases the

Department from all Liability in relation to the Project, this Agreement and any related matter and agrees that neither it nor any Related Body Corporate will make a Claim against the State or any of the State's Associates arising directly or indirectly in relation to one or more of the Project, this Agreement and any related matter. This clause 8 may be pleaded by the State or its Associates as a bar to any proceedings commenced by the Recipient against the State or its Associates in relation to one or more of the Project, this Agreement and any related matter.

- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.
- (c) The Recipient must indemnify the State and must keep it indemnified and hold it and its officers, employees and agents harmless from and against all Claims or Liability, suffered or incurred by or brought against the State or any of its respective officers, employees and agents whether before or after the date of this Agreement caused by, arising out of or relating directly or indirectly to any:
  - (i) breach of any Provision by the Recipient;
  - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
  - (iii) breach of a Law by the Recipient or any of its employees, contractors, officers or agents.
- (d) This clause survives the termination of this Agreement.

#### **4. FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006**

- (a) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992*. The Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Agreement to the contrary, nothing in this Agreement in any way alters, limits or affects the operation of the *Auditor General Act 2006*, the *Financial Management Act 2006* or the Recipient's obligations (if any) in relation to these Acts. To the extent permitted by law, the Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Agreement and the Project.

## 5. NOTICES

In order for any notice or other communication (including any request, approval or the like) that may or must be given under this Agreement to be effective, that notice or other communication:

- (a) must be in writing;
- (b) must be given by a staff member appointed as a contact officer in relation to the Project and this Agreement (**Contact Officer**) of the Party giving notice or by another authorised officer of that Party if the Contact Officer is unable to give a notice or communication in a particular instance.

## 6. DEFAULT AND TERMINATION

### 6.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any Provision, which breach (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department. This subclause does not limit any other part of this clause 6.1 in any way; or
- (b) the Recipient breaches any Provision and such breach cannot be remedied. This subclause does not limit any other part of this clause 6.1 in any way; or
- (c) the Recipient fails to comply with or meet a milestone, an additional/new milestone or any other milestone set by the Department in accordance with this Agreement; or
- (d) the Recipient suffers, or is or becomes subject to, an insolvency event; or
- (e) the Department believes, in its absolute discretion, that the Recipient is unwilling or unable to comply with any one or more of the Provisions; or
- (f) the Recipient repudiates the Agreement; or
- (g) a material warranty given by or representation made by the Recipient is or becomes untrue; or
- (h) the Recipient persistently, regularly, consistently or continually breaches the Provisions. This subclause does not limit any other part of this clause 6.1 in any way; or
- (i) where this Agreement provides for or contemplates the Parties reaching further agreement in relation to anything the subject of, or related to, either or both of this Agreement and the Project, this further agreement is not reached and recorded in writing within a reasonable time.



## **6.2 Effect of Event of Default**

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing notice in writing to the Recipient and the Agreement is then terminated from the date specified in that notice.
- (b) Without limiting the Department's rights under clause 11.2(a), if the Recipient is in breach of this Agreement, the Department may suspend the performance of its Obligations until such time as it is satisfied in its absolute discretion that the Recipient has remedied that breach.
- (c) The Department may terminate the Agreement by providing notice in writing to the Recipient if, in the opinion of the Department exercisable in its absolute discretion, the Project is no longer necessary for any reason and the Agreement is then terminated from the date specified in that notice.

## **6.3 No Further Funding and Recovery of Funding**

If the Agreement is terminated under clause 6.2, or terminated unlawfully by the Recipient:

- (a) the Department has no further obligation to pay the Recipient any part of the Funding which has not yet been paid to the Recipient; and
- (b) the Recipient must remit to the Department within twenty (20) Business Days from the termination date specified by the Department all Funding paid to the Recipient under the Agreement that has not been spent or committed in accordance with this Agreement by the termination date specified by the Department and any interest which has accrued on that Funding.

## **7. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY**

If the Recipient enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (**Third Party Agreement**), including a Third Party Agreement with a party to deliver or fulfil any of the Recipient's Obligations or to provide services to the Recipient to assist or enable it to fulfil its Obligations, the Recipient must ensure that the other party has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement.

## **8. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Party to be bound by or subject to the waiver.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.

- (c) Any failure to enforce any part of this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights under this Agreement or under any Law.

## **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire, full and complete understanding and agreement between the Parties in relation to its subject matter and supersedes all prior communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

## **10. ASSIGNMENT**

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld in the Department's absolute discretion. The Department may at any time, in its absolute discretion, assign or transfer its rights and Obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 10, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

## **11. INTELLECTUAL PROPERTY**

- (a) The Pre-Existing Intellectual Property of each Party remains the property of that Party.
- (b) As between the Department and the Recipient, the Department will own all Project Intellectual Property.
- (c) The Department grants and must ensure that any other owner of Project Intellectual Property grants, and the Recipient accepts, a non-exclusive, world-wide, everlasting, irrevocable, royalty-free licence to exercise all rights in relation to the Intellectual Property.

## **12. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing, and must, unless the Department in its absolute discretion directs in writing otherwise, be duly executed by both Parties.

## **13. RIGHTS, POWERS AND REMEDIES**

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

#### **14. GOVERNING LAW**

This Agreement is governed by the laws in force in the State of Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to the Agreement.

#### **15. REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants, for the benefit of the Department that:

- (a) it has been properly established under the *Corporations Act 2001* (Cth) it has authorised to enter into this Agreement;
- (b) all conditions and things required by applicable Law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under this Agreement have been fulfilled or done; and
- (c) it knows of no impediment to it performing its obligations under this Agreement.

#### **16. SCHEDULES**

Any express or implied Provision of any Schedule to this Agreement is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.

## SCHEDULE 1 – CONTACT OFFICERS

### 1. Notice addresses

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#### 1.1 Department

Registered Mail:	Department of Water and Environmental Regulation Rural Water Planning 7 Ellam Street VICTORIA PARK WA 6100
Facsimile:	(08) 6250 8050

#### 1.2 Recipient

Registered Mail:	Shire of BROOKTON PO Box 42 BROOKTON WA 6306
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### 2. Contact officers

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#### 2.1 Department

<b>Name:</b>	Renae Thorpe
<b>Job Title:</b>	A/Manager Rural Water Planning
<b>Phone:</b>	(08) 6250 8022
<b>Facsimile:</b>	(08) 6250 8050
<b>Email:</b>	renae.thorpe@dwer.wa.gov.au
<b>Postal Address:</b>	7 Ellam Street VICTORIA PARK WA 6100
<b>Street Address:</b>	7 Ellam Street VICTORIA PARK WA 6100

#### 2.2 Recipient

<b>Name:</b>	Gary Sherry
<b>Job Title:</b>	Chief Executive Officer
<b>Phone:</b>	9642 1106 0427 421 032
<b>Email:</b>	gary.sherry@brookton.wa.gov.au
<b>Postal Address:</b>	PO Box 42 BROOKTON WA 6306
<b>Street Address:</b>	14 White Street BROOKTON WA 6306

## **SCHEDULE 2 – COMMUNITY WATER SUPPLIES PARTNERSHIP PROGRAM WITH LOCAL GOVERNMENT**

### **1. Manner in which funding is to be paid**

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#### **1.1 Payment of funding**

The following conditions apply to payment of the Funding:

- (a) Without limiting clause 8(b) in any way, the Recipient must use the Funding (and any interest which accrues on that Funding) to carry out the Project in accordance with this Grant Funding Agreement and for no other purpose.
- (b) Funding of **\$77 395.00** (excluding GST) will be provided by the State to the Recipient in the manner and within the timeframes outlined in Item 2.2 SCHEDULE 2.
- (c) The Recipient may request early payment in exceptional circumstances. Early payment requests must be agreed and requested in writing.
- (d) The Recipient must contribute a minimum of 30% total project value to this project in-kind and cash. The recipient must provide evidence of co-contribution and if the contribution is less than 30% total project costs the Department may reduce the amount that is paid to the Recipient under this agreement.
- (e) At the close of the project the recipient must return any unspent funding to the Department within 20 days.
- (f) The final milestone payment on project close will not be greater than the amount of acquitted funding.
- (g) The Recipient must permit a financial audit of the project prior to final acquittal of funds. Financial audits will be funded by the Department.

### **2. Detailed description of project**

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#### **2.1 Project description**

The Shire of Brookton has applied for \$77 395.00 through the Community Water Supplies Partnership Program with Local Government. The project will supply water from Happy Valley bore field to Memorial Park, which is currently reticulated by scheme water, the Town Oval will also have pipe sizes increased an extended. The benefits include cost saving, reduced demand of scheme water by using ground water for irrigation.

Memorial Park works include connect existing 75mm pipe via anew tee and under road bore pipe 90mm to Memorial Park 130m away. Connect to irrigation mainline and master valve. Cap 90mm for future extension.

Town Oval works include connect Memorial Park to Oval mainline and URB 90mm pipe 450, (line requires upgrade to include flow into Caravan Park). Connect to feed line to tank, Cap 90mm line heading to Caravan Park.

The aim of the project is to reduce the reliance on scheme water and derive as much benefit as possible from the licenced bore.

Funding of \$77 395.00 is recommended for the cost of installing an automated control system for their tanks and irrigation. The Shire is contributing \$33 170.00 to the project.

## 2.2 Recipient's Obligations and Payment of the Community Water Supplies Partnership Program with Local Government

Deliverable Recipient's Obligations	Performance Measure	Performance Measure Method (Payments will be based on these measures)	Milestone	Payment Amount \$
Signing of Deed of Agreement	Execution of Agreement	Agreement signed by the Recipient and Department	April 2023	\$7 740.00
Advertise tender, Award contractor work, raise PO	Reports containing sufficient detail to demonstrate milestone progression and expenditure incurred/committed are consistent with project delivery  Photographic evidence  Project costs updated.	Submission of milestone report to the satisfaction of the Department  Photographic evidence demonstrating works completed to the satisfaction of the Department  Updated project component costs submitted to the Department.	July 2023	\$15 478.00
Undertake boring, install pipeworks, connection of pipeworks, back fill and cleanup	Reports containing sufficient detail to demonstrate milestone progression and expenditure incurred/committed are consistent with project delivery  Photographic evidence  Proof of payment for materials  Onsite visit by the Department.	Submission of milestone report to the satisfaction of the Department.  Photographic evidence demonstrating works completed to the satisfaction of the Department  Proof of payment to the satisfaction of the Department  Department site inspection completed and working system demonstrated.	October 2023	\$46 437.00
Completion; Final inspection, test, commission and reporting.	Work completed  Final report containing sufficient detail to demonstrate milestone	Final report submitted and associated invoices provided to the satisfaction of the Department	December 2023	\$7 740.00

<b>Project Close</b>	progression and expenditure incurred/committed are consistent with project delivery Acquittal of funds.	Photographic evidence demonstrating works completed to the satisfaction of the Department.		
			<b>Total amount</b>	<b>\$77 395.00</b>



**2.3 Project budget**

Item Description			
Items	Community Water Supplies Partnership Program with Local Government	Shire in-kind	Shire \$\$
Budget is not itemised as quoted as a whole by New Ground Water Services as below.			
Total	\$77 395.00		\$33 170.00
		TOTAL	\$110 565.00



# Quotation

NEW GROUND WATER SERVICES

To: Les Vidovich

Company: Shire of Brookton

From: Adam Basten

Company: NewGround Water Services

Quote Number: 10102022

Date: 10 October 2022

Contact Details: E [Adamb@newground.net.au](mailto:Adamb@newground.net.au)

M: 0447 099 544

**Brookton Shire, supply and install of 90mm Poly Feed lines VIA URB as per the below:**

Details below:

- Supply 90mm MDPE poly PN 12.5
- Supply of Scanning of services
- Traffic Management
- Digging of Pilot and exit holes
- Under road Boring of piping from Point A to Point B
- Connections to existing piping Via Electro Fusion/ Threaded or Glued pending fittings required
- Back fill and Clean up

Area 1:



NEWGROUND WATER SERVICES PTY LTD | ABN: 96 627 694 393  
18A ELGEE RD, BELLEVUE, 6056 | T 08 9250 3841

Area 2



AREA 1

1. Connect from existing 75mm pipe works (new Tee) and Urb pipe 90mm to Memorial Park 130m
2. Connect to Irrigation mainline and master valve
3. Cap 90mm for future extension
4. Provisional sum for irrigation minor repairs and adjustments \$ 2500.00 ex including parts
5. Travel and Mob
6. Scanning and TM

Total Cost \$36,650.00 ex

AREA 2

1. Connect from Memorial Park to Oval mainline and UR8 90mm pipe 450m
2. Connect to feed line to tank
3. Cap 90mm line heading to caravan park
4. Travel and Mob
5. Scanning and TM

Total Cost \$73,915.00 ex

**EXECUTED** by the Parties as an Agreement.

**For and on behalf of the Department:**

**For and on behalf of the Recipient:**



\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Simon Taylor

\_\_\_\_\_  
(Print full name)

\_\_\_\_\_  
(Print full name)

Executive Director, Regional Delivery

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

4/05/2023

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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**GRANT FUNDING AGREEMENT**

**BROOKTON HAPPY COMMUNITY WATER SUPPLY**

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**NATIONAL WATER GRID CONNECTIONS PARTNERSHIP PROJECT WITH  
DEPARTMENT OF WATER & ENVIRONMENTAL REGULATION**

**AND**

**SHIRE OF BROOKTON**

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**THIS Agreement is made on the 4 day of May 2023**

**BETWEEN:**

**DEPARTMENT OF WATER & ENVIRONMENTAL REGULATION**, Rural Water Planning 7 Ellam Street, Victoria Park Western Australia 6100 (Department).

**AND**

**SHIRE OF BROOKTON** 14 White Street BROOKTON Western Australia 6306 (Recipient).

**RECITALS**

- (a) The Department is responsible for delivery of Community Water Supplies Partnership Program with Local Government.
- (b) The Recipient is a Local Government that manages the districts affairs to the extent permitted by the *Local Government Act 1995*.
- (c) The Recipient has applied to the Department of Water and Environmental Regulation for grant funding under the Community Water Supplies Partnership Program with Local Government to implement the project.
- (d) The Department has agreed to provide the Funding to the Recipient
- (e) This Agreement sets out the Project to be delivered and the terms and conditions on which the Department agrees to provide Funding to the Recipient.
- (f) The Department and the Recipient are entering into this Agreement to govern the terms and conditions in relation to the delivery of the Project.



## OPERATIVE PART

### THE PARTIES AGREE as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

Defined terms for use in this Agreement, in addition to those set out in this clause 1.1, may appear in the Schedules.

In this Agreement, unless the context otherwise requires:

**Agreement** means this Grant Funding Agreement, including its recitals, Schedules and annexures, and the information provided to the Recipient's Application.

**Application** means the Recipients submission for Funding including application form, project plan, attachments and any supporting information provided to the Department by the Recipient.

**Associates** means any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State, including any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

**Auditor general** means the Auditor General for the State of Western Australia.

**Authorisation** means any consent, authorisation, registration, filing, agreement, notarisation, clearance, certificate, permission, licence, permit, waiver, approval, authority or exemption from, by or within a Government Agency required under any Laws, and includes any renewal of, or variation to, any of them.

**Business day** means a day which is not a Saturday, Sunday or public holiday in the State of Western Australia.

**Claim** means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).

**Commencement date** means the date of this Agreement – or, if this Agreement is undated, the date on which the last party to execute this Agreement does so.

**Date for project completion** means the date by which the Recipient must complete the Project set out in item 2.2 of Schedule 2.

**Event of default** has the meaning given in clause 6.2.

**Funding** means \$77 395.00 (excluding GST) which will be provided by the State to the Recipient in the manner and within the timeframes outlined in Schedule 2.

**Intellectual property** includes:

- (a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);
- (b) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and know-how; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Law** means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the Australian Securities Exchange listing rules.

**Liability** means any debt, obligation, cost (including legal costs), expense, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

**Loss** includes any loss, cost, expense, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

**Milestones** means the milestones set out in item 2.2 of Schedule 2, with each milestone in relation to an Obligation of the Recipient being the date by which that Obligation must be completed and includes the Date for Project Completion.

**Obligation** means an obligation in this Agreement.

**Party** means each of the Department or the Recipient as the context requires, and **parties** means both of them.

**Pre-Existing intellectual property** means the Intellectual Property of a Party which was either created before the Commencement Date, or independently of this Agreement, and all improvements to such Intellectual Property by the Party.

**Project** means the initiative or activities described in schedule 2.

**Project intellectual property** means all Intellectual Property (excluding Pre-Existing Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from the Department) by or for or on behalf of the Recipient in the course of undertaking the Project or otherwise under or in connection with this Agreement. For the avoidance of doubt, Project Intellectual Property includes Intellectual Property developed, created, discovered, brought into existence or otherwise acquired by any person under or pursuant to a Third Party Agreement.

**Provision** means any term, condition, undertaking, promise, obligation or warranty of, made or given by the Recipient, or otherwise applicable to the Recipient, under this Agreement.

**Related body corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).

**Schedule** means any schedule to, and forming part of, this Agreement.

**Third party agreement** has the meaning given to it in Clause 7.

## 2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;
- (d) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (f) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (g) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (h) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (i) references to this Agreement include its recitals, Schedules and annexures;
- (j) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (k) references to time are local time in Perth, Western Australia;
- (l) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (m) references to currency are to Australian currency unless otherwise stated;
- (n) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (o) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (p) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (q) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (r) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them; and
- (s) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier.

## **2. OBLIGATIONS OF RECIPIENT**

### **2.1 Use of funding**

- (a) The Recipient must use the Funding (and any interest which accrues on the Funding) for the carrying out of the Project in accordance with this Agreement. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, the Recipient must comply with and meet all Milestones including completing the Project by the Date for Project Completion.

### **2.2 Acknowledgement of the department**

- (a) Any communications in relation to one or more of the Project and this Agreement including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project must:

- (i) equally represent the Parties when Project logos are displayed, including containing the Department's and Recipient's logos and names in an equally prominent position; and
  - (ii) be consistent with the policies for marketing, communications and acknowledgements which the Department notifies to the Recipient from time to time.
- (b) The respective roles of the Department and the Recipient must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.

### **2.3 General undertakings of the recipient**

The Recipient must:

- (a) at all times duly perform and observe its Obligations and must promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) without limiting clause 2.3(a), at all times (including if any part of its Obligations are sub-contracted) ensure that its Obligations are carried out by people with appropriate skills and expertise;
- (c) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (d) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (e) comply with all Laws; and
- (f) cooperate fully with the Department in the administration of this Agreement.

### **2.4 Negation of employment, partnership and Agency**

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or the Department.

## **3. LIMITATION OF LIABILITY**

- (a) The Department is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by the Recipient in undertaking the Project. The Recipient releases the

Department from all Liability in relation to the Project, this Agreement and any related matter and agrees that neither it nor any Related Body Corporate will make a Claim against the State or any of the State's Associates arising directly or indirectly in relation to one or more of the Project, this Agreement and any related matter. This clause 8 may be pleaded by the State or its Associates as a bar to any proceedings commenced by the Recipient against the State or its Associates in relation to one or more of the Project, this Agreement and any related matter.

- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.
- (c) The Recipient must indemnify the State and must keep it indemnified and hold it and its officers, employees and agents harmless from and against all Claims or Liability, suffered or incurred by or brought against the State or any of its respective officers, employees and agents whether before or after the date of this Agreement caused by, arising out of or relating directly or indirectly to any:
  - (i) breach of any Provision by the Recipient;
  - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
  - (iii) breach of a Law by the Recipient or any of its employees, contractors, officers or agents.
- (d) This clause survives the termination of this Agreement.

#### **4. FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006**

- (a) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992*. The Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Agreement to the contrary, nothing in this Agreement in any way alters, limits or affects the operation of the *Auditor General Act 2006*, the *Financial Management Act 2006* or the Recipient's obligations (if any) in relation to these Acts. To the extent permitted by law, the Recipient must allow the Auditor General, or an authorised representative, to have access to and audit (or otherwise review, examine or evaluate) the Recipient's records and information concerning either or both of this Agreement and the Project.

## 5. NOTICES

In order for any notice or other communication (including any request, approval or the like) that may or must be given under this Agreement to be effective, that notice or other communication:

- (a) must be in writing;
- (b) must be given by a staff member appointed as a contact officer in relation to the Project and this Agreement (**Contact Officer**) of the Party giving notice or by another authorised officer of that Party if the Contact Officer is unable to give a notice or communication in a particular instance.

## 6. DEFAULT AND TERMINATION

### 6.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any Provision, which breach (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department. This subclause does not limit any other part of this clause 6.1 in any way; or
- (b) the Recipient breaches any Provision and such breach cannot be remedied. This subclause does not limit any other part of this clause 6.1 in any way; or
- (c) the Recipient fails to comply with or meet a milestone, an additional/new milestone or any other milestone set by the Department in accordance with this Agreement; or
- (d) the Recipient suffers, or is or becomes subject to, an insolvency event; or
- (e) the Department believes, in its absolute discretion, that the Recipient is unwilling or unable to comply with any one or more of the Provisions; or
- (f) the Recipient repudiates the Agreement; or
- (g) a material warranty given by or representation made by the Recipient is or becomes untrue; or
- (h) the Recipient persistently, regularly, consistently or continually breaches the Provisions. This subclause does not limit any other part of this clause 6.1 in any way; or
- (i) where this Agreement provides for or contemplates the Parties reaching further agreement in relation to anything the subject of, or related to, either or both of this Agreement and the Project, this further agreement is not reached and recorded in writing within a reasonable time.

## **6.2 Effect of Event of Default**

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing notice in writing to the Recipient and the Agreement is then terminated from the date specified in that notice.
- (b) Without limiting the Department's rights under clause 11.2(a), if the Recipient is in breach of this Agreement, the Department may suspend the performance of its Obligations until such time as it is satisfied in its absolute discretion that the Recipient has remedied that breach.
- (c) The Department may terminate the Agreement by providing notice in writing to the Recipient if, in the opinion of the Department exercisable in its absolute discretion, the Project is no longer necessary for any reason and the Agreement is then terminated from the date specified in that notice.

## **6.3 No Further Funding and Recovery of Funding**

If the Agreement is terminated under clause 6.2, or terminated unlawfully by the Recipient:

- (a) the Department has no further obligation to pay the Recipient any part of the Funding which has not yet been paid to the Recipient; and
- (b) the Recipient must remit to the Department within twenty (20) Business Days from the termination date specified by the Department all Funding paid to the Recipient under the Agreement that has not been spent or committed in accordance with this Agreement by the termination date specified by the Department and any interest which has accrued on that Funding.

## **7. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY**

If the Recipient enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (**Third Party Agreement**), including a Third Party Agreement with a party to deliver or fulfil any of the Recipient's Obligations or to provide services to the Recipient to assist or enable it to fulfil its Obligations, the Recipient must ensure that the other party has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Recipient properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement.

## **8. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Party to be bound by or subject to the waiver.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.



- (c) Any failure to enforce any part of this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights under this Agreement or under any Law.

## **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire, full and complete understanding and agreement between the Parties in relation to its subject matter and supersedes all prior communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

## **10. ASSIGNMENT**

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld in the Department's absolute discretion. The Department may at any time, in its absolute discretion, assign or transfer its rights and Obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 10, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

## **11. INTELLECTUAL PROPERTY**

- (a) The Pre-Existing Intellectual Property of each Party remains the property of that Party.
- (b) As between the Department and the Recipient, the Department will own all Project Intellectual Property.
- (c) The Department grants and must ensure that any other owner of Project Intellectual Property grants, and the Recipient accepts, a non-exclusive, world-wide, everlasting, irrevocable, royalty-free licence to exercise all rights in relation to the Intellectual Property.

## **12. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing, and must, unless the Department in its absolute discretion directs in writing otherwise, be duly executed by both Parties.

## **13. RIGHTS, POWERS AND REMEDIES**

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

#### **14. GOVERNING LAW**

This Agreement is governed by the laws in force in the State of Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to the Agreement.

#### **15. REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants, for the benefit of the Department that:

- (a) it has been properly established under the *Corporations Act 2001* (Cth) it has authorised to enter into this Agreement;
- (b) all conditions and things required by applicable Law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under this Agreement have been fulfilled or done; and
- (c) it knows of no impediment to it performing its obligations under this Agreement.

#### **16. SCHEDULES**

Any express or implied Provision of any Schedule to this Agreement is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.

## SCHEDULE 1 – CONTACT OFFICERS

### 1. Notice addresses

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#### 1.1 Department

Registered Mail:	Department of Water and Environmental Regulation Rural Water Planning 7 Ellam Street VICTORIA PARK WA 6100
Facsimile:	(08) 6250 8050

#### 1.2 Recipient

Registered Mail:	Shire of BROOKTON PO Box 42 BROOKTON WA 6306
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### 2. Contact officers

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#### 2.1 Department

<b>Name:</b>	Renae Thorpe
<b>Job Title:</b>	A/Manager Rural Water Planning
<b>Phone:</b>	(08) 6250 8022
<b>Facsimile:</b>	(08) 6250 8050
<b>Email:</b>	renae.thorpe@dwer.wa.gov.au
<b>Postal Address:</b>	7 Ellam Street VICTORIA PARK WA 6100
<b>Street Address:</b>	7 Ellam Street VICTORIA PARK WA 6100

#### 2.2 Recipient

<b>Name:</b>	Gary Sherry
<b>Job Title:</b>	Chief Executive Officer
<b>Phone:</b>	9642 1106 0427 421 032
<b>Email:</b>	gary.sherry@brookton.wa.gov.au
<b>Postal Address:</b>	PO Box 42 BROOKTON WA 6306
<b>Street Address:</b>	14 White Street BROOKTON WA 6306

## **SCHEDULE 2 – COMMUNITY WATER SUPPLIES PARTNERSHIP PROGRAM WITH LOCAL GOVERNMENT**

### **1. Manner in which funding is to be paid**

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#### **1.1 Payment of funding**

The following conditions apply to payment of the Funding:

- (a) Without limiting clause 8(b) in any way, the Recipient must use the Funding (and any interest which accrues on that Funding) to carry out the Project in accordance with this Grant Funding Agreement and for no other purpose.
- (b) Funding of **\$70 572.00** (excluding GST) will be provided by the State to the Recipient in the manner and within the timeframes outlined in Item 2.2 SCHEDULE 2.
- (c) The Recipient may request early payment in exceptional circumstances. Early payment requests must be agreed and requested in writing.
- (d) The Recipient must contribute a minimum of 30% total project value to this project in-kind and cash. The recipient must provide evidence of co-contribution and if the contribution is less than 30% total project costs the Department may reduce the amount that is paid to the Recipient under this agreement.
- (e) At the close of the project the recipient must return any unspent funding to the Department within 20 days.
- (f) The final milestone payment on project close will not be greater than the amount of acquitted funding.
- (g) The Recipient must permit a financial audit of the project prior to final acquittal of funds. Financial audits will be funded by the Department.

### **2. Detailed description of project**

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#### **2.1 Project description**

The Shire of Brookton has applied for \$70 572.00 through the Community Water Supplies Partnership Program with Local Government. The project will align with the Shires planning strategy to accommodate safe, increasingly sustainable and cost-effective water management. The project will supply water from Happy Valley bore field to 2 individual sites currently reticulated by scheme water. The purpose is to reduce costs and usage/reliance of scheme water to the Shire of Brookton.

The project will supply water from Happy Valley bore field to Caravan Park - site 1 & Madison Square - site 2, currently reticulated by scheme water. The purpose is to reduce costs and usage / reliance of scheme water to the Shire of Brookton. Cost saving and reduces the demand of drinking / scheme water

and volumes can be increased by using this innovative project utilising Happy Valley bore.

Site 1 - The project will connect from the oval to the Caravan Park and cap URB 90mm pipe 350m. Site 2 - To connect from the existing 75mm feed, install Tee E/F and URB new poly line into Madison Square Park existing irrigation feedline. Town Oval works include connect Memorial Park to Oval mainline and URB 90mm pipe 450, (line requires upgrade to include flow into Caravan Park). Connect to feed line to tank, Cap 90mm line heading to Caravan Park.

The aim of the project is to reduce the reliance on scheme water and derive as much benefit as possible from the licenced bore.

Funding of \$70 572.00 is recommended for the cost of installing an automated control system for their tanks and irrigation. The Shire is contributing \$30 245.00 to the project.

## 2.2 Recipient's Obligations and Payment of the Community Water Supplies Partnership Program with Local Government

Deliverable Obligations	Recipient's	Performance Measure	Performance Measure Method (Payments will be based on these measures)	Milestone	Payment Amount \$
Signing of Deed of Agreement		Execution of Agreement	Agreement signed by the Recipient and Department	April 2023	\$7 057.00
Advertise tender, Award contractor work, raise PO		Reports containing sufficient detail to demonstrate milestone progression and expenditure incurred/committed are consistent with project delivery Photographic evidence Project costs updated.	Submission of milestone report to the satisfaction of the Department  Photographic evidence demonstrating works completed to the satisfaction of the Department  Updated project component costs submitted to the Department.	July 2023	\$14 115.00
Undertake boring, install pipeworks, connection of pipeworks, back fill and cleanup		Reports containing sufficient detail to demonstrate milestone progression and expenditure incurred/committed are consistent with project delivery Photographic evidence Proof of payment for materials Onsite visit by the Department.	Submission of milestone report to the satisfaction of the Department.  Photographic evidence demonstrating works completed to the satisfaction of the Department  Proof of payment to the satisfaction of the Department  Department site inspection completed and working system demonstrated.	October 2023	\$42 343.00
Completion; Final inspection, test, commission and reporting. <b>Project Close</b>		Work completed Final report containing sufficient detail to demonstrate milestone	Final report submitted and associated invoices provided to the satisfaction of the Department	December 2023	\$7 057.00

	progression and expenditure incurred/committed are consistent with project delivery Acquittal of funds.	Photographic evidence demonstrating works completed to the satisfaction of the Department.		
			<b>Total amount</b>	<b>\$70 572.00</b>

**2.3 Project budget**

Item Description			
Items	Community Water Supplies Partnership Program with Local Government	Shire in-kind	Shire \$\$
Budget is not itemised as quoted as a whole by New Ground Water Services as below.			
Total	\$70 572.00		\$30 245.00
		TOTAL	\$100 817.00





# Quotation

## NEW GROUND WATER SERVICES

To: Les Vidovich

Company: Shire of Brookton

From: Adam Basten

Company: NewGround Water Services

Quote Number: 10102022

Date: 10 October 2022

Contact Details: E [Adamb@newground.net.au](mailto:Adamb@newground.net.au)

M: 0447 099 544

### Brookton Shire, supply and install of 90mm Poly Feed lines VIA URB as per the below:

#### Details below:

- Supply 90mm MDPE poly PN 12.5
- Supply of Scanning of services
- Traffic Management
- Digging of Pilot and exit holes
- Under road Boring of piping from Point A to Point B
- Connections to existing piping Via Electro Fusion/ Threaded or Glued pending fittings required
- Back fill and Clean up

#### Area 1:



**Area 2:**



**Area 1:**

1. Connect from Area 2 to Caravan park and cap URB 90mm pipe 350m
2. Connect to existing retic mainline feed to lawn
3. Travel Mob
4. Scanning and TM

Total Cost \$69,745.00 ex

**Area 2:**

1. Connect from existing 75mm feed , install Tee E/F and URB new Poly line into park
2. Connect to existing feedline to irrigation
3. Travel Mob
4. Scanning and TM

Total Cost \$31,072.50 ex

NEWGROUND WATER SERVICES PTY LTD | ABN: 96 627 694 393  
18A ELGEE RD, BELLEVUE, 6056 | T 08 9250 3841

**EXECUTED** by the Parties as an Agreement.

**For and on behalf of the Department:**

**For and on behalf of the Recipient:**



\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Simon Taylor

\_\_\_\_\_  
(Print full name)

\_\_\_\_\_  
(Print full name)

Executive Director, Regional Delivery

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

4/05/2023

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

Nil

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

Nil.

**18.05.23 CONFIDENTIAL REPORTS**

Nil.

**19.05.23 NEXT MEETING & CLOSURE**

The next Ordinary meeting of the Council will be held on Thursday 15<sup>th</sup> June 2023 commencing at 6.00 pm.

There being no further business, the Shire President, Cr Crute, declared the meeting closed at 6:15pm.